



Wisbech Town Council



Market Trading Information Pack

Welcome to Wisbech Market

Wisbech has a long history of market trading and supplying quality goods to the local area, and the Council hopes that you have a successful time being part of that continuing, vibrant, trading community.

This Market Trader Information Pack explains Wisbech Town Council's obligations and ways of working, and the rules with which you must comply when you rent a market pitch.

Please do not hesitate to contact the Council offices if there is something you want to bring to the Council's attention.

Please note that Town Hall office hours are 9.00 am – 3.00 pm Monday to Friday inclusive (answerphone available out of hours) and that the Markets and Allotments Officer is employed on a part-time basis. However, a Council Officer will endeavour to get back to you as soon as possible if no-one is available to take your call. The Markets and Allotments Officer is available for setting up queries from 6.30am Thursday – Sunday.

All stallholders, whether Casual Traders or Licensees, or car booters, shall be subject to the Council's Rules and Regulations which apply to all aspects of traders' conduct whilst on the

Market Place. Any stallholder who contravenes any of the Regulations relating to the market may be refused permission to a pitch.

Administrative Services and Civics Officer

Tracy Bidwell-Hazell

Customer Services and Liaison Officer

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tbc



Contact Details

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Wisbech Town Council

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If you have any questions regarding these rules, please do not hesitate to contact us.

In these regulations (a) the singular includes the plural and/or (b) the masculine includes the feminine.

Stallholders shall comply immediately with all reasonable directions of the Council.

Any reference within the Market Licence, or Market Regulations to an Act of Parliament or regulation shall refer to that Act or regulation as it applies and any later amendment.

Stallholders shall not impede or interfere with the Licensor's rights of possession and control of the pitch and shall comply with all reasonable directions of the Council.

Shoppers' Charter

Wisbech Town Council wishes to ensure that both traders and consumers enjoy the experience of Wisbech Market shopping.

The Council hopes that stallholders are courteous and helpful and that the wide choice and variety of goods and services on offer represent good value.

It is the Council's intention that consumers will not have any problems with sales and purchases, however if any problems arise, the law provides certain protection:

- All goods must be safe and fit for the purpose for which they were purchased.
- All goods must be as described.
- Services must be as described and carried out in a proper manner with the provider using reasonable skill and care, and carried out within a reasonable time and at a reasonable price.

However, there is no legal entitlement to compensation or redress for a consumer who has changed their mind regarding, colour, style, size etc of the article; they have no further use for the goods; a cheaper product may be found elsewhere, or the goods have been mistreated after purchase or used for a purpose for which they were not intended.

Terms of Reference

Bye-Laws - means any Bye-Laws adopted by and published by the Council. Where there is any discrepancy between this Licence and Bye-Laws, Bye-Laws take precedence.

Licensee - means a stallholder who has signed a Market Licence with the Council, thereby becoming a licensed trader. This Council encourages regular traders to become Licensees. Licensees are guaranteed a trading space (unless there are exceptional circumstances).

Licensees will be permitted to sell only the goods stated on their Licence. The Licence will specify also the days that the trader is licensed to trade, the size of pitch to be occupied and the fee to be paid.

Car boot trader – means an unlicensed, private individual, selling household and/or garden goods on the market with the agreement of the Council. Car boot traders will be given a trading space if available and is not required for a Licensee or Casual trader. Currently, car boot trading is permitted on Thursdays and Sundays. Pitches are allocated by the Markets and Allotments Officer.

Casual trader - means an unlicensed stallholder trading on the market with the agreement of the Council. Casual traders may be given a trading space if available once all licensed traders have been accommodated. Anyone wishing to trade casually on Wisbech Market shall, in advance of each occasion, seek the Council's agreement (usually through a communication with an Officer of the Council). Casual traders shall not attend the Market unless prior consent from the Council has been obtained. Any casual trader who attends on a regular basis may be required by the Council to become licensed.

Council (unless otherwise designated) - means Wisbech Town Council, and includes any duly authorised Wisbech Town Council officer, representative or agent.

Fittings - means any free standing structure or additional attachments used for displaying goods, not normally comprising of the make-up of the stall.

Further Market - means a market which is not a Special Market (see definition below).

Goods - means services offered, or provisions, commodities and articles brought into the Market for the purpose of display or sale. Permission must be sought from the Council to amend goods traded.

Licensor - means Wisbech Town Council, located at 1 North Brink, Wisbech, Cambridgeshire PE13 1JR.

Market Place - means any location where Wisbech Town Council has the right to hold a market.

Pitch - means the place or space in the Market Place where the stallholder is positioned containing the agreed stall or number of stalls, allocated to the individual stallholder from time to time.

Traders' waste – Wisbech Town Council does not provide a trade waste and collection service for market traders. Traders need to remove all and any trade waste from their pitch at Wisbech Market at the end of their trading day(s). Any trade waste left on the Market Place by a trader will result in the Council having it removed and the costs for this will be passed on to the trader or traders who has/have caused the waste to be deposited on the Market Place.

Special Market - means a market specialising in a specific style of goods, or traders by reference to geographic location or style of production.

Stall - means any structure, standing bench, table, place or space and any vehicle or trailer used or intended to be used for the display or sale of goods.

Stallholder - means a trader given permission to trade on Wisbech Market, whether Licensed or Casual. Active stallholders must inform the Council of any changes to their names or contact information.

1 Trading on Wisbech Market

1.1 Wisbech Market may trade 7 days a week.

1.2 Market trading may be varied by the Council by virtue of public holidays or during community events held by Wisbech Town Council. Further or Special Markets **may** be held by the Council at these times if it wishes.

1.3 No person shall bring any goods into the Market Place for the purpose of sale prior to 6.30 am. The Market Place shall be open for trading from 7.30 am. Stalls must be set up and non-trading vehicles off site by 9.00 am.

1.4 Stallholders must vacate the Market Place by 6.00 pm (5.00 pm November – February). Any later trading is by agreement with the Council. Any traders who have requested, and received, permission to stay on site after this time must cleanse their pitch area of any waste matter in an appropriate manner.

1.5 Trading may be cancelled at the discretion of the Council due to extraordinary circumstance (including extreme weather conditions).

2 Pitches

2.1 The allocation of a pitch in the Market by the Council is personal to the stallholder who must NOT permit anyone else to occupy that pitch apart from employees of the stallholder. The stallholder shall be responsible for the acts and omissions of their employees or agents whilst on the Market Place.

2.2 Stallholders shall occupy only the pitch or position as agreed with the Council.

2.3 No stallholder shall hawk or carry about any article for sale around the Market. All goods for sale must be sold from the stallholder's pitch.

2.4 No stall or stallholders' equipment may be left on any pitch overnight without permission of the Council.

2.5 If a Licensee is prevented from occupying his/her pitch due to the unauthorised occupation or stationing of any vehicle, object or thing; then an alternative may be offered by the Licensor as close as possible to the usual pitch. In the event that an alternative is unavailable, the extent of the Licensor's liability shall be to reimburse the Licensee the equivalent of the pitch fee for the period that the pitch cannot be occupied.

2.6 Any unattended Licensee's pitch may be allocated to any waiting Casual trader unless the Council has been requested to exceptionally reserve the pitch.

2.7 For two weeks in each year (notification of which shall be given in advance) the Licensor shall be at liberty to host the Mart Fair in the Market Place and a Licensee shall not be entitled at that time to use his/her usual pitch. A Further Market may be held at this time by discretion of the

Council and pitches allocated on a first-come-first-served basis, with preference given to Licensees usually trading on the day(s) in question.

2.8 The Council will give Licensees advance notice of any Further Market or Special Market.

2.9 Permission to trade is personal to the Licensee/Casual trader. On any transfer of the trader's business, any existing Licence or casual trading right will terminate. A new owner will not be permitted to use a pitch unless agreed with the Council.

2.10 Any Licensee wishing to give up his pitch shall give notice, in writing, to the Council.

2.11 Every stallholder shall as often as is necessary, during any day on which the allocated pitch is used for the sale of goods and before he leaves the Market Place, cause all refuse from his trade or business to be removed and the area occupied by him cleansed to the satisfaction of the Council.

2.12 Stalls and fittings and the space below and adjoining stalls must be kept clean and free from litter. Without prejudice to any liability that there may be under the Environmental Protection Act 1990, if a stallholder fails to comply with these Regulations the Council may remove the refuse and cleanse the area aforementioned and the stallholder shall be liable to pay the Council's costs thereby incurred.

2.13 All stalls shall be constructed and maintained in a thoroughly safe manner and in good repair to the satisfaction of the Council.

2.14 The Council disclaims all liability for accidents caused by, or arising from the disrepair, condition or construction of any stall not owned by it.

2.15 Anyone using the water taps available on the Market Place shall make sure that they are used appropriately and turned off properly after use.

2.16 The dedicated electricity supply on Wisbech Market is available to all stalls that wish to connect to it (subject to the approval of the Council and Health and Safety best practice). All cables must be in good order, have showerproof connections and be covered to the required safety standard to remove potential trip hazards in the interests of public safety.

2.17 Car boot pitches are allocated on a first-come-first-served basis.

2.18 Car boot goods must be placed on a table or other appropriate structure (unless too heavy/large).

3 Rents and tolls

3.1 Market Tolls shall be calculated by measuring of space occupied.

3.2 Except as hereinafter provided, all Market Tolls shall be payable on Trading Days on demand to the Council.

3.3 A Licensee may elect to pay rent monthly, or quarterly, in advance, by Standing Order for the duration of the Licence.

3.4 Licensees will, unless prevented by a good reason, inform the Council beforehand of their intention not to stand on any particular day or when annual holidays are taken.

3.5 A pitch may be reserved for seasonal use on a yearly basis on an advance payment of a reservation fee, and at the discretion of the Council.

3.6 The Council reserves the right to give up to one week's notice to terminate the arrangement between it and the Licensee. On such termination the Council will re-pay to the Licensee a proportionate part of any advance payment made by him.

4 Electricity

4.1 The consumption of electricity and/or water is at the discretion of the Licensor.

4.2 The stallholder may not add to or alter the electrical wiring provided by the Licensor. The stallholder must provide his own lamps and connecting plugs and all other electrical cabling and apparatus, which he shall maintain at all times, and use, in a proper and safe manner.

4.3 The Licensor will take all reasonable steps to ensure uninterrupted electricity supply. However, in the event of a power failure, it is the responsibility of the stallholder to provide their own alternative source of power.

4.4 The stallholder may not install heating apparatus of any kind.

4.5 The stallholder may not install any other apparatus that will result in a total electrical rating for the pitch greater than 10 amps.

4.6 The Council expects traders to take care in using the electrical system. In the event that a trader causes damage to the system, the Council may seek to recover any consequent repair costs.

5 Prevention of Obstruction and Nuisance

5.1 The stallholder agrees not to do or permit to be done anything which in the opinion of the Licensor may be a nuisance or annoyance to any member of the public or which may be detrimental to the efficient operation of the market or which may be a nuisance or disturbance to neighbours or residents nearby.

5.2 Traders' vehicles and/or goods delivery vehicles may only be brought into the Market in such a manner as will cause no obstruction to any public road, pavement or footway used by the public nor inconvenience to other stallholders or the occupiers of any premises adjoining the Market and may not stand for longer than is reasonably necessary.

5.3 All traders' vehicles (other than approved trading vehicles) must be removed immediately they have been unloaded. Approval for the siting of any vehicle on the Market Place during trading hours must be sought from the Council.

5.4 Where approval is given for a trader's vehicle to remain on the Market Place, the approval will relate to no more than one vehicle per trader.

6 Hygiene and Safety

6.1 The stallholder (if selling foodstuffs) shall comply with the requirements of the (Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety Act 1990 (as amended).

6.2 All food traders must provide evidence that they are registered with their local authority (usually Fenland District Council). A Fenland District Council (FDC) stamped copy of their completed registration form or letter/e-mail from FDC would suffice.

6.3 Confirmation that they have been rated in accordance with the national food hygiene rating scheme within the last two years.

6.4 Confirmation that their most recent food hygiene rating was at least 3 (satisfactory) or higher. You can double check this by visiting www.food.gov.uk

All food premises trading in the Fenland District Council area are subject to the inspection and enforcement of hygiene standards by authorised officers.

Routine visits are made to premises, most often on an unannounced basis, ranging from the smallest individual trader to large multinationals, from mobile food caterers to national suppliers of manufactured foods. The frequency of our inspections depends on the level of risk associated with the type of premises and their past record.

The purpose of an inspection is to:

- *ensure that food is being handled and produced hygienically*
- *ensure food is safe to eat*
- *look at the potential risk for food poisoning or injury as a result of food consumption*
- *ensure that food handling staff are trained in food hygiene and handling practices*
- *inspect the condition of the equipment at the premises*
- *ensure there are precautions to prevent pest infestation*
- *ensure that staff are aware of the importance of personal hygiene.*

Any establishment or producer providing food which does not meet the basic safety guidelines or if unsatisfactory conditions are found, action is taken through the issue of written warnings, service of legal notices, prosecution of offenders or the closure of part, or whole of food premises, where there is an imminent risk to health. If you have any questions concerning the above contact Fenland District Council on: Phone: 01354 654321 or e-mail: environmentalservicerequests@fenland.gov.uk

7 Insurances

7.1 All stallholders shall hold a valid public liability insurance policy for claims up to £5,000,000 and the Council shall be at liberty, upon reasonable notice, to call for and inspect such policy of insurance.

7.2 Stallholders must inform the Council of any changes to their insurance details.

8 Goods Offered for Sale

Stallholders shall offer for sale from their stalls only those goods approved beforehand by the Council.

9 Casual Traders

9.1 Unless prior agreement has been reached with the Council regarding the occupancy of a vacant Licensee's pitch, any vacancies may be let. Preference will be given to goods offered which differ from that normally sold on that pitch.

9.2 No Casual trader shall occupy a pitch on the Market Place before 7.00 am unless prior authorisation has been given by the Council.

Consequences of Breach

All allocations of pitches or stalls are made on the express understanding that they may be terminated forthwith by the Council in the event of any contravention by a stallholder of these Regulations.

Complaints

Any complaint concerning the Market Regulations, the operation of the Market, or the directions of Wisbech Town Council staff must be made in writing to the Council.

For full details of Wisbech Town Council Complaints Procedure please see the website:
<http://www.wisbechtowncouncil.gov.uk/complaints.html>



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