



Redenhall with Harleston Town Council

Clerk: Mrs. C. Crane

Members of the public are cordially invited to attend a meeting of **Redenhall with Harleston Town Council Executive Committee** which will be held at the Town Council Offices, on **20th September 2023 at 6.30pm** to consider the business detailed below.

Signed: Clare Crane - Town Clerk

Date: 15th September 2023

Members of the press and public are welcome to attend – there will be an opportunity for public participation agenda item 6.

SELFLESSNESS, INTEGRITY, OBJECTIVITY, ACCOUNTABILITY, OPENNESS, HONESTY & LEADERSHIP

AGENDA

1. Welcome
2. To receive and consider accepting apologies from members unable to attend.
3. To receive and note any declarations of members' pecuniary and/or non-pecuniary/other interests pertaining to items on the following agenda, to note any dispensations granted in respect of business to be discussed and to consider any requests for dispensations.¹
4. To receive and approve the minutes from the last Executive meeting on Wednesday 5th July 2023 ([copy herewith](#))
5. To note progress on decisions made at the last meeting of the Executive Committee ([copy herewith](#))
6. To consider a resolution under Standing Orders 3e to suspend the meeting to hear comments from members of the public on items to be discussed on the agenda (the period of designated time for public participation is 20 minutes unless directed by the Chairman of the meeting and individual members of the public are entitled to speak for a maximum of 5 minutes each).²
7. To receive and review the following and recommend to Town Council for adoption.
 - a) Market Rules and Regulations – Wednesday's
 - b) Market Rules and Regulations – Speciality Markets and Events
8. To note the date and time of the next Executive Committee meeting as 15th November 2023
9. Public Bodies (Admissions to Meetings to consider a resolution under the Public Bodies (Admissions to Meetings) Act 1960 and Standing Orders 3d to exclude members of the public and press in order to discuss the following items which is properly considered to be of a confidential nature.
10. HR related matters
11. To draft a four-year action plan for recommendation to Town Council for adoption.

¹ All details to be found at <https://harleston-tc.gov.uk/your-town-council/become-a-councillor/>

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Redenhall with Harleston Town Council

Clerk: Mrs. C. Crane
Chairman: Cllr. T. Graham

Minutes of a meeting of Redenhall with Harleston Town Council's Executive Committee held on Wednesday 5th July 2023 at 18.30 in the Social Room of the Leisure Centre

Present: Cllr. P. MBA (Chair of Council) Cllr Chenery (Vice Chair Amenities)
Cllr. C. Digby (Chair of Planning) Cllr. K. Harrison (Chair of Finance)

Also in attendance: Clare Crane (Town Clerk), Emma Chandler (Deputy Clerk)

Public: Michael Hardy and Eloise Wilkinson

1. **To elect**
 - a) **A Chairman**
 - b) **A Vice-Chairman**

The Clerk informed the committee that the Terms of Reference state that the Chairman of the Council is the Chairman of the Committee, and the Vice Chairman of the Council is the Vice Chair so there was no need to elect for these positions.

2. **Welcome**

Cllr MBA welcomed everyone to the meeting.

3. **To receive and consider accepting apologies from members unable to attend.**

Apologies were received from Cllr Scade due to a prior engagement. These were accepted.

Thanks was given to Cllr Chenery for standing in as Vice Chair of the Amenities Committee.

It was confirmed that Cllr L Pegg had resigned and was also now unable to attend. This information would be reported at Full Council on the 26th July 2023

Action: Town Clerk

4. **To receive and note any declarations of members' pecuniary and/or non-pecuniary/other interests pertaining to items on the following agenda, to note any dispensations granted in respect of business to be discussed and to consider any requests for dispensations.**

None declared.

5. **To receive and approve the minutes from the last Executive meeting on Wednesday 26th April 2023**

Unanimously approved and signed and dated by Cllr MBA

6. To note progress on decisions made at the last meeting of the Executive Committee

Noted

7. To consider a resolution under Standing Orders 3e to suspend the meeting to hear comments from members of the public on items to be discussed on the agenda (the period of designated time for public participation is 20 minutes unless directed by the Chairman of the meeting and individual members of the public are entitled to speak for a maximum of 5 minutes each).

Unanimously agreed.

Standing orders were suspended at 18.34.

- One member of the public enquired if there is any training provided for those that have been invited to the planning committee and requested that these people are issued with a councillor pack.
- He also made reference to the Councils Standing Orders confirming that the Council can you have non councillors with voting rights and should these e updated at this Council has non councillors with no voting rights
- Even if non councillors have no voting rights should they still make declarations. Standing orders were reinstated at 18.39.

8. To review the current Terms of Reference and make amendments as necessary.

Reviewed.

9. To recommend final Terms of Reference for adoption at the next Town Council meeting being held on the 28th of June 2023.

No changes were made the Terms of Reference and it was agreed to recommend for adoption at the Town Council meeting on the 26th July 2023.

Action – Town Clerk

10. To receive a draft calendar of Executive Committee meetings for 2023/24 and agree the meeting schedule.

Unanimously agreed.

11. To acknowledge and congratulate Emma Chandler (Deputy Clerk) on her successful completion of the CiLCA qualification.

Congratulations were given and gratefully received.

12. To receive and examine the contents of the following and recommend for adoption by Town Council at the Town Council meeting held on the 26th July 2023

a) [FR6.7](#) – Regular Utilities and Rate Payments - Direct Debits

Unanimously agreed.

b) [FR6.8](#) - Regular Payments (Bacs and Direct Debits)

Unanimously agreed.

c) [FR4.1](#) – Possible payments to be listed.

Unanimously agreed.

Action – Town Clerk

13. To review and agree the following policies and recommend for adoption by Town Council at the Town Council meeting held on the 26th July 2023

- a) [Members Training Policy](#)
Unanimously agreed.
- b) [Exit Interview Policy](#)
Unanimously agreed.
- c) [Financial Regulations \(amendment to FR11c, footnote 2\)](#)
Noted and unanimously agreed (Legal Change)
- d) [Standing Orders \(amendment to SO 18f\)](#)
Noted and unanimously agreed (Legal Change)

Action – Town Clerk

14. To agree to recommend the following to the Amenities Committee at the 6th September 2023 meeting and the Leisure Centre Management Committee at the 11th October 2023 meeting.

- a) **reviewing a schedule of all fees and charges.**
Unanimously agreed.
- b) **reviewing stocks and stores with the RFO and again before the end of the Financial Year 2024.**
Unanimously agreed.
- c) **reviewing Register of Assets and Investments with the RFO and again before the end of the Financial Year 2024.**
Unanimously agreed.

Action – Town Clerk/RFO

15. To agree for the RFO to prepare Risk Policy Statements and Risk Management Arrangements for recommending approval by the Town Council before the end of the Financial Year 2024.

Unanimously agreed.

Action - RFO

16. To discuss and agree on the next step action for the Council to formulate an action plan and mission statement.

Suggested a small working party consisting of Cllrs MBA and Scade and the Town Clerk and Deputy Town Clerk.

Preliminary Ideas – Emergency Plan

Business Plan

Youth Council

Nature Recovery

The Clerk was requested to email all councillors for their ideas.

Unanimously agreed.

Action - Town Clerk

17. Note the attendance of two new members of the Leisure Centre management team at the three-day First Aid Course

Noted

18. To note the date and time of the next Executive Committee meeting (as decided at Item 10).

20th September 2023

Unanimously agreed.

- 19.** Public Bodies (Admissions to Meetings to consider a resolution under the Public Bodies (Admissions to Meetings) Act 1960 and Standing Orders 3d to exclude members of the public and press in order to discuss the following items which is properly considered to be of a confidential nature.

Confidential minutes appear from page 5 of the minutes.

Meeting Closed at 19.42.

Signed

Dated

DRAFT

Leisure Centre Management Committee – Progress Report – September 2023

<u>Committee</u>	<u>Minutes Reference</u>	<u>Subject</u>	<u>Action</u>	<u>Assigned to</u>	<u>Timescale</u>	<u>Comments or further actions</u>
Executive Committee	5 th July 2023 Item 3	Resignation of Cllr Pegg	To be reported at the July Town Council Meeting	Town Clerk	July 2023	Completed Matter Closed
Executive Committee	5 th July 2023 Item 9	Terms of Reference	Recommend to Town Council	Town Clerk	July 2023	Completed Matter Closed
Executive Committee	5 th July 2023 Item 12	Payments	To recommend to Town Council a) FR6.7 – Regular Utilities and Rate Payments - Direct Debits b) FR6.8 - Regular Payments (Bacs and Direct Debits) c) FR4.1 – Possible payments to be listed.	Town Clerk	July 2023	Completed Matter Closed
Executive Committee	5 th July 2023 Item 13	Policies	To recommend to Town Council a) Members Training Policy b) Exit Interview Policy c) Financial Regulations (amendment to FR11c, footnote 2) d) Standing Orders (amendment to SO 18f)	Town Clerk	July 2023	Completed Matter Closed
Executive Committee	5 th July 2023 Item 14	Reviews	Recommend to Amenities and LCMC a) reviewing a schedule of all fees and charges. b) reviewing stocks and stores with the RFO and again before the end of the Financial Year 2024. c) reviewing Register of Assets and Investments with the RFO and again before the end of the Financial Year 2024.	Town Clerk/RFO	September and October meetings	Added to agenda's Matter Closed
Executive Committee	5 th July 2023 Item 15	Risk Policy and Management	Recommend approval to Town Council	RFO	March 2024	Ongoing

Leisure Centre Management Committee – Progress Report – September 2023

Executive Committee	5 th July 2023 Item 16	Action Plan	Clerk to email councillors for their ideas	Town Clerk	July 2023	Councillors emailed Matter Closed
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Redenhall with Harleston Town Council

Rules and Regulations of a weekly Wednesday Market

January 2023

Adoption Date 5th October 2022

Date for review on or before 5th October 2023

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1. General

1.1. The market in Harleston is an essential community facility both for residents and visitors to the Town, it is intended to offer affordable business opportunities for traders. Market trading is an important part of our local community and ensuring that they continue to thrive and develop is part of Redenhall with Harleston Town Council's commitment to residents and visitors to Harleston.

1.2. The Town Council wants the market to provide an excellent standard of customer service with customers enjoying a positive experience and left wanting to visit again.

1.3. These rules and regulations set out the terms and conditions, standards and obligations which must be adhered to by a Trader granted a contract to trade on the Market Place. (All references made in this document to the 'Market Place' shall, unless otherwise specified, include Exchange Street and its environs.)

2. Market Trading Regulations and Contract

- 2.1. Traders on the Market are required to comply with the conditions of their contract.
- 2.2. Traders are required to conduct themselves in a manner which does not cause a danger, annoyance, nuisance or impediment to any other persons, traders, neighbouring businesses, or members of the public. This includes the use of threatening or abusive behaviour, foul language, substance abuse or drunkenness whilst attending the market.
- 2.3. Goods that are counterfeit, offensive or dangerous may not be sold on the market.
- 2.4. Trading days for contracted traders are Wednesday of each week and any additional days the Town Council allows.

3. Hours of Access and Trading

- 3.1. Access for setting-up stalls shall be no earlier than 05:00hrs on the day of the market
- 3.2. All stalls must be occupied by 08:30hrs unless otherwise directed by the Town Clerk. Traders must advise the Council Office or Town Clerk: tel. 01379 854519, email at: enquiries@harleston-tc.gov.uk at least 48 hours prior to the market, where possible, but in any event, prior to the start of the market on any given trading day if they are unable to be present to allow the pitch to be reallocated. The Clerk has the discretion to waive the fee payable for that day in exceptional circumstances.
- 3.3. If the trader fails to occupy the stall by 08.30 hrs on any day, the Town Council may offer the use of the stall for that day casually to another trader.
- 3.4. All vehicles and or other equipment not required for trading purposes must be removed from the market by 08:30 hrs.
- 3.5. Permitted trading hours are 07:00 – 16:00 hrs on each Market trading day or during such times as the Town Council may from time to time determine
- 3.6. Stalls shall be kept clean, tidy, stocked, and attended in accordance with your contract during trading hours.
- 3.7. In the event of temporary absence of the Trader a responsible adult person shall be left in control of the stall.
- 3.8. Whenever possible, Traders will be given prior notice of maintenance and other work on and around the market which could affect their trading activities. The Town Council will not be liable for any direct or consequential loss arising from work affecting the market.

4. Access by Vehicles

- 4.1. Traders shall comply with the permitted access hours and any traffic management directions made by the Town Clerk and her staff; such as an allocated time to enter the market, a position for unloading and a direction of movement and point of entry and exit from the market.
- 4.2. Traders are required to comply with all Traffic Regulation Orders affecting the public highway.

4.3. Whilst on the market all vehicles must be positioned to avoid obstructing other vehicles. All vehicles must be unloaded and loaded without delay and not left unattended with their engine running. Once unloaded or loaded they must be removed from the market without delay.

4.4. Traders and their employees should park in one of the designated Town Centre car parks (Bullock Fair or Broad Street)

5. Terms for Contracted Traders

5.1. Traders are granted a contract to occupy a specific stall or a “pitch” (space for a stall) on specified days of the week in return for a monthly fee.

5.2. The Town Clerk has the discretion to revoke the right to occupy a pitch at any time.

5.3. Casual traders do not benefit from the allocation of a particular pitch. The Town Councils intention is to ensure occupancy of all pitches on the market.

5.4. It may be necessary to relocate pitches from time to time. The Town Council will give Traders as much notice as possible in this event. However, this may be on the market day itself in exceptional circumstances.

5.5. The Trader must not assign, transfer, sub-contract or licence the benefit of this contract to any other person or company.

5.6. The Town Council reserves the right to charge any Trader or their employees the full cost of any damage to property owned by the Council.

6. Payment of Fees

6.1. Traders fees to be paid direct by BACS in advance

6.2. Failure to pay within 10 days of the invoice date may result in termination of contract.

6.3. The fee for the collection of unpaid stall fees or charges on each occasion will be £10.

6.4. If adverse weather conditions or similar prevent trading for part or the whole of the day the Town Clerk has the discretion to close the market.

6.5. An additional fee for use of electricity will be levied.

6.6. The standard daily pitch fee for the Wednesday Markets are £10 per 3x3m pitch

6.7. All permanent traders attending the market on at least 48 occasions during the trading year (1 January – 31st December) will be granted 2 weeks rent free during December of that year, non-transferable from one year to the next.

7. Size of Pitches

7.1. Standard pitch sizes are as follows 3x3m (£10), 3x6m (£20), 3x9m (£30)

7.2. Stall sizes are as per agreement and agreed in advance with the Council. All rents are calculated per stall as per the schedule of fees set out by Redenhall with Harleston Town Council.

7.3. Any goods which are hung from overhangs must not obstruct public circulation or present any risk of injury to the public or market staff.

7.4. Any electrical supply provision made by the Council shall not be adapted or overloaded and all electrical equipment used by a trader shall be restricted to 230 volts only, earth-bonded and RCD-protected in accordance with current electrical regulations requirements. 230v electric cables shall be SWAC- armoured and all cables shall be enclosed in cable protectors. Generators are only permitted with the express permission of the Town Council. All portable electrical appliance should have an up to date Portable Appliance Test (PAT) certificate

7.5. Traders are required to provide cable mats (at their own expense), to ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected.

7.6. All traders using liquid petroleum gas (LPG) must conform to LPG Code of Practice 24 and have the current annual Gas Safety Inspection certificate onsite.

7.7. Suitable hazard signage must be displayed so as to comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.

7.8. Traders must exercise due care and attention of the stall frame, the canopy, awning, and electricity supply at all times.

8. Sale of Fresh Food

8.1. All Traders of foodstuffs shall display their name and address in a prominent position on the stall. All other traders shall display a prominent sign showing no less than their name and contact details.

8.2. It is the responsibility of Traders to ensure all edible goods sold on the market are handled, displayed, priced, and sold in accordance with trading standards' requirements and food safety regulations. No livestock to be sold.

8.3. Some types of goods may require refrigeration.

9. Refuse Disposal

9.1. No waste or refuse shall be left at the market. All traders will remove their waste at the end of the trading day. Litter bins provided in the vicinity by the Town Council for use by members of the public should not be used for the disposal of trade waste.

9.2. Traders shall keep their stall(s) and the surrounding area free of trade waste/refuse and litter during trading hours.

9.3. Traders shall not discharge any noxious or foul liquid waste onto the paving or into any drains.

9.4. Traders have a legal duty of care to maintain the health and safety of their employees, other Traders, and visitors to their stall. It is also the sole responsibility of Traders to ensure the safe management of waste in and around their stall, which if not handled properly can cause surfaces to become hazardous for slips, trips, and falls.

10. Prohibited Goods

10.1. Traders shall not bring onto the market any inflammable liquids, gases, fireworks, or similar articles which may cause fire or explosion. The exception being a gas supply for cooking food upon such conditions as the Town Council may direct.

10.2. No goods may be displayed or sold which in the opinion of the Town Council are inappropriate, dangerous or likely to cause offence to other traders or members of the public.

10.3. No goods may be displayed or sold that are counterfeit or in breach of copyright or patent.

10.4. Commercial Traders must ensure that mains-powered electrical goods sold are new items still in their original packaging.

10.5. Sellers of second hand electrical goods are responsible for ensuring the goods meet the legal safety requirements and sellers may be liable to pay compensation if they sell unsafe goods, which then cause injury or damage. If the equipment sold complies with acceptable standard it will normally meet safety requirements.

10.6. Distributors and retailers, including second hand dealers and auctions, must only sell appliances that are correctly fitted with an approved plug, with sleeved neutral and live pins, and the correct fuse.

11. Health and Safety Requirements

11.1. All Traders are required to undertake a risk assessment for their stall annually or as any change to operation occurs. This is to include set up, break down, supplier deliveries as well as trading and should be provided to the Town Council. The Town Clerk reserves the right to refuse trading if the risk assessment is not submitted or if, in their opinion is not fit for purpose.

11.2. The Town Council shall not be liable for damage to any property or for any losses, claims demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Trader or any employee of the Trader or any person or body authorised by the Trader to be within the market area.

11.3. There are significant health and safety risks posed to themselves the public and other traders whilst traders deliver goods and assemble or dismantle stalls. Extra care must be taken when undertaking any of the above.

11.4. Smoking is not permitted by Traders, their employees, and suppliers within or near market stalls in line with 2007 legislation which banned smoking in enclosed/substantially enclosed workplaces and public spaces. Traders should not serve members of the public in any instances whilst smoking.

12. Accidents

12.1. All accidents and "near misses" involving Traders, their staff or members of the public must be reported immediately to the Town Clerk for investigation and entry in Redenhall with Harleston Town Council's Incident report form (IRF). It is the responsibility of Traders to report all notifiable accidents and "near misses" occurring during stall set up and dismantling to the HSE, as required by legislation.

12.2. Traders should ensure their stalls are equipped with a First Aid Kit.

13. Traders' Insurance and Identity Requirements

13.1. All licensed and casual Traders are required to hold and maintain valid insurance cover for third party public and products liability with a limit for claims of not less than £2 million, and employers' liability insurance cover with a limit for claims of not less than £5 million.

13.2. Traders shall provide evidence of insurance cover upon application for a contract to trade, and on the yearly renewal. This data will be kept secure and confidential between the parties.

14. General Conditions

14.1. No child shall be employed upon the market except in accordance with statutory legislation.

14.2. Any sale by auction or personal questionnaire or any stall advertising or promoting a political or religious organisation is expressly forbidden.

14.3. Traders may only extend or change product lines with the agreement of the Town Council (which shall not be unreasonably withheld).

14.4. The Town Council reserves the right to restrict numbers of any particular type of stall, to determine whether the type of goods sold will benefit the market and town as a whole offering a good variety of stalls for residents and visitors.

14.5. The sale of alcohol or alcohol-related products must comply with all relevant legislation and guidance. It is the responsibility of the Trader to ensure they have the correct permissions and licence. The Town Clerk must be informed of intention to sell and the appropriate licence must be produced on request.

15. Behaviour

15.1. Responsibility for adherence to the rules and for behaviour of any person employed or manning a stall remains with the person to whom the licence/permit is allocated.

15.2. Stall holders must ensure that they, or any person working for them, does nothing which, in the opinion of the Town Clerk is a nuisance or annoyance to a member of the public or detrimental to the efficient operation of the market.

15.3. The following codes of conduct are to be adhered to at all times by licence holders and their employees.

- No Swearing
- No arguing or fighting
- No drugs or alcohol
- No children (unless prior arrangement is made on each occasion of attendance with the Town Clerk, please note the safety and welfare of children will be the sole responsibility of the Trader)

15.4. Failure to comply with the rules may result in disciplinary action.

15.5. Traders are expected to present a positive, professional image at the market and behave accordingly.

15.6. Traders are expected to treat customers, fellow traders and others with courtesy at all times. If a Trader's contract is suspended rather than terminated and there is no prescribed penalty, the length of suspension will be decided by the Town Clerk.

16. Complaints

16.1. Complaints should be made in the first instance to the Town Clerk who will seek to resolve and issue a direction. If the complainant is not satisfied with the result the complainant should read the complaints policy which can be found at: www.harleston-tc.gov.uk.

16.2. Complaints will be treated in confidence and all parties notified of the complaint and given the opportunity to respond. The complainant will be required to substantiate same under normal rules of evidence. If complaints are found to be vexatious then disciplinary action will be taken against the complainant.

16.3. Complaints made by a member of the public against any Trader will be notified to him/her in private and the Trader requested to resolve the dispute.

16.4. Any substantiated complaints may result in the removal of a Trader's contract.

16.5. Breaches of rules or regulations will normally be discussed with the Traders concerned as soon as the Town Clerk is aware of any breach. Traders will normally be asked to correct any breaches or comply with any rules in the first instance.

16.6. If a Trader does not comply with a verbal request, or if a further breach occurs on the same day, then a formal written notice will be issued as soon as possible.

16.7. Any written notice issued will remain active for a period of 6 months. If a further written notice is issued during this period, the Trader will be automatically suspended for the next trading day.

16.8. If any Trader incurs two periods of suspension in any period of 12 months, then their contract will be terminated. Traders will be permitted to reapply for a pitch but will be placed at the bottom of any waiting list.

16.9. A Trader who has been suspended from the market or whose contract has been terminated or has been refused permission to transfer their contract to another Trader, may appeal in writing to the Council Chairman within five working days from, but not including, the day the Trader is notified of the decision against which they wish to appeal.

16.10. The Trader is entitled to request a hearing to make representations to explain why the decision against which they wish to appeal should be overturned. Such request must be made at the time of submitting the written appeal.

16.11. The Council Chairman will conduct the hearing of the appeal in person within 28 days of receipt of the written appeal.

16.12. In considering any appeal the Council Chairman will have access to any relevant documentation and may call to give evidence such person, including the Trader in question, as s/he considers appropriate.

16.13. The written decision of the Council Chairman will be sent to the Trader within 14 days of the hearing to the registered address of the Trader, and will include an explanation of the reasons for the decision. There shall be no further appeal from the decision of the Council Chairman.



Redenhall with Harleston Town Council

**Rules and Regulations of a
weekly Wednesday, Saturday and
Speciality Markets**

{DATE} 2023

Adoption Date (Date)
Date for review on or before (Date)

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1.2. The Town Council wants the market to provide an excellent standard of customer service with customers enjoying a positive experience and left wanting to visit again.

1.3. These rules and regulations set out the terms and conditions, standards and obligations which must be adhered to by a Trader granted a contract to trade on the Market Place. (All references made in this document to the 'Market Place' shall, unless otherwise specified, include Exchange Street and its environs.)

2. Speciality Markets

2.1. The Town Council permits the use of the Market Place for 'Specialty Markets' such as Christmas Markets, which must be organised in full consultation with the Town Clerk.

2.2. Any Trader who is granted a contract to trade on the Council's markets must accept and agree unreservedly to abide by these regulations.

2.3. These regulations have been devised in the best interests of the Council, Traders and shoppers and replace any regulations previously issued by the Council. They will be enforced as such and must be read and agreed and will serve as the contract between you and the Council.

2.4. In the event of any conflict of interpretation the contract terms shall take precedence. In the event of any dispute concerning application of these rules and regulations, the decision of the Town Clerk will be final.

2.5. These rules and regulations may be revoked, amended, or supplemented at any time.

2.6. The Town Council will give traders 4 weeks prior notice to any amendments to the rules and regulations.

2.7. The operation of the market is the responsibility of the Town Clerk (and her delegated colleagues) who are entrusted and authorised to apply discretion and judgement in the interpretation of the regulations.

3. Market Trading Regulations and Contract

- 3.1. Traders on the Market are required to comply with the conditions of their contract.
- 3.2. Traders are required to conduct themselves in a manner which does not cause a danger, annoyance, nuisance or impediment to any other persons, traders, neighbouring businesses, or members of the public. This includes the use of threatening or abusive behaviour, foul language, substance abuse or drunkenness whilst attending the market.
- 3.3. Goods that are counterfeit, offensive or dangerous may not be sold on the market.
- 3.4. Trading days for contracted traders are Wednesday and Saturday each week and any additional days the Town Council allows.

4. Hours of Access and Trading

- 4.1. Access for setting-up stalls shall be no earlier than 05:00hrs on the day of the market
- 4.2. All stalls must be occupied by 08:30hrs unless otherwise directed by the Town Clerk. Traders must advise the Council Office or Town Clerk: tel. 01379 854519, email at: enquiries@harleston-tc.gov.uk at least 48 hours prior to the market, where possible, but in any event, prior to the start of the market on any given trading day if they are unable to be present to allow the pitch to be reallocated. The Clerk has the discretion to waive the fee payable for that day in exceptional circumstances.
- 4.3. If the trader fails to occupy the stall by 08.30 hrs on any day, the Town Council may offer the use of the stall for that day casually to another trader.
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- 4.5. Permitted trading hours are 07:00 – 16:00 hrs on each Market trading day or during such times as the Town Council may from time to time determine
- 4.6. Stalls shall be kept clean, tidy, stocked, and attended in accordance with your contract during trading hours.
- 4.7. In the event of temporary absence of the Trader a responsible adult person shall be left in control of the stall.
- 4.8. Whenever possible, Traders will be given prior notice of maintenance and other work on and around the market which could affect their trading activities. The Town Council will not be liable for any direct or consequential loss arising from work affecting the market.

5. Access by Vehicles

- 5.1. Traders shall comply with the permitted access hours and any traffic management directions made by the Town Clerk and her staff; such as an allocated time to enter the market, a position for unloading and a direction of movement and point of entry and exit from the market.
- 5.2. Traders are required to comply with all Traffic Regulation Orders affecting the public highway.

5.3. Whilst on the market all vehicles must be positioned to avoid obstructing other vehicles. All vehicles must be unloaded and loaded without delay and not left unattended with their engine running. Once unloaded or loaded they must be removed from the market without delay.

5.4. Traders and their employees should park in one of the designated Town Centre car parks (Bullock Fair or Broad Street)

6. Terms for Contracted Traders

6.1. Traders are granted a contract to occupy a specific stall or a "pitch" (space for a stall) on specified days of the week in return for a monthly fee.

6.2. The Town Clerk has the discretion to revoke the right to occupy a pitch at any time.

6.3. Casual traders do not benefit from the allocation of a particular pitch. The Town Councils intention is to ensure occupancy of all pitches on the market.

6.4. It may be necessary to relocate pitches from time to time. The Town Council will give Traders as much notice as possible in this event. However, this may be on the market day itself in exceptional circumstances.

6.5. The Trader must not assign, transfer, sub-contract or licence the benefit of this contract to any other person or company.

6.6. The Town Council reserves the right to charge any Trader or their employees the full cost of any damage to property owned by the Council.

7. Payment of Fees

7.1. Traders fees to be paid direct by BACS in advance

7.2. Failure to pay within 10 days of the invoice date may result in termination of contract.

7.3. The fee for the collection of unpaid stall fees or charges on each occasion will be £10.

7.4. If adverse weather conditions or similar prevent trading for part or the whole of the day the Town Clerk has the discretion to close the market.

7.5. An additional fee for use of electricity will be levied.

7.6. The standard daily pitch fee for Wednesday and Saturday Markets are £10 per 3x3m pitch

7.7. All permanent traders attending the market on at least 48 occasions during the trading year (1 January – 31st December) will be granted 2 weeks rent free during December of that year, non-transferable from one year to the next.

7.8. Specialty Markets may hire the whole Market Place for a fee of £100 per day for the market place only and £150 per day for the Market Place and Exchange Street.

8. Size of Pitches

8.1. Standard pitch sizes are as follows 3x3m (£10), 3x6m (£20), 3x9m (£30)

8.2. Stall sizes are as per agreement and agreed in advance with the Council. All rents are calculated per stall as per the schedule of fees set out by Redenhall with Harleston Town Council.

8.3. Any goods which are hung from overhangs must not obstruct public circulation or present any risk of injury to the public or market staff.

8.4. Any electrical supply provision made by the Council shall not be adapted or overloaded and all electrical equipment used by a trader shall be restricted to 230 volts only, earth-bonded and RCD-protected in accordance with current electrical regulations requirements. 230v electric cables shall be SWAC- armoured and all cables shall be enclosed in cable protectors. Generators are only permitted with the express permission of the Town Council. All portable electrical appliance should have an up to date Portable Appliance Test (PAT) certificate

8.5. Traders are required to provide cable mats (at their own expense), to ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected.

8.6. All traders using liquid petroleum gas (LPG) must conform to LPG Code of Practice 24 and have the current annual Gas Safety Inspection certificate onsite.

8.7. Suitable hazard signage must be displayed so as to comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.

8.8. Traders must exercise due care and attention of the stall frame, the canopy, awning, and electricity supply at all times.

9. Sale of Fresh Food

9.1. All Traders of foodstuffs shall display their name and address in a prominent position on the stall. All other traders shall display a prominent sign showing no less than their name and contact details.

9.2. It is the responsibility of Traders to ensure all edible goods sold on the market are handled, displayed, priced, and sold in accordance with trading standards' requirements and food safety regulations. No livestock to be sold.

9.3. Some types of goods may require refrigeration.

10. Refuse Disposal

10.1. No waste or refuse shall be left at the market. All traders will remove their waste at the end of the trading day. Litter bins provided in the vicinity by the Town Council for use by members of the public should not be used for the disposal of trade waste.

10.2. Traders shall keep their stall(s) and the surrounding area free of trade waste/refuse and litter during trading hours.

10.3. Traders shall not discharge any noxious or foul liquid waste onto the paving or into any drains.

10.4. Traders have a legal duty of care to maintain the health and safety of their employees, other Traders, and visitors to their stall. It is also the sole responsibility of Traders to ensure

the safe management of waste in and around their stall, which if not handled properly can cause surfaces to become hazardous for slips, trips, and falls.

11. Prohibited Goods

11.1. Traders shall not bring onto the market any inflammable liquids, gases, fireworks, or similar articles which may cause fire or explosion. The exception being a gas supply for cooking food upon such conditions as the Town Council may direct.

11.2. No goods may be displayed or sold which in the opinion of the Town Council are inappropriate, dangerous or likely to cause offence to other traders or members of the public.

11.3. No goods may be displayed or sold that are counterfeit or in breach of copyright or patent.

11.4. Commercial Traders must ensure that mains-powered electrical goods sold are new items still in their original packaging.

11.5. Sellers of second hand electrical goods are responsible for ensuring the goods meet the legal safety requirements and sellers may be liable to pay compensation if they sell unsafe goods, which then cause injury or damage. If the equipment sold complies with acceptable standard it will normally meet safety requirements.

11.6. Distributors and retailers, including second hand dealers and auctions, must only sell appliances that are correctly fitted with an approved plug, with sleeved neutral and live pins, and the correct fuse.

12. Health and Safety Requirements

12.1. All Traders are required to undertake a risk assessment for their stall annually or as any change to operation occurs. This is to include set up, break down, supplier deliveries as well as trading and should be provided to the Town Council. The Town Clerk reserves the right to refuse trading if the risk assessment is not submitted or if, in their opinion is not fit for purpose.

12.2. The Town Council shall not be liable for damage to any property or for any losses, claims demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Trader or any employee of the Trader or any person or body authorised by the Trader to be within the market area.

12.3. There are significant health and safety risks posed to themselves the public and other traders whilst traders deliver goods and assemble or dismantle stalls. Extra care must be taken when undertaking any of the above.

12.4. Smoking is not permitted by Traders, their employees, and suppliers within or near market stalls in line with 2007 legislation which banned smoking in enclosed/substantially enclosed workplaces and public spaces. Traders should not serve members of the public in any instances whilst smoking.

13. Accidents

13.1. All accidents and "near misses" involving Traders, their staff or members of the public must be reported immediately to the Town Clerk for investigation and entry in Redenhall with

Harleston Town Council's Incident report form (IRF). It is the responsibility of Traders to report all notifiable accidents and "near misses" occurring during stall set up and dismantling to the HSE, as required by legislation.

13.2. Traders should ensure their stalls are equipped with a First Aid Kit.

14. Traders' Insurance and Identity Requirements

14.1. All licensed and casual Traders are required to hold and maintain valid insurance cover for third party public and products liability with a limit for claims of not less than £2 million, and employers' liability insurance cover with a limit for claims of not less than £5 million.

14.2. Traders shall provide evidence of insurance cover upon application for a contract to trade, and on the yearly renewal. This data will be kept secure and confidential between the parties.

15. General Conditions

15.1. No child shall be employed upon the market except in accordance with statutory legislation.

15.2. Any sale by auction or personal questionnaire or any stall advertising or promoting a political or religious organisation is expressly forbidden.

15.3. Traders may only extend or change product lines with the agreement of the Town Council (which shall not be unreasonably withheld).

15.4. The Town Council reserves the right to restrict numbers of any particular type of stall, to determine whether the type of goods sold will benefit the market and town as a whole offering a good variety of stalls for residents and visitors.

15.5. The sale of alcohol or alcohol-related products must comply with all relevant legislation and guidance. It is the responsibility of the Trader to ensure they have the correct permissions and licence. The Town Clerk must be informed of intention to sell and the appropriate licence must be produced on request.

16. Behaviour

16.1. Responsibility for adherence to the rules and for behaviour of any person employed or manning a stall remains with the person to whom the licence/permit is allocated.

16.2. Stall holders must ensure that they, or any person working for them, does nothing which, in the opinion of the Town Clerk is a nuisance or annoyance to a member of the public or detrimental to the efficient operation of the market.

16.3. The following codes of conduct are to be adhered to at all times by licence holders and their employees.

- No Swearing
- No arguing or fighting
- No drugs or alcohol

- No children (unless prior arrangement is made on each occasion of attendance with the Town Clerk, please note the safety and welfare of children will be the sole responsibility of the Trader)

16.4. Failure to comply with the rules may result in disciplinary action.

16.5. Traders are expected to present a positive, professional image at the market and behave accordingly.

16.6. Traders are expected to treat customers, fellow traders and others with courtesy at all times. If a Trader's contract is suspended rather than terminated and there is no prescribed penalty, the length of suspension will be decided by the Town Clerk.

17. Complaints

17.1. Complaints should be made in the first instance to the Town Clerk who will seek to resolve and issue a direction. If the complainant is not satisfied with the result the complainant should read the complaints policy which can be found at: www.harleston-tc.gov.uk.

17.2. Complaints will be treated in confidence and all parties notified of the complaint and given the opportunity to respond. The complainant will be required to substantiate same under normal rules of evidence. If complaints are found to be vexatious then disciplinary action will be taken against the complainant.

17.3. Complaints made by a member of the public against any Trader will be notified to him/her in private and the Trader requested to resolve the dispute.

17.4. Any substantiated complaints may result in the removal of a Trader's contract.

17.5. Breaches of rules or regulations will normally be discussed with the Traders concerned as soon as the Town Clerk is aware of any breach. Traders will normally be asked to correct any breaches or comply with any rules in the first instance.

17.6. If a Trader does not comply with a verbal request, or if a further breach occurs on the same day, then a formal written notice will be issued as soon as possible.

17.7. Any written notice issued will remain active for a period of 6 months. If a further written notice is issued during this period, the Trader will be automatically suspended for the next trading day.

17.8. If any Trader incurs two periods of suspension in any period of 12 months, then their contract will be terminated. Traders will be permitted to reapply for a pitch but will be placed at the bottom of any waiting list.

17.9. A Trader who has been suspended from the market or whose contract has been terminated or has been refused permission to transfer their contract to another Trader, may appeal in writing to the Council Chairman within five working days from, but not including, the day the Trader is notified of the decision against which they wish to appeal.

17.10. The Trader is entitled to request a hearing to make representations to explain why the decision against which they wish to appeal should be overturned. Such request must be made at the time of submitting the written appeal.

17.11. The Council Chairman will conduct the hearing of the appeal in person within 28 days of receipt of the written appeal.

17.12. In considering any appeal the Council Chairman will have access to any relevant documentation and may call to give evidence such person, including the Trader in question, as s/he considers appropriate.

17.13. The written decision of the Council Chairman will be sent to the Trader within 14 days of the hearing to the registered address of the Trader, and will include an explanation of the reasons for the decision. There shall be no further appeal from the decision of the Council Chairman.