

**SALISBURY**  
**CITY COUNCIL**



# **Salisbury Charter Market Regulations**

(June 2020)

New paragraphs are shown in blue

Other changes in orange

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## Salisbury Charter Market Regulations

These regulations have been devised in the best interests of all involved including the Market as a whole, all Traders, members of the public and The Council.

Traders are encouraged to familiarise themselves and any employees or contractors with the regulations. By attending the market Traders are deemed to accept all conditions set out and comply with all clauses stated.

The Council from time to time may review and amend the regulations as they see fit.

Traders can contact the Council by the following methods;

Guy Waterhouse – Markets Officer

Gwaterhouse@salisburycitycouncil.gov.uk or  
markets@salisburycitycouncil.gov.uk

01722 342860

Salisbury City Council,  
The Guildhall,  
Market Place,  
Salisbury,  
SP1 1JH

### Definitions

<b>The Council</b>	Salisbury City Council
<b>Regular Trader</b>	A trader with a Regular Trader Agreement who attends the market each week
<b>Casual Trader</b>	A trader who attends the market on an ad-hoc basis
<b>The Markets Officer</b>	The officer in charge of the day to day running of the market or nominated person from The Council in charge of the market

## 1 The Council and the Market

- 1.1 The Council may at its absolute discretion delegate to any of its Officers power to act on its behalf in respect of The Market. A Trader must comply with all requirements of The Markets Officer or other duly authorised Officer of the Council.
- 1.2 The Council's Officers may at any time enter any part of The Market for the purpose of carrying out any of its functions as a local authority or market owner; or to inspect the Market Place or any fixtures, fittings, facilities, appliances or structures.
- 1.3 A Trader must comply with all statutory requirements, orders and regulations and all byelaws, rules, regulations and resolutions made by the Council, from time to time in force in respect of the Market.

## 2 Market Days And Hours

- 2.1 The Market will be held on Tuesday and Saturday in every week throughout the year, except the Tuesday when the Charter Fair is on. On this day there will only be a small market in the Poultry Cross, only limited pitches are available.
- 2.2 The Market is held on Christmas Eve. This is an additional day, if it does not fall on a Tuesday or Saturday. If Christmas Day falls on a Tuesday or Saturday, no Market will be held on Christmas Day.
- 2.3 If the Market is due to be held on a Bank Holiday, the Council will determine when to hold the Market instead.
- 2.4 The Market Hours are shown in the table below

Season		Vehicles to be removed by	Trading Hours (minimum)
Summer - Easter to Christmas 1 Apr – 31 Dec	Tuesdays	Before 0830	0900-1530
	Saturdays	Before 0830	0900-1600
Winter - Christmas to Easter 1Jan – 31 Mar	Tuesdays	Before 0830	0900-1500
	Saturdays	Before 0830	0900-1530

- 2.5 Hours may be amended from time to time at the discretion of The Markets Officer.
- 2.6 No Trader will be allowed off the site before the close of trading hours, unless agreed in advance by the Market Officer.
- 2.7 Farmers Market Traders may break down their Stalls half an hour earlier and remove their goods to vehicles off site at the direction of the Markets Officer.
- 2.8 The Council may, at its absolute discretion, hold additional Markets.

## 3 Types of Traders

- 3.1 Regular Traders are those who have a Regular Trader agreement issued by Salisbury City Council and regularly occupy a stall or pitch on the Market.
- 3.2 Casual Traders are authorised to trade from a space in the Market on a single market day only.

- 3.3 Casual Traders who want to be a Regular Trader will be invited onto the Market for a period of three months as a trial period for the Trader and the Council. They must operate during the full working day of each market as shown in table above.
- 3.4 Other Casual Traders, who don't want to be a Regular Trader place, should inform the Markets Officer in advance of their wish to trade on a particular market. The Markets Officer will inform them if there may be space. If there is potentially space they should attend the Market at 7am and the Markets officer will fit them in if possible.
- 3.5 There is no guarantee that a space can be found on the day of The Market. The allocation of spaces is at the Market Officer's discretion.
- 3.6 All Traders seeking the opportunity to trade on the Charter Market should where possible apply to The Markets Officer using the online or paper application before attending The Market.
- 3.7 Traders selling goods the Council requires will be invited to trade as a Regular Trader on three months' probation.

#### **4 Traders Details**

- 4.1 All Traders must supply annually their full contact details including their name, any registered trading name, an up to date address, telephone number, next of kin details, vehicle registration number, and their public liability insurance cover and risk assessments plus any other documentation required such as Food Hygiene Certificates. Traders should inform The Markets Officer of any changes to these details as soon as possible.
- 4.2 No Trader will be allowed to trade on The Market if all these details are not submitted.
- 4.3 The Council may refuse to allow a Trader to occupy space in The Market or may revoke recognition as a Regular Trader if any of the information given by the Trader in an application for space is found to have been false or deliberately misleading at the time such information was given.
- 4.4 The Council will publish traders contact details on their website with information such as Business name, contact number, email address, website details, products sold and day/s the Trader attends the market.

#### **5 Fees And Charges**

- 5.1 Pitch fees and other charges are determined by the Council
- 5.2 Pitch fees are collected in cash for Regular Traders and Casual Traders on the day of the Market, other than those who have paid in advance, if any such scheme exists.
- 5.3 Traders will be issued with a receipt by the authorised cash collectors.
- 5.4 All fees paid to the Council on the day are collected by its official collector, or alternative as approved by the Council at its absolute discretion.
- 5.5 Regular Traders shall be required to pay for at least 48 weeks attendances at the cost stated in their Regular Trader Agreement (less the number of market days on which The Market is not held due to the Salisbury Charter Fair, a Bank Holiday or Christmas Day) each market year, irrespective of whether or not they actually attend on those occasions. No charge shall be made for the remaining 4 weeks of the year provided the Trader notifies The Markets Officer of the proposed absence at least one week in advance.

- 5.6 Fees for Casual Traders will be collected on the day. All Traders must arrive on site with the appropriate pitch fee and be in a position to pay the council representative on request at any time.
- 5.7 If a Regular Trader fails to pay the full fee for a particular day they will be suspended from trading and cannot attend future markets until the outstanding fee is paid. Non-payment of the fee within three weeks will lead to the breach of regulations procedure (section 32) being actioned.
- 5.8 In the event of an un-notified absence the fee for the missed day will be collected on the first day of the Trader's return to The Market and will be calculated on the approved measured pitch. Failure to pay will result in the Trader not being permitted to attend future markets as a Regular Trader until any outstanding fees have been paid. Failure to pay outstanding arrears will lead to a breach of the regulations.
- 5.9 For the purpose of calculating approved absences not requiring payment, the Tuesday and Saturday Markets shall be regarded as separate entities.
- 5.10 Any additional market days arranged by Salisbury City Council which Traders agree to attend will be charged separately.

## **6 Insurance And Indemnification**

- 6.1 A 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.
- 6.2 A 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.
- 6.3 The Council accepts no liability for damages, costs, claims, losses or accidents caused by, or arising from the disrepair, condition or construction of any Stall not owned by the Council. Regular and Casual Traders trade at their Stalls at their own risk.
- 6.4 The Council shall not be liable for any damages, costs, claims, losses caused by the actions of any other Traders or general public to the Trader's property, vehicles or stock.

## **7 Vacant Pitches**

- 7.1 The Council will allocate vacant pitches to Traders as it considers best for the Market.
- 7.2 Although the Council will use its reasonable endeavours not to duplicate market stall selling the same goods where possible, it is inevitable that some duplication will occur, and if this is to the benefit of the market then it will be allowed.
- 7.3 Stall opportunities will be advertised on the Council's website and elsewhere as appropriate.

## **8 Application To Become A Regular Trader**

- 8.1 To apply for a Regular Trader agreement, Traders should apply in writing to the Markets Officer before the completion of their three month casual trading,
- 8.2 A Trader cannot apply for a Regular Trader Agreement if they have previously had an agreement terminated by Salisbury City Council.
- 8.3 A Regular Trader Agreement will come into effect from the date stated by the council.
- 8.4 The Council reserves the absolute right to refuse an application to be a Regular Trader.

## **9 Regular Trader Agreement Holder**

- 9.1 Authority to trade in the Market is personal only to a Trader named on the Regular Trader Agreement. The Council's recognition of a Regular Trader may not be assigned in whole or in part to any other person.
- 9.2 The sub-letting of Stalls or pitches or any part thereof is strictly prohibited.
- 9.3 The occupier of any Regular Trader stall shall be able to produce documentary evidence on demand to the Markets Officer's satisfaction that the occupier is the current Regular Trader Agreement holder or a bona-fide employee or relative of the Regular Trader Agreement holder.

## **10 Conduct of Traders**

- 10.1 A Trader must conduct themselves in a manner befitting a market managed by the Council and in accordance with these Regulations.
- 10.2 Poor conduct or a breach of the Regulations by the Traders' agents, employees and other assistants will be deemed to be a breach by the 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 trader who conducts themselves in any form of media in a way which brings the market into disrepute may have their right to trade terminated immediately and without notice.
- 10.5 Any trader who makes vexatious or offensive comments about the market, traders, council representatives or Councillors or the public via any media platform may have their right to trade on the market terminated immediately without notice.

## **11 Attendance At The Market**

- 11.1 If a Regular Trader is unable to attend a market, for whatever reason, then the Trader must nominate in advance an agent or employee to act during their absence.
- 11.2 The nominee, who must be approved by the Council, will be responsible for compliance with these conditions on behalf of the Trader concerned. For the purpose of section 12, occupation by an approved agent or employee shall be regarded as occupation by the Trader concerned.
- 11.3 If a Regular Trader or agent or employee does not occupy the Traders' space by 0830 then the Markets Officer shall be at liberty to allocate it for that day only to another trader.



- 11.4 In the event of delay, which is notified in advance to the Markets Officer by 8am, a delay in starting may be authorised, at the discretion of the Markets Officer.
- 11.5 If a Regular Trader does not trade for 4 weeks consecutively then their Regular Trader agreement will be terminated, unless this absence is agreed in advance with the Markets Officer. The Market Officer can authorise absence for illness, holidays or adverse weather, at their discretion.
- 11.6 Traders should inform the Markets Officer at least one week in advance of planned absence from The Market.
- 11.7 Unplanned absences should be notified to the Markets Officer before 8am on the day of the Market if not attending the Market, whenever possible

## **12 Absence through Illness**

- 12.1 Traders may use their authorised absence days (holiday days) to cover absence due to illness.
- 12.2 When the Trader no longer has authorised absence days available to cover illness, then the Trader must contact the Council who will determine the future arrangements based on the merits of the individual case and for the good for the Market.
- 12.3 During prolonged absence for illness that is in excess of 4 weeks, the Council may allocated the space to a Casual trader whilst the Regular Trader is absent, if the Regular Trader is unable to or does not wish to appoint an agent or employee to act during his illness.

## **13 Adverse Weather**

- 13.1 In the event of severe, adverse weather, including strong winds, the Market Officer may declare that the Market will close or partially close.
- 13.2 If full closure occurs before 0800 no Trader may set up or trade. No fee will be charged.
- 13.3 If the full closure is declared after 0800 but before 1000 then the Trader may set up and trade until the closure is declared and no fee will be charged to the Trader.
- 13.4 If the Market Officer declares the Market is fully closed at any time after 1000, then trading must cease and trader will be charged the usual fee with no refunds given. If the Market officer declares the Market full closed prior to 1000 then no charge will be made.
- 13.5 In the event of a partial closure due to adverse weather, the Market Officer will determine which traders may, if they wish, continue to trade. The Market Officer will make this decision based on the nature of the goods sold and the stall being operated.
- 13.6 Those traders who are permitted to trade will be charged.
- 13.7 Those who are not permitted to trade, or those who choose not to trade will not be charged when a partial closure is declared.

## **14 Stalls**

- 14.1 A Trader may only trade from a stall or a site approved by the Markets Officer. Traders will provide their own stalls unless the Council specifically undertakes to provide them or a trader has hired a gazebo from the council.
- 14.2 All stalls should be maintained in a good state of repair and condition to the satisfaction of the Markets Officer. To ensure high standards across the

Charter Market, the Markets Officer can instruct Traders to improve their stall if required.

- 14.3 All stalls must be secured appropriately in adverse weather conditions. Canopies, clips and display goods must be positioned high enough so as to cause no risk or danger to pedestrians.
- 14.4 All structures, scaffolds, poles and display of goods are to be within the perimeter of the stall. Overhangs are only permitted with the agreement of the Markets Officer, and if allowed must not cause a hindrance to others, an obstruction or a danger to pedestrians/vehicles.
- 14.5 All avenues, passages and other areas between pitches, and adjacent highways must be kept free of obstructions.
- 14.6 Any proposed stalls, and any proposed changes to stalls, are subject to approval of the Markets Officer at their absolute discretion.
- 14.7 Food traders must comply with all relevant statutory, including those relating to food hygiene and health and safety.
- 14.8 Traders selling foodstuffs must be able to produce a health and hygiene certificate or equivalent certification on demand to the Markets Officer. Traders selling foodstuffs must be registered with their local Environmental Health Department and provide Salisbury City Council with a copy of their certification.
- 14.9 Traders shall comply with the provisions of all Acts of Parliament, bye-laws and orders of regulations made relating to Food hygiene and safety, sale of goods, and weights and measures.
- 14.10 Drinking Water is available on site with the permission of the Market Officer

## **15 Power**

- 15.1 The Council cannot guarantee the use of Market Place electrical supply to any stallholder and can refuse allocation of power.
- 15.2 Any electrical appliance brought to the allocated space for use by a Trader shall require the approval of the Markets Officer.
- 15.3 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.
- 15.4 All 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 Portable Appliance Test (PAT) within the last year, and can provide evidence of such.
- 15.5 All electrical circuitry must be weather resistant, and so placed and maintained to prevent electrical short circuit or danger from electric shock.
- 15.6 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 Trader will immediately give access to such personnel upon request.
- 15.7 All Traders using LPG (Liquefied Petroleum Gas) such as Carlo 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.

- 15.8 Generators are strictly forbidden without prior consent from the Market Officer. 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.
- 15.9 A suitable Fire Extinguisher should be within easy reach for all Traders using power.

## **16 Open Flames**

- 16.1 It is recommended that the following points should be ensured if using an open flame such as a barbeque or pizza oven. Please note that this is not an exhaustive list and it is the trader's responsibility to ensure all Regulations and Standards are met.
- 16.2 The naked flame should be enclosed so members of the public cannot access it.
- 16.3 Any such open flame should be raised off the ground and never left unattended.
- 16.4 A bucket of water, sand or relevant fire safety equipment should be nearby for emergencies.
- 16.5 All ashes must be taken off site and not disposed of in an event/market/public bin.
- 16.6 The Council has the right to request you leave the Charter Market should adequate measures not be put in place.

## **17 Signs**

- 17.1 Any signage used on stalls including trade names, banners, frames etc must be clean and in good order.
- 17.2 All signs must comply with the Trade Descriptions Act and shall not be in any way offensive or misleading.

## **18 Amplification & Music**

- 18.1 A Trader 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 Markets Officer. Traders playing music require both a PRS for Music licence and a Phonographic Performance Limited licence (PPL).
- 18.2 The Markets officer has the authority to request music is turned down/off at all times.

## **19 Hawking**

- 19.1 Traders shall not attract other people by hard selling, hawking or any form of outcry, nor undertake any sale by auction, without the prior permission of the Markets Officer.
- 19.2 Traders in perishable goods may pitch their products

## **20 Health And Safety**

- 20.1 Salisbury City Council regard with the utmost importance the Health and Safety of employees, our customers and the public who attend The Market. The Council will do everything reasonably practical to prevent injury to individuals and to protect employees and property in general.

- 20.2 All 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.
- 20.3 Any accidents and 'near misses' involving traders, their employees or members of the public must be reported to the Market Officer immediately for investigation and entry in the accidents book.

## **21 Food Stalls/Vendors**

- 21.1 All market traders handling and preparing of food must comply with current food hygiene regulations and the council's guidelines as outlined in Appendix A.
- 21.2 Market traders handling open foods must have their own facilities solely for the hygienic washing and drying of hands.
- 21.3 All food traders must be registered with their local authority\* as a food business. The registration must cover the scope and nature of the activities undertaken at the market. (\*mobile food businesses are required to register with the local authority in which they store their equipment.)
- 21.4 Food traders must make the City Council aware of any change in their National Food Hygiene rating as shown on the Food Standards Agency Website.
- 21.5 All food traders must have sufficient food hygiene training to allow them to handle and prepare food safely.

## **22 Restrictions On Commodities Sold**

- 22.1 A Trader may only trade in goods/commodities as shown in the Regular Trader agreement.
- 22.2 For Casual Traders this means such commodities approved by the Markets Officer. No additional or unrelated goods may be displayed or offered for sale.
- 22.3 Where a Trader wishes to change or expand on their range of goods they should apply in writing to the Markets Officer. Permission is at the discretion of the Markets Officer and if permission is granted, trading can begin once the Trader has permission in writing.
- 22.4 Applications will not be considered whilst an applicant is in breach of these regulations, including arrears of rent.

## **23 Dangerous/Prohibited Items**

- 23.1 A Trader must not, without the consent of The Markets Officer, bring onto The Market any inflammable substances, explosive, firework or other substances or article likely to cause fire, explosion, damage or nuisance, provided that this condition shall not apply to the contents of the fuel tank of any vehicle permitted to park in The Market, or to the fuel of any heating or lighting appliance approved by the Markets Officer.
- 23.2 The following lines are expressly prohibited and must not be sold on The Market; medicines/drugs, combat knives, air guns, cross bows, other

offensive weapons, and items of a pornographic nature, fireworks, pets, animals, fish or livestock. This list is not exhaustive and other items may be prohibited by the Markets Officer.

## **24 Litter And Refuse**

- 24.1 No litter or refuse may be deposited by Traders outside their allocated space, except in a bin or other receptacle provided by the Council.
- 24.2 Traders will be responsible for the management and removal of their own waste; except where specifically agreed with the Markets Officer, in accordance with any provisions for waste removal from the Charter Market provided by Salisbury City Council.
- 24.3 Traders will keep their allocated space clean during the day and shall be responsible when trading has ended for leaving the space in a clean and tidy condition to the satisfaction of the Markets Officer.
- 24.4 Traders should not dispose of any noxious and foul liquid waste onto the pavement or surrounding areas but disposed of appropriately.
- 24.5 All pitches should be left clean and clear of refuse at the close of trading.

## **25 Animals**

- 25.1 Traders may only bring animals on to The Market with the permission of the Markets Officer and must keep animals under proper control.
- 25.2 If the Markets Officer considers any animal is not being so controlled or is a nuisance, the Officer may require the animal to be removed from The Market immediately.

## **26 Vehicles**

- 26.1 A Trader may bring their vehicle on to unload and set up their Stall before 0830.
- 26.2 Once unloaded the vehicle is to be removed from The Market Place by 0830.
- 26.3 Only vehicles which are an essential and substantial part of the Traders stall are exempt.
- 26.4 Breaking down of Stalls may begin no earlier than 3.30pm and vehicles may return after 4pm in the summer, and breaking down is from 3pm, and vehicle access from 3.30pm in winter, unless otherwise agreed with the Markets Officer.
- 26.5 Daytime restocking from vehicles coming onto The Market is not permitted.
- 26.6 The Markets Officer will decide if a vehicle is a substantial part of the Traders Stall and required to stay on The Market Place. Storage is not accepted, except for refrigerated foodstuffs to comply with the Food Hygiene Regulations.
- 26.7 In all such rare cases where the vehicle is deemed part of the Stall, it will be included in measurements of the Stall floor space required by the Trader and charged accordingly.
- 26.8 All vehicle movement associated with The Market operation shall, regardless of the time of day, be at a maximum speed of 5 miles per hour and hazard warning lights must be on.
- 26.9 When loading/unloading their vehicles, all Stallholders shall cause as little obstruction and inconvenience to the general public, other Stallholders or the

councils' employees and contractors as possible. Traders must comply with requirements to ensure emergency access to markets.

26.10 When vehicles are stationary on The Market any oil or other substances dripping onto the Market Place surface must be removed by the Trader.

## **27 Holiday**

27.1 All traders are allowed 4 weeks (4 Tuesdays and 4 Saturdays in a 4 week period) authorised absence.

27.2 Authorised absence is on a pro-rata basis for those who join during the financial year.

27.3 Any remaining holiday days cannot be transferred to the following year.

## **28 Damage To Guildhall Square/Market Place/Property**

28.1 Any damage done in the Guildhall Square and Market Place to buildings, walls, concrete, paving or other roadways, hydrants, meters, water taps and services and electrical supply services etc by the Trader or their employees/representatives, is to be paid for in full by the Trader.

## **29 Pitch Location (Moving Traders)**

29.1 No Trader has any rights to trade from any specific location within The Market, however long they may have traded from a location. The agreement is to be able to trade from The Market only, not from a specific location within that market.

29.2 No Trader shall imply or infer, upon transferring their agreement to a successor anything to the contrary of section 28.1 above.

29.3 Salisbury City Council retains the right to move Traders if necessary or as a result of circumstances or the good of The Market offer as a whole.

29.4 Moves may be discussed with the Liaison Panel and Traders involved prior to any changes, except emergency changes.

## **30 Gifts**

30.1 A Trader must not offer any gifts of any description whatsoever, including discounts on sales, to the Markets Officer or to any other employee or elected Member of the Council that would not otherwise ordinarily be offered to any member of the public.

30.2 Any other gifts will be recorded in the Council's Gifts and Hospitality book in accordance with the Council's policy and procedures.

## **31 Bankruptcy**

31.1 A Trader will not be permitted to occupy space in The Market with immediate effect, if the Trader has been adjudged bankrupt or has had a receiving order made against the Trader or has made a composition or arrangement with the Trader creditors or has suffered distress or execution to be levied on the Traders goods.

## **32 Breach of Regulations**

32.1 Any complaints received regarding Traders conduct or a breach of these regulations will be investigated by the Markets Officer/The Council.

32.2 If the complaint/breach is substantiated the following procedure will apply:

32.3 On the first occasion the Trader will receive a verbal warning from the Markets Officer **and a formal written warning will follow.**

- ~~32.4—On the second occasion the Trader will receive a written warning. The written warning shall be effective for a period of six months~~
- ~~32.5—On the third occasion the Trader will be suspended for two markets~~
- 32.6 On the ~~fourth~~ second occasion the Trader's agreement to trade will be terminated and they will not be allowed to trade at future markets.
- 32.7 After a period of one year the trader may re-apply for a new pitch.
- 32.8 In particular circumstances the Council reserves the right to terminate a Traders agreement to trade on The Market immediately.
- 32.9 This includes the following circumstances:
- 32.9.1 Trading counterfeit/illegal goods
  - 32.9.2 Violence against any officer of the Council
  - 32.9.3 Persistent, vexatious and/or repetitive breaches of these Regulations and/or poor conduct
- 32.10 Any appeals against termination of a Traders agreement to trade or exclusion from trading on The Market should be sent to the Clerk of Salisbury City Council in writing.
- 32.11 All appeals against termination will be heard by the City Clerk. The decision of the Council is final.
- 32.12 Other complaints about the Market should be submitted to the Council in accordance with its Complaints Procedure.

### **33 Termination**

- 33.1 Regular Traders wishing to leave the Market are required to give four week's written notice to the Markets Officer of their intention to do so. At the Council's discretion this can be waived in exceptional circumstances.
- 33.2 Salisbury City Council reserves the right to terminate the Regular Traders Agreement at any point but will give a minimum four weeks written notice to the Trader of their intention to terminate the agreement, unless the termination is being managed under section 31 above which allows for immediate termination without notice.

### **34 Nomination Of A New Regular Trader Successor**

- 34.1 A Trader who has been a Regular Trader for the qualifying period or longer may nominate a successor to take Regular Trader agreement, in the same line of goods, as the Trader has sold. The "qualifying period" shall be five years.
- 34.2 When the nominee is an immediate member of the Regular Trader's family (spouse or cohabiting partner, parent, adult sibling, adult child), or a close family member (aunt, uncle, nephew, niece), the Council will consider the transfer on its merits. This transfer will be subject to the satisfactory completion of a 3 month probationary period. The qualifying period does not apply here.
- 34.3 The transfer of a Regular Trader agreement can only be to a person approved in advance by Salisbury City Council.
- 34.4 Unless the Council objects to such nomination, the successor may (subject to any conditions which the Council may, in its absolute discretion, impose) commence trading in substitution for the Regular Trader on the death or cessation of trading of the Regular Trader. There will be trial period of three months for the successor and if the Council decides all is satisfactory then the successor becomes the new Regular Trader.

34.5 In the event of the death of a Regular Trader or of a physical or mental incapacity as duly certified by a medical practitioner, who has not made an effective nomination, the Traders next of kin or other person authorised by law to act on the Trader's behalf may nominate on the Traders behalf any successor who could have been nominated.

34.6 Where a Trader has Stalls on both the Tuesday and the Saturday Market, selling the same goods, and is qualified to nominate a successor, the Trader must do so in respect of both days at the same time. A Trader will not be permitted to nominate a successor for one day and continue to trade on the other.

34.7 Any financial transactions between Traders and Trader successors do not in any way involve the Council, no claims can be made against the council in relation to such, nor do they have a bearing whatsoever on any council decisions.

## **Appendix A: Food Trader Guidelines – For all traders operating at Salisbury City Council Events and Markets**

- Traders handling open foods must have their own facilities solely for the hygienic washing and drying of hands. This means having an adequate volume of hot and cold water available for hand washing, a suitable receptacle in which to wash hands, and hygienic means with which to dry hands for example, paper towel. This does not apply to those traders selling uncut fruit and vegetables, fully packaged foods, dry goods such as pulses and grains or bread.
- Traders must ensure that all food contact surfaces (e.g. table tops, table covers, storage containers and displays) are in a good condition and be easy to clean and disinfect. Surfaces must be smooth, washable, and constructed of non-toxic materials.
- Where necessary traders must have an adequate volume of hot and cold water available for cleaning; and where necessary disinfecting working utensils and equipment; and a suitable receptacle in which to clean these items and hygienic means to dry them.
- Where foodstuffs are cleaned traders must have adequate means to do so hygienically.
- Trader must make adequate arrangements and/or facilities for the hygienic storage and disposal of hazardous and/or inedible substances and waste (whether liquid or solid).
- Food traders must display and store high risk foods below 8°C at all times. Traders must have an accurate means to check the temperature of their chilled foods and records of those checks. Chilled foods which achieve a temperature above 8°C must be thrown away after 4 hours. (Please note that both the time and temperature requirement are set out in law. Accurate means a probe)
- Food traders must display hot foods above 63°C, if they fall below 63°C they must be thrown away after 2 hours. Traders must have an accurate means to check the



temperature of their hot foods and records of those checks. (Please note that both the time and temperature requirement are set out in law. Accurate means a probe)

*Please note that this is not an extensive list and you should abide by all regulations related to your business. If in doubt, please contact your local authority who should be able to assist.*

Draft not yet in use