



# **CAMBRIDGE CITY COUNCIL**

## **GENERAL & SUNDAY CHARTER MARKET REGULATIONS**



Effective 1<sup>st</sup> April 2018

Trader Initials:.....

## **CAMBRIDGE GENERAL & SUNDAY MARKET**

Cambridge Markets are an important aspect of the city centre retail offer and provide both an invaluable service to residents and all users of Cambridge city centre and affordable business opportunities for local people. They are a key part of the city's heritage and ensuring that they continue to develop and thrive is a key priority for Cambridge City Council.

These Market Regulations govern the use of Pitches in the market by Traders. Any Trader who contravenes any of these Regulations or any of the Bye-Laws relating to the Market may have their Pitch licence terminated by the Council or otherwise be refused permission to use a Pitch in the market. A Trader may appeal against a decision to terminate or suspend their licence to the Council's Strategic Director (or such other officer the Council appoints).

Cambridge City Council may change these regulations at any time in the future upon giving 4 weeks written notice to Traders. Prior to changing these Regulations the Council will consult with Traders and consider any representations made.

All Traders will be given a copy of these Regulations and the Bye-Laws. Any Trader who commences trading agrees to abide by these Regulations which will also be available on Cambridge City Council's website.

In the interests of the Market it is important that Traders attend the Market and that as many Pitches as possible are occupied.

### **1. DEFINITIONS**

"Casual Position" means permissions from the Market Management Team for a Trader to occupy a Pitch for a temporary period other than that specified in their Licence;

"High Risk Foods" means foods, which will support the growth of food poisoning bacteria and are ready to eat (such as sandwiches, pizzas, hot meals, cooked products containing meat, fish and cheese; cooked products for re-heating such as pies, ready meals, smoked or cured meat, fish; dairy products such as cheese).

"Hot Food Premium" means an extra fee paid by a Trader so that they can sell hot food from their Pitch;

“Licence”	means the permission granted to a Trader so that they are able trade on the Market granted in accordance with, and subject to, these regulations.
“Market”	means the market held on the Market Square, Cambridge
“Market Hours of Operation”	means the hours of operation set out in clause 2.1
“Market Management Team”	refers to the person or team advised to Traders from time to time by Cambridge City Council.
“Trader”	means an individual who has signed a licence to operate on the Market, who offers goods or services for sale from a Pitch on the Market.
“Trading Day”	means a day on which the Market is open for trading.
“Severe Weather”	means a red weather warning for Cambridge on the Met office website at <a href="http://www.metoffice.gov.uk">www.metoffice.gov.uk</a> - telephone number 0370 900 0100.
“Pitch”	means a defined Pitch on the Market set aside for trading from.
“Weekday”	means from Monday to Friday inclusive.

## **2. GENERAL**

- 2.1. The Market will operate as follows;
  - 2.1.1. General Market - Mondays to Saturdays, between 10am-4pm, or as advised to Traders from time to time by the Market Management Team.
  - 2.1.2. Sunday Market - Sundays between 10am-4pm, or as advised to Traders from time to time by the Market Management Team.
- 2.2. Subject to clause 6.10 & 12.1, the Market will open on all days except Christmas Day, Boxing Day and New Year’s Day.
- 2.3. The Market will operate under these Regulations on all other days including bank holidays.

### **3. LICENCES**

- 3.1. A person may only occupy a Pitch in the Market if they have a Licence issued by the Council to do so for that period.
- 3.2. The Licence will come into force when a Trader signs and returns the Licence Agreement issued by the Council.
- 3.3. If a Trader applies in writing for a Casual Position on the Market, and that is confirmed by the Market Management Team.
- 3.4. Licence Agreements not signed within 7 days of issue automatically cease to be open.
- 3.5. A Licence is personal to the Trader and is not capable of transfer.
- 3.6. Traders wishing to surrender their Licence or give up one or more of their Pitches must give four weeks written notice of their intention to the Market Management Team; at the Council's sole discretion this requirement may be waived in exceptional circumstances.
- 3.7. When a Trader surrenders their licence they may nominate another person to take a licence of the Stall from which they have been operating.
- 3.8. The Market Management Team may at its sole discretion allow the Licensee's nominee to enter into a new licence of the Stall if:
  - 3.8.1. A formal written request from the Trader giving details of the nominee is submitted to the Market Management Team before the licence is surrendered;
  - 3.8.2. The nominee has completed a licence agreement
  - 3.8.3. The nominee has not previously had a licence terminated or suspended by the Council on any Market within the City.
  - 3.8.4. The nominee provides written proof of liability cover as required by clause 8 is provided.
- 3.9. Alternatively, at its sole discretion, the Market Management Team may allow the nominee to enter into a licence of an alternative Stall.
- 3.10. Cambridge City Council does not accept any liability for injury or accident caused by a Trader's product or exhibit, loss of profits, or for damage or theft of a Trader's stock.

#### **4. PRODUCT LINES AND PRODUCT LINE EXTENSIONS**

- 4.1. Traders may only sell the product line set out in their Licence.
- 4.2. The Market Management Team will allocate product lines to vacant Pitches as it considers best for the Market.
- 4.3. The Market Management Team may accept product lines that compete with existing Traders.
- 4.4. The Market Management Team reserves the right to decline any application for licence to sell a particular product; for example, if it considers that any particular trade or line will be over-represented on the Market.
- 4.5. Traders may only extend or change product lines by requesting that their Licence be amended to accommodate that change.
- 4.6. If a request to change is granted, the old Licence will be cancelled and a new one issued subject to payment of the appropriate amendment fee.
- 4.7. The Trader can only make changes to their Product Lines when the new Licence becomes effective.

#### **5. PITCH APPLICATIONS AND NEW PITCH ALLOCATIONS**

- 5.1. The following Pitches, when vacant, will be advertised by the Market Management Team for a minimum of 14 days:
  - 5.1.1. All Saturday Pitches
  - 5.1.2. All Sunday Pitches
  - 5.1.3. Monday-Friday (inclusive) – all ‘premium’ Pitches meaning all outside Pitches and end of inner rows (A1-A18, B1, B7 B8 B18, C1, C7, C8, C16, D1, D7, D8, D15, E1, E7, E8, E14, F1, F7, F8, G1-G12).
  - 5.1.4. The Market Management Team may advertise Pitches adjacent to any of the Pitches as a double Pitch if they consider this to be in the best interest of the Market.
- 5.2. All applications for Pitches from existing Traders that want an extra or alternative Pitch must be made in writing to the Market Management Team at [market.management@cambridge.gov.uk](mailto:market.management@cambridge.gov.uk) or in writing to Market Management Team, PO Box 700, Cambridge. CB1 0JH.

- 5.3. The Market Management Team will consider the applications for vacant Pitches using the following criteria:
  - 5.3.1. The need for the particular trade or product line stated on the application and for preserving a proper balance of trades on the Market;
  - 5.3.2. The desirability of allowing the continuity of a family business following retirement or bereavement;
  - 5.3.3. The conduct of the Trader, including any failure to comply with these regulations or any legislation or byelaws relating to the Market; and,
  - 5.3.4. The attendance of a Trader on days licenced to operate on the Market.
- 5.4. Applications for new or additional Pitches or changes or extensions to Product Lines will not be considered whilst the applicant is:
  - 5.4.1. in arrears with any payments connected with their licence or fees; or,
  - 5.4.2. otherwise in breach of these regulations.
- 5.5. Saturday Pitches will only be licensed to a Trader with at least one Licence for a Pitch on a Weekday.
- 5.6. A Trader who loses or surrenders all their Licences for Pitches on a Weekday, will automatically forfeit any Licence for Pitches on a Saturday.
- 5.7. Any new Traders applying for Pitches, or existing Traders applying for additional Pitches, will only be allowed to use a maximum of 3 Pitches per day.
- 5.8. No new Pitch allocations will become effective until the Licence Agreement has been signed and returned to the Market Management Team.
- 5.9. Licence Agreements not signed within 7 days of issue will be withdrawn and the Pitch made available for re-allocation.
- 5.10. If a successful applicant is a Trader who then vacates a different Pitch, the Market Management Team may consider offering the vacated Pitch(es) to the applicant(s) that were deemed to be runners up without advertising.

- 5.11. All unsuccessful applicants for Pitches or product line extensions will be advised in writing with reasons.

## **6. PAYMENT OF PITCH FEES**

- 6.1. Pitch fees and other charges are determined by the Council, and will be notified to Traders in writing once approved by the Council.
- 6.2. The Council will usually review all Pitch fees and other charges annually but may do so at different intervals.
- 6.3. The Council will notify Traders of any review and will consider representations made by Traders.
- 6.4. When the Council has decided to change fees and/or charges it will give Traders a minimum 4 weeks written notice prior to the date when the charges come into effect.
- 6.5. Traders will be charged monthly in arrears. All charges must be paid within the terms indicated on the invoice sent.
- 6.6. New Traders licenced to operate after 1st April 2018 may only pay their Market invoices by direct debit. Failure to do so will be subject to disciplinary procedures detailed in clause 23. At their entire discretion, in exceptional circumstances, the Market Management Team may allow an alternative method of payment.
- 6.7. Any Trader in arrears with their fee will be subject to the disciplinary procedures detailed in clause 23.
- 6.8. The Market Management team may suspend any Trader who owes more than 4 weeks Pitch fee.
- 6.9. Except where the Market Management Team has waived the Pitch fee under 6.10, 7.4 & 12.1 all Traders must pay their Pitch fee irrespective of whether they attend the Market.
- 6.10. In Severe Weather, Traders who do not attend the Market will not be charged for that day or day(s) provided that they are not in arrears with their Pitch fee.
- 6.11. If a Trader is granted a Casual Position on the Market, then, except where the Market Management Team has waived the Pitch fee under 6.10, 7.4 & 12.1 all Traders must pay their Pitch fee irrespective of whether they attend the Market.

## **7. ABSENCE FROM THE MARKET**

- 7.1. If a Trader is absent the Council may re-allocate their Pitch(es) to another Trader.
- 7.2. For all absences Traders must advise the Market Management Team as soon as it is reasonably possible in advance of the Trading Day in question or, if this cannot be done, as early as possible on that day.
- 7.3. Should a Trader inform the Council they will be absent the Council reserves the right to re-allocate the Pitch for that day to another Trader.
- 7.4. Traders that fail to attend the market for a period of eight consecutive calendar days without the written consent of the Market Management Team will be subject to the disciplinary procedures under Clause 23.
- 7.5. Any Trader unable to attend the Market for a period due to circumstances beyond their control must notify the Market Management Team in writing as soon as possible; the Market Management Team may in their sole discretion waive the Pitch fee.

## **8. INSURANCE**

- 8.1. Traders must have current third party public liability insurance with a minimum coverage of £5,000,000 (FIVE MILLION POUNDS) and must:
  - 8.1.1. display their policy of insurance on their Pitch; and,
  - 8.1.2. provide evidence to the Council of the insurance on request.
- 8.2. Traders who are responsible for employees must also hold Employers Liability Insurance with a minimum level of cover of £5 million.
- 8.3. Traders not displaying evidence of insurance or providing evidence of their insurance as required by clauses 8.1 & 8.2 will not be permitted to trade until this has been rectified; when a Trader does not provide evidence of valid insurance within fourteen days will have their licence automatically withdrawn.
- 8.4. Traders must notify the Market Management Team of any changes or renewal in insurance and provide copies on request.



## **9. INDEMNITY AND COST OF DAMAGE**

- 9.1. Traders will indemnify the Council against all costs, claims and damages arising from their use of the Pitch, or any other facility provided by the Council in respect of the Market operation.
- 9.2. The Council reserves the right to charge any Trader the full cost of repair or renewal to any council property related to the Market where in the reasonable opinion of the Council the Trader or anyone working or connected with the Trader has caused the damage.

## **10. CONDUCT**

- 10.1. Traders are responsible for their own conduct and that of anyone working on or in connection with their Pitch at all times while they are on the Market.
- 10.2. Traders are responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.
- 10.3. A breach of these Regulations by anyone working on or in connection with a Trader's Pitch will be deemed to be a breach by the Trader.
- 10.4. Traders and those working with them must not:
  - 10.4.1. Use abusive or bad language, shouting or intimidating behaviour;
  - 10.4.2. Discriminate against anyone on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion or belief;
  - 10.4.3. Use or permit the use of illegal substances on the Market including toilets and storage area;
  - 10.4.4. Smoke in the toilets or the storage areas or within the confines of any Pitch canopy on the Market;
  - 10.4.5. Hawk or carry goods about for sale, whether in the Market or outside it;
  - 10.4.6. Use Pitches for any purpose other than trading;
  - 10.4.7. Pitch or call out goods for sale;
  - 10.4.8. Sell live animals on the Market;

- 10.4.9. Cause or encourage any nuisance or annoyance to the public or other Traders or occupiers of property in the vicinity of the Market;
  - 10.4.10. Make any noise or play music that is considered by the Market Management Team to be a nuisance or inconvenience to other Traders, customers or local residents; or,
  - 10.4.11. Cook on their Pitch except where this is part of the product line set out in their licence.
- 10.5. Animals (other than Assistance Dogs) are not permitted on the Pitch without the written agreement of the Market Management Team.
  - 10.6. Traders must comply with every reasonable instruction asked of them from time to time by any member of the Market Management Team either in person or in writing.

## **11. HOURS OF OPERATION**

- 11.1. All Traders must ensure that their Pitch is suitably manned throughout the Market Hours of Operation and is open for trade.
- 11.2. Traders who fail to take their Pitch by 9.30am may not be permitted to trade on that Trading Day unless prior arrangement is made with the Market Management Team. No refund of Pitch fees will be paid in these circumstances. The Council may re-allocate the Pitch for any absence to another Trader.
- 11.3. Traders must not come onto the Market before 6.30am or before any washdown process has been completed, whichever is the later.
- 11.4. All vehicles must be removed from the Market by 9.30am and Traders must not bring their vehicles back to the Market until after 4pm.
- 11.5. All Traders must vacate the Market by no later than 6pm.

## **12. CLOSURE OF THE MARKET**

- 12.1. The Market Management Team shall have the right to close the Market at their absolute discretion if they consider this to be necessary on the grounds of public safety. If a Trader is unsure whether the market is open it is their responsibility to contact the Market Management Team before starting his or her journey.

### **13. WORKS AFFECTING THE MARKET**

- 13.1. Whenever possible, Traders will be given prior notice of maintenance and other work on and around the Market which could affect their trading activities.

### **14. VEHICLES**

- 14.1. Traders must ensure that they observe a maximum vehicle speed of 5 miles per hour when on or in the vicinity of the Market Square and that vehicles display hazard warning lights.
- 14.2. The Council will not be responsible for vehicles brought onto the Market Square.
- 14.3. When loading/unloading their vehicles, all Traders shall cause as little obstruction and inconvenience to the general public, other Traders or the Council's employees and contractors as possible.
- 14.4. Traders must comply with such requirements as the Market Management Team deems necessary in relation to vehicles and loading.

### **15. PITCHES**

- 15.1. Traders must not place or cause any goods to be placed on any Pitch or space such that they encroach or extend beyond the boundaries of the Pitch unless they have the written permission of the Market Management Team. Consideration must be given at all times to ease of access for all users of the Market.
- 15.2. Traders may only use A-boards if the boards are wholly contained within the boundary of the Pitch and subject to any requirements of the Market Management Team.
- 15.3. It is strictly prohibited to extend Pitches onto the public highway, obstruction of the public highway is a criminal offence under S.137 of Highways Act 1980
- 15.4. Traders must not move, alter or add to the fittings or structure of their Pitch without the prior written consent of the Market Management Team.
- 15.5. Traders must remove any back or side sheets on their Pitch at the end of each Trading Day.

- 15.6. Traders must ensure that any back or side sheets shall be kept in good and clean condition at all times.
- 15.7. Traders must not leave any goods, articles or equipment other than boards on the Market after Market Hours of Operation without the prior written consent of the Market Management Team including any lights, shelving or other construction.
- 15.8. Any Trader's property left on the Market after the Market has closed is at the Trader's own risk.
- 15.9. Any boards must be stored in the designated storage area.
- 15.10. Boards, articles, equipment or other construction left on the Market (but not in the designated storage area) outside the Hours of Operation without the written consent of the Market Management Team will be removed by our refuse collector.
- 15.11. The Market Management Team may withdraw any consent granted under clause 15.10 at any time giving Traders seven days' notice in writing to remove lighting, shelving or other construction; if a Trader fails to remove articles within seven days they will be liable for costs incurred by the Council in removing equipment, shelving or construction.

## **16. IDENTITY**

- 16.1. Traders must display in a prominent and visible location on their Pitch, a legible, well presented sign of a minimum A4 size showing their trading name at all times during the trading day.
- 16.2. Traders must register their permanent addresses, date of birth, National Insurance number, e-mail address and contact telephone number with the Market Management Team who must be notified of any changes.
- 16.3. It is the Trader's responsibility to ensure that their details held by the Market Management Team are accurate and up to date.
- 16.4. A Trader not providing evidence, upon request by the Market Management Team, of evidence of their identity or contact details will not be permitted to trade and if this evidence has not been provided after fourteen days, the Trader's licence will be automatically withdrawn.

## **17. GAS CYLINDERS**

- 17.1. The use of LPG/pressurised cylinder(s) will not be permitted without the prior written consent of the Market Management Team and permission will be subject to such conditions as the Market Management Team may require.
- 17.2. All Traders using LPG/pressurised cylinder(s) must have a controllable discharge type, dry powder fire extinguisher situated near the appliance, displaying a current test approval easily accessible on their Pitch.
- 17.3. All LPG/pressurised cylinders shall be stored outside any Pitch, vehicle or building connected to the appliance via securely fixed metal piping or armoured flexible piping. Only cylinders using pressure relief valves will be allowed which must be positively secured in the upright position.
- 17.4. All LPG/pressurised cylinders not in use must be stored upright in the open air away from any fixed or temporary source of ignition, with suitable hazard warning signage provided, complying with the Health and Safety (Safety Signs and Signals) Regulations 1996.
- 17.5. Paraffin appliances will not be permitted under any circumstances.

## **18. GENERATORS**

- 18.1. Generators are not permitted on the Market without the prior written agreement of the Market Management Team and subject to such conditions as the Market Management Team may require in addition to the following:
  - 18.1.1. Only silent running (maximum 50 decibel) diesel generators are permitted on the Market.
  - 18.1.2. No re-fuelling or storage of fuel is allowed on site.
  - 18.1.3. Generators must be located so as not to be accessible to members of the public or other unauthorised persons.
  - 18.1.4. All cables must be routed away from pedestrian traffic routes in order to avoid tripping hazards and must be protected from mechanical damage.

- 18.2. Where the Market Management Team considers that conditions have been breached, including where a generator is too noisy, the Market Management Team may require that the generator be switched off immediately.

## **19. ELECTRICITY**

- 19.1. A 240v electricity supply is currently available on the Market Square; the Council reserves the right to convert this to 110v if it considers this appropriate or to require compliance with the Electricity at Work Regulations 1989 (as may be amended from time to time).
- 19.2. Traders may only use electrical equipment that it is in good condition, weatherproof and suitable for outside use and in particular all Traders must use an IP55 weather proof box.
- 19.3. All electrical equipment must have a valid up to date PAT test certificate which must be available for the Market Management Team to view upon request.
- 19.4. Connections to the electricity supply must be made by a suitably competent person using robust, moisture and tamper proof connections which are suitable for outside use.
- 19.5. Suitable and sufficient earth-leakage protection must be installed and maintained as part of the fixed wiring installation.
- 19.6. Traders must ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected and at a safe height.
- 19.7. Traders must not make any alterations or additions to the electrical wiring and fittings of the Pitch.
- 19.8. Traders are only permitted to use the electricity supply for appropriate lighting, scales and tills and for other uses which are, in the reasonable opinion of the Market Management Team, essential for the operation of their business as specified on the Trader's Licence Agreement.
- 19.9. Electricity must not be used for heating in any circumstances.

## **20. LITTER AND TRADE WASTE**

- 20.1. The Council will carry out the regular cleaning of the Market area, and the drains and gullies on the Market as necessary to maintain their effective operation.

- 20.2. Traders must ensure that their Pitch and any adjoining passages, whether used by them alone or in conjunction with other Traders, are properly swept from time to time and shall ensure that litter is not allowed to accumulate.
- 20.3. Throughout the day Traders must ensure the area surrounding their Pitch is cleaned and clear of all refuse and to ensure that all Pitches and immediate areas are cleared of all refuse generated by their business at the close of business each day.
- 20.4. Traders must remove trade waste from their Pitch. The Council will provide and maintain adequate, hygienic and efficient refuse disposal facilities on the Market at all times subject to breakdowns and other matters beyond its immediate control.
- 20.5. Traders who produce food waste must dispose of it in the correct food waste receptacle.
- 20.6. Traders who produce cardboard waste must flatten the cardboard and place in the baler.
- 20.7. Traders must comply with notices displayed on the compactor with regard to the type of waste that can be put in the compactor.
- 20.8. Traders must not put their trade waste in public litterbins.
- 20.9. Traders providing containers for food or drink consumption on the Market place shall make such additional arrangements for litter as the Market Management Team deem necessary.
- 20.10. Traders must comply with any new initiatives introduced to improve the re-cycling of trade waste on the Markets as advised in writing by the Market Management Team from time to time.
- 20.11. Traders must only use the waste receptacles on the Market for disposal of waste produced whilst attending the Market and not for the disposal of any other waste.
- 20.12. If a Trader does not dispose of and/or remove trade waste in accordance with this clause 20 the Council may remove the waste and charge the Trader the reasonable cost of removal and disposal.
- 20.13. All trade waste must be correctly disposed of before Traders are required to have left the Market as set out in clause 11.5.

## 21. FOOD & HOT DRINK PITCHES

- 21.1. All Traders selling food from their Pitches must comply with any legislation for the time being in force relating to their business including (but not limited to) the provisions of the Food Hygiene (England) Regulations 2006  
[www.cambridge.gov.uk/ccm/navigation/environment-and-recycling/food-safety/](http://www.cambridge.gov.uk/ccm/navigation/environment-and-recycling/food-safety/)
- 21.2. In particular, Traders must comply with the following:
- 21.2.1. A first aid box shall be provided and any cuts and abrasions shall be covered by a blue, waterproof dressing.
  - 21.2.2. All food must be kept eighteen inches above the ground and protected at all times from the risk of contamination.
  - 21.2.3. Open or unwrapped food, other than fruit and vegetables, must only be sold from Pitches or vehicles which are approved by the Council for this purpose.
  - 21.2.4. Traders selling cooked or raw meat, poultry, fish or dairy products must provide adequate refrigeration and this produce must only be sold from Pitches or vehicles which are approved by the Council for this purpose.
  - 21.2.5. Waste water from sinks, wash hand basins etc must be discharged to the discharge points located near the standings in accordance with the requirements of the Market Management Team.
  - 21.2.6. Food handlers must not smoke behind or in the vicinity of the sales counters.
  - 21.2.7. Food handlers must wear suitable, clean and where appropriate protective clothing and shall maintain a high degree of personal cleanliness.
  - 21.2.8. No refuse, waste or unfit food is to be allowed to accumulate on or about the Pitch.
  - 21.2.9. Traders must have hand washing facilities with hot and cold water available on the Pitch if they are handling High Risk Foods.
- 21.3. Any Trader disposing oil in drains on or around the Market will have their licence automatically withdrawn subject to clause 24.



- 21.4. Traders running a business selling High Risk Foods must have available for inspection at the Pitch the appropriate Safer Food Better Business Pack.
- 21.5. Traders paying a Hot Food Premium, or who are otherwise advised by the Market Management Team that they are categorised as hot food Traders, must ensure that covers all sides of their Pitch, including the back that adjoin a neighbouring Pitch with flame retardant sheeting to flame retardant M2 which extends into the awnings of the canopy which is maintained to a high standard.
- 21.6. The flame retardant sheeting must be in place before any food preparation begins irrespective of whether or not adjoining pitches are occupied.
- 21.7. All sheeting must be taken down at the end of the Market Hours of Operation.
- 21.8. All Traders selling take away hot food or drinks must use cardboard or paper based cups, trays, dishes or other biodegradable/re-usable packaging for their products.

## **22. HEALTH AND SAFETY**

- 22.1. Traders must comply with directions issued from time to time by the Council with a view to maintaining or improving the health and safety environment on the Market. Traders must, in particular, have regard to the approved risk assessment, a copy of which can be obtained from the Market Management Team.

## **23. DISCIPLINARY CODE**

- 23.1. The following procedures relate to any breaches of these Terms of trading on the General & Sunday Market will be dealt with in accordance with the procedures laid out in Clause 23 and 24.
- 23.2. The procedure will normally be:
  - 23.2.1. For a first breach, a verbal warning will be given, a note of which will be placed on the Council's file.
  - 23.2.2. For a second breach, a written warning will be given and will be recorded on the Council's file.
  - 23.2.3. For subsequent breaches a Trader's licence may be suspended or terminated.

- 23.3. In cases of alleged serious misconduct, a Trader's licence may be suspended pending the hearing and the determination of any appeal.
- 23.4. If a Trader does not comply with a suspension then this will be taken into account as part of any disciplinary proceedings.
- 23.5. Disciplinary action beyond a verbal or written warning will not be taken without a hearing apart from a precautionary suspension.
- 23.6. Hearings will be held by the Head of Environment Services or any other officer authorised to do so and will be held on at least three working days' notice.
- 23.7. At the hearing oral and written evidence can be presented and cross-examination may take place in accordance with the principles of natural justice.
- 23.8. The Council may, in appropriate circumstances, proceed by way of a written warning, suspension or termination even for the first breach.
- 23.9. All breaches will remain on the Trader's record (as held by the Council) for a minimum period of twelve months.
- 23.10. In the event of continued breaches or serious misconduct a Trader's licence may be terminated.
- 23.11. A termination or suspension will not normally take effect until after any appeals procedure has been completed. However, the Council has discretion to proceed as it thinks fit having regard to all the circumstances of the case and the nature of the breach.
- 23.12. Examples of conduct which may, following a hearing in accordance with Clause 23.6, justify termination of a licence are:
  - 23.12.1. Serious misconduct or dishonesty;
  - 23.12.2. Assaulting a member of the public, a Council Officer or another Trader;
  - 23.12.3. Verbal abuse, harassment, intimidation, discrimination or bullying towards the public, Council Officers or other Trader(s);
  - 23.12.4. In the reasonable opinion of the Head of Environment Services, the Trader brings the Market into disrepute;

23.12.5. The Trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other Enforcement Agency;

23.12.6. The Trader has persistently failed to make payment of the licence fee within any specified time limits; or,

23.12.7. The Trader has failed to comply with the health and safety legislation affecting the Market site or any health and safety requirements notified to the Trader by the Council.

23.13. Notwithstanding the above any Trader who does not pay the Pitch fee, when present on the Market, in the matter described in Clause 7 will not be permitted to attend the Market until the fee has been paid.

## **24. APPEALS PROCEDURE**

24.1. A Trader who is issued with a warning, suspended or whose licence to trade has been terminated may appeal in writing to the Council's Strategic Director (or such other officer as the Council appoints) within 5 working days from, but not including, the day the trader is notified of the decision against which they wish to appeal.

24.2. The decision of the Strategic Director or other appointed officer shall be final in all respects.

24.3. In considering any appeal the Strategic Director or other appointed officer will have regard to any relevant documentation and may interview such persons, including the Trader in question, as he/she considers appropriate.

24.4. The result of the appeal and the reasons for the decision reached will be conveyed in writing to the registered address of the Trader.

## **25. INFORMATION AND COMPLAINTS**

25.1. Cambridge City Council will provide and maintain adequate and hygienic toilets and washroom facilities for all licensed Traders.

25.2. The Council will provide and maintain Pitch canopies and metal scaffold.

25.3. The Market Management Team is part of the Council's City Centre Management Service, within the Environment Directorate. The Market Management Team reports to the Head of Environment Services.

25.4. City Centre Management is part of the portfolio of the Executive Councillor for Environmental Services and City Centre. The City Centre Management Service reports to the Council's Environment Committee.

25.5. If you have a problem or complaint with regard to management of the market that the Market Management Team cannot help with, you should first contact the Council: [complaints@cambridge.gov.uk](mailto:complaints@cambridge.gov.uk)

Trader signature:.....

Print name:.....

Date:.....