

## MANAGEMENT REGULATIONS

### NORTH WEALD MARKET

These regulations have been devised in the best interests of the Market as a whole and all traders and shoppers. In this document the terms ‘trader’ and ‘stallholder’ are interchangeable, which also encompasses the Market Manager and all Market Management staff.

These regulations may be revoked, amended or supplemented in such manner and to such extent as the Market Operator may in their absolute discretion from time to time direct. Traders are required to familiarise themselves and any employees with the regulations and copies should be made available for all those attending the Market in any capacity. Traders are required to comply with the provisions of these regulations, which may be issued from time to time. Copies of all these documents are available from the Market Manager.

#### **A** TYPES OF AGREEMENT

- a.1 **Regular traders** are required to attend in person on each trading day that they are committed to trading on. Regular traders are also required to hold a two-trading day deposit. Deposits are **non-refundable** and can be redeemed through trading days **only**.
- a.2 For traders in arrears, **your deposit must be replenished in full before returning to trade**, and then an agreement is to be made for an arrears payment structure with the Market Manager. The minimum total to be repaid must meet the casual rate for your stall until the balance is zeroed.
- a.3 Traders are to notify Management before 06:00AM if they are not able to attend on the day – a fine of £25 will be added to rent upon return if contact is not made.
- a.4 Traders will be permitted 2 **unauthorised absences** (being when Market Management do not receive notice 7 days prior to the absence). If you surpass 2 **unauthorised absences**, Market Management will have the option to relocate you elsewhere on the Market. If there is no availability to relocate you, you will be placed on a Waitlist until a pitch becomes available. This information is also relevant to those Traders with Container Pitches.

- a.5 Traders are required to give two-trading days notice when wanting to cease trading and to redeem any deposit held. When notice is given, the rent ticket will read £0 – 1 of 2 and £0 – 2 of 2.
- a.6 If notice is given, Market Management reserve the right to reassign the pitch to a new trader. If the trader decides to retract notice once their pitch has been reassigned, they will be assigned a new pitch or be placed on a waitlist if no pitch is available.
- a.7 It is the sole responsibility of the trader to ensure that Public Liability Insurance is held an in date.
- a.8 **Casual traders** are those that are granted a pitch for a single day in return for a fee payable prior to or on that day. The Manager allocates a space at his discretion each day and after 07:30AM, may include the stalls of regular traders.

## **B PAYMENT OF RENT**

- b.1 Regular traders must pay on demand in cash before 10.00AM on the day of trading.
- b.2 Casual traders must pay on demand in cash upon allocation of a pitch by the Market Manager.
- b.3 It is at the Managers discretion to accept card payments via the office prior to the trading day. Any payments made in advance are **non-refundable** and **non-transferable**.
- b.4 It is at the Managers discretion to accept rent payments via standing order. If it is agreed that you can pay via standing order, payments must be made the day prior to the Market (Fridays) and the amount paid must remain the same each week.
- b.5 It is at the Managers discretion to decline or revoke an agreement to pay via standing order.

## **C INSURANCE, IDENTITY AND SIGNAGE REQUIREMENTS**

- c.1 All traders are required to hold valid public liability insurance cover. Membership of the National Market Traders Federation [www.nmtf.co.uk](http://www.nmtf.co.uk) is the most recognised in the industry.
- c.2 Regular traders found to have lapsed public liability insurance will not be permitted to trade until proof of renewal is provided.
- c.3 Casual traders will not be permitted to trade without valid proof of public liability insurance.
- c.4 All traders must produce photographic evidence of identity and place of residence to the Manager. A photo driving license and recent utility bill will generally suffice. This data will be kept secure and confidential between the parties.
- c.5 All traders in foodstuffs shall display their trading name and business address in a prominent position on the stall. All other traders shall display a prominent sign showing no less than their trading name and details of their insurances.

## **D**     **COMPLIANCE**

- d.1 Traders are required to comply with the directions of the Market Manager or their staff, at all times.
- d.2 Traders on the Market are required to comply with and ensure compliance by the employees and other persons acting upon their behalf with the provisions of these management regulations, any and all Acts of Parliament, statutory regulations, byelaws or rules and regulations made by a competent authority. This included Health & Safety, Employment and Trading Standards Legislation. It is the responsibility of the traders to determine which applies to them and to ensure compliance.
- d.3 Traders are required to conduct themselves in a manner which does not cause danger, annoyance, nuisance, or impediment to any other persons. This precludes the use of threatening or abusive behaviour, foul language, or drunkenness. The Manager has the discretion to suspend any trader who breaches this rule.
- d.4 Goods that are counterfeit, offensive or dangerous may not be sold and the Market Manager has absolute discretion to determine if they represent same and to require their immediate removal.
- d.5 Traders found to be selling counterfeit goods will be made to cease trading with immediate effect, will forfeit any deposit/rent paid and will be permanently banned from trading at North Weald Market.
- d.6 Vehicles may be subject to an ‘on the spot’ search by Market Management.
- d.7 Traders in foodstuffs are required to comply with the Food Traders Appendix. A copy is available from the Market Manager.

## **E**     **TRADING TIMES**

- e.1 Trading days are:  
Saturday and Bank Holiday Mondays.
- e.2 Core trading hours during which traders are obliged to open for business are:  
08.00AM to 15.00PM Greenwich Mean Time (November – March) with extended hours of  
08.00AM to 16.00PM during British Summer Time (April – October) plus such additional times  
as the Market operators may direct.
- e.3 The Market will be closed on Christmas Day, Boxing Day and News Years Day.

## **F**     **HOURS OF ACCESS AND TRADING**

- f.1 All stalls shall be occupied by **07:00AM** and capable of trade by 09:00AM.

- f.2 Traders will be charged £25.00 if they do not notify the Management of their absence
- f.3 Traders cannot enter the Market site and begin stall erection between the hours of 23:00PM on the Friday and 05:00AM Saturday. Management will be onsite from 05:30AM.
- f.4 No vehicle access or movements can take place on the market site after **07:30AM**, unless otherwise authorised by the Market Manager.
- f.5 In the event of a temporary absence of the trader, a responsible adult person shall be left in control of the stall.

## **G ACCESS BY VEHICLES FOR LOADING AND UNLOADING ONLY**

- g.1 Traders shall comply with the permitted access hours and any traffic management directions made by the Market Manager e.g., an allocated time. If a trader is unable to meet the allocated time, then other vehicles with pre-allocated time slots will have priority. Vehicles must not obstruct other vehicles and deliveries and must not be left unattended with their engine running. Once unloaded or loaded they must be removed without delay. Any unattended vehicle may have a fine or penalty imposed.
- g.2 Only vehicle types and trailers authorised by the Manager shall be brought onto the Market. All vehicles and trailers shall be roadworthy, insured and in possession of an MOT certificate and current road fund license. All drivers must possess a full UK driving license and be insured to drive same.
- g.3 Any spillages of oil or fuel must be immediately cleaned up and reported to the Manager.
- g.4 The filling or emptying of fuel tanks whilst attending the Market is expressly prohibited.

## **H ADDITIONAL REQUIREMENTS – SALE OF FRESH FOOD**

- h.1 All traders in foodstuffs must register with their local Environmental Health Department as a ‘Food Business’ and comply with the separate ‘Food Trader Appendix’. A copy is available from the Market Manager.
- h.2 It is the responsibility of traders to ensure all edible foods sold on the Market are handled, displayed, priced and sold in accordance with statutory requirements including the EU Food Hygiene Regulations. All edible goods must be stored and displayed at least 12 inches above ground level. Some types of goods may require refrigeration – advice and guidance on handling methods is available from your local Environmental Health Dept.

## **I RECYCLING AND WASTE DISPOSAL**

- i.1 Bins currently on site are for use by members of the public **ONLY**. No trader is permitted to use the bins, at any time.
- i.2 Traders are required to take all waste away at the end of the trading day and to leave their pitch as it was then they arrived.
- i.3 Clean cardboard can be taken to the Market Yard by the trader from 03:00PM and disposed of, free of charge. No cardboard is to be left on the trader's pitch.
- i.4 Any trader found to be using the bins on site will be liable to pay a fee for emptying of the waste and will receive a written warning.
- i.5 Any trader seen leaving waste on site will be suspended from trading the following week.
- i.6 Bins can be provided for £20.00 per General Waste E1100 bin, per week.
- i.7 Traders who generate fish, meat and catering waste shall make their own arrangements for storing waste within their stall during trading hours.
- i.8 Traders shall not discharge noxious or foil liquid waste including cooking oil and food waste down the drains or onto the paving. All waste liquid is to be contained and removed from site at the end of the day by the trader.

## **J MAINTENANCE OF STALLS**

- j.1 Pitch depth is a maximum of **30FT** (inc. vehicle), unless otherwise agreed with Market Management.
- j.2 Traders are responsible for the erection, daily management and dismantling of their own stalls. In the event a trader is issued with a Compliance Notice, they are responsible to act with immediate effect.
- j.3 In the event Saunders Markets Limited provide infrastructure – Traders shall not adapt or alter any equipment fixture or fitting forming part of the stall or its services. If adaptation is requested the Market Manager will direct or approve.
- j.4 Electricity is not available for traders to use. All power cables and leads are to be supplied by traders and also maintained by them. Generators are not permitted on the Market unless they are **silent**. All equipment is required to be PAT tested and certified.
- j.5 Traders shall only occupy and use for display the areas let to them under their agreement. The 'standing-out' of goods outside the demised area e.g., in front, behind or to the side of a stall is at the Manager's discretion.

- j.6 Market Aisles are 20FT wide. Any Trader who overhangs the front line will be made to dismantle and re-build their stall in the correct position.
- j.7 Demised seating area e.g., for catering stalls shall be cleared and cleaned by the catering stall holders during trading hours.

## **K PROHIBITED GOODS AND ACTIVITIES**

- k.1 Goods that are counterfeit, offensive or dangerous may not be sold and the Market Manager has absolute discretion to determine if they represent same and to require their immediate removal.
- k.2 Airsoft/ imitation firearms are not permitted to be sold on the market.
- k.3 No 240v electrical goods may be sold except for new items still in their original packaging.
- k.4 Second-hand or used goods may not be sold, except within the Boot Sale section of the Market.

## **L HEALTH & SAFETY**

- l.1 Traders are required to familiarise themselves and comply with the Market Operators Health & Safety Policy. A copy is available from the Market Manager.
- l.2 Traders are required to prepare their own Health & Safety policy in accordance with statutory requirements. Guidance can be found at [www.hse.gov.uk](http://www.hse.gov.uk)
- l.3 Traders are required to comply with all directions in respect of Health & Safety issued by the Manager. Such instructions are supplemental to and do not vary these regulations.
- l.4 There are significant Health & Safety risks posed to traders and staff when delivering and handling goods e.g., trips, slips and falls. Traders must undertake a risk assessment of their working methods and devise and implement safeguards.
- l.5 All traders are required to:
- *Prepare their own risk assessment methods*
  - *Ensure all staff are adequately instructed in Health & Safety matters*
  - *Make personal protective equipment and clothing available to their staff*
  - *Report any accident or incident to the market manager*
- i.6 Traders must pay particular attention to the hazards of:
- *Vehicle movements – reversing of vehicles in loading and unloading bays*
  - *Slip and trip hazards – trip hazards and slippery floor surfaces*
  - *Electrical safety – power and lighting distribution from supply boxes*
  - *Goods handling – manual handling of heavy and awkward objects*

## **M**     **ACCIDENTS, FIRST AID AND FIRE SAFETY**

- m.1 All accidents and ‘near misses’ involving traders, staff or members of the public MUST be reported immediately to the Manager for investigation and entry into the accidents book.
- m.2 A qualified and experienced First Aider will be onsite during trading hours, located at the Management Office. Traders should familiarise themselves with its location and the identity of designated first aider staff.

## **N**     **SUPPLEMENTAL**

- n.1 No child shall be employed upon the Market except in accordance with statutory legislation.
- n.2 Radios or other sound equipment may be played at the discretion of the Market Manager. A PPL License is required.

## **O**     **COMPLAINTS PROCEDURE**

- o.1 Complaints by traders in respect of any matters affecting the Market must be brought to the attention of the Market Manager in writing, for investigation, relevant action and, if necessary, notification to the complainant of the result.
- o.2 If a complainant is not satisfied with the action taken by the Market Manager on any complaint, then the matter may be referred by letter to the company Director and/ or Local Authority.
- o.3 Complaints made by a member of public against any trader will be handled in confidence and the trader first given the opportunity to resolve the dispute. If a resolution is not achieved, the Manager will intervene and reach a final decision and issue a direction.

## **P**     **CONTAINER PITCHES**

- p.1 All containers need to be pre-approved by Market Management, prior to delivery. If any containers are delivered without pre-approval (*an email from Market Management*), Saunders Markets reserve the right to move and/or remove the container at the expense of the Trader.
- p.2 Containers must be new or refurbished and be in good aesthetic order. If using refurbished containers, traders are required to provide images for approval to [applications@saundersmarkets.co.uk](mailto:applications@saundersmarkets.co.uk)
- p.3 Containers must be single 8X20 units, either end or side opening. They cannot be modified in any way (i.e., multiple units fabricated together). The recommended rental companies are MAC Containers or Adaptainer.

- p.4 For any trader using a container they have purchased, a holding deposit of £500 is required – which will be refunded when the container has been removed from site once the trader has ceased trading.
- p.5 Delivery of containers can only be taken on Fridays after 10:00AM and must be agreed with Market Management – who must be onsite at point of delivery. If any containers are delivered without Market Management on sight, on a different day or earlier than 10:00AM, Saunders Markets reserve the right to move and/or remove the containers at the expense of the trader.
- p.6 A fee of £100 is payable to Market Management, prior to receiving delivery of the Container.
- p.7 Containers must have the ability to close and are not permitted to be left open once the trading day has ceased. There are to be no modifications to the facia (overhangs etc.) and no framework is to be left outside of the containers.
- p.8 All traders with containers must be Regular traders and have a full deposit – Terms and Conditions for Regular traders apply for container pitches.
- p.9 Container pitches will be held for **one week**. The trader will have one week to organise purchase/rental (unless otherwise agreed with Market Management) and must provide evidence – if evidence is not provided the trader will forfeit their container pitch and will be required to reapply and re-join the waitlist.
- p.10 If a trader is provided or relocated to a container pitch on the agreement, they will be obtaining a container and chooses not to go ahead, the pitch will be forfeited, and they will be relocated within the market. \*Please be aware, previous pitches may not be available – if no pitch is available the Trader will be placed on a waitlist.
- p.11 Containers can be accessed from 9:00AM Fridays. Vehicles must be parked either on the gravel, behind the container or wherever requested by Market Management – in order to keep the apron of the airfield clear. The Airfield reserve the right to deny access.
- p.12 Saunders Markets reserve the right to remove the container at the Traders’ expense, should the Trader fail to remove the container by 14 days after their last trading day.
- p.13 Saunders Markets reserve the right to charge a weekly container fee for the site.

## **Q STORAGE**

- q.1 Storage within the Market Yard must be pre-agreed with Market Management.
- q.2 Storage within the Market Yard is solely at the risk of the trader. Saunders Markets Limited does not take any responsibility for the ‘item/s’ stored. This is a service that is provided to assist traders only.

- q.3 No 'stock' is to be stored at any time. Your van/trailer/container should only hold Market stall infrastructure such as tables, sheets, rails and display equipment, clips, signs etc.
- q.4 Each 'item' stored should be secured with locks and those that require it, ratchet straps, to ensure its safe to transport when being taken to and from the Storage Yard.
- q.5 Each trader is responsible to transport their 'item' to and from the Storage Yard.
- q.6 Any vehicle stored in the Market Yard must be fully operational. Any vehicle that is found to not be fully operational must be removed by the Trader, with immediate effect. The trader will be liable for the cost of removal.
- q.7 If any trader storing a vehicle or trailer is absent from the Market for four (4) weeks without any correspondence or communication with Market Management, they agree to this 'item' being removed and disposed of. The trader will be liable for the cost of removing such 'item'.
- q.8 Each 'item' stored will be at a weekly cost of £30.00 (e.g., £30 per van. If you have a van and a trailer, it will cost £60.00).
- q.9 Storage will NOT be accessible unless a member of Management or the Market Operations Team is present on site.
- q.10 No Trader will have access outside of Market hours. Access will be granted between 02:00PM and 04:00PM Friday afternoon and from 05:00AM Saturday morning.
- q.11 Storage will be closed at 06:00PM on Saturday. This is subject to change at any day.

**R COVID-19**

- r.1 All traders are required to download and complete the COVID-19 Trader Manual which can be found on our website or emailed at the request of the trader.
- r.2 All traders are required to register or re-register with a completed Application Form.
- r.3 All traders are required to have current/in-date public liability insurance.
- r.4 Food traders are required to have handwashing facilities and antibacterial sanitiser on their stall.
- r.5 General traders are required to have antibacterial wipes and hand sanitiser on their stall.
- r.6 All traders are required to have sufficient cleaning products on their stall to clean and disinfect stock and equipment.
- r.7 All traders are required to have sufficient Social Distancing Signs up at the front of and inside their stalls.
- r.8 You, the trader, are responsible for your own business and stall. You must ensure that you adhere to the above and address risks that you have found when completing your Risk Assessment.

r.9 Saunders Markets are not responsible for your business. If it is seen by Market Management that you are not complying with the new regulations, you will be asked to cease trading with immediate effect and to address the risks identified by Market Management. If you cannot meet these requirements, you will not be permitted to return to trade at this stage.

## **S PENALTIES**

s.1 Any act or omission which contravenes one or more of these Regulations may be subject to a penalty. The penalties are as follows:

- Verbal warning (confirmed in writing)
- Written warning
- Final written warning
- Suspension
- Permanent Ban

s.2 The penalty imposed for any particular incident will depend on the seriousness of the breach and any previous penalties imposed. Acts of Gross Misconduct will result in immediate suspension pending further investigation. Gross misconduct is a legal term meaning a wrongful, unlawful or improper conduct that could lead to immediate dismissal from the workplace because it is serious enough to break statutory UK law such as threatening behaviour, use of abusive language, sexual harassment, theft or serious breach of health and safety regulations causing a risk of injury.

s.3 If a trader is suspended by the Market Manager the facts will be reported to the Director and/ or Local Authority if applicable, within 14 days.

s.4 The trader will be notified in writing of such a report and may, if he so wishes:

- Submit a written defence to the Director
- Appeal in person, with the right to be accompanied by a friend or solicitor

s.5 The Director will consider the report submitted by the Market Manager, and either the written or personal submission by the trader before deciding on the final outcome. The trader will be informed in writing within 7 days of submitting his defence in writing or in person of the Directors decision regarding the matter.