Traders Pack

Kendal Markets

www.southlakeland.gov.uk

SOUTH LAKELAND DISTRICT COUNCIL

www.southlakeland.gov.uk
Health & Safety Conditions

Kendal Market Hall

As a market trader you have a responsibility to take the right precautions to reduce the risks of workplace dangers and provide a safe working environment. Please take the time to read useful information on health and safety by following this link:

http://www.hse.gov.uk/toolbox/index.htm

Firstly meet the market manager who would be able to give you help and advice on what we expect to meet general health and safety legislation. You will be expected to contribute to the premises risk assessment to assist the council manage its risks.

Food Traders

All food traders must be registered as a food business with the Local Authority.

You are required to maintain a food management system for all aspects of your business and you should either be using the Safer Food Better Business available from the government’s web site or in House HACCP Food Safety Management System. If you need any guidance on this please speak to the Manager who will guide you accordingly.

Food standard agency’s website has useful information: www.food.gov.uk.

Safer food better business is available free; telephone: 08456 060 667.

Email: foodstandards@ecgroup.co.uk
Building Safety Flow Chart

Flow Chart for Responsibilities

Priority Rating (Action Timescale)

1. Now
2. 24 to 28 hours
3. 1 to 2 weeks
4. 1 to 3 months
5. 6 months – planned annual review

Assessments carried out by the Safety Advisor and the Building Control Manager
(The Building Control Manager will provide technical advice with regard to complex buildings)

Safety Advisor reviews assessments 12 monthly and / or
• In the event of an incident
• Any material changes in the premises
• In the event of new legislation

Safety Advisor revises assessment and sends report to named person and Cumbria Fire Services

Safety Advisor compiles assessment report and sends it to named person and Cumbria Fire Service

Named person attends to required actions by deadline date and informs Safety Advisor
General Market Regulations

1.0 Market Days and Hours

1.0 The Council may vary the days on which markets may be held at the discretion of the Director People and Places.

1.1 The Council may cancel any market for any reason deemed appropriate by the Director People and Places.

1.2 The hours during which the markets are open to traders for stocking and clearance etc and to the public for trading shall be those exhibited by notice or otherwise notified to traders.

1.3 Traders must observe the opening, closing and trading hours of the markets.

2.0 Charges and Fees

2.1 The license fee will be fixed annually and will apply during the subsequent period of 12 months commencing on the first Monday in April in each year, provided that the Council in its absolute discretion may fix a fee for a shorter or longer period at any time.

2.2 The current fees and charges will be notified to the licensees by notice exhibited in the Market or by such other method as the Council decides.

2.3 Stall fees are due on demand on the morning of each market day.

3.0 Allocation of Stalls

3.1 The allocation of every stall will be on a daily basis, despite any reference made to regular stalls in these rules or elsewhere.

3.2 Applications for stalls are to be made to the Markets Officer on the prescribed form obtainable at the Markets Office, where they will be recorded with the date received.

3.3 Any applicant acting on behalf of a company shall give the name, registered address and telephone number of the company in addition to the name of the person(s) who will man the stall.

3.4 The allocation of any stall or site is personal and exclusive to the registered applicant who shall not permit any persons other than their bona fide employees to use or occupy the stall or site and shall exercise personal supervision during trading hours.

3.5 Sub-letting or transfer of stalls or storage without consent of the Council is strictly prohibited and any transgression of this rule may lead to the license being withdrawn forthwith and to the licensee being banned from any market under the jurisdiction of the Council. The Council reserves the right to alter at any time the location, position or area of any pitch.

3.6 Any stall falling vacant may be advertised by the Markets Officer and the Markets Officer must receive applications from regular traders within 1 week of the date of advertising.

3.7 Applications will be considered in the following order of priority, and at the discretion of the Markets Officer:

a) Regular traders wishing to improve their position or extend their stall (only up to the maximum size permitted for each market and at the discretion of the Markets Officer)

b) The highest placed trader on the casual list (who has not attended more than 4 times) offering goods not represented on the market.

c) The highest placed trader on the casual list, who has attended more than 4 times and offering goods not exceeding the limit on that line.

4.0 Regular Traders

For ease of administration, once a trader has been allocated a stall on a regular basis, he/she may continue to occupy the position, subject to the following conditions:

4.1 Stalls must be occupied by the specified time. In the case of unavoidable delay through illness, breakdown or other reasonable cause, the Markets Officer may, at his/her discretion, reserve a stall if notified prior to the time laid down by the Markets Officer. In such a case,
failure to arrive renders the trader liable for the full stall rent for that day.

4.2 No more than 2 consecutive weeks must be missed and the total number of absences must not exceed 6 weeks in any calendar year. Prolonged absence through ill-health must be supported by a medical certificate as soon as possible. Absence through ill-health must be supported by a medical certificate if requested.

4.3 Stall rents must be paid after the first 4 weeks absences, unless the stall has been re-let.

4.4 Transfers to another site are not allowed unless the Markets Officer has given prior permission.

4.5 Only goods authorised may be sold or offered for sale. Any unauthorized addition to, or change in the goods sold may result in the loss of the stall.

4.6 Applications for change of line or addition of further lines to be made in writing to the Markets Officer, but any such application does not imply authorisation until written consent has been given by the Market Officer. Changes can not be made until this consent has been approved in writing.

4.7 Any change of address must be notified to the Markets Officer immediately.

5.0 Casual Traders

5.1 Traders applying for a casual stall allocation must attend the market office before the time specified and register their name, address and goods to be offered for sale.

5.2 Traders must accept the stall allocated by the Markets Officer or else vacate the market. In this case, vacation will count as non-attendance for the purposes of the register. Any trader using a stall without authority will be required to leave the market.

5.3 A regular trader may apply for an additional stall and will have priority above casual attendees provided that the Markets Officer is notified before 08.30 hours. However all traders will be subjected to the maximum permitted unless vacant stalls remain following the allocation of all casual attendees.

5.4 A casual trader refusing the offer of a regular stall will be removed from his/her position on the list and re-placed at the bottom.

5.5 The Council reserves the right not to accommodate any trader or not to let any stall or position, even if vacant.

6.0 General

6.1 Wherever possible and at the discretion of the Markets Officer, stalls offering similar types of goods will be placed at least 2 stalls away from each other (except where a specific area is designated for food stalls or other particular types of goods).

6.2 Wherever possible the Markets Officer will endeavour not to allocate a casual trader to a stall or site usually occupied by a regular trader offering the same or similar goods.

6.3 No stall will be allocated to any person below 18 years of age.

6.4 No pets, live animals, birds, fish or goods that the Markets Officer deems to be dangerous shall be brought into the Market.

6.5 The stallholder shall notify the Markets Officer in writing of the names and addresses of the persons employed on the stall.

7.0 Conduct

7.1 All stallholders to comply with the rules and all reasonable instructions given by the Markets Officer or other Authorised Staff. Failure to comply may well lead to suspension from the market for a period not exceeding 3 weeks on any one occasion, or eviction, at the discretion of the Markets Officer.

7.2 All stalls, fixtures, fittings, cloths, covers and appliances, whether owned by the Council or trader, to be kept clean and in good condition, to the satisfaction of the Markets Officer.

7.3 Every occupier of a stall or pitch shall:

7.3.1 Cause the stall to be properly cleansed
as often as may be necessary during the course of and at the end of trading.

7.3.2 Cause all refuse from the stall and arising from loading and unloading of goods or in the course of trading, to be placed in a receptacle provided and for the exclusive use of the occupier.

7.3.3 Immediately upon quitting the stall take away with him all such refuse.

7.4 Stalls may not be used, nor shall the conduct of the stallholder or his employees be such, as to cause annoyance or inconvenience to other traders, to any other persons resorting to the market or to the market’s staff or any other authorised officer of the Council.

7.5 Bells or other instruments shall not be used to attract the attention of potential customers nor shall touting or pitching be permitted without prior permission of the Markets Officer.

7.6 Hawking shall not be permitted.

8.0 Casual Traders

8.1 All traders are to conduct themselves in such a way as to ensure as far as reasonably practicable, that they do not expose themselves, or any person resorting to the market, to any risk to their health and safety. Traders shall in all respects comply with the requirements of the Health and Safety at Work Act 1974 and any regulation made there under or amendments thereto.

8.2 No goods to be placed beyond the limits of the stalls as allocated by the Markets Officer, either on the ground or hanging. All goods, wares, empty boxes, refuse etc must be stored within the limits of the site allocated, i.e. specified trading area.

8.3 All reasonable precautions to be taken to avoid obstruction of any road, avenue, passageway or entrance and, in particular, no articles, stalls or vehicles to be placed on a pavement or footway.

8.4 Any Council stall used must not be dismantled, adapted, extended or damaged in any way, without the prior consent of the Markets Officer.

9.0 Insurance

9.1 It is the trader’s responsibility to ensure they hold a current insurance cover in respect of public liability, including product liability for a minimum cover of £5 million. Proof of insurance cover must be produced if requested by the Markets Officer.

9.2 Insurance cover should also take account of the provisions of the Unfair Contract Terms Act 1977.

9.3 The Council will not be liable for any loss, injury i.e. damage sustained neither by any trader, nor for any claim for compensation for loss of goodwill or otherwise as a result of any termination of occupancy of stall.

9.4 All stallholders shall indemnify the Council and their officers, servants or agents from and against any claims, actions, proceedings, loss or outgoings of whatever nature, arising out of their use of any part of the market.

10.0 Food Traders

10.1 All persons selling foodstuffs must comply with the Food Hygiene (England) Regulations 2006 as amended and any other current legislation appertaining to their food business.

10.1.1 It is a legal requirement that the name and address of the person carrying on the food business is displayed on the stall.

10.2 All food refuse is to be deposited in suitable receptacles and removed from the market, unless a contract has been entered into with the Council for the removal of such refuse.

10.3 Allocation to a regular position for those with perishable goods, for whom it is not practicable to stand as a casual. Applications to be made in the usual manner, but will be held by the Markets Officer, and account taken of the date when the application was made, provided that a suitable position on the market arises.
11.0 Complaints
11.1 Traders are advised to comply with the reasonable requests of the Markets Officer, Assistants and their staff and if aggrieved should record their grievances in the proper manner with the Markets Officer. In the event of failure to resolve any problem with the Markets Officer on site, any dispute should be taken up with the next, more senior officer, until the matter has been satisfactorily resolved.

12.0 Definitions
12.2 ‘Goods’ means all provisions, commodities and articles brought into the market for the purposes of sale.
12.3 ‘Market’ means any street, car park or other area designated, used by the Council for the letting or hiring of space or stalls for the purposes of trading.
12.4 ‘Sell’ and ‘sale’ includes exposing and exposure for sale.
12.5 ‘Stall’ includes any bench, table, place, space, vehicle or trailer used or intended to be used for the sale of goods.
12.6 ‘Vehicle’ includes any mechanically propelled vehicle and any cycle, tricycle, cart, wagon or trailer, except where it is adapted for use as a stall.
12.7 The ‘Markets Officer’ means the Markets Officer, or other authorised officer of the council on duty at the market.

13.0 Market Locations
13.1 Kendal Market Hall
Market Place
Stramongate
13.1.1 Market Office:
Markets Officer
Market Hall
Westmorland Shopping Centre
Kendal
LA9 4LR
Telephone: 01539 793 477
13.2 Ambleside
King Street Car Park
13.3 Administrative Office
South Lakeland District Council
South Lakeland House
Lowther Street
Kendal
LA9 4UD
Telephone: 01539 733 333
Market Regulations:
Kendal Indoor Market

Market Office Telephone: 01539 793 477

Preface for:
Kendal Market Hall
Westmorland Centre
Market Place

1.0 Market Days and Hours
1.1 The market days are Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.
1.2 The public trading hours are 08.30 hours to 16.30 hours, or such hours as the Markets Officer directs, and all stalls shall be open for the serving of customers during these hours.
1.3 The loading and un-loading of goods for the stalls shall only be carried out from the rear of the Hall before or after the public trading hours, but otherwise between 08.00 and 17.00 hours or between such other hours as the Markets Officer directs.
1.4 Regular traders must occupy tables by 08.30 hours; otherwise the tables may be re-allocated.

2.0 Trading Limitations
2.1 No hot food shall be offered for sale, except for the Market Tea Bar.
2.2 Priority will be given to lines not already represented in the six-day units. The Markets Officer shall have discretion to refuse an allocation where this could clash with such a regular trader.
2.3 Generally, there shall be no more than 1 traders offering the same line of goods, with the exception of:
2.3.1 A specialist market, i.e. a bric-a-brac market.
2.3.2 Exceptionally popular lines, e.g. foodstuffs.
2.3.3 Unless it is an article made or created by the trader.
2.4 No radios, tapes or recordings to be played, or music broadcast unless the Markets Officer specifically grants permission, whose requests regarding noise levels etc must be observed.

NB. The necessary license from the Performing Rights Society must be produced.

2.5 The lines of goods to be sold from one stall will be limited to one type or category, or related goods only. General descriptions, e.g. fashion clothing, will not usually be allowed.

2.6 No tables or units to be operated or supervised by anyone under 16 years of age.

2.7 Applications for change of line or addition of further lines to be made in writing to the Markets Officer, but any such application does not imply authorization until written consent has been given by the Market Officer. Changes can not be made until this consent has been approved in writing.

3.0 Complaints
3.1 Traders with complaints should first approach the Markets Officer.

4.0 Loading Area off Blackhall Road
4.1 Vehicles must not be left parked in the vicinity of the loading bay or anywhere within this area or its approaches longer than it is necessary for the loading / unloading of goods (20 minutes limit)

5.0 Assembly Points in Case of Fire and Bomb Alerts
5.1 The usual assembly point in case of fire is The Market Place, facing the entrance to the Westmorland Shopping Centre.
5.2 In case of bomb alerts the 4 areas to evacuate to are:
   • Maudes Meadow
   • Marks and Spencer’s car park
   • Gooseholme
   • Abbot Hall car park
5.3 In the event of either case (fire or bomb) the Westmorland Shopping Centre will broadcast the evacuation alert, relocation points and their staff and Market staff will inform market traders and the public.
Market Regulations:
Kendal Outdoor Market

Market Office Telephone: 01539 793 477

Preface for:
Kendal Market Place
Stramongate

1.0 Market Days and Hours
1.1 The market days are Wednesday and Saturday.
1.2 No stalls are to be erected before 06.00 hours. All goods, refuse and stalls are to be cleared away before 17.30 hours.
1.3 Regular traders must occupy stalls by 09.00 hours; otherwise they may be re-allocated.
1.4 All vehicles must be removed from the market areas between 09.30 hours and 15.30 hours
1.4.1 NB. The introduction of a general traffic order prohibiting vehicles will over-ride this regulation and must be observed.
1.5 Casual traders requiring a stall should register with the Markets Officer before 08.30 hours

2.0 Trading Limitations
2.1 Pitching shall not generally be allowed. Demonstrators may be allowed at the discretion of the Markets Officer and must comply with all conditions imposed by him/her.
2.2 Applications for change of line or addition of further lines to be made in writing to the Markets Officer, but any such application does not imply authorization until written consent has been given by the Market Officer. Changes can not be made until this consent has been approved in writing
2.3 Priority will be given to lines not already represented on the market. The Markets Officer shall have discretion to refuse an allocation where this could clash with another trader
2.4 Generally, there shall be no more than 1 trader offering the same lines of goods, with the exception of popular lines, e.g. greengrocery, foodstuffs, of specialist markets.
2.5 No radios, tapes or recordings to be played, or music broadcast, unless the Markets Officer specifically grants permission, whose requests regarding noise levels etc. must be observed.
2.6 NB: The necessary license from the Performing Rights Society must be produced. The lines of goods to be sold will be limited to one type or category, or related goods only. General descriptions, e.g. fashion clothing, will not usually be allowed.

3.0 Complaints
3.1 Traders with complaints should first approach the Officer on duty at the market.

4.0 Parking
4.0 No vehicles to be left on market areas after 09.30am, except of days classified as ‘bad weather days’ with the express permission of the Markets Officer, in which case a permit will be issued.
Recovery of Debts

1.1 The treatment of market trader debts differs depending on the category of trader.

1.2 Outdoor stalls/pitches and indoor tables.
   It is unlikely that arrears will accrue in respect of outdoor stalls/pitches and indoor tables given that the arrangement is to pay on the day. If payment is not forthcoming from a trader they will be asked to leave and will not be allowed to return until they have settled their arrears.

1.3 However if for any reason arrears occur, an invoice will be sent by Financial Services Group to the trader. In the event that such step does not result in payment the matter will be referred to Legal Services Group for recovery proceedings.

1.4 Indoor units for which the arrangements for payment are dealt with within the lease. In the event of arrears occurring the matter will be referred to Legal services. Legal services will write to the trader terminating the lease. If appropriate, a letter before action may first be given setting out a very short deadline for paying the outstanding sums failing which notification will give of termination of the lease.

Exhibition Areas

Terms and Conditions

In order to comply with South Lakeland District Councils commitment to Health and Safety your attention is drawn to the following:

1. We require that you have Public Liability Insurance, to a minimum of £5,000,000 and ask that you send us a copy of an up-to-date certificate indicating that you have such insurance for each occasion that you promote at the Market.

2. We would draw your attention to the conditions on the License and in particular Item 4 – the requirement for an RCD circuit breaker where an electricity supply is required. Non-compliance with this requirement will mean that we will be unable to provide you with electricity. Please notify us in advance if you require electricity.

3. Please note that in the event of a total evacuation of the Market, you are expected to comply with evacuation directions from South Lakeland District Council, or to leave the Market by the nearest available exit.

4. You are required to indemnify South Lakeland District Council against all costs, claims and damages of whatever nature resulting from your usage of the space.

5. You shall not cause nuisance or annoyance to any user of the Market Hall.

6. Any obstruction to the floor area, which could cause danger to any person or to the free flow of pedestrian traffic within the Market Hall, is prohibited.

7. The use of loudspeakers or any other form is amplification is not permitted.

8. It will be necessary for you to provide adequate receptacles for any refuse resulting from your use of the area and after trading has ceased you must ensure that all refuse is removed from the area.

9. Exhibition and trading is only permitted within the licensed area during normal opening hours. Tables or freestanding display units are strictly not allowed. All merchandise must be restricted to the stall only.

10. If you arrive at the Market Hall in your own transport you may use the Service Area, and must adhere to regulations. There are no provisions for parking within the Service Area. The area is only available for unloading and loading items for sale. Parking to load or unload is restricted to twenty minutes.

11. South Lakeland District Council reserves the right to cancel or re-allocate selling space at short notice despite previous agreements and without any prior warning being given.

12. Non-payment of your spaces in advance will result in the immediate cancellation
of your booking unless agreements have been made to the contrary with South Lakeland District Council.

13. During your occupancy there might be need to make additions or amendments to the Terms and Conditions as a result of statute or criminal law in which case SLDC will advise you of these, and the additions or amendments will be valid from the date of being advised.

14. Market Hall takes pride in providing a professional appearance throughout the hall, whilst trying to portray a prestigious image to our customers. Therefore all selling areas must ensure that all ‘personal’ items are removed from public view.

15. Outside trading hours all stalls must be locked and sheeted appropriately.

16. Any damage made to the selling facilities is to be reported to the Markets Officer. All costs of damage will incur a full charge.

17. All goods and services must be in compliance with criminal and civil law and any government regulation of agency. South Lakeland District Council and associated parties are not liable for any criminal or civil act for goods or services that you may provide.

Failure to comply with any regulation, or in the event of any dispute, South Lakeland District Councils decision is final.

South Lakeland District Council reserves the right for trading to cease immediately if any terms and conditions are not adhered to.

Please complete below and hand to the Markets Officer to confirm that you agree to all terms and conditions.

Name: ________________________________

Signature ________________________________

Company ________________________________

Date: ________________________________