



# **Guildhall Square and Market Place Regulations**

<b>Policy Number</b>	<b>Version</b>	<b>Owner</b>	<b>Doc No.</b>	<b>PDF No.</b>	<b>Date Published</b>	<b>Review Due</b>	<b>Review Team</b>
CS038	1	BM	60417		June 2017	June 2019	Man

**Distribution**

Internal: All SCC Staff

External: Website/Councillors/Partners

# **Guildhall Square and Market Place Regulations 2017**

## **Definitions**

<b>The Council</b>	Salisbury City Council
<b>Event Organisers</b>	Those that hire all or part of the Market Place or Guildhall Square to put on an event, market or function.
<b>Trader</b>	A trader that may attend the Charter Market or any other SCC event or market.
<b>MP/ GHS</b>	Market Place and Guildhall Square
<b>BM</b>	Business Manager

## **1. Introduction**

- 1.1. On 1 Apr 2017 the ownership of the Guildhall Square and Market Place (GHS/MP) transferred to Salisbury City Council (SCC) from Wiltshire Council (WC).
- 1.2. This means that henceforth SCC has to actively manage all activities on the squares to ensure safety and good management

## **2. Objectives - The Council has two main objective for the GHS/MP**

- 2.1. To make an income for SCC
- 2.2. To provide entertainment and activity on these spaces as frequently as possible for the benefit of Salisbury residents and workers within agreed existing budgets

## **3. Key Aims for the Guildhall Square and Market Place**

- 3.1. These spaces shall be principally used for free to attend public entertainment and leisure provided by SCC and its partners
- 3.2. These spaces will used in a way that encourage 'café culture' which promotes community spirit in Salisbury
- 3.3. Commercial hirers will pay appropriate commercial rates in proportion to the scale and nature of their events
- 3.4. Community and charitable hirers will pay appropriate rates in accordance with the scale and nature of their events.

## **4. Health and Safety**

- 4.1. Salisbury City Council regard with the utmost importance the Health and Safety of employees, our customers and the public who use these spaces. The Council will do everything reasonably practical to prevent injury to individuals and to protect employees and property in general.
- 4.2. All event organisers and traders have a legal obligation to adhere to safe working practices and to promote this policy by: Knowing their individual

responsibilities, and responsibilities as employers in relation to health and safety at work, Adhere to all safety measures whether given verbally or in writing, Ensure working practices within their areas of responsibility are kept up to date, Maintain working practices strictly within the meaning of this policy document.

- 4.3. Any accidents and 'near misses' involving event organisers or staff, traders, their employees or members of the public must be reported to the Council immediately for investigation and entry in the Market Place & Guildhall Sq accident book.
- 4.4. Any concerns regarding Health and Safety are to be reported to the Business Manager as soon as possible.
- 4.5. The BM will carry out Risk Assessment for the operation of the spaces for a range of events and activities.
- 4.6. Additional specific risk assessment will be conducted for unique or unusual events.
- 4.7. All event organisers and traders must submit a risk assessment prior to hiring the MP, GHS or pitch within these areas.

## **5. Rights of Way/Highways**

- 5.1. The map at Annex A shows the rights of way crossing these spaces.
- 5.2. These rights of way cannot be shut without permission of the Wiltshire Council.
- 5.3. SCC will be consulted by WC before any closure is agreed.
- 5.4. SCC will apply for closure of the rights of ways annually as required to allow its markets and events.

## **6. Structures**

- 6.1. The Council does not permit the construction of permanent or semi-permanent structures on the GHS/MP as these interfere with the use of the space and its open nature. These does not include fair rides, staging and other equipment used by SCC.
- 6.2. Any tables, chairs, plant pots and other enclosures set out by businesses adjacent to the spaces must be movable, without specialist equipment, as soon as required by SCC.
- 6.3. No table, chair, plant pot, other enclosures or object may be set out in front of another business' premises unless the business has applied in advance to use an adjacent businesses area, and has the written permission of that adjacent business and SCC.
- 6.4. Local businesses will be allowed to apply for permission for the use of a designated area adjacent to their premises for the sale of food and drink only.
- 6.5. All tables, chairs, planters, umbrellas, heaters, advertising medium and other objects belonging to the business shall remain inside the designated area at all times unless written permission granted by SCC.

## **7. Planning permissions**

- 7.1. Planning permission for structures on the GHS/MP may be sought by business owners adjacent to the spaces.
- 7.2. However, although planning permission may be granted by Wiltshire Council, Salisbury City Council will not grant its permission as land owners unless formal application has been made to, received by and approved by this Council.
- 7.3. Any such decision to grant permission will be given by the Services Committee, taking into account the operational needs of this council and the guidance in these regulations.

## **8. Charging for the Hire of the Guildhall Square and Market Place**

- 8.1. Anyone obtaining permission to use the land owned by SCC will be required to complete an application form and submit the relevant and necessary paperwork/licences for the BM approval
- 8.2. The fees for use of the GHS/MP will be agreed by the Business Manager (BM), using the current Fees and Charges as guidance. However, the BM is encouraged to use their discretion on long term commercial hire rates to ensure events and activities take place.
- 8.3. Preferential rates, where appropriate, may be given to local community groups, charities and organisations.
- 8.4. However, SCC will not allow these potential reductions to organisations already funded by SCC through any other means.
- 8.5. Use of the spaces by partners will also be charged.

## **9. Charging of Café Licences**

- 9.1. SCC will charge traders who put out table and chairs, and other enclosures on the Market Place and Guildhall Square.
- 9.2. SCC will charge businesses for the use of their designated area in the Market Place and Guildhall Square by the square meter and/or number of table and chairs.
- 9.3. Details of the fees and charges will be determined by the Services Committee and reviewed annually.
- 9.4. SCC may charge businesses for additional trading activity within their designated area, for example, additional outside catering, for which their standard charge does not cover.
- 9.5. Business may not sub-let their designated space to another trader, without the written permission of the Council.

## **10. Conduct of Event Organisers/Traders**

- 10.1. An event organiser/trader must conduct themselves in a manner befitting an event on Council managed land, and in accordance with these Regulations.

- 10.2. Poor conduct or a breach of the Regulations by the Event Organisers/Traders' agents, employees and other assistants will be deemed to be a breach by the Event Organiser/ Trader.
- 10.3. Any use of offensive language or any act which may cause offence to other traders, member of the public or the Council employees or representative of the Council is strictly forbidden.
- 10.4. Any complaints received by members of the public regarding the conduct of the Event Organiser/Trader will be investigated by the Council.
- 10.5. Should the regulations be breached the following procedure will apply
  - 10.5.1. On the first occasion the Event Organiser/Trader will receive a verbal warning
  - 10.5.2. On the second occasion the Event Organiser/Trader will receive a written warning. The written warning shall be effective for 6 months.
- 10.6. In particular circumstances the Council reserves the right to terminate any agreement with the Event Organisers/Trader with immediate effect

## **11. Alcohol**

- 11.1. The consumption and sale of alcohol will be governed by the existing licensing laws, the DPPO and the PSPO in force at the time. Further details are available from the Business Manager if required and businesses planning to serve or sell alcohol must ensure that they are compliant with current licensing regulations.

## **12. CCTV**

- 12.1. When commissioned the CCTV system will be capable of monitoring activity on the squares.
- 12.2. The CCTV system is managed by Salisbury City Watch.

## **13. Security at events and markets**

- 13.1. SCC will review proposed security arrangements for events and markets managed by third parties and advise accordingly.
- 13.2. Event organisers will remain responsible for the health & safety and security of their events.

## **14. Event management and planning**

- 14.1. Organisers of events will be required to complete an application form and provide supporting documentation before SCC agrees to hire the square for any event.
- 14.2. Organisers should not incur any expense before their hire of the square is confirmed in writing by the Council. SCC will not be liable for any such costs should a hire not be agreed.
- 14.3. SCC is not obliged to agree any hire of the square and does not have to give reasons for any refusal of hire.

## **15. Repairs and Maintenance**

- 15.1. SCC is responsible for repairs and maintenance of these areas.
- 15.2. Defects are to be reported to SCC via [info@salisburycitycouncil.gov.uk](mailto:info@salisburycitycouncil.gov.uk)

## **16. Cleaning, Waste & Litter**

- 16.1. SCC will clean the spaces in accordance with the cleaning schedule agreed by the Business Manager and Parks Manager with SCC cleaning contractor.
- 16.2. Event organisers will be required to include details of how the spaces will be cleaned, litter picked and waste disposed of in their event planning documents.
- 16.3. SCC retains the right to require event organisation to use SCC contractor to carry out cleaning to ensure it is in line with our standards and method. The organisation will be charged for this cleaning
- 16.4. If following an event any supplementary cleaning is required, SCC will invoice the event organiser for this extra cleaning
- 16.5. Businesses granted permission for a designated external trading area will be responsible for the cleaning and removal of litter from that space at all times whilst trading and any litter or detritus caused by their trading activities.
- 16.6. SCC reserve the right to charge all businesses for any supplementary cleaning that they deem necessary.

## **17. Amplification & Music**

- 17.1. An event organiser, trader or member of the public may not use any public address equipment or broadcast by amplifying the sound of any radio, recording, music or musical instrument unless specifically authorised by the Council.
- 17.2. Events organiser/traders playing music require both a PRS for Music licence and a Phonographic Performance Limited licence (PPL).
- 17.3. The Council has the authority to request music is turned down/off at all times.

## **18. Buskers and Pedlars**

- 18.1. Buskers and pedlar will not be allowed to carry out their activities on the space without the consent of the Council
- 18.2. If busking is permitted, all must adhere to the Salisbury Busking Code.

## **19. SCC Events and Markets**

- 19.1. SCC manages the Charter Market which trades on Tue and Sat and other markets throughout the year.
- 19.2. No market which directly competes with the Charter Market will be allowed.

- 19.3. SCC markets are managed by its Events and Market Team. Any enquires concerning these markets should be addressed to:  
[markets@salisburycitycouncil.gov.uk](mailto:markets@salisburycitycouncil.gov.uk)
- 19.4. SCC events are managed by its Events and Market Team. Any enquires concerning these events should be addressed to:  
[events@salisburycitycouncil.gov.uk](mailto:events@salisburycitycouncil.gov.uk)
- 19.5. Full details of the Council's events are on the Council's website  
[www.salisburycitycouncil.gov.uk](http://www.salisburycitycouncil.gov.uk)

## **20. Parking & Access**

- 20.1. No parking is permitted on the Market Place or Guildhall Square at any time (including Blue Badge Holder)
- 20.2. Goods loading vehicles are only permitted as follows 0800-1000 and 1600-2000 (Max duration 20 mins).
- 20.3. No loading at any time on Footpath 66.
- 20.4. SCC reserves the right to enforce these conditions without notice.

## **21. Control of Access**

- 21.1. SCC is reviewing vehicular access to the Squares to ensure safety of users of these spaces on event and non-event days.
- 21.2. Further details will be published in due course.

## **22. Power**

- 22.1. The Council cannot guarantee the use of Market Place electrical supply to any trader/event organiser and can refuse allocation of power.
- 22.2. Any electrical appliance brought to the allocated space for use by a event/trader shall require the approval of the Council.
- 22.3. All electrical cables must be placed so as to prevent tripping hazards and as far as possible away from pedestrian areas. Cables must not be run across the floor of pedestrian areas. Where required they can be suspended at a height of no less than 2.2m above ground, so pedestrians can walk safely underneath.
- 22.4. All event organisers/traders using the Council power supply need to ensure that all portable appliances (light fittings, computer tills, scales, music systems, refrigeration equipment etc) have been had a Portable Appliance Test (PAT) within the last year, and can provide evidence of such.
- 22.5. All electrical circuitry must be weather resistant, and so placed and maintained to prevent electrical short circuit or danger from electric shock.
- 22.6. The Council reserves the right to check all or any electrical appliance connections, cable and cable runs at any time via an authorised and qualified electrical contractor. The event organiser/trader will immediately give access to such personnel upon request.



22.7. All event organiser/traders using LPG (Liquefied Petroleum Gas) such as Calor Gas for cooking and heating, are required to have an up-to-date 'Gas Safe' certificate, and be able to provide evidence of such on request. Cylinders should be fitted with pressure relief valves and an emergency shut off valve.

22.8. Generators are strictly forbidden without prior consent from the Council. If permission is granted only silent Diesel Generators are allowed. Generators must be placed within a bund enclosure to prevent fuel spills contaminating the area. Generators should be stored away from combustible materials and have good ventilation.

22.9. A suitable Fire Extinguisher should be within easy reach for all Traders using power.

### **23. Water**

23.1. Event organisers will be permitted to use the tap on the Market Square, adjacent to the toilets to support their events.

23.2. Water will not be charged for events where routine only water consumption is likely. Excessive supply of water will be charged.

23.3. This water can be used for drinking

### **24. Gritting**

24.1. Details of winter gritting will be confirmed in due course.

### **25. Bad Weather**

25.1. In the event of severe, adverse weather, including strong winds, the Council may declare that the GHS/MP will close or partially close.

25.2. In this situation the BM/CC will determine any payments and refunds for hirers of the spaces.

### **26. Animals**

26.1. Members of the public may only bring animals on to GHS/MP which are under proper control.

26.2. If any officer of the Council considers any animal is not being so controlled or is a nuisance, the Officer may require the animal to be removed from GHS/MP immediately reporting to the relevant authorities.

### **27. Insurance And Indemnification**

27.1. A event organiser/trader shall indemnify and keep indemnified the Council, its servants and agents from and against any sum they may have to pay by reason of any loss, damage, injury, cost, charges or expenses which may be made against them or which they may suffer or incur by reason or on account of or arising out of the right to trade granted by the Council or the exercise of the said right by the Trader whether the same shall be in respect

of loss of life or personal injury or damages or injury to property or otherwise howsoever.

27.2. An event organiser/trader shall provide adequate insurance to the Council's satisfaction to cover such indemnity and must produce to the Council's officers on demand evidence of third party public liability insurance to a minimum of £5,000,000. Where the Trader employs others it is their responsibility to carry adequate employers' liability. Stallholders not producing evidence of insurance will not be permitted to trade until this has been rectified and will be required to vacate The Market immediately. No rebate of rent shall be given in such circumstances.

27.3. The Council accepts no liability for damages, costs, claims, losses or accidents caused by, or arising from the disrepair, condition or construction of any equipment not owned by the Council.

27.4. The Council shall not be liable for any damages, costs, claims, losses caused by the actions of any officer of the Council.