

NORTH LINCOLNSHIRE MARKET TRADERS' CHARTER





Welcome to North Lincolnshire Markets

This document is an agreement between North Lincolnshire Council ('the council') and individual traders at all the markets that we operate across the area.

We recognise that in order to develop and maintain vibrant markets the council needs to work closely with market traders. This Charter aims to provide a clear and mutual understanding of roles and expectations, build on and develop good working relationships between us, and promote co-operation.

It sets out what we expect from our traders and also what you can expect from us. It clearly sets out what will happen if things go wrong.

The North Lincolnshire Markets Traders' Charter incorporates the Rules and Regulations and, with the exception of current leases, supersedes all previous documents. It applies to the use by traders of the stalls, ancillary equipment, storage facilities and parking facilities of the North Lincolnshire Council Markets at Scunthorpe, Ashby, Brigg and Barton.

What you can expect from North Lincolnshire Council:

- We will actively promote markets across North Lincolnshire to attract more shoppers
- We will operate our markets to fully comply with the current health, safety and fire regulations, making them safe places to shop and trade
- Our staff will be polite, helpful and treat all traders and customers with respect
- We will not discriminate because of race, age, gender, religion, sexuality or disability and will manage our markets in such a way as to make sure that they provide a safe environment free from such discrimination where all sections of the community can trade together
- We will not tolerate any abusive behaviour on our markets
- Through the Market Traders' Liaison Group we will consult with you on issues that affect your business. The decisions made at the Market Traders' Liaison Group will be published and available to all traders
- We will hold open meetings twice a year to which all traders will be invited
- Staff at the markets will be available to hear your ideas and resolve problems
- When you contact us with a problem the person you talk to will tell you what action they propose to take to resolve your query
- When staff are out of the office we will use answer phones, but in all cases we will get back to you as soon as we can
- If you write to us we will answer letters within ten working days of receiving them. If we cannot give you a full reply within that time, we will acknowledge your letter and let you know when you can expect one and why there is a delay. Our acknowledgement will tell you when we expect to be able to respond

- All our responses will be clear and easy to understand
- In areas of difficulty we will respect your views and seek a mutually satisfactory solution to problems
- We will provide facilities for the disposal of general waste and we will encourage the recycling of materials
- We will provide opportunities and advice for traders to grow and develop their business
- A commitment to working together, bringing together the strengths that each of us have to attract new shoppers to North Lincolnshire Markets

What we expect from our market traders

- Your agreement to trade under the rules and regulations contained in this Charter
- A willingness to provide high standards of customer care
- Respect for fellow market traders and their views and a willingness to seek a mutually satisfactory solution in areas of difficulty
- The same respect and courtesy that you expect from us
- Refraining from using abusive language and threatening behaviour to staff, other traders and members of the public
- Helping us improve the markets service by providing feedback and suggestions
- Sharing your ideas through your representative on the Market Traders' Liaison Group
- Not undertaking any illegal activity which would bring North Lincolnshire Markets into disrepute
- A commitment to working together to attract new shoppers to North Lincolnshire Markets

.....
I agree to abide by the Market Traders' Charter and the Rules and Regulations

Signed

Name Date

North Lincolnshire Markets rules and regulations

This document explains what the Rules and Regulations are for trading on North Lincolnshire Markets.

It is split into four parts.

Part A: Starting out

This applies to everyone who has a stall or pitch on North Lincolnshire Markets.

Part B: Non-leaseholders

This only applies if you have a weekly/monthly let agreement with North Lincolnshire Council for the occupation of your stall. Leaseholders should refer to their lease.

Part C: Housekeeping

This applies to everyone who has a stall or pitch on North Lincolnshire Markets.

Part D: Enforcement

This applies to everyone who has a stall or pitch on North Lincolnshire Markets.

Part A - Starting out

This section applies to all traders

1. How to become a market trader

General markets

We encourage regular trading on our markets and do not currently operate a 'casuals' list. Part A, Rule 2 explains how vacant stalls are allocated. You can also ask to go on the mailing list and receive details of stall vacancies by email. To apply email: markets@northlincs.gov.uk stating your name, postal address and the type of goods you are looking to sell.

You can occupy a stall at one of our general markets either on a 'weekly let' basis or as a leaseholder.

Farmers' markets

We run our Farmers' Markets to FARMA guidelines and they have a separate application process. Please email: markets@northlincs.gov.uk for current details.

2. How general market stalls are allocated

Expressions of interest

If a stall or pitch becomes vacant we will ask for 'expressions of interest'. The stall will be advertised on the market notice board, on the www.northlincs.gov.uk website and sometimes in trade magazines.

If you are interested you must get a form from the Markets Office. You should complete and return it by the date given. In allocating stalls the Markets Operations Manager will take into account the type of trade and shall have absolute discretion to decide whether it is in the best interests of the market.

Informal tender

Sometimes when there may be high demand for a stall, we will adopt a process known as Informal Tender. We will invite tenders for a stall and evaluate them on a balance of three factors. These are: the fee offered, the proposed use of the stall and how it will enhance shopping and the range of goods currently available at the market.

If you are offered a stall as a weekly let you must complete a registration form. By completing this form you agree to sell a fixed class of goods and to adhere to market Rules and Regulations.

The person who attends the market should be the trader whose name is on the registration form or lease. You cannot 'sub let' your stall to anyone else.

We have a limited number of pitches for traders who want to use their own stall or equipment. We allocate these in the same way as we do stalls. The Markets Operations Manager will decide if a stall or equipment is safe and of a suitable appearance. The council's decision about areas allowed for pitches, stall equipment and the traders who may occupy them is final.

We reserve the right not to allocate a trading position even if it is vacant.

3. Keeping each other informed

If your contact details (and those of any contact staff you nominate) change you must let us know.

Part B - Non-leaseholders

This section applies only to non-leaseholders. If you are a leaseholder, please refer to your lease.

1. Legal requirements

1.1 Legislation

To trade on our markets you must comply with all current National and Local Legislation. Enforcement officers visit the markets on a regular basis and non-compliance will result in either a written warning or suspension depending on the severity of the case.

1.2 Employment of children and young persons

All market traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944-48 and the Employment of Children Act 1973. A child is any person not over compulsory school age. "Employed" is extended to include any child who assists in a trade or occupation even where the child receives no monetary reward.

1.3 Health and safety

You are responsible for ensuring the health and safety of both everyone who works on your stall and that of your customers. See Part C, Rule 1 below.

1.4 Insurance

You must provide proof of holding current Third Party Public Liability Insurance. This must be for a minimum of £5 million. You may be asked by the Markets Management or duly authorised officer of the council to produce your certificate during trading hours.

You shall indemnify against all costs, claims and convictions arising as a result of your operations on the market.

Traders shall have no claim against the council for any loss, injury or damage sustained through fire, theft or any other cause whatsoever unless negligence on behalf of the council is shown. Nor

shall they have a claim of compensation for loss of goodwill or otherwise on the termination of their regular stall or at any other time.

You must make sure that stock, fixtures, fittings and any other valuables brought into the market are adequately insured.

2. Selling at our markets

2.1 What you can sell

You can only sell the items that you put on your application form. When we allocate stalls we will take into account the goods sold on neighbouring stalls and the overall balance of trade on the market. We want our markets to be successful and will look to introduce new and under-represented goods to bring in new customers.

2.2 What you cannot sell

We do not allow the following to be displayed, sold or stored by traders on our markets:

- Live animals, birds and other fowl
- Counterfeit or 'fake' goods
- Illegal substances and weapons (including firearms and accessories)
- Services such as acupuncture, ear and body piercing, tattooing and electrolysis
- Explosive materials (including fireworks)
- Certain hazardous liquids
- Bulk gases
- Any substance that might be a source of danger to anyone attending the market
- Any item that is offensive to public taste and morals

The Markets Operations Manager's decision on such matters is final and binding.

2.3 Changing what you sell

If you want to change or add to the lines, you must write to the Markets Operations Manager. You

may be asked to fill in a new registration form. We deal with each application on its own merits and the decision of the Markets Management is final.

3. Market charges (rents)

The council sets the market charges. You must pay these on demand on the market day unless monthly payments have been set up. Lock ups are let for consecutive days and charged for weekly, regardless of the market being open.

When you pay we will give you an official receipt. You should keep this during the day as the Markets Management may ask to see it.

It is your responsibility to pay the market charges that you owe, whether or not demanded. You must not withhold payment for any reason.

If you fall into arrears we will take action to recover the money. We will add a late payment administration charge of £50 to the amount you owe. If we have to take legal action to recover the debt we will charge you for the cost of recovering the money.

If your account is in arrears for a period of more than 4 weeks we reserve the right to suspend you from trading until all arrears have been paid in full. We will be entitled to resume possession of your stall. Your stall will then be re-let. The suspension will apply to trading on any North Lincolnshire Council market until such time as all arrears are paid in full.

You must use only the stall or ground that you have paid for. In some cases you may be able to pay to use more space around your stall. Details of how this works are given in Part C, Rule 2.

We reserve the right to review charges as we see appropriate. We will consult with traders on such charges through the Market Traders' Liaison Group.

4. Market hours

The days and the hours of trading at the markets are shown in Appendix 2. We review these from time to time to meet the needs of our customers.

Your stall should be open for business during the opening times of the market unless you have told us in advance that you are not attending. You cannot trade before or after these times and you must vacate your stall or pitch within 2 hours of the closing time.

In the case of severe weather we may change these operating hours. See Part C, Rule 13 below.

5. Non attendance & holidays

5.1 If you cannot attend a market

You must claim your stall or pitch by 9am. After this time we reserve the right to allocate it to another trader for the day. If you do not attend you still have to pay the full charges as a 'reservation fee' for when you return. This applies whether the stall is re-allocated or not.

If you do not attend for three consecutive weeks (or months in the case of monthly markets) without valid reason or prior notification your stall will be reallocated permanently.

On the fourth 'ad-hoc' occasion that you do not attend within a 12-month period without valid reason or prior notification and agreement, your stall will be reallocated.

5.2 Sickness and bereavement

Sickness: If you cannot attend because you are ill and a doctor's certificate is provided, we may grant up to 2 weeks free of market charges in any 12-month period.

Long Term Illness: We will consider each case individually where you cannot trade because of long-term illness (a period of over 4 weeks) and a valid medical certificate is provided.

Bereavement: If you have a close family bereavement and cannot open your stall to trade you can ask for up to one week's trading absence with no charges payable. We will consider each case individually. A close family bereavement is defined as mother, father, brother, sister, son, daughter, husband/wife or co-habiting partner.

6. Holidays

If you have been on one of our daily or weekly markets for 12 months (with no breaks in attendance), you will be entitled to 3 'weeks' charge free in the next qualifying period. The qualifying period runs from 1 April – 31 March. During this charge-free period you can either continue to trade or take leave.

To do this you must give us at least 4 weeks' notice in writing of the dates you wish to claim. All leave must be taken by 31 March each year and cannot be carried over into the next year. A 'week' will comprise of your usual trading day or days on a particular North Lincolnshire Council market.

In the your first year we calculate holidays from your start date on a pro rata basis up to the following 31 March (i.e. for every 4 full months of continuous trading between your start date and the end of the following March you will be entitled to one holiday week). After this, provided there is no break in trading, you will be entitled to three holiday weeks between 1 April and the following 31 March. Any unauthorised break in trading will mean a loss of accrued holidays. We will start the calculations again from your return date.

On monthly markets you will not be granted free trading days but can take up to three days' leave without paying rent. You must write and give us one week's notice of the dates that you wish to claim. Again, all leave must be taken by 31 March each year and cannot be carried over to the next year.

7. Conditions relating to the use of stalls

7.1 Signage

You are required by law to prominently display your name, stall number and classification of goods on your stall. We can help with these signs when you register.

So that customers are not misled it is your responsibility to make sure that all signage on or above the stall correctly states your trading name and accurately describes your business.

You can only display signs on the stall that relate to the business you undertake on the stall. They must comply with the Trade Description Act and should not be in any way misleading or offensive to members of the public.

Signage displayed on your stall should be of a professional standard, free from spelling and grammatical mistakes. We can help by producing simple A4 posters and point of sale displays. We reserve the right to refuse any signs that we think are inappropriate.

7.2 Damage and making alterations

You are liable for any damage to your stall and its fittings. If you want to make any alterations to the structure or fittings of your stall (or ask someone to do this on your behalf) you must get the written permission of the Markets Operations Manager before any work starts.

If you occupy one of the temporary stalls in Brigg and want to make changes to the structure (for example taking out boards and bars) you will need to get permission in writing. This consent will apply to all following street markets unless the permission states otherwise or is time limited.

If a stall has been damaged during use, we will recover the cost of the repair from the trader using whatever legal action is necessary.

If any equipment belonging to the council is damaged or stops working you must report it immediately to the Markets staff by contacting the Markets Office. Do not attempt to repair it yourself. For safety reasons you must not interfere with any plant, machinery or equipment belonging to the council.

7.3 Lighting

In the interests of electrical safety you need the written consent of the Markets Operations Manager to add to the lighting on your stall. You must not make any changes to the electrical wiring and fittings provided by the council.

7.4 Fire

It is your responsibility to take all appropriate precautions against fire. Where necessary you should provide an Emergency Evacuation Plan for your stall(s) and any staff working there and send a copy to the Market Office. If you are in any doubt ask the Markets Operations Manager for advice.

To minimise the risk of fire we do not allow the following to be used on our markets without the prior written consent of the Markets Operations Manager.

- Generators
- Heaters
- Naked flames
- Motorbikes or motorised vehicles (other than during set up and break down)
- LPG cylinders
- Cooking apparatus

8. Obstruction

Please consider your neighbours! Side displays and sheeting should not unreasonably obstruct the views of your neighbours' stalls. In the case of street markets this also includes adjacent shops. Transparent back sheeting should be used.

You are not allowed to perform any act that may cause persons to congregate around the stall and cause an obstruction.

9. Terminating your stall

In the event of the council or a trader deciding to terminate occupancy, the council or trader shall give four weeks notice in writing, on the expiration of which the occupancy shall cease.

Part C - Housekeeping

This section applies to all traders

1. Health and safety around your stall

You are responsible for ensuring the health and safety of everyone who works on your stall and your customers.

It is your responsibility to make sure that there are no trip, slip or fall hazards around your stall. You must ensure that any spills or other debris such as vegetable waste are cleared up immediately. Boxes and stock must not be left on the floor in the public areas surrounding your stall.

If you see something on the market that you think is unsafe, please report it to the markets staff.

2. Use of space around stalls

To make our markets safe places we must make sure that there is room for people to move around the market safely – and to get out quickly in the event of a fire or other emergency. We must also make sure that our markets meet the specific needs of disabled customers.

Your displays must not extend beyond your stall frontage unless you have written approval. This includes the use of trestles, dress rails and carousels. The defined trading area for your stall type is given in Appendix 4.

2.1 Applying for additional space – Scunthorpe and Ashby markets

In certain areas of the market you can apply for permission to use, for specified purposes, some of the area adjacent to and surrounding your trading area. There is a charge for use of this additional space.

We have coded the market into 3 zones: green, red and amber.

In doing this we have looked into Fire Regulations, Health and Safety issues, disability access issues, the access to and around the stall(s) and the effect on the flow of public to and around the stall(s).

If your trading area is within a green zone you can apply to use additional space.

If your trading area is within red zone we cannot give permission to place items outside your trading area.

Amber zones mean that displays can only be approved on one side of the aisle, i.e. traders opposite each other cannot both put out displays.

2.2 How do I apply?

Only applications made on the Use of Space form available from the Markets Office will be considered. Before you use any space the signed written agreement must be in place.

2.3 Assessing the application

When you apply we will acknowledge your application and contact you if we need more details.

The Markets Operations Manager will consider your application. He will use his discretion to take into account the effect this will have on adjacent or nearby traders and any specific health and safety concerns relating to the type of goods or how they are displayed.

We will write and tell you within 10 working days what space can be used and how much it will cost. You will then be given a written Agreement for Use of Space that tells you which space can be used and what it can be used for. The Markets Operations Manager signs this and you sign it as the trader.

2.4 How do I appeal against the decision?

If you are not satisfied with the decision you can appeal. You must write to the Markets Operations Manager saying that that you wish to appeal the

decision within 14 days. In the letter you must specify the grounds of your appeal.

The Tourism and Town Centres Manager makes the appeal decision. We can only take into account what you have told us in writing. We will write and let you know the decision within 28 days. The decision of the Tourism and Town Centres Manager will be final. You must not continue to use space that is subject to an appeal during this period.

2.5 How much do I pay?

We charge per linear foot for a maximum width of 24 inches. The cost is £0.10 per linear foot per trading day of the hall or market up to a maximum of five days per week.

Sometimes the 24 inches may be extended subject to health and safety considerations. In these cases we will agree an appropriate rate with you.

Payments will be made in accordance with the Agreement for Use of Space and will be due weekly on weekly licensed markets. If you pay your rent monthly, it will be added to your monthly account.

2.6 What happens if I don't have an agreement for use of space?

If you use any space surrounding your trading area without permission then the Markets Operations Manager will assess the use of space against the above criteria.

If it meets the criteria, the space is charged at a rate of £5 per linear foot per trading day of the hall or market up to a maximum of five days per week. This will be added to your account.

If the use of space does not meet the criteria, then we will take action in accordance with Part D, Rule 1. The Market Operations Manager has the authority to remove and dispose of any items that, in his opinion, are causing an obstruction.

The relevant Fire and Health and Safety authorities will be notified. You would be responsible for any claims for negligence that may or may not arise out of this unauthorised use.

If we give you permission to use space but you then do not comply with the terms of The Agreement for Use of Space, we can terminate the

Agreement for Use of Space with immediate effect. If this happens, you will receive confirmation of this termination in writing.

If you continue to use any space surrounding your trading area following the termination of the Agreement for the Use of Space we will take action as outlined in Part D, Rule 1.

2.7 Complaints

Any trader or member of the public can make a complaint about the use of additional space, but this must be in writing to the Markets Operations Manager, clearly setting out why they are objecting. The Markets Operations Manager will investigate the complaint.

We will try and resolve the matter through discussion. If it cannot be resolved it will be referred to the Tourism and Town Centres Manager, whose decision will be final.

2.8 What happens if I no longer need the space?

To end the agreement, simply write to us, giving four weeks' notice.

2.9 Applying for additional space - street markets

At our street markets (Brigg and Barton) you must still follow the application process described above. The charge is discretionary and depends on the amount of space you need.

3. Delivery of stock and use of handcarts, etc.

We appreciate that you may need to restock your stall at times due to a high volume of sales. Please keep the use of barrows and handcarts in public areas to a minimum during opening hours.

You must consider public safety at all times whilst moving around the market with barrows and handcarts. These must not be left in public areas, they should be unloaded immediately and moved to suitable storage areas. Council owned barrows should be returned to their designated areas after use.

You cannot store pallets in communal areas on the market. They must not obstruct passageways and emergency exits.

4. A-Frames

A-frames can be a hazard to people who are visually impaired. If you wish to put out an A-frame to advertise your business, you must get written permission from the Markets Operations Manager and agree the location in advance.

5. Handling and disposal of waste

You are personally responsible for the cleanliness of your stalls/pitches/lock ups and the immediate surrounding area. You should keep the stall fittings and area immediately adjacent and underneath the stall free from refuse and in a clean condition.

Please recycle your waste wherever possible.

Vegetables should not be trimmed outside the stall or in any public area.

We provide containers on all our markets for the disposal of refuse and certain food wastes. Refuse must not be left in public areas during the opening times of the market. Particular attention should be given to plastic bags, wrapping and other 'flimsies' that tend to blow about.

At Scunthorpe and Ashby Markets you should take bulk refuse to the refuse collection point (compactors) where the Market Attendants will dispose of them. Our attendants will help during trading hours when they can, but it is your responsibility to make sure that the refuse is moved out of public areas quickly.

Only waste produced on your stall(s) can be disposed of at the market. You cannot take waste from shops or other premises to the market for disposal.

Street markets: At the end of the market any cardboard and boxes too large to fit in the bins provided must be left on top of the stall in a single box or stack. Coat hangers must not be left loose on the ground; they must be collected together and placed into the bins or a box.

You should make sure that your trading area does not attract vermin. You should report any signs of vermin to the Market Operations Manager and give us access so that we can deal with the

problem. If the presence of vermin is deemed to be due to your mismanagement we will ask you to pay for the pest control.

Animal by-product waste: you must make your own arrangements for the disposal of this in accordance with the relevant legislation.

6. Traffic on market premises

The speed limit on our markets is 5 mph. Drivers must take all precautions to ensure the safety of the public, other traders and their employees whilst moving on and off the market.

All vehicles must use only the approved entrances and exits and observe traffic regulations which are in force. We will work with our colleagues in Highways and Car Parking and Enforcement to take action against offenders.

Street markets

We only allow vehicles and trailers with permits to stay on the market during opening hours.

You can buy a permit where a vehicle is deemed essential to the running of the stall (for example it is refrigerated). Permits are granted at the discretion of the Markets Operations Manager whose decision is final.

The Market Management may use their discretion to allow early closure and vehicle access due to severe weather conditions.

Scunthorpe market

Please be aware of pedestrians in the rear delivery area and car park.

You need a permit to park at the rear of the market. These are subject to availability. Parking wardens patrol this area and parking fines will be issued to offenders.

Loading and unloading is permitted in designated areas only. Parking fines may be issued when vehicles are left in these areas for more than 30 minutes.

Ashby market

You need a permit to park at the rear of the market. Parking wardens patrol this area and parking fines will be issued to offenders.

We may use our discretion to allow early closure and vehicle access due to severe weather condition.

7. Applications for the use of car parking spaces

Traders' car parking spaces are limited at Scunthorpe and Ashby Markets. To get one you need to apply to go on the waiting list. Applications should be made in writing to the Markets Operations Manager giving your name and stall number. Please make sure the letter is dated. You can only have one application per stall for a car parking space pending at any one time. We will write and acknowledge your application. The decision of the Markets Operations Manager is final and binding.

8. Application for the use of storage areas, warehouses and fridges

We have a limited number of storage areas available. If you need a warehouse, fridge or freezer, you need to apply in writing to the Markets Operations Manager, giving your name and stall number. You should clearly say why it is needed. We will keep all applications on file and when such an area becomes available we will assess your application taking into account any other storage facilities you already have and the comparative needs of other applicants. It will not be based on a first come first served basis. The Markets Operation Manager, whose decision will be final, will inform you in writing.

9. General matters

You can 'call off' at Ashby and Brigg after 1pm provided you do not cause an obstruction or a nuisance to other stallholders. At Scunthorpe you can call off after 1pm on Saturday only.

To prevent annoyance to other traders we only allow "pitching" i.e. calling out wares or demonstrating their goods and 'auctions', in certain areas of our markets. Anyone wishing to do this must discuss their proposals with the Markets Operations Manager and get written approval in advance.

You should not play music on your stall or have the radio on where shoppers can hear it. We may allow exceptions for demonstration purposes, but the Markets Operations Manager must agree it in advance.

Any perishable food that is on sale must be protected from adverse weather conditions.

The only animals that can be brought onto Scunthorpe Market are registered assistance dogs (guide dogs).

No cycles are allowed in the Scunthorpe Market Halls.

10. Conduct of traders

Traders and all others attending the markets are expected to observe, respect and carry out the reasonable instructions and directions of the Markets Operations Manager and his staff, security officers or any other authorised officer of the council.

You should extend normal courtesy to customers, other traders and market staff at all times.

You (and your employees) must not:

- Engage in any banter with shoppers and colleagues that causes a nuisance or annoyance to other traders
- Make racist or sexist comments that may cause offence to other traders, market officers and members of the public
- Use obscene language

North Lincolnshire Council will not tolerate any verbal or physical abuse against a member of its staff. Any such action will result in security or the police being asked to remove the offending person immediately from the market. This suspension will apply until the outcome of the hearing as outlined in Part D, Rule 1.

You are responsible for the action of your employees and, if in the opinion of the Market Operations Manager, they act in any way which contravenes these rules and regulations or cause nuisance, annoyance or danger to the public or other traders or damage to property you will be requested to remove the person immediately from the market. This suspension will apply until the outcome of the hearing as outlined in Part D, Rule 1.

11. Transfer of trading position / assignment of trading privilege

Only you and your employees can use your stall. We only allow traders to operate on behalf of another trader where there is an existing and proven partnership or where we have given written consent in advance.

You shall not assign, transfer, sub-let or otherwise dispose of your interest in any trading position on the council's markets, without express approval of the council.

If you have stood on a market continually for five years you can register and apply for permission to nominate a successor to your stall.

The person nominated must be acceptable to the council and fulfil specified criteria as determined by the Markets Management. This includes providing satisfactory personal and financial references and selling the type of goods agreed for the trading position. Changes to the type of goods will only be considered in exceptional circumstance.

Where such a transfer can be granted, the outgoing trader will be required to pay to the council an administration charge [one-off payment] of £150 per transfer or such an amount as the council may determine from time to time. You will also be asked for a contribution towards legal fees. These charges must be paid before a new trader is allowed to start trading.

Trading privileges acquired by assignment may not be re-assigned for five years from the date of their acquisition.

12. Farmers' Markets

Our Farmers' Markets are run to FARMA guidelines. There are specific rules relating to these markets, which are given in Appendix 3.

13. Severe weather

The Market Management may use their discretion to allow early closure and vehicle access due to severe weather conditions. If the Market Management deems that a market is cancelled due to severe weather (including high winds, snow and flooding) a message will be placed on the www.northlincs.gov.uk website. A message can also be obtained by calling 01724 297816 and listening to the answer phone. We will not contact individual traders.

Where the Market Management cancels a market no charges will be payable for that day or days. If the market is not cancelled but a trader decides not to attend then the conditions in Part B, Rule 5 will apply.

Part D - Enforcement of the rules and regulations

This section applies to all traders

1. Enforcement of the rules and regulations

We take the enforcement of these Rules and Regulations seriously and will take action against anyone contravening one or more of them.

In most cases it will be the registered trader (or any person whose name appears on a registration document) who is the subject of enforcement action. There may be cases when the complaint is specific to the behaviour of an employee. The Markets Operations Manager has the absolute discretion to take action against the trader or his employee in this case.

Contravention may be deemed to be:

- **Serious** - In which case the process will start at Stage 4
- **Relatively of a more minor nature** - In which case the process will start at Stage 1

Stage 1 - Verbal warning

Where we observe a breach of the Rules or Regulations the Market Operations Manager or his representative will give a verbal warning. Should this happen, you will be clearly advised that it is a verbal warning. The nature of the breach will be explained to you and we will make it clear what remedial action needs to be taken. We will keep a note of the discussion on your file for a period of 52 weeks.

Stage 2 - Written warning

Should there be a further breach of the Rules or Regulations by the same trader for this or any other reason within the 52-week period then a written warning will be sent. This will again explain the nature of the breach and will make it clear what remedial action needs to be taken. We will keep a copy of the letter on your file for a period of 52 weeks.

Stage 3 - Suspension from trading pending a formal investigation

Following Stage 2 should there be any further breach of the Rules or Regulations by the same trader within a 52-week period, the trader or their employee will be suspended from trading on the market with immediate effect whilst a formal investigation process takes place.

During any period of suspension the trader is still liable for market charges at the same rate as if the trader had attended the markets, whether their reserved stall is temporarily reallocated or not.

Serious offences

If, in the opinion of the Markets Operations Manager, a market trader has caused, permitted, has become culpably involved in a serious breach of good order, has been convicted of a serious criminal offence, or has been observed committing or has a substantiated allegation of such an offence taking place against them, the trader will be suspended immediately from attending the market. In such a case a formal investigation and hearing will start immediately, without verbal or written warnings.

Any instance of verbal or physical abuse against a member of staff or another trader will be deemed gross misconduct. The offender will be asked to leave the market immediately and will be banned from the market whilst a formal investigation and hearing takes place.

Stage 4 - Formal investigation and hearing

The formal investigation process will begin on the third breach of the Market Rules and Regulations within a 52-week period or immediately following a serious offence.

The process and timescale:

- The Markets Operations Manager will investigate the facts and will speak to witnesses
- The facts will be reported to the relevant Cabinet Member (or his representative) and the Tourism and Town Centres Manager. They will convene a hearing within 15 working days of the suspension
- The Markets Operations Manager and the offender (together with a representative if desired) will be invited
- The Markets Operations Manager will state his case and the offender will be given the opportunity to put his case in mitigation
- The Cabinet Member and the Tourism and Town Centres Manager will come to a decision on the outcome
- A trader will be notified of the outcome within three working days of the hearing

Should the hearing find against the trader there will be three outcomes:

- a) The suspension of the offending trader from the market (where the breach occurred) for a period of up to 12 weeks. During this period the trader may be liable for market charges at the same rate as if the trader had attended the markets, whether their stall is temporarily reallocated or not
- b) The immediate termination of the trader's registration and his stall, pitch or lock-up
- c) As above and the barring of the trader from attending any of North Lincolnshire Council's markets for a minimum period of five years

Investigating complaints by third parties

Should the infringements of the rules and regulations be reported by a third party the alleged offender will be notified and the infringement will be investigated by the Markets Operations Manager before a decision is made on which, if any, of the previous courses of action will be taken.

2. Dispute procedure

Any complaints about matters affecting the market must be made in writing to the Markets Operations Manager at Scunthorpe Market, High Street, Scunthorpe, DN15 6SY or by email

markets@northlincs.gov.uk We will investigate these fully and respond in writing within 10 working days.

If you have a complaint about the behaviour or actions of one of our staff on North Lincolnshire Markets, you should write to the Tourism and Town Centres Manager at Hewson House, Station Road, Brigg DN20 8XY or email Christine.Edwards@northlincs.gov.uk clearly stating the reason for your grievance.

We do not take any action on anonymous letters.

You should not approach any other council officer during this process.

If we cannot resolve the grievance in this way, we will refer it to the appropriate Cabinet Member, who, in consultation with the Tourism and Town Centres Manager will make a decision which will be final and binding on all parties.

We want our complaints procedure to be a fair process. If you take advantage of this process by making an allegation that is found to be unsubstantiated, malicious or purely designed to bring another trader or the market into disrepute, you have committed an act of gross misconduct. This will then be dealt with under the terms of Part D, Rule 1. We take such behaviour seriously and the Markets Management has the discretion to suspend you from all North Lincolnshire Council Markets until a hearing takes place as described in Part D.

Appendix 1 - Meaning and interpretations

“council” means North Lincolnshire Council.

“we” means North Lincolnshire Council

“market” means any place designated by North Lincolnshire Council as a place where the market is held.

“stall” or “pitch” shall include any stall whatsoever situated upon the market. Any table, stand equipment or any other device used by a trader shall for the purpose of the rules and regulations, be considered within the meaning. “pitch” shall also mean the placing of goods within the environs of the market other than on a designated stall.

“neighbouring stalls” shall mean those stalls in close proximity.

“regular trader” shall mean a person who regularly occupies a stall or pitch

“Markets Operations Manager” shall mean the council officer in this post or any other person having the authorisation to act on his behalf.

“Market Management” shall mean the management team of North Lincolnshire Markets as designated by the Director of Infrastructure Services.

Unless the contrary intention appears the words importing the masculine gender shall include the feminine and words in the singular shall include the plural and vice-versa.

Appendix 2 - Details of individual Markets

Please see the loose leaf at the back of this booklet

Appendix 3 - Farmers' Markets

North Lincolnshire Farmers' Markets Rules

1. All produce should be locally grown or locally produced. Local means within a 30-mile radius of the market or the counties of Lincolnshire and Yorkshire. Producers outside 30 miles (but within 60 miles) may be considered if there is no suitable local supply of a particular product.
2. The principal producer or processor must staff the stall or a representative directly involved in the production process (family member or employee).
3. Producers must sell only their own produce on a stall (unless specific permission has been granted to do otherwise), all of which must have been stated on the application form. Any changes must be notified and a reapplication made where necessary.
4. Produce should be clearly labelled with the producer's name and place of business in addition to other legal labelling requirements.
5. Added value products (cakes, breads, jams, preserves etc.) must contain at least 10% local raw ingredients.
6. Producers must produce clear written information on production methods, which shall be available to any consumer who requests it.
7. All producer and processor applications will go before the Farmers' Market Traders' Representative Group for approval.
8. No genetically modified organisms should knowingly be sold or included in products sold on the market.⁹ Producer co-operatives (not marketing co-operatives), smaller seasonal producers, local groups and societies will be allowed to share a stall on condition that:
 - The producer of the goods on sale is present at least one market in three
 - The origin and nature of the goods is clearly marked
 - Each of the producers represented on a shared stall has applied and been accepted by the Farmers' Market Traders' Representative Group. Stalls operated by non-profit making groups or societies need only make one application.
10. All traders must be able to attend at least nine months of the year. In exceptional circumstances (e.g. growing is affected by severe weather) the Market Management has the discretion to waive this rule.

NB These rules will be kept under review and may be altered to take account of changing circumstances.

Appendix 4 - Allocation of space

The allocation of space at North Lincolnshire Council markets

What space can I use?

The space you are entitled to use or your 'trading area' varies with the type of stall.

- **Permanent brick and/or timber stalls with a fixed counter:**
Your trading area is defined as the extent of the permanent counter, as erected by North Lincolnshire Council
- **Lock up stalls:**
Your trading area is defined as the area contained by the closed shutters or doors
- **Fixed metal-framed stalls where the canopy is wider than the stall tops:**
Your trading area is defined as the canopy area.
- **Moveable stalls with canvas tops:**
Your trading area is defined as the canopy area.
- **Pitches:**
The specified size of pitch

Height:

This policy applies to all displays from floor level to a height of 7 feet above floor level directly above your trading area. Above a height of 7 feet you do not need to make a formal application provided the display extends less than 18" outside your trading area. It is your responsibility to make sure that any such displays are securely fixed, that you are adequately covered by your public liability insurance and that you do not obscure or cause nuisance to other stalls.

How to contact us

Markets Operations Manager: 01724 297815

Scunthorpe Markets Office: 01724 297816

email: markets@northlincs.gov.uk

www.northlincs.gov.uk/markets