

URN: 22-175

Subject: Market Policy

Report to: Executive Leadership Team – 21st December 2022
Economic Development Committee – 9th January 2023

Report by: Head of Property and Asset Management



SUBJECT MATTER

To review the Market Policy which has been consulted with traders and adopt based on the outlined changes.

RECOMMENDATION

- To adopt the updated Market Policy

BACKGROUND

1.1 In 2017 the Economic Development Committee approved a Market Policy document bringing together a number of regulations and guidance in relation to the operation of the six- and two-day Markets.

CURRENT POSITION

2.1 Amendments and additions are highlighted on the attached draft policy.

2.2 A number of the more recent changes relate directly to the following areas:

- Development of the new market and the move to lease agreements
- Clarification of the required level of public liability insurance
- Times of operation
- Clarification around balance of trade

2.3 Change requests have been carefully considered and consulted with traders to ensure a fair and equitable position for all operators. The document was provided to all traders for comment in September with a deadline for comments of the end of October. One response around the level of Public Liability which has been incorporated into the policy.

RISKS

3.1 None identified.

FINANCE

4.1 No financial impact.

CONCLUSIONS

5.1 For the committee to agree the updated Market Policy as attached.



MARKET LICENCE POLICY

VERSION: 6
STATUS: 2nd Revision
DATE: August 2022

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NOTES

Any trader who commences trading in the Market at Great Yarmouth with permission from the Borough Council agrees to abide by this Policy as part of and incorporated into all Licence agreements.

This Market Policy governs the use of stalls in the Market by traders. Any trader who contravenes the terms of their licence, which in turn requires compliance with this policy, may have their stall licence terminated by the Borough Council or otherwise be refused permission to use a stall in the market. If they have a Lease they will be treated as in breach of their lease agreement.

Unless otherwise stated this policy relates to the whole market, and applies to two day market traders; six day market traders and casual traders. As defined in section 2.1 of this document.

Great Yarmouth Borough Council may change this policy at any time upon giving four weeks written notice to traders. Prior to changing this policy the Borough Council will consult with traders and consider any representations made.

DEFINITIONS

"The Market" means the charter market held on the Market Place, Great Yarmouth

"Trader" means a person offering goods or services for sale from a stall on the Market which can either be a fixed stall with a lease or a temporary stall with a licence

"Trading Day" means a day on which the Market is open for trading

"Market Hours of Operation" means the hours of operation set out in Section 3

"Severe Weather" means a severe weather warning for Great Yarmouth on the Met office website at www.metoffice.gov.uk

1. INTRODUCTION

- 1.1 Great Yarmouth Market is an important part of Great Yarmouth's Town Centre and a key priority for the Borough Council. It is an historical market which can be dated back to at least 1208 when it was granted a Royal Charter by King John.
- 1.2 The Market Place is 6,765 square meters in area and provides a six day covered market with ~~27~~ 36 stalls, ~~and a~~ two day market which operates on Wednesdays and Saturdays ~~and some kiosks near the toilet block~~. Extra markets are also held throughout the year, often to support specialist events.
- 1.3 This policy governs the use of stalls in the Market by all traders and provides detailed procedures to support the lease/licence agreements which are held by each trader. It also outlines the way the Borough Council will work to manage the market and provides a framework for this management.

2. GENERAL PROVISIONS

- 2.1 The Market will operate as follows
- Six Day Permanent Market - **Monday to Sunday operational trading times. Traders are requested to operate a minimum of 6 days per week excluding holidays. Note that no market staff are on site on Sunday**
 - Two Day Market – Every Wednesday and Saturday
 - Casual Markets and pop up markets – days as agreed by the Borough Council, including Friday Markets and Event Days which will be weather dependant.
- 2.2 All traders must hold a valid and signed licence/lease agreement for trading.
- 2.3 Two day ~~and six day~~ traders wishing to leave the Market or give up one or more of their stalls must give 28 days' written notice of their intention to the Borough Council. At the Borough Council's discretion this requirement may be waived in exceptional circumstances. Six day traders will be able to give notice as per their lease agreement.
- 2.4 Each stall holder on the six and two day market will need to have Public Liability Insurance to the value of at least 5 Million Pounds.
- 2.45 The Borough Council will provide and maintain adequate and hygienic toilets and washroom facilities for all traders.
- ## 3. HOURS OF OPERATION
- 3.1 All Traders must ensure that their stall is suitably staffed throughout the Market Hours of Operation and is open for trade.

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3.2 All six day traders must trade from Monday to Saturday during the core hours of 10am to 3pm on each weekday and 10am to 4pm on a Saturday. Sunday hours will be allowed by prior arrangement and the core hours for Sunday will be 10am to 3pm.

3.32 Two day market traders or casual traders who fail to have their stall on site by 8.30am on the day of trading may not be permitted to trade on that Trading Day unless prior arrangement is made with the Borough Council. No refund of stall fees will be paid in these circumstances. The Borough Council may re-allocate the pitch for any absence to another trader.

3.43 Two day market traders or casual traders must not come onto the market before 5:00 pm on the day prior to the market day.

3.54 All vehicles must be removed from the market by 9.00am and traders must not bring their vehicles back to the market until after 4.00pm.

3.65 Any exceptions to this must be agreed by the Market Officer on the day with clear reasoning being given and available to anyone on request. Reasons to keep vans on the market include;

- Inclement weather
- Individual illness/disability (to be evidenced prior to approval)
- Early closure of the market

3.76 All two day traders and casual traders must vacate the market by no later than 7:30 pm, on the day of trading unless by agreement with the Borough Council.

3.87 Sunday trading may be offered from time to time by the Borough Council and may also be considered on request to the Borough Council by market traders. Likely reasons for agreement could include marketplace events taking place on a Sunday where traders will add to an event and are likely to gain income.

3.98 Where possible all traders are encouraged to make alternative arrangements to put in place cover when holidays are taken. If this is not possible ~~six day traders may close their stall for a maximum of 16 days in a row and~~ two day traders may not attend four markets (Wednesdays and Saturday). A holiday rent free period of ~~a maximum of 12 days for 6 day traders and 4~~ 4 days for permanent 2 day traders will be allowed during any one financial year period.

~~3.9 Holiday will be allocated in advance to all permanent traders with any untaken holiday reclaimed at the end of the financial year. On return from holiday every effort will be made to relocate the trader in their original position.~~

3.1040 Two day traders must notify market staff at least 24 hrs in advance if they are not trading on the subsequent day (unless in an emergency where traders must inform as soon as they are able to).

3.114 Two day traders that are unable to trade due to illness must pay their rent or provide a valid ~~Doctors Certificate~~ Fit Note for the period. To reclaim any rent

paid they must provide the Council with a sick note from their GP. These fees will be reimbursed on the month following the illness along with any refunds in relation to cancelled Markets.

4.0 PAYMENT OF STALL FEES

4.1 Stall fees for the 6 day traders are as stipulated in the lease agreement.
Stall fees and other charges for the 2 day and other casual market traders are determined by the Borough Council with changes to the fees and charges notified to the traders in writing four weeks prior to the new fees/charges coming into effect. ~~with changes to the fees and charges schedule being notified to traders in writing once approved by the Borough Council.~~
~~Notification will be at least four weeks prior to the date of the fees and charges coming into effect.~~

4.2 The fees and charges schedule includes a set monthly fees for six day traders based on goods sold, and a fee payable per foot for both two day and casual traders. All footage fees will be calculated after a depth amnesty of up to a maximum of 15 feet.

4.3 ~~The categories for the six day traders are defined in their lease agreements;~~

<u>Hot Food 1</u>	<u>Fish & Chips, Chips and Tea Stalls that sell hot food including Bacon Rolls and Burgers</u>
<u>Hot Food 2</u>	<u>Any foods prepared for sale hot to customers which are not specified in hot food 1</u>
<u>Retail Good (formally Dry Goods)</u>	<u>Any retail produce which is not food such clothing, bags, cards, phones, bric-a-brac, books etc</u>
<u>Groceries</u>	<u>Any foods such as fruit and vegetables or foods that form part of staple groceries such as flour, spices, meat, fish and bread etc. (would include sweets, ice cream and cold drinks)</u>

4.4 The Borough Council will usually review all two day and casual stall fees and other charges annually but may also do so at different intervals. The Borough Council will notify traders of any review and will consider representations made by traders. The six day traders will have their rent reviewed as per their lease agreement.

4.5 Stall fees must be paid by the trader. All six day traders must pay monthly in advance by direct debit as per lease. This facility is also available to two day market traders, alongside other payment methods.

4.6 No cCash or cheques will not be taken for rent or licence fees or any other charges and no invoices will be provided payments from March 2018. Payments will be taken on attendance by card only.

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4.7 Any trader in arrears with their fee will be subject to the procedures detailed in section 29 of this policy alongside those procedures detailed in the Council's Sundry Income and Debt Policy. For 6 day traders any arrears will be recovered in line with their lease agreement.

5. IDENTITY

5.1 Traders must provide and display in a prominent and visible location on their stall, a legible, well presented sign of a minimum size of 300 mm x 300 mm showing their trading name. This sign must remain in position throughout the trading day.

5.2 Traders must register their permanent address and contact telephone number with the Borough Council who must be notified immediately of any changes.

6. APPLICATIONS FOR STALLS AND LICENSE/LEASE

6.1 All applications for new 2 day or casual stalls, including those from existing stall holders who want an extension to their pitch size, product changes or an alternative stall, must be made in writing to the Borough Council.

6.2 The Borough Council will consider extensions, product changes and alternative stall requests from existing traders considering section 9 of this policy. Product changes will be subject to a three month trial period during which other traders are able to comment, prior to any final decisions being made.

6.3 Applications for vacant stalls and or new stalls will be evaluated under section 9 of this policy. Six day traders will be required to provide financial and personal references. All traders will be required to provide evidence of public liability insurance prior to trading.

6.4 Any such applications will not be considered if the applicant is in breach of this policy, including being in arrears with payment of the fee.

6.5 No successful applications will become effective until either a new or amended licence/lease has been signed and returned to the Borough Council. Licences/leases not signed within seven days of issue will be withdrawn and a new application will then be required.

6.6 Any Trader may hold multiple licences.

7. UNSUCCESSFUL APPLICATIONS

7.1 The Borough Council reserves the right to refuse any application to trade on the Market.

- 7.2 All unsuccessful applicants for stalls or product line extensions will be notified in writing with a summary of the reason why.

8. TRANSFER OF LICENSE/LEASE – SIX DAY MARKET

- 8.1 The lease on the six day market may be transferred subject to the lease agreement terms. During the term of the ~~licence~~/lease, a permanent trader (the transferring trader) who wishes to cease trading will inform the Borough Council of their intention. It is the trader's responsibility to find a new trader. If the trader wishes to then advertise their business for sale they need to also notify this intention to the Borough Council at the same time they give notice to cease trading through an assignment. On assignment of the agreement any loan included within the lease must be either transferred to the new trader or paid in full.

Commented [AGW1]: What if the trader cannot find a new trader, does this mean they cannot leave?

- ~~8.2 Any six day trader who is unable to find an alternative trader but wishes to cease trading must contact the Borough Council prior to ceasing trading as any unit that remains closed for more than fourteen days may result in section 28 of this policy being implemented, and as an ultimate sanction the trader may be required to remove their unit from the Market.~~

- ~~8.3 Once a prospective trader has been found the existing trader will inform the Borough Council of the name and address of the prospective trader. The Borough Council will in all cases then satisfy themselves as to the suitability of the transferee to become a trader and will require financial and personal references, before allowing the transferee to trade under that licence.~~

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- ~~8.4 Such transfer is at the sole discretion of Borough Council. The Borough Council is not obliged to agree to transfer the licence to the transferee.~~

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- ~~8.5 In the event that a transfer is refused, there is a right of appeal using the appeal process laid down in the policy in section 30 of this policy.~~

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- ~~8.6 The retiring trader will then pay a transfer fee to the Borough Council equivalent to one week's site fees.~~

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- ~~8.7 The new trader will then continue existing trade and will be required to abide by their licence conditions subject to signing a new or amended licence/lease and returning it to the Borough Council. Licences not signed within seven days of issue will be withdrawn and a new application will then be required.~~

- ~~8.8 Upon the death, retirement or inability to trade due to ill health of a trader, the Borough Council will permit a husband, wife, civil partner, or relative to take over the licence subject to relevant checks to include financial and personal references alongside an additional payment of one week's site fee.~~

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- ~~8.9 Whilst the Borough Council will undertake the administration of the licence transfer, the transferring trader will be responsible for managing the handover of their business to the transferee in a smooth and timely fashion.~~

8.240 No sub-letting of units is permitted.

9.0 SIX DAY UNIT PROVISION

9.1 [Six day traders should refer to their lease agreement.](#)

~~Units remain in the ownership of the trader unless rented from the council.~~

~~9.2 If a trader wishes to remove their unit from the market they must agree the removal of the unit with the Borough Council which will include a safe method of work.~~

~~9.3 Any services connected to the unit must be made safe at the expense of the trader if a unit is removed.~~

~~9.4 The ground surface of the market place should be made good once the unit is removed. This is the responsibility of the trader.~~

~~9.5 Any costs or damage incurred by the Borough Council from a unit being removed must be fully reimbursed by the trader.~~

~~9.6 If the unit is being moved by the Council this section applies to the Council and will be the Council's obligation to ensure compliance with this section.~~

10. SALE/TRANSFER OF TWO DAY MARKET STALLS

10.1 An existing permanent two day trader wishing to sell their stall should approach the council at the earliest opportunity and give details of the new trader.

10.2 The Council will work with traders to ensure any transition to a new trader is completed within the 28 day notice period.

11. BALANCE OF TRADES AND PRODUCT LINES

11.1 The Borough Council has a policy on the balance of trades on the market with an aim to create a lively and vibrant environment for shoppers with a wide mix of trades.

11.2 The Borough Council wishes to ensure the market has an appropriate mix of goods so it remains attractive to customers, trying to balance the needs of the customer by offering real choice, providing local business opportunities and ensuring the market maintains a diverse retail offer.

11.3 At the same time the Borough Council recognises the need to let vacant stall(s) whilst ensuring that no traders is provided with a direct covenant not to let other premises to a competing business to avoid a trader occupying a monopolistic position.

11.4 When deciding on a particular trade the Borough Council will take account of the following points:

- The current availability of particular trades and whether this is a new product
- Evidence of demand from customers for the continuation of the trade or product line concerned.
- The quality of the product line being offered and its presentation.
- The attendance record of existing traders in that business
- Times of year the product will be offered for sale

11.5 Any request to diversity goods being sold should be made in writing to the Borough Council with any decision's being considered by the Market Management team in the first instance with their recommendations being passed to a Group Manager for consideration and final agreement. [For six day traders this will be considered in conjunction with their lease agreement.](#)

11.6 The Borough Council may accept product lines that compete with existing traders. [If a trader disagrees with such a decision they have a right to appeal under section 30 of this policy.](#)

11.7 The Borough Council does, however, reserve the right to decline any application if it considers that any particular trade or line will be over represented on the Market.

11.8 If a trader is found to be selling goods that are not agreed by the Council through way of a licence/lease agreement enforcement action may be taken.

11.9 If a trader is found to be persistently selling faulty goods enforcement action may be taken. This includes stolen goods.

11.10 The Council also reserves the right to review goods sold under existing licences and may make changes from time to time.

[11.11 On the two day the market the council reserves the right to restrict uses to prevent conflict on the six day market. Certain uses on the six day market such as Flowers, plants, fruit and veg, sweets \(not an exhaustive list\) will not be allowed on the 2 day market unless it can be clearly demonstrated that the goods supplied are significantly different from the trader on the six day market.](#)

12. NEW BUSINESS SUPPORT

12.1 [Business support can be obtained by any trader through the new business support hub that is being set up in Market Gates or through other organisations as advised by the council from time to time](#)~~Ente~~

~~enterpriseGY, based in the Catalyst and Novus Centres, at The Conge, Great Yarmouth, provides support, business advice and training for those persons planning a new start up business. enterpriseGY also provides guidance for existing businesses.~~

~~12.2 Any resident of the Borough who is looking to set up as a Market Trader, or are currently running a Market Stall in Great Yarmouth are able to contact enterpriseGY on 01493 336425 or 0800 458 0146 for further information and to make an appointment with a Business Advisor.~~

13. CONDUCT AND BEHAVIOUR STANDARDS

13.1 Traders are responsible for their own conduct and that of anyone working on or in connection with their stall at all times while they are on the Market

13.2 Traders are also responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.

13.3 All Traders, Council Officers and those working with them must not;

- Use abusive or bad language, shout or display intimidating behaviour to other traders, market management, Borough Council Officers, elected Members or the general public
- Do any act that might cause injury, anxiety or offence
- Discriminate against anyone on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion or belief
- Use or permit the use of illegal substances on the Market
- Not to cause damage to a traders property
- Smoke in the toilets or the storage areas or within the confines of any stall canopy on the Market
- Hawk or carry goods about for sale
- Use stalls for any purpose other than trading
- Sell live animals on the Market
- Cause or encourage any nuisance or annoyance to other traders, market management, Borough Council Officers, elected Members or the general public or occupiers of property in the vicinity of the market
- Make any noise or play music that is considered by the Borough Council to be a nuisance or inconvenience to other traders, market management, Borough Council Officers, elected Members or the general public or occupiers of property in the vicinity of the market

- Cook on their stall except where this is part of the product line set out in a licence agreement
- The traders and those working on the market must not bring the Council into disrepute including social media and online activity which could be construed as libellous
- Sell goods not specified within their [lease](#)/licence agreement with the Council

13.4 Any breach of section 13.3 may result in action being taken against the trader in line with section 29 of this policy [and/or through their lease agreement](#).

13.5 No units can be used for living and or sleeping accommodation.

13.6 No pets shall be kept within stalls on the [six](#) day market, [two day market or any kiosk or pop up stall](#).

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13.7 Prior approval of the Market Management must be granted prior to any leaflet distribution during market operating times.

14. OBSTRUCTION

14.1 When loading/unloading their vehicles, all traders shall cause as little obstruction and inconvenience to the general public, other traders or the Borough Council's employees and contractors as possible. In particular traders must comply with such requirements to ensure emergency access as the Borough Council deems necessary.

15. VEHICLE MANOEUVRES

15.1 Traders must ensure that they observe a maximum vehicle speed of five miles per hour when on or in the vicinity of the Market and that vehicles display hazard warning lights.

15.2 The Borough Council will not be responsible for vehicles brought onto the Market.

15.3 A discounted Pay and Display permit for Fullers Hill Car Park will be available to all permanent two and six day Traders to enable convenient central parking provision (maximum of two per stall).

16. INSURANCE

16.1 Traders MUST provide evidence of third party public liability insurance to the Borough Council's minimum requirement as notified to traders in writing from time to time, currently [£5,000,000 \(FIVE MILLION POUNDS\) for the 6 day traders and £5,000,000 \(FIVE MILLION POUNDS\) for 2 day traders](#) and a trader shall display their policy of insurance on their stall or provide evidence of their insurance upon request.

- 16.2 Traders who are employers must hold Employers Liability Insurance. Under the Employers Liability (Compulsory Insurance) Act 1969 all employers* are required to have a minimum level of cover of £5 million.
- 16.3 Traders not displaying evidence of third party public liability insurance or providing evidence of their insurance as required by clause 16.1 may not be permitted to trade until this has been rectified with action being taken under section 29 of this policy. No rebate of the stall fee will be given in these circumstances. Great Yarmouth Borough Council will display its public liability insurance at the entrances to the six day market.
- 16.4 Traders must notify the Borough Council of any changes in insurance and provide copies on request and on renewal.

**If your business is not a limited company, and you are the only trader or you only employ close family members, you do not need compulsory Employers Liability (EL). Limited companies with only one employee, where that employee also owns 50% or more of the issued share capital in the company, are also exempt from compulsory EL insurance. However, there is nothing to prevent an exempt employer from choosing to buy EL insurance.*

17. INDEMNITY AND COST OF DAMAGE

- 17.1 Traders will indemnify the Borough Council against all costs, claims and damages arising from their use of the stall, or any other facility provided by the Borough Council in respect of the Market operation.
- 17.2 The Borough Council reserves the right to charge any market trader the full cost of repair or renewal to any Borough Council property related to the Market where in the reasonable opinion of the Borough Council that trader or anyone working with the trader has caused the damage.
- 17.3 The Borough Council will be responsible for any damage caused as a result of works undertaken by employees or contractors operating on behalf of the council.

18. STALL SET UP AND DE RIG

- 18.1 Two day and casual ~~All~~ traders must supply, erect and dismantle their own stalls. All stalls must be fit for purpose, kept in good and clean condition and be safe for use and be attractive.
- 18.2 Six day traders must keep their stall and any frontages in good condition as per their lease agreement. Any modifications must be approved by the council and any costs covered by the trader. If the council has to carry out any works due to the actions of the trader, the full costs along with officer time will be charged to the trader.
- 18.32 Two day market stalls must be safely secured in poor weather conditions when the Market remains open. If the Market remains open but the trader has to close due to stall safety and the inability to safely secure the stall no refunds will be given to the trader.

18.43 All 2 day and casual stalls must have minimum headroom of two meters.

18.54 Any new or refurbished six day stalls must have their design approved by the Borough Council before any works take place. Notification in writing to the Borough Council must be made at least six weeks in advance of any such changes.

18.65 The use of amplified sound equipment is prohibited unless agreed by the Borough Council.

18.76 The use of A boards is discouraged on the Market and under no circumstances can these cause an obstruction or create a hazard. Any use of A boards must be agreed with the Market Management Team in advance.

18.87 The Borough Council will oversee where stalls are set up on the two day Market, working to ensure appropriate layout including walkways depending on the number of traders trading on that day.

18.98 While every effort is made to maintain existing layouts for traders it is not guaranteed and the Council reserves the right to move pitches accordingly.

18.109 Casual traders must give market officers 24 hour notice of attending a market as market officers will need to advise the trader on location of stall. As a casual trader no guarantee of pitch allocation can be made.

19. GENERATORS

19.1 Standalone generators are not permitted on the market.

19.2 Vehicle driven generators such as ice cream vans must not cause a nuisance such as noise or emissions and the exhaust must be baffled or soundproofed.

20. GAS SUPPLY AND GAS CYLINDERS

20.1 A gas supply is currently available on the six day market only. The traders must be able to supply a valid gas certificate for the premises on demand and any gas appliances/equipment will need to be tested at least once a year by a qualified gas engineer or more frequently if required. Gas cylinders can be used by traders on the two day market.

20.2 The use of LPG/pressurised cylinder(s) will not be permitted without the prior written consent of the Borough Council. Paraffin appliances are not permitted.

~~and permission will be subject to such conditions as the Borough Council may require.~~

Commented [AGW2]: Didn't we agree that we would not accept any gas cylinders at all throughout the 2 and 6 day markets?

~~20.3 All traders using bottled gas must provide a controllable discharge type, dry powder fire extinguisher situated near the appliance, displaying a current test approval. Any piping must be of sound condition.~~

~~20.4 All LPG/pressurised cylinders shall be stored outside any stall, vehicle or building connected to the appliance via securely fixed metal piping or armoured flexible piping. Only cylinders using pressure relief valves will be allowed which must be positively secured in the upright position.~~

~~20.5 All LPG/pressurised cylinders not in use must be stored upright in the open air away from any fixed or temporary source of ignition, with suitable hazard warning signage provided, complying with the Health and Safety (Safety Signs and Signals) Regulations 1996.~~

~~20.6 Paraffin appliances are not permitted~~

21. ELECTRICITY

21.1 A 240v electricity supply is currently available on the Market.

21.2 Traders may only use electrical equipment that it is in good condition, weatherproof and suitable for outside use. All electrical equipment must have a valid up to date PAT test certificate which must be available for Borough Council to view upon request and or take copies.

21.3 Connections to the electricity supply must be made by a suitably competent person (using robust, moisture and tamper proof connections which are suitable for outside use). Suitable and sufficient earth-leakage protection must be installed and maintained as part of the fixed wiring installation.

21.4 Traders must ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected and at a safe height.

21.5 Traders must not make any alterations to the market electrical system provided by the Borough Council. Traders must not block or obstruct electric supply boxes at any time.

21.6 Traders are only permitted to use the electricity supply for appropriate lighting, scales and tills and for other uses which are, in the reasonable opinion of the Borough Council, essential for the operation of their business as specified on the Trader's Licence Agreement.

22. WATER

22.1 Water is supplied on the market by the Council however it is essential that traders do not waste water, for example it is not acceptable to leave taps running. [For six day traders they will be recharged for water used as per lease agreement as per sub meter readings.](#)

22.2 Enforcement action may be taken for continued misuse of water.

22.3 Waste water should be disposed of within the tenants unit on the six day market. Two day and casual traders will need to confirm the method of dealing with any waste water prior to market days.

22.4 Each six day market trader must comply with legionella legislation and ensure that any required testing is undertaken and/or daily running of the water for the amount of time set out in the legislation. The council reserves the right inspect the water supply on each unit without prior notice if required and the supply should be accessible at all times.

23. LITTER AND TRADE WASTE

23.1 It is the sole responsibility of traders to ensure the safe management of waste in and around their stall.

23.2 The Borough Council will carry out the regular cleaning of the market area, and the drains, guttering around the canopy and gullies on the Market as necessary to maintain their effective operation.

23.3 Traders must ensure that their stall and any adjoining passages, whether used by them alone or in conjunction with other traders, are properly swept from time to time and shall ensure that litter is not allowed to accumulate.

23.4 Throughout the day traders must ensure the area surrounding their stall is cleaned and clear of all refuse and to ensure that all stalls and immediate areas are cleared of all refuse generated by their business at the close of business each day.

23.5 Traders must remove all trade waste from their stall and for six day traders must place their trade waste in the service yards and move at the end of the day to the market refuse and recycling warehouse.

23.6 Traders who produce food waste must dispose of it at the end of the day at the market refuse and recycling warehouse.

23.7 Traders must not put their trade waste in public litterbins.

23.8 Traders must comply with any new initiatives introduced to improve the recycling of trade waste on the markets as advised in writing by the Borough Council from time to time.

23.9 Traders must only use the market refuse and recycling warehouse for disposal of waste produced whilst attending the market and not for the disposal of any other waste.

23.10 If a trader does not dispose of and/or remove trade waste in accordance with this policy the Borough Council may remove the waste the trader hereby agrees to reimburse the Borough Council the reasonable cost of such removal and disposal.

23.11 Traders must ensure that any liquid waste is disposed of in the correct manner and that no spillage takes place when transporting from the unit to the disposal bins.

23.12 Traders are encouraged to reuse and recycle materials wherever possible, either through normal business activities or through appropriate refuse bins.

24. HEALTH AND SAFETY

- 24.1 Traders have a legal duty of care to maintain the health and safety of their employees, other traders and visitors to their stall and must comply with the Health and safety at Work Act 1974 and regulations made under the Act.
- 24.2 Traders must also comply with directions issued from time to time by the Borough Council with a view to maintaining or improving the health and safety environment on the Market.
- 24.3 All health and safety checks must be carried out in accordance with legislation and where documentation is required, provided to Great Yarmouth Borough Council accordingly.
- 24.4 Great Yarmouth Borough Council can from time to time check that you have the correct and up to date records relating to Health and Safety. Failure to produce these records may result in enforcement action being taken.
- 24.5 Where traders report to the Market Management Team a health and safety issue, this issue will be risk assessed and action taken in appropriate timescales depending on the level of risk.

25. FOOD STALLS

- 25.1 All traders operating food stalls shall comply with any legislation in force relating to their business including (but not limited to) the provisions of the Food Safety and Hygiene (England) Regulations 2013.
- 25.2 All traders operating food stalls must be registered with the appropriate local authority and be able to provide evidence of this on request.
- 25.3 It is expected that all food stalls are in receipt of a food hygiene award scoring three or above. If not the trader may find themselves open to action under section 29 of this policy
- 25.4 It is a legal requirement that all food business operators are in possession of a food safety management system and that all staff are trained to appropriate levels in food hygiene.

25.5 Fat disposal. Fat should not be flushed down the drain system and fat traps must be used and maintained on a regular basis. Each unit must have a fat trap which will be checked on an adhoc basis by the market officers.

Any trader that has either not got a fat trap where one is required or is not managing the fat trap appropriately by cleaning on a regular basis to ensure normal operation will be recharged the cost of clearing the drain system.

- 25.6 Tenants are encouraged to consider the waste products associated with their businesses. All disposals must be undertaken in an appropriate manner e.g. allowing liquid fats to solidify or using licensed waste carriers as appropriate. This should be extended to customers, where any instances of littering should be addressed.

26. CLOSURE OF THE TWO DAY MARKET

- 26.1 The Borough Council shall have the right to close the two day Market at their absolute discretion if they consider this to be necessary on the grounds of public safety.
- 26.2 The Borough Council's policy regarding cancellation of the two day market due to weather conditions is as follows:
- The Borough Council will monitor wind speed and direction each day prior to any Market in the Market Place using the UK National Weather Service provided by the Meteorological Office.
 - In the event of winds exceeding 24 mph constant velocity (not gusting) for a period exceeding one hour the Market will be cancelled either prior to the Market day or prior to opening on the Market day or during the Market day as conditions dictate.
 - However there may be times when the predication sits just below or above this wind speed. In these cases the Borough Council may apply some discretion as to whether a Market is cancelled. In these instances close monitoring of the weather will take place both through forecasting information and onsite. If this monitoring subsequently identifies unsafe conditions, the Market will be cancelled.
 - In the event of Snow, matters for consideration prior to cancellation will be Health and Safety of shoppers and traders, closure of public transport, closure of roads, distance of travel by traders amongst other considerations. These considerations will also apply to icy conditions.
 - In the event of Flooding both localised from heavy rain or by ingress of floodwaters into the Town centre and or warnings by Emergency Planning Officers at Great Yarmouth Borough Council (GYBC) and Norfolk County Council (NCC) the market may be cancelled.
- 26.4 Where a Market has been cancelled prior to 12.00 noon on any Market day traders will be credited that day's fees. This will be credited in the month following the cancellation.

- 26.5 Where it is clear that due to weather conditions the two day Market will not be able to open the day before the Borough Council will seek to notify traders of this decision by 5.00pm.

27 WORKS AFFECTING THE MARKET

- 27.1 Whenever possible, traders will be given prior notice of maintenance and other work on and around the Market which could affect their trading activities, with steps being taken to minimise any impact as appropriate.
- 27.2 From time to time works on the Market may take place outside of the control of the Borough Council. In this instance traders can report concerns to the Borough Council who will try to resolve as appropriate.

27.3 All traders must not undertake works which are considered noisy between the hours of 10am and 4pm

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28. MOVEMENT OF TWO DAY AND OR CASUAL MARKETS

- 28.1 The Borough Council may from time to time require the movement of its market or individual stalls. Traders will be notified about any such changes as soon as appropriate alongside alternative options.

29. ENFORCEMENT PROCEDURES

29.1 For six traders the following procedure will apply alongside their lease agreement.

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29.24 The following procedure relate to breaches of licence/lease conditions and or this Market Policy.

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29.32 The Borough Council is able to issue verbal warnings, a note of which will be placed on the traders file. Written warnings can also be issued by the Borough Council for minor issues where a general improvement is being asked for. Again a record of this will be kept on the traders file. A verbal warning will be considered spent after a 6 month period if no further offences have been committed.

29.43 Serious matters that may require immediate action such as suspension or termination of licence/lease can only be taken with approval from a Senior Officer from the Borough Council (Head of service or above). Any such decision must be clearly documented and subject to the trader having an ability to lodge an appeal against the decision.

29.54 For all serious matters a formal hearing must take place, even if immediate action has been taken. For such a hearing at least three working days' notice must be given to the trader. The Council will aim to undertake any formal hearing by 28 days from the matter being raised, and that if this period is extended the trader will be notified in writing to include the reasons why.

29.65 At the hearing oral and written evidence can be presented and cross-examination can take place in accordance with the principles of natural

justice. All such hearings will be heard by a Senior Officer from the Borough Council who will have available to them the following actions

- No action
- First formal written warning
- Final formal written warning
- Termination of licence/lease with 28 days' notice
- Termination of licence/lease with no notice

29.76 All breaches will remain on the trader's record (as held by the Borough Council) for a minimum period of twelve months.

29.87 Examples of serious issues which may warrant immediate action including termination of Licence are

- Serious misconduct or dishonesty
- Assaulting a member of the public, a Borough Council Officer or another trader
- Verbal abuse, harassment, intimidation, discrimination or bullying towards a member of the public, Borough Council Officers or other trader(s)
- The trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other Enforcement Agency.
- The trader has persistently failed to make payment of the Licence fee
- The trader has failed to comply with the health and safety legislation affecting the Market sites or any Health and Safety requirements notified to the trader by the Borough Council.

29.98 Any complainant that instigates this procedure will be notified that this process has been implemented. However the direct outcome of this procedure will not be communicated by the Council to the complainant to ensure Data Protection legislation is complied with.

30. APPEALS PROCEDURE

30.1 Any trader subject to enforcement action outlined in Section 28 may appeal in writing to Strategic Director of the Borough Council (or such other officer as the Borough Council appoints) within seven working days from, but not including, the day the trader is notified of the decision against which they wish to appeal.

30.2 The decision of the Strategic Director or other appointed officer shall be final in all respects. An appeal hearing will then be scheduled within 28 days from the

appeal being lodged. For such a hearing at least three working days' notice must be given to the trader.

30.3 In considering any appeal the Strategic Director or other appointed officer will have regard to any relevant documentation and may interview such persons, including the trader in question, as he/she considers appropriate.

30.4 The result of the appeal and the reasons for the decision reached will be conveyed in writing to the registered address of the trader

31. COMPLAINTS

31.1 If you have a problem or complaint with regard to management of the market you should first contact the Borough Council and or the Head of Property and Asset Management. The internal complaints procedure must be followed first.

31.2 The complaints process has three prescribed stages. The process begins with an Informal (stage 1) complaint, if the issues raised are not satisfactorily resolved at this stage the complainant can escalate their complaint to a formal (stage 2) complaint. If the complainant remains unsatisfied with the response they receive at stage 2, they are able to escalate their complaint onto the final stage (stage 3) of the complaints process.

31.3 Informal (Stage 1) complaints are initial complaints that will be reviewed and answered at operational level by a Team Leader or Manager. The Team Leader or Manager will investigate the complaint and provide a full response to the Customer. It is envisaged that most complaints will be resolved at the stage.

31.4 Head of Service (Stage 2) complaints occur when a customer's initial complaint has not been resolved to their satisfaction at Stage 1 and the complaint therefore requires further investigation by a different person. These complaints will be considered at service level and answered by the Head of Service providing they have not been actively or directly involved in the initial complaint or response. Where this is the case the complaint will be passed to another Head of Service to answer. The Head of Service must review the response provided at stage 1 and conduct any further investigation required into the customer's case.

31.5 Director (Stage 3) complaints are for any complaints that could not be satisfactorily resolved at Stage 2 and warrant further investigation or review. These complaints will be considered by a Director of the Council who will conduct an independent review of the customer's complaint along with the previous replies provided to the customer and any other pertinent information. The Director will then undertake any supplementary investigations required to enable them to issue a final response and decide if any remedial action is required.

31.6 Complaints can be responded to in writing, via a telephone call or email. If a customer has indicated a preference for one of the above means of communication a reply should be made using this, unless considering the type

of complaint it is deemed more effective to use a different method of communication. Responses to Stage 1 complaints will be issued within 10 working days of the complaint being received. Stage 2 & 3 complaints may require a more in depth investigation and therefore responses will be issued within 20 working days of the complaint being received. If for any reason a response is unable to be issued within 20 working days, the Customer will be informed of the delay as soon as possible and provided with an estimated timescale in which they can expect to receive a full reply, with further updates given as appropriate.

31.27 However if you are still not satisfied the Local Government Ombudsman (LGO), may be able to help. The LGO can be contacted at:

Local Government Ombudsman
The Oaks
No 2 Westwood Way
Westwood Business Park
Park Coventry
CV4 8JB
Phone: 024 7682 0000
Web: www.lgo.org.uk

31.82 Whistleblowing is the raising of a significant concern. These concerns may cover issues of injustice, malpractice or serious wrongdoings within the Council. The Council's whistleblowing Policy is designed to ensure that people know how to raise a genuine concern and that they can do so in the knowledge that they will not face reprisal for their actions. A copy of this Policy can be found at;

<https://www.great-yarmouth.gov.uk/policies>



MARKET LICENCE POLICY

VERSION: 6
STATUS: 2nd Revision
DATE: August 2022

NOTES

Any trader who commences trading in the Market at Great Yarmouth with permission from the Borough Council agrees to abide by this Policy as part of and incorporated into all Licence agreements.

This Market Policy governs the use of stalls in the Market by traders. Any trader who contravenes the terms of their licence, which in turn requires compliance with this policy, may have their stall licence terminated by the Borough Council or otherwise be refused permission to use a stall in the market. If they have a Lease they will be treated as in breach of their lease agreement.

Unless otherwise stated this policy relates to the whole market, and applies to two day market traders; six day market traders and casual traders. As defined in section 2.1 of this document.

Great Yarmouth Borough Council may change this policy at any time upon giving four weeks written notice to traders. Prior to changing this policy the Borough Council will consult with traders and consider any representations made.

DEFINITIONS

“The Market” means the charter market held on the Market Place, Great Yarmouth

“Trader” means a person offering goods or services for sale from a stall on the Market which can either be a fixed stall with a lease or a temporary stall with a licence

“Trading Day” means a day on which the Market is open for trading

“Market Hours of Operation” means the hours of operation set out in Section 3

“Severe Weather” means a severe weather warning for Great Yarmouth on the Met office website at www.metoffice.gov.uk

1. INTRODUCTION

- 1.1 Great Yarmouth Market is an important part of Great Yarmouth's Town Centre and a key priority for the Borough Council. It is an historical market which can be dated back to at least 1208 when it was granted a Royal Charter by King John.
- 1.2 The Market Place is 6,765 square meters in area and provides a six day covered market with 27 stalls, a two day market which operates on Wednesdays and Saturdays and some kiosks near the toilet block. Extra markets are also held throughout the year, often to support specialist events.
- 1.3 This policy governs the use of stalls in the Market by all traders and provides detailed procedures to support the lease/licence agreements which are held by each trader. It also outlines the way the Borough Council will work to manage the market and provides a framework for this management.

2. GENERAL PROVISIONS

- 2.1 The Market will operate as follows
 - Six Day Permanent Market - Monday to Sunday operational trading times. Traders are requested to operate a minimum of 6 days per week excluding holidays. Note that no market staff are on site on Sunday
 - Two Day Market – Every Wednesday and Saturday
 - Casual Markets and pop up markets – days as agreed by the Borough Council, including Friday Markets and Event Days which will be weather dependant.
- 2.2 All traders must hold a valid and signed licence/lease agreement for trading.
- 2.3 Two day traders wishing to leave the Market or give up one or more of their stalls must give 28 days' written notice of their intention to the Borough Council. At the Borough Council's discretion this requirement may be waived in exceptional circumstances. Six day traders will be able to give notice as per their lease agreement.
- 2.4 Each stall holder on the six and two day market will need to have Public Liability Insurance to the value of at least 5 Million Pounds.
- 2.5 The Borough Council will provide and maintain adequate and hygienic toilets and washroom facilities for all traders.

3. HOURS OF OPERATION

- 3.1 All Traders must ensure that their stall is suitably staffed throughout the Market Hours of Operation and is open for trade.
- 3.2 All six day traders must trade from Monday to Saturday during the core hours of 10am to 3pm on each weekday and 10am to 4pm on a Saturday. Sunday hours will be allowed by prior arrangement and the core hours for Sunday will be 10am to 3pm.

- 3.3 Two day market traders or casual traders who fail to have their stall on site by 8.30am on the day of trading may not be permitted to trade on that Trading Day unless prior arrangement is made with the Borough Council. No refund of stall fees will be paid in these circumstances. The Borough Council may re-allocate the pitch for any absence to another trader.
- 3.4 Two day market traders or casual traders must not come onto the market before 5:00 pm on the day prior to the market day.
- 3.5 All vehicles must be removed from the market by 9.00am and traders must not bring their vehicles back to the market until after 4.00pm.
- 3.6 Any exceptions to this must be agreed by the Market Officer on the day with clear reasoning being given and available to anyone on request. Reasons to keep vans on the market include;
- Inclement weather
 - Individual illness/disability (to be evidenced prior to approval)
 - Early closure of the market
- 3.7 All two day traders and casual traders must vacate the market by no later than 7:30 pm, on the day of trading unless by agreement with the Borough Council.
- 3.8 Sunday trading may be offered from time to time by the Borough Council and may also be considered on request to the Borough Council by market traders. Likely reasons for agreement could include marketplace events taking place on a Sunday where traders will add to an event and are likely to gain income.
- 3.9 Where possible all traders are encouraged to make alternative arrangements to put in place cover when holidays are taken. If this is not possible two day traders may not attend four markets (Wednesdays and Saturday). A holiday rent free period of 4 days for permanent 2 day traders will be allowed during any one financial year period.
- 3.10 Two day traders must notify market staff at least 24 hrs in advance if they are not trading on the subsequent day (unless in an emergency where traders must inform as soon as they are able to).
- 3.11 Two day traders that are unable to trade due to illness must pay their rent or provide a valid Fit Note for the period. To reclaim any rent paid they must provide the Council with a sick note from their GP. These fees will be reimbursed on the month following the illness along with any refunds in relation to cancelled Markets.
- 4.0 **PAYMENT OF STALL FEES**
- 4.1 Stall fees for the 6 day traders are as stipulated in the lease agreement. Stall fees and other charges for the 2 day and other casual market traders are determined by the Borough Council with changes to the fees and charges notified to the traders in writing four weeks prior to the new fees/charges coming into effect.

- 4.2 The fees and charges schedule includes a set fee payable per foot for both two day and casual traders. All footage fees will be calculated after a depth amnesty of up to a maximum of 15 feet.
- 4.3 The Borough Council will usually review all two day and casual stall fees and other charges annually but may also do so at different intervals. The Borough Council will notify traders of any review and will consider representations made by traders. The six day traders will have their rent reviewed as per their lease agreement.
- 4.4 Stall fees must be paid by the trader. All six day traders must pay monthly in advance by direct debit as per lease. This facility is also available to two day market traders, alongside other payment methods.
- 4.5 No cash or cheques will be taken for rent or licence fees or any other charges and no invoices will be provided. Payments will be taken on attendance by card only.
- 4.6 Any trader in arrears with their fee will be subject to the procedures detailed in section 29 of this policy alongside those procedures detailed in the Council's Sundry Income and Debt Policy. For 6 day traders any arrears will be recovered in line with their lease agreement.

5. IDENTITY

- 5.1 Traders must provide and display in a prominent and visible location on their stall, a legible, well presented sign of a minimum size of 300 mm x 300 mm showing their trading name. This sign must remain in position throughout the trading day.
- 5.2 Traders must register their permanent address and contact telephone number with the Borough Council who must be notified immediately of any changes.

6. APPLICATIONS FOR STALLS AND LICENSE/LEASE

- 6.1 All applications for new 2 day or casual stalls, including those from existing stall holders who want an extension to their pitch size, product changes or an alternative stall, must be made in writing to the Borough Council.
- 6.2 The Borough Council will consider extensions, product changes and alternative stall requests from existing traders considering section 9 of this policy. Product changes will be subject to a three month trial period during which other traders are able to comment, prior to any final decisions being made.
- 6.3 Applications for vacant stalls and or new stalls will be evaluated under section 9 of this policy. All traders will be required to provide evidence of public liability insurance prior to trading.
- 6.4 Any such applications will not be considered if the applicant is in breach of this policy, including being in arrears with payment of the fee.

6.5 No successful applications will become effective until either a new or amended licence/lease has been signed and returned to the Borough Council. Licences/leases not signed within seven days of issue will be withdrawn and a new application will then be required.

6.6 Any Trader may hold multiple licenses.

7. UNSUCCESSFUL APPLICATIONS

7.1 The Borough Council reserves the right to refuse any application to trade on the Market.

7.2 All unsuccessful applicants for stalls or product line extensions will be notified in writing with a summary of the reason why.

8. TRANSFER OF LICENSE/LEASE – SIX DAY MARKET

8.1 The lease on the six day market may be transferred subject to the lease agreement terms. During the term of the lease, a permanent trader (the transferring trader) who wishes to cease trading will inform the Borough Council of their intention. It is the trader's responsibility to find a new trader. If the trader wishes to then advertise their business for sale, they need to also notify this intention to the Borough Council at the same time they give notice to cease trading through an assignment. On assignment of the agreement any loan included within the lease must be either transferred to the new trader or paid in full.

8.2 No sub-letting of units is permitted.

9.0 SIX DAY UNIT PROVISION

9.1 Six day traders should refer to their lease agreement.

10. SALE/TRANSFER OF TWO DAY MARKET STALLS

10.1 An existing permanent two day trader wishing to sell their stall should approach the council at the earliest opportunity and give details of the new trader.

10.2 The Council will work with traders to ensure any transition to a new trader is completed within the 28 day notice period.

11. BALANCE OF TRADES AND PRODUCT LINES

11.1 The Borough Council has a policy on the balance of trades on the market with an aim to create a lively and vibrant environment for shoppers with a wide mix of trades.

11.2 The Borough Council wishes to ensure the market has an appropriate mix of goods so it remains attractive to customers, trying to balance the needs of the customer by offering real choice, providing local business opportunities and ensuring the market maintains a diverse retail offer.

- 11.3 At the same time the Borough Council recognises the need to let vacant stall(s) whilst ensuring that no traders is provided with a direct covenant not to let other premises to a competing business to avoid a trader occupying a monopolistic position.
- 11.4 When deciding on a particular trade the Borough Council will take account of the following points:
- The current availability of particular trades and whether this is a new product
 - Evidence of demand from customers for the continuation of the trade or product line concerned.
 - The quality of the product line being offered and its presentation.
 - The attendance record of existing traders in that business
 - Times of year the product will be offered for sale
- 11.5 Any request to diversity goods being sold should be made in writing to the Borough Council with any decision's being considered by the Market Management team in the first instance with their recommendations being passed to a Group Manager for consideration and final agreement. For six day traders this will be considered in conjunction with their lease agreement.
- 11.6 The Borough Council may accept product lines that compete with existing traders.
- 11.7 The Borough Council does, however, reserve the right to decline any application if it considers that any particular trade or line will be over represented on the Market.
- 11.8 If a trader is found to be selling goods that are not agreed by the Council through way of a licence/lease agreement enforcement action may be taken.
- 11.9 If a trader is found to be persistently selling faulty goods enforcement action may be taken. This includes stolen goods.
- 11.10 The Council also reserves the right to review goods sold under existing licences and may make changes from time to time.
- 11.11 On the two day the market the council reserves the right to restrict uses to prevent conflict on the six day market. Certain uses on the six day market such as Flowers, plants, fruit and veg, sweets (not an exhaustive list) will not be allowed on the 2 day market unless it can be clearly demonstrated that the goods supplied are significantly different from the trader on the six day market.

12. NEW BUSINESS SUPPORT

- 12.1 Business support can be obtained by any trader through the new business support hub that is being set up in Market Gates or through other organisations as advised by the council from time to time

13. CONDUCT AND BEHAVIOUR STANDARDS

- 13.1 Traders are responsible for their own conduct and that of anyone working on or in connection with their stall at all times while they are on the Market
- 13.2 Traders are also responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.
- 13.3 All Traders and those working with them must not;
- Use abusive or bad language, shout or display intimidating behaviour to other traders, market management, Borough Council Officers, elected Members or the general public
 - Do any act that might cause injury, anxiety or offence
 - Discriminate against anyone on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion or belief
 - Use or permit the use of illegal substances on the Market
 - Not to cause damage to a traders property
 - Smoke in the toilets or the storage areas or within the confines of any stall canopy on the Market
 - Hawk or carry goods about for sale
 - Use stalls for any purpose other than trading
 - Sell live animals on the Market
 - Cause or encourage any nuisance or annoyance to other traders, market management, Borough Council Officers, elected Members or the general public or occupiers of property in the vicinity of the market
 - Make any noise or play music that is considered by the Borough Council to be a nuisance or inconvenience to other traders, market management, Borough Council Officers, elected Members or the general public or occupiers of property in the vicinity of the market
 - Cook on their stall except where this is part of the product line set out in a licence agreement
 - The traders and those working on the market must not bring the Council into disrepute including social media and online activity which could be construed as libellous

- Sell goods not specified within their lease/licence agreement with the Council
- 13.4 Any breach of section 13.3 may result in action being taken against the trader in line with section 29 of this policy and/or through their lease agreement.
- 13.5 No units can be used for living and or sleeping accommodation.
- 13.6 No pets shall be kept within stalls on the six day market, two day market or any kiosk or pop up stall.
- 13.7 Prior approval of the Market Management must be granted prior to any leaflet distribution during market operating times.
- 14. OBSTRUCTION**
- 14.1 When loading/unloading their vehicles, all traders shall cause as little obstruction and inconvenience to the general public, other traders or the Borough Council's employees and contractors as possible. In particular traders must comply with such requirements to ensure emergency access as the Borough Council deems necessary.
- 15. VEHICLE MANOEUVRES**
- 15.1 Traders must ensure that they observe a maximum vehicle speed of five miles per hour when on or in the vicinity of the Market and that vehicles display hazard warning lights.
- 15.2 The Borough Council will not be responsible for vehicles brought onto the Market.
- 15.3 A discounted Pay and Display permit for Fullers Hill Car Park will be available to all permanent two and six day Traders to enable convenient central parking provision (maximum of two per stall).
- 16. INSURANCE**
- 16.1 Traders MUST provide evidence of third party public liability insurance to the Borough Council's minimum requirement as notified to traders in writing from time to time, currently £5,000,000 (FIVE MILLION POUNDS) for the 6 day traders and £5,000,000 (FIVE MILLION POUNDS) for 2 day traders and a trader shall display their policy of insurance on their stall or provide evidence of their insurance upon request.
- 16.2 Traders, who are employers, must hold Employers Liability Insurance. Under the Employers Liability (Compulsory Insurance) Act 1969 all employers* are required to have a minimum level of cover of £5 million.
- 16.3 Traders not displaying evidence of third-party public liability insurance or providing evidence of their insurance as required by clause 16.1 may not be permitted to trade until this has been rectified with action being taken under section 29 of this policy. No rebate of the stall fee will be given in these

circumstances. Great Yarmouth Borough Council will display its public liability insurance at the entrances to the six day market.

- 16.4 Traders must notify the Borough Council of any changes in insurance and provide copies on request and on renewal.

**If your business is not a limited company, and you are the only trader or you only employ close family members, you do not need compulsory Employers Liability (EL). Limited companies with only one employee, where that employee also owns 50% or more of the issued share capital in the company, are also exempt from compulsory EL insurance. However, there is nothing to prevent an exempt employer from choosing to buy EL insurance.*

17. INDEMNITY AND COST OF DAMAGE

- 17.1 Traders will indemnify the Borough Council against all costs, claims and damages arising from their use of the stall, or any other facility provided by the Borough Council in respect of the Market operation.
- 17.2 The Borough Council reserves the right to charge any market trader the full cost of repair or renewal to any Borough Council property related to the Market where in the reasonable opinion of the Borough Council that trader or anyone working with the trader has caused the damage.
- 17.3 The Borough Council will be responsible for any damage caused as a result of works undertaken by employees or contractors operating on behalf of the council.

18. STALL SET UP AND DE RIG

- 18.1 Two day and casual traders must supply, erect and dismantle their own stalls. All stalls must be fit for purpose, kept in good and clean condition and be safe for use and be attractive.
- 18.2 Six day traders must keep their stall and any frontages in good condition as per their lease agreement. Any modifications must be approved by the council and any costs covered by the trader. If the council has to carry out any works due to the actions of the trader, the full costs along with officer time will be charged to the trader.
- 18.3 Two day market stalls must be safely secured in poor weather conditions when the Market remains open. If the Market remains open but the trader has to close due to stall safety and the inability to safely secure the stall no refunds will be given to the trader.
- 18.4 All 2 day and casual stalls must have minimum headroom of two meters.
- 18.5 Any new or refurbished six day stalls must have their design approved by the Borough Council before any works take place. Notification in writing to the Borough Council must be made at least six weeks in advance of any such changes.
- 18.6 The use of amplified sound equipment is prohibited unless agreed by the Borough Council.

- 18.7 The use of A boards is discouraged on the Market and under no circumstances can these cause an obstruction or create a hazard. Any use of A boards must be agreed with the Market Management Team in advance.
- 18.8 The Borough Council will oversee where stalls are set up on the two day Market, working to ensure appropriate layout including walkways depending on the number of traders trading on that day.
- 18.9 While every effort is made to maintain existing layouts for traders it is not guaranteed and the Council reserves the right to move pitches accordingly.
- 18.10 Casual traders must give market officers 24 hour notice of attending a market as market officers will need to advise the trader on location of stall. As a casual trader no guarantee of pitch allocation can be made.

19. GENERATORS

- 19.1 Standalone generators are not permitted on the market.
- 19.2 Vehicle driven generators such as ice cream vans must not cause a nuisance such as noise or emissions and the exhaust must be baffled or soundproofed.

20. GAS SUPPLY AND GAS CYLINDERS

- 20.1 A gas supply is currently available on the six day market only. The traders must be able to supply a valid gas certificate for the premises on demand and any gas appliances/equipment will need to be tested at least once a year by a qualified gas engineer or more frequently if required.
- 20.2 The use of LPG/pressurised cylinder(s) will not be permitted without the prior written consent of the Borough Council. Paraffin appliances are not permitted.

21. ELECTRICITY

- 21.1 A 240v electricity supply is currently available on the Market.
- 21.2 Traders may only use electrical equipment that it is in good condition, weatherproof and suitable for outside use. All electrical equipment must have a valid up to date PAT test certificate which must be available for Borough Council to view upon request and or take copies.
- 21.3 Connections to the electricity supply must be made by a suitably competent person (using robust, moisture and tamper proof connections which are suitable for outside use). Suitable and sufficient earth-leakage protection must be installed and maintained as part of the fixed wiring installation.
- 21.4 Traders must ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected and at a safe height.
- 21.5 Traders must not make any alterations to the market electrical system provided by the Borough Council. Traders must not block or obstruct electric supply boxes at any time.

- 21.6 Traders are only permitted to use the electricity supply for appropriate lighting, scales and tills and for other uses which are, in the reasonable opinion of the Borough Council, essential for the operation of their business as specified on the Trader's Licence Agreement.

22. WATER

- 22.1 Water is supplied on the market by the Council however it is essential that traders do not waste water, for example it is not acceptable to leave taps running. For six day traders they will be recharged for water used as per lease agreement as per sub meter readings.
- 22.2 Enforcement action may be taken for continued misuse of water.
- 22.3 Waste water should be disposed of within the tenants unit on the six day market. Two day and casual traders will need to confirm the method of dealing with any waste water prior to market days.
- 22.4 Each six day market trader must comply with legionella legislation and ensure that any required testing is undertaken and/or daily running of the water for the amount of time set out in the legislation. The council reserves the right inspect the water supply on each unit without prior notice if required and the supply should be accessible at all times.

23. LITTER AND TRADE WASTE

- 23.1 It is the sole responsibility of traders to ensure the safe management of waste in and around their stall.
- 23.2 The Borough Council will carry out the regular cleaning of the market area, and the drains, guttering around the canopy and gullies on the Market as necessary to maintain their effective operation.
- 23.3 Traders must ensure that their stall and any adjoining passages, whether used by them alone or in conjunction with other traders, are properly swept from time to time and shall ensure that litter is not allowed to accumulate.
- 23.4 Throughout the day traders must ensure the area surrounding their stall is cleaned and clear of all refuse and to ensure that all stalls and immediate areas are cleared of all refuse generated by their business at the close of business each day.
- 23.5 Traders must remove all trade waste from their stall and for six day traders must place their trade waste in the service yards and move at the end of the day to the market refuse and recycling warehouse.
- 23.6 Traders who produce food waste must dispose of it at the end of the day at the market refuse and recycling warehouse.
- 23.7 Traders must not put their trade waste in public litterbins.

- 23.8 Traders must comply with any new initiatives introduced to improve the recycling of trade waste on the markets as advised in writing by the Borough Council from time to time.
- 23.9 Traders must only use the market refuse and recycling warehouse for disposal of waste produced whilst attending the market and not for the disposal of any other waste.
- 23.10 If a trader does not dispose of and/or remove trade waste in accordance with this policy the Borough Council may remove the waste the trader hereby agrees to reimburse the Borough Council the reasonable cost of such removal and disposal.
- 23.11 Traders must ensure that any liquid waste is disposed of in the correct manner and that no spillage takes place when transporting from the unit to the disposal bins.
- 23.12 Traders are encouraged to reuse and recycle materials wherever possible, either through normal business activities or through appropriate refuse bins.

24. HEALTH AND SAFETY

- 24.1 Traders have a legal duty of care to maintain the health and safety of their employees, other traders and visitors to their stall and must comply with the Health and safety at Work Act 1974 and regulations made under the Act.
- 24.2 Traders must also comply with directions issued from time to time by the Borough Council with a view to maintaining or improving the health and safety environment on the Market.
- 24.3 All health and safety checks must be carried out in accordance with legislation and where documentation is required, provided to Great Yarmouth Borough Council accordingly.
- 24.4 Great Yarmouth Borough Council can from time to time check that you have the correct and up to date records relating to Health and Safety. Failure to produce these records may result in enforcement action being taken.
- 24.5 Where traders report to the Market Management Team a health and safety issue, this issue will be risk assessed and action taken in appropriate timescales depending on the level of risk.

25. FOOD STALLS

- 25.1 All traders operating food stalls shall comply with any legislation in force relating to their business including (but not limited to) the provisions of the Food Safety and Hygiene (England) Regulations 2013.
- 25.2 All traders operating food stalls must be registered with the appropriate local authority and be able to provide evidence of this on request.

- 25.3 It is expected that all food stalls are in receipt of a food hygiene award scoring three or above. If not the trader may find themselves open to action under section 29 of this policy
- 25.4 It is a legal requirement that all food business operators are in possession of a food safety management system and that all staff are trained to appropriate levels in food hygiene.
- 25.5 Fat disposal. Fat should not be flushed down the drain system and fat traps must be used and maintained on a regular basis. Each unit must have a fat trap which will be checked on an adhoc basis by the market officers Any trader that has either not got a fat trap where one is required or is not managing the fat trap appropriately by cleaning on a regular basis to ensure normal operation will be recharged the cost of clearing the drain system.
- 25.6 Tenants are encouraged to consider the waste products associated with their businesses. All disposals must be undertaken in an appropriate manner e.g. allowing liquid fats to solidify or using licensed waste carriers as appropriate. This should be extended to customers, where any instances of littering should be addressed.

26. CLOSURE OF THE TWO DAY MARKET

- 26.1 The Borough Council shall have the right to close the two day Market at their absolute discretion if they consider this to be necessary on the grounds of public safety.
- 26.2 The Borough Council's policy regarding cancellation of the two day market due to weather conditions is as follows:
- The Borough Council will monitor wind speed and direction each day prior to any Market in the Market Place using the UK National Weather Service provided by the Meteorological Office.
 - In the event of winds exceeding 24 mph constant velocity (not gusting) for a period exceeding one hour the Market will be cancelled either prior to the Market day or prior to opening on the Market day or during the Market day as conditions dictate.
 - However there may be times when the predication sit just below or above this wind speed. In these cases the Borough Council may apply some discretion as to whether a Market is cancelled. In these instances close monitoring of the weather will take place both through forecasting information and onsite. If this monitoring subsequently identifies unsafe conditions, the Market will be cancelled.
 - In the event of Snow, matters for consideration prior to cancellation will be Health and Safety of shoppers and traders, closure of public transport, closure of roads, distance of travel by traders amongst other considerations. These considerations will also apply to icy conditions.

- In the event of Flooding both localised from heavy rain or by ingress of floodwaters into the Town centre and or warnings by Emergency Planning Officers at Great Yarmouth Borough Council (GYBC) and Norfolk County Council (NCC) the market may be cancelled.

26.4 Where a Market has been cancelled prior to 12.00 noon on any Market day traders will be credited that days fees. This will be credited in the month following the cancellation.

26.5 Where it is clear that due to weather conditions the two day Market will not be able to open the day before the Borough Council will seek to notify traders of this decision by 5.00pm.

27 WORKS AFFECTING THE MARKET

27.1 Whenever possible, traders will be given prior notice of maintenance and other work on and around the Market which could affect their trading activities, with steps being taken to minimise any impact as appropriate.

27.2 From time to time works on the Market may take place outside of the control of the Borough Council. In this instance traders can report concerns to the Borough Council who will try to resolve as appropriate.

27.3 All traders must not undertake works which are considered noisy between the hours of 10am and 4pm

28. MOVEMENT OF TWO DAY AND OR CASUAL MARKETS

28.1 The Borough Council may from time to time require the movement of its market or individual stalls. Traders will be notified about any such changes as soon as appropriate alongside alternative options.

29. ENFORCEMENT PROCEDURES

29.1 For six traders the following procedure will apply alongside their lease agreement.

29.2 The following procedure relate to breaches of licence/lease conditions and or this Market Policy.

29.3 The Borough Council is able to issue verbal warnings, a note of which will be placed on the traders file. Written warnings can also be issued by the Borough Council for minor issues where a general improvement is being asked for. Again a record of this will be kept on the traders file. A verbal warning will be considered spent after a 6 month period if no further offences have been committed.

29.4 Serious matters that may require immediate action such as suspension or termination of licence/lease can only be taken with approval from a Senior Officer from the Borough Council (Head of service or above). Any such decision must be clearly documented and subject to the trader having an ability to lodge an appeal against the decision.

29.5 For all serious matters a formal hearing must take place, even if immediate action has been taken. For such a hearing at least three working days' notice

must be given to the trader. The Council will aim to undertake any formal hearing by 28 days from the matter being raised, and that if this period is extended the trader will be notified in writing to include the reasons why.

29.6 At the hearing oral and written evidence can be presented and cross-examination can take place in accordance with the principles of natural justice. All such hearings will be heard by a Senior Officer from the Borough Council who will have available to them the following actions

- No action
- First formal written warning
- Final formal written warning
- Termination of licence/lease with 28 days' notice
- Termination of licence/lease with no notice

29.7 All breaches will remain on the trader's record (as held by the Borough Council) for a minimum period of twelve months.

29.8 Examples of serious issues which may warrant immediate action including termination of Licence are

- Serious misconduct or dishonesty
- Assaulting a member of the public, a Borough Council Officer or another trader
- Verbal abuse, harassment, intimidation, discrimination or bullying towards a member of the public, Borough Council Officers or other trader(s)
- The trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other Enforcement Agency.
- The trader has persistently failed to make payment of the Licence fee
- The trader has failed to comply with the health and safety legislation affecting the Market sites or any Health and Safety requirements notified to the trader by the Borough Council.

29.9 Any complainant that instigates this procedure will be notified that this process has been implemented. However the direct outcome of this procedure will not be communicated by the Council to the complainant to ensure Data Protection legislation is complied with.

30. APPEALS PROCEDURE

30.1 Any trader subject to enforcement action outlined in Section 28 may appeal in writing to Strategic Director of the Borough Council (or such other officer as the Borough Council appoints) within

seven working days from, but not including, the day the trader is notified of the decision against which they wish to appeal.

- 30.2 The decision of the Strategic Director or other appointed officer shall be final in all respects. An appeal hearing will then be scheduled within 28 days from the appeal being lodged. For such a hearing at least three working days' notice must be given to the trader.
- 30.3 In considering any appeal the Strategic Director or other appointed officer will have regard to any relevant documentation and may interview such persons, including the trader in question, as he/she considers appropriate.
- 30.4 The result of the appeal and the reasons for the decision reached will be conveyed in writing to the registered address of the trader

31. COMPLAINTS

- 31.1 If you have a problem or complaint with regard to management of the market you should first contact the Borough Council and or the Head of Property and Asset Management. The internal complaints procedure must be followed first.
- 31.2 The complaints process has three prescribed stages. The process begins with an Informal (stage 1) complaint, if the issues raised are not satisfactorily resolved at this stage the complainant can escalate their complaint to a formal (stage 2) complaint. If the complainant remains unsatisfied with the response they receive at stage 2, they are able to escalate their complaint onto the final stage (stage 3) of the complaints process.
- 31.3 Informal (Stage 1) complaints are initial complaints that will be reviewed and answered at operational level by a Team Leader or Manager. The Team Leader or Manager will investigate the complaint and provide a full response to the Customer. It is envisaged that most complaints will be resolved at the stage.
- 31.4 Head of Service (Stage 2) complaints occur when a customer's initial complaint has not been resolved to their satisfaction at Stage 1 and the complaint therefore requires further investigation by a different person. These complaints will be considered at service level and answered by the Head of Service providing they have not been actively or directly involved in the initial complaint or response. Where this is the case the complaint will be passed to another Head of Service to answer. The Head of Service must review the response provided at stage 1 and conduct any further investigation required into the customer's case.
- 31.5 Director (Stage 3) complaints are for any complaints that could not be satisfactorily resolved at Stage 2 and warrant further investigation or review. These complaints will be considered by a Director of the Council who will conduct an independent review of the customer's complaint along with the previous replies provided to the customer and any other pertinent information. The Director will then undertake any supplementary investigations required to

enable them to issue a final response and decide if any remedial action is required.

- 31.6 Complaints can be responded to in writing, via a telephone call or email. If a customer has indicated a preference for one of the above means of communication a reply should be made using this, unless considering the type of complaint it is deemed more effective to use a different method of communication. Responses to Stage 1 complaints will be issued within 10 working days of the complaint being received. Stage 2 & 3 complaints may require a more in depth investigation and therefore responses will be issued within 20 working days of the complaint being received. If for any reason a response is unable to be issued within 20 working days, the Customer will be informed of the delay as soon as possible and provided with an estimated timescale in which they can expect to receive a full reply, with further updates given as appropriate.
- 31.7 However if you are still not satisfied the Local Government Ombudsman (LGO), may be able to help. The LGO can be contacted at:
- Local Government Ombudsman
The Oaks
No 2 Westwood Way
Westwood Business Park
Park Coventry
CV4 8JB
Phone: 024 7682 0000
Web: www.lgo.org.uk
- 31.8 Whistleblowing is the raising of a significant concern. These concerns may cover issues of injustice, malpractice or serious wrongdoings within the Council. The Council's whistleblowing Policy is designed to ensure that people know how to raise a genuine concern and that they can do so in the knowledge that they will not face reprisal for their actions. A copy of this Policy can be found at;

<https://www.great-yarmouth.gov.uk/policies>