

## **Da Patten Fair Regulations 2013**

**GN 277/2013**

**Government Gazette of Mauritius No. 104 of 23 November 2013**

### **THE LOCAL GOVERNMENT ACT 2011**

#### **Regulations made by the Municipal Town Council of Beau Bassin Rose Hill under Sections 50(2) (d) and 163 of the Local Government Act 2011**

1. These regulations may be cited as the **Da Patten Fair Regulations 2013**.

2. In these regulations:-

“authorized article” means an article listed in Regulation 4;

“contract” means an Occupation Contract in the form set out in Schedule A or as may otherwise be approved by the Council;

“Council” means the Municipal Town Council of Beau Bassin Rose Hill;

“Employee” means any person of age employed by the occupier to help the latter or to replace him during his absence and duly registered with the National Pension Fund of the Ministry of Social Security and National Solidarity and the Council.

“Fair” means the Da Patten Fair and consists of the whole space, ground floor, within the precincts of the building situated along Duncan Taylor Street, Rose Hill and so designated by the Council for the sale of goods or any other activity under its control.

“identification badge” means a badge in the form set out in Schedule B;

“inspector” means an officer of the Council appointed for the control and supervision of markets and Fairs.

“market” means an outlet within the administrative area of the Council for the purchase and sale of authorized articles

“Sanitary Authority” has the same meaning as in the Public Health Act;

“stall” means any stall or other space in a market rented by the Council to a stallholder;

“stallholder”- means any person authorized by the Council to occupy a stall for the sale of authorized articles;

“agent” means any person duly appointed in writing as Agent by the stallholders and approved by the Council

3. (1) Da Patten Fair shall be divided into such sections as may be approved by the Council.
- (2) Da Patten Fair shall open at 7.00 a.m and close at 6.00 p.m during weekdays and close at noon on Sundays and Public Holidays unless otherwise directed by the Council. Notwithstanding above, the Municipal Town Council may allow any section of the market/fair to open or to close at other times for specific purposes
- (3) (a) After the closing hours, (a) no member of the public shall enter or be allowed to enter the fair and (b) any person found entering, loitering walking in any part of the fair shall be arrested forthwith by the Inspector or Security Officer and handed over to the Police for action.  
  
(b) Once the Fair is closed, no stall occupier shall stay inside the Fair.  
  
(c) The public shall not be allowed inside the Fair half an hour before closing time.
- (4) The Fair shall be divided into 53 stalls. The stall shall mean the space comprising of an area of not more than 3.0m<sup>2</sup> and allocated to the stallholder by the Council within the fair.

- (5) The Council may determine the number of stalls or spaces to be allocated to a stallholder.
- (6) It shall not be lawful for a stall holder to erect or to cause to be erected any structure on his stall or space.
- (7) All refuse shall be deposited or emptied in refuse bin.

**4. (1) Items that may be sold in the Fair**

The following articles or such other articles as shall from time to time be added thereto by regulations may be sold in the fair:

- (a) flowers and bouquets
- (b) books, stationery, engravings, post cards, Christmas and new year cards.
- (c) haberdashery, clothing, shoes, earthenware, glassware, china ware, small hardware articles and furniture of local manufacture.
- (d) Fancy goods and garments
- (e) Straw hats and bonnets, brooms, brushes, vacoas 'tents', baskets and other wicker work of local manufacture.

**(2) Items prohibited for sale**

- (a) The Municipal Town Council may prevent any article from being sold in the Fair or introduced therein other than in compliance with these regulations or which are unfit for human use.
- (b) No person or occupier shall sell or expose for sale any knives, blades, cutters or any offensive weapons or any other pointed instrument likely to be used as an offensive weapon.

5. (a) The stallholder shall pay and all inclusive yearly market fee of Rs 12,750.
- (b) The yearly Market Fee shall be paid in respect of any financial year for occupation of stall as per schedule C.
- (c) The yearly Market Fee shall become due as from 01 January of that year and may be paid in either two equal installments, the first being payable on or before 31 January and the second being payable on or before 31 July of that year or annually on or before 31 January of that year.
- (d) A surcharge of fifty percent (50%) shall be leviable on any amount unpaid beyond end of January and end of July of that year.
- (e) It shall be lawful for the Municipal Town Council to put an end to the occupancy of a stall for which the rent has not been paid for three consecutive month after calling upon, by registered post, the stall holder and or his agent to do so forthwith.
- (f) It shall be lawful for the Municipal Town Council to put an end to the occupancy of stall where no article shall have been exposed for sale for three consecutive weeks after calling upon, by registered post, the stallholder and/or his agent to do so forthwith
6. It shall not be lawful to cause any bicycle, motorcycle or any other vehicle to enter such markets. Such bicycles, motorcycles or other vehicles shall be stationed outside the gate of such markets/fair.
7. (a) No person shall introduce dogs or such other domestic animals into a market/fair.
- (b) No person shall sit on the tables or stalls in a market/fair.
- (c) No person shall be allowed to enter a market/fair unless decently dressed or when under the influence of intoxicating drinks or drugs.
- (d) It shall not be lawful to expose articles for sale on any passage, open space

between or on the sides of stalls, shops or booths or any unauthorized space.

- (e) No person shall cause any trouble in a market/fair or use foul, insulting or unbecoming language.
- (f) No person suffering from any (skin, contagious or any) communicable disease shall be allowed to trade in a market/fair.
- (g) Every person bringing any articles into the markets/fairs for sale therein shall be bound to comply with such orders as shall be given to them by any Inspector, Assistant Inspector, or guard for the maintenance of order in the markets/fairs.

- 8.
  - (1) Any article brought for sale into a market/fair shall be openly exposed in the stall or space allotted to a stallholder.
  - (2) The price of any article or goods exposed for sale in the market/fair shall be conspicuously affixed on the article.
  - (3) No article shall be hawked or sold by auction in a market/fair and no stallholder shall annoy or stop any person with a view to offering or advertising his goods.
  - (4) Every stallholders or agent shall on demand produce to an Inspector a document or information establishing to the satisfaction of the Inspector, the name, of the planter or the owner (if the seller is not selling vegetables grown by himself) of the vegetables exposed for sale by him at his stall in the market.
- 9. Every holder or agent of a stall or market space shall be held responsible for the cleaning of the stall or market space leased to him. Every stall keeper shall before leaving the markets/fairs be bound to wash and clean such stalls as shall have been occupied by him.

10. Every vehicle bringing articles to a market/fair shall be unloaded outside the gates or in another designated area and shall be allowed to remain there only while being unloaded.
11. (1) Every stallholder or agent shall when on duty wear the identification badge issued to him by an inspector.
- (2) (a) A stallholder may employ such persons as may be necessary to assist him.
- (b) The name of the employee shall be notified to the inspector who shall thereupon issue an identification badge to the employee.
- (3) No stall or space allotted to a stallholder shall be sublet.
- (4) (a) No person shall write, paint, spray graffiti, scribble or stick bills or posters on any wall, fixture or any other object of live nature on any wall, fixture or part of a market or to cause any damage to any building, outhouse or construction forming part of an annex to a market or to any object contained therein.
- (b) No person shall feed birds or allow food articles to be exposed in such a way that birds get access to them.
- (c) No stallholder shall store, display or sell on any market/fair ground any explosive materials, fireworks, hazardous liquids, (gas cylinder in bulk) bulk gases or any substances which might be as source of danger to anyone attending the market/fair.
- (d) After closure of the market, occupiers of stalls shall remove all their articles and can only return same the next working day. The Council will in no way be liable in respect of the said articles and the consequences which the said articles may trigger (theft, fire, etc) and the occupiers of stall shall be solely responsible.
12. (1) An inspector may take such measures as may be necessary to maintain order in a market and to ensure that these regulations are complied with.

- (2) For the purposes of paragraph (1), an inspector may-
- (a) Seize and detain or destroy any article which is not an authorized article and which is exposed for sale in a market/fair;
  - (b) Seize and destroy any article which is unfit for sale to the public; or
  - (c) Give such directions to a stallholder as are deemed necessary.
- (3) Every stallholder shall comply with a direction given to him pursuant to paragraph 12 (2)(c).
- 13.** It shall not be lawful, for any person:  
To sell whether by hawking or otherwise, or to expose or offer for sale in any yard, street, alleys, pavement, verandah or public place in the town of Beau Bassin Rose Hill situated not less than fifteen hundred metres from the markets/fairs any sugar canes, flowers, green coconuts, ready made garments, furniture, haberdashery or any other articles which are sold in the market.
- 14.** Any person who contravenes these regulations shall commit an offence and shall on conviction, be liable to a fine not exceeding twenty five thousand rupees (Rs25,000).
- 15.** These regulations shall be in addition to, and not in derogation of, any regulations made under an Act relating to the sale of food for human consumption.
- 16.** The Beau Bassin Rose Hill (Da Patten) Fair Regulations 2005, GN No 90 of 2007 are revoked.
- 17.** These regulations shall come into operation on 1<sup>st</sup> January 2014.

Made by the Municipal Council of Beau Bassin Rose Hill on 31 October 2013.

## SCHEDULE A

[Regulation 2]

### OCCUPATION CONTRACT

Between the Municipal Town Council of Beau Bassin Rose Hill represented by its Mayor  
and by its, Chief Executive

The Lessor

AND

Mr/Mrs/Miss.....  
.....

NIC No.....

of .....

The Lessee

It has been agreed as follows —

1. The lessee is authorised to trade on stall number..... by the lessor in section.....in the Da Patten Fair at Duncan Taylor Street, Rose Hill.
2. The aforesaid authorisation shall cover the period of ..... months as from.....to .....
3. In consideration for the said authorisation, the lessee hereinafter referred to as the stallholder, shall pay a yearly market fee which amounts to rupees.....(Amount ..... in words:.....) and shall pay in 2 equal instalments, the first being payable on or before 31 January and the second being payable on or before 31 July of the current year or annually on or before 31 January.



Such payment shall be made at the Council's Cashier's Office.

**4.** (1) Failing the payment by the lessee by the due date of the market fee referred to in paragraph 3, the Council may rescind the contract by notice in writing and without judicial or extra judicial process.

(2) Such rescission shall be without prejudice to any other action which the Council may be entitled to take against the lessee. The lessee shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.

**5.** In case the lessee passes away before the expiry date of the contract, any of his child/children or his/her surviving spouse named by him in this agreement, or any document addressed by the lessee to the Council on the date of the signature of this agreement, shall continue to occupy the stall no.....for the remaining period of the said contract. After that period the Council may enter in a new contract for a further period not exceeding 3 years with the said person on his own name if the latter satisfies the following conditions —

- (a) be a resident of the Council [documents to be produced — receipt of a utility bill (e.g CEB, CWA and telephone) or electoral list];
- (b) have reached his/her eighteenth birthday at the time of submission of the Expression of Interest (copy of National Identity card and birth certificate to be produced);
- (c) preference shall be given to the unemployed (unemployment registration card to be produced at the time of submission);
- (d) not already be the holder of any stall, shop or other place inside a market or fair or in any other place or business [evidence to be produced in submission of Expression of Interest (e.g. sworn affidavit)].

**6.** (1) The Council reserves its right to cause any stall to be so altered, repaired and reconstructed as it may deem advisable without payment of any compensation to the Lessee. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any stall should the Council consider it advisable.

(2) In the latter case the Council will place at the disposal of the Lessee such other

stall or stalls as may be advisable in order to enable him to continue his trade.

7. Where the lessee be found guilty by a Court of an offence against these regulations or any other enactment relating to trade in a market or Fair or the sale of food for human consumption, the Council shall rescind the contract by notice in writing and without any judicial or extra judicial process. In that case, the lessee shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.

8. If the lessee makes use of any electric appliances or refrigerator he shall have to make his own arrangement with the CEB for the supply of electricity with the approval of the Council.

9. The lessee shall be responsible for the good maintenance of the stall allotted to him. He shall make good at his own costs all damages caused to his stall in the exercise of his trade. He shall replace at his own costs such articles as defective tiles and worn out chopping blocks.

10. The lessee shall not sublet the stall under this contract to any other person during the term of this contract. Should the Lessee have done so, the present contract shall be deemed to have been terminated or rescinded forthwith and paragraph 4(2) above shall apply. There shall be no need for the Council to have recourse to serve any notice in writing or any judicial or extra judicial process but there is nothing which precludes it to do so, if the Council deems it necessary.

Made in duplicate

At the TOWN HALL of the Municipal Town Council of Beau Bassin Rose Hill

.....	.....	.....
The Lessee	The Mayor	The Chief Executive
Name Mr/Mrs/Miss	Name Honourable	Name Mr/Mrs/Miss
.....	.....	.....

This...../...../.....  
*Date Month Year*

Amended by [GN No. 9 of 2015]

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**SCHEDULE B**

[Regulation 2]

**IDENTIFICATION BADGE FOR STALLHOLDER**

**The Da Patten Fair**

Name of stallholder: - .....

Address of stallholder: - .....

National ID Card No: - .....

Stall No: - .....

Date of Issue: - .....

Date of Birth: - .....



.....

**Signature of stallholder**

.....

**Signature of Inspector**

**IDENTIFICATION BADGE FOR AGENT**

**The Da Patten Fair**

Name of Agent: - .....



Stall No: - .....

Address of Employee: - .....

National ID Card No: - .....

Date of Issue: - .....

.....  
**Signature of Agent**

.....  
**Signature of Inspector**

**SCHEDULE C**  
**MARKET FEES**  
**The Da Patten Fair**

<b>SECTION</b>	<b>STALL NO.</b>	<b>YEARLY FEE (Rs)</b>
Fancy Goods	1	12,750
Fancy Goods	2	12,750
Fancy Goods	3	12,750
Fancy Goods	4	12750
Fancy Goods	5	12,750
Fancy Goods	6	12750
Fancy Goods	7	12,750
Fancy Goods	8	12,750
Fancy Goods	9	12,750
Fancy Goods	10	12,750
Fancy Goods	11	12,750
Fancy Goods	12	12,750
Fancy Goods	13	12,750
Fancy Goods	14	12,750
Fancy Goods	15	12,750
Fancy Goods	16	12,750
Fancy Goods	17	12,750
Fancy Goods	18	12,750
Fancy Goods	19	12,750
Fancy Goods	20	12,750
Fancy Goods	21	12,750
Fancy Goods	22	12,750
Fancy Goods	23	12,750
Fancy Goods	24	12,750
Fancy Goods	25	12,750
Fancy Goods	26	12,750
Fancy Goods	27	12,750
Fancy Goods	28	12,750
Fancy Goods	29	12,750
Fancy Goods	30	12,750

Fancy Goods	31	12,750
Fancy Goods	32	12,750
Fancy Goods	33	12,750
Fancy Goods	34	12,750
Fancy Goods	35	12,750
Fancy Goods	36	12,750
Fancy Goods	37	12,750
Fancy Goods	38	12,750
Fancy Goods	39	12,750
Fancy Goods	40	12,750
Fancy Goods	41	12,750
Fancy Goods	42	12,750
Fancy Goods	43	12,750
Fancy Goods	44	12,750
Fancy Goods	45	12,750
Fancy Goods	46	12,750
Fancy Goods	47	12,750
Fancy Goods	48	12,750
Fancy Goods	49	12,750
Fancy Goods	50	12,750
Fancy Goods	51	12,750
Fancy Goods	1A	12,750
Fancy Goods	1B	12,750

**Amended by [GN No. 9 of 2015]**