



## **MORECAMBE FESTIVAL MARKET RULES**

The following Rules have been made and adopted by Lancaster City Council for observance by Traders and all engaged at Morecambe Festival Market.

### **1. DEFINITIONS**

In these Rules the following definitions shall apply:

- (a) 'The Council' means Lancaster City Council.
- (b) 'Market' means Morecambe Festival Market.
- (c) 'Market Manager' means the Market Manager for the time being appointed by the Council and any Duty Assistant Manager or Supervisor authorised to act on his/her behalf.
- (d) 'Summer Months' means the calendar months of April, May, June, July, August and September.
- (e) 'Winter Months' means the calendar months of October, November, December, January, February and March.
- (f) 'Stall' means a Market Stall within the Market which measures 2.29 metres x 2.89 metres (7'6" x 9'6").
- (g) 'Unit' means a lock up shop within the Market which measures 2.74 metres x 3.66 metres (9' x 12').
- (h) 'Pitch' is an area of land allocated to a trader to erect their own stall or trailer.
- (i) 'Permanent Trader' means a person who has a licence to occupy a Stall or Unit for a fixed number of days each week.
- (j) 'Casual Trader' means a person who applies for a Stall or Unit on a daily or occasional basis, the allocation of a Stall or Unit depending on availability.
- (k) 'Market Days' are Tuesday, Thursday, Saturday and Sunday of each week and any Bank Holidays or other days on which the Council, in its discretion, determines that the Market shall be open for business.
- (l) 'Commodity' means the goods a Trader is allowed to sell and each Commodity is defined by the Market Manager.
- (m) 'Trailer Space' is the area of car park which is used for additional space when needed.
- (n) 'Waiting List' is a list of Traders names and addresses who are unable to obtain a Stall or Unit on the Market as either Permanent or Casual Traders due to either shortage of vacant Stalls/Units or excess of particular Commodities.
- (o) 'Sheeting Up' means stock left overnight on Traders' Stalls, usually accompanied by covering said stock or wrapping around the Stall with sheets or tarpaulin.
- (p) 'Security Arrangements' means the Traders as a body taking on the responsibility of hiring a security firm to guard their stock whenever the Market is closed to the public and unstaffed by LCC personnel.
- (q) 'Market Fee' means the amount of money payable by a trader to use the Stall/Unit.

### **2. OPENING HOURS AND OCCUPATION OF STALLS/UNITS**

- (a) The Market shall be open for business on Market Days during the Summer Months from 9.00 a.m. to 5.00 p.m. and on Market Days during the Winter Months from 9.00 a.m. to 4.30 p.m.
- (b) Stalls/Units must be open, un-sheeted and occupied by Permanent Traders by 9.00 a.m. on Market Days and must not be closed or sheeted up until after the Market closes to the public. Sheeting Up applies only when Security Arrangements are in place. Leaving goods on the Market and Sheeting Up will not be acceptable should Security Arrangements not be in place.
- (c) Permanent Traders who do not pay for Security Arrangements must remove all stock and fittings from their Stall on a daily basis. This includes any period of non-payment of fees or arrears unless the security firm has reached a satisfactory agreement with the trader concerned for repayment of the debt.
- (d) Permanent Traders with four day licences must open for any Bank Holidays when the Market is open in addition to their usual Market Days.
- (e) In the event of any unavoidable delay due to a reasonable cause, the Market Manager may at his/her discretion reserve a Stall or allow a Stall (or Unit) to remain temporarily sheeted (or shut) provided that notification of the reason for the delay is received before 9.00 a.m. on that day and an estimated time of arrival is given (telephone 01524 414251).
- (f) Permanent Traders intending to be absent from their Stall/Unit(s) shall notify the Market Manager by 9.00 a.m. that day. In this situation, Stalls must not be left sheeted up all day and Units must not be left closed as this is

detrimental to the Market. Market Staff will therefore unsheet Stalls and open Units as usual but will endeavour to cover stock on the Stall(s) with the Trader's own sheets or place a barrier in front of the Unit entrance. Market Fees will still be payable and any loss of stock on view would be at the Trader's own risk.

- (g) Permanent Traders must not be absent for a period exceeding two weeks unless a leave of absence has been agreed in advance by the Market Manager or unless, in the event of illness, medical certificates are supplied for the period of absence. Stock must be removed from the Stall and Market Fees charges are still applicable for this period unless the Trader has arranged adequate staffing of the Stall.
- (h) Absenteeism on a regular basis (for example over 8 Market Days in a year) or consistent late attendance may result in application of Section 16.
- (i) All Traders must fill out an application form before commencing trading and must provide proof of ID (passport/driving licence/utility bill). Licence holders must be known to the Market Office.

### **3. ALLOCATION OF STALLS/UNITS TO CASUAL TRADERS**

- (a) The allocation of Stalls to Casual Traders will be on a daily basis.
- (b) Traders wishing to book a Stall/Unit on a casual basis should phone to book and pay in advance and report to the Market Manager at 9.00 am on the day of attendance.
- (c) On first attendance by casual OR permanent traders, an application form must be filled in and proof of possession of public liability insurance shown along with proof of ID to include address (eg utility bill) and photograph (eg passport/driving licence). It is also a requirement to provide proof of right to work in Great Britain which could be either a passport, National Insurance card, document with national insurance number on (eg wage slip) or full birth certificate.
- (d) Stalls/Units will be allocated to Casual Traders on a first come first served basis, suitability of Commodity will also be taken into consideration. Any Commodities not presently represented will be given preference. The Commodities sold in the immediate vicinity of the vacant Stall/Unit will also be considered in accordance with rule 8.
- (e) Casual Traders who sell a Commodity that is already represented must trade for a minimum of two days per week.
- (f) Casual Traders may leave stock on Stalls/in Units for a maximum of 2 weeks and only with the Market Manager's permission. They should also make arrangements to pay the relevant fees for the Security Arrangements.

### **4. ALLOCATION OF STALLS/UNITS FOR PERMANENT TRADERS**

- (a) Allocation of Stalls and consideration of applications from Permanent Traders wishing to move Stalls will be at the discretion of the Market Manager.
- (b) In the allocation of a Permanent Stall to a Casual Trader and in the event of more than one interested party, account will be taken of the Trader's starting date and number of casual attendances. The Commodity to be sold will also be taken into account.
- (c) A separate Waiting List will be maintained for Units. In allocating Units, account will be taken of the date of application and the Commodity to be sold. If there are no suitable Traders on the Waiting List, it will be advertised for any Permanent Trader who may wish to move Stalls/Units. Unit Traders will be given preference over Traders who occupy Stall/Units if their Commodity is only suited to Units. Any Stalls or Units which are un-let for over one month will be advertised for external applicants.
- (d) On allocation of a Permanent Stall/Unit, a check will be completed and the incoming Trader must sign (as listed in the Licence) to confirm they have received a complete Stall (eg boards and bars all in place as standard) or that the Unit is of an agreed standard
- (e) A licence will be issued to incoming Traders which must be returned by the date specified in the welcome pack. Failure to return the licence will be treated by the Council as an acceptance of all Rules applicable if trading is undertaken.

### **5. TRAILER SPACE/CAR PARK**

- (a) The Trailer Space is only to be used for Traders who have goods which are unsuitable for inside the Market or as an over-spill area when there are no Stall/Units vacant inside the Market.
- (b) Any Stalls occupying the Trailer Space will be charged for at the same rate as Stalls which will be the stall daily rent charge for the equivalent space of 9.29 square metres (100 square feet)
- (c) Traders requiring space on the Trailer Space will need to give prior warning to the Market Manager to enable the area to be cordoned off.
- (d) Any Trader who brings their own Stall to the Trailer Space must ensure that their Stall is of sound construction and stability and would not cause any danger to the public and be of a standard acceptable to the Market Manager.
- (e) Traders must not encourage members of the public to stand on the car park area but must serve onto the pavement area.

- (f) Market Traders must not park in the Trailer Space when the area is in use for trading if, in the Market Manager's opinion, this would block off external Traders from view and therefore be detrimental to the success of their businesses.
- (g) Traders must not display or sell goods from the car park area or parking bays other than in the Trailer Space.

## **6. USE OF STALLS**

- (a) All Stalls and Units are owned by the Council and must not be extended, altered or the orientation of the Stall changed without the prior written authority of the Market Manager. Any alterations to Stalls which involve Stall boards or bars will only be allowed if the boards and bars are re-incorporated into the Stalls from which they belong – they must not be removed from the Market. Traders will be liable for any customisation made to their Stall.
- (b) Following any permitted alterations made to Stalls/Units, Traders will be required to return the Stall/Unit to its original state at the end of occupation unless, at the Manager's discretion, the Trader is informed otherwise.
- (c) Goods shall not be placed (whether on the Stall, in the Unit or on the floor) so as to obstruct the free passage of persons using the Market.
- (d) There is an additional charge for any extra space which is used over and above the Stall/Unit allowance; this is 10p per square foot (£1.08 per square metre) per trading day inside the Market and 5p per square foot per trading day (54p per square metre) outside the Market. These charges will be made on a monthly basis, and one month's notice must be given to the Market Manager before extra space is reduced or increased. Extra space will only be allowed if safety is not compromised.
- (e) Traders must not remove parts from one Stall to be placed on another under any circumstances.
- (f) The Market is a no-smoking building and this applies to all Traders and includes e-cigarettes – the smoking law must be adhered to. Smoking must be away from the building, this is defined as being beyond the block paving. Ashtrays are provided for extinguishing cigarettes only, not as a point of congregation for smokers. Section 16 may be applied to any Trader discovered smoking inside the Market or on the block paving.
- (g) The electricity board attached to the Stall must not be removed or tampered with other than for re-set purposes.
- (h) Changes must not be made to the water system (pipes/taps/deadlegs in units or traders mess room) without approval.
- (i) When closing the Stall/Unit at the end of trading, it is each Trader's responsibility to ensure their electrical appliances are switched off.
- (j) Traders who display their Commodity on a vacant Stall must pay a charge (as advised). The rates office will be informed and fees applicable must also be paid. Unless payment is made for the Security Arrangements, stock must be removed at the end of each Market Day. Traders must also be prepared to remove stock at short notice in the event of the Stall being booked by either a Casual or a Permanent Trader.
- (k) Traders must not sell goods of any description from any area other than their allocated Stall, Unit or Pitch.

## **7. VEHICLES, MARKET TROLLEYS AND STORAGE CAGES**

- (a) Vehicles (including delivery vehicles) must be clear of the unloading areas by 9.30 a.m. and must not return before 5.00 p.m. during Summer Months or 4.30 p.m. during Winter Months on any Market Day, except in exceptional circumstances and with the prior authorisation of the Market Manager.
- (b) No vehicles are permitted inside the Market and no vehicles, except emergency vehicles, shall be permitted to park on the paved area at any time without authorisation from the Market Manager (to include the area adjacent to the Station Pub/Wacky Warehouse).
- (c) Market trolleys must be removed from the Market and returned to the Traders' store between 9.30 a.m. and 5.00 p.m. during Summer Months and between 9.30 a.m. and 4.30 p.m. during Winter Months.
- (d) The Market Office will maintain keys for storage cage locks. Traders must inform the Market Office when wishing to commence and cease utilising a storage cage and must sign an allocation sheet upon allocation. One full calendar month's notice is required to cease using storage cages.

## **8. GOODS**

- (a) A Permanent Trader shall not stock, display, store for collection (including items sold online), or sell any goods other than those specified in his/her licence and shall at all times keep the Stall or Unit fully stocked with those goods specified in the licence.
- (b) A Permanent Trader must obtain prior written consent from the Market Manager for any change to the goods specified in their licence.
- (c) Goods may be stored or left on the Market, but the Council, its Managers, servants and agents shall not be liable for any loss or damage however caused to such goods (including goods in storage cages).
- (d) Traders selling food shall be responsible for due compliance with the Food Safety Act 1990 and all relevant regulations. Any Trader selling food (and subject to inspection and rating by Environmental Health) who fails to maintain a Food Hygiene Rating score of 3 or above for more than six months will no longer be allowed to trade on the Market and (if a Permanent Trader) will have their licence terminated with immediate effect. Any such Trader who then applies to re-attend the Market will only be allowed to at the discretion of the Market

Manager and, in any event, not within six months of leaving the Market. Any Trader selling food who, in the opinion of the Council's Environmental Health Department, poses a serious and immediate threat to public health, will no longer be allowed to trade on the Market and (if a Permanent Trader) will have their licence terminated with immediate effect.

- (e) Any Trader found in possession of, or suspected of selling goods of a counterfeit nature, will be reported to Trading Standards and will face a lifetime ban from Lancaster City Council Markets.
- (f) The Market Manager will endeavour to maintain a good mix of Commodities being sold on the Market. This may mean that identical or similar items to those already being sold are not allowed on a Trader's licence. This decision will be at the Market Manager's discretion.
- (g) Items which tend not to be sold in isolation on a stall – for example key rings, fridge magnets, sunglasses – may be incorporated, in writing, into licences selling other goods if they are deemed by the Market Manager to be in keeping with the goods presently sold and subject to (f) above.
- (h) Second hand goods are not allowed on the Market unless agreed with the Market Manager. Further details are available upon enquiry and at the Market Manager's discretion. Where applicable Traders must register as a dealer in second hand goods and provide proof of such to the Market Manager.
- (i) E-cigarettes, legal highs, tobacco products and other similar items are not allowed to be sold in the Market.

## 9. GENERAL

- (a) Pitching will be allowed at the discretion of the Market Manager.
- (b) The lighting of the Market will be at the discretion of the Market Manager and Traders must not touch or interfere with any electrical point or fitting.
- (c) The opening and closing of all Market doors shall be at the discretion of the Market Manager.
- (d) Traders must arrange for their Stalls/Units to be supervised at all times to the satisfaction of the Market Manager. If a Manager is employed to staff a Stall/Unit for the purpose of an absence the Market Manager must be advised of the Manager's contact details.
- (e) Traders are required to keep and leave Stalls/Units in a reasonably clean condition at all times. Bins and bin liners will be provided for Traders to dispose of trade waste produced on the Market.
- (f) A cardboard compactor is provided for the disposal of non-contaminated cardboard (e.g. no food items/cans/plastics/soiled cardboard etc). All Traders must be instructed in the safe use of the compactor by a member of the Market Staff prior to use, after which Health and Safety instructions must be followed at all times. Traders must responsibly dispose of their own cardboard as instructed.
- (g) Traders must arrange suitable public liability insurance of £5m (incorporating 'product liability' insurance for any type of food trade) in respect of their occupation of a Stall/Unit at the Market. Evidence of such insurance must be produced to the Market Manager prior to the first day's trading on the Market and subsequently on an annual basis.
- (h) The Council recognises the Market Traders Committee as representatives of the Festival Market Traders.
- (i) The Council may close the Market and use the site for any purpose other than a Market on a maximum of eight Market Days in any year, but shall give at least one month's prior notice to the Market Traders Committee to this effect.
- (j) Traders must ensure any portable electrical items are tested (PAT tested) by a registered electrician prior to use on the Market. These tests must be organised and paid for by Traders on an annual basis and all Trader owned electrical items must display a dated sticker as proof of such. Any item not displaying an in-date PAT test sticker must be removed immediately from the Market unless the item is less than a year old and the Trader can provide a receipt to prove this.
- (k) Traders who employ staff should keep a first aid kit and an accident book on their Stalls/in their Units.
- (l) Traders who employ casual staff aged under 18 should supply details of these staff to the Market Manager. An ID badge will be supplied for said staff to gain access to the Market. Traders should adhere to employment laws which can be referred to at [www.hse.gov.uk/youngpeople](http://www.hse.gov.uk/youngpeople).
- (m) If access to the Market is required for re-stocking on a non-Market day the Market Manager must be informed. Traders will not be allowed access unless a member of Market Staff is on duty. No alterations to Stalls or use of equipment should take place without prior discussion with Market Staff.
- (n) Traders must be responsible for Health and Safety at all times to ensure the safety of themselves, their staff and others around them, and are obliged to comply with the Market Manager's reasonable instructions and take reasonable care of their own Health and Safety, to include the supply of a risk assessment appertaining to the running of their business from a market stall/Unit (standard risk assessments available from the Market Office).
- (o) The Market Manager must be informed immediately of any change of contact details.
- (p) If a trader submits notice to terminate their licence to trade the impending stall vacancy will be announced on the traders' notice board to ensure all traders have the opportunity to express their interest. Expressed interest does not guarantee allocation, it is at the Managers' discretion who will make a decision based on what is of benefit to the Market as a whole.
- (q) Unit Traders are responsible for the installation, upkeep, PAT testing and repair of their own equipment and equipment appertaining to their own business (eg water heater/extractor fans/cookers/fridges etc).
- (r) Fire doors are alarmed and should only be used in the case of emergency.

## **10. MARKET FEES**

- (a) All monthly Market Fees invoices must be paid in full by the end of the month for which they pertain in accordance with the directions on the reverse of the invoice and no Trader will be allowed to be in arrears at any time.
- (b) Permanent Traders will be responsible for all Market Fees relating to their Stall(s)/Unit(s) for the Market Days specified in their licence whether they are trading or absent on those days.
- (c) A schedule of current Market Fees is available from the Market Manager.
- (d) A deposit of one month's Market Fees will be payable by all new Traders – this will be refundable on vacating the Stall or Unit providing the Stall or Unit is returned in the condition it was allocated and all invoices are paid in full. Traders on any promotional rate, that may be offered from time to time, must pay a deposit equivalent to one month's standard fees.
- (e) Payment of Market Fees must be made prior to the allocation of a Stall or Unit to a Casual Trader. If a telephone booking is made, Market Fees must be paid on booking with a debit or credit card.
- (f) Traders afforded a promotional rate are responsible for payment of fees for the full term stated on the licence. Promotional rates are only offered to a traders once during a rolling 12 month period.
- (g) Cash may not be used to pay Market Fees.
- (h) The Market Fees applicable are subject to increase and will be re-assessed annually.
- (i) From April 2016 all new traders must pay Market Fees by Direct Debit.

## **11. SALE OF BUSINESSES**

- (a) Traders wishing to sell their business – i.e. stock, fixtures and fittings and good-will - must notify the Market Manager and advise of a proposed date of termination of licence once a sale agreement has been reached.
- (b) The Market Manager must be introduced to and may wish to interview the proposed purchaser of the business.
- (c) It will be a condition of any sale that the proposed purchaser must agree with the Council that the Commodity available on the Stall or in the Unit will not be changed for a period of 12 months from the date of purchase, and then only in accordance with Rule 8(b).
- (d) Traders who change their Commodity will not be allowed to sell their business for a period of 12 months (at the Market Manager's discretion)
- (e) Storage cages used by Traders who are selling their businesses will not pass automatically on to the purchaser of the business if there are any Traders on the Waiting List.
- (f) The Market Manager reserves the right to refuse any applicant as he/she sees fit.
- (g) The Stalls/Units are owned by the Council and would therefore not be included in any business sale.
- (h) No Trader shall be allowed to sell a business if their account is in arrears.

## **12. COMPLAINTS**

- (a) Complaints by Traders of any matters affecting the Market must be brought to the attention of the Market Manager/s, who will respond within four Market Days.
- (b) If a Trader is not satisfied by the action taken on any complaint, he/she may refer the matter to the Chief Officer (Environmental) at Lancaster City Council.

## **13. TRADERS RIGHTS**

- (a) The Council will provide a Stall/Unit suitable for trading, will cleanse the Market area and provide general lighting as necessary for Traders that have adhered to these Rules.
- (b) The Council will provide necessary supervision during Market Days.

## **14. CONDUCT**

- (a) Operating from a public building requires traders to consider customers' perception of how they see traders behave and how they feel about their contact with traders. A negative perception could have an impact on whether customers return and whether they choose to speak highly of the Market - or the opposite. Word of mouth can be the best advertising. Traders should ensure that their values and behaviours have a positive impact on this. The notice board displays and welcome pack contains a list of expected values and behaviours which should be adhered to.
- (b) A Trader shall not cause a nuisance or annoyance to any other Trader, the Market Manager, Market staff or the general public.
- (c) A Trader shall not assault, harass or be verbally abusive to any Trader, the Market Manager, Market staff or the general public.
- (d) Any Trader who brings a child or children under the age of fourteen to the Market shall be responsible for the conduct of the said child or children, and in particular for any damage or nuisance caused by them.

- (e) Any Trader who brings a dog to the Market must ensure the dog does not cause nuisance or annoyance and must keep the dog on a lead at all times.
- (f) If the Market Manager receives persistent complaints about a Trader's conduct, manner or business practises the Manager will bring these complaints to the Traders attention to enable improvements to be made. If further complaints are received the Manager will apply the terms of Rule 16.

#### **15. GENERAL AUTHORITY OF THE MARKET MANAGER**

- (a) Traders and all attending the Market are required to observe and carry out the reasonable instructions of the Market Manager.
- (b) The Market Manager is responsible for the general administration of the Market including its management.

#### **16. FAILURE TO OBSERVE RULES**

- (a) In the event of a Trader failing to comply with or contravening any of these Rules, the Council will issue an oral warning, followed by a written warning for a second offence. If a third offence occurs the Council may in its absolute discretion terminate the licence of a Permanent Trader or, in the case of a Casual Trader, require the Trader to leave the Market, and may re-allocate the Stall/Unit. The warnings are cumulative, even if issued for breaches of different Market Rules, and each warning will be kept on file for 12 months from the date of issue.
- (b) If, in the opinion of the Market Manager, a serious breach of the Rules occurs the Council may choose to terminate a licence immediately. Any Trader who re-applies to attend the Market after termination will only be re-instated at the discretion of the Market Manager.
- (c) As an alternative to the above, the Market Manager may consider suspending (and barring from the Market) a Trader if it were felt to be more appropriate in the circumstances. In the event of a suspension the daily Market Fees would still be payable. If a suspension were to last for more than one Market Day, all stock would have to be removed from the Stall/Unit.