

## **ROMFORD MARKET**

### **MARKET MANAGEMENT RULES AND REGULATIONS**

Issued September 2014

Romford Market stands on private land (the “Market Plain”) owned and controlled by the London Borough of Havering in Market Place, Romford. It is a “general” Market selling a wide range of goods. These rules and regulations apply to all traders on the general Market and to the separate Market that stands on North Street, Romford selling antiques and bric-a-brac and other general goods.

These rules and regulations have been devised in the best interests of estate management of the Market as a whole and all Traders, Shoppers and the Landlord. They will be enforced as such and must be read in conjunction with Licence Conditions. Attendance on the Market is deemed to be acceptance of these regulations and all Traders are required to comply with same as a condition of their occupation. In the event of any conflict of interpretation the licence conditions shall take precedence. In the event of any dispute concerning application of these regulations the decision of the Landlord’s representative will be final. In this document the terms “Trader” and “Stallholder” are interchangeable and the term “Landlord” means the London Borough of Havering and its duly-authorised representatives, i.e. the Market Manager and his/her staff.

Details of the stall layout, pitch sizes and tolls payable are available from the Market Management Office at Tollgate House, 96/98 Market Square, Romford, Essex RM1 3ER telephone 01708 433324 / 434112 / 434118

These regulations may be amended or supplemented in such manner and to such extent as the Landlord may in its absolute discretion from time to time determine. Traders are required to familiarise themselves - and their Employees, Agents and Contractors - with the Regulations.

#### **1. COMPLIANCE REQUIREMENTS**

- 1.1 Traders on the Market are required to comply with and ensure compliance by their Employees and other persons acting upon their behalf with the provisions of their licence, these management regulations, and all Acts of Parliament, statutory regulations, byelaws or rules and regulations made by a competent authority or notified by the Landlord.
- 1.2 Traders are required to conduct themselves in a manner which does not cause a danger, annoyance, nuisance or impediment to any other persons, Traders, Members of the Public or Landlord’s representatives. This requirement precludes Traders using threatening and/or abusive behaviour and/or foul language or drunkenness whilst attending the market.

- 1.2.1 Goods that are counterfeit, offensive or dangerous may not be sold on the Market.
- 1.2.2 Traders are required to comply with the directions of the Market Manager at all times.
- 1.5 Traders are required to comply with any supplementary rules or regulations as may be notified by the Landlord by way of general notice or declaration from time to time.

## **2. TRADING DAYS**

- 2.1 Trading days are: Wednesday, Friday and Saturday of each week and such extra days as the Landlords may direct.
- 2.2 The Market will be closed on Christmas Day and Boxing Day.
- 2.3 The Market may trade on extra days during the Christmas period as the Landlord may direct.
- 2.4 Licensed Monthly Traders who are not otherwise already accredited by the Market Office as being sick or on holiday and are unable to attend on a Trading day must give at least 48hrs notice to the Market Office in respect of a proposed absence of one or more days and seven days' notice for an absence of one week or more.

## **3. HOURS OF ACCESS AND TRADING**

- 3.1 Access for setting-up stalls shall be no earlier than 0500 hrs on the day of trading.
- 3.2 All licensed stalls shall be occupied by 0830 hrs. After that time the Landlords will allocate unoccupied stalls to other licensed traders or any casual trader wishing to stand on the Market. If an unoccupied stall is subject to a monthly licence then the licensee will remain liable for payment of the fee for that day notwithstanding his non-attendance.
- 3.3 All vehicles and rollcages, pallet-lifters etc must be removed from the Market by 09:00 hours.
- 3.4 Permitted trading hours are 09:00 hrs – 17:00 hrs on Saturday and 16:30 hours on Wednesday and Friday unless otherwise directed by the Landlord.
- 3.5 Vehicles shall not return onto the Market before 17:00 on Saturday and 16:30 on Wednesday and Friday unless otherwise directed by the Market Manager.
- 3.6 Stalls shall be kept clean, tidy, stocked and attended at all times during trading hours.

- 3.7 In the event of temporary absence of the Trader a responsible adult person shall be left in control of the stall.

#### **4. ACCESS BY TRADERS VEHICLES**

- 4.1 Traders shall comply with the permitted access hours and any traffic management directions made by the Market Manager e.g. an allocated time to enter the Market, a position for unloading, direction of movement and point of exit from the Market.
- 4.2 Traders are required to comply with all Traffic Regulation Orders affecting the Public Highway which passes through the Market. Details are available from the Manager.
- 4.3 Whilst on the Market all vehicles must be positioned so as to avoid obstructing other vehicles and deliveries to adjacent stalls or shops or pedestrians. Vehicles must be unloaded and loaded without delay and not left unattended with the engine running. Once unloaded or loaded they must be removed from the Market Plain without delay.
- 4.4 Access for deliveries and collections is restricted to the authorised entrance(s) and within permitted hours. Vehicles and trailers may only be brought onto the Market Plain outside these hours with the consent of the Manager and not parked thereon except with express permission.
- 4.5 Only vehicle types and trailers authorised by the Manager shall be allowed onto the Market Plain. All vehicles and trailers shall be roadworthy, insured and in possession of a valid MOT or HGV certificate and current road fund licence. All drivers must possess a full UK driving licence and be insured to drive same.
- 4.6 Moving vehicles shall not exceed 4 miles per hour whilst on the Market and all reversing movements must be supervised by a Banksman. The use of reversing alarms is preferred.
- 4.7 Parking on public or private access roads, passageways or property in the vicinity of the Market is prohibited. The Landlord does not guarantee the continuing availability of any vehicle park if same is made available and if provided only one vehicle per stallholder shall use the facility. The Landlords reserve the right to levy a fee for providing same.
- 4.8 Any spillages of oil or fuel must be immediately cleaned-up and reported to the Manager. Vehicles that leak oil or fluids will not be allowed onto the Market and the filling or emptying of fuel tanks whilst attending the Market is expressly prohibited.

#### **5. TERMS FOR LICENSED AND CASUAL TRADERS**

- 5.1 Licensed traders are granted a monthly licence to occupy a specific stall or a “pitch” (space for a stall) on the 3 specified days of the week in return for a monthly fee (“toll” or “charge” or “fee”) payable in advance.

- 5.2 Licences are for a term of one calendar month only and do not create entitlement to attend the Market for any longer period. They are usually automatically renewed upon payment of the next months toll but the Landlord reserves the right not to accept the following month's payment and not to renew a licence upon expiry but thereafter to licence that pitch to an alternative trader.
- 5.3 Traders without a licence are deemed to be "Casual" traders and may apply for a stall on a daily basis in return for a fee payable on that day. Casual traders do not benefit the allocation of a particular stall or pitch. The Landlord's intention is to ensure occupancy of all pitches and stalls on the Market so they will accommodate casual applications on unoccupied stalls and pitches after 0830hrs. Allocations are at the discretion of the Market Manager and will have regard to past attendance and the range of goods offered.
- 5.4 A Licenced Trader is licenced to trade on each Wednesday, Friday and Saturday that the Market operates. A Licensed Trader occupying a stall on extra trading days will be deemed to be a Casual trader for that day and required to pay the Casual fee.
- 5.5 Licensed Traders are expected to attend in person on all the 3 trading days specified in their licence other than in respect of sickness or holiday absence that has been agreed by the Market Office. Non-attendance by a Licensed Trader without good reason may result in non-renewal of the licence. In the event of non-attendance due to ill-health the Market Manager has the discretion waive the pro-rata licence fee payable for that day.
- 5.6 The grant of new licenced pitch or stall by the Council is subject to a restriction that the Trader shall not be entitled to apply to 'nominate' the pitch or stall to another trader for a period of 5 years from when the licence was issued by the Council. This 5 year restriction does not apply to existing Licensed Traders (or nominees thereof) who hold a Licence originally granted before 1<sup>st</sup> April 2010.
- 5.7 Under no circumstances may space booked or paid for be sub-let or hired to another party in part or whole.

## **6. PAYMENT OF FEES**

- 6.1 Licensed Traders Fees are payable in advance on the 24<sup>th</sup> day of each calendar month by direct debit only. Arrears may incur reasonable additional interest charges at the Council's specified rate. If arrears exceed 14 days the Landlord reserves the right to not renew the licence and offer the pitch to another licensee. One month's notice in writing must be given, should a regular trader wish to surrender their Licence.
- 6.2 Casual charges are payable on demand by credit or debit card before 1100 hours on the day of trading. The Council does not accept cash as a means of payment from Licenced or Casual Traders.

- 6.3 If adverse weather conditions or similar circumstances prevent trading for part or the whole of the day then the manager has the discretion to close the market. No refunds will be given but a credit against future tolls will be given for lost trading hours. This arrangement will not apply to casual traders.
- 6.4 Non-attendance by a Licensed Trader on a regular basis or without good reason may result in termination of their licence.

## **7. SIZE AND USE OF PITCHES**

- 7.1 Stall pitches are sized as per the stall layout plan and rents are calculated by the Market Office in accordance with the Fees and Charges determined by the Landlord. Pitches and stalls are licensed individually and may be multiples of the minimum letting area with the charges calculated accordingly.
- 7.2 Traders shall use only the stall(s) or pitch(es) licensed or allocated to them. They shall restrict their stall and any goods display area to within the extent of the licensed area. Overhang “extensions” beyond the boundary of the licensed pitch are not permitted except to the dimensions and location(s) expressly authorised by the Market Manager which can be withdrawn at any time. The “standing-out” of goods on the ground in circulation aisles outside the pitch area is expressly forbidden.
- 7.3 If the stall is supplied-only or supplied and erected by the Landlord then the trader shall not adapt or alter any fixture or fitting forming part of the stall and shall not remove the roof sheets or attach any extensions to the stall except with the express permission of the Market Manager. Any goods which are hung from overhangs must not obstruct circulation aisles or present any risk of injury to the public.
- 7.4 If the stall is supplied-by and erected-by a Trader then it must be of substantial construction and aesthetic appearance and well-maintained and fit and proper for purpose. The Landlord reserves the absolute right to determine if this is the case and to proscribe stalls if the Market Manager considers them to be unsafe or unfit for purpose or to the design that is to the disadvantage of other traders or members of the public.
- 7.5 The use of trailers and bespoke vehicles for trading may be permitted in respect of traders authorised to trade in the sale of hot food, or food products that require the use of refrigeration. In each case a specific written authority is required from the Market Manager, which should be sought before any commitment is made to purchase a trailer or bespoke vehicle for trading. If the bespoke trading vehicle type or trailer is fitted with a driving cab and wheels then the main driving cab must, during trading hours, be fully enclosed on all aspects (i.e. on all 3 sides) to the same height, colour and livery as the trailer, incorporating a suitable design method approved by the Market Manager which includes the use of suitable base level decorative skirting to cover any wheels during trading hours. Converted Transit or similar vehicles are

unlikely to be acceptable and any trading unit should be a rectangular bespoke or purpose built unit on a chassis, with a distinct separate driving cab. The bespoke trading vehicle or trailer must be of good visual appearance to enhance the appearance of the market to attract shoppers.

For any avoidance of doubt, any driving cab will be regarded as forming part of the pitch area and will be charged at the normal pitch fee accordingly.

Prior approval and agreement to bespoke trading vehicles and/or trailers must be agreed by the Market Manager in writing in the first instance and any request should be supported by photographs, details and measurements of the proposed arrangement, showing the proposed overall appearance during trading hours. If a trader wishes to replace an existing bespoke trading vehicle or trailer, they must provide the same information and seek the Market Managers written agreement.

The Market Manager reserves the right to terminate any agreement if they consider the bespoke trading vehicle or trailer have a negative impact on the market.

Only diesel vehicle types will be permitted.

- 7.6 The electrical provision supplied by the Landlord shall unless otherwise agreed with the Council, not be adapted or overloaded and all electrical equipment used by a Trader shall be restricted to 110 volts only, earth-bonded and RCD-protected in accordance with current electrical regulations requirements. Generators are not permitted except with the express approval of the Market Manager.
- 7.7 All pallets, trolleys, rollcages or pallet-lifters brought onto the Market by a Trader must either be removed from the Market or stored within a stall during trading hours. They must not be used as an addition to a stall or for displaying goods or storing refuse. If not stored within a Stall, all such equipment must be removed from the Market before trading commences.

## **8. CHARITY STALLS**

- 8.1 The Landlord will, at its discretion, allow registered charities the use of stall(s) on a casual basis at nil cost but otherwise subject to the management regulations.
- 8.2 Requests for a charity stall shall be made with a minimum 14 days notice in writing. Proof of Charitable status will be required i.e. providing the Registered Charity Number. The Landlord reserves the right to terminate such bookings without notice.

## **9. TRADERS SIGNAGE**

- 9.1 All Traders shall display a prominent sign showing no less than their name and the number of their stall together with such other information required by the Market Manager, in a format approved by the Market Manager. All Traders Must display their

Market Pitch Plates / Signage visibly on their catering wagon or stall on each and every market trading day. Failure to do so may lead to disciplinary action being taken.

## **10. SALE OF FRESH FOOD**

- 10.1 It is the responsibility of Traders to ensure all edible goods sold on the Market are handled, displayed, priced and sold in accordance with Trading Standards and other relevant legislation.
- 10.2 All fresh foods must be stored and displayed in accordance with the EU food hygiene regulations and all edible goods including greengrocery must be stored displayed and sold from at least 12 inches above ground level. Some types of goods may require refrigeration – advice and guidance on handling methods is available from the Environmental Health and Food Safety Officer at the London Borough of Havering.

## **11. REFUSE DISPOSAL**

- 11.1 No waste or refuse shall be brought onto the Market. Only refuse generated during the course of that days' trade shall be placed in the waste collection bins.
- 11.2 Traders shall keep their stall(s) and the surrounding area free of trade refuse and litter during trading hours and remove it to the designated refuse collection points as necessary.
- 11.3 Traders shall separate their cardboard waste from plastic etc wrapping before flattening and placing it in the designated collection points.
- 11.4 Traders shall separate their green waste and place it in the designated collection bins. This waste is restricted to trimmings only and any surplus, damaged or unsold fruit, vegetables or other green or organic waste must be removed from the Market at the end of trading and responsibility disposed of by the Trader using private disposal arrangements.
- 11.5 Traders shall place all plastics and residual waste in the designated collection bins.
- 11.6 Traders who generate fish, meat and catering waste shall make their own arrangements for storing waste within their stall during trading hours and remove same from the Market at close of trading. Such waste must not be placed in the Landlords waste bins.
- 11.7 Traders shall not discharge any noxious or foul liquid waste onto the paving except for washings discharged directly to the street gulleys. At close of trading any gully into which washings have been discharged shall be rinsed with clean water and the surrounding area left clean and wholesome.
- 11.8 Traders shall not place any waste in the refuse compactor, cardboard baler or collection vehicle.

- 11.9 All stall(s) and pitch(es) shall be left clean and clear of refuse at the close of trading.
- 11.10 All Traders shall be required to read and comply with any additional waste information provided by the Landlord as necessary.
- 11.11 Failure by any traders to comply with refuse disposal terms may lead to disciplinary action.

## **12. PROHIBITED GOODS**

- 12.1 Traders shall not bring onto the market any inflammable liquids, gases, fireworks or similar articles which may cause fire or explosion. Cooking equipment may only be used upon such conditions as the manager may direct. No equipment incorporating a naked flame or open element may be used.
- 12.2 No goods may be displayed or sold which in the opinion of the Manager are inappropriate, dangerous or likely to cause offence to other traders or members of the public.
- 12.3 No goods may be displayed or sold that are counterfeit or in breach of copyright or patent.
- 12.4 No mains-powered electrical goods may be sold except for new items still in their original packaging. Second hand or used electrical goods may not be sold even if PAT-tested.
- 12.5 All sexually explicit or pornography, including DVD's magazines or any other material is strictly prohibited.

## **13. HEALTH & SAFETY REQUIREMENTS**

- 13.1 All Traders are required to comply with all Health and Safety directions issued by the Market Manager. Such instructions and regulations are supplemental to and do not vary the regulations relating to the management of the Market.
- 13.2 There are potential Health & Safety risks posed to members of the public who pass through the Market whilst Trader's vehicles deliver goods and erect and dismantle stalls. It is the responsibility of every Trader to ascertain and comply with all Health & Safety legislation concerning the delivery of goods and the erection, operation, dismantling and storage of their stall(s) either by themselves or others.
- 13.3 All Traders must undertake a Health & Safety Risk Assessment of their working methods and devise and apply suitable safeguards to minimise risks. All Traders are required to:



- *Familiarise themselves with all Health and Safety instructions issued by the Market Manager.*
- *Ensure risk assessments are undertaken and safe systems of working are implemented and regularly reviewed.*
- *Ensure all Employees Agents and Contractors are adequately informed, instructed, supervised and trained in Health and Safety matters.*
- *Take reasonable care of their personal health, safety and welfare and that of others who may be affected by their acts or omissions.*
- *Work correctly and safely in accordance with all training and instruction.*
- *Make available and ensure the use by themselves and all Employees or staff of appropriate personal protective clothing and equipment suitable for the task.*
- *Take appropriate corrective action with respect to any person failing to carry out a Health and Safety duty assigned to them for which they have received appropriate instruction, or who endangers any other person by act or omission.*
- *Assist the Landlord by reporting any accident or incident that has or may cause injury to a person or damage to plant or property.*
- *Co-operate and comply with all directions of the Landlord to ensure compliance with all statutory responsibilities and to ensure all instructions regarding Health and Safety issues are understood and applied by Employees, Agents and Contractors.*
- *Seek the advice of the Market Manager when necessary to promote and develop healthier and safer working practices.*

Traders are required to pay particular attention to the potential hazards of:

*Vehicle movements – Reversing, towing stall trailers and unattended stall trailers.*

*Stall erection – Handling of stall frame components and the stability of partly-constructed frames.*

*Sheeting – Fixing of stall sheets and clips during windy conditions.*

*Trip hazards - Stall components and electrical cables that create a trip hazard.*

*Electrical safety - Power and lighting distribution from the supply boxes.*

*Training – The use of unsupervised or untrained staff to erect stalls.*

*Working at height - Stall erection and dismantling by persons standing on trailers.*

13.5 Traders must ensure all such risks are identified and suitably addressed. Suitable precautions must be adopted by all Traders, their agents employees and contractors and all other persons who assist them in erecting, operating or dismantling stalls.

## **14. ACCIDENTS**

14.1 All accidents and “near misses” involving Traders, their staff or members of the public must be reported immediately to the Market Manager for investigation and entry in the accidents book. It is the responsibility of Traders to report all notifiable accidents and “near misses” occurring during stall erection and dismantling to the HSE, as required by legislation.

## **15. TRADERS INSURANCE AND IDENTITY REQUIREMENTS**

15.1 All licensed and casual traders are required to hold and maintain valid insurance cover for Third Party Public and Products liability with a limit for claims of not less than £5

million, and Employers liability insurance cover with a limit for claims of not less than £10 million. By virtue of their licence and these regulations each Trader shall extend a matching indemnity to the Landlords and their agents, employees and authorised representatives and shall provide evidence of insurance cover upon request.

- 15.2 All Traders must produce photographic evidence of identity and place of residence to the Market Manager upon request. A photo driving licence /Passport, National Insurance Number and recent utility bill will generally suffice.

## **16. GENERAL CONDITIONS / NOISE LEVELS & DISCIPLINARY ACTION**

- 16.1 Traders shall only use the toilet facilities (if provided) for the purpose of personal hygiene and not for the storage or preparation of goods. They must be left clean and tidy after use.
- 16.2 No animal shall be brought onto the Market by a trader except as authorised by the market manager.
- 16.3 No child shall be employed upon the Market except in strict accordance with the relevant statutory legislation.
- 16.4 The “pitching” of goods (shouting to advertise their availability) is allowable at the discretion of the Market Manager.
- 16.5 Any sale by auction, canvassing, market research or personal questionnaire or any stall advertising or promoting a political or religious organisation is expressly prohibited.
- 16.6 Radios or other sound equipment (including music) may be played subject to the Market Manager’s approval but not so loudly as to cause nuisance to other traders or the general public, which shall be determined by the Market Manager.
- (1) No music will be permitted before 08:30 hrs, or after 18:00 hrs.
- (2) After 08:30hrs, all music will be controlled by the Market Manager & Market Officers who will advise the respective Trader of acceptable noise levels, failure to comply will result in disciplinary action.
- 16.7 Traders shall not display or sell any goods other than those described on their licence, or in the case of a casual trader those described to the Manager on the day of trading.
- 16.8 Traders shall not exhibit any display or advertising material other than in respect of the goods they are permitted to sell as described on their licence or agreed with the Market Manager.
- 16.9 Traders shall treat all shoppers/customers fairly and equally and not discriminate on the basis of race, religion, gender, sexuality, disability or age.

## **17. CONDUCT AND COMPLAINTS PROCEDURE**

- 17.1 A Trader wishing to complain about any aspect of the operation of the Market should first address his concerns to the Market Manager who will seek to resolve the problem. Alternatively the trader may put his complaint in writing to the Management Office to instigate a formal investigation. If the Trader considers the problem is still not resolved then he should write to the Director of Asset Management at the London Borough of Havering to request a formal complaints meeting. This will enable the Trader and other parties to openly state their case at a meeting which will be convened and chaired by the Director of Asset Management or his nominee. This will reach a final decision.
- 17.2 If a formal hearing finds that complaints lodged by a Trader are vexatious then the trader in question will in turn be the subject of a formal disciplinary hearing.
- 17.3 Complaints made by a member of the public against any Trader will be notified to him in private and the Trader requested to resolve the dispute. If this is not achieved the Manager will arrange a private dispute resolution meeting between the parties, and if that fails to reach agreement a formal complaints hearing will be convened and chaired by the Director of Asset Management or his nominee. This will reach a final decision.
- 17.4 In the event that a Trader is considered to be in substantial or continuous breach of the conditions of their licence and/or the Market Management Rules and Regulations, the Trader can be suspended for a period not exceeding 28 days during which time a formal disciplinary hearing will be convened and chaired by the Director of Asset Management or his nominee. The decision of the hearing will be final and can additionally impose a further period of suspension, a decision to not renew a monthly licence or to immediately revoke an existing licence. The Market Manager (or Assistant Market Manager in the Manager's absence) have the power to suspend a Trader for up to one week (i.e. a maximum of 3 market days) without a formal hearing if they consider a shorter suspension is appropriate for the particular breach.
- 17.5 The decision of a formal disciplinary hearing will have regard to the severity of the breach and the type of mis-conduct involved. Gross misconduct is likely to lead to a licence revocation, for example this includes such matters as threatening behaviour, physical or racial abuse towards Council Staff, Traders or Customers; drunkenness, rowdy behaviour or being under the influence of un-medicated substances; selling counterfeit goods, or guilty of a criminal offence that is relevant to the operation and reputation of the Market or demonstrates a breach of Licence Conditions and/or Rules and Regulations.
- 17.6 Licensed Traders who are not otherwise already accredited by the Market Office as being either sick or on holiday and who fail to give notice of an intended absence in

accordance with Clause 2.4 and/or such explanation is not adequate or satisfactory to the Market Manager, acting reasonably, then such a Trader who fails to trade on more than three days within a twenty eight day period, will be suspended from the Market for three trading days. Any re-occurrence with a 12 month period will be subject to immediate suspension that is unlimited until a Hearing can be convened.

The Market Manager may also exercise the right/option to re-locate any Licensed trader, found to be in breach of the Market Rules & Regulations, to any vacant pitch available.

17.7.1 A trader who has failed to trade for two weeks or more and who is not otherwise already accredited by the Market Office as being either sick or on holiday and has failed to give notice of an intended absence in accordance with Clause 2.4 and/or such explanation is not adequate or satisfactory to the Market Manager, acting reasonably, can be immediately and permanently re-allocated to another trading area of the market, determined by the Market Manager, or not have their monthly licence renewed when the existing monthly licence period expires.

17.8 Any Trader who is discovered in possession of sexually explicit or pornographic material will be immediately suspended from working on the market for a period that is unlimited until a Hearing can be convened.

## **18. SUPPLEMENTARY**

18.1 Traders occupying double-fronted stalls shall display both sides if so directed by the Market Manager, and additional charges may be applied. This also applies to corner pitches.

18.2 Stall roof sheets shall be in good repair and condition and to a colour approved by the Market Manager.

18.3 Stall rear (“wall”) sheets shall be see-through plastic.

18.4 Stall side (“wall”) sheets shall be see-through plastic if so directed by the Market Manager.

18.5 240v electric cables shall be SWAC-armoured and all cable shall be enclosed in cable protectors.

## **19. AUTHORITY OF THE MARKET MANAGER**

19.0 In all cases the Market Managers decision shall be final, subject to the Conduct and Complaints Procedure set out.