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**Chorley**  
Council

# Markets Regulations

Version April 2016

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# **Chorley Markets**

## **Retail Market Regulations**

Chorley Borough Council (the Council) has made the following regulations for the use of indoor and outdoor Stalls operated as a Market. The Council may amend these regulations from time to time. Fourteen days' notice shall be given prior to the implementation of any amendment to the regulations.

### **Trader Registration**

1. All Traders on any Chorley Market must be registered with the Council's Market Management - the procedure for registration is attached at Appendix 1 How to become a Casual Trader and Appendix 2 How to become a Permanent Trader.
2. Market Management must be notified in writing (or via e-mail), within seven days of any changes to the information that a Trader has registered with Market Management.
3. From time to time Traders may be required to re-submit, upon request, a new application form and all relevant documentation in order that Market Management may keep their records up-to-date.
4. All Traders must provide a trading address. If this is not provided; it will be assumed that the home address is the trading address. In the event that Market Management should receive written complaints the trading address is the address that will be supplied to complainants.

### **Allocation of Stalls to Permanent Traders**

5. All new Traders are expected to trade for a minimum of 4 consecutive weeks before they can apply to be a Permanent Trader.
6. A Permanent Trader will be granted a recurring Daily Licence for particular days of the week and in respect of a particular Stall for a minimum of 4 days (Mondays are optional – see regulations 11 & 12). The procedure to be registered as a Permanent Trader is attached at Appendix 2.
7. The allocation of a Stall is personal to the Permanent Trader who shall not assign, transfer, share or part with the Stall allocated, unless nominating a successor see Appendix 5. The Trader may, however, employ other persons to assist him/her.
8. Traders shall only trade from the Stall or space allocated and must not trade from any other stall or space unless instructed to do so by Market Management.

9. The site or size of the Stall allocated shall be at the absolute discretion of Market Management.
10. If a Trader wishes to make changes to their Daily Licence, including adding or deleting Stalls or changes to product lines, then a Licence Amendment Form must be completed beforehand and submitted to Market Management for approval. This will incur a fee (see Appendix 7).
11. Any Permanent Trader who does not wish to be issued with a recurring Daily Licence in respect of Mondays must ensure that the Stall subject to the Daily Licence is unstocked each week and made fully available for use by Casual Traders on Mondays.
12. Granting of a Daily Licence for a Monday is at the absolute discretion of Market Management. In the event that a Permanent Trader requests a transfer of Stall Market Management cannot guarantee that the Stall will be issued a recurring Daily Licence in respect of Mondays.

### **Allocation of Stalls to Casual Traders**

13. Stalls, if available, shall be allocated by Market Management prior to the opening time on each market day or after opening time where paragraph 32 applies. Details of Stalls available to Casual Traders shall be clearly displayed at the Market office.
14. Casual Traders must not set up on any Stall before allocation has been confirmed by Market Management.
15. Casual Traders who refuse the offer of a particular Stall at the allocation time may not be offered an alternative Stall.
16. The allocation of a Stall is personal to the Casual Trader who shall not assign, transfer, share or part with the stall or space allocated.
17. The trader shall only trade from the Stall allocated and must not trade from any other Stall unless instructed to do so by Market Management.
18. Market Management reserves the right not to allocate a Stall or to restrict permitted lines of stock, to a Casual Trader if, in the opinion of the Market Management, to do so would disrupt the balance of trade on the market.

### **Charges**

19. The Licence Fee (and all other charges) levied to Permanent Traders are by quarterly (13 week) invoice. Each invoice is divided by 3 and each monthly instalment is due on the 15<sup>th</sup> of each month. The period of the invoice has no bearing on the period of the Licence, which remains a Daily Licence.
20. Any discount made available for direct debit payments or early payment will be automatically allocated to invoice.
21. A discounted payment method (30 days or direct debit) must be selected prior to the 15<sup>th</sup> day of the month proceeding the invoice period.
  - (a) A fee will be applied for defaulting within the invoice period see Appendix 7.

- (b) Any default / opting out of the discount applied (for a preferred payment method) will be invoiced separately for the additional discount amount and will incur an admin charge (see Appendix 7).

22. Charges in connection with the Licence Fee for a Casual Trader must be paid on a daily basis, upon request by Market Management and in any case not later than 12:00 noon.

23. Where a Permanent Trader is absent on any market day, the daily Licence Fee shall be payable subject to Appendix 3.

24. The Council reserves the right to amend its charges as necessary, and will inform traders of any changes to its charges (see Appendix 7) with at least fourteen days' notice.

### Debt Recovery

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Instalment Due															21 days															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Warning Letter						10 days					Suspension Letter					14 days				Termination										

25. The Licence Fee for Permanent Traders together with any other charges shall be due on the monthly instalment date (usually 15th of month).

26. The first arrears warning will be generated automatically 21 days after the instalment due date (first week of following month) for any payments not cleared.

27. Upon payment not being received within 10 days after the issue of the warning letter (~1 month after original instalment date) a suspension letter will be issued and the recurring Daily Licence will not be issued until such time as payments are brought up to date.

28. Notwithstanding the above, if arrears are still outstanding by the end of the month following the original instalment date (~6 weeks later) the recurring Daily Licence will not be issued again to the Daily Licence Holder and the Stall will be reallocated to another Trader. The Daily Licence Holder will be liable for any cost incurred in reinstating the Stall(s). This cost may be referred to a Debt Collection Agency for recovery and any additional costs incurred in the recovery of the debt will be added to the sum payable.

29. It is the Permanent Traders responsibility to make arrangements for the Licence Fee and any other applicable charges to be paid in advance of any holiday / period of absence which would trigger the debt recovery process.

30. The Permanent Trader will be liable for any additional charges that are made for the production of any letters related to the pursuance of any arrears (see Appendix 7).

31. Any invoice issued not in accordance with paragraph 19 should be settled within 30 days of invoice date.

### **Occupation of a Stall**

32. If the Permanent Trader fails to occupy the stall or space by the prescribed opening time of the market, the stall or space (for cabins this includes frontage) may be re-allocated or utilised as best determined for that day by Markets Management.
33. In the event of a Permanent Trader being unavoidably delayed, the Stall may be reserved provided Market Management are notified prior to the opening time of the market.
34. In the event that a Trader fails to open a Stall which already has stock in place from the previous day, Market Management may at their absolute discretion remove any covers and/or stock from the Stall.

### **Sale and Storage of Goods**

35. For Permanent traders, only those goods specified on the recurring Daily Licence may be sold, however Permanent Traders must complete a Licence Amendment Form and submit to Market Management for approval if they wish to change the type of goods sold. A fee may apply (see Appendix 7) to change the type of goods sold.
36. A balance of trade across the market will be determined by the Market Management based on Key Lines licenced for each stall and their location. Any Incidental Lines permitted will not be taken into account when allocating Stalls with such products as their Key Lines. Any lines listed but not stocked in sufficient quantity on a regular basis, as determined by the Market Management, may be withdrawn from a Traders licence or discounted when considering new traders applications.
37. For Casual Traders, only those goods agreed at the time of daily stall allocation may be sold. This may vary depending upon the position of the Stall available.
38. There are no maximum number Stalls permitted for any type of goods or service on any market and new Traders will be permitted to sell goods at the sole discretion of the Market Management but not immediately adjacent or opposite a Stall selling similar type of goods or services without the consent of both Traders.
39. The trader must endeavour to keep the Stall well stocked with goods available to purchase throughout the full trading day (see Appendix 6). Traders of poorly stocked stalls may have their Daily Licence reviewed and it may be revoked with immediate effect.
40. Security of goods and property on Stalls during the trading day is the responsibility of the Trader and/or their employees/assistants. Traders should consider the security of their goods and property when merchandising their Stalls. Chorley Council is not liable for any losses howsoever caused.
41. The Stall must be fitted with display equipment appropriate for the products being sold.

42. A-boards may be permitted but type, size and location must be agreed with Market Management. A-boards will not be permitted on or near Market Walk shopping centre.
43. Point of sale material should be tasteful and proportional to the products on display. Displays considered inappropriate in the opinion of Market Management shall be removed upon the request of Market Management. Failure to comply with the request will result in the revocation of the Daily Licence.
44. All signage (other than the signage referred to in regulation 84) visible from common areas must be approved for content and location prior to installation. Market Management reserve the right to remove unapproved signage.
45. Stalls must be vacated no later than 1 hour 30 minutes after the official closing time of the market, unless express permission has been granted by Market Management.
46. In the event that a Stall is not vacated in accordance with paragraph 45 and should Market Management feel that market security is at risk, the locks on a lock up unit may be changed and costs re-charged to the Trader and/or disciplinary action may be taken.
47. Any goods or property left after closing time remains the responsibility of the Trader and they should take appropriate measures to secure it. The Council is not liable for any losses howsoever caused.
48. All Traders must ensure that their goods and property are cleared off the floor to facilitate cleaning on any day the market is closed.

### **Hours of Opening**

49. The markets shall be open for trading during the prescribed times, details of which shall be clearly displayed at the Market office (see Appendix 6). Where permitted by the Market Management, stalls may open before, but no later than, the prescribed opening time.
50. All Traders shall keep their allocated Stall open for the sale of goods during the hours of opening (see Appendix 6). Traders persistently opening Stalls late or closing Stalls early, without prior permission from Market Management, may receive a warning letter and be liable for any associated costs (see Appendix 7).
51. The Council may from time to time designate additional days as either Full Market or Perimeter Market trading days and on such days any Permanent Traders who chose to open are expected to be trading in accordance with these regulations. The extra days will be charged as a normal day (regardless of hours traded by any individual trader) and cash payment will be collected by Market Management on the day.
52. The Council reserves the right to amend the market trading days, the opening hours, to alter the layout of any market or to close and stop the sales from any Stall at any time with or without notice, without being liable for any loss sustained by the Trader, directly or indirectly, if in its opinion it is in the best interest of the market in the circumstances.

### **Weather Warnings**

53. To provide guidance on when the Flat Iron market (and covered market gazebos) will / will not be cancelled in advance we will endeavour to follow the MET office official warnings at, 4pm the day prior, as described below:

1. GREEN - Full Market as usual.
2. YELLOW - **Be Aware.** The market may be affected (delayed / reduced / cancelled) but will only be determined by Market Management on the morning itself.
3. ORANGE - **Be Prepared.** The market is likely to be affected (delayed / reduced / cancelled) but will only be determined on the morning itself. If limited positions are deemed safe to occupy, traders with perishable goods will be accommodated wherever possible.
4. RED - **Take Action.** The market will be cancelled in full. No trader should attend and full credits will be issued.

Please be mindful that conditions do vary throughout the day and decisions to cancel may be taken if RED conditions are forecast at any time during the trading day. Similarly, if conditions deteriorate midway through the day a decision may be taken to close early in order that the stalls can be dismantled safely. Trading past 12noon constitutes a trading day with full charges made.

### **Encroachment (building out)**

54. No Stall shall be altered or extended in any way without the consent of Market Management.

55. A standard external pitch is determined by the footprint within a double gazebo (6m x 3m).

56. The granting of consent by Market Management for Traders to place goods, property, other items or structures beyond the curtilage of the Stall(s) is at sole discretion of Market Management and subject to an additional fee (see Appendix 7).

57. Goods and property shall not be displayed or deposited beyond the boundary of the Stall and the Trader must conduct business from within the perimeter of that Stall. Market Management reserves the right to remove goods or property displayed or deposited beyond the boundary of the Stall which in their opinion are causing a nuisance, obstruction or hazard. The goods or property shall be either placed within the boundary of the Stall or removed to storage; in the case of perishable goods Market Management reserves the right to dispose of these.

### **Conduct of the Trader**

58. The Trader shall at all times conduct his/her business in an honest, civil and business-like manner, without causing nuisance, obstruction or interference in any way with the general public or with the business of any other trader or retailer, and in compliance with instructions given by Market Management or the emergency services.



59. No Traders shall permit the sale of any item from the 'Prohibited Goods' list as attached at Appendix 8 or any item whatsoever at the immediate request of a Trading Standards Officer.
60. The Council are a Real Deal Charter market, (see Appendix 9), and all Traders will be required to fully comply with its prescribed standards at the time.
61. Traders shall not leave the immediate vicinity of their allocated Stall to conduct their business or approach the public in other areas of the market.
62. Traders shall not conduct an auction.
63. Traders shall not place their goods on any vacant / closed stall(s) unless they have been granted permission by Market Management. A fee for use of the additional space may be due.
64. Traders shall not reproduce nor permit the reproduction of any music or sound by any mechanical or electrical means that is deemed by Market Management to be a nuisance or annoyance to other Traders. Any reproduction must comply with permission from the Performing Rights Society and the Trader agrees to indemnify the Council against any contravention thus occurring.
65. Traders shall not bring onto the Markets any dangerous or inflammable liquid or substance without the prior consent of Market Management.
66. Traders must comply with all statutory and other legal requirements, both civil and criminal, including but not limited to those relating to consumer goods and services, traffic regulations and employment of children.
67. Traders shall not cause or permit any dogs, cats or other animals (whether domestic or otherwise) to enter any Stall or any part of the Markets except where the animal is an assistance dog for visual or other impairments, unless express permission has been granted by Market Management.
68. Traders shall report any damage, howsoever caused, to a Stall to Market Management as soon as practicable in order for it to be assessed for repair.
69. Traders shall take all reasonable steps to ensure the safety of members of the public, their employees, assistants and other Traders.
70. Traders shall observe and comply with the instructions and requirements of Market Management including but not limited to Fire evacuation drills, providing a Fire Risk Assessment and compliance with other health & safety regulations.
71. Traders are not permitted to smoke in the Covered Market including public toilets, entrances or Stalls. This includes but is not limited to cigarettes, cigars, pipes and electronic cigarettes (for the electronic cigarette policy see Appendix 10).
72. For the avoidance of doubt any reference to Trader in regulation 58-71 includes the Traders employees and assistants. Traders are responsible for the conduct of their employees and assistants in relation to these regulations.

Failure by a Trader to deal with notified contraventions of the regulations by their employees and assistants will result in disciplinary action being taken against the Trader.

### **Disciplinary Action**

73. A disciplinary procedure is in operation. Disciplinary action shall be taken against Traders for contravention of the regulations which may result in a Suspension Notice and/or a Termination Notice which means that the Council is not willing to issue a Daily Licence for a specified period of time and, ultimately, in the Daily Licence not being issued again and the Stall being reallocated to another Trader. Full details of the Disciplinary Procedure are contained in Appendix 4.

### **Cleaning and Refuse Disposal**

74. All Traders must keep the Stall and its immediate surroundings in a clean and tidy condition. The stall includes doors, windows, shutters, and fascia boards where appropriate.
75. All traders are responsible for ensuring that their refuse is taken on a regular basis to the designated disposal points. Where facilities are provided, the Trader shall segregate their waste for recycling. Wherever possible re-useable packaging should be returned to source.
76. Any waste material, which has sharp edges or points, and may cause injury, must be placed in a rigid box before being placed in a waste bin. The Trader must make Market Management aware of the said waste.
77. Traders must not sweep refuse into, nor leave any item within or upon, the common aisles, ramps, corridors, roads or pavements of the Markets.
78. Traders shall not do anything, which might cause the blockage of any sinks, pipes and drains. Any breach of this Regulation will result in Traders being held responsible for all consequential losses.
79. Traders refuse must not be deposited in public litterbins.
80. Food traders shall comply with any specific requirements relating to the storage and disposal of waste and the cleaning of premises as dictated in Food Hygiene legislation.
81. Should any food trader score lower than 2 in a Food Hygiene Inspection an immediate action plan must be implemented and a re-score requested. Failure on the 2<sup>nd</sup> inspection will constitute a disciplinary offence and may lead to a suspension notice and/or refusal to issue any other Daily Licence.

### **Damage**

82. The driving of nails or screws into stall boards or other fittings, and the use or attachment of anything likely to cause damage to stall boards, roof structure or other fittings is strictly prohibited.

83. The cost of repairing or making good any damage caused by the Trader, to stalls or fittings or other market property shall be charged to the Trader.

### **Signage**

84. The name of the Trader shall be displayed in legible characters on a board of adequate size in a conspicuous position whilst the Stall is occupied. In the case of lock-up market stalls the trading name must be displayed on the fascia board in a clear and unobstructed manner, and all fascia signs must be approved by Market Management.

### **Fixtures and Fittings**

85. Goods and equipment must not be placed on or hung from the Stall roof, or from supports or other market fixtures unless specifically designed for the purpose and permission has been granted by Market Management.

86. No Trader shall erect any canopy or awning other than one approved by Market Management. All clips used to secure sheeting must be suitable for the purpose.

87. No alterations are to be made to any part of the Stall without the prior approval of Market Management.

- (a) Traders with awnings and/or shutters on their Stall(s) shall keep such awnings and/or security measures in a good state of repair to the satisfaction of Market Management and shall, at their own expense, make good any damage occasioned to them, howsoever caused, during their occupation of the Stall(s).
- (b) Awnings and security measures (including bolts) shall not be removed from the Markets or altered without the prior consent of Market Management.
- (c) In the event of a breach of Regulation 87(a + b) above, Traders shall, at their own expense, reinstate the awnings and/or shutters to the satisfaction of Market Management. Should Market Management deem such remedial work to be unsatisfactory, Market Management reserves the right to undertake such works and recharge the cost thereof to Traders.

### **Plumbing**

88. The Trader shall be liable for the plumbing, drainage and appliances within the Stall from the point of entry and up to the point of exit.

89. No person, unless authorised by Market Management shall interfere with or alter the plumbing to or within Stalls. Any installations must be carried out and certified by a qualified contractor and the Trader must make any modifications available for inspection by Market Management /Council Building Surveyor. If the Council incurs any costs associated with the inspection of any such modifications it shall be paid by the Trader.

### **Electric and Heating**

90. No person, unless authorised by Market Management shall interfere with or alter the fixed electric wiring or standard lighting to stalls. Any installations must be carried out and certified by an NECEIC approved contractor and the Trader must make certificates available for inspection by Market Management.
91. If a stall requires a higher rating electrical supply (over and above that of the standard fitted to all other lock-up units) to facilitate specific business operational requirements the cost of such changes required must be borne in full by the Trader.
92. No heating apparatus shall be used unless prior approval has been obtained from Market Management and only upon completion of a Fire Risk Assessment.
93. If the Council incurs any costs associated with the inspection of any such modifications it shall be paid by the Trader. All Traders are responsible for ensuring that any electrical goods or equipment they provide, for use on the Stall, satisfies relevant legislation including PAT testing.
94. The use of any shared communal socket paid for by the Council must be reasonable and proportional to the business being conducted and any inappropriate use may lead to the withdrawal of permission to use the socket. Only single extension leads are permitted to be run from each socket to facilitate equipment on the stalls either side of the supply and not crossing any public aisles.
95. Sockets are not to be used for any heating or kitchen device.

### **Bottled Gas**

96. Any users of bottled gas must have a current valid Commercial Gas Safe certificate and also provide a suitable Fire Risk Assessment before being permitted by Market Management to store/use it on the Stall.

### **Traders Vehicles**

97. Access for emergency services must be maintained at all times on the market.
98. Vehicles must be removed from the markets not later than the prescribed opening time (see Appendix 6) of the market and are not permitted onto the market until the prescribed closing time, unless otherwise authorised by Market Management.
99. Traders' vehicles must be removed from the market immediately after loading / unloading and must not be parked on surrounding roadways, service roads or loading bays.
100. All Traders using the car park provided specifically for market use must be registered with the Council and display the appropriate permit. Casual permits must be requested from the Market Management at the time of stall allocation. Daily permits must be completed in ink and will only be issued to vehicles specifically required to operate the Stall and not for employee and/or assistants use. All Traders must pay the agreed daily parking charge and display a valid pay & display ticket with the permit.

### **Public Liability Indemnity**

101. All Traders shall maintain an insurance policy with a reputable insurer, to a minimum of **£5 million** cover against third party and public liability. The Trader shall provide evidence of their continued insurance cover, to an authorised officer on demand.
102. Traders who suffer loss or damage (including indirect or consequential loss or damage, loss of goodwill, business, revenue or profits) through floodwater, backing up of drains, roof leaks, impact by vehicles, vandalism, fire, theft, failure of electricity or water supply, or any other cause which has occurred, unless negligence of the Council's employees or agents or otherwise is proven, shall have no claim whatsoever against the Council.
103. Traders shall indemnify and keep indemnified the Council against all actions, proceedings, damages, claims, costs, expenses, losses, outgoings, liabilities of whatever nature arising out of, or in connection with, their negligence, or their use of Stalls, or their use of any other part of the Markets, or arising from the breach by Traders of any of these Regulations.
104. It is the responsibility of Traders to insure goods, property, fixtures, fittings and any other items against damage or loss howsoever caused. The Trader may want to consider insuring against discontinuity of business, howsoever caused.

### **Termination**

105. Notwithstanding and in addition to the provisions of any other of these regulations the Council may serve a Termination Notice confirming that from a specified date (to be no earlier than 4 weeks from the date of the notice) they will refuse to issue any further recurring Daily Licences to a Trader in respect of a particular Stall.
106. Misconduct under the disciplinary procedure appended to these regulations may result in a Revocation Notice and/or a Suspension Notice, and/or a Termination Notice being issued to the Trader and may take effect immediately.
107. The Trader may request that on a specified date (to be no earlier than four weeks written notice or 2 weeks prior to the end of the current invoice period, whichever occurs first), request that from that the date the Council does not issue any further Daily Licences to the Trader in respect of a particular Stall. Charges are still payable by the Trader for the agreed notice period.
108. Any Permanent Trader who accumulates Licence Fee arrears of more than 31 days will be deemed automatically to have requested that no further daily licences are issued to the Trader in respect of the Stall with immediate effect and the Stall will be re-allocated without further notice. Any outstanding arrears may be referred to the debt recovery service.
109. Failure of the Trader and/or its employee/assistant to attend and trade at the Stall for which they hold the Daily Licence throughout a period of two consecutive weeks from the date of the last attendance, without good reason being given to Market

Management, may result in a Termination Notice being issued to the Trader without further notice.

110. In the event that the Council serves a Revocation Notice or a Termination Notice on a Trader the Trader shall remove all stock, property fixtures and fittings from the Stall(s) forthwith. Should any item belonging to the Trader remain in the Stall(s) after the service of such notice, Market Management reserve the right to enter the Stall(s), change the locks and remove and store these items and where necessary dispose of the items. The Trader shall be liable for any storage and disposal charges.
111. Costs incurred by the Council in remedying breaches of any of these regulations may be recharged to the Trader responsible for the breach.

This includes, but not exclusively, the administration of any warning notices, arrears summons, Suspension Notices, Revocation Notices or Termination Notices. The charges of which can be obtained from the Market Office (see Appendix 7).

112. Nothing contained in these regulations is to be taken to relieve or excuse the Trader, his/her assistants and employees from any existing legal duty. Nothing herein shall be deemed to create the relationship of Landlord and Tenant between the Council and the Trader.

#### **Application of Market Regulations**

113. These Regulations shall apply to all Traders on Chorley Markets.
114. These Regulations come into force on 01.04.2016 and supersede all previous Market Regulations.
115. Market Management reserves the right to alter these Regulations, together with all accompanying policies and procedures, which are available for inspection at the Markets Office.

## Definitions

- a] **"Casual Trader"** means a person who has registered with Market Management as a Casual Trader and has been granted a Daily Licence to trade from a Stall on Chorley Markets by way of a daily allocation and who pays by cash on the day
- b] **"Chorley Markets"** – an area designated by Council as a Market for use of Traders to sell goods.
- c] **"Daily Licence"** means the agreement between a Casual Trader or a Permanent Trader and The Council which gives the Casual Trader or Permanent Trader the right to trade from a particular Stall on a particular day.
- d] **"Flat Iron Market"** means temporary stalls erected for a weekly market in a location other than Market Place.
- e] **"Food Trader"** means trader of perishable goods.
- f] **"Full Market"** means all areas of the market will be made available for public access and all Permanent Traders are expected to open for business.
- g] **"Incidental Lines"** means secondary commodities not considered core business.
- h] **"Key Line"** means the main commodity sold by the trader.
- i] **"Licence Fee"** means fee for the occupation of a Stall on a Daily Licence including where applicable a storage charge and service charges (such as Waste & Water) and appropriate taxes.
- j] **"Market Management"** means persons' employed by Chorley Borough Council in the Market Walk, Markets & Town Centre Service or any other person authorised by the Head of Regeneration and Inward Investment to act as a representative of the Council.
- k] **"Market Office"** means the facility occupied during market opening hours within the covered market office on Cleveland Street see Appendix 6.
- l] **"Perimeter Market"** means only stalls accessible to the public from the exterior of the market will be permitted to open for business.
- m] **"Permanent Trader"** means a person who has registered with Market Management as a Permanent Trader and has been granted a recurring Daily Licence to trade from a particular Stall on Chorley Markets and pay upon invoice.
- n] **"Prohibited Goods"** means the list of goods that are not permitted to be sold on the Market.
- o] **"Recurring Daily Licence"** means a Daily Licence issued to a permanent Trader that will automatically be renewed each day listed on the licence unless notice is served on the trader or the Council in accordance with these regulations.

- p] **"Revocation Notice"** means a notice revoking a Daily Licence with immediate effect.
- q] **"Stall"** means allocation of a stall or space either indoor or outdoor including a stall that can be closed and secured (i.e. a lock up stall). Any reference to a single Stall includes the plural where applicable.
- r] **"Suspension Notice"** means a notice from the Council confirming that the Daily Licence will not be issued to a Trader for a specified period of time.
- s] **"Termination Notice"** means a notice from the Council confirming that no further Daily Licences will be issued to a Trader from the date specified in the notice and that the particular Stall subject to the Daily Licence will be re-allocated.
- t] **"Trader"** means a Casual Trader and a Permanent Trader

## APPENDIX 1

### CHORLEY MARKETS

#### How to become a Casual Trader

- Any trader wishing sell goods on a Stall on any of the Chorley Markets **must** be registered with the Councils Market Management.
- A Casual Trader Application form can be obtained from the Market Office, or [www.chorley.gov.uk/markets](http://www.chorley.gov.uk/markets)
- Complete the registration form, and submit it to the Market Office together with **all** of the following:
  - ✓ Your **current Public Liability Insurance policy** (which must provide cover up to a minimum of £5 million)
  - ✓ **Two original and current** forms of your identity and address, (e.g. Council Tax bill, recent utility bill, bank statement within 3 months)
  - ✓ **One original current** form of photographic identity, (e.g. driving licence or passport)
- Registration will only take place if all the appropriate information has been completed and the specified documentation provided. A fee will apply (see Appendix 7).
- Once verified your Casual Trader Acceptance Form will be issued to your postal address.
- If any of your details change you must notify Market Management in writing or via email within 7 days.
- Any of the above information may be requested by Market Management from time to time and refusal will lead to disciplinary proceedings (see Appendix 4)



## APPENDIX 2

### CHORLEY MARKETS

#### How to become a Permanent Trader

- If you wish to apply for a vacant Stall, an additional Stall or a Stall transfer, you must complete a standard application for Permanent Trader form, which can be obtained from the Market Office, or [www.chorley.gov.uk/markets](http://www.chorley.gov.uk/markets).
- You must be registered as a Casual Trader for at least 4 weeks before applying to be a Permanent Trader, unless taking occupancy of a lock-up unit in which case an initial registration fee will apply (see Appendix 7).
- Details of the goods you wish to sell must be explained in as much detail as possible on the application form.
- Complete the application form, submit it to the Market Office before the closing date (if applicable), together with **all** of the following:
  - ✓ Your **current Public Liability Insurance Policy** (which must provide cover up to a minimum of £5 million)
  - ✓ **Two original and current** forms of your identity and address, (e.g. Council Tax bill, recent utility bill, bank statement within 3 months)
  - ✓ **One current** form of photographic identity, (e.g. driving licence or passport)
  - ✓ An **active** e-mail account. Your permanent licence documents will only be sent to this account for you to sign and return.
- Your application will only be considered if all the appropriate information has been completed and the specified documentation provided.
- **ANY TRADER WHO IS IN ARREARS OF CHARGES AFTER THE CLOSING DATE WILL NOT BE CONSIDERED FOR ALLOCATION OF ANY STALL OR STALL TRANSFER.** If you are in arrears you will be given the opportunity to clear them **before** the closing date.
- After the closing date (if applicable), the Market Management will grant a recurring Daily Licence in respect of the stall. The Daily Licence will be allocated on the following basis in order of priority:
  - Nomination requests submitted by the Permanent Trader who previously held the recurring Daily Licence in respect of that particular Stall.
  - Transfer requests from Permanent Traders, subject to Market Management having regard to the balance of trade in that area and any other special circumstances.

- Any applicants selling goods that are not already represented on the market.

The payment history of an applicant and the quality of stall (in the opinion of Market Management) will be taken into consideration in allocating a suitable trader.

- **NO STALL SHALL BE OCCUPIED BY A PERMANENT TRADER UNTIL IT HAS BEEN CONFIRMED IN WRITING BY MARKET MANAGEMENT AND THE CORRESPONDING LICENCE SIGNED BY BOTH PARTIES.**
- The successful applicant will be notified by email to the applicants confirming the allocation details.
- If the offer is accepted the applicant must take the letter to the Market Office before the date of commencement. The applicant must then sign both copies of the recurring Daily Licence (the applicant must read the recurring Daily Licence and check all details are correct before signing it)
- The applicant is only allowed to sell those goods specified in the user clause of the recurring Daily Licence. Chorley Markets will be the sole arbiter where a dispute involving the description of selling lines occurs.
- Once both parties have signed the licence, the Applicant will be given one copy for their records.
- If any of your details change you must notify Market Management in writing or via email within 7 days.
- Any of the information above may be requested by Market Management from time to time and refusal will lead to disciplinary proceedings (see Appendix 4)

## **APPENDIX 3**

### **CHORLEY MARKETS**

#### **Sickness and other Absences**

##### **Sickness**

- Any Trader who is absent from the Market due to ill health must produce a medical certificate covering the period of absence after 1 calendar week. On production of a medical certificate the Licence Fee for the period of absence will be credited at 50% charge for the absence period after the initial two calendar weeks up to a maximum 8 calendar weeks.
- If the Trader is absent due to sickness but the Stall is open and trading no credits will apply.
- In a period of likely prolonged absence (over 8 calendar weeks), the Market Management may decide, in consultation with the Trader and his/her representative, to issue a Termination Notice in respect of the Trader's Licence.
- In such instances, every effort will be made to reissue a recurring Licence in respect of another Stall if and when the Trader is able to resume trading.

##### **Holidays**

- Before any holiday absence is taken, each Trader must notify Market Management, in writing (or via e-mail), of their intention and ensure that any payments due are continued to be paid or paid in advance of the absence.
- Any Trader falling into arrears whilst on holiday risk being served with a Termination Notice under clause 107 and will be liable for any costs incurred by the Council for pursuing the late payments.

##### **Un-notified Absence**

- a) Any Trader absent from the Market without notifying Market Management will be charged full Licence Fee for the period of absence (unless exceptional circumstances apply).
- b) Any Trader absent from the Market without notifying Market Management for a period exceeding two weeks will be deemed to have requested that their recurring Daily Licence is not reissued with immediate effect and the Stall be will be re-allocated (unless exceptional circumstances apply).

## APPENDIX 4

### CHORLEY MARKETS

#### Disciplinary Procedure for Contraventions of Regulations

##### Warning Notices

1. Traders who contravene any of the Market Regulations may be issued with a Warning Notice by Market Management.
2. The Warning Notice shall state:
  - Details of the contravention
  - The date of the contravention
  - The name of the Officer issuing the Notice
3. The following are examples of the types of contraventions for which Warning Notices may be issued. This list is not exhaustive:
  - Failing to comply with a reasonable request from Market Management
  - The display of goods or property outside the stall or space limits
  - Articles on or suspended from the stall roof and/or lighting equipment without permission
  - Vehicles parked longer than necessary for loading/unloading
  - Vehicles on the market in contravention of regulations
  - Selling from beyond designated area
  - Failure to clear away refuse during trading times and/or at the close of business
  - Displaying/selling unauthorised lines of goods
  - Late opening/early closing of stall

**Note 1** Serious breach of any of the above may constitute Gross Misconduct and be dealt with under paragraphs 11, 12 and 13 of this procedure.

**Note 2** Traders are responsible for ensuring that their employees and assistants comply fully with the regulations. Failure by a Trader to deal with notified breaches of the regulations by their employees or assistants will result in disciplinary action being taken against that Trader.

4. A Trader who receives 2 Warning Notices within a 3 month period shall be disciplined as follows:
  - a. The trader shall be issued with a Suspension Notice preventing them from occupying the Stall or from working in a Chorley Market for a period of **one** week (see 5 below).
  - b. In the event of the trader receiving a further 2 Warning Notices within 6 months of the issue of the Suspension Notice, the Trader shall be issued with a second Suspension Notice preventing them from occupying the Stall, or working in any capacity on Chorley Markets for a period of **two** weeks (see 5 below).

- c. In the event of the Trader receiving a further 2 Warning Notices within 6 months of the date of the issue of the Second Suspension Notice the Trader's will be issued with a Termination Notice (see 6 below).
5. All **Suspension Notices** shall be issued by Market Management and state the details of the offence, the date from which the a Daily Licence will not be issued and the date on which the Daily Licence will be reissued, how the suspension will apply to the Trader, and the timescale for appeal against the Notice (see 11 below). No fees will be refunded during a period of suspension.
  6. **Termination Notice** shall be issued by Market Management, be dated and state the reason for its issue, the date from which the Daily Licence will not be issued, how the termination will apply and the time-scale for appeal against the Notice (see 14-18 below). The Trader shall not be allowed to re-register for a period of 3 years following the date of issue of the notice of termination.
  7. A trader who receives a Suspension Notice may appeal, in writing, to the Head of Regeneration and Inward Investment within 7 working days of the receipt of the Notice. On the issue of such a written appeal, the Trader may continue to trade until the determination of the appeal by the Head of Regeneration and Inward Investment which shall take place as soon as is reasonably practicable. The Trader shall have the right to be heard in person and represented. The Head of Regeneration and Inward Investment shall give their decision, in writing, which may either allow the appeal or uphold the Notice of Cancellation.

#### **Casual Traders**

8. A Casual Trader who receives 2 Warning Notices within a period of 3 months shall have their registration with Chorley Markets cancelled. The Casual Trader shall receive a Notice of Cancellation, in writing, which shall state the reason for the cancellation, the effect of that cancellation, and the time-scale for appeal. The Trader shall not be allowed to re-register for a period of 3 years following the date of issue of the Notice of Cancellation.
9. A Casual Trader who receives a Notice of Cancellation may appeal, in writing, to the Head of Regeneration and Inward Investment within 7 working days of the receipt of the Notice. On the issue of such an appeal, the trader may continue to trade until the determination of the appeal by the Head of Regeneration and Inward Investment, which shall take place as soon as is reasonably practicable. The Trader shall have the right to be heard in person and represented. The Head of Regeneration and Inward Investment shall give their decision, in writing, which may either allow the appeal or uphold the Notice of Cancellation.
10. The Head of Regeneration and Inward Investment may authorise another person to conduct the appeal in their absence.

### **Gross Misconduct**

11. In the event of gross misconduct by a Trader the Head of Regeneration and Inward Investment may issue a Revocation Notice and/or a Suspension Notice to prevent that person from occupying the Stall or working in any capacity on Chorley Markets pending a disciplinary hearing. The Head of Regeneration and Inward Investment shall convene the hearing at the earliest opportunity, but in any event not later than 7 days from the issue of the Suspension Notice. The Trader shall have the right to be heard in person and represented. No fees will be refunded during a period of suspension.
12. The following are examples of gross misconduct but this list is not exhaustive:
  - Acts of dishonesty, indecency or violence;
  - Serious abusive or insulting behaviour;
  - Any act causing or likely to cause death or personal injury;
  - An offence in connection with the business carried out at the stall or space for which legal proceedings have been instigated;
  - Offering bribes or inducements to Council staff.
13. Following the disciplinary hearing, the Head of Regeneration and Inward Investment shall give his decision in writing, which may either:
  - Reject the claim of gross misconduct, in which case the Trader will be allowed to continue to trade and further Daily Licences will be issued;
  - Issue a further Suspension Notice to the Trader, for a period not exceeding 3 months from the date of the decision;
  - Issue a Termination Notice

### **Appeal to Council**

14. A Trader may appeal against a Termination Notice served under this procedure to the Town Centre Executive Member, or such Committee to whom the function of dealing with such appeals is from time to time delegated, by sending a written notice within 7 working days of the receipt of the Head of Regeneration and Inward Investment decision to the Chief Executive, Town Hall, Chorley, PR7 1DP
15. The Trader shall be able to attend in person and shall have the right to be represented at such appeal.
16. The Town Centre Executive Member shall be entitled to regulate its own procedure but shall either:
  - Allow the Trader's appeal, or
  - Confirm the Termination Notice in respect of the Trader's Daily Licence.
17. The trader shall be notified in writing of the decision of the Town Centre Executive Member as soon as practicable after the decision is reached.
18. The Head of Regeneration and Inward Investment may authorise another person to conduct the appeal in their absence.

## APPENDIX 5

### CHORLEY MARKETS

#### CRITERIA FOR THE NOMINATION OF A SUCCESSOR TO A DAILY LICENCE

- (a) These nomination rules apply to Permanent Traders only. A Daily Licence is personal to the trader holding that licence and is incapable of assignment.
- (b) Where a Permanent Trader has at least 1 year continuous service on a particular Stall on Chorley Markets, that trader is permitted by the Council to nominate the person who is to take the next Daily Licence of the particular Stall that they occupy. Such nomination is, however, strictly subject to the provisions contained within this document.
- (c) If an incoming Trader is new to Chorley Markets, then that Trader's seniority is calculated from the first date that they occupy the Stall in question. Consequently, such a new trader will not be allowed to nominate a successor until he/she has attended Chorley Markets for 1 year. Should an incoming Trader be an existing Daily Licence holder they will retain their seniority.
- (d) Nominated Traders must continue with the same goods / services for a period of no less than 12 months from the date of the signing of the Daily Licence, unless given express permission in writing by Market Management prior to the issue of the Licence or an application to change the Daily Licence is submitted and approved.
- (e) Daily Licences in respect of Stalls are not leases and thus any perceived value for the benefit of transferring the Daily Licence is solely for negotiation between outgoing and incoming traders. Negotiations for fixtures and fittings, which are the property of the outgoing Trader, will be permitted but the Stall itself shall remain the property of the Council and must not form part of any negotiations between the outgoing Trader and the nominee. Should the outgoing Trader be in any doubt whatsoever over ownership of any part of the Stall it is the responsibility of that trader to clarify with Market Management.
- (f) Any Trader seeking to nominate a successor must complete fully the "Application Form for Permanent Space", which is available from the Markets Office (see Appendix 3). The nominee must also sign the form.
- (g) The Council will have absolute discretion in choosing to accept or reject a nominee.
- (h) The Council will not approve any nomination applications should an outgoing trader have any outstanding Breach Notices or arrears.
- (i) The outgoing trader is responsible for the payment of the Council's administration charges (current at the time of nomination) associated with the nomination request. Such costs are to be paid before Market Management will consider a nomination application and will not be refundable under any circumstances. The charges are reviewed annually and are available for inspection at the Markets Office (see Appendix 7).

- (k) By signing the application form, the outgoing Trader and nominee both acknowledge that they understand fully and agree to all of the conditions described above.

## **APPENDIX 6**

### **TRADING HOURS and LICENCE FEES**

**(See current sheet in Markets Office)**

## **APPENDIX 7**

### **CASUAL FEES & CHARGES**

**(See current sheet in Markets Office)**



## APPENDIX 8

### PROHIBITED GOODS AND TRADING STANDARDS.

#### 1 PROHIBITED GOODS

Market Management will not permit the sale of any illegal, dangerous, or inappropriate products. The following, non-exhaustive, list of products, or product groups, is prohibited from sale at any of Chorley's Markets or on any car boot sales that are licensed by Market Management.

- **Guns, Replica Guns, Ornamental Swords and Knives (Except Kitchen Knives & Cutlery)**
- **Laser pens**
- **Live Animals**
- **Fireworks**
- **Counterfeit Goods**
- **Illegally Copied Videos, CD's, DVD's, MP3 disks & Computer Games**
- **Drugs, Drug Related Products or Items Promoting the Taking of Drugs (inc. Legal Highs)**
- **Inappropriate or Offensive Products as deemed by Market Management**

**Market Management reserves the right to amend the above list of products or product groups at any time.**

#### 2 TRADING STANDARDS

The following is a non-exhaustive list of examples of national trading standards:

- (a) **Food items** sold on any of Chorley's Markets should be labelled accurately to incorporate one of the following:  
"Best Before Date". If this has expired it is not an offence to sell the product as long as the food has not deteriorated, or  
"Use By Date". It is an offence to sell anything with an expired use by date.
- (b) **Sales to Minors** - The minimum age for the sale of cigarette products, lighter fluids, refills containing butane and all knives including those for household use is **18 years**. The relevant notices **MUST** be displayed.
- (c) **Price Marking of Goods for Retail Sale** - Where goods are offered for retail sale, the selling price and, where appropriate, the unit price (e.g. 65p per 100 grams) must be given to consumers in writing.

When selling to the general public, all pricing information must be clearly legible, unambiguous, easily identifiable and inclusive of VAT and any additional taxes.

Pricing information must be available, i.e. clearly visible, to consumers without them having to ask for assistance in order to see it.

More advice for both traders and consumers can be found at:

<http://www.lancashire.gov.uk/business/trading-standards.aspx>

Click on 'Trading Advice/Business Consumer Rights/ The Sale & Supply of Goods

<http://www.legislation.gov.uk/ukpga/1979/54>

## APPENDIX 9

### REAL DEAL

#### A NATIONAL CHARTER FOR SAFE, FAIR MARKETS

(See current sheet in Markets Office)

## APPENDIX 10

### Electronic Cigarette Policy

#### **Chorley Council Electronic Cigarette Policy** (applied to all council owned facilities)

Whilst it is recognised that E-cigs (electronic cigarettes) do not normally contain tobacco and generally produce a short-lasting vapour rather than smoke, so currently fall outside the remit of 'smoke free' legislation the Council does not permit the use of e-cigs and other similar devices on Council owned facilities for the following reasons:

- the regulatory status of e-cigs re. quality standards / control etc. is unclear, so there may be many different e-cigs on the market, possibly made with a wide range of quality standards – and differing ingredients
- the BMA published concerns in March 2012, that some e-cigs may contain toxic and / or carcinogenic ingredients, in addition to the 'normal' ingredient – liquid nicotine
- e-cigs generally produce a small amount of visible vapour (albeit relatively odourless and short lived) – but there is little information regarding the effects of this vapour
- the NHS does not currently promote or prescribe e-cigs as 'smoking cessation aids', as they feel there is insufficient clinical information available to support that stance
- at this stage there is little, if any, definitive information to support the statement that e-cigs are 'safe' *per se*
- as e-cigs look very like cigarettes, permitting their use would lead to confusion and possibly confrontation