



SOUTH
KESTEVEN
DISTRICT
COUNCIL

South Kesteven District Council

**Council Offices
The Picture House
St Catherine's Road
Grantham
Lincolnshire
NG31 6TT**

Market Trader Code of Practice

INTRODUCTION

These Regulations and Code of Practice should be regarded as complementary to the Council's existing Financial Regulations and any other bylaws or regulations relating to Markets.

1. MARKET CHARGES

- a. The charges to be applied will be in accordance with the official scales determined by the Council each year. The fees will increase annually, and Traders will be given notice of this prior to each financial year. The current charges can be found in Appendix A.
- b. The scale of charges distinguishes between:
 - Council stalls,
 - Pitches (unit rate per pitch calculated/charged out per m2) ,
 - Regular & Casual Traders,
 - Hot Food Units,
 - Business pitches (inc. vehicles used for direct selling),
 - Parked vehicles at stalls,
 - Extra stalls and displays,
 - New Trader Incentives,
 - Hire of entertainment areas,
 - Hire of stall equipment for non-market purposes (inc. pop-up stalls),
 - Hire of other market labour, and
 - The attached Appendix A details the charges for the current year.
- c. The following interpretation is applied to the scale of charges:
 - The standard Council stall is 3.048m by 1.219m (10ft by 4ft). Pitches are based on a 3 x 3m footprint and any additional size to be agreed with the market manager and charged accordingly. Pop-up stalls are 3m by 3m and each will be deemed to be a single stall for the purposes of charging.
 - Market extras (where the stall holders extend their stalls beyond the standard size) are to be charged in all cases in accordance with the scale of charges (pitches).
 - Market extras (where the market users extend their pitches beyond the area used for selling) e.g. storage areas, will be assessed separately and charged for in accordance with the scale of charges (pitches).
 - Stall-holders supplying their own stalls will be charged on a pitch basis.
 - Vehicles used for direct selling are to be charged as business pitches.
 - Stall holder's vehicles, not selling but parked within the boundary of the market, are to be charged as vehicles parked at stalls. The vehicle charge will be subject to VAT.
 - All market traders will be charged in accordance with the scale of charges and charging policy. All regular traders will pay via Direct Debit, monies will be taken 14 days after the date of invoice each month.
 - For casual traders, payment must be made on the trading day by noon to the Market Manager or Deputy Market Manager. **Cash and cheques will not be accepted, unless other forms of payment are unavailable at no fault to the trader (e.g. card machine failure).** Failure to pay in accordance with these requirements will result in a trader immediately forfeiting their trading position.
 - Vehicles are defined as any car, pick-up, trailer etc used by the Trader.
 - 30 days written notice is required from any invoiced trader that wishes to cease trading on our markets. Notice is to be posted or emailed to the Markets Manager.

2. OUTSTANDING INVOICES

- a. Payment terms are 28 days from date of invoice. Any outstanding invoices will receive a reminder after exceeding payment terms. Thereafter a final reminder will be sent and if no payment is received, this outstanding account will be passed to our Legal department for court action. **This action will result in court charges being added to your outstanding amount and you will be instructed to cease trading until the account is brought up to date.**
- b. Where a debt is disputed by the trader, evidence of payment must be provided within 30 days of request. Failure to meet these terms and provide satisfactory proof of payment will result in an immediate forfeiture of their trading position.

3. MARKET "FREE TRADING" & DISCOUNTED DAYS

- a. Markets affected by the Mid Lent Fairs shall not be considered as a normal market. Traders attending these "limited" markets will be required to pay the appropriate fee on the day of the event.
- b. Regular Traders may use their allowance of 5 "free trading days" as either holiday or sick allowance. In the event a regular trader is absent beyond the 5 free trading days, that trader will not be entitled to any rent reduction. If you are absent beyond two weeks due to illness/injury a covering letter will be required. During the Regular Trader's absence, the Manager will ensure that no duplicate trade shall operate from that position.
- c. There will be no compensation for allowances not used.
- d. These free trading days shall only apply to regular traders paying by direct debit.
- e. Where a trader exceeds their allowance of 5 free trading days (subject to the consent of the Market Manager) the trader will be permitted to arrange for their business to continue to operate in the normal manner. However, the Council reserves the right to re-let the stall/pitch. No refund will be given in respect of fees paid for the parking of vehicles, pitch and stall charges beyond the 5 free trading days. If the trader fails to give due notice or good reason for non-attendance beyond the 5 free trading days, the Council reserves the right to re-let the stall/pitch on a permanent basis.
- f. Where a trader decides not to trade from their trading position as part of their "free trading days" allowance, the Council reserves the right to re-let the trading space stall and pitch for that period only on a casual basis. No refund will be given in respect of any fees paid.
- g. Where a trader's business operation is disrupted due to vehicles parked in contravention of the road closure, we will endeavour to relocate the trader. In addition, a trader may be entitled to 50% refund of stall rent for the day affected at the discretion of the Market Manager who will make the final decision and approval on the day.

4. CONTRAVENTION OF REGULATIONS

- a. These Regulations and Code of Practice govern the use of stalls in the market by Traders. Any Trader who breaches any of these Regulations will receive a written warning. Subsequent and persistent breach of these Regulations may lead to the Trader being removed from the market altogether.

5. TRADER DEFINITION

For the purposes of these Regulations:

- a. "A Regular Trader" is a person who has been allocated a reserved pitch or stall(s) for any market day and has agreed to comply with these Regulations. A Regular Trader shall agree to pay the market charge, for every market day by monthly direct debit in accordance with the Code of Practice – whether or not they attend.
- b. "A Casual Trader" is a person who has permission to use a pitch or stall for the day of the market only and has agreed to comply with these Regulations. A Casual Trader shall agree to pay the market charge on the day of the market which they are attending in accordance with the Code of Practice. A Casual Trader is also deemed to be any Trader attending either Specialist Markets (e.g. Craft, Farmers,) or Limited Markets.

6. CASUALS - ALLOCATION OF STALLS/PITCHES

- a. Applicants on the market waiting lists shall, having regard to the time that they have been on the list, and for the suitability of their goods, be transferred to the bottom of the casual attendance list.
- b. Traders on the casual attendance list shall be expected to attend the Market and their attendance shall be monitored.
- c. As permanent stalls become available, a casual from the attendance list shall be offered a permanent position by the Manager and expected to pay by direct debit. The casual list shall be continually maintained and updated.
- d. Factors determining the allocation of a permanent position to a casual trader will include:
 - Desirability of goods and its benefit to the overall market and town centre,
 - Paying by direct debit.
- e. Casual Traders will be allocated a stall or pitch at the discretion of the management. Permanent traders will have priority over any stall or pitch position regardless of the duration a Casual Trader has occupied the market. The Manager will allocate a pitch or stall to the Casual Trader with consideration to the desired position, adjoining lines of goods, availability and practicality of the site position. The Casual Trader has no right to a guaranteed position on the market and should expect to be moved from time to time.
- f. New traders will be allocated positions at the discretion of the management and market Manager.
- g. The casual and permanent trader waiting lists will be updated and refreshed on a regular basis. Traders who have not expressed an interest in trading or have not attended the markets during the previous 6 months will be removed from the waiting list.
- h. The ultimate decision regarding positioning of market stalls lies with the Council management. If it is felt in the best interests of the market to adjust the stall layout plan, then notice in writing will be provided to any affected trader(s) who will be expected to comply with this decision. Consideration will be given to ensuring that the best available alternative position is provided to the affected trader – particularly the regular trader. Adjustment to the layout of the market and stalls will also be made to accommodate any planned or maintenance works carried out on the Highway.

7. ATTENDANCES & ABSENCES

- a. Absence from the market may not normally exceed three consecutive weeks. Any absence, or intended absence, from the market, must be communicated to the Market Manager, as soon as possible and preferably one week in advance. The Council reserves the right to require evidence to support periods of absence in excess of two weeks with approval granted according to the merits of each case.
- b. Absence in respect of holiday will require notice of at least one week.
- c. Absence in respect of sickness will require notice of 24 hours wherever possible and reasonable. Cost and time will have been incurred in setting up a potentially vacant stall, so it is advised to give notice as soon as possible.
- d. A Regular Trader will lose their allocation where absence from the market exceeds three consecutive weeks, and no approval has been sought or granted. Similarly, absence by casual traders will result in their removal from the casual list.
- e. Continuous or persistent periods of absence likely to disrupt the goodwill of the market or the granting of lettings may result in a Regular Trader losing their allocation.
- f. Should the Regular Trader suffer ill-health then, at the discretion of the Council, after a period of two weeks absence, a refund or credit may be given at a rate of 50% equal to the appropriate rate of charge for each market not attended upon receipt of a doctors certificate and covering letter (subject to the Council being able to re-let the pitch/stall during the period of absence).
- g. Traders will be permitted no more than a total of 6 weeks absence from the market. This allowance includes sickness and holiday allowance (unless agreed with the Market Manager).

8. TRADING HOURS AND CANCELLATIONS

- a. **Stalls and pitches should be occupied by 8.30am** after which time the stall or pitch may be let to a Casual Trader. If no notice has been provided to the Manager, then the Trader has forfeited the right to trade on that day and is not entitled to any refund.
- b. All Traders must be fully trading up to 1430 (October-March) and 1500 (April-September), and no goods are to be removed from the stall before this time. No vehicles are to be brought onto or move off the market area until 1445 (October-March) and 1515 (April-September). Traders must give exceptional notice and reason to the Market Manager if wishing to cease earlier. Traders must trade no later than 4.00pm unless otherwise authorised by the Market Manager. Any breach of this condition will forfeit your trading position for future markets.
- c. If inclement weather occurs, and the Market Manager deems it a necessity to close the market early for Health & Safety reasons and potential damages to traders' stock, notification of market closure will be given by the Market Manager.
- d. A refund or credit not exceeding remuneration paid will also be given to Regular Traders when a market is cancelled due to adverse weather or any other reason at the discretion of the Market Manager.
- e. Market days may be varied by the Council by virtue of public holidays and shall not be held on Christmas Day, Boxing Day or New Year.

9. BUSINESS NAME – DISPLAY AND COMPOSITION

- a. In compliance with Trading Standards, **the Trader shall display, conspicuously and legibly, their business trading name, phone number and town from which they operate their business.** Any vehicle used in relation to the food industry shall have conspicuously and legibly displayed any address at which it is kept or garaged.
- b. All proposed changes in business name must be notified to the Council in writing for filing and ensuring that business names on the market are not offensive.
- c. Where a Trader proposes to change the composition of their business arrangements e.g. a change in partnership or persons wishing to use a stall etc, the Council must be notified a minimum of one month in advance for consideration.
- d. The Council reserves the right to see valid documentary evidence to support the change and to refuse changes where such evidence is not provided, inconclusive, or considered to conflict with the principles of allocation of stalls, pitches etc.
- e. The pitch or stall location is not owned by the trader and any transfer of business does not include the pitch or stall location. The new trader must be aware that they may not be positioned in the original position of the transferring trader.

10. GOODS – TYPES AND CHANGES OF GOODS

- a. The Regular Trader must obtain prior approval from the Council before changing the type of goods traded, or an extension of the range of goods traded, from those approved when their stall or pitch was allocated by the Council. Traders failing to comply may be asked to withdraw those goods from sale. All traders must complete an annual update form which includes the types of goods they are currently selling. No traders are authorised to sell any fur-based products.
- b. The Council operate an Open Market. If a trader wishes to stand on the market and a stall or position is available, then that trader is entitled to stand, although consideration will be given to placement. When selecting traders to stand when there are a limited or lower number of spaces than traders, consideration will be given to the type of goods on offer and its benefit to the market in order to achieve a balance and breadth of trade.
- c. Goods for sale must comply with all the relevant legislation in line with Trading Standards. The following must be considered, this is not an exhaustive list:
 - Electrical equipment must meet European Standards, indicated by a CE mark,
 - Toys must be properly marked to ensure traceability, bear the CE mark and be accompanied by instructions for use, and warnings where necessary, and
 - Upholstered furniture should comply with the Furniture and Furnishings (Fire Safety) Regulations 1988. Upholstered furniture that meets the requirements of the Regulations should carry a permanent label with the heading 'carelessness causes fire'.
- d. The operators of stalls from which food is sold are required to observe the provision of all current Food Hygiene Regulations. Advice on the interpretation of these regulations will be given by the Council's Environmental Health Officers and their decision on all matters of food hygiene is final and binding. All stall holders on the Market are required to have a food hygiene rating of 3 stars and above. The certificate must be visible at all times. Should a trader fall below this rating, they will be given a maximum of 12 weeks to request a reassessment or appeal the decision. If after reassessment the rating does

not achieve 3 stars, the trader will not be able to trade on the Market until the 3-star rating is achieved. Any contravention of these regulations will result in immediate dismissal from the Market. If the Trader does not have a food hygiene rating, they will not be allowed to operate on the Market.

11. INSURANCE

- a. The Trader shall indemnify the Council from and against all claims, actions damages, losses, expenses and costs in respect of any explosion, fire, accident or injury to any person or property which may arise because of, or in connection with, the occupation or use of any stall or pitch or space on any part of the market.
- b. The Trader shall hold a valid insurance policy for public liability claims up to £5million per claim and the Trader will produce such policy and the receipt for the current year's premium to the Council when required. Traders must furnish proof of insurance when applying for a stall on the market. Thereafter they must provide annually at renewal documented proof of a valid certificate of insurance. If they do not provide evidence, they will be asked to stop attending.

12. STALL COVERS / ADAPTATION / EXTENSION ETC

- a. Stalls provided by the Council must not be adapted or moved once positioned. Any request for movement or adaptation must be made to the Market Manager. Stall set up and layout must be safe and secure without compromising the structural integrity of the stall. The Council will not accept any liability associated with any modifications or movements that have not been approved.
- b. All top sheets must be fitted securely to stalls. Clamping to the top rails is not sufficient. Where sheets extend beyond the top rail, so as to form a back cloth, these should be secured adequately by suitable weighting or fixing to hold items firm in the event of wind.
- c. Traders are not permitted to remove or disconnect the upper cross rails of a stall and must further ensure that uprights are vertical and seated firmly on the ground before occupying their stalls. Any damage to stalls or boards found when occupying a stall must be reported immediately to the Market Manager or stall erector.
- d. The cost of repairing or making-good any damages to stalls, fittings or other property caused by a Trader, their employees or assistants, will be charged to that Trader.
- e. The trader is responsible for fitting their own covers and ensuring that sheets are secured together adequately. All covers must be securely fitted using eyebolts or clamps. Any borrowed stall covers and clamps must be neatly folded and placed on the table ready for collection by the stall erectors at the close of the market. Failure to return the borrowed cover and clamps will result in a charge being passed to the trader.
- f. All traders are responsible for ensuring the best presentation of their pitch/stall. Should the trader fail to provide the required standard of presentation, then the Market Manager will be entitled to serve notice on the trader and may ultimately ask the trader to leave the market.
- g. Any request to extend the stalls must be approved by the Market Manager. All extensions must not impede the 4m emergency access. If the Market Manager finds the extension to be too large you will be instructed to reduce or be charged for the additional space accordingly.

- h. Stallholders may not place goods either on the ground or hanging from a stall outside of the area allocated to them, and always must ensure that avenues are kept clear of receptacles and merchandise. All goods for sale and other equipment are to be set out so that the risk of slips, trips or falls is minimised.
- i. Traders are expected to meet the specifications and standards for each market as per Appendix B.

13. TRADERS REFUSE

- a. It is the responsibility of the Trader to manage trade waste until the end of the market in a neat and tidy manner which does not compromise the safety and well-being of the public. Fruit and vegetable waste should be stored in suitable receptacles until the end of market. This will remain the responsibility of the Trader to ensure that throughout the day as necessary, all trade waste is separated, compressed and held in appropriate receptacles ready for collection by SKDC refuse collection service. The trader must ensure that their trading areas are kept clear of trade litter at all times. Any trader failing to manage their waste in a responsible manner will be asked to leave the market. SKDC reserves the right to charge for waste collection in line with the fees and charges.

14. PEDESTRIAN ACCESS

- a. Where spaces or gaps are provided for use by members of the public, these must remain clear at all times. The street footpaths must be kept clean at all times. They should, under no circumstances, be used for display or storage purposes, irrespective of the footpath width. Any vehicles that are sited at the rear of stalls must not encroach upon the footpaths.

15. ELECTRICITY SERVICES FOR STALLS

- a. All electrical apparatus shall be in accordance with IEE Regulations (17th Edition) and be weatherproof, fixed securely, protected by circuit breakers or fuses, adequately insulated, in good condition and fitted with proper terminals. It is the responsibility of the trader to ensure all electrical equipment has been PAT tested annually. Any electricity that is utilised by the trader will be charged for by the Council accordingly.

16. EMERGENCY SERVICES / PROCEDURES

- a. Traders must keep all gaps between stalls clear at all times.
- b. Traders must keep goods and stock within the area of the allocated stall/pitch. Encroachment beyond the allocated area is not permitted.
- c. Encroachment into the 4m emergency vehicle clear way will not be permitted at any time during the active market.
- d. Occasionally, it may be necessary to evacuate the market in the event of an emergency to ensure the safety of traders, employees and members of the public. Evacuations will be directed by the emergency services or the Market Manager and team. Traders can assist in ensuring a calm and safe evacuation by obeying the instructions of emergency services and passing guidance to any members of the public.
- e. Given the nature of the market there is no officially designated assembly point. The market has numerous access points; therefore the principal focus of an evacuation will be to direct members of the public away from any potential danger.

- f. In the event of a terrorist attack, the instruction to the public, traders and staff will be to **RUN, HIDE, TELL.**
- g. **RUN** if there is a safe route to do so. Insist others go with you. Do not let them slow you down. Leave belongings behind
- h. **HIDE** if you cannot run. Find cover from gunfire. Lock the door and barricade yourself in. Move away from the door. Be very quiet, silence your phone.
- i. **TELL** emergency services by dialling 999 when you are safe. Give the location and direction the attacker is moving in.

17. CONDUCT OF TRADERS

- a. The Trader shall, at all times, conduct their business in an orderly manner without causing obstruction of the market or interfering in any way with the business of any other trader, and in compliance with instructions given from time to time by the Market Manager.
- b. The Trader shall at all time exercise courtesy towards members of the Public passing through the market or through the market place.
- c. The Council have a responsibility to provide a safe, healthy and civil working environment for its employees and people visiting their place of work. It recognises that it has an obligation to strive to eliminate the distress/danger posed by unacceptable behaviour and will be fully supportive of those who are affected by unacceptable behaviour encountered as a result or during the course of their work.

18. BEHAVIOUR AND DISCIPLINE PROCEDURE

- a. The Council reserves the right to exclude from the market any Trader causing, provoking or participating in any altercation with another trader or member of the public, be it verbal or physical.
- b. The Council also reserves the right to exclude from the market any Trader who contravenes any regulations governed by the Code of Practice.
- c. Any exclusion from the market may be effective immediately. However, it will be deemed a temporary measure pending full investigation by the Council.
- d. Any investigation will be dealt with within three weeks of an exclusion taking place and the Trader concerned informed of the decision of the Council within that three-week period.
- e. The Council also reserves the right to issue written warnings which may lead to exclusion depending upon the nature of the misconduct. Exclusion may follow a maximum of two written warnings within two years.
- f. Traders will have the right to appeal against any decision of the council made under these Regulations. In such cases, an Appeals Panel will be established comprising of the Business Manager, the Cabinet Member responsible for Markets and a Committee Member of the MTF (Market Traders Federation) plus any additional relevant Officers.
- g. Evidence will be provided to the Panel by the Markets Manager and any other relevant witnesses or character referees.

- h. **Any sexist, racist, homophobic, transphobic, or any other derogatory speech will not be tolerated. You will be asked to leave the market immediately and excluded from all further markets.**

19. LAYOUT

- a. The Council reserves the right to alter the layout of the market. Consultation with all traders will be undertaken as required and when any proposed alteration is for a permanent basis.

20. SERVICE STANDARDS

- a. For Regular Traders, the Council will, unless circumstances warrant change, provide the following for each market:
- A market stall/stalls in serviceable condition and complete with boarding (sheets can be provided on request subject to availability),
 - A trading pitch as an alternative to a stall,
 - Provision, by agreement and where available and appropriate, for vehicles to park alongside stalls/pitches (chargeable at the appropriate rate plus VAT),
 - Stalls/pitches, unless instructed by the Market Manager, available from 7am on the trading day up to 4pm,
 - A clean market site at close. Traders are to ensure that their waste has been appropriately stored and dismantled in order to enable this. All Fruit and Vegetable traders are also to ensure that their trading area is clean and tidy upon departure,
 - A competent member of staff, to deal with problems and manage the site throughout the normal trading day of each main market (Bourne and Stamford Saturday markets are excluded) but the Manager or deputy will remain contactable throughout the active market(s),
 - A key contact list and details (Appendix C),
 - Details of the Councils Complaints Procedure upon request,
 - Advance notice of any rental increase due for the following year,
 - The opportunity for all Traders to attend meetings including an "Annual General Meeting" to discuss topical issues and debate ideas about the service. The Council will also meet with representatives of the Market Traders Federation on a regular basis.

21. HEALTH AND SAFETY RESPONSIBILITIES

- a. Due to possible risks to the public when passing through the Market it is responsibility of all traders to ascertain and comply with Health and Safety Legislation concerning the operation of their stall or mobile trading unit from a pitch.
- b. All traders are expected to:
- Familiarise themselves with the Health and Safety Legislation and requirements,
 - Undertake appropriate risk assessments, and safe systems of working that are implemented and regularly reviewed,
 - Ensure all employees, agents and contractors are adequately informed, instructed, supervised, and trained in Health and Safety matters,
 - Take reasonable care of their health, safety and welfare, and that of others who may be affected by their acts or omissions,
 - Work correctly and safely in accordance with all training and instruction,
 - Make available and ensure the use of appropriate personal protective equipment and clothing suitable for the task,

- Take appropriate corrective action with respect to any person failing to carry out a Health and Safety duty assigned to them, for which they have received appropriate instruction, or who endangers any person by act or omission,
 - Assist the Market Manager by reporting any incident that has or may cause injury to a person,
 - Provide and maintain a first aid kit, and
 - Co-operate and comply with all directions of the Market Manager.
- c. Failing to follow these requirements could lead to a permanent ban on being able to trade at SKDC marketplaces depending on the circumstances.

22. ANNUAL CONDITIONS FOR SPECIFIC MARKETS

Grantham Saturday Market

- a. All footpaths within Narrow Westgate are to be kept clear.
- b. Due to the restricted road width all Stalls are to be sited in designated lay-bys in Narrow Westgate from the Market Place to Wide Westgate. All Narrow Westgate traders are to conduct business from the confines of a standard market stall or equivalent size pitch. The positioning of other stalls outside this area will be at the discretion of the Market Manager.
- c. For loading and off-loading purposes within Narrow Westgate to the junction with Butchers Row, a two-way traffic system, with direction of travel from Wide Westgate to the Market Place applies, with parking on one side only. This will ensure access at all times for emergency vehicles and other traders. Vehicles must be attended at all times during the loading and unloading operations.
- D. All stalls shall be occupied by 8.30am and vehicles removed from the market area by that time unless sanctioned by the market Manager.

Bourne Saturday Market

- a. The Trader will operate from within their designated pitch or stall position.
- b. The Trader will erect and dismantle their own stall (which will not be provided by the Council) and is responsible for their and the public's safety in this regard.
- c. The Trader will observe the Council's Health and Safety Policy in the erection and dismantling of the stall. A copy of this Policy is available upon request from the Market Manager.
- d. The Market Manager will not attend this market regularly but may be contacted by telephone in the usual manner or via their deputy.
- e. The Trader is responsible for the removal and disposal of their own trade waste in the proper manner.
- f. The Trader will receive a 50% discount on the market charge in recognition of their additional duties at this market.

Stamford Friday Market

- a. All footpaths within Broad Street are to remain clear of vehicles and equipment.

- b. All Stalls and pitches are to be sited on both sides of Broad Street from the junction of Newgates to Red Lion Street.
- c. All traders situated from the top of Ironmonger Street leading down to the main High Street are to comply with the Road Traffic Order governed by Lincolnshire County Council Highways. The movement of vehicles is only permitted between the hours of 1000 – 1600hrs, unless sanctioned by the Market Manager.
- e. For loading and off-loading purposes within Broad Street, a two-way traffic system, with direction of travel from Red Lion Street to the Newgates applies, with parking on one side only where possible. This will ensure access at all times for emergency vehicles and other traders. Vehicles must be attended at all times during the loading and unloading operations.
- f. All traders situated in Ironmonger Street are to adopt a safe common-sense approach of loading/unloading as vehicle space is very limited. Traders are also to be aware that market stalls on Ironmonger Street will be rotated on a weekly basis to opposite sides of the street to assist the regular businesses situated on both sides.

Stamford Saturday Markets (High Street & Red Lion Square)

- a. All Traders will trade from their designated pitch or stall.
- b. The Trader is responsible for the removal and disposal of all trade waste in the proper manner.
- c. The Market Manager will not attend this market regularly but may be contacted by telephone in the usual manner if required. There will be a Deputy on the market on Saturdays.

All markets

- a. The Council reserves the right to make any changes to these arrangements deemed necessary to accommodate planned and maintenance works to the Highways and any other factor which affects the general layout and operational requirements of the market.

23. RECORD MANAGEMENT / MARKET TRADER UPDATE FORM

- a. It is important that the Market Trader Update Form is completed annually and returned promptly. Please ensure a copy of your current insurance document is returned with the form. All information recorded will be held for the sole purpose of Market administration. Failure to return this form will jeopardise any future trading on the markets.

APPENDIX A – SCALE OF CHARGES – 2024/2025 Financial Year (£)

<u>Market</u>	<u>Stall (Single)</u>	<u>Pitch (3.05M x 3.05M)</u>	<u>Small vehicles (including VAT)</u>	<u>Large vehicles (including VAT)</u>
Grantham General (Sat)				
Regular Traders	£24.40	£22.70	£7.60	£11.30
Casual Traders	£27.10	£23.80	£7.60	£11.30
Hot Food Unit*	N/A	£27.10	£7.60	£11.30
Fruit & Veg waste surcharge	+£6.00 per stall (inc. VAT)			
Covers (casuals only)	£1.70			
Stamford General (Fri)				
Regular Traders	£28.10	£24.90	£7.60	£11.90
Casual Traders	£31.40	£28.10	£7.60	£11.90
Hot Food Unit*	N/A	£31.40	£6.80	£10.45
Fruit & Vegetable waste surcharge	+£6.00 per stall (inc. VAT)			
Covers (casuals only)	£1.70			
Bourne General (Thurs)				
Regular Traders	£21.60	£18.40	£8.10	£11.90
Casual Traders	£21.00	£16.75	£8.10	£11.90
Hot Food Unit*	N/A	£23.80	£8.10	£11.90
Fruit & Veg waste surcharge	+£6.00 per stall (inc VAT)			
Covers	N/A			

<u>Other Markets</u>	<u>Stall (Single)</u>	<u>Pitch</u>	<u>Small vehicles (including VAT)</u>	<u>Large vehicles (including VAT)</u>
Stall Hire (ex-labour)	£12.40per day	N/A	N/A	N/A
Pop-up stall Hire	£12.40per day	N/A	N/A	N/A
Market Sheet Hire	£1.00 per day	N/A	N/A	N/A

Stall Information

Additional stalls will be charged at the same rate as 1 stall when required to make a multiple of stalls:

- Rent for stalls and pitches are VAT exempt.
- Rent for vehicles parked in the market area are not VAT exempt
- Stalls are 3.05m x 1.22m or (10ft by 4ft).
- Pitches are 3.05m x 3.05m or 100sqft.

2024/2025 – Number of markets on which charging to be based

Rent payable is based on the following process:

- No of trading days per year,
- Minus agreed non-trading days (Relevant bank holidays which fall on trading days e.g. Christmas Day),

- Minus 5 free trading days (agreed pre-booked holidays or sickness).

The total number of agreed trading days over the year is divided by 12 to ascertain the monthly direct debit payment amount. Trading days will be agreed with the Market Manager on a case-by-case basis.

APPENDIX B – TRADER STALL STANDARDS & SPECIFICATION

Pitches must not encroach beyond the area paid for and specified by the market Manager.

Grantham Market

All Stalls must be green and white striped canvas roof and sides. Transparent side sheets may be used where agreed. Backcloths are optional.

All covers must be securely fitted. Stall covers that have been borrowed by Traders must be neatly folded and placed on the table ready for collection by the stall erectors.

Stamford Market(s)

All Stalls must be green and white striped canvas roof and sides. Transparent side sheets may be used where agreed. Backcloths are optional. Matching green and/or white front aprons where required.

All must be securely fitted. Stall covers that have been borrowed by Traders must be neatly folded and placed on the table ready for collection by the stall erectors.

Bourne Market

Traders must use the green and white striped pop-up stalls or green and white striped canvas roof and sides. Transparent side sheets may be used where agreed. Backcloths are optional. Matching green and/or white front aprons where required.

Trestle tables must have green and/or white aprons. Where there is insufficient pop-up stalls, standard stalls are to be used and must be green and white striped canvas roof and sides. Transparency sides may be used where agreed. Backcloths are optional.

All must be securely fitted.

APPENDIX C – KEY CONTACTS (Waste and Markets)

Address for all correspondence:

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Leisure & Amenities
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St Catherine's Road
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