

# Sandbach Market Regulations

## Market Contact Details

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## Market Regulations

### Definitions

- The Council** Sandbach Town Council
- Regular Trader** A trader who has been granted the privilege of using a particular trading position at Sandbach Market
- He/she must claim that position by the appointed time relevant to that market.
- He/she will be required to pay the relevant daily charge whether or not they attend the market, in order to reserve their privileges.
- Casual Trader** A person who attends a particular market with his/her goods, in the hope that they may be allocated a trading position for that day only, from the vacant positions remaining available after "Regular" traders' claim deadline.
- A "Casual" trader will be considered for a "Regular" privilege when a suitable trading position becomes available.
- Public Liability Insurance** Is the insurance cover required by all traders attending Sandbach Market
- This insurance indemnifies the Council against any claims made against them arising out of the actions of traders using the Council's markets.
- The current level of cover required is £5 million pounds.
- Registered Stallholder** Includes all traders registered with the Council, their agents Stallholder and employees.
- Any regulation requiring a Registered stallholder not to do any act or thing, includes an obligation not to permit or suffer that act or thing to be done by another person.

**The Market Regulations are set out below.**

**1. Market Hours**

- 1.1 The days and the hours of trading at the markets will be determined by the Council, notified to traders and where practical, displayed at the individual Market Offices.

Summer Trading Hours 09:00 – 16:00hrs (1<sup>st</sup> April to 31<sup>st</sup> October)

Winter Trading Hours 09:00 – 15:00hrs (1<sup>st</sup> November to 31<sup>st</sup> March)

**2. Trading Conditions**

- 2.1 Traders must comply with all current National, Local Legislation and the, Refund Policy & Shoppers Charter.
- 2.2 Traders who have an allocated "Regular" trading position must claim that position no later than 08:00hrs.
- 2.3 Failure to do so may result in the temporary allocation of the trading position to a "Casual" trader with no abatement of any charges due from the "Regular" user.
- 2.4 Traders must trade for the full day. Leaving early will not be tolerated unless selling perishable goods or have sold out of stock, and then a Market Officer must be consulted with.

**3. Unavoidable Delay**

- 3.1 In the event of unavoidable delay through illness, vehicle breakdown or other reasonable cause, Market Officers may reserve particular trading positions, at their discretion, provided that contact is made with the particular Market Office prior to letting time for that particular market. In the event of difficulty contact 01270 600888.
- 3.2 If a trading position is reserved as in 3.1 above, and the trader fails to attend, the Market Officers reserve the right to hold that trader liable for the payment of his/her "Regular" charge.

**4. Holidays**

- 4.1 "Regular" traders with a minimum of twelve months "Regular" service to Sandbach Market will be allowed 2 "weeks" charge free which they may either continue to trade or take leave.
- 4.2 If taking leave, this must be pre-arranged by notice in writing to the Market Officers. All leave must be taken by 31st March each year.

- 4.3 Leave may not be carried over into the succeeding year.
- 4.4 A "week" will comprise of a particular trader's usual "Regular" trading day or days at Sandbach Market.

## **5. Sickness**

- 5.1 Where a "Regular" trader is absent through illness and a bona fide Medical Certificate is provided, the Market Officers will grant a maximum of 2 weeks free of Market Charges in any 12 month period. The first week of illness will be charged at the full cost of the stall, rent waiver to be introduced the second and third week if applicable.
- 5.2 **Long Term Illness** is defined as a period of over 4 weeks. In situations where long term absence of a trader is necessitated through illness and where appropriate certification is provided, the Market Officers will consider each case in the light of individual circumstances.

## **6. Stallage / Market Charges**

- 6.1 Charges are payable on demand on the market day.
- 6.2 The onus to pay the charges due rests with the trader. Where a "Regular" trader fails to pay on demand, the trader will be considered to be in arrears and recovery action will be taken against the trader for the arrears.

**Failure to pay charges when due will result in your license of trading at Sandbach Market being withdrawn.**

- 6.3 Traders shall use only the stall/stalls or ground paid for, unless approved by a Market Officer.
- 6.4 Traders shall not withhold payment of charges for any reason.
- 6.5 An official receipt will be given for charges paid. The receipt must be retained for the duration of the day's trade.
- 6.6 The Council reserve the right to review charges as they see appropriate.
- 6.7 In poor weather conditions STC may not be able to provide market gazebos. Pitch prices still apply and maybe reviewed by Market Management on the day. On these occasions the market is not cancelled unless stated otherwise.

## **7. Allocation of Stalls - "Casual" Traders**

7.1 Where practically possible, stalls selling similar commodities should not be placed opposite or next to one other. The Market Team has discretion whether to enforce this.

## 7.2 Registration

A casual trader attending a market must, in the first instance, report to a Market Officer no later than 08:00hrs. Upon reporting to a Market Officer all casual traders will be asked to complete a license form.

## 7.3 Record of Attendance

Casual trader's attendance is recorded and will be used as consideration when requesting a permanent stall.

## 7.4 Allocations

Stalls will be allocated on a daily basis by a Market Officer. Any trader found to be using a stall or pitch without prior authority may be requested to leave the market.

## 7.5 Selective Allocation

Markets' Management retain the discretion to introduce a novel or under-represented commodity, irrespective of "casual" list seniority, if it is considered to be in the best interests of the market.

## 7.6 Refusal of an Allocation

Where a trader refuses to accept the trading location offered, he/she will be requested to leave the market.

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

## 7.7 Pitches

Traders who are able to provide their own stall equipment which meets the standards of safety and appearance may be allowed to erect and trade from such equipment on a pitch, when appropriate space is available. Use of a pitch does not confer "regular" status and pitches are always allocated on a "casual" basis. There is no guarantee of which pitch, if any, a trader may be granted use on any given site or day. Market Officers decision about areas allowed for pitches, stall equipment and traders who may occupy them will be final.

## **8. Allocation of "Regular" Stalls**

8.1 Where practically possible, stalls selling similar commodities should not be placed opposite or next to one other. The Market Officer has discretion whether to enforce this.

- 8.2 Stall available for "Regular" letting will be offered to existing traders then casuals and new traders. The criteria will depend on length of service, commodity sold/similar lines within the area, and the benefit to the market. The Market Managers decision is final.
- 8.3 Should a reserve stall become available for licensing, a Market Officer shall first consider applications from existing Registered "Regular" Stallholders on a seniority basis and shall then allocate the remaining stalls to those Registered "Casual" Stallholders appearing on the "casual" list.
- 8.4 In allocating stalls in accordance with 8.2 above, a Market Officer shall consider the type of trade and shall, in his/her absolute discretion, determine whether it is in the best interests of the market to disregard the effects of seniority.
- 8.5 A stall allocated to a Registered "Regular" Stallholder who does not attend the market for three weeks in succession will be considered vacant, unless the Registered "Regular" Stallholder has given a reason which is acceptable to the Market Manager, in his/her absolute discretion. Documentary proof (e.g. Medical Certificate) may be required as proof of reason for absence.
- 8.6 Consultation. Market Management will, where practical, advise market traders' representatives prior to notifying the individual trader of the allocation or transfer of a regular trading position.

## **9. Transfer of Trading Position / Assignment of Trading Licence**

- 9.1 No trader shall assign, transfer, sublet or otherwise dispose of their interest in any trading position on the Market, without express approval from a Market Officer.

"Regular" traders who have given at least 12 months of continuous service at Sandbach Market, may register and apply for permission to nominate a successor to their market business interests, on those stalls for which they have held "regular" status for the said 12 months.

Such nominees must be acceptable to a Market Officer and fulfil specified criteria as which includes providing satisfactory personal and financial references and conform to the commodity requirements for the particular trading position.

## **10. Goods To Be Sold / Changes In Listed Goods**

- 10.1 A trader shall sell or expose only those goods authorised by a Market Officer upon his/her registration document.

10.2 Any request for additions or changes in the type of goods must be submitted in writing to the Markets Officer for consideration.

The Market Officers decision will be final.

10.3 No trader shall store, display or sell on any market ground any weapons, explosive materials, fireworks, hazardous liquids, bulk gases or any substance which might be a source of danger to anyone attending the market.

10.4 No trader shall store, display or sell on any market ground any item which is offensive to public taste and morals. The Market Officers decision will be final and binding.

10.5 Goods that require additional licences to be sold (such as alcohol and tobacco for example) copies must be provided to a Market Officer before these can be sold.

## **11. Conditions Related to Use of Stalls**

### 11.1 Damage

Traders or their agents /employees must not alter, extend or erect signage on the stalls they use, which are the property of the Council, without express permission of a Market Officer.

In the event of damage arising during use by the trader, the cost of repairing such damage shall be recoverable from the trader by the Council and in default in any such payment, shall be recoverable by legal action against the trader.

### 11.2 Lighting

Traders are not permitted to light the stalls other than by the fixed electrical lighting provided by the Council.

### 11.3 Fire

Traders are responsible for ensuring that they conduct their businesses in such a manner as to minimise the risk of fire.

Registered Stallholders must not install any heating apparatus of any kind and the use of generators is strictly forbidden without the prior consent of a Market Officer.

### 11.4 Obstruction

No goods shall be placed on the floor of the market or on or about the stall, so as to obstruct the free passage or viewing of goods by persons using the market.

Frontage build-outs must not exceed the marked boundaries, where provided.

Side displays and sheeting must not unreasonably obstruct facilities of sight line to immediately adjacent traders' displays. Transparent sheeting should be used where necessary.

Extension bars should not be fitted unless express permission has been granted by a Market Official who has absolute discretion to refuse consent. Extension bars should be removed half an hour before vehicles are re-admitted to the market ground.

#### 11.5 Refuse Disposal / Cleanliness of Stall Area

Refuse shall be deposited by traders/agents/employees, in the containers provided for the purpose, particular attention should be given to materials deemed as recyclable. Attention should also be given to plastic bags, wrapping and other "flimsies" which tend to blow about the town centre when not properly deposited in bins. All cardboard and cardboard boxes must be flat packed adequately in preparation to be placed within the allocated mixed recyclable receptacle.

If containers are not available or full, each trader is responsible for taking their rubbish away.

All traders are responsible for maintaining, free from refuse and in a clean condition, the stall fittings and area immediately adjacent and underneath the stall. This regulation must be strictly adhered to and failure to do so may result in the loss of waste provisions and/or trading privileges.

Hazard waste (inc. electrical, meat and fish for example) or large quantities is the responsibility of the trader to make arrangements for disposal. Market Officers can arrange for the waste to be collected, and the cost would be passed to the trader

### **12. Traffic on Market Premises**

12.1 All vehicles on leaving the market must use only the approved entrances / exits.

12.2 No vehicle shall exceed 5 mph on market grounds / premises.

12.3 Vehicles must park at all times in such a manner as not to obstruct traffic and, if required, must park in accordance with the directions of Market Officers.

12.4 All traders' vehicles are to be removed from the Market Grounds in the mornings (09:00hrs) and return no earlier than in the evenings (15:00hrs 1<sup>st</sup> November – 31<sup>st</sup> March, 16:00hrs 1<sup>st</sup> April to 31<sup>st</sup> October)

12.5 Market Management has the final decision if vans are to be permitted near to the stalls, and will be under continuous review.



### **13. Employment of Children and Young Persons**

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

### **14. Conduct of Traders**

- 14.1 Market traders, their agents and/or employees paid or unpaid, are required to conduct themselves, whilst attending the market, in an orderly manner and not use their trading positions so as to cause annoyance, inconvenience or concern to any other users of the market and/or market staff and the Council.
- 14.2 No registered traders may do anything on the stall and/or on the market ground which will contravene any statute, regulations or bye-laws relating to the market which may from time to time be in force.
- 14.3 Traders and all other attending the markets are expected to observe, respect and carry out the reasonable instructions and directions of the Market Officers, or any other authorised Officer of the Council.
- 14.4 Any observed breach of Market Rules or Regulations will result in a warning letter being issued to the trader. This letter will remain on file for a period of 52 weeks.

In the event of a second breach of the Rules or Regulations within a 52 week period, the trader will be suspended from trading on the market for a period of not less than 1 week and not more than 3 weeks.

- 14.5 Should a trader offend on a third occasion within the 52 week period of the original warning letter, the trader will have his/her registration cancelled and not be permitted to trade on Sandbach Market in the future, or for such period as Market Management may determine.
- 14.6 If, in the opinion of the Market Management a market trader has caused, permitted or has become culpably involved in a serious breach of good order or has been convicted of a serious criminal offence, the trader will be suspended immediately from attending the market.

Market Management may then terminate the trader's licence(s) or may extend the suspension or end the suspension.

- 14.7 Charges will be levied during any period of suspension, at the same rate as if the trader had attended the market, whether their reserved stall is temporarily reallocated or not.
- 14.8 Only display literature pertaining to their business on their market unit/stall or on Council property. Any literature or banners displayed upon a market unit/stall must be solely relevant to the products on sale on that stall/unit and contained within that stall/unit. If you would like to place additional literature, ensure approval from a Market Officer has been obtained.
- 14.9 Market Management reserves the right to immediately dismissal of any trader from the market or to refuse any trader permission to trade at the market in the event of serious misconduct which has H&S implications or be detrimental to the Market and the users.

Refer to Section 16 for Dispute Procedure for appeals.

## **15. General Matters**

- 15.1 No traders shall engage in "pitching" i.e. calling out their wares or demonstrating their goods except in places within the market area.
- 15.2 All food for human consumption must be managed, kept and handled as set out under the relevant legislation and meet standard food hygiene safety standards.
- 15.3 Traders selling any food commodity must fully comply with all health regulations as interpreted by Environmental Health.
- 15.4 The sale of live animals, fish, birds and other fowl shall not be permitted.
- 15.5 Acupuncture, ear and body piercing, tattooing or electrolysis will not be permitted.
- 15.6 Immediately report all incidents and accidents that occur on, or in the vicinity of their stall to a Market Officer.
- 15.7 All traders and their employees must adhere to Health & Safety guidelines.
- 15.8 The use of a radio, a PA amplification system or pre-recorded music will require written authorisation from the Market Officer and the appropriate public broadcasting licence must be in place.
- 15.9 Traders must abide by the terms of the Refund Policy (see separate document "Refund Policy"). Where a customer's claim is disputed by a trader, Market Management will refer the situation to Trading Standards for advice. Following the receipt of advice from Trading Standards, if the decision is that the customer has justifiable grounds for a refund, any trader who refuses a refund will be fined the equivalent of one week's rent or the value of

the refund or may face expulsion from the market. The trader will be advised in writing of the decision with a copy of the decision letter retained by Market Management.

15.10 Traders must abide by the terms of the “Shoppers Charter”

15.11 Market Management can temporarily alter or amend these regulations should it be found to be in the general interest of the entire market operation or to achieve Health & Safety guidelines. This temporary alteration is limited to a one week period. If changes are required for a longer period of time the NMTF Rep will be consulted and both parties to be in agreement.

## **16. Dispute Procedure**

All traders are advised to comply with the lawful requests of Markets Officers and should, if aggrieved, record in a proper manner, their grievance in writing with the onsite Market Official.

Any failure to resolve a dispute should be taken up with the Market Manager when the aggrieved person and his/her representative will be given an opportunity to discuss the issue.

No approach should be made to any Senior Officer or elected member of the Council until these procedures have been fulfilled.

In the event that any grievance relating to these regulations cannot be resolved between the Stallholder and the Market Manager, the Stallholder can appeal in writing against refusal, with supporting reasons, to the Town Clerk. If the appeal is not resolved at this stage, the applicant will be referred to the Council’s Complaint Procedure.

## **17. Indoor Market Units**

17.1 Tenants are responsible for upkeep and cleanliness of their unit.

17.2 Alterations including decoration are not permitted without Market Management approval.

17.3 The tenant is responsible for all Business Rates and must liaise with Cheshire East Council direct.

17.4 Pest control is the responsibility of the tenant.

17.5 All utility bills are charged as extra based on meter readings and a standing charge. Must be paid in full within 14 days, dated on the invoice.

17.6 Units must be returned to original state when vacating unless approval gained from Market Management.

- 17.7 Three month notice is required when vacating your premises.
- 17.8 Tenants responsibility to ensure the unit and goods are secured.
- 17.9 Responsibility of the tenant to ensure all electrical appliances are PAT tested, and records must be available to Market Officers

**18. Indoor Market Stalls**

- 18.1 Traders are responsible for ensuring the stall is kept clean and tidy during the trading day, and when they leave.
- 18.2 The stalls are not to be tampered with or items secured without permission from a Market Officer.
- 18.3 Storage is available for hire at £2.50 per cupboard per week. Priority is given to those traders that stand Thursdays & Saturdays, then length of service.
- 18.4 Some stalls are fitted with a power supply. Ensure permission is sought from a Market Officer prior to using these, as a charge maybe applicable for this service.
- 18.5 Traders who occupy additional stalls to those they pay for prior to 9am and/or without authorisation from a Market Officer, will be required to pay the daily rate.

## Appendix 1

### Sandbach Market

<b>Days</b>	Thursday & Saturday
<b>Times</b>	Registered Regular Stall Holders must be in attendance by 08.00am <ul style="list-style-type: none"><li>• 8:00am Casual Allocation</li><li>• 9:00am All vehicles off the market</li><li>• 4:00pm Vehicles allowed on the market (3.00pm during winter season)</li></ul>
<b>Access</b>	Vehicles must be collected from the Scotch Common. Consideration needs to be given to other traders and members of the public ensuring safe access when loading and unloading.
<b>Trading</b>	Registered stall holders must trade between the hours of 9.00am and 4:00pm (3.00pm winter season) Traders must not leave the market before 4:00pm without the prior consent of the Market management.
<b>Build-outs</b>	Registered stall holders must not build-out beyond the boundaries
<b>Loading and Unloading</b>	<ol style="list-style-type: none"><li>1. Unloading must be completed between the hours of 7.00am and 9.00am</li><li>2. Loading must be completed between the hours of 4:00pm and 6.00pm</li></ol>
<b>Mixed Market</b>	Second hand goods, new lines, craft and consumables, can be offered for sale and it shall be at the sole discretion of the Market Officer as to whether any goods offered for sale in the market are appropriate.

### Contact Details

General Market enquires Tel -01270 600 835 or 01270 600 888

Facebook – Sandbach Town Council

Email – [townhall@sandbach.gov.uk](mailto:townhall@sandbach.gov.uk) or [info@sandbach.gov.uk](mailto:info@sandbach.gov.uk)

## Appendix 2

### Refund Policy

1. The objective of this refund policy is to give customers more confidence when shopping at our markets. Customers who feel secure about shopping with us will return, and may bring others with them.
2. The refund policy works as follows:
  - A customer must first request a refund from the stallholder as stated in the Shoppers Charter. In most cases we would hope that the issue can be resolved satisfactorily between the stallholder and the customer.
  - If the stallholder does not think that the customer has a good case, and refuses to provide a refund or otherwise settle the matter, the customer can refer the issue to the Market Supervisor who may involve Trading Standards officers.
  - The Market Supervisor will arbitrate. If the decision is that the customer is right, the Market Supervisor will ask the stallholder to settle with the customer.
  - If the stallholder again refuses to settle the issue with the customer the Market Supervisor will refund the customer from Council funds and will impose a penalty on the stallholder which could include expulsion from the market.
  - If the Market Supervisor decides the stallholder was right, the customer will be advised of this decision and told what their options are for example they can contact Trading Standards.
  - None of the above affects the customer's statutory rights.
3. This policy is important to Sandbach Town Council as we want customers to be satisfied that they have been treated fairly in the event of a complaint; every customer who leaves the market feeling badly treated will spread a bad impression of the market. The majority of stallholders already provide this fairness in the interest of their own future business.

## Appendix 3

### Shoppers Charter

1. Sandbach Town Council and the market traders wish to ensure that all customers enjoy the experience of shopping at our markets.
2. We trust that customers will find the stallholders courteous and helpful and that the wide choice and variety of goods and services on offer represent good value.
3. We continually try to ensure that customers will not experience any problems with their purchases. However, if a customer is not satisfied with the goods or service they receive, the customer should follow this procedure:
  - a. approach the stallholder concerned and ask to speak to the proprietor; take any receipts with you and explain the problem to the proprietor in a quiet and calm manner
  - b. if the customer is unable to reach an agreement with the stallholder, they should advise the Market Supervisor of this situation.
  - c. if the Market Supervisor is unable to resolve the situation immediately, they will take full details of the problem and arrange to discuss the situation with the customer before an agreed date
  - d. if for any reason the problem is not investigated and resolved within the agreed period of time, the customer can record the situation within the Sandbach Town Council Complaints procedure by phoning 01270 600800.
4. Please note that customers are entitled to certain protection when shopping in our markets.
5. Goods sold as new must not be faulty and must work correctly
6. Goods must be safe and fit for the purpose for which they were purchased
7. Goods must be as described, whether verbally, on the label or packaging or otherwise
8. Services must be carried out in a proper and workmanlike fashion
9. If the goods and services do not meet the above criteria the customer may be entitled to compensation in the form of a full refund or part of the purchase price, depending on how serious the defect and how quickly the problem is reported.
10. A customer is not legally entitled to compensation or redress if:
  - a. they have changed their mind over the colour, style, size of the article, seen a cheaper product elsewhere or have no further use for the goods.

- b. the goods contain defects which were made known to the customer at the time of purchase or as described by a notice
- c. the goods have been mistreated or used for a purpose for which they were not intended
- d. the customer purchased goods with defects which ought to have been noticed at the time that the goods were purchased, for example seconds or goods from a second hand stall
- e. If you do not wish to follow this procedure you can seek independent professional advice from the Trading Standards Office.