

Thatcham, BerkshireMarket Regulations

Part One General Regulations

1. Trader Application

- 1.1. All traders must complete a trader's application form before commencing to trade at the market and any subsequent changes to the details/information provided therein must be notified to the company in writing.
- 1.2. Traders will be required to provide two forms of proof of identity and residence by way of domestic bill i.e. current gas/electric bill, bank statement showing name and address or other such proof, together with a passport size photograph of themselves to be attached to the application form.

2. Trading Days and Hours

- 2.1. Stalls must be operated and open for business at all times during the stipulated trading hours. Trading should not take place before or after the stipulated times which are for the time being:
Every Friday (with the exception of the first Friday of December) from 8.00 am
- 2.2. Any changes to these times will be notified either in writing or by notice placed in a prominent position on the market.
- 2.3. In the event of emergencies or severe weather conditions the market manager may at his/her discretion amend the trading times.

3. Attendance (Regular traders only)

- 3.1. Traders are to be in attendance on their allocated stall(s) by no later than 8.30am each market day.
- 3.2. Failure to attend the market by these times will result in the stall(s) being re-allocated for that day to a casual trader.
- 3.3. In the event of unavoidable delay due to illness, breakdown or other reasonable cause, the market manager may reserve the stall(s) at his/her discretion upon being notified in advance of the estimated attendance time and the reason for the delay. In situations where any trader **regularly** telephones the market manager to notify late attendance, the market manager may refuse to reserve the stall.
- 3.4. If, after requesting the market manager to reserve the stall(s) due to unavoidable delay, the regular trader then fails to attend, that trader will be liable for paying the casual fee that the stall would have attracted, but only in cases where casual traders have been turned away due to lack of space.

4. Trading Charges

- 4.1. All charges relating to the use of any stall, pitch or space and any ancillary services must be paid, on the first market day of each week in advance on demand in respect of regular traders, and daily on demand for casual traders.
- 4.2. The onus to pay all relevant charges and due accounts rests with the trader utilizing the stall(s) or other facilities.
- 4.3. Failure to pay any such charges will result in permission to utilize the stall(s) being withdrawn following the written warning procedure laid down in the Disciplinary,

Appeals and Grievances procedure in respect of regular traders, and refusal to attend the market on future occasions in respect of casual traders until such time as the debt has been fully paid.

5. Permitted Goods to be Sold and Changes to Licensed Commodities

5.1 Only those commodities contained in the application form and/or license are to be sold from the allotted stall(s). Any disputes concerning the commodities being sold will be determined by the market manager and any goods found not to be permitted for sale on any stall must be removed from display immediately.

5.2 Changes to permitted commodities sold by any trader will only be considered, if the proposed range of commodities is not being sold elsewhere on the market by any other trader, and only in respect of traders who have been regular traders for one year or more.

5.3 A regular trader wishing to change the type of commodities being sold to a line already represented on the market must firstly terminate their existing licence in writing and stand the market as a casual trader until such time as another regular stall is allocated to them in accordance with the established allocation procedure.

5.4 Any requests to change the nature of commodities being sold by any trader or any changes to the license terms whatsoever requires the written consent of the company, and if such requests are agreed they will be liable to an administrative charge, which for the time being will be £10.00 plus VAT.

6. Absences (open markets only)

6.1 In a period of likely prolonged absence on medical grounds the market manager may determine, in consultation with the trader or his/her representative to terminate the trader's license in order that arrears do not accrue. In such circumstances, every effort will be made to find alternative stall space if and when the trader is able to return to the market.

6.2 Un-notified Absence

1. Any regular trader absent from the market without notifying the market manager (with the exception of urgent reasons) will be charged full stall charges for the period of absence.

2. Any regular trader absent from the market (with the exception of urgent reasons) for a period exceeding two weeks will be deemed to have terminated their use of the allotted stall(s) and such stall(s) will be liable to be re-allocated.

7. Public Liability and Employees Liability Insurance

7.1 All traders attending the market must have Public Liability Insurance protection and the details and proof of such cover must be shown to the market manager before commencement of trade and such proof must be provided on demand and annually.

7.2 All traders who employ other persons are required to hold Employee Liability Insurance protection and details should be shown to the market manager where applicable.

8. Traffic on Market Premises

8.1 All vehicles entering the market must only use the approved entrances and exits.

8.2 No vehicle should exceed 5mph on the market or approaches thereto.

- 8.3 All vehicles and trailers must be removed from the market by 8.30am and should not be brought back onto the market until 4.00pm, without the express permission of the market manager.
- 8.4 Vehicles and trailers when not on the market ground must be parked in the suggested parking areas or other available parking areas and should not be parked on surrounding roadways or access roads. (The suggested parking area for market traders is Brownsfield Road car park) All car-parking fees applicable are the sole responsibility of the market trader.
- 8.5. Vehicles must not be parked in such a manner as to obstruct other users of the market and must be removed at the request of the market manager.
- 8.6 Vehicles on the market or approached thereto must only be driven by qualified drivers holding a full motor vehicle license.

9. Alterations, Fixtures and fittings

- 9.1 No alterations, fixings or permanent fittings are to be made to any part of a stall without written consent of the company.
- 9.2 All traders must use the allocated stalls in full compliance of the rules and regulations of the market and any license agreement and should not damage, alter or extend the stall. Any trader found to have damaged any part of the market or stall or made any unauthorized alterations shall be liable to repay the company in full any cost of repair of returning the stall to its original condition.

10. Electrical Supply/Installation

- 10.1 No alterations or installations are to be made to the electrical supply or equipment and traders must not illuminate a stall by any other means than that provided or recommended without the written consent of the company. Any such requests to make changes must be in writing and include relevant details and drawings provided by the qualified electrical contractor who will undertake the works if approved.
- 10.2 Any authorised electrical work of any kind must comply with and be carried out in accordance with the current schedule of the Institute of Electrical Engineers.
- 10.3 The market manager will advise on the electrical capacity of each stall for lighting purposes following consultation with and approval of Thatcham Town Council. No electric fires are to be used.

11. Cleaning

- 11.1 All traders are responsible for ensuring that the area in and immediately around their stalls is kept clean and tidy and that debris and refuse is cleared away during the course of the day and also at the end of each trading day. All traders are responsible for the removal of their own refuse.
- 11.2 Food traders are responsible for ensuring the cleanliness of their allotted stalls at all times in compliance with Food Hygiene legislation in force at that time.
- 11.3 Food traders are responsible for the disposal of all offal or waste food which must be stored in sealed containers and removed from the market for disposal. Offal must not be disposed of in the market refuse receptacles.

12. Obstruction

12.1 No goods or boxes are to be placed in the public passageway or in other areas of the market so as to obstruct the free passage of other users of the market or to obstruct the display of another trader.

13. Building Out

13.1 Goods may be displayed within the defined limits of the stall which may include an area in front of or at the side of the stall structure and which will be delineated by a white line; no goods are to be displayed beyond this line.

13.2 Goods may be displayed above counter height but only in such a way as not to obstruct or obscure other traders. The market manager, in order to ensure a good market atmosphere, may use his/her discretion as to the extent of display above counter height in any causes of complaint or dispute.

14. Displaying Name and Address

14.1 All traders must display their names and address on their allotted stall(s). **It is recommended that for security reasons you show a business address i.e. your stall number and market and not your home address.**

15. Public Liability Insurance

15.1 All traders must have public liability insurance before attending the market to trade, and will be refused permission to attend the market until such time as such protection has been secured.

15.2 Any trader failing to show proof of public liability insurance will be deemed to be without such protection and will not be permitted to attend the market until such time as proof is provided.

16. Transfer of Stall License

16.1 Any license whether verbal or written, giving permission to utilize any stall or trading space at the market, is personal to the individual and is not assigned, transferred or sublet in part or in whole and any trader found to have done so will be deemed to have terminated any license agreement and will be refused permission to attend the market in future.

16.2 Any unauthorised trader found to be trading from any stall or trading space without consent of the market manager will be removed from the market.

16.3 Stall licenses will be considered for transfer subject to suitable documentary evidence being produced, between father, mother, son, daughter, sister, brother, husband and wife.

17. Display of Placards, Posters or Notices

17.1 No trader will display any placard, poster or notice without consent of the market manager and must not display any literature which may cause offence.

18. Fire Prevention

18.1 No refuse or combustible material must be allowed to build up in or around any stall and should certainly not be placed near electrical fittings.

18.2 No hazardous substances or chemicals or inflammable substance should be stored on the stall.

19. Evacuation

- 19.1 In the event of fire, bomb threat or such potentially serious incident which requires the immediate evacuation of the area, instructions will be given by the market staff.
- 19.2 All traders are advised to make themselves aware of the evacuation system in place at the market and, on being requested to evacuate, should leave the market without delay and where possible and without danger to yourself or others, assist in directing customers to the determined points of exit.

20. Compliance

- 20.1 All traders must comply fully with all the rules, regulations and legislation in force at the time and with all terms and conditions of any license agreement when attending the market and must comply with all requests of the market manager.

Market Privacy Notice

When you apply to have a stall at Thatcham Town Council's Friday market the information you provide (personal information such as name, address, email address, phone number and payment details) will be processed and stored so that it is possible to contact you and respond to your correspondence, provide information, send invoices and receipts relating to your participation in the market. Your personal information will not be shared or provided to any other third party.

The Councils Right to Process Information

Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

Information Security

Thatcham Town Council cares to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. This is done through appropriate technical measures and relevant policies.

We will only keep your data for the purpose it was collected and only for as long as is necessary. After which it will be deleted.

Your Rights

Access to Information

You have the right to request access to the information we have on you. You can do this by contacting our Data Information Officer at: enquiries@thatchamtowncouncil.gov.uk

Information Correction

If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: enquiries@thatchamtowncouncil.gov.uk

Information Deletion

If you wish Thatcham Town Council to delete the information about you when you no longer require a pitch at Thatcham market, please contact: enquiries@thatchamtowncouncil.gov.uk

Right to Object

If you believe that your data is not being processed for the purpose it has been collected, you may object: Please contact enquiries@thatchamtowncouncil.gov.uk

Rights Related to Automated Decision Making and Profiling

Thatcham Town Council does not use automated decision making or profiling of personal data.

To Sum Up

In accordance with the law, we only collect a limited amount of information about you that is necessary for correspondence, information and service provision. We do not use profiling, we do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We constantly review our Privacy Policies to keep it up to date in protecting your data.

Complaints

If you have a complaint regarding the way your personal data has been processed you may make a complaint to Thatcham Town Council Data Information Officer: enquiries@thatchamtowncouncil.gov.uk and the Information Commissioners Office casework@ico.org.uk Tel: 0303 123 1113.