

# **Gainsborough Market Rules and Regulations**

Gainsborough hosts a historic open-air general market every Tuesday and Saturday right in the centre of town. The market provides a variety of products ranging from pet supplies, sweets, clothing and flowers, local fruit and veg, homemade cakes, fresh fish and quality meats.

All Traders admitted to the market shall at all times conduct themselves in accordance with the requirements of the Bylaws and Regulations applicable to the market and without prejudice, West Lindsey District Council reserve the right to allow the Towns Manager to amend or alter or vary these rules if it is in the general interest of the Market to do so.

The Rules of trading are set out below:

## **1. Times of the Market**

Tuesday - 9.00am to 2.00pm

Saturday - 9.00am to 2.00pm

And such other times as the Council in their discretion resolve. Traders agree to stand during the core hours of Gainsborough Market as set out above. Any trader leaving before the set time without permission from the Towns Manager will be dealt with in accordance with Regulation 14 below. Any trader wanting to stay on the Market longer than the times stated may do so provided they have the prior approval of the Towns Manager but must be off the Market before 4.30pm

## **2. Charges**

- a. Traders will be notified of all current charges for stalls, pitches, and any surcharges as shown on the WLDC website. These may be amended by the Council at their sole discretion at any time through delegated responsibilities. Any decision to amend charges on a temporary basis (i.e. the offer of incentives) will be agreed by the Director of Operational and Commercial Services and the Towns Manager. Traders will pay in advance by invoice with payment due the week before the market day. Payment on the day is by prior arrangement with regular registered market traders only and does not apply to traders on the Farmers Market.
- b. Traders who miss payments will be required to abide by the invoice conditions, failure to do so will lead to disciplinary action and potentially they could be asked to leave the market.
- c. Registered Traders must pay any arrears in full within four weeks of their return to the market. If traders fail to do this, they will be dealt with under Regulation 14 below.
- d. Casual Traders may trade for an introductory period of 6 weeks. After this time, traders who have formally requested via the Towns Manager to stand on the Market may be signed up as registered traders, provided they are not or have not been in breach of any of these Regulations. Traders who do not wish to sign up after this time may be required to leave the Market forthwith, subject to the discretion of the Towns Manager. Casual Traders must advise the Towns Manager of their attendance prior to the Market Day in which then they will be allocated a stall. The same stall/pitch will not be guaranteed for casual traders as they are for registered traders.
- e. During winter and/or in adverse weather conditions (e.g. snow, heavy rain, and/or very strong winds), if less than 25% of booked stalls are occupied, the market will be automatically cancelled. In this situation, Traders who wish to stand will not be charged any rent and any traders who do not wish to stand will also incur no charges. An adjustment will be made on the invoice for the following month. If the Market is cancelled prior to the Market day due to weather conditions, traders are able to set up at their own risk as long as

health and safety requirements are implemented, using their own equipment as no market stalls/covers will be available. Any decision to cancel markets in advance will be taken by the Director of Commercial and Operational Services in consultation with the Chairman of Prosperous Communities Committee.

### **3. Application for and Allocation of Stalls**

All applications must be made to the Towns Manager on the prescribed form who will allocate, subject to their discretion, on a first come first served basis and in the following order of priority:

- a. To any existing Registered Trader who has made an application for an additional stall.
- b. To any existing Registered Trader who applies to transfer from another stall, which he/she will then relinquish.
- c. Subject to trade and business considerations, casual or intermittent Traders in the order in which they appear on the official waiting list which shall be maintained by the Towns Manager.
- d. No material change in class of goods shall be made without the prior consent of the Towns Manager; any Trader wishing to change the line of goods may be required to forfeit their stall allocation and may be repositioned at the discretion of the Towns Manager.
- e. Traders are not normally permitted to sub-let any stall or any part thereof (see Section 9 for exceptions)
- f. Traders agree to comply with any statutory law or bylaw relating to retail markets and sales there from and agree not to offer for sale illegal, prohibited or counterfeit goods, or to offer for sale any “legal highs”. Traders must also comply with the minimum age requirements as determined from time to time by Trading Standards on Age Restricted Sales.
- g. Any Trader selling items requiring a licence or certificate is responsible for obtaining such a licence or certificate at their own expense and is obliged to provide evidence of such immediately upon request of the Towns Manager or Council representative.
- h. Traders shall not offer for sale any goods, which by reason of size, smell, noise, condition or nature are, in the opinion of the Towns Manager, objectionable or inappropriate. Any goods identified as objectionable or inappropriate shall be removed forthwith from the market by the Trader. Disciplinary action will be taken, for any Trader who doesn't comply, as detailed in section 14 below.
- i. A Trader must not bring onto the Market or display for sale any of the following items:
  - Guns
  - Ornamental weapons, including replica guns, swords and knives
  - Combat knives, machetes and sharp bladed instruments
  - Martial art weapons and other offensive weapons
  - Air guns
  - Catapults
  - Cross Bows
  - Tobacco
  - Medicines, drugs or ancillary equipment
  - “Legal highs”
  - Alcoholic drinks, unless licence details are provided to the TOWNS MANAGER

- Pet animals, or fish or livestock in contravention of the Pet Animals Act 1951 as amended by the Pet Animals Act 1983 or any statutory modification or re-enactment thereof from time to time in force
  - Fireworks, inflammable substances, explosive or other substances or article likely to cause fire, explosion, damage. Excluding the contents of the fuel tank of any vehicle permitted to park in the Market Place.
  - Any product that isn't in the possession of the seller and has been obtained illegally
  - Items of a pornographic nature
- j. Stallholders will supply their full name, address, contact details, prove of appropriate insurance, and relevant trading details to the Towns Manager and agree to inform the Towns Manager of any changes to this information as soon as practicable. The Trader agrees to the Council holding this information. If a potential trader requests a stall and an existing registered trader already sells the same or very similar items on the same day, the application can be refused by the Towns Manager.

#### **4. Absence from the Market**

- a. Registered Traders are entitled to four weeks annual leave and this is applied throughout the year by appropriate reduction in the monthly invoice system. This will apply whether this leave is taken or traded through. The Towns Manager must be notified of annual leave.
- b. If a trader cannot attend for any reason, rent will still be due and payable. However, in exceptional circumstances and at the discretion of the Towns Manager the rent arrears may be written off. Exceptional circumstances are deemed to be non-elective hospitalisation, close family bereavement or other serious incident or illness, and where alternative arrangements for attendance at Gainsborough Market could not be reasonably expected. In the case of long term absence through illness i.e. lasting 6 weeks or more, the Towns Manager may permanently reallocate stalls without prior notice either verbally or written to the Trader.
- c. If a Registered Trader fails to turn up to trade from Gainsborough Market for four weeks or more without prior arrangement with the Towns Manager, they will be deemed to have left and will forfeit their stall(s) and will be invoiced for any outstanding rents. If a Casual Trader fails to turn up to trade from Gainsborough market for two weeks or more without prior arrangement with the Towns Manager they will be deemed to have left and will forfeit their stall(s). In both cases, the trader will need to re-apply to the Towns Manager for a stall.
- d. If a Trader cannot attend the market for any reason, they must contact the Towns Manager by 8am on the day of the market at the latest. If a Trader does either phone, text or email the Towns Manager before 8am on the day of the market and notify the Towns Manager of their non-attendance, half rent will be payable. However, if a Trader fails to attend the market and does not notify the Towns Manager, full rent will be payable. Both circumstances are not applicable if any of the conditions laid out in 4b above apply.
- e. The Towns Manager can be contacted on 07810 658397, or at [Market.Officer@west-lindsey.gov.uk](mailto:Market.Officer@west-lindsey.gov.uk). If a stall is not occupied by 08.30am, or the Towns Manager has not been advised of any late arrival or non-attendance, that stall may be re-allocated by the Towns Manager.

#### **5. Stall Covers**

- a. The Council will provide registered stall holders with covers for stall roof free of charge. These items will be retained by traders for use at each market.

- b. Casual traders must provide their own stall covering in the colours of white, green or white and green striped.
- c. Ownership of covers provided free of charge will remain with West Lindsey District Council. Any trader de-registering from or giving notice to Gainsborough Market must ensure that covers are returned clean and in good condition at their own expense to West Lindsey District Council. Traders will be charged for any damaged or missing covers at the rates applicable, which can be obtained from the Towns Manager, on the date of their last trading day (reasonable wear and tear excepted).
- d. Traders agree to take all good and proper care of covers and to ensure security of covers when not in use. Replacement covers will be provided to traders at the discretion of the Towns Manager.
- e. Traders are not permitted to use the covers provided by West Lindsey District Council at other markets, sales or events.
- f. Use of covers for personal events or use is not permitted.
- g. The use of other stall coverings and colours is not permitted.
- h. Traders accept any risk associated with using West Lindsey District Council covers and will ensure that their public liability arrangements incorporate and insure against claims arising from the use of these covers.
- i. The Council reserve the right to charge for the loss of, or damage to any stall fitting (including lights and Council provided covers) and to recover all and any costs arising as a result of non-compliance by the Trader with this code.

## **6. Vehicle Access**

No vehicle may be brought onto the Market between the hours of 9.00am and 2.00pm

Vehicle access is permitted only as follows:

- Unloading: 6.30am to 9.00am
- Loading: 2.00pm to 5.00pm
- a. The bringing of vehicles onto the Market outside of these times is an infringement of the existing Traffic Regulation Order and may result in action being taken by the Police and will also be dealt with under Regulation 14 below.
- b. In adverse weather conditions, and at the discretion of the Towns Manager, permission may be granted for vehicles to be brought onto the Market earlier than normal to load and leave.
- c. Registered traders will be entitled to park, while they are trading, free of charge (by way of an issued permit) in North Street Car Park. Parking permits remain the property of the Council and must be returned to the Towns Manager immediately on demand. They are not valid for use at any other time and must not be so used. Casual traders may use any of the WLDC car parks but must pay for their car parking.

## **7. Stall Occupation requirements**

- a. Traders will not overhang or project their goods beyond the limits of their stall without the express permission of the Towns Manager.
- b. Traders will maintain their stall in a clean and tidy condition at all times.
- c. Full utilisation of stall space must be maintained at all times.
- d. Traders must not use any street furniture, planters, or surrounding buildings to support displays, stack goods, or store equipment.
- e. Traders may have front displays but must leave a 3m carriageway for access of emergency vehicles. Any trader building out too far will be asked by the Towns Manager to either move or remove their display until the is s Towns Manager satisfied with the space. Any trader who doesn't comply with this will be dealt with in accordance with Regulation 14 below.
- f. Traders may have side displays next to their stalls but only to the discretion of the Towns Manager. Any trader building out to far will be charged for that space as it would be classed as a pitch.
- g. Traders must not unreasonably obstruct the views of any other trader's stalls or shop windows, entrances or exits with their side or front displays.
- h. All traders shall hold a public liability insurance policy for £5 million and shall produce on demand the policy and receipts for premiums paid when requested.
- i. All Traders who sell food or drink products must be registered with their local authority and have a valid, nationally recognised food hygiene certificate.
- j. Traders must advise the Towns Manager in advance of all electrical equipment to be used at the market. It is the stallholder's responsibility to ensure that all electrical appliances are PAT tested and have correct and up to date certification.

## **8. Refuse**

- a. The proper bagging or boxing of all refuse arising from the Traders business on the market is the responsibility of the Trader. Refuse must be adequately contained at all times.
- b. If a self-erect market is held, it is the responsibility of the Trader to remove all refuse from the market on that day

## **9. Transfer of Stall and sub-letting**

- a. No single Trader has the right to transfer their stall or permit it to be used by any other person without the expressed permission of the. Towns Manager.
- b. On occasion, the Council receives requests for specialist markets which Traders wish to manage themselves and sub-let the stalls. The Council welcomes this approach, however there are a number of specific conditions which apply.
- c. All approaches to the Council to run specialist markets will be considered on a first come, first served basis.
- d. A specialist market must consist of a minimum of eight market stalls up to a maximum of sixty stalls. Organisers of specialist markets which require more than 25 stalls will be known as Specialist Market Organisers (SMO).

- e. All specialist markets will pay the going rate for market stall as specified in the Council's Fees and Charges. As resolved by Corporate Policy and Resources Committee, a discounted rate is available for SMO's who request 25 stalls or more. SMO's can then charge their traders a higher rate.
- f. No regular casual or registered trader will be required to move from a regular pitch to accommodate specialist markets without their express permission. The Council's Towns Manager will undertake those negotiations.
- g. For traders who request more than 25 stalls, an Event Plan must be produced and delivered for consideration in a timely manner to the West Lindsey Safety Advisory Group. The recommendations of the SAG must be implemented before the specialist market is allowed to proceed.
- h. SMO's will be responsible for ensuring all regular Terms and Conditions as specified in the document are applied. Should SAG consider that additional measures, including staff, are required to ensure safety at the specialist markets, SMO's are responsible for fulfilling these measures.
- i. SMO's are responsible for marketing and promotional activity for specialist markets, the Council may also undertake promotional activity subject to available capacity.
- j. SMO's will provide a list of requirements for stall numbers a minimum of seven working days ahead of the specialist market. In order to accommodate casual traders, an additional 10% (up to a maximum of 60) of requested stalls will be erected by operational staff.
- k. Should less than 25 traders arrive on the day of the specialist market, the full rate of stall rental will apply to be paid by the SMO.
- l. An invoice covering actual stalls erected will be sent to SMO's within seven days of the specialist market, SMO's should ensure full payment in line with the Council's payment schedule.
- m. The Council reserves the right to postpone or cancel specialist markets if they are not operated in line with these Terms and Conditions.

## **10. Stall Layout**

- a. Traders are responsible for ensuring that all equipment and lighting provided by the Council **MUST** not be removed or tampered with in any way.
- b. Traders **MUST** not move, tamper or remove any part of the stalls. The stalls must remain positioned where they were set out.
- c. Casual traders are permitted to use green and white, or green or white coverings for their stalls only.
- d. West Lindsey District Council and the Towns Manager reserve the right to alter the layout of the market from time to time in order to accommodate any works or other activities. Wherever possible, such changes will be notified to the traders affected by such changes in advance of market days.

- e. West Lindsey District Council and the Towns Manager reserve the right to permanently alter the layout of the market.
- f. Disciplinary action will be implemented for any abuse or misuse of the facilities provided.

## **11. Access**

- a. Access ways for safe and unobstructed pedestrian circulation and emergency vehicles must be maintained by all traders throughout the Market at all times (3m carriageway). This is an essential requirement and non-adherence to this will result in an immediate verbal warning. If the situation arises again, further disciplinary action will be taken as detailed in section 14 below.
- b. Traders must ensure that they do not at any time cause any obstruction to pedestrian and emergency vehicle routes.

## **12. Insurance**

- a. All Traders are required and obliged to carry their own current public liability insurance cover to a value of not less than 5 million pounds, and indemnify the Council against all actions, claims and demands from any person for loss, damage or injury arising out of, or as a result of trading on Gainsborough Market. The Council will not accept any responsibility whatsoever for any claims or liabilities originating from or attaching to any Traders operation in the Market.
- b. All Traders must immediately produce evidence of such insurance to the Towns Manager on request.
- c. Any Trader who fails to produce valid insurance within two weeks of any request by the will be Towns Manager dealt with under Regulation 14.

## **13. Conduct**

- a. Traders admitted to the Market shall, at all times conduct themselves in a reasonable and sober manner, when dealing with, members of the public, other Traders, and officials of the Council.
- b. Any Trader found causing offence, nuisance or injury to any member of the public, another Trader or official of the Council, or being under the influence of drink or drugs, shall be dealt with in accordance with regulation 14 below, and in serious cases will be subject to instant dismissal from the market.
- c. Traders agree to take reasonable steps to ensure the Health and Safety of themselves, their employees and members of the public at all times whilst in attendance at Gainsborough Market.
- d. Traders shall comply with all reasonable and lawful requests made by the Towns Manager or other officer of the Council.



## **14. Disciplinary Action**

- a. The Towns Manager will continually monitor all Traders observance of all aspects of this Code of Conduct. Any Infringement of rules 2, 4, and 6 – 13 inclusive, will be deemed as misconduct and will result in the following action being taken:
  - i. On the first occasion the Trader will be given a verbal warning.
  - ii. On the second occasion the Trader will be given a written warning.
  - iii. On the third occasion the Trader will be dismissed from the Market.
- b. All warnings, verbal and written will be recorded by the Towns Manager and the Traders future conduct will be Towns monitored. All warnings will be retained the Trader's file. Warnings will lapse following a 12 month period from the date the warning was issued.
- c. Any serious breach of Regulations 9 and 13 will be deemed as Gross Misconduct and will result in instant dismissal from the Market.
- d. Any Trader dismissed from the market for misconduct as in paragraph i to iii above, will have this decision confirmed in writing by the Towns Manager within seven days. This section does not apply to contravention of Regulation 4 a-d and f – Absence from the Market.
- e. If any trader has a grievance, then it should be addressed directly to the or Towns Manager, if their grievance is with the Towns Manager, with their Manager.

## **15. Notice period**

- a. Registered Traders wishing to cease trading on Gainsborough Market must notify the Towns Manager, in writing, of their intention to cease trading at least 14 days in advance of their last trading date. Rent for this 14-day notice period remains due and payable and the Council will seek to recover any unpaid rent plus any reasonable costs incurred to recover arrears up to and including the notice period. In the case of a cancelled market or public holiday falling on a market day, traders notice will be postponed and the trader must stand their 2 weeks' notice or alternatively they will be required make payment in lieu of notice.
- b. Traders must return their allocated stall covers to the Towns Manager by the end of their last trading day. Traders will be charged for any damaged or missing items at the rates applicable on the date of the traders last trading day (reasonable wear and tear excepted). Traders may also be liable for any costs incurred to recover items not returned.