

Braintree District Council – Market Terms & Conditions

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1. What do we mean?

- 1.1 Casual Trader means a trader attending the Market on a non-regular basis or for a temporary trial period.
- 1.2 Council means Braintree District Council.
- 1.3 EOP mean the Market's Equal Opportunities Policy set out in schedule 1.
- 1.4 Licence means the individual agreement authorising the occupation of the Market Pitch.
- 1.5 Traditional Market Day means Wednesday and Saturday in Braintree, and Saturday only in Witham.
- 1.6 Braintree Street Market means the last Saturday at the end of the month beginning in March
- 1.7 Witham Street Market means selected dates within the year, which are held on a Saturday
- 1.8 Market Rent means the fee payable under the Licence (Pitch Fee).
- 1.9 Market Pitch means the area allocated to a Trader in the Market in which to Trade display and sell their goods.
- 1.10 Markets mean Braintree Market and Witham Market, and Braintree Street Market & Witham Street Market, reference to a Market means any of them.
- 1.11 Market Superintendent means the person/persons appointed by the Council from time to time to manage the Markets – contact details will be provided on registration.
- 1.12 Regular Trader means a trader who attends the Market on a regular or permanent basis.
- 1.13 Shoppers Charter means the Council's charter set out in Schedule 3
- 1.14 Trader means either a Casual Trader, Regular Trader or Street Market Trader who is named on a licence to occupy a Market Pitch and who is responsible for any other worker or employee.
- 1.15 Trader Application Form means the application form available on the Council's website or by contacting the Council, to apply to trade on a Market.
- 1.16 Trading Hours means the hours set out in **paragraph 4.1.**

- 1.17 Any reference to action by the Council shall include any member of staff employed by them for the purpose of market operation and management.

2. Trader Registration

- 2.1 All Traders operating on the Market must first be registered with the Council by fully completing and submitting the Trader Application Form, providing the required documentation and receiving formal acceptance from the Council
- 2.2 All traders wishing to register and all persons working on the Market must be eligible to work in the United Kingdom. Traders must provide the appropriate supporting evidence, upon request, to the Council and any other appropriate authority confirming the eligibility of themselves and their staff to work in the United Kingdom. It remains an offence under Section 21 of the Immigration Asylum and Nationality Act 2006 (as amended by Section 35 of the Immigration Act 2016) to employ an illegal worker and to know or have reasonable cause to believe that the person has no right to do the work in question. The Council must be notified in writing within 14 days of any changes to the information that a Trader has registered with the Council.

3 Market Pitch

- 3.1 The size of each Trader's Market Pitch will be agreed with the Council. The size of the Market Pitch will be dependent on the articles being sold and this will be agreed in advance between the Trader and the Market Superintendent. Once agreed, the Market pitch is fixed and can't be altered by the trader
- 3.2 Any changes to a Trader's Licence e.g. the good sold, the registered staff, the size of pitch, the name and address of the License shall be agreed by the Market Superintendent. A form to provide the new details can be requested from the Market Superintendent.
- 3.3 Market rent/pitch fee must be paid on or before the day of trading. The current cost of a market pitch can be found on our website: www.braintree.gov.uk/becomeatrader or alternatively by contacting the Market Superintendent.
- 3.4 The Market Rent/pitch fee will be reviewed regularly.
- 3.5 Market Pitches are allocated by the Market Superintendent. Traders are not permitted to set up without prior consent. If works are to take place to an allocated Market Pitch, the Market Superintendent will allocate an alternative location when and where possible.
- 3.6 Traders are not permitted to sub-let their Market Pitch.

- 3.7 Regular Traders can apply to transfer to new or vacant market pitches or express a future interest in another Market Pitch. If approval is given for a Regular Trader to move pitch, this will be monitored for a four week trial period, to ascertain that the Regular Trader is happy with the new location and for other Traders to lodge any objections. Approval of an application to move will be on the condition that the transferee is not selling similar good to that of another Trader within the immediate vicinity (i.e. two pitches distance).
- 3.8 The Market Superintendent can agree to increase the size of a Market Pitch if additional space is available and if it is in the interest of the Market.
- 3.9 Traders are responsible for erecting and dismantling all stands, tables, stalls and all other items on their own Market Pitch.
- 3.10 Trader's name and Licence must be clearly displayed.
- 3.11 Any Trader selling food must fill in an Environmental Services Food Assessment Form. Hard copy (posted) versions of this form can be sent out on request. You will not be able to trade food with us until we have this information and it has been approved by our Environmental Health Team.
- 3.12 'Food' Traders must display a current food hygiene rating certificate on their stall.
- 3.13 Traders may only sell goods agreed with the Market Superintendent and as specified in their application form, and Licence.
- 3.14 With the exception of pitches selling electrical goods, CDs and records, the use of amplified sound is prohibited on Wednesdays. Traders can request permission of the Market Superintendent to play music on Saturdays during market hours.
- 3.15 Traders must ensure that their Market Pitch is kept presentable and is in keeping with the Market and the environment during Trading Hours.
- 3.16 The Council reserves the right to re-designate Market Pitches at any time for the purpose of good market management.
- 3.17 All requests for Market Pitch transfer will be decided individually and will be considered on the basis of length of service, line of trading, fee payment, promptness and trading record.

4 Trading Hours

- 4.1 The Markets' Trading Hours are as follows:-

7.00 am – 3.30 pm all year round (except street Markets, whose hours are often longer)

- 4.2 No trader to start packing up before 3 pm
- 4.3 The Market must be cleared by 5.45 pm on the Market Day or as otherwise agreed with the Market Superintendent.
- 4.4 The Council reserves the right to alter trading hours at its discretion.

5 Trader's Vehicles & Trader/Visitor Parking

- 5.1 Trader vehicles must have the necessary MOT, Tax and Insurance to ensure that they are eligible to be driven on public highways.
- 5.2 Traders and all persons attending the Market must comply with the specified driving restrictions and instructions as handed to them by the Council. Traders are asked to keep vehicles on arrival to the side of the roadway/pathways where appropriate when unloading/packing away, to allow fellow Traders/members of the public to avoid any congestion. When driving on the Market, vehicles must drive dead slow and not exceed the maximum speed limit of five miles per hour (5 MPH).
- 5.3 Vehicles must be loaded/unloaded immediately, and not left unattended in the public thoroughfares during the market. Traders shall remove all vehicles from the Market by 9:30am on a Market Day unless authorised by the Market Superintendent. No Trader may begin to clear their Market Pitch or bring vehicles on the Market before 3 pm.
- 5.4 Access to the Market for Emergency Services must be maintained at all times.
- 5.5 Traders' vehicles are permitted onto the loading bays for the sole purpose of loading/unloading.

Public Car Parking Facilities & Important Information for 2020:

Braintree Car Parking

Victoria Street Car Park - CM7 3HL
(Closed from 1st March 2020)

Station Approach Car Park – CM7 3QL

Causeway House – CM7 9HB
(Saturdays only)

Please note: Manor Street & Victoria Street car parks will close on Sunday **1st March 2020** before construction work starts on the Manor

Street regeneration scheme. For further information on the Manor Street regeneration scheme: <http://braintree.gov.uk/manorstreet> Station Approach & Causeway House (weekends only) will remain open for Traders and Visitors to Braintree Town Centre. For Updates: <http://braintree.gov.uk/parkalt>

Witham Car Parking

Newlands Drive – CM8 2UL

Traders parking in the public car parks must obtain a parking permit from the Market Superintendent to qualify for a reduced price parking ticket (Market Trader Parking Ticket). Please ensure both parking tickets are clearly displayed in car windscreen.

In addition to the Market Trader Parking Pass, you must purchase a Market Trader Parking Ticket and display these together to avoid a parking fine. A ticket can be purchased from the machine by pressing the yellow button and waiting for the 'Special Offer' to appear on the screen before inserting the payment. We offer a trader tariff of £1.50 for all day. Failure to purchase a ticket and display the trader parking permit may incur a parking fine.

Traders, please note that the George Yard Car Park, Braintree, does not have the 'Market Trader Special Offer' ticket facility. Please use an alternative car park as stated above.

6. Refuse/waste

- 6.1 Traders must keep their Market Pitch and the area immediately around it clean and free from litter at all times during the Trading Hours. It is the responsibility of each Trader to ensure that all refuse and recycling generated by or collected upon his or her Market Pitch is placed in the bags or receptacles provided or is taken away with them.
- 6.2 Pitches not in use are to be kept clear from obstruction and are not to be used as storage areas.
- 6.3 Final Collection of the Day: All bulky waste needs to be stacked ready for the last collection of the day by 5.00 pm (Traders will be responsible for clearing their own waste after this collection).
- 6.4 All sharp objects (including tins and glass) must be wrapped and contained in hard boxes and disposed of in Council supplied trade refuse bags or removed by the Trader.

7. Behaviour

- 7.1 Responsibility for and adherence to these rules and regulations and for the behaviour of any person employed or manning a Market Pitch remains with the person to whom the Licence was granted (the

Trader).

- 7.2 Traders are required to conduct themselves in a manner that does not bring any adverse publicity to the Market, fellow traders or the Council.
- 7.3 Traders must ensure that they, or any person working for them, do nothing which in the opinion of the Market Superintendent is a nuisance or annoyance to any high street business, fellow traders or member of the public or detrimental to the efficient operation of the Market.
- 7.4 Traders with a generator will be moved to an alternate pitch, or asked to leave the market should a high street business complain about the noise nuisance created by the generator
- 7.5 The following codes of conduct are to be adhered to at all times:

No swearing or arguing;
No fighting;
No abuse;
No discrimination;
No drugs (promotion or consumption); and
No pornographic material
No negative or disruptive conduct on any digital channel

Traders are expected to present a positive image at the Market and to treat customers, fellow traders and others with courtesy at all times. Failure to comply with this may result in termination of the Trader's Licence.

8 Damage

- 8.1 The use or attachment of anything likely to cause damage to the Markets' floors, buildings, vehicles, fixtures or fittings is strictly prohibited.
- 8.2 The cost of repairing or making good any damage caused by the Trader, his/her employees, assistants, or agents to fixtures and fittings or other Market property, shall be charged to the Trader.

9 Absences

- 9.1 In cases of absence, responsibility for adherence to these rules and regulations and for the behaviour of any person temporarily manning a Market Pitch remains with the Trader.
- 9.2 Regular Traders are required to give 14 days' notice of any intended absence from the Market.

- 9.3 Regular Traders are allowed a maximum of 6 weeks planned absence per year during which no Market Rent or Pitch Fee will be payable.
- 9.4 In the case of any other absence, the Council may charge the Market Rent or Pitch Fee for the Market Day.
- 9.5 If a Trader is unable to attend their Market Pitch due to vehicle breakdown, illness or weather will telephone the Market Superintendent by 7.00 am on the Market Day, or the Pitch Fee will be due
- 9.6 If a Regular Trader does not attend the Market or provide cover, the Market Superintendent reserves the right to allocate his/her Market Pitch to a Casual Trader for that Market Day, by 8:30am.
- 9.7 If a Regular Trader has more than 4 absences in a three month period which have not been authorised in accordance with paragraph 9.2 and cover has not been provided, the Market Superintendent reserves the right to permanently reallocate his/her Market Pitch and/or terminate their Licence.
- 9.8 A regular Trader can arrange for their Market Pitch to be covered whilst they are absent providing that the person(s) covering:-
Are named as an employee on the Traders Application Form;
Are covered by appropriate Public Liability Insurance;
Have any other appropriate licenses/certificates/consents required e.g. food hygiene certificate; and
Agree to abide by these rules and regulations.

10 Electricity

- 10.1 Traders may use electricity for their Market Pitch where available and agreed by the Market Superintendent. This will be charged at an appropriate rate based on usage.
- 10.2 Traders must provide full details of their required electricity needs, and ensure that they have given total wattage of equipment, to the council so that their usage can be planned for
- 10.3 Any electrical connection points, including cables will be made safe for the public and any other person during the market by the trader and tidied away at the end of each day, also by the trader.
- 10.4 Traders shall ensure that items such as generators are positioned on the Market Pitch so as not to cause an obstruction. No fuel for equipment shall be brought to the Market Pitch, other than that already contained within the equipment. Generators should have no more than the permitted decibel limit as stated by the Council.

- 10.5 All portable electrical appliances owned by the Trader must be maintained in good condition and annually inspected by a competent person. Copies of PAT inspection certificates must be provided to the Market Superintendent.

11 Trading Regulations

- 11.1 It is the responsibility of each Trader to acquaint themselves and their employees with the trading regulation regarding their own specialist area, and abide by it.
- 11.2 The Trader must acquire a TEN (Temporary Events Notice) if trading alcohol in order to Trade with us. You will need 10 clear working days for the necessary checks to be completed, please ensure this is submitted in time. If you fail to submit the TEN in time, you will be unable to trade alcohol with us.
In order to comply with licensing, you can apply online via our web site at the following link
https://www.braintree.gov.uk/info/200600/alcohol_and_entertainment/1025/temporary_event_notice
- 11.3 Traders do not have any property rights in the Market Pitch and the Market Pitch is not capable of being sold, assigned or otherwise disposed of.
- 11.4 The Trader must ensure that all staff are properly trained to meet the necessary standards are regulations. Certificates of proof must be available to the Market Superintendent on request.
- 11.5 The Trader must ensure that they comply with all relevant legislation with regard to employment of minors.
- 11.6 Traders must co-operate with the Market Superintendent with regard to risk assessments of the Market and their Market Pitch.
- 11.7 Traders must acquaint themselves with the Equal Opportunities Policy, and conduct their business in accordance with the Equal opportunities Policy.
- 11.8 Traders are expected to acquaint themselves with the Shoppers Charter and conduct their business in accordance with the Shoppers Charter. See Schedule 3.
- 11.9 No counterfeit goods, weaponry, drug related or adult entertainment goods are to be displayed or sold.
- 11.10 No food trader with a food hygiene rating less than 3 on the Food Standards Agency's rating system will be permitted to trade at the markets, any standing food trader whose rating drops below 3 will be considered to have breached these rules and regulations and will be

excluded from the market

11.11 Mock auctions are not permitted at the Market.

11.12 All weighing machines/scales are to be calibrated and a copy of the certificate of proof is to be supplied to the Market Superintendent.

11.13 The Council reserves the right to exclude a Trader who has breached these rules and regulations or falsified application information or whose actions are not in the best interest of the Market.

11.14 Failure to adhere to any of the regulations set out in this paragraph 11 may result in termination of the Licence.

12 Termination

12.1. Traders shall comply with these rules and regulations and the terms and conditions of the Licence. Failure to do so may result in immediate termination of the Licence.

13 Casual Traders

13.1 Casual Traders will not duplicate goods being sold elsewhere on the Market without permission from the Market Superintendent.

13.2 Casual Traders may not move to occupy market pitches until 8:30 am on a Market Day or on instruction from the Market Superintendent.

13.3 A Casual Trader will be required to work a probationary period before a Permanent Market Pitch is offered. The timescale for this will be a period of six (6) consecutive weeks' attendance.

13.4 After the probationary period of six weeks if both parties are in agreement a Casual Trader will become a Regular Trader and will be required to sign a Licence.

14 Variations

14.1 The Council reserves the right to vary, change or amend these rules and regulations.

15 Public Liability Indemnity

15.1 Traders shall indemnify the Council against all claims, damage, loss, expenses and costs whatsoever including, but not limited to, any explosion, fire and accident or injury to any person or property which arises as a result of or in connection with the Licence.

15.2 Traders shall maintain an insurance policy with a reputable insurer, to cover against third party public and product liability, and to ensure

that condition 15.1 is fully met during the term of the Licence.

- 15.3 The Trader shall provide evidence of the insurance cover to the Council upon application for registration and occupancy, when the policy is renewed or amended, and when requested by the Market Superintendent.
- 15.4 Failure to comply with the above conditions will result in a Trader not being accepted to start trading or an existing trader being suspended from trading until such time as the above conditions are met.
- 15.5 It is advised that Traders should maintain an insurance policy with a reputable insurer for cover against the damage and loss of their goods and fixtures and fittings during the term of the Licence.
- 15.6 Traders employing staff shall maintain an insurance policy with a reputable insurer to cover against employee liability.

16 Health and safety requirements

- 16.1 Below is the wording for the Health & Safety Statement that all Traders will adopt if they are unable to produce their own policy:
- 16.2 As a Trader, undertaking and applying my business under the remit of Braintree District Council, I acknowledge and accept my statutory responsibilities, under the terms of Health and Safety at Work Act 1974, for securing the health, safety and welfare, for all my employees and the public.
- 16.3 As a Trader I will endeavour to work and promote safety and safe working practises at a local level. I shall strive by the passage of information and formal training to instil safe working practises into any members of staff that work within my business.
- 16.4 Safety is the concern of all employees, and is dependent on good sense and individual responsibility toward the Health and Safety at Work act 1974.
- 16.5 No alteration to the structure, size, shape or position of the Traders stands, tables and stalls are permitted, without specific permission from the Market Superintendent.
- 16.6 No alterations or additions to the exterior of a Market Pitch are permitted without the written consent of the Council.
- 16.7 Traders are not permitted to encroach on aisles in a way which impedes pedestrian movement around the Market, breaches mobility requirements under the Disability Discrimination Act, presents a safety hazard or which may be detrimental to the efficient operation of the Market. The decision of the Council is final on such matters.

- 16.8 Traders must ensure that all public and environmental health and safety regulations are observed at all times. Any accident caused through failure to observe statutory requirements or negligence is the responsibility of the Trader.

All Traders must ensure that there is adequate means of fighting fire within their Market Pitch. In addition, where food is being cooked or heated a fire blanket must also be available. Traders must ensure that all fire extinguishers are inspected annually by a competent person, and a record kept.

- 16.9 Traders are required to comply with all reasonable improvements to safety where directed by the Council.

17 Ice and snow

- 17.1 The Council will use its reasonable endeavours to arrange for the Market to be clear of snow and ice prior to the Traders arrival and throughout the Market Day. The Council gives no assurance that the area will be made completely clear of ice and snow.

- 17.2 If you would like a translation of this document in another language, large print, Braille, audio, or electronic, please contact us.

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Bocking End
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CM7 9HB
www.braintree.gov.uk/becomeatrader
streetmarket@braintree.gov.uk

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18 Schedule 1 Equal Opportunities Policy

- 18.1 The Council is committed to equal opportunities. The policies and practices of the Council aim to promote an environment that is free from all forms of unlawful discrimination and values the diversity of all people. At the heart of our policy, we seek to treat people fairly and with dignity and respect. This means that no-one will receive less favourable treatment (direct discrimination) or will be disadvantaged by requirements or terms and conditions that cannot be shown to be justifiable (indirect discrimination) on the grounds of their sex, race, age, disability, religion or belief, sexual orientation, pregnancy and maternity, marriage and civil partnership, gender

reassignment.

This applies:

As between the Council and the Trader;
In relation to membership of any Council traders group;
As between the Traders and other Traders; and
As between Traders and customers and neighbours

The Council is also committed to anti-discriminatory practises with regard to the service to our customers, clients, or contractors on the same ground as above and accordingly requires that:
Customers will not be abused or refused service; and
No person will be treated favourably when applying for services contracted by any traders group or the Council.

19 Schedule 2 – Child Employment

- 19.1 Until children reach the Mandatory School Leaving Age (MSLA), they can only work a certain number of hours per week and can only do certain jobs.

Children are of compulsory school age up to the last Friday of June in the academic year of their 16th birthday. After this they have reached the MSLA and they can apply for their National Insurance Number and work full time.

The youngest age a child can work part time is 13 years old, with the exception of children involved in Television, Theatre, and Modelling or similar activities.

Children may not work:

- Without an employment permit issued by the local education authority.
- In any industrial setting, such as a factory or industrial site.
- During school hours.
- Before 7.00 am or after 7.00 pm
- For more than one hour before school.
- For more than four hours without taking a break of at least one hour.
- In any occupation prohibited by local by-laws or other legislation, such as pubs or betting shops.
- In any work that may be harmful to their health, well-being or education.
- Without having two week break from any work during the school holidays in the calendar year.
- During term time, children may work a maximum of 12 hours per week.

This includes:

A maximum of two hours on school days and Sundays.

A maximum of five hours on Saturdays for 13 to 14 year olds, or eight hours for 15 to 16 year olds.

- During school holidays, 13 to 14 year olds may work a maximum of 25 hours per week. This includes:
 - A maximum of five hours on weekdays and Saturdays.
 - A maximum of two hours on Sundays.
- During school holidays, 15 to 16 year olds may work a maximum of 35 hours per week. This includes:
 - A maximum of eight hours on weekdays and Saturdays.
 - A maximum of two hours on Sundays.
- The National Minimum Wage is different depending on the age of the young person. There are different rates for 16, 17 and 18 to 20 year olds, and for 21 year olds and over. Employers who are older than Mandatory School Leaving Age are entitled to NMW, but those who are still of compulsory school age are not.
- Employers must inform the local education authority that they have employed a school-aged child. If satisfied with the arrangements, the local education authority will issue the child with an employment permit. A child is not insured without one.

20 Schedule 3 – Shoppers Charter

- 20.1 The Council and the Traders wish to ensure that you enjoy the experience of market shopping. We hope that you will find the Traders courteous and helpful and that the wide choice and variety of goods and services on offer represent good value. It is our intention that you will not have problems with your purchases, but should any problems arise the law entitles you to certain protection when shopping at our Markets.
- Goods sold as new must not be faulty and must work satisfactorily. Goods must be safe and fit for the purpose for which they were purchased.
- Goods must be described either verbally or on the label or packaging or otherwise.
- Services must be described and carried out in a proper manner with the provider using reasonable skill and care and carried out within a reasonable time and reasonable price.
- 20.2 You are not legally entitled to compensation or redress if:
- You have simply changed your mind over the colour, style, size etc. of the article, seen a cheaper product elsewhere or have no further use for the goods.
- Damaged goods, which were made known to you at the time of purchase or described by a notice.
- The goods have been mistreated or used for a purpose for which they were not intended. If you are not satisfied with the good or services you have received from a Trader whilst shopping at a Market, you should follow these procedures:

Approach the Trader concerned, taking with you any receipts and explain the problem quietly and calmly. In most instances the problem is usually satisfactorily resolved at this stage. If you cannot remember the pitch location or you cannot reach agreement with the Trader please contact the Market Superintendent and they will be pleased to assist you.