

REDDITCH OPEN AIR MARKET

MARKET REGULATIONS (2009 / 2010)

REDDITCH BOROUGH COUNCIL



www.redditchbc.gov.uk

Redditch Borough Council

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Redditch Open Air Market Market Regulations (2009/2010)

These Regulations are provided in order to assist in the daily operational running of the Market, to support Redditch Borough Council's intention to provide a high quality shopping service to the public and to ensure that all Traders are treated in a fair and equitable manner. Where necessary, the Redditch Borough Council will invoke the Disciplinary Procedure against Traders who fail to adhere to the Regulations.

All Traders and their employees, representatives or guests, must comply with these Regulations and all relevant European, Central and Local Government legislations relating to their business. Redditch Borough Council reserves the right to permanently exclude Traders, their employees, representatives or guests, who have been convicted of, or formally cautioned for (1) offences relating to their trade or business on any market or in any shop; or (2) offences, which, in the opinion of the Redditch Borough Council, place users of the Market at risk from the presence of the Trader.

If any difficulty is encountered with reading or understanding any aspect of these Regulations, please ask the Market Services Co-ordinator for assistance.

1. DEFINITIONS:

In these Regulations the following words and expressions shall have the following meaning:-

'Market Authority'	means Redditch Borough Council
'Market'	means the Open Air Market, Market Walk, Market Place and Alcester Street, Redditch
'Regulations'	means Redditch Open Air Market Regulations (2009/2010) for the daily operation of Redditch Open Air Market
'Market Services Co-ordinator'	means the Market Authority's duly authorised representative
'Registered Trader'	means a Trader who has been allocated a specific stall(s) or pitch on specified days, for which he/she pays a regular monthly payment and are not in arrears with any such payments
'Casual Trader'	means a Trader who wishes to sell goods and attends with the expectation of being allocated a trading position for <u>that day only</u> , from the vacant positions which remain available after the Registered Traders' claim deadline
'Trader'	means any person authorised to sell goods in the Market, whether Registered or Casual
'Stall or Pitch'	includes standing bench, tabletop and ground space in the market used or intended to be used for the sale of goods
'Vehicle'	includes any mechanically propelled vehicle and any barrow, cart, handcart, truck, wagon or trailer
'Goods'	includes provisions, commodities and articles brought to the Market for the purposes of sale
'N.M.T.F.'	means National Market Trader Federation

2.0 GENERAL CONDITIONS:

2.1 Application to Trade

All Traders must register the following details with the Market Authority: their name(s), current address, vehicle details, Public Liability Insurance details, Employer's Liability Insurance details (if applicable), name(s) of employee(s) and/or representative(s) [whether or not employed by the Trader] and the nature of goods traded, as set out in the Trader's Registration Form.

Traders must notify the Market Authority immediately, in writing of any changes to these details.

2.2 Data Protection

Redditch Borough Council will use the information you provide on this form for the purpose of processing your application for a market stall. This Authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. Your personal information may be shared with Her Majesty's Inspector of Taxes as required under Section 18a of the Taxes Management Act 1970 and it could be shared as a result of a Court Order or Statutory Request. Under the 1998 Data Protection Act you have the right to view your personal information and have errors corrected. Please contact the Authority's Data Protection Officer on 01527 64252 ext 3193 for further information.

All Traders will be asked, on an annual basis, to check, sign and agree the accuracy of the personal information held by the Market Authority.

2.3 Application to become a Registered Trader

At the commencement of trading on Redditch Open Air Market, any new Trader will be accorded the same status as that of a Casual Trader. The following process will then take effect:

- Attendance by a Casual Trader will be entered into a Register
- Lettings will be made from the Casual List for each market day
- The priority for lettings will be decided by the number of previous attendances.
- After a minimum period of six calendar weeks of trading, a Casual Trader may, if he/she so wishes, apply to become a Registered Trader.
- A Registered Trader benefits from a reduced fee to that of a Casual Trader, with the added benefit of having a reserved stall in return for a regular commitment to occupy such stall or stalls on the days for which he/she has registered
- Before any Trader can operate on a registered basis, the Market Authority shall, at its discretion, reserve the right to carry out credit checks and request references.

2.4 Insurance / Indemnity

Before occupying a stall and trading on Redditch Open Air Market can take place all Traders shall hold a current Public Liability Insurance Policy with indemnity of at least £5,000,000. The Policy shall fully indemnify the Market Authority against any claim for damages in regard to negligence, howsoever arising, particularly when such a claim is attributable to the negligence or fault of the Trader or his/her employee(s) and/or representative(s). It is the Trader's responsibility to ensure he/she has Employer's Liability Insurance. The Market Authority does not accept liability for loss of or damage to a Trader's goods or property, howsoever it is caused.

Current Public Liability and Employer's Liability Insurance, where applicable, is required at all times.

Proof of valid insurance is to be provided to the Market Authority annually.

The Market Authority reserves the right for its Officers to conduct random checks on the validity of any Trader's Insurance Policies. If a Trader is not able to provide a valid Public Liability Insurance Policy, he/she will be suspended from trading immediately. Any Registered Trader will be charged stall fees for each day's trading lost until such time as Public Liability Insurance cover can be produced. It is the sole responsibility of every Trader to ensure that his/her Public Liability Insurance is current.

2.5 Behaviour / Conduct of Traders

Traders will be held fully responsible for their actions and those of their employees, representatives or guests.

The following behaviours are deemed to be unacceptable and will not be tolerated under any circumstances. This list is not exhaustive and includes:

- Use of violence of any kind
- Threats of violence
- Sexist, racist, foul or abusive language
- Defamatory remarks about the Market, other Traders or the Market Authority
- Bullying or intimidating behaviour
- Acts of dishonesty
- Acts of indecency
- Any act causing or likely to cause death or personal injury to person or persons
- Any act likely to bring the Market Authority into disrepute

The Market Authority reserves the right to refuse to allow any person, at any time, on a stall or pitch whose conduct has been deemed unacceptable by the Market Authority on these or other reasonable grounds.

Where a complaint about the conduct of a Trader or his/her employee, representative or guest is received, the Market Authority will notify the Trader of the nature of the complaint and will conduct an investigation. This will include an opportunity for the Trader complained against to make representations on his/her

own behalf / on behalf of his/her employee / representative / guest, in response to the complaint.

Where a minor incident has been complained of and a Trader(s) or their employee(s), representative(s) or guest(s) are found to have behaved in an unacceptable manner, the Disciplinary Procedure as set out at paragraph 9 below, will be invoked.

For allegations of serious misbehaviour, including threats of violence, threatening or racist behaviour, assault or theft, the Market Authority may suspend the Trader concerned immediately, in writing, before the investigation takes place. This investigation will include an opportunity for the Trader complained against to make representation concerning the complaint.

A Trader will be notified of the outcome of any investigation and, depending upon the findings, a Trader may be prohibited from trading on Redditch Open Air Market.

In addition to this procedure, where a criminal offence may have been committed, the complainant will be directed by the Market Authority to report the incident to the Police and the Market Authority may also refer the matter to the Police.

2.6 Employment of Children and Young Persons

All Traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944-48 and the Employment of Children Act 1973. A “child” is any person not over compulsory school age. “Employed” is extended to include any child who assists in a trade or occupation even where the child receives no monetary reward.

2.7 Alcohol

Redditch Town Centre has been designated an area where the consumption of intoxicating liquor in public is prohibited. Redditch Market is a public place and therefore the consumption of alcohol on the Market is not allowed.

2.8 Smoking Regulations

On July 1st, 2007, the ‘Smoke-Free’ law was introduced. It is now against the law to smoke in virtually all ‘enclosed’ and ‘substantially enclosed’ public areas and work places. Where a structure incorporates side panels which can be rolled down or attached, thereby rendering the structure enclosed or substantially enclosed, then the structure will be treated as though any such side panels were rolled down or attached, even when they are not in place. The legislation requires that where a structure can be enclosed, or substantially enclosed, it must be treated as such, and a market stall is, in the majority of cases, likely to be substantially enclosed and therefore subject to the regulations.

2.9 Animals

Traders and their employees shall not bring any live animals onto the Market, without prior consent of the Market Services Co-ordinator.

2.10 Statutory Requirements

All Traders and their employees, representatives or guests must comply with these Regulations and all relevant European, Central and Local Government legislation relating to their business

2.11 Nuisance

A Trader, or his/her employees or representatives or guests, must not create any undue noise, or play any music of an intrusive or obscene nature, or do anything which, in the opinion of the Market Services Co-ordinator, may cause a nuisance or annoyance to other Traders or members of the public.

Any music played must not be so loud as to be heard by members of the public, otherwise a licence must be obtained for the broadcast of musical works from the Performing Rights Society.

The use of amplification or public announcement equipment is to be at the discretion of the Market Services Co-ordinator.

The Market Authority will not allow the action of, or demonstration of, goods.

2.12 Nameplates/Identity

Traders in foodstuffs are required by law, to display their name and address conspicuously, on or about the stall. Other Traders must also display a sign, but only need to show their name. The Market Authority has a long standing agreement with the Redditch Market Traders' Association that, to alleviate the problem of undesirable persons having access to a Trader's private address, Traders need only display their name, followed by their NMTF membership number.

All NMTF Members must carry their NMTF membership card at all times and shall, at the request of the Market Services Co-ordinator, produce this on demand.

3. TRADING HOURS

Redditch Open Air Market trading hours are:

Monday, Tuesday, Thursday, Friday and Saturday - 9.00am to 4.00pm.

Registered Traders may conduct their business between 9.00am and 4.00pm.

Stalls must not be occupied before 5.30am and must be vacated by 6.00pm.

Traders must not begin to pack their goods away until 4.00pm

At the end of each trading day, the Market must be cleared of goods, rubbish and vehicles, including trailers and mobile units by 6.00pm

Where winter trading or weather conditions are particularly unfavourable, trading hours may be reduced, following consultation with and agreement by the Market Services Co-ordinator.

The Disciplinary Procedure, set out at article 11 below, will be invoked against any Traders found to be setting up, removing, or to have removed goods prior to the times stated.

The Market will be closed on Christmas Day, Boxing Day and New Year's Day.

Other trading days and Bank Holidays are at the discretion of the Market Authority.

4.0 VEHICLES

Entry to the Market will be via Peakman Street and Silver Street. Exit will be via the Market Walk/Silver Street service road towards the 'Traders Only' car park.

Local planning consent prohibits the movement of vehicles in the market area and states that:-

"No vehicles making deliveries/collections or trading shall enter or manoeuvre on the site between the hours of 0830 and 1600 on any day except in the case of the early closure of the Market at the request of the Market Services Co-ordinator. Such vehicles shall also not enter the site before 0530 on any day, or remain on site beyond 1800 on any day."

To this end, all Traders must remove their vehicles from the Market by 08.30am or immediately after unloading, if this is sooner, or at the request of the Market Services Co-ordinator. Vehicles are not allowed into the Market for Traders to load goods until 16.00pm. Only under exceptional circumstances and with the prior consent of the Market Services Co-ordinator, may vehicles be brought on to the market.

Any vehicle brought on outside these hours will be in direct contravention of this local planning consent and, in addition to any penalties imposed by the Enforcement Officers, the Market Authority may also invoke the disciplinary procedure.

Loading and unloading must be completed in the shortest time possible. Vehicles must be parked as close to stall(s) as possible so as to cause minimum obstruction to other vehicles, pedestrians and members of the general public. Vehicles must be removed immediately, if requested to do so by the Market Services Co-ordinator or a representative of the Emergency Services.

Any damage caused by the presence of a vehicle must be reported to the Market Services Co-ordinator without delay and any oil, or other spillage, must be removed immediately.

The filling or emptying of fuel tanks is strictly prohibited.

The speed limit on the Market and all the pedestrianised areas is 4 miles per hour. Reversing and manoeuvring, must be supervised by a responsible second person at all times

Parking on the service road or other areas, except the parking area provided, is strictly prohibited. Traders must use the 'Traders Only' Car Park, or find alternative parking. The Market Authority does not guarantee space in the Traders' Car Park; only one vehicle per trader will be permitted and the long term use of this facility is not assured and may be withdrawn from any Trader for abuse of these regulations.

5.0 STALLS

5.1 Occupancy

Registered Traders must occupy their permanently allocated stall(s) by 8.00am; stalls not occupied by this time will be allocated to Casual Traders unless the Registered Trader has notified the Market Services Co-ordinator that he/she is en-route to the Market, in which case a Registered Trader's stall will be held vacant until 8.15am after which time it may be allocated to a Casual Trader.

A Casual Trader cannot be removed from a stall(s) once allocated, even if the Registered Trader arrives later at the Market. The displaced Registered Trader will be offered an alternative stall(s) if available.

A Registered Trader will still be required to pay the stall fees for the stall even if it has been allocated to a Casual Trader due to the late arrival and failure to communicate with the Market Services Co-ordinator. Any Registered Trader who arrives after 8.15am will not be allowed to occupy any market stall, including his/her own stall and the fee(s) will still be payable.

Traders must ensure that they, or a responsible adult (aged 18+), who is able to act for and on behalf of the Trader, is in attendance on the stall at all times. Traders must notify the Market Authority of the names of all persons (paid or unpaid) on their stalls at any time and shall be responsible for the conduct of any such persons under these Regulations whilst they are on the Trader's stall

No Trader may occupy a stall, other than the allocated stall, without the permission of the Market Services Co-ordinator. Should any Trader do so he/she will be asked to remove their goods and leave the Market immediately and will not be allowed to trade that day.

The Market Services Co-ordinator will, where possible, ensure that there are at least three stalls between Traders selling the same or similar goods.

5.2 Daily Allocation

The Market Services Co-ordinator will allocate empty stalls to Casual Traders at 8.00 am each day. Empty stalls are normally given out on a 'seniority' basis using the information from the register of Casual Traders for the day, together with the relevant number of attendance credits, if any; i.e. the Casual Trader who has attended the Market for the longest, unbroken period of time will be considered first.

However, this rule may be varied if a Casual Trader wishes to sell goods which are not already represented on the Market that particular day and that Trader will be considered first and may be given priority.

5.3 Vacant Stalls

Stalls or pitches made vacant by termination of a regular reservation will normally be let as follows:

- By transfer to a Registered Trader upon relinquishing his/her current stall or pitch
- Where more than one Registered Trader applies, payment history, behaviour, length of service and attendance on the market, will be a deciding factor
- To the Casual Trader with the best attendance record.

Where a Trader who sells a 'specialist trade line' ceases to trade on Redditch Open Air Market, the Market Authority reserves the right to permanently allocate the same stalls to a Trader who sells the same or similar 'special trade line'. This is in order to maintain the diverse range of goods offered for sale on Redditch Open Air Market.

5.4 Partnerships

The right to trade on any particular stall / pitch is personal to the individual Registered Trader

When a stall is permanently allocated, a maximum of two persons may be named as the stallholders and they will have joint and several responsibility under these Regulations including any enforcement action taken under them.

If a sole Trader intends to form a trading partnership, then the Trader shall give the Market Authority at least one month's notice to terminate the existing registration and submit a new application for a joint registration at the same time.

5.5 Permanent Allocation of a Stall(s)

The permanent allocation of a stall(s) to a Trader relates exclusively to particular stall(s) which only entitles the Trader to occupy the stall for the purposes of trading on the Redditch Open Market and does not bestow any other rights or interest in the stall(s), on the Trader.

Only the Trader named on the Registration Form, or their employee or representative (whether paid employee or not) may occupy the stall allocated to the Trader.

No Trader has power to allow other person(s) to occupy their stall.

5.6 Stall Space

Traders may display goods on the areas for which they have paid a stall rent. Traders' wares must be confined to the framework of the actual table top 10 ft x 4 ft (3.05m x 1.22m) and under the table top. Traders will also be allowed to display goods one metre from the foot of the stall to the front and side, where space permits. This will be marked out by black marking paint. Any goods which are hung from the stall must be displayed in such a manner as to present no risk to the public. Build-outs will not be permitted and any attachments must be within the confines of the stall and agreed by the Market Services Co-ordinator.

For a further additional fee, Registered Traders may request permission from the on-site Market Services Co-ordinator to spread goods to one empty stall. A stall will be deemed 'empty' if it has not been allocated to a Trader by 08.30am on the day of trading. Permission to spread goods will only be given if no objections are raised by other Registered Traders and will be conditional upon payment of a fee equal to 10% of the Registered Trader rate for the relevant day, rounded to the nearest 50p.

Only Registered Traders will be permitted to spread goods to a maximum of one adjacent empty stall per day at the discounted rate.

Where a Registered Trader has previously held two or more stalls and reduces the number held, they will not be permitted to use an adjacent empty stall for a period of six months following the reduction in number of stalls they are registered to trade from, except on payment of the full casual rent for that stall.

6.0 TRADE LINES:

All applications for a stall(s) on the Market must include full details of goods to be sold on the stall.

Where Traders indicate on their application form that it is their intention to sell 'fancy' or 'household' goods, they shall be required to list the type or kind of article to be offered for sale.

Changes or additions to existing lines requires prior written consent from the Market Authority and provided any amendment or addition is in the same general category as the goods applied for, this consent will not be unreasonably withheld.

Traders may be asked to remove goods which were not included in the original or amended application.

Redditch Open Air Market is not a single line market and encourages healthy competition. The Market Authority reserves the right to allocate any available stall or pitch without regard to the lines being sold by Traders in adjacent stalls or pitches.

7.0 GOODS:

7.1 Goods Sold

The Market Authority reserves the right to control the type of goods permitted to be sold and will not agree to the sale of cigarettes, tobacco, animals (domestic or otherwise), fireworks, firearms, offensive weapons (or replicas of the same), or laser pens.

No items of a sectarian nature or items which could encourage or assist the taking of illegal substances may be sold.

It is an offence to sell counterfeit goods (e.g. clothing, perfume, aftershave, computer software, CDs, DVDs, VHS/audio tapes) and should the Market Authority be notified by the Trading Standards Authority that a Trader has been found to have sold counterfeit goods then they may be suspended from the Market and prohibited from further trading on the Market.

7.2 Scales

Scales used for the weighing of loose goods must be placed on a solid surface and be clearly visible at all times to members of the public

Traders must allow Officers from Trading Standards to test and inspect the accuracy of the scales being used.

8.0 PAYMENT AND NON-PAYMENT OF FEES

8.1 Registered Traders

The fees are due by 11.00 am on the 25th day of the month to which they relate and must be paid by cheque to the Market Services Co-ordinator.

Registered Traders wishing to pay their monthly fee by cash must take their invoice and cash to the cashiers' desk at the Town Hall by the due date and time.

Alternatively, Traders may pay the daily rate to the Market Services Co-ordinator, who will give the Trader a signed and dated receipt for the sum paid

Should a Trader fail to pay the fees due, he/she will be instructed to cease trading, remove their goods and leave the Market immediately.

If monthly fees are not paid, then the charges for any subsequent day's trading will be at the Casual rate. Seven days' written demand for payment and notice of termination of the stall agreement will be given to a defaulting Registered Trader during which time the outstanding fees must be paid or the authorisation will cease.

Traders will not be allowed to trade again, as a Casual Trader, until all outstanding fees have been paid in full.

If outstanding fees are not paid within seven days, the Market Authority will raise an invoice for the outstanding amount through its Debt Recovery Team and direct them to pursue payment.

The responsibility for paying fees lies with the Trader, whether or not they are demanded by the Market Authority.

8.2 Casual / New Traders

Casual and New Trader's fees are payable, in cash, to the Market Services Co-ordinator, on the day of trading, before trading commences.

The Market Services Co-ordinator will issue a signed and dated receipt for the sum paid.

9.0 DISCOUNTS

9.1 New Trader Incentive

A 'New Trader' to Redditch Open Air Market is an individual who has not booked a stall on Redditch Open Air Market at any point in the preceding 18 months (whether or not they actually traded), and whose spouse / partner / business partner has not booked a stall on Redditch Open Air Market at any point in the preceding 18 months (whether or not they actually traded).

The discount for New Traders only applies from the 1st of January to the 30th of September of any year and is limited to one stall per Trader per day and where the Trader has given notice of stall requirements before the end of the working day immediately preceding the requested day of trading. To qualify for the discount on a Saturday, the Trader must have traded on at least one day in the four trading days immediately preceding the Saturday in question.

The discounted period lasts for six calendar weeks commencing on the first day that the Trader books to trade at Redditch Open Air Market, whether or not they actually trade. For the first two calendar weeks of the discounted period, a flat fee will be payable of £7.50 on weekdays, or £12.50 on Saturdays. For weeks three to six of the discounted period, a fee of 50% of the applicable Casual Trader fee for the relevant day of trading and stall type will be payable

9.2 Charitable / Not For Profit Organisations

The Head of Service may allocate up to two stalls per day free of charge to charitable / 'not for profit' organisations when stalls are not required by Registered or Casual Traders. Charities will be bound by all other Market Rules and Regulations including evidence of Public Liability Insurance.

9.3 Disruption

The Market Authority may alter the position or alignment of stalls or pitches either temporarily or permanently if, in the opinion of the Authority, such alterations are beneficial to the market or to accommodate installation, repairs or reinstatement of services, roadways, public access walkways etc. In cases where significant disruption to trading is experienced, the Head of Service has been given delegated authority to apply up to a maximum 50% discount of the otherwise applicable fee as determined by the Head of Service.

9.4 Cancelled Market

The calling of non-trading days and adverse weather conditions will be initiated by the Market Services Co-ordinator at 6.30am under the following circumstances:

- A Met Office Severe Weather warning has been issued covering Redditch for any part of the trading day
- Snow cover on the Market, with a Met Office forecast of no thaw;

A decision made early enough in the day to minimise disruption and inconvenience to Traders may sometimes lead to the Market being cancelled when the weather is not as severe as that forecast, or should the weather conditions improve. In this instance, credits will be given to Registered Traders.

Conversely, after an early decision that weather conditions are suitable for trading, the weather may deteriorate and lead to Traders setting up stalls and commencing to trade only to find that conditions quickly become unsuitable for trading. In these conditions the Market Services Co-ordinator may make the decision to:

- Abandon the market on that particular day; or
- Speak with the Traders and allow those who want to abandon, to leave and to allow those who wish to continue trading to stay.

In the first instance, Traders will cease trading, pack up and go and a credit will be given for that day to those Traders who are in actual attendance on the Market.

In the second instance, Traders who pack up and go will be given a credit, those who continue trading will not.

10.0 SCALE OF CHARGES

The Market Authority will review all fees and charges on an annual basis and will normally implement revised charges in April each year. Where possible, the Market Authority will provide traders with 28 days' notice of any / all price changes.

Fees and Charges as from April 1, 2009:

	2009/10
	£
<u>Outdoor Market Rents (VAT exempt)</u>	
Registered Traders	
- Stall or flower pitch - includes electricity charge for lighting only	
Monday	14.00
Tuesday	15.45
Thursday and Friday	15.90
Saturday	24.40
Casual Trader -	
- Stall or flower pitch - includes electricity charge for lighting only	
Monday	18.10
Tuesday	20.10
Thursday and Friday	20.75
Saturday	31.80
Registered Van Pitch or food trailer	
- with full electricity supply	
Monday	26.95
Tuesday	29.40
Thursday and Friday	30.65
Saturday	37.45
Casual Van Pitch or food trailer	
- with full electricity supply	
Monday	35.10
Tuesday	38.30
Thursday and Friday	39.90
Saturday	48.70

Seasonal discounts for all registered stall holders/licensed van pitches will be applied at the rate of 15% in January, February and March to all the above rents.

Any trader occupying a stall for which he/she is not registered on that day is by definition a Casual Trader and will pay the appropriate casual fee for that day. However, a Registered Trader taking additional stalls on a day he/she is currently registered will be charged the registered fee for any extra stalls.

11.0 DISCIPLINARY PROCEDURE

Market Traders and/or their employees, representatives or guests for whose conduct the Trader is responsible, who breach any of the Market Rules or Regulations, will receive a written notification of the breach and will be invited to make any representations in relation to the breach.

The written notification and any subsequent confirmation of the breach as a result of any representation received from the Trader, will remain on file for a period of 52 weeks.

In the event of a second breach of the Market Rules or Regulations within this 52 week period, the Trader will again be notified of the breach and invited to make representations in relation to it.

If a second breach is established, the Trader will be suspended from trading on the Market for a period of not less than 1 week and not more than 1 month.

Should a Trader breach the Market Rules or Regulations on a third occasion within the 52 week period of the first written notification, the Trader will have his/her registration cancelled and not be permitted to trade on the Council's Market in the future.

If, in the opinion of the Market Services Co-ordinator, a Trader and/or his/her employees, representatives or guests have caused, permitted or become involved in serious misbehaviour, including threats of violence, threatening or racist behaviour, assault or theft, or has been convicted of a serious criminal offence, the Market Authority may suspend the Trader concerned immediately from attending the Market.

The Trader will be given an opportunity to make representations in relation to the alleged conduct / conviction and if the Market Authority determines that the nature of the behaviour is so serious as to justify termination of the Trader's registration, written notification of termination will be given to the Trader.

Charges will be levied during any period of suspension at the same rate as if the Trader had attended the Market, whether his/her reserved stall is temporarily reallocated or not.

12.0 REMOVAL OF REFUSE

All Traders are responsible for maintaining, free from refuse and in a clean condition, the pitch and area immediately adjacent and underneath the stall throughout the trading day and shall leave this area clean before departure from the Market.

Traders will be issued with a single black refuse sack each trading day and at the end of the day will tie the sack and leave it on the stall for the cleansing crew to collect. Cardboard should not be placed in the black sacks. Traders are responsible for taking the cardboard to the special container provided, located near to the Traders' car park, or take it home.

Traders are reminded that only 1 sack of refuse generated from their day's trading activities at Redditch Open Air Market will be removed by cleansing staff.

It is a breach of these Regulations to leave more than one sack of refuse on any one day.

Any additional refuse left will be charged at the full commercial rate.

Traders who generate excess waste should enter into a Trade Waste Agreement with a commercial waste carrier.

13.0 ATTENDANCE / ABSENCE

All Registered Traders must be present on the pitch / stall for a minimum of 50% of the trading day, each day. Other operating times may be covered by a named responsible adult person (aged 18+), who is able to act for and on behalf of the Trader whether or not they are employed by the Trader.

When a Registered Trader does not use his/her stall / pitch, full rent will be payable for each stall / pitch not occupied. If a Registered Trader does not use his/her stall / pitch for four consecutive weekdays, (e.g. four successive Tuesdays) they automatically lose the right to a permanently allocated stall / pitch.

The Trader will not be allowed to trade again, even as a Casual Trader, until he/she has paid any outstanding fees. If a Registered Trader has six unauthorised absences of the same weekday (e.g. six Tuesdays) in any six month period, the Market Authority will terminate the Trader's registration.

A Medical Certificate must support absences due to sickness extending beyond one week. In situations where long term absence, i.e. a period of over 4 weeks, of a Trader is necessitated through illness and where appropriate certification is provided, the Market Authority will consider waiving fees in the light of individual circumstances.

Other absences must be notified to the Market Services Co-ordinator at least one week in advance, unless exceptional circumstances exist.

14.0 STALL PRESENTATION

Stall, mobile and van display should present a creative and professional image of both Redditch Open Air Market and the products concerned. The Market Authority wish to maintain an attractive appearance to the Market for the benefit of creating and maintaining an active and vibrant market; the appearance of mobiles / vans must be neat and tidy and they must be regularly cleaned. Stall display of goods for sale should be attractive and tidy. If, in the opinion of the Market Services Co-ordinator, this falls below standard, the Trader will be asked to improve the appearance.

Boxes, empty or full, and rubbish must be kept out of sight under the stalls at all times. Excess amounts of rubbish must be taken to the designated point.

Traders are encouraged to use material board covers. Traders must ensure that side and rear sheets covering are either colourless and transparent or green and white stripes as per the stall canopies.

Failure to comply with any reasonable request is a breach of the Regulations and may result in disciplinary action as set out in paragraph 9 above, being taken against the Trader concerned.

15.0 TERMINATION OF REGISTRATION

Traders may terminate their registration, at any time, by giving the Market Authority one month's notice in writing.

16.0 AMENDMENTS

The Head of Service, in consultation with the Portfolio Holder, is empowered to alter or vary these Rules and Regulations if it is in the general interest of the Market to do so.