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**DIRECTORATE FOR COMMUNITIES AND THE ENVIRONMENT**

**FEBRUARY 2021**

**Market Office tel. (01524) 414251**

**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. For definitions of terms used within this document, please consult the Market Office.

**1. GENERAL AUTHORITY OF THE MARKET MANAGER**

1. Traders and all attending the Market are required to observe and abide by these Market Rules and carry out the reasonable instructions of the Market Manager.
2. The Market Manager is responsible for the general administration of the Market including its management.

**2. ALLOCATION OF STALLS/UNITS/PITCHES**

1. Stalls are available for casual attendances. Traders wishing to book a Stall or an external pitch 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.
2. Consideration will be given to Commodities when allocating Stalls/Units/Pitches to Traders. Unrepresented Commodities will be given preference. The Commodities sold in the immediate vicinity of the vacant Stall/Unit/Pitch will also be considered. If a Commodity is already represented on the Market, Casual Traders must trade for a minimum of two days per week.
3. Allocation of Stalls/Units/Pitches and consideration of applications from Permanent Traders wishing to move Stalls/Units/Pitches will be at the discretion of the Market Manager.
4. 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.
5. A licence will be issued to Permanent 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/UNITS**

1. Stalls and Units must be open, un-sheeted, occupied and ready for trade when the Market is open to the public and must not be closed or sheeted up until after the Market closes to the public. The opening hours can be found within the Welcome Pack which is issued to all new Traders. Sheeting up and leaving goods on the Market applies only when Security Arrangements are in place and have been paid for by individual Traders. In either instance, goods and fittings must then be removed from the Market should Security Arrangements not be in place or paid for.
2. In the event of any unavoidable delay due to a reasonable cause, the Market Manager may at his/her discretion allow a Stall to remain sheeted or a Unit closed for a short period of time until the arrival of the trader or their staff.
3. 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. Market Staff will 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.
4. Absenteeism on a regular basis or consistent late attendance may result in application of Section 15.

**4. USE OF STALLS/UNITS**

1. All Stalls and Units are owned by the Council and must not be extended, altered or the orientation of the Stall changed without the Market Manager’s permission. 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 and only allowed if the Stall retains its integrity/stability – Stall boards and bars must not be removed from the Market. Stalls must be returned to their original state at the end of their occupation – if not, the Trader responsible for the alterations may be charged for the cost of returning the Stall to its original state. Parts must not be removed from one Stall to be placed on another. The electricity board attached to the Stall must not be removed or tampered with other than for re-set purposes.
2. Permanent Traders who have the Market Manager’s permission to display their licenced Commodity on a vacant Stall must pay a fee which will include rates fees. The minimum period of use is one month. Two weeks’ notice must be given to cease the arrangement. Permanent Traders applying for the Stall would take preference (with one week’s notice from the Market Office to enable goods to be removed). The Market Manager will not grant such permission within 12 months of a Trader terminating a licence for the Commodity to be displayed on a vacant Stall.
3. Where additional space is used and charged for (at the Market Manager’s discretion), one month’s notice must be given before the space is increased/reduced (see Welcome Pack for cost details).

**5. HEALTH AND SAFETY**

1. 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 or to cause a trip hazard.
2. Changes must not be made to the water system (pipes/taps/dead-legs in Units or Traders’ mess room) without the Market Manager’s permission.
3. When closing the Stall/Unit at the end of trading, it is each Trader’s responsibility to ensure their electrical appliances are switched off.
4. Traders are not permitted to have any naked flames such as lit candles/incense sticks, portable grills or gas burners.

**6. GOODS**

1. A Trader shall not stock, display, store for collection (including items sold online), or sell any goods other than those specified in his/her licence (Permanent Traders) or specified in his/her application form (Casual Traders) and/or agreed with the Market Manager. Goods may only be sold from the allocated Stall or Unit which should be kept fully stocked with those goods specified in the licence. Changes or additions to Commodities must not be made without prior written consent from the Market Manager.
2. 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).
3. 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 on the Market and (if a Permanent Trader) will have their licence terminated with immediate effect.
4. Any Trader found in possession of or suspected of selling goods of a counterfeit nature will be reported to Trading Standards.
5. 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.
6. The sale of second-hand goods is limited 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 Manger.
7. 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 Lancaster City Council promote, incite or glorify hatred, violence, racial, sexual or religious intolerance or could bring the Council into disrepute.

**7. TRAILER SPACE/CAR PARK**

1. 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.
2. 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.
3. Traders must not park in the Trailer Space when the area is in use for trading. It will be at the Market Manager’s discretion to assess whether the Trailer Space parking would affect other Traders and their businesses.
4. Traders must not display or sell goods from the car park area or parking bays other than in the Trailer Space.

**8. VEHICLES, MARKET TROLLEYS AND STORAGE CAGES**

1. No vehicles, except emergency vehicles, shall be permitted to park on the paved area at any time without authorisation from the Market Manager (this includes the area adjacent to the Station Pub/Wacky Warehouse).
2. Traders must inform the Market Office when wishing to commence or cease using a storage cage and must sign an allocation sheet upon allocation. One full calendar month’s notice is required to cease using storage cages.

**9. GENERAL**

1. 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.
2. The opening and closing of all Market doors shall be at the discretion of the Market Manager.
3. 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 during the Trader’s absence, the Market Manager must be advised of the manager’s contact details.
4. Traders are required to keep and leave Stalls/Units in a reasonably clean condition at all times.
5. 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 on the Market and subsequently on an annual basis.
6. 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.
7. 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 a current 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.
8. 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 at all times.
9. The Market Manager must be informed immediately of any change of contact details.
10. Fire doors are alarmed and should be used only in the case of emergency.
11. The Council will endeavour to provide a wifi service as an enhancement to the Market but do not propose that this will be a ‘service’ provided to traders. (See welcome pack for further conditions)

**10. MARKET FEES**

1. For Permanent Traders all monthly Market Fees must be paid in full in accordance with the directions on the reverse of the invoice and no Permanent Trader will be allowed to be in arrears at any time.
2. For Casual Traders payment of Market Fees must be made prior to the allocation of a Stall or Unit with a credit or debit card.
3. Traders afforded a promotional rate are responsible for payment of the Market Fees for the full term stated on the licence. Promotional rates will be offered to a Trader only once during a rolling 12-month period.
4. The Market Fees applicable are subject to increase and will be re-assessed annually.

**11. SALE OF BUSINESSES**

1. 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.
2. The Market Manager must be introduced to and may wish tointerview the proposed purchaser of the business. The Market Manager reserves the right to refuse any applicant as he/she sees fit.
3. 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 6(a).
4. 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).
5. 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 for storage cages.
6. The Stalls/Units are owned by the Council and would therefore not be included in any business sale.
7. No Trader shall be allowed to sell a business if their account is in arrears.

**12. COMPLAINTS**

1. Complaints by Traders of any matters affecting the Market must be brought to the attention of the Market Manager in writing, who will respond within ten Market Days.
2. 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. TRADER’S RIGHTS**

1. 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.
2. The Council will provide necessary supervision during Market Days.

**14. CONDUCT**

1. Traders must comply with the values and behaviours expected of all Traders. These are listed on the Traders’ notice board and in the Welcome Pack.
2. 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.
3. Any Trader who brings a child or children under the age of fourteen to the Market or a dog shall be responsible for the conduct of the said child/children and/or dog(s), and in particular for any damage or nuisance caused by them. Dogs brought to the Market must be kept on a lead at all times.

**15. FAILURE TO OBSERVE RULES**

1. 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 Manager’s discretion) breaches. Warnings will be held on file for one year following issue.
2. 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 Permanent Trader’s licence or deny a Casual Trader permission to trade on the Market temporarily or permanently.
3. In the event of a temporary suspension Market Fees would still be payable and stock would need to be removed for the suspension period.
4. 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 Permanent Trader’s licence/deny a Casual Trader permission to trade. 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.