



**DIRECTORATE FOR COMMUNITIES AND THE ENVIRONMENT**

**FEBRUARY 2021**

**Market Office tel. (01524) 582504**

**ASSEMBLY ROOMS EMPORIUM RULES**

The following Rules have been made and adopted by Lancaster City Council for observance by Traders and all engaged at the Assembly Rooms Emporium. For definitions of terms used within this document, please consult the Market Office.

**1. 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.

**2. ALLOCATION OF STALLS**

- (a) All Traders must fill out an application form before commencing trading and must provide proof of ID (photo, address and right to work). Traders must be known to the Market Office.
- (b) Allocation of Stalls and consideration of applications from Traders wishing to move Stalls will be at the discretion of the Market Manager.
- (c) Consideration will be given to Commodities when allocating Stalls to Traders. Unrepresented Commodities will be given preference.
- (d) A licence will be issued to Traders which must be signed before trading can commence. However, trading by any Trader on the Market will be treated by the Council as acceptance by the Trader of all the Market Rules.

**3. OCCUPATION OF STALLS**

- (a) Stalls must be open and staffed during opening hours (unless prior permission is obtained from the Market Manager). Staffing can include an arrangement with another Trader or Traders to look after the stall, in which case a note must be displayed on the Stall stating where payment for goods can be made. The Market Manager must be informed of any such arrangements. The opening hours can be found within the Welcome Pack which is issued to all new Traders.
- (b) Traders intending to be absent from their Stall (in addition to any arrangement under Section 2a) shall notify the Market Manager by 9.00 a.m. that day.
- (c) Absenteeism on a regular basis may result in the application of Section 15. Market Fees are still applicable during any absence.

**4. USE OF STALLS**

- (a) Stalls are not to be altered or extended, and fixtures and fittings are not to be added to the structure of the building (including using the walls for display purposes), without the Market Manager's permission. Stalls must be returned to their original state and all such fixtures and fittings removed at the end of their occupation (unless, at the Market Manager's discretion, the Trader is informed otherwise). If not, the Trader whose Stall it is may be charged for the cost of returning the Stall to its original state.
- (b) All Traders are expected to provide their own furnishings, fixtures and fittings within their Stall which should be of a professional standard and appearance as well as meeting any other standards required by the Market Manager in order to enhance the appearance of the Market as a whole.

**5. HEALTH AND SAFETY**

- (a) Goods shall not be placed (whether on the Stall or on the floor) so as to obstruct the free passage of persons using the Market or to cause a trip hazard.
- (b) When closing the Stall at the end of trading, it is each Trader's responsibility to ensure his/her electrical appliances are switched off.
- (c) Traders are not permitted to have any naked flames in the Market such as lit candles, incense sticks, portable grills or gas burners.

- (d) Traders are responsible at all times for the Health and Safety of themselves, their staff and others around them, and are obliged to comply with the Market Manager's reasonable instructions regarding Health and Safety.

## **6. GOODS**

- (a) A Trader shall not stock, display, store for collection (including items sold online), or sell any Commodity other than those specified in his/her licence and/or agreed with the Market Manager. Commodities may only be sold from the allocated Stall which should be kept fully stocked with those Commodities. Changes or additions to Commodities must not be made without prior written consent from the Market Manager.
- (b) Commodities must not be placed for display or sale on the forecourt of the building.
- (c) Commodities may be stored or left in the Market, but the Council, its Managers, servants and agents shall not be liable for any loss or damage however caused to such Commodities.
- (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 the Council's Environmental Health team) 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 in the Market and will have his/her licence terminated with immediate effect. 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 will have his/her licence terminated with immediate effect.
- (e) A Trader shall not possess or sell counterfeit goods in the Market. Any Trader found in possession of, or suspected of, selling goods of a counterfeit nature will be reported to Trading Standards.
- (f) No Trader will be afforded sole trading rights in any Commodity. However the Market Manager will endeavour to control Commodities to maintain a good balance of trade.
- (g) Where applicable, Traders must register as a dealer in second-hand goods and provide proof of such to the Market Manager.
- (h) The following Commodities may not be sold on the Market: tobacco, e-cigarettes and associated products; drugs (including legal highs), drug-related products or items promoting the taking of drugs; fur products (excluding second-hand fur and sheepskin); class 3 laser pens; guns, replica guns including BB guns, ornamental swords and knives (except kitchen knives which may be sold to those aged over 18 who have provided ID); fireworks; and any products which in the opinion of the Council promote, incite or glorify hatred, violence, racial, sexual or religious intolerance or could bring the Council into disrepute.

## **7. VEHICLES**

- (a) Traders wishing to load/unload should do so in accordance with the loading restrictions as specified on signs displayed on the highway. Traders should not park on the forecourt or drive over the footpath in front of the Market.

## **8. GENERAL**

- (a) Traders are required to keep and leave their Stall and the immediate surrounding area in a clean and tidy condition at all times.
- (b) Traders must ensure that any trade refuse created on their Stall is kept within the confines of their Stall and does not encroach beyond the boundaries of their Stall at any time. Lancaster City Council bags for trade refuse and recycling are provided on a weekly basis for use by all Traders in the Market. When full, these bags should be placed for collection on the days and times specified in the Welcome Pack which is issued to all new Traders. Bags must not be left out at any other time or overnight. Any refuse left outside the front of the Market other than in accordance with this Rule may constitute fly-tipping which will be treated seriously and may lead to a prosecution.
- (c) Traders must have suitable public liability insurance of £5m (incorporating 'product liability' insurance for any type of food trade). Evidence of such insurance must be produced to the Market Manager prior to the first day's trading in the Market and subsequently on an annual basis.
- (d) Smoking (including vaping) is not allowed in any part of the building, under the entrance portico or on the entrance ramp.
- (e) Traders must ensure any portable electrical items are tested (PAT tested) by a registered electrician prior to use in the Market. These tests must be organised and paid for by Traders on an annual basis and all trader-owned portable electrical items must display a dated sticker as proof of such. Any item not displaying a current PAT dated 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.
- (f) Traders are responsible for the installation, upkeep, PAT testing and repair of their own equipment and equipment appertaining to their own business (e.g. water heaters, extractors, cookers, fridges, fans etc).
- (g) The Market Manager must be informed immediately of any change of contact details.
- (h) Access to doorways, fire exits and the toilets must be kept clear at all times. Fire extinguishers, fire exit signs and fire call points should be kept clear at all times.

## **9. WI-FI**

- (a) The provision by the Traders of a Wi-Fi connection will be permitted only if all of the following conditions are adhered to at all times.

- (b) All costs in connection with the supply of Wi-Fi are to be the joint and several responsibility of the Traders who have arranged for the installation or who make use of the Wi-Fi.
- (c) The Traders and any other parties who make use of the Wi-Fi acknowledge that in doing so they will comply with all data protection legislation in force.
- (d) The Traders and any other parties who make use of the Wi-Fi acknowledge that in doing so they will comply with all other legislation, rules, regulations, orders and byelaws that may affect the supply of Wi-Fi.
- (e) The router or any other equipment in respect of the Wi-Fi supply can only be sited outside of the stall area with the permission of the Market Manager and at a location convenient to the Market Manager.
- (f) The Market Manager has discretion at all times to request the immediate disconnection and removal of the Wi-Fi supply without having to give any reason.

#### **10. MARKET FEES**

- (a) A deposit equal to one month's Market Fees is payable by all new Traders prior to their first day's trading in the Market. This is refundable on vacation of the Market providing the Stall is returned in the condition it was allocated, all the Trader's goods are removed from the Market, and all Market Fees are paid in full.
- (b) Traders will be issued with an annual invoice which must be paid in full by the end of the invoice period and a monthly payment plan detailing the instalments which must be paid each month. Any Trader in default of the monthly payment plan attached to the annual invoice will be deemed in arrears and in breach of the Market Rules. In addition to this any such Trader will not be allowed to trade until the arrears are cleared and the monthly payment plan adhered to.
- (c) Promotional rates will be offered to a Trader only once during a rolling 12-month period.
- (d) The Market Fees applicable are subject to increase and will be re-assessed annually.

#### **11. SALE OF BUSINESSES**

- (a) Traders wishing to sell their business 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. The Market Manager reserves the right to refuse any applicant as they see fit.
- (c) No Trader shall be allowed to sell a business if his/her 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 in writing, who will respond to the complaint within fifteen Market Days.
- (b) If a Trader is not satisfied by the action taken on any complaint, he/she may refer the matter to the Director for Communities and the Environment at the Council.

#### **13. TRADERS RIGHTS**

- (a) The Council will provide a Stall suitable for trading and cleaning of the toilets for Traders that have adhered to these Rules.

#### **14. CONDUCT**

- (a) Traders must comply with the values and behaviours expected of all Traders. These are listed in the Welcome Pack.
- (b) A Trader shall not assault, harass, be verbally abusive, cause a nuisance or annoyance to any other Trader, the Market Manager, market staff or the general public.
- (c) 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.
- (d) Traders must comply with all regulations, orders and byelaws that may be in force from time to time.

#### **15. FAILURE TO OBSERVE RULES**

- (a) In the event of a Trader breaching any of these Rules, the Council will issue a warning: a level one warning for initial/minor breaches and a level two warning for subsequent/multiple/serious (at the Market Manager's discretion) breaches. Warnings will be held on file for one year following issue.
- (b) If a level two warning is issued (whether following previous warnings or not) and a further breach occurs (even if of a different Market Rule), the Market Manager may in his/her absolute discretion choose to suspend or terminate a Trader's licence.
- (c) In the event of a temporary suspension Market Fees would still be payable and stock would need to be removed for the suspension period.
- (d) As an alternative to the above and if the Market Manager considers a very serious breach of the Market Rules has occurred he/she may, in his/her absolute discretion, immediately terminate a Trader's licence. If this occurs the Trader's stock must be removed within two Market days. If this is not done, Council staff will remove the stock to storage and a fee will be levied for the work entailed and the storage costs.