

MARKET POLICY, TERMS & CONDITIONS OF LETTING



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1. AIMS AND OBJECTIVES

- 1.1 To maintain the operation of the South Holland District Council (SHDC) regular markets at the below locations:
 - Spalding Market – Market Place/Hall Place
 - Holbeach Market – Boston Rd South Car Park
 - Long Sutton Market – Market Place
 - Crowland Market – North Street
- 1.2 To preserve the markets joint functions as an economic entity and visitor attraction by offering a diverse and attractive range of goods and services to all.
- 1.3 To seek to work towards managing the market on a cost neutral basis whilst providing wider benefits to each of the market towns by having a vibrant town centre market.

2. GOVERNANCE

- 2.1 The market is part of the Council's Leisure & Local Services Division. The following personnel have responsibility for operating and managing the market:
 - The Market Officer is responsible for day-to-day market operations.
 - The Market Manager will act as Line Manager for all market operations.
 - The Assistant Director will act as Head of Service for all market operations.

The market will be subject to the Council's audit process.

3. PERFORMANCE MONITORING

- 3.1 The performance of the market will be monitored in terms of:
 - The number of pitches sold.
 - Income & costs in the context of the objective to operate on a cost neutral basis.

4. FREQUENCY

- 4.1 The Council will hold markets on the following days:
 - Spalding Market – Tuesday and Saturday
 - Holbeach Market – Thursday
 - Long Sutton Market - Friday
 - Crowland Market – Friday
- 4.2 When bank holidays fall on market day, no market shall be held apart from Good Friday.

- 4.3 No markets will be held during the Christmas period between 25th December – 1st January inclusive under any circumstances. Any trader found to be trading on any SHDC Markets during this period will be in breach of Market Policy.

5. SPECIALITY MARKETS

- 5.1 The Council may, where it considers it appropriate, encourage and support certain speciality markets providing they do not negatively impact upon the regular markets. Such markets might include, but are not restricted to, Farmers Markets, Makers Markets, Continental Markets and Antique & Craft Fairs.
- 5.2 For those speciality markets underrepresented, the Council may offer discounted promotional fee's until they deem fit.

6. TENANT MIX

- 6.1 There is no specific limit to the number of traders selling the same or similar product/service, but the Council is responsible for ensuring a balance of goods to make the market attractive to customers. In the first instance, any issues between traders are to be brought to the attention of the Market Officer, who will then seek advice and a decision from the Market Manager.
- 6.2 The Markets Team will assess new applications for trading against the current balance on the market. Prospective traders will only be granted permission to trade if there is space within the current market layout, and the goods they want to sell are not overrepresented on the market.
- 6.3 Any appeals will be dealt with by the Assistant Director of service.
- 6.4 When assessing the tenant mix, regular traders and new regular traders will take precedence over casual traders, which may result in casual traders losing their right to sell certain goods if new regular traders request to sell similar goods/services.

7. CHANGES IN GOODS TRADED

- 7.1 In the event of a trader wishing to make a material change in the type or range of goods traded or services provided, the trader must apply for approval via the GOSS booking and payment system by logging into their My Account, then 'Edit your details'. The Markets Team will then assess the request to approve or reject. The trader will then be notified of the decision.

The trader shall not make any material changes in the type or range of goods traded prior to receiving the necessary consent.

- 7.2 Where traders request to sell specific items that are not generally related to the traders original/main line of goods, the Council may reject those items upon application. For example, a fruit and veg trader requesting to sell handbags, or a clothing trader requesting to sell fruit and veg. This is to prevent traders poaching each other's best-selling lines.
- 7.3 When describing the type or range of goods in an application, traders must describe them with sufficient detail. For example, 'seasonal goods' would not be acceptable. This is to assist the Council to ensure a fair balance of goods and services for the market.
- 7.4 If traders have ceased selling a certain range of goods or services from their license and are not likely to continue to do so for the foreseeable future, they should update their profile at the earliest opportunity.

8. TRADING ON SOUTH HOLLAND MARKETS

- 8.1 Via [South Holland District Council website \(Markets\)](#), all traders will be required to register for a 'My Account' or log into their My Account if they already have one. Once logged in, traders will be required to complete a markets application on the GOSS booking and payments system.
- 8.2 Once all the required information is received, and providing the application is successful, the applicant will receive a licence to trade. The licence permits the stallholder to trade on agreed markets only and sell only the permitted goods as provided in the application process. Should these need to be amended you must contact the Markets Team.
- 8.3 Traders on SHDC Markets are categorised as either 'regular' or 'casual' traders. All special traders such as farmers/makers, etc. will be classed as casual traders.

Regular traders - Regular traders are traders who stand on a weekly basis at a particular market. They're deemed to be regular traders when they have stood for 12 consecutive market days. For example, 12 weeks standing at a Spalding Tuesday market. Regular traders will be offered, where possible, the same pitch for each market they attend; however, locations may differ depending on the day or event.

Casual traders - Traders are deemed to be casual traders when they attend markets on an irregular basis and meet the criteria below. Casual traders will only be offered a gazebo/pitch subject to availability and will not be entitled to stand at the same location each time they attend.

- 8.4 A trader can change from casual to regular at any time. A trader who is regular can change to a casual status at any time but will not be able to become a regular trader again for another year from the date they change.
- 8.5 Permission to commence trading on SHDC Markets, whether as a regular or

casual trader, is subject to available space and mix of traders, as well as compliance, by the trader, with all the following conditions:

- 8.6 In making the application, the trader accepts compliance with the Market Policy and Severe Weather Policy.
- 8.7 Traders will need to upload a copy of a current certificate demonstrating valid Public Liability Insurance against an amount of not less than £5,000,000 (5 million pounds).
- 8.8 Traders may need to provide current electrical and gas safety certificates for any equipment that is to be used on the market. All electrical equipment is also to be PAT tested and appropriately labelled. All tests are to be renewed annually.
- 8.9 Traders will need to provide a copy of their food hygiene and health and safety certificates if appropriate.
- 8.10 Upon request, traders will need to provide a risk assessment for any equipment used including their own stall/gazebos. If traders are unable to provide sufficient details regarding their stall's/gazebo's limitations in inclement weather conditions, the Council have the right to restrict the use of a trader's stall/gazebo.
- 8.11 No trader shall use amplified sounds such as radios, loudspeakers or other instruments without permission from the Markets Team.

9. REGULAR/CASUAL/SPECIAL TRADER BOOKINGS AND CANCELLATIONS

- 9.1 All regular traders will have their pre-approved number of pitches and set up requirements automatically reserved by the GOSS booking and payment system when dates are created by the Markets Team. Traders will be emailed regarding the reservations made and will be able to pay for those reservations or book non-attendance days as soon as they're created.
- 9.2 All regular trader reservations **must be paid by 2pm**, the day before the market.
- 9.3 Casual traders will need to **book/pay by 2pm** the day before the market. They must receive confirmation of their booking to stand prior to attending the market.
- 9.4 Casual traders will be able to cancel their bookings until 2pm, the day before the market. Casual trader fees are non-refundable. If the cancellation is due to unforeseen circumstances, the Markets Team may offer a discount code for a future market.
- 9.5 The GOSS System will not allow any bookings past the 2pm deadlines and for any regular traders that have not paid for their reservation by that time, a non-attendance day will be used from their balance. If no balance is available to use, and if the Markets Team deem it necessary, the trader will lose their regular trader status

- 9.6 Casual traders will be able to book up to 28 days in advance.
- 9.7 If casual traders wish to book more than one pitch on any market, they should contact the Markets Team to ensure neighboring pitches are available.
- 9.8 For some specialist markets such as the Makers and Farmers Markets, pitch reservations may be made by the Markets Team. Any request for a pitch payment from a trader will be subject to a defined timeframe, to ensure pitch availability is secured and paid for.
- 9.9 Any regular/casual/special trader will be able to book as a casual trader on any SHDC market if approved upon application. Permission to stand casually at other markets after an application has been approved should be requested by emailing the Markets Team or speaking to the Markets Officer.
- 9.10 Regular traders trading casually on another SHDC market will be charged at their usual regular fee.

10. INDEMNITY AND INSURANCES

- 10.1 Traders shall protect the Council from, and against, all claims, damages, losses, expenses, and costs in respect of any explosion, fire, accident or injury to any persons or property which may have arisen as a result of, or in connection with, the occupation or use of any gazebo/pitch on any part of any SHDC Markets.
- 10.2 Once registered, traders will be notified via email when their insurance has expired. Failure to upload proof of insurance within 7 days will result in their account being disabled and any future reservations/bookings will be cancelled with no refunds. Regular traders may also lose their regular trader status.
- 10.3 Proof of insurance against an amount of no less than £5,000,000 (five million pounds) shall be required upon initial application to trade and annually upon renewal of such insurance.

11. CORE TRADING TIMES

- 11.1 Core trading times are those hours during which pitches must be occupied, stock presented and available to trade.
- 11.2 Core trading times are 9am – 2pm.
- 11.3 Traders may only start packing away 30 minutes before core trading times end, unless authorised by the Markets Team.
- 11.4 Traders must take occupation of their pitch by 9am, unless authorised by the Markets Team. In cases of inclement weather, trading times may be altered.

12. ALLOCATED PITCHES

- 12.1 All regular traders should, wherever possible, be allocated the same pitch at each of their approved markets. Where this is not possible, the Council will allocate a pitch as near as possible to the regular position, or a pitch of their preference, according to availability.
- 12.2 For special markets or events, the Markets Team may move regular traders in order to facilitate the market/event to enhance the overall visitor experience or operation of the market.
- 12.3 In all cases, the allocation of gazebos/pitches remains at the absolute discretion of the Council.

13. VEHICLES

- 13.1 The location of the traders vehicle(s) shall be agreed with the Markets Team to ensure that the area remains a safe environment for all.
- 13.2 Traders must ensure that they do not cause any inconvenience to the public or other traders when on the market.
- 13.3 Traders must make themselves aware of parking/loading restrictions surrounding the Market area. The Council will not be responsible for any parking tickets issued to a trader.
- 13.4 Traders shall not return their off-site vehicles to the market during core trading times nor shall on-site vehicles be removed from the market during core trading times, unless agreed by the Markets Team.

14. CHARITIES AND NON-COMMERCIAL ORGANISATIONS

- 14.1 Where the market can be let to capacity, priority will be with commercial traders to stand.
- 14.2 All applications from charities and non-commercial organisations shall be treated in the same way as applications from commercial traders, including complying with all conditions set within the Market Policy.
- 14.3 Each charity/non-commercial organisation shall be permitted to stand, free of charge, once every 3 months at each market. Attendance at subsequent markets shall be chargeable at the full casual rate.

- 14.4 There will be no more than 4 charity/non-commercial organisations pitches permitted at each market, unless a speciality Charity Market is held. Gazebo's may be provided depending on availability and staffing levels.
- 14.5 SHDC reserves the right to stand at any time to promote awareness of its own services where appropriate.
- 14.6 No organisation shall stand to promote and/or influence political parties, political campaigns, the promotion of a particular religion, or the promotion of religion in general without the consent of the Council.

15. FEES

- 15.1 **Strictly, all bookings must be paid for prior to traders standing on any market.** Any traders found to be standing on the market without having paid will be asked to leave the market immediately and disciplinary action will be taken.
- 15.2 All paid fees are non-refundable in all circumstances. If regular traders have paid for their reservation and then decide they wish to book a non-attendance day in place of a paid booking, they will be provided a free-market discount code to use on a future reservation.
- 15.3 Once fees are paid, traders will receive an email confirmation from the Markets Team to confirm the booking has been paid and a separate receipt showing details of what has been booked and paid for from Pay Capita.
- 15.4 We reserve the right to review market fees and alter the charges as we deem necessary. All traders will be notified at least 4 weeks before any changes are implemented.
- 15.5 The Markets Team have the right to dedicate part of the market footprint to an auctioneer, along with its own fees, to be confirmed upon application.
- 15.6 Fees shall be set in each case relating to the number of pitches/gazebos occupied by the trader.
- 15.7 For traders selling directly from their vehicles, they will be charged per 3.05m pitch.

Current fees from April 2026:

Spalding Market

Regular trader - £10.00 per pitch
Casual trader - £11.00 per pitch
Gazebo – £2.00
Electric - £2.00

Holbeach Market

Regular trader - £8.00 per pitch
Casual trader - £9.00 per pitch
Gazebo – £2.00
Electric - £2.00

Long Sutton Market

Regular trader - £11.00 per pitch
Casual trader - £12.00 per pitch
Gazebo – £2.00
Electric – Not available

Crowland Market

Regular trader - £5.00 per pitch
Casual trader - £6.00 per pitch
Gazebo – £2.00
Electric – Not available

To book electric or a gazebo, traders must seek permission from Markets Officer before booking.

*Please see the Severe Weather Policy regarding fees in inclement weather.

15.8 Incentives

1. As a trial, all new traders can **stand for free** on their first market.
2. Any traders that have previously traded on any SHDC Market but haven't done so for over 12 months will be entitled to all incentives. **This doesn't include traders who have previously served a disciplinary suspension.*
3. All incentives are subject to change, at any time, by the Council.

16. LAYOUT

16.1 The Council reserves the right to alter the layout of the market from time to time, in order to accommodate any work, events or other activities in the Market Place. Wherever possible, such changes will be notified to the traders affected by the changes in advance of market days.

16.2 The Council reserves the right to temporarily or permanently alter the layout of the market.

17. GAZEBO & PITCH BOUNDARIES

- 17.1 All traders are responsible for ensuring the best presentation of their pitch. If the Markets Team request improvements to the presentation of the pitch, the trader shall fulfil those requirements.
- 17.2 Traders shall not, without specific approval from the Markets Team, place goods or refuse or in any way occupy any area beyond the boundaries of the gazebo/pitch rented to them. This applies to all such goods or refuse, whether placed on the ground, on tables, boxes, rails, or suspended from the frame of the gazebo.
- 17.3 The boundary of the gazebo/pitch is defined as an area enclosed by the frame of the gazebo as supplied by the Council. Gazebos/pitches are based on a 3.05m x 3.05m footprint and any additional space must be agreed with the Markets Team and charged accordingly, if required. This will also be dependent on the availability within the Market Place if space is limited.
- 17.4 The Council shall permit extensions to gazebos/pitches, at its discretion, where to do so would not impede the operation or safety of the market. Erection of extensions to gazebos will be in agreement with the Markets Team. The Council reserves the right to charge for any additional space occupied outside the usual gazebo/pitch boundary.
- 17.5 Traders must not use an empty pitch/gazebo without obtaining permission from the Market Officer.
- 17.6 Traders must not display any signs other than those connected with their retail business.

18. GENERATOR USE ON THE MARKET

- 18.1 Traders are asked to only use 'silent' generators on SHDC Markets. Please seek advice from the Markets Team for which generators are suitable.
- 18.2 If complaints are received regarding the use of a traders generator, the Markets Team has the right to ask for the generator to be switched off. Failure to do so will be considered a breach of policy.

19. GAZEBOS - ERECTION, DISMANTLING, USE AND DAMAGE

- 19.1 A limited number of gazebos are available to hire from SHDC. To book one, you must seek approval from the Markets Officer before making a booking.
- 19.2 Traders who hire a gazebo must assist the Markets Officer in the erection and dismantling. They must take part in training and sign a training form prior to using one.
- 19.3 Where property has been provided to traders, these remain the property of SHDC Council and are not to be used elsewhere. They must also be returned

immediately upon request.

19.4 Should damage occur or someone be injured as a result of any trader not using their own stall/gazebo safely, they will be liable for this, rather than the Council.

19.5 Traders using their own stall/gazebo are to ensure they have sufficient weights and fastenings to support any stall/gazebo used in inclement weather conditions.

20. TRANSFER OR SUB-LETTING OF GAZEBOS/PITCHES

20.1 The transfer or sub-letting of gazebos/pitches, or any part thereof, is strictly prohibited.

20.2 In the event of a trader disposing of their business to another, a new application for permission to stand shall be completed by the new owner and submitted to the Council for consideration. The Council, for its part, shall not unreasonably withhold permission and shall, where possible, allocate the same pitch as previously used by the previous trader. The new owner shall not stand prior to receiving the necessary approval.

21. ABSENCE FROM THE MARKETS

21.1 Regular traders are permitted 'Non-attendance' days from the market, without being liable for payment, for up to 8 days per market day they stand on. This would include days such as holidays, inclement weather days and cancelled bookings. The absence period will run between the 1st April – 31st March.

21.2 If a regular trader operates at more than one market, their allocated non-attendance days will be combined into a single total. The trader can then use these non-attendance days flexibly across all the markets where they stand.

21.3 Regular traders will be able to book non-attendance days as soon as the dates are created on GOSS by the Markets Team.

21.4 In using their permitted non-attendance days, traders will retain the benefits of being a regular trader such as cheaper fees and a regular pitch. Any regular traders that exceed their allocated non-attendance days allowance and fail to pay for their pitch will lose their regular status and will revert to a casual trader status.

21.5 All non-attendance days must be booked by 2pm the day before the market.

If a regular traders reservation isn't paid for and a non-attendance day is not booked by 2pm the day before the market, 1 non-attendance day will be automatically used from the traders balance and their pitch will not be reserved, resulting in the trader not being able to stand. The pitch will then be made available to others. This cannot be rectified on the GOSS system after the deadline has passed.

21.6 Regular traders trading casually at other markets will be able to cancel their bookings without it affecting their non-attendance days balance, but the fee is non-refundable.

21.7 Any new regular traders will be issued their non-attendance days as below:

- Application approved between 1st April – 30th June – **8 days**
- Application approved between 1st July – 30th September – **6 days**
- Application approved between 1st October – 31st December – **4 days**
- Application approved between 1st January – 31st March – **2 days**

21.8 If an absence is because of short-term illness, then non-attendance days should be used. Any trader suffering a long-term illness may be asked to provide written proof, and, in such cases, will not be charged for those periods of absence and will retain their regular trader status. It will be for the Markets Manager to assess these circumstances on an individual basis.

21.9 The Council reserves the right to let vacant regular pitches to casual traders during periods of absence. However, the Council will aim to ensure a casual trader doesn't sell the same goods as where a regular trader would stand.

21.10 Any trader anticipating a delay in arriving before core trading times due to unforeseen circumstances must notify the Market Officer by 9am.

21.11 The Markets Team will decide on future discounts for traders who become ill and must leave the market, if their trading day is affected.

21.12 Following absence by a regular trader of four consecutive markets, without proper notification of the cause of absence, the agreement for that trader shall be terminated and the pitch re-let.

22. CONDUCT

22.1 Traders, their employees or representatives shall at all times exercise courtesy towards other traders, council employees and members of the public. Verbal or physical abuse will not be tolerated.

22.2 Traders, their employees or representatives shall always conduct themselves, inside and outside of the market environment in an orderly manner, including online. Their conduct should not cause any obstruction of the market or interfere in any way with the business of another trader and in compliance with instructions given from time to time by the Council

22.3 If traders have any objections, grievances, or complaints regarding the Councils decisions for the market, they are expected to follow the Councils complaint procedure, please refer to Section 24 of this Policy. If they fail to do so and are found to engage with any media or post any online content which results in

bringing the Council or the market into disrepute, or in turn obstructs and effects the trade of existing traders in the opinion of the Council, this will be considered a breach of policy.

23. TERMINATION OF LETTING AND DISCIPLINARY PROCEEDINGS

23.1 The Council has the absolute right to terminate the letting of a gazebo/pitch, with immediate effect in the event of:

- Breach, by any trader, of the Market Policy.
- Breach, by any trader, of any legislation pertaining to the operation of the market.

23.2 Where immediate termination is deemed appropriate, the trader will be ordered, by the Council, to leave the market and shall, within 10 days, be notified in writing as to the reason or reasons for the termination.

23.3 Where the breach is deemed not serious enough to warrant immediate termination, the breach may be dealt with via a suspension of trading.

23.4 Any breach of Markets Policy may be subject to other penalties depending on the severity of the breach, as follows:

Stage 1

Verbal warning (to be confirmed in writing).

Stage 2

1st written warning

Stage 3

Second breach of policy within a 12-month period where the trader will be issued with a final written warning. A warning will be given at this stage of the consequences of a 3rd breach within a 12-month period.

Stage 4

Third breach of policy within a 12-month period shall result in the trader being **suspended** from trading for a term to be determined by the Market Team, **or a termination** from trading. The trader shall, within 10 days, be notified, in writing as to the reason for the suspension or termination.

23.5 If any further breaches of policy occur within a 12-month period of their spent suspension, traders will be subject to immediate suspensions for a term to be determined by the Markets Team.

24. COMPLAINTS PROCEDURE

- 24.1 Any service request by a trader to provide or improve the service, fix a problem or reconsider a decision, should be directed in the first instance, either verbally, by email, or in writing, to the Market Officer. If the Markets Officer is unavailable the request should be made to the Market Manager .
- 24.2 If, after referral, the trader still considers that the issue has not been dealt with satisfactorily, then the Council's corporate complaints procedure as set out on the SHDC website should be followed.

25. GOODS TRADED AND OTHER RELEVANT LEGISLATION

- 25.1 All goods sold must comply with the Sale of Goods Act 1979 (as amended) in that they must be:
- as described (either verbally, on the label or packaging, or otherwise) of satisfactory quality and,
 - fit for purpose unless, prior to sale, any defects are brought to the attention of the buyer or where any such defects would be obvious to a prudent buyer.
- 25.2 All goods sold must also be lawfully in the possession of and lawfully offered for sale by the seller.
- 25.3 All traders should ensure that they're able to issue a written receipt showing the traders details when it is requested by the buyer.
- 25.4 Goods for sale must comply with all the relevant legislation in line with Trading Standards. The following must be considered; this is not an exhaustive list:
- Electrical equipment must meet European standards, indicated by a CE mark, and
 - Toys must be properly marked to ensure traceability, bear the CE mark, and be accompanied by instructions for use, and warnings where necessary, and
 - Upholstered furniture should comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.
- 25.5 Traders selling pet food and pet treats must meet the requirements laid down by the Food Standards Agency ([food.gov.uk/business-guidance/pet-food](https://www.food.gov.uk/business-guidance/pet-food)).
- 25.6 Traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944–48 and the Employment of Children Act 1973.

Definitions:

“Child” - Any person not over compulsory school age.

“Employed” - Includes any child who assists in a trade or occupation even where the child receives no monetary reward.

25.7 All traders are duty bound by law to follow the Health and Safety at Work etc. Act 1974. It is their responsibility to check and use the latest addition of the act, associated regulations, and guidance available.

25.8 The Council has the responsibility to upkeep the image of the market and to ensure quality goods and services are being sold. Therefore, traders wishing to sell new or secondhand items can do so at the discretion of the Market Manager. This may be dependent on such things as what is being sold, their condition and/or availability of pitches on the market.

26. SALES OF ILLEGAL OR INAPPROPRIATE GOODS

26.1 The Council have signed up to 'The Real Deal' campaign whereby Market Staff are taking positive and immediate action against those selling illegal or counterfeit goods. Traders are encouraged to report any suspicions to Market Staff at the earliest opportunity.

26.2 The Council reserves the right to terminate any letting, or to refuse any application on the grounds of illegality or inappropriateness of goods traded. Such goods include, but are not limited to pornography, knives used for non-culinary purposes, BB guns, replica guns, ornamental weapons, drugs of any class and items displaying abusive/lewd/obscene text or images.

26.3 No trader shall sell any item that contravenes any of the following, or similar associated legislation:

- a) Trade Descriptions Act 1968
- b) Video Recordings Act 1984
- c) Copyright Designs & Patents Act 1988
- d) Trademarks Act 1994

27. HEALTH & SAFETY

27.1 Traders will be expected to conduct their business in a safe and responsible manner. In particular traders shall ensure that all accidents, however small, involving market operations controlled by the Council must be reported to the District Council.

27.2 All traders have a legal responsibility to safeguard their staff, members of the public and any other person who has cause to use their gazebo/pitch. Traders are required to comply with all health and safety legislation and must report to the Council any reasonably foreseeable hazards that they do not have control over. Traders must comply with any reasonable requests made by the Council in respect of health and safety.

27.3 Propane or Butane should be stored in a safe manner in accordance with relevant health and safety legislation and associated Health and Safety Executive Codes of Practice.

- 27.4 Traders are responsible for checking their trading area at regular intervals to ensure no risks are posed. They must either resolve any issues or report them immediately to the Market Officer.
- 27.5 Traders must ensure that their allocated pitches are clean and tidy throughout the day and cleaned down at the end of each day.
- 27.6 It is the traders responsibility to ensure all cables are covered with purpose made cable covering and out of reach of members of the public, to prevent any injury.
- 27.7 All traders that use their own stalls/gazebos/equipment must complete a risk assessment and provide it to the council upon request.
- 27.8 Traders who employ five or more people must have their own Safety Policy and documented risk assessment, both of which are required by law and must be available for inspection at all times.
- 27.9 A health and safety inspection should be carried out by the Markets Team during each market. The inspection shall consider, but not be restricted to:
- Stall/gazebo frames.
 - Stall/gazebo frame safety pins.
 - Cables.
 - Electrical equipment – Should be in good order and covered by a current electrical safety certificate.
 - Traders trading practices.
 - Any obstructions.
 - Vehicle movement/positions.

28. EMERGENCY PROCEDURES

- 28.1 To facilitate safe evacuations of the market area, traders should ensure that stalls/gazebos do not encroach on walkways or traffic routes, taking account of the fact that there may be wheelchairs, pushchairs and prams etc. present.

29. INCIDENTS IN THE MARKET PLACE

- 29.1 The markets are held in a public open space and as such anyone can enter the space. Council staff have no power to remove anyone from the market area, regardless of how inappropriate their behaviour might be.
- 29.2 If any trader witnesses or experiences incidents of such behaviour they should call 101 or 999 to report the matter to the Police and thereafter, inform the Market Officer.
- 29.3 For any medical emergencies, traders should call 999. For medical non-emergencies, call 111.

30. COMPLIANCE WITH FOOD SAFETY REGULATIONS

30.1 All traders of hot or cold food will be required to comply with all relevant legislation and must have registered their business with the appropriate local authority. Standards to which traders must adhere are attached below. Traders are required to provide evidence of the registration.

30.2 For any advice, traders are asked to contact the Food Safety Team.

30.3 All traders of hot or cold food must have a food hygiene rating of 4 or 5.

30.4 All food traders must supply the Council with the following:

- Documentation from the local authority where the business is registered.
- Documentation showing the date of their last food hygiene inspection;
and
- Their current hygiene rating.

30.5 Where non-compliance is demonstrated the trader will no longer be able to trade on the market until the matter is resolved to the satisfaction of the District Council's Food Safety Team.

31. REFUSE REMOVAL

31.1 Traders are strictly forbidden to dispose of commercial market waste in public bins.

31.2 Traders shall be responsible for the removal and disposal of all their waste. Failure to do so may result in the Authority's Enforcement Officer taking action.

32. SEVERE WEATHER CONDITIONS

32.1 Severe weather conditions will be assessed using the guidance set out in the Council's Severe Weather Policy. The Council will ensure any decision to close, restrict or cancel the market is taken fairly, consistently, transparently and is communicated to all parties as soon as practicable.

32.2 The Markets Team will aim to assess the upcoming weather via the Met Office website/app to maintain a consistent approach, no later than **midday**, the day before the market. If a market is restricted after review, traders will be notified by email or direct contact from the Markets Team.

32.3 Please refer to the Council's Severe Weather Policy for further details.

33. CONSULTATION

34.1 The District Council will consult with Traders and hold meetings when necessary.

34. CHANGES TO THIS POLICY

34.1 This policy will be reviewed annually or sooner if required, and changes will be made where deemed necessary. Changes may be implemented without formal committee approval.

35. CONTACTS AND RESOURCES

Markets Team – Markets@SHolland.gov.uk

Markets Facebook page - @SouthHollandMarkets

Markets Officer – Paul Stannard – 07436 600979

Markets Manager – David Smith

[SHDC Food Safety Team website](#)

The Food Standards Agency – www.food.gov.uk

NABMA - www.nabma.com - info@nabma.com - 01691 680713

National Market Traders Federation – www.nmtf.co.uk - 01226 749021

SOUTH HOLLAND DISTRICT COUNCIL MARKETS

STANDARD CONDITIONS FOR FOOD BUSINESS OPERATORS

The Council recognises the need for stringent food safety procedures in the prevention of food borne illness. The following conditions have been devised to ensure food businesses trading on the markets have appropriate food safety procedures. The conditions neither replace nor override existing or future food safety/labelling legislation but must be complied with. Failure to do, so may result in the business being prohibited from trading on our markets and/or formal legal action being instigated which may include prosecution and the seizure of any unsafe food.

1.0 All food businesses must:

- a) Provide evidence (letter from registering authority) that the food business is registered in accordance with the requirements of Regulation EC 852/2004 Article 6 (2)
- b) Ensure all suppliers are reputable and details of suppliers are available for inspection on market days.
- c) Have a food safety management system compliant with the requirements of Regulation EC 852/2004 Article 5. The procedures need not be complex but must accurately describe food activities carried out and food safety controls.
- d) Keep all high-risk foods (ready to eat cooked meat, dairy and fishery products) at safe temperatures. Food must be kept at, or below 8°C during storage and transport. During display, practical measures must be taken to ensure safe temperatures are maintained, especially when the ambient temperature is above 8°C. Such measures may involve the use of refrigerated display cabinets and ice/ice blocks, but such facilities must be capable of maintaining temperature during the whole time the products are on display. The temperature of such foods must be checked at set up and regularly, (every two hours when the ambient temperature is above 15°C) during display and records kept for inspection.
- e) Protect all high-risk foods (ready to eat cooked meat, dairy and fishery products) so as to minimise the risk of contamination during transport and display.
- f) Provide the following evidence for all high-risk foods (ready to eat cooked meat, dairy and fishery products);
 - i. Name/type of the product.
 - ii. Contact details of the producer, including if relevant, a 'health mark' (This is a unique number which confirms the producers is approved to produce products of animal origin i.e. meat, fishery, egg, and dairy).
 - iii. 'Use By' date. This can only be determined by the producer and must not be changed.
- iv. Storage instructions. This can only be determined by the producer.

2.0 Food businesses handling unwrapped high-risk foods and/or cooking foods (in addition to a) to f) above) must:

- g) Comply with the Food Standards Agency guidance - E Coli 0157 Control of Cross Contamination. This can be downloaded at www.food.gov.uk
- h) Have food handlers who are trained and/or supervised and instructed in food hygiene matters.
- i) Provide a suitable and sufficient structure which permits good food hygiene practice. The structure of the food unit must protect food and equipment against environmental elements and other sources of contamination. It must be capable of being kept clean.
- j) Ensure all equipment is maintained and must be capable of being cleaned and where necessary, disinfected.
- k) Provide a separate hand wash basin with separate hot and cold or suitably mixed warm constant water supply. Liquid antibacterial soap and paper towels for hand drying must be always available whilst the unit is in operation. The use of non-hand-operable taps is recommended. Hand washing procedures are critical to food safety and strict procedures must be implemented.
- l) Provide a suitably equipped washing sink with an adequate supply of hot water.
- m) Provide appropriate cleaning chemicals and equipment (including single use wiping cloths). Any disinfectant or sanitiser used must at least meet the official standards of BS EN1276:1997 or BS EN 13697:2001. You can check with your supplier that chemicals meet these requirements.
- n) Monitor and record cooking temperatures. This will require the use of a digital probe thermometer and disinfectant probe wipes. Cooked foods must reach a safe centre temperature of at least 75°C. checks must take place daily and be representative of the different types of high-risk foods cooked. Records of temperature monitoring must be available for inspection.

3.0 Food businesses selling loose foods must have information available to customers on any allergens in the food. Loose foods include everything that is not pre-packed. Foods which are wrapped on the same site as they are sold are also known as loose foods. If you provide loose foods, you will have to supply information for every item that contains any of the 14 allergens. These are: cereals containing gluten, celery, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame, soya and sulphur dioxide (sulphites). Rules for declaring allergens in loose foods:

- Provide information about the allergens used in these foods.
- Allergen information should be available in writing, or by speaking to staff.
- Logos or symbols can be used when accompanied by words and numbers on menus.

For loose foods, allergen information must be:

- Easily accessible to all consumers.
- Accurate, consistent, and verifiable.
- Further information on allergens in loose foods can be found in the Food

Standard Agency's leaflet, which can be accessed online using the following link:

www.food.gov.uk/sites/default/files/media/document/loosefoodsleaflet.pdf