

Burton Market Hall

Management Regulations

Prepared: Quarterbridge Project Management Ltd

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1. Compliance with regulations

1.1 The management regulations have been prepared for the benefit of all stallholders within the market hall. In return for compliance with the regulations and the terms of their lease or licence all stallholders shall be treated with courtesy by management, given active support and encouragement to develop their businesses and benefit from the promotion of the market. All stallholders shall be entitled to the benefit of these regulations and their enforcement.

1.2 Stallholders shall ascertain and comply with all statutory legislation pertaining to their business, including the Health & Safety at Work etc Act, Employment legislation and Food Hygiene & Safety legislation. Stallholders shall ensure all their staff, servants and agents acting upon their behalf complies with same.

1.3 Stallholders shall comply with any fresh food operating guide and health & safety guide issued by the management and shall afford full co-operation with duly authorised environmental health and / or food safety officers and trading standards officers.

1.4 Stallholders should not do anything which causes any obstruction in or damage to any sink, drain, sewer, gutter, gully, pipe, channel, watercourse or duct in the Stall or in the Market, nor discharge therein any oil or grease or any deleterious, objectionable, dangerous, poisonous or explosive matter or substance and in the event of such an act, Market Management reserves the right to levy the cost of repair, clearance or replacement of the same against the stallholder which shall be payable immediately.

1.5 Stallholders should not interfere with or obstruct or attach anything to any ducting, sprinkler pipes, drainage pipes, wiring or conduits and not without the consent in writing of the Landlord to interfere with or obstruct or attach anything to:

1.5.1 Any pillar or support of the Market Hall located within the Stall, or

1.5.2 Any part of the external structure of the Stall and not to interfere with or obstruct or attach anything to the internal structure of the stall.

1.6 These regulations shall be read in conjunction with any lease or licence agreement, and in the event of conflict between same the occupational agreement shall prevail. These regulations shall apply to every stall except where otherwise stated.

1.7 Stallholders shall forthwith comply with all directions issued by the market manager or his nominated representative.

1.8 The landlords reserve the right to waive, alter or add to the management regulations.

1.9 If at the end of the term (howsoever determined) any property of the tenant remains on the stall, the landlord may remove it to a safe place.

1.10 Following determination of the term in the event the Tenant has not collected within 14 days (time being of the essence) any part of the property remaining on the stall in accordance with clause 1.9 such property shall belong to the Landlord who may sell it and retain the proceeds and the Tenant shall have no interest in such proceeds.

1.11 The Stallholder shall not to place or leave anything in the market Common Parts or otherwise obstruct them and to indemnify the Landlord against any damage that may arise by reason of the Market Tenant’s breach of these covenants including costs of the removal of the obstruction.

1.12 The Stallholder should notify the Landlord of any defect in or want of repair to the Stall, which does or might reasonably give rise to an obligation or duty on the part of the Landlord to forthwith notify the Market manager.

2. Evidence of identity

2.1 All stallholders shall provide evidence of identity (e.g a passport), 2 no. passport size photos, proof of residence, i.e. a recent utility bill, VAT registration document (if appropriate) company registration document (if appropriate) and confirmation of insurance cover (see requirements below). Comparable information shall be provided for any manager appointed to run a stall. Original documents must be provided.

2.2 Copies will be kept for management records only and will not be divulged to any third party.

3. Requirement for insurances

* 1. Stallholders shall maintain valid insurance cover at all times for a minimum of £5,000,000 third party (public) and products liability, plus employers liability cover for a minimum of £10,000,000 with an indemnity for both extending to the Landlords as principal. A copy of the stallholder’s current public liability insurance certificate shall be supplied to the management.

3.2 Stallholders are advised that membership of the National Market Traders Federation may provide such insurance cover at preferential rates. There is no requirement to be a member of the federation. Details of other insurers may be available from the market manager. A notice confirming the stallholder’s current insurances shall be prominently displayed on each stall.

3.3 Responsibility for all stock, personal effects, fixtures and fittings shall lie with the stallholder and the landlords accept no responsibility for liability in the event of any claim for the above. Stallholders are recommended to obtain adequate insurance to cover against theft, fire, damage etc.

4. Hours for access, trading hours and Sunday trading

4.1 Access for stallholders to the market hall outside of normal trading hours shall be controlled by the market manager.

4.2 Access for the public will be during all advertised opening hours for each trading day, subject to variation at the managers discretion for late night or Christmas trading etc.

4.3 Opening hours may be changed at the management’s discretion e.g. to reflect a change in public shopping patterns.

4.3 Stallholders shall ensure their stalls are stocked, staffed and open for trade with a proper display during all advertised opening hours & days.

4.4 No trucks, barrows or other forms of carriage shall be permitted in the public aisles between the hours of 10.00am and 4.00pm.

4.5 In the event of persistent non-compliance the landlords reserve the right to terminate the occupational agreement.

5. Permitted product sales

5.1 Stallholders shall restrict their products to the permitted product sales identified within their occupational agreement. Should a stallholder wish to introduce a new line then he should apply to the market manager for a variation which the market manager may grant, at his absolute discretion, following consultation with the landlord.

5.2 Disputes over permitted lines shall be advised to the market manager who will adjudicate. Stallholders in breach will be formally notified, with the management reserving the right to terminate the occupational agreement in the event of persistent non-compliance.

6. Payment of rent, tolls and/or charges

6.1 Stallholders shall pay all lease rents or licence fees weekly in advance by direct debit or standing order to the landlords nominated bank account, together with all and any VAT due upon same.

6.2 The charges shall be as stipulated in the occupational agreement and comprise the occupational rent or fee, plus the estimated annual service charge contribution, calculated in accordance with the occupational agreement and levied pro rata on a weekly basis. The service charge contribution shall be reconciled and adjusted at the end of each accounting year.

6.3 In addition the stallholder shall reimburse to the landlords within 14 days of demand any charges discharged by the management in respect of all or any business rates and electricity, water and/or gas supplies etc. specific to the stall.

6.4 Late payment shall attract interest at 4% per annum above the National Westminster Bank rate, and failure to pay within 14 days of the due date shall be deemed a breach of the occupational agreement and grounds for reposesssion.

7. Extent of demise

7.1 The stallholder shall conduct his business from within the demise and not beyond its boundaries.

8. General requirements

8.1 Stallholders shall comply with the requirements of any Customer Care Charter operated by the management.

8.2 Stallholders shall clearly display on their stall|(s) a sign indicating their name and business address in clearly legible letters no less than 50mm high and an A4 laminated traders card supplied by the market manager showing their trading name and number.

8.2 The entire market hall and service yard including any outbuildings and shelters is designated as a non-smoking area.

8.3 No vehicle shall be parked in the loading bay area except for loading and unloading purposes, and then for no longer than is reasonably necessary to complete the task. Smoking or the use of naked lights or the transfer of fuel is expressly prohibited anywhere within the loading bay area for fire safety reasons.

8.4 Any vehicle entering the loading bay must be insured, taxed, roadworthy and have a valid MOT certificate (if appropriate). Vehicle engines shall be switched off whilst using the loading bay.

8.5 The drivers of vehicles in the loading bay shall comply with all directions of the market manager forthwith. From time to time access may be restricted for reasons of safety or to alleviate congestion.

* 1. Stallholders shall not do or allow to be done any act that might render the landlord’s insurances void or voidable.

8.7 Stallholders shall familiarise themselves with the market fire alarm and emergency evacuation procedures and ensure their staff are likewise instructed. Stallholders shall comply with all practice drills and ensure all aisles and escape routes are kept clear of stock and obstructions at all times. Stallholders shall not interfere with or obscure any fire detection devices, sprinkler heads or escape doors.

8.8 No flammable liquid, bottled gases, explosives, firearms, fireworks, flammable materials or noxious or potentially hazardous materials or substances shall be brought into the market except with the express prior written consent of the market manager and at his absolute discretion, which permission may be withdrawn at any time. Any direction from the market manager to remove such items shall be complied with forthwith.

8.9 No naked lights or cooking appliances shall be brought into or operated within the market except with the express prior consent of the market manager and at his absolute discretion, which permission may be withdrawn at any time. Any direction from the market manager to remove such items shall be complied with forthwith.

8.10 No animals or birds shall be brought into the market except in accordance with a permitted product sales line.

8.11 Stalls and product displays shall be presented in a clean and tidy manner.

8.12 Stallholders shall be neatly dressed and well presented.

8.13 Stallholders shall be polite and courteous to all members of the public, management staff and other stallholders at all times. Stallholders shall not use or allow to be used any part of the stall so as to cause annoyance, nuisance or inconvenience to the occupiers of other stalls or users of the market.

8.14 Stallholders and their staff shall take reasonable and proper care in the use of all communal fittings apparatus and facilities, including preparation room(s), loading bays(s) refuse disposal facilities, locker rooms, toilets and wash hand basins and leave them clean and tidy after use.

8.15 Music or musical instruments shall not be played except at the absolute discretion of the market manager, whose consent may be withdrawn at any time.

8.16 Stallholders shall not display any product or literature that in the opinion of the market manager is offensive or obscene or likely to cause offence. Any direction to remove same shall be complied with forthwith.

8.17 Stallholders shall not bring or consume alcohol anywhere on the premises

8.18 No alteration to the structure or services supplying a stall shall be made except with the express permission of the market manager. Stallholders shall ensure their stall remains in good order and condition and shall remain responsible for its repair and maintenance.

8.19 Stallholders shall store refuse and waste in a hygienic container within their stall during trading hours and remove same to the communal refuse disposal point only after close of trading unless written authority is received from the market manager to make other arrangements.

8.20 After close of trading all stalls shall be thoroughly cleansed and any perishable stock shall be removed from open display into refrigerated overnight storage, or otherwise protected against contamination.

9. Grievance Procedure

9.1 In the event of a grievance between stallholders or with market management, the stallholder must contact the market management in writing outlining the issue.

9.2 Market management will gather relevant facts regarding the cause of the grievance and hold meetings with the parties involved.

9.3 Following which and once all of the facts have been obtained; market management will suggest a course of action to resolve the grievance. The action will be issued in writing to each party.

9.4 If required and within 7 working days market management will hold follow up discussions with each party to confirm the course of action is working.

9.5 If the complainant does not agree with the decision they have 14 working days to appeal the findings in writing to a Quarterbridge Project Management Ltd Director for review.

9.6 The Director will investigate and issue their findings in writing to the complainant and East Staffordshire Borough Council.

9.7 If the complainant still feels that their grievance has not been investigated thoroughly they have 14 working days to appeal to East Staffordshire Borough Council in writing.

10. Glossary of terms

**Landlord**: East Staffordshire Borough Council

**Market Manager**: The person appointed by the landlord to operate the market.

**Market Management**: The regional operations manager, the market manager or his appointed deputy.

**Trader(s)**: The person(s) named on the lease or licence.

**Employee**: Any person who serves in a stall on behalf of the leaseholder.

**Premises:** Land that is under the direct control of East Staffordshire Borough Council

**Term**: The duration of the Stallholder’s Occupational Agreement

**Occupational Agreement**: The document that permits the holder to trade within Burton Market Hall