

NORTHUMBERLAND

Northumberland County Council

Operating Rules for Markets

Market Conditions

1. a. "The Council" means Northumberland County Council.
 - b. "Market" means the offer of goods for sale by one or more traders from the Market Place
 - c. "Market Place" means the areas where Markets are situated respectively in the locations determined by the Council.
 - d. "Market Officer" means any officer authorised by the Head of Neighbourhood Services who exercises general management, supervision and control of the Market.
 - e. "Pitch" means the place or space in the Market Place where the trader is stationed containing the agreed stall or number of stalls, allocated to the individual trader from time to time and pitches shall be construed accordingly.
 - f. "Stall" means any structure, standing bench, table, place or space and any vehicle or trailer used or intended to be used for the display or sale of goods.
 - g. "Fittings" means any freestanding structure or additional attachments used for displaying goods, not normally comprising of the makeup of the stall.
 - h. "Goods" means provisions, commodities and articles brought into the Market for the purpose of display or sale.
 - i. "Trader" means a person trading, or seeking to trade, at the Market Place.
2. These Regulations govern the use of Market pitches in all Market Places by traders and include any Additional Local Market Conditions that are introduced for an Individual Market Place. Additional Operating Rules for any named Market form part of these regulations for that Market.
 3. These Regulations govern the use of Market pitches in the Market Place by traders. Any person who trades from the Market Place will be deemed to have accepted these Conditions. Any trader who contravenes any of the Conditions or Byelaws relating to the Market may be refused permission to trade in the Market (see also Conditions 32, 33 & 34).

Market Days and Times

4. The Markets shall be open for trading as follows. However, they may be cancelled at the discretion of the Council due to extreme weather conditions, special events or other similar circumstance.

Market	Day	Location	Start Time	Set-up Time
Ashington	Tuesday	Station Road, Ashington	9am-4pm	From 7am
Bedlington	Thursday	Market Place, Bedlington	9am-4pm	From 6am
Berwick	Wednesday & Saturday	Marygate Charter market	9am-4pm	From 6am
Blyth	Wednesday, Friday & Saturday	Market Place, Blyth NE24 1DP	9am-4pm	From 6am
Haltwhistle	Thursday	Market Square, Haltwhistle	9am-4:30pm	From 6am
Hexham	Tuesday	Market Place, Hexham	9am-4:30pm	From 6am
Hexham Shambles Market	Monday to Saturday	The Shambles, Hexham	9am-4:30pm	From 6am
Morpeth	Wednesday	Market Place, Morpeth, NE61 1HG	9am-4:00pm	From 7am
Morpeth Farmers Market (additional guidance)	1 st Saturday of the month	Market Place, Morpeth, NE61 1HG	9am-3pm	From 7am
Ponteland	Friday	Merton Way, Ponteland	9am-4pm	From 6am
Prudhoe	1st Saturday of each month	The Glade, Front Street	9am-2pm	From 6am

5. Market days may be varied by the Council by virtue of public holidays and shall not be held on Christmas Day, Boxing Day or New Year's Day. Additional or extended markets may be held at the discretion of the Council.
6. No person shall bring any goods into the Market Place for the purpose of sale prior to 7.30 am and must vacate the Market Place by 5.30 pm (4.00 pm for Farmers Market).
7. All traders' vehicles (other than a unit solely intended for the display or sale of goods) must be removed immediately it has been unloaded unless express permission for siting a vehicle on the Market Place has been given by the Market Officer in advance. Vehicles must not be parked in the Market Place between the hours of 9:30 am and 3.00 pm without the express permission of the Market Officer (see also Regulation 21).

Fees

8. Market fees shall be set annually by Northumberland County Council.

9. Except as hereinafter provided all Market fees shall be payable on market days on demand to the Market Officer. If for any reason the Council does or cannot collect market fees on market days traders will still be required to pay for each market day they trade.
10. For regular traders who wish to retain their pitches and who do not pay in advance notice of non-attendance should be given to the market officer 48 hours prior to the start of the market. Failure to provide sufficient notice may incur up to 100% charge of the normal pitch fee for each occurrence. For the avoidance of doubt there will be a non-attendance charge for any market where the Council erects stalls.
11. A trader may elect to pay Market fees up to 12 months in advance. A trader who makes payment in advance will be entitled to: -
 - (a) use of the same pitch (“their usual pitch”) on each week for which payment has been made (save in exceptional circumstances) and subject to condition 13
 - (b) 1 week’s holiday per each 3 month period for which payment has been made, up to a maximum of 4 week’s holiday in any 12 month period.
12. A trader who makes a payment in advance is expected to attend the Market on each day for which payment has been made. Traders should, unless prevented by a good reason, inform the Market Officer beforehand of their intention not to stand on any particular day or when holidays are taken. Any trader who does not attend the Market for a consecutive period of 3 weeks (not including holiday weeks) will be held to have abandoned the Market and any advance payment will be forfeited by them (save in exceptional circumstances, where a pro rata refund may be made, subject to the retention of an appropriate amount to cover the Council’s administration costs).
13. A trader who pays in advance shall only be entitled to have their usual pitch held until 8.30 am on Market days save in exceptional circumstances by arrangement with the Market Officer. After that time the Market Officer may re-allocate the pitch to any waiting trader. Any trader who has paid in advance but arrives at the Market after his usual pitch has been let will be allocated an alternative pitch, subject to availability. No refunds will be given if an alternative pitch is unavailable.
14. Where a trader has paid in advance, the Council reserves the right to give appropriate written notice to terminate that arrangement (save where Conditions 33 and 34 apply where the Council will be entitled to terminate the arrangement without notice and no refund will usually be given). On such termination the Council will repay to the trader a proportionate part of any advance payment made by him. An appropriate notice shall be deemed to be –
 - (a) where payment has been made 12 months in advance – 2 months notice
 - (b) where payment has been made more than 1 month but less than 12 months in advance – 1 months notice

- (c) where payment has been made less than 1 month in advance – 1 weeks notice

Occupation of Pitch

- 15. Traders shall occupy only the pitch or positions allocated to them by the Market Officer.
- 16. No person shall use more than one pitch in the Market on the same day except with the prior consent of the Market Officer.
- 17. The allocation of a pitch in the Market by the Market Officer is personal to the trader who must NOT permit anyone else to occupy that pitch apart from their employees. The trader shall be responsible for the acts and omissions of their employees or agents whilst on the Market Place.

Trading Details

- 18. Traders must inform the Market Officer of their full names and addresses and must advise them of any changes to this information. Traders consent to the Council supplying their names & addresses to any person who makes a written request to the Council for such information.
- 19. Traders are required by Trading Standards to display their trading name and prices clearly on their stall. If you want more information or advice about trading standards please contact Northumberland County Council's Trading Standards on (01670 623870) (For out of normal office hours this number has a voicemail facility) Fax: (01670 626059) e-mail: tradingstandards@northumberland.gov.uk

Prevention of Obstruction and Nuisance

- 20. Traders shall not place goods beyond the boundaries of their pitch as allocated by the Market Officer either on the ground or hanging.
- 21. Trader's vehicles and/or goods delivery vehicles may only be brought into the Market in such a manner as will cause no obstruction to any public road, pavement or footway used by the public nor inconvenience to other stallholders or the occupiers of any premises adjoining the Market and may not stand for longer than is reasonably necessary for loading or unloading goods. (see also Regulation 6).
- 22. Traders must not hawk or carry about any article for sale around the Market. All goods for sale must be sold from the traders pitch.

Hygiene, Safety and General Legal Requirements

- 23. Traders shall keep their stalls and fittings and the space below and adjoining the stalls clean, tidy and free from litter.

24. Every trader shall as often as is necessary, during any day on which the allocated pitch is used for the sale of goods and before he leaves the Market, cause all refuse from his trade or business to be removed and the area occupied by him cleansed to the satisfaction of the Market Officer. Without prejudice to any liability that there may be under the Environmental Protection Act 1990 or Market Byelaws, if a trader fails to comply with these Conditions the Council may remove the refuse and cleanse the area aforementioned and the trader shall be liable to pay the Council's costs thereby incurred.
25. You must obey all relevant laws including Food Safety Regulations if these apply to your activity at the market. If you want more information or advice about food safety, please ring Environmental Health on 0345 600 6400. You must be able to prove that you have registered your food premises. You are required to display your food hygiene rating each time you are licenced to trade.
26. All stalls shall be constructed and maintained in a thoroughly safe manner and in good repair to the satisfaction of the Market Officer and/or Council Safety Officer.
27. The Council disclaims all liability for accidents caused by, or arising from the disrepair, condition or construction of any stall not owned by it.
28. The trader shall comply with all relevant Health and Safety Legislation.
29. Traders shall comply immediately with all reasonable directions of the Market Officer.
30. Traders are responsible for removing their own rubbish. It is an offence under Sections 33(1)(a) and 33(6) of the Environmental Protection Act 1990, as amended, to deposit waste, or knowingly cause or knowingly permit a deposit of waste, onto land that is not permitted for that purpose. This includes the "tipping or dumping" of waste by any traders. The Clean Neighbourhoods and Environment Act 2005 contains a number of provisions relating to fly-tipping, including increasing the penalty on conviction to a maximum fine of £50,000 and/or up to five years of imprisonment. Those convicted of fly-tipping offences can now be made to pay the costs of enforcement and investigation, as well as the clear-up costs. Please be in no doubt that it is the policy of this Authority to prosecute offenders.

Insurances

31. All traders shall hold a valid public liability insurance policy for claims up to £5,000,000 and the Market Officer shall be at liberty to call for and inspect such policy of insurance. Photocopies or facsimiles are not acceptable.

Goods Offered for Sale

32. Stallholders shall offer for sale from their stalls only those goods approved beforehand by the Market Officer. Any trader changing goods offered for sale without the approval of the Market Officer shall be deemed to be in breach of these Conditions.

The following lines are expressly prohibited and must not be sold on the market:-

- Combat knives
- Martial Art Weapons eg tonfa, nunchaku, sai daggers, bo staff, throwing stars etc
- Air Guns
- Catapults
- Cross Bows
- Tobacco
- Drugs and ancillary equipment, which could be construed as having use in the taking of drugs
- Alcoholic drinks unless a premises licence or Temporary Events notice is in place for such activity
- Pet animals, or fish or livestock
- Fireworks
- Second hand electrical goods

33. Additional lines may be expressly prohibited by the Market Officer if those lines are not compatible with the type of market experience the Council are trying to achieve for that market. The Market Officer shall inform Traders of any changes to permitted lines in writing and shall give 4 weeks notice of any change.

Breach of Market Conditions and Market Byelaws

34. The stallholder is to be fully aware of current legislation and comply fully in the sale of their goods i.e. proper, labelling, weights and measures act etc. All allocations of pitches or stalls are made on the express understanding that they may be terminated forthwith by the Market Officer in the event of any contravention by a trader of these Conditions or of any Byelaws relating to the Market.

Current Trading Standards guidance can be found at <http://www.tradingstandards.gov.uk/northumberland/>

35. Traders who are in breach of these Conditions or the Market Byelaws shall be subject to the Council's Disciplinary Code for Markets. This code applies to all aspects of the traders conduct whilst on the Market Place. A copy of this code is issued to all traders at least annually and immediately in the event of any breach of the Market Conditions or Market Byelaws.

Complaints

36. Any complaint concerning the Market Conditions, Byelaws, the operation of the Market, or the directions of the Market Officer must be made in writing to the Market Officer or the Head of Neighbourhood Services and will be investigated in accordance with the Council's Complaints Procedure.

Miscellaneous

37. Any reference within the Market Conditions or Market Byelaws to an Act of Parliament or regulation shall refer to that Act or regulation as it applies and any later amendment.

Disciplinary Code for Markets

1. This Code is to be read in conjunction with the Market Byelaws (“the Byelaws”) and the current Market Conditions (“the Conditions”). Any reference to a Condition means a Condition which forms part of the Conditions.
2. This Code applies to any breach or alleged breach of either the Byelaws or the Conditions. Where any person wishes to raise a complaint about the application of this Code, the procedure set out in Condition 34 shall apply.
3. Where, in the reasonable opinion of the Market Officer, a trader has acted in breach of the Byelaws or the Conditions, the Market Officer will within 7 days of the Market Officer becoming aware of the breach serve a written notice on the trader setting out -
 - a. the Condition(s) or Byelaw(s) alleged to have been breached
 - b. the reason why the Market Officer believes there has been a breach (including details of any evidence which supports that belief and copies thereof)
 - c. the sanction that the Market Officer recommends
4. A trader who receives notice of breach will have a period of 7 days to provide a written response to the Market Officer. The written response will set out –
 - a. Whether or not the trader accepts that there has been a breach
 - b. Where the trader does not accept the breach, the reasons for that belief
 - c. Where the trader does accept the breach, any mitigating circumstances relevant to the breach and details of any steps which the trader intends to take to minimise the breach or to prevent it recurring
 - d. Any other comments that the trader wishes to make (e.g. on the recommended sanction)
5. The Head of Neighbourhood Services (or their authorised deputy) will consider the Market Officer’s written notice, together with the trader’s response (if any). The Head of Service may request further information from either the Market Officer and/or the trader and, if any further information is provided, the other party will have the opportunity to comment on it.
6. The Head of Service will provide a written decision within 21 days of the date of the notice of breach (save where he has requested further information, in

which case his decision will be given within 21 days of that information being supplied or refused). The Head of Service will make a decision on the balance of probabilities.

7. On making their decision, the Head of Service may determine either –
 - a. That the breach has not been proven
 - b. That the breach has been proven but that no sanction is appropriate
 - c. That the breach has been proven and that a sanction is appropriate

8. The Head of Service may impose the following sanctions –
 - a. Trader prohibited from trading at any Northumberland Markets for any period of up to 3 years
 - b. Final written warning to trader, stating that any further breach will result in the trader being prohibited, in accordance with a. above
 - c. Written warning to trader, outlining breach and steps, which the Council would expect the trader to take to prevent any further breaches recurring.