

# MONMOUTHSHIRE COUNTY COUNCIL

## MARKET REGULATIONS

### INTERPRETATION

#### 1. In these Regulations

- (a) "The Council" means Monmouthshire County Council
- (b) "The Goods" includes provisions, commodities and articles brought into the market place for the purpose of sale;
- (c) "The Market" means
- (i) the areas operated by the Council as an open market to the rear of Abergavenny Market Hall,
  - (ii) the building known as the Abergavenny Market Hall.
  - (iii) the areas operated by the Council as an open market fronting and underneath the arches of the Shire Hall, Monmouth;
  - (iv) Open Market Monmouth located by Monmouth Bridge
  - (v) Caldicot Market
- (d) "Market hours" means from the opening of the market at 8.30am to the close of the Market at 4.30pm at Abergavenny Market Hall, and 8am to 4pm at the Shire Hall Monmouth. Abergavenny lower outdoor market, Caldicot, and Monmouth Bridge Car Park trading hours are from 8.00am to 3.30pm
- (e) "Market Officer" means the Councils' Markets Manager or duly authorised representative;
- (f) "Registered Stallholder" means any Stallholder accepted by the Council as a Registered Stallholder in accordance with Regulation 7 below;
- (g) "Sell" and "sale" include exposing and exposure for sale;
- (h) "Stall" includes any building, shop, office, compartment, standing bench, table, place, pitch, site or space in a Market and used or intended to be used for the sale of goods:



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|-----|---|---|
| (i) | “Stall Depth”   | means whichever is the greater measurement of the stall measured.<br>(i) from front to rear; or<br>(ii) from side to side   |
| (j) | “Stallholder”   | means any person to whom a licence has been granted by the Council to trade from a Stall in the Market  |
| (k) | “Stallholder’s Licence”   | means the form of licence or receipt issued to the Stallholder electronically   |
| (l) | “Toll”  | means the licence fee as determined from time to time by Council due in respect of any Stall  |
| (m) | “The Trading Frontage”  | means the length of the external face or faces of the stall to which the general public have access.  |
| (n) | “Vehicle”   | includes any mechanically propelled vehicle (other than a mobility scooter or electric wheelchair) and any cycle, tricycle, wheelbarrow, cart, handcart, truck, wagon or trailer. |
| (o) | Unless the context otherwise requires<br>(i) the singular shall include the plural and vice versa<br>(ii) the masculine shall include the feminine and vice versa |   |

### **APPLICATION OF REGULATIONS**

2. These Regulations govern the use of Stalls in the Market by Stallholders. Any Stallholder who by himself, his agent or employee contravenes any of the Regulations or any of the Byelaws relating to the Market or any other enactment or order relating thereto may be refused permission to occupy or to pitch a Stall or sell Goods in the Market.

### **MARKET DAYS AND TOLLS**

3. (a) Those parts of the Market at Abergavenny can be open for trading on Tuesdays, Wednesdays, Thursdays, Fridays, Saturdays and Sundays.
- (b) Those parts of the Market at Monmouth can be open for trading on Fridays and Saturdays at the Shire Hall and Bridge Street Car Park.
- (c) Those parts of the Market at Caldicot can be open for traders on Tuesdays and Saturdays.
- (d) Market days may be varied by the Council by virtue of public holidays and shall not be held on Easter Sunday, Christmas Day, Boxing Day or New Year’s Day.
- (e) Tolls shall be payable at such rate as may be determined from time to time by the Council and displayed in the Market and for the purposes of:-



- (i) the Market Hall Abergavenny and under the Arches Monmouth Tolls shall be assessed by reference to the square footage of the stall
  - (ii) all other areas of the Market and at Caldicot and Monmouth Bridge Market the Toll shall be assessed by reference to the Stall Depth or the Trading Frontage whichever is the greater.
- (f) Except as hereinafter provided Tolls shall be payable in advance on completion of online application.
- (g) The Market Management team may suspend any trader who is in arrears of more than 4 weeks, Payment plans can be implemented with the Market Management team. Failure to stick to these payment plans could result in termination of a traders agreement.

### **Stalls and Construction**

4. (a) For the purpose of measuring the area occupied by a Stall the Stall Depth or the Trading Frontage there shall be included the ground immediately below its roof (if any)
- (b) Unless the Stall is the property of the Council the Stallholder shall be responsible for the construction of the Stall and shall keep it in good repair condition and appearance and shall indemnify the Council in respect of all liability arising out of accidents caused by or arising from the disrepair condition or construction of the Stall.

### **Stalls – Occupation and Identification**

5. (a) No person shall be permitted by himself, his agent or nominee to place, erect or use more than one Stall in the Market on the same day except with the consent of the Market Officer when in exceptional cases a person may be permitted to place, erect or use one additional Stall in the Market.
- (b) No person shall bring any Goods into the Market for the purpose of sale more than one hour after the Market opens (except as provided in Regulation 7(e) below) or allow them to remain there more than one hour after the Market closes.
- (c) The Stallholder shall when asked by a member of the public provide them with their name or Stall Number.

### **STALLHOLDERS**

6. (a) The allocation of a Stall in the Market by the Market Officer is personal to a Stallholder. It is not granted to him as an agent or representative of any person, body of persons, partnership or corporation. Accordingly the Stallholder has no rights which are capable of being sublet or assigned.
- (b) A Stallholder must inform the Market Officer of his name, address, contact telephone number and email address.
- (c) A Stallholder may only occupy that Stall allocated to him by the Market Officer.



- (d) A Stallholder must attend the Stall throughout Market hours and may not vacate the Stall until the close of the Market.

#### **REGISTERED STALLS**

7. (a) A trader desiring to attend regularly at a Market may have a Stall reserved for each Market day on paying the appropriate Toll in advance and by paying the appropriate Toll for each Market day. So long as the Council has a weeks' Toll in hand and the trader complies with all the Regulations contained herein a Stall will be reserved for him.
- (b) The reservation of a Stall is personal to a Stallholder in like manner as the allocation of a Stall under Regulation 6 (a).
- (c) The term "attended in person" means attended by the Registered Stallholder throughout Market hours and any Stallholder may be required to sign a register at the open and close of the Market.
- (d) A Stall can only be reserved via the My Monmouthshire website once a trader has submitted and had authorised their Trader Registration application.
- (e) Registered Stallholders must, unless prevented for a good and sufficient reason, inform the Market Officer beforehand of their intention not to occupy the Stall on any particular day.

#### **Prevention of Obstruction Nuisance and Damage**

8. (a) If:
- (1) the Stall exceeds the dimensions specified in the Stallholder's Licence or
- (2) any Goods object or thing within the control of the Stallholder projects more than 300 millimetres beyond the dimensions of the Stall then:
- (i) the Stallholder shall pay an additional sum to the Council being 50% of the Toll applicable to the Stallholders Licence; and
- (ii) the reservation of a Stall can be terminated without further notice;
- (iii) The above are applied at the discretion of the Market Officer.
- (b) Stalls must be pitched in the position and facing in such manner as directed by the Market Officer.
- (c) Subject to Regulation 8(d) vehicles may only be brought by Stallholders into the Market in such a manner as will cause no obstruction to any public road, avenue, passage, pavement or footway used by the public nor inconvenience or nuisance to other Stallholders or the occupiers of any premises adjoining the Market. They may not stand for longer than is reasonably necessary for loading or unloading Goods. No vehicle of any type will be parked or driven onto the Market between the hours 9.00 am and 4.00 pm without the express permission of the Market Officer.



- (d) No Stallholder shall hawk or carry about any goods in a Market.
- (e) The Stallholder his agent or employee shall not do any act or thing which shall be a nuisance, disturbance or annoyance to the Council or other Stallholders or users of the Market nor shall he do any act or thing which shall bring the Council's name into ill repute.

### **GIFTS**

- 9. The Stallholder shall not offer, give or agree to give to any employee of or member of the Council any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for being done or forborne to do any action in relation to the grant of a Stall or application of these Regulations.

### **HEATING LIGHTING AND ELECTRICITY**

- 10. (a) If a Stall is provided with an electricity supply by the Council that supply may be used for such lighting and other purposes as may be directly approved by the Market Officer but for no other purposes whatsoever.
- (b) The Stallholder shall pay to the Council on demand such sum as may be assessed on a fair and reasonable basis by the Market Officer for all electricity supplied by the Council and consumed within the Stall.
- (c) The use of any heating lighting or electrical appliance within a Stall shall be subject to the approval of the Market Officer first being obtained and evidence provided relating to current PAT testing.

### **HYGIENE**

- 11. (a) Every Stallholder shall keep his Stall its fittings and the space below and adjoining the Stall clean and free from litter, (provided that litter retained in a suitable receptacle shall not amount to a breach of this regulation).
- (b) Every Stallholder shall as often as necessary during any Market day and before he leaves the Market, cause all refuse from his trade or business to be removed and the area occupied by him cleansed to the satisfaction of the Market Officer. Without prejudice to any liability that there may be under the Litter Act or Market Byelaws, if a Stallholder fails to comply with these Regulations the Council may remove the refuse and cleanse the area before mentioned and the Stallholder shall be liable to pay on demand the Council's costs thereby incurred.
- (c) All persons selling foodstuffs must comply with the Food Hygiene (Markets, Stalls and Delivery Vehicles) Regulations 1996, as amended or any Act or Regulations superseding same.
- (d) In the event of additional guidance being issued by Public Health Wales and/or the Welsh Government, all stallholders will have to provide and use their own PPE and adequate hand washing/sanitising facilities in the event of any public health emergency. These items must conform to guidance issued at that time, and be used as recommended by the governing



body issuing said guidance. Any stallholder refusing to comply will be required to leave the Market and refused a pitch to trade.

### **GOODS OFFERED FOR SALE**

12. Stallholders shall sell or offer for sale only those Goods approved beforehand in writing by the Market Officer when submitting trader registration application. The Market Officer or Assistant will determine what goods are 'not fit for purpose' and whilst not illegal to offer for sale will not be allowed at Monmouthshire County Council Markets. Any changes to goods offered for sale that vary from the original trader registration application, will require authorisation in writing from the Market Officer before being allowed to be sold on their stall.

### **INSURANCES**

13. (a) All Stallholders shall hold a valid insurance policy for public liability for claims up to £5,000,000 (Five million pounds) and the Market Officer shall be at liberty to call for and inspect such policy of insurance and the receipt for the current premium. This information is recorded on the trader registration application, and must be updated annually when policies renew.
- (b) Every Stallholder shall indemnify the Council against any expense liability loss claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person and any injury or damage whatsoever to any property real or personnel arising out of any act omission negligence breach of statutory duty or default of the Stallholder.

### **COMPLAINTS DIRECTIONS AND BREACH OF REGULATIONS**

14. (c) Any complaint with regard to these Regulations must be made in writing to the Head Of Commercial and Integrated Landlord Services.
- (b) Stallholders shall comply with all directions of the Market Officer which do not conflict with these Regulations relating to the Market.
- (c) All allocations of Stalls are made on the express understanding that they may be terminated forthwith by the Market Officer in the event of any contraventions by a Stallholder of these Regulations relating to the Market.

### **ATTENDANCE & ABSENCE**

15. (a) During any absence from the Market the Council may relocate the stall(s) to another trader
- (b) If unable to attend, Traders must inform the Market Management as soon as it is reasonably possible in advance, or if this cannot be done, as early as possible on the trading day in question. Should this occur the Council have the right to allocate the stall for that day to another trader.
- (c) In the interest of the Market it is important that traders attend the Market on the days that they have agreed and as many stalls are occupied on each market day.



- (d) Any Trader unable to attend the Market due to any unforeseen circumstances must notify the Markets team by email or in writing as soon as possible. The Market Management may in their absolute discretion hold over the fee paid for the stall to an alternate date.

## Data Privacy Summary Notice

### How we will use your information

Processing of your personal data by Monmouthshire County Council (MCC) is necessary to undertake the activities performed by Landlord Services. Without this information, the Landlord Services department of MCC may not be able to fulfil its duties of managing the Council's Land and Property Assets and progressing enquires we receive. Your details will be legitimately shared with departments as specified in our privacy notice in a safe and secure manner. From time to time it may also be necessary that we share your personal details with Agencies and Organisations as defined in our Privacy Notice. Your personal details will not be shared further, unless in relation to safeguarding or other legal obligations. Your records will be safely stored and retained in line with our retention policy, unless we need to retain under another lawful basis. You have a number of rights in relation to the information including the right of access to information we hold about you and the right to complain if you are unhappy with the way your information is being processed. For further information on how we process your information and your rights please go to our website: [www.monmouthshire.gov.uk](http://www.monmouthshire.gov.uk) Should you need to make a complaint about the way your data has been processed, please contact [dataprotection@monmouthshire.gov.uk](mailto:dataprotection@monmouthshire.gov.uk) or if you are not fully satisfied you may contact the Information Commissioner's Office online at [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns) or via their helpline: 0303 123 1113.

### TRADERS FEES 2022:

	Tuesday	Wednesday	Farmers	Friday	Saturday	Craft
1 table	£15.75	£9.50	£5.00	£10.50	£15.75	£15.75
2 tables	£29.50	£18.00	£10.00	£15.75	£26.25	£26.25
3 tables	£40.00	£26.50	£5.00	£21.00	£34.25	£34.25
Covered Market Stall	£55.00	£26.50	£10.00	£29.50	£39.00	£39.00

