

## **Cabinet – 28 October 2015**

### **Managing Walsall's Markets**

**Portfolio:** Councillor A Andrew, Economy Infrastructure and Development

**Service:** Economy and Environment: Development and Delivery

**Wards:** Markets located in Bloxwich West, Willenhall South and St Matthews, but of Borough-wide interest.

**Key decision:** No

**Forward plan:** No

#### **1. Summary**

- 1.1 This report outlines the detail and rationale for, and seeks approval to, the introduction of a new comprehensive Market Policy and revised licence agreement to improve the management of the operational activities of the three outdoor markets run by the Council in Bloxwich, Willenhall and Walsall town centres.
- 1.2 This proposals will help improve the appearance, performance and general quality of the three markets and provide clear and fair guidelines and market conditions to market traders and the Markets Service.

#### **2. Recommendations**

- 2.1 That Cabinet approve the new Market Policy and licence agreement to deliver the operational activities of Walsall's markets, as set out in **Appendix A** and delegate authority to the Executive Director of Economy and Environment in consultation with the Portfolio holder to agree a timetable for implementation. A copy of the full appendix has been sent to Cabinet members and a copy deposited in the political group rooms. It can also be found on the Council's Committee Management Information System (CMIS) webpage.
- 2.2 That Cabinet delegate authority to the Executive Director of Economy and Environment in consultation with the Portfolio Holder to make minor amendments to the Market Policy and licence agreement once adopted.

#### **3. Report detail**

- 3.1 Walsall Council owns and operates three outdoor markets and are each an integral part of our heritage and culture. The markets add value and contribute to the economic vitality and viability of the town and district centres whilst providing a wide range of commodities and a diverse range of quality but affordable fresh



produce adding value to the existing shopping experience for residents and visitors to each area.

- 3.2 In 2014/15, the three markets generated a revenue made up from market trader fees for market stalls and storage facilities from regular and casual market traders. The revenue is lower than previous years due in particular external economic events and the impact of emerging developments in Walsall town centre, which have required the relocation of stalls and resulted in a reduction in stalls and a reduction in some fees charged whose stalls have been relocated to less favourable locations.
- 3.3 The existing policies and procedures that are currently in force to manage the markets have not been reviewed for some years and the absence of such conditions has contributed to the markets looking unsightly together with an inability to manage them with a consistent approach. It is acknowledged, however, that the management of markets is complex and it is therefore now appropriate to codify processes and procedures into one Market Policy shown in **Appendix A**. The licence has also been updated to reflect the conditions within the Market Policy.
- 3.4 The Council wishes to ensure that the markets can continue to fulfil customer expectations and play an even greater role in increasing the attractiveness, quality and variety of the town and district centres offer. The 'Portas Review' together with the Association of Town Centre Management's 'manifesto for town and city centres 2014' recommendations to support local markets and make it easier for new businesses to trade at local markets has informed and helped shape the Market Policy. The Market Policy will therefore underpin the markets' longer term viability by helping to address performance particularly in the context of reducing revenues, and give the Markets Service the ability to manage stalls more effectively. Such changes will be of benefit to market traders, their customers and neighbouring retailers and businesses and will add value to the existing retail offer.
- 3.5 The Policy forms part of a larger review of the Markets Service which includes a service redesign and the modernisation of the existing paper and manual computer based systems. The implementation of these changes makes better use of the digital technology available and allows the Market Service to proactively integrate with other services within the Council.
- 3.6 The Market Policy complies with the European Services Directive which came into effect in 2009. It regulates and stipulates provisions in relation to the freedom to trade and therefore has a direct impact on the granting of licences to trade from market stalls. Advice has been sought from Counsel and the Market Policy and licence now reflects the recommendations provided to us. The principal changes within the Policy are:-
- The implementation of a Stall Allocation Procedure and Enforcement Procedure



- Regulations that allows casual traders to trade on the markets freely and without unlawful constraints
- Increased fees casual market traders
- Amendments to sickness and holiday entitlement

The Market Policy sets out clearly ways in which to become a trader together with fair and coherent conditions around the Council's expectations of market traders and the service provision the Council will provide in return.

- 3.7 **Consultation:** The Market Policy and licence agreement has been advised by Counsel and consulted on with the Market Traders Association for Walsall market and through consultation events with the traders at Willenhall and Bloxwich.
- 3.8 Market traders were each given a copy of the Policy and invited to attend one or all consultation events held at The Crossing at St. Pauls, Willenhall library and Bloxwich library. The full response to market traders is attached as **Appendix B** but in summary the following key comments were made by traders:-
- Traders requested the holiday period to be between 4 and 8 weeks
  - Traders queried whether casual trader fees could be increased by £20 - £30 per trading day
  - Traders commented that the management of the markets needed to be improved
  - Grandfather rights should be clearer in the Policy
- 3.9 The comments received through the consultation process have been considered and, where proposals have been acceptable and reasonable, amendment has been made to the Policy to incorporate them. The final approved Policy will be provided to each market trader. The impact of the Policy will be regularly monitored and any changes considered necessary will be implemented, if minor through the proposed delegated authority to the Deputy Leader and the Executive Director.
- 3.10 Whilst there are a number of conditions set out in existing licence agreements there is no one place where information can be sourced by market traders, the public and market staff. Therefore the Market Policy aims to centralise market conditions and guidelines relating to all three markets and support the new market for Walsall town centre from outset.
- 3.11 On 6 March 2015, planning permission was granted for the creation of a new Walsall Town Centre Market at a permanent location on and around The Bridge, including associated public realm works to be carried out as a phased development. The introduction of this Policy now will underpin the management of the new market and provide market traders with the stability of a fair and transparent management model.

#### 4. Council priorities



- 4.1 The Council has committed to focus on five priorities in the Corporate Plan which includes supporting businesses to thrive. The improvements to the management of the markets will continue to support small businesses growth and add value to the vitality of Bloxwich, Willenhall and Walsall town centres.
- 4.2 The introduction of a formal Market Policy meets the following objectives as set out in the Marmot Review:
- Supporting business to thrive and supporting local people into work
  - Improving Health and well being, including independence for older people
  - Creating Safe, Sustainable and Inclusive Communities

## **5. Risk management**

- 5.1 The Market Policy, once adopted, will be implemented across all three market sites currently operated by the Council. However, consultation with market traders has been carried out and comments where possible have been reflected in the Policy. Extensive benchmarking against other market policies across the country has also taken place. In addition, guidance has been provided by Counsel around the strength of the Policy and Licences with particular emphasis being on ensuring the documents are robust, clear, fair and unambiguous. Counsel has also provided guidance around meeting the regulations within the European Services Directive 2009 and the Provision of Services Regulations 2009 within these documents.
- 5.2 Where market traders fail to adhere to the new conditions the enforcement procedure set out within the Market Policy will be enabled. There is a risk that income levels could fall if various market traders fail to adhere to the conditions and as a result licence agreements are terminated. However, this will inevitably lead to a fairer market place and a better place to work, trade, live and shop.
- 5.3 There are no trading associations that can be utilised as a vehicle for formal consultation with those trading at Bloxwich and Willenhall. To mitigate this risk we have carried out a number of consultation meetings with traders at Willenhall library on 26 August and Bloxwich library on 3 September 2015.
- 5.4 There is a risk that income levels could fall if casual traders find the new fees too high or if the regular traders do not like the new conditions.

## **6. Financial implications**

- 6.1 The introduction of the Market Policy is expected to have a positive effect on market income as the markets' reputation for first class management and customer care improves. In addition, income may rise due to the increase in fees for casual traders.
- 6.2 The cost of printing the Market Policy together with its distribution to market traders will be met from existing budgets.



## **7. Legal implications**

- 7.1 The introduction of the Market Policy and licence agreement within **Appendix A** of this report will require each trader across all three markets to sign a new licence agreement and registration form.
- 7.2 The legal status of the markets will not change as a result of the introduction of the Market Policy and licence agreement. However, the management of the markets will improve as a result of these documents being introduced into the Market Service and will ensure that the Council is operating in line with the European Services Directive 2009.
- 7.3 The advice and guidance provided by Counsel on the Market Policy and licence agreements has added legal weighting to the robustness of the documents enabling the Executive Director and Portfolio Holder to use their delegated powers confidently.

## **8. Property implications**

- 8.1 The markets are already operated on Council owned land and no additional implications for Council property have been identified.

## **9. Health and wellbeing implications**

- 9.1 Improvement to the operational delivery of the markets will lift the visual appearance of the market sites together with improvements in the quality of goods available, in particular fresh produce, to the public which will have a positive impact on the health and well being of local people.

## **10. Staffing implications**

- 10.1 The introduction of the Market Policy together with those changes stated in 3.7 above will support the smooth delivery of the Market Service. In addition, the market service has been redesigned to enable the conditions within the Policy to be regulated and enforced sufficiently. The market staff have been part of the consultation process and have contributed to the Market Policy.

## **11. Equality implications**

- 11.1 In line with equality legislation the policy requires that in all circumstances Market Staff, Market Traders, their Named Persons and their employees must avoid discrimination, harassment and victimisation and make reasonable adjustments for disabled people. This obligation pervades through all aspects of the markets service and the way the Markets are operated and run.
- 11.2 There are no direct equality implications arising from the policy and therefore does not require an EqIA.



## 12. Consultation

- 12.1 Members of Walsall Town Centre's Market Trader Association have been consulted, along with market traders from Bloxwich and Willenhall markets. The Policy has also undergone an internal consultation.

### Background papers

The Portas Review 2011

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/6292/2081646.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/6292/2081646.pdf)

Walsall UDP 2005 – “saved” policies

*Adopted Core Strategy and “Marked Version” of UDP are available on Council website:*

[http://www.walsall.gov.uk/index/environment/planning/local\\_development\\_framework/ldf\\_core\\_strategy.htm](http://www.walsall.gov.uk/index/environment/planning/local_development_framework/ldf_core_strategy.htm)

The manifesto for town and city centres 2014 – ATCM

[https://www.atcm.org/blog/policy\\_documents\\_2014/manifesto](https://www.atcm.org/blog/policy_documents_2014/manifesto)

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Simon Neilson  
Executive Director

9 October 2015



Councillor A Andrew  
Deputy Leader & portfolio holder  
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9 October 2015





# **Market Policy**



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## **1. Definition of Groups**

In this Policy the following shall have the meanings:

NABMA:	means the National Association of British Market Authorities
NMTF:	means National Market Traders Federation
MTA:	means Walsall Town Centre Market Traders Association

## **2. Introduction**

Walsall Council owns and operates three outdoor markets which have been in existence for hundreds of years and are each an integral part of our heritage and culture. These markets provide a wide range of commodities and a diverse range of quality but affordable fresh produce adding value to the existing shopping experience for residents and visitors to the area.

All three markets are operated by the Council under Charter. The management of the markets is subject to statutory regulation, including under the Walsall Corporation Act 1969, and by the Council's Constitution. The Council has the authority to prohibit any other market operating within six and two thirds of a mile of any Council run market.

## **3. Market Definition**

Walsall Council operates its markets and fairs under a franchise right, granted by Royal Charter. The Council has the sole and exclusive right to hold markets and fairs within the Borough.

For the purposes of this Policy, the term "Market" includes each of the markets held, in the open air, at the Council's Trading Sites.

## **4. Trading at Walsall Markets**

- a. Trading Sites: Walsall Council currently operates the following markets:-

Walsall Market The Bridge, Bradford Street, Market Square, Lower Park Street Walsall Town Centre	Bloxwich Market Market Square Bloxwich District Centre	Willenhall Market Market Place Willenhall District Centre
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- b. Trading Days: The term "Trading Days" refers to the days that each market is held. The current Trading Days for each market are shown in Appendix A. Those days where the markets are not held are referred to as Non-Trading Days. The Council will continue to review the success of each Trading Day and may alter, change, add or remove Trading Days in order to keep the markets viable and attractive. Consultation will take place with Traders at Walsall Borough Markets and thereafter



market Traders will be given three months notice of any changes to existing Trading Days.

- c. Additional Trading Days: From time to time the Council may introduce one-off market Trading Days or fairs where it is felt that such markets or fairs will add value to seasonal events or festivals and it is anticipated that Traders will benefit from the additional activity. These are referred to as Additional Trading Days. Licence fees for Additional Trading Days will reflect the risks involved around popularity of such one-off events. In order to seek to make Additional Trading Days successful early notice will be given to Market Traders. Traders wishing to attend such days will be expected to pay the relevant licence fees in advance.
- d. Market Closure Days: On occasion there will be Trading Days which fall on Bank Holidays and which occur during festive times including Christmas and Easter. Those days are referred to as Market Closure Days. In addition, days when the Council offices are closed or when Council staff are short in number or on strike may be classed as Market Closure Days. Licence fees will not be payable on Market Closure Days and where licence fees are paid in advance they will be refunded.
- e. Trading Hours: The normal hours of trading are:-

Walsall Market 8.30am to 5.00pm	Bloxwich Market 9.00am to 4.00pm	Willenhall Market 9.00am to 4.00pm
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Traders must adhere to these trading hours and these will only be subject to change under the following exceptional circumstances:-

- i. **Severe Weather** – The closure or partial closure of Walsall Markets will be dependent upon the severity of the weather and the consequent potential risk to the health and safety of customers, Market Traders and markets staff including whether such risk(s) are extreme enough to predict that a serious accident could occur.

Liaison with emergency planning will determine whether other services are being impacted, particularly transport and emergency services and will influence the decision to close the market to reduce further risk to such services.

During severe weather the Council will endeavour to communicate with Traders through social media, the Council's website, local radio, answer phone messaging and text messages. However, it is the responsibility of market Traders to listen to weather warnings and to contact the Council's Markets Service for updated information.

Please refer to Appendix B for further details around the assessment process for market closures.

- ii. **Risk to the Public/Traders** - Where an incident occurs that arises from a single event or a series of events that necessitates an evacuation of the



market area or the relevant towns or where such incident occurs that could be considered a threat to Market Traders and their customers, the Council may take the decision to close the market.

Where the Council takes a decision to close a market for more than 2 hours on any given Trading Day it will be classed as a Market Closure Day and licence fees will not be incurred for that day.

- f. Barrowing Off Market Sites: The times after which Market Traders may commence removing stock from stalls by hand and after which vehicles are permitted into the markets are:

Walsall Market Barrow off from 3.30pm Vehicles permitted onto market after 5.00pm	Bloxwich Market Barrow off from 3.30pm Vehicles permitted onto market after 4.00pm	Willenhall Market Barrow off from 3.30pm Vehicles permitted onto market after 4.00pm
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## 5. Becoming a Trader

- a. Trader Registration: There are two categories of Traders; regular and casual Traders and both are **required** to provide the following for inspection before trade can commence:-

Public Liability Insurance Certificate at a minimum value of £5,000,000

Photo Identification e.g., passport or driving licence

Proof of address e.g., utility bill or bank statement

Employers Liability Insurance at a minimum value of £10,000.000 (if applicable)

A minimum Food Hygiene Rating of 3. If handling open food, food hygiene training to a minimum level CIEH Level 2 Award in Food Safety in Catering.

Completed registration form (Appendix C)

Regular Traders are required to provide the above on initial registration and when any changes occur to the original documentation including renewal certificates and changes with regard to staff. It is in the Traders' interest to provide updated personal information to the Council's Market Service to ensure that communication can be maintained.

New Casual Traders are required to provide the above on each or any registration. Casual Traders who have already registered with the Council do not need to update the registration form unless any changes are required to be made. In any event, all documentation will be renewed on an annual basis.

No market stall or pitch will be allocated to a Trader until the above information is provided in full.

Regular licences to trade from a market stall are issued to the applicant only and are personal to that individual. Licences cannot be transferred, assigned, given or sold to any other person. When Traders complete registration forms they will be asked to name an employee, in addition to the Trader him/herself, who may operate the stall



on the Trader's behalf (referred to in this Policy as "Named Person"). The Named Person acts on behalf of the Trader and the Trader remains liable for compliance with the Licence and its obligations. The Named Person may operate the stall on behalf of the Trader without the Trader present. In this circumstance the Regular Trader must provide Employer's Liability Insurance to a value of £10m before the Named Person can act on behalf of the Trader. The Named Person must also provide proof of identification together with their National Insurance number. Traders are not entitled to allow other family members, friends or other persons to trade from their stalls unless they have been named the registration form. In doing so may lead to the implementation of the Enforcement Procedure.

Licences issued to a limited company will only permit the named Director to trade from the stall and any Named Person.

Traders are permitted to have employees on their stalls, provided that the Trader or their Named Person is also present.

- b. Grandfather Provisions: When a Trader dies the Licence automatically expires. However, the Council will automatically accept a licence application from a husband, wife, civil partner, child, brother or sister who traded regularly with the deceased provided that the applicant has not had a licence revoked under the Enforcement Procedure. A new application must be made for the continued use of a stall. If application is made by a Named Person for the purposes of carrying on the Trader's business, those factors will amount to material considerations in the grant of a new Licence. In determining the application, the Council will also consider the behaviour of the Trader and length of time the business operated from Walsall Markets.

Where a limited company holds a licence and its named Director dies, the licence to the limited company will continue but the details of a new named Director must be provided to the Council prior to continued trading. Where a limited company ceases to exist the Licence will automatically expire.

- c. Line of Goods: Prior to trading all Traders must complete a registration form and state the line of goods for sale. Traders may not expand their line of goods without first re-applying through a goods Expression of Interest form (Appendix D) which will be reviewed as set out within the stall allocation process. Details of the stall allocation process are set out in section 10 entitled 'Stall Allocation'.

The sale of any line of goods which is not permitted by the Trader's licence may result in the implementation of the Enforcement Procedure set out within this Policy. If upon receipt of a goods Expression of Interest form a line of goods is declined by the Council due to over-provision of the line of goods, Market Traders may request to be included on the Stall Waiting List and if circumstances change the Trader may be contacted by the Council to discuss trading with such line of goods.

- d. Prohibited Goods: The Council will not permit the sale of any illegal, dangerous or inappropriate goods or goods deemed to be a danger to the public on any of the markets. In addition the Council keeps a list of goods which it will not permit to be traded or kept within its markets. The list is available at Appendix E.



- e. Regular Traders: Regular Traders will enter into a 12 month licence agreement at the end of which the Licence will expire and be renewed by way of a new application to continued trading. During the 12 month licence period notice by either party to terminate is upon giving 28 calendar days in writing to the Council's Markets Service and/or Trader's contact address, as appropriate, unless the Enforcement Procedure applies. Traders are entitled to serve notice on a regular licence and thereafter apply to trade on a casual basis if they wish.
- f. Casual Traders: Where a vacant stall is available and the line of goods proposed by the Trader is acceptable to the Council, having regard for its Stall Allocation Process (set out in section 10 ), Casual Traders can apply for a daily licence and must adhere to the conditions set out within this Policy. Casual Traders **cannot** book a stall in advance and must attend at Walsall Market at 7.15am on the relevant Trading Day, and/or at Willenhall at 7.30am and Bloxwich at 8.30am on the relevant Trading Day where a market officer will be in attendance. Casual Traders are not guaranteed a stall and whilst such Traders may desire a specific vacant stall or pitch such stalls will be allocated via the Stall Allocation Process within this Policy. In addition to the conditions within this Policy which apply to all Traders, the following conditions apply to Casual Traders:-

Walsall Market: The resource and administrative costs to manage Casual Traders are higher than that for regular Traders and as such a higher licence fee is payable for Casual Traders than for Regular Traders. However, on Walsall Market, Casual Traders will benefit from a reduced licence fee for a maximum of **four** individual Trading Days as a trial period. After a Casual Trader has received four individual casual licences, he/she may continue to apply for casual licences at the full casual licence fee or may choose to apply for a regular licence to permit trading for a period of 12 months.

Bloxwich and Willenhall Markets: The resource and administrative costs to manage Casual Traders are higher than that for Regular Traders and as such a higher licence fee is payable for Casual Traders than for Regular Traders. However, Casual Traders will benefit from a reduced licence fee to trade from Bloxwich Market or Willenhall Market for a maximum of **six** individual Trading Days as a trial period. After a Casual Trader has received six individual casual licences, he/she may continue to apply for casual licences at the regular licence fee or may apply for a regular licence to permit trading for a period of 12 months.

The reduced licence fee is applicable to one market only. As such a Casual Trader who has elected to receive reduced licence fee Trading Days at Walsall Market shall not be entitled to receive reduced licence fee Trading Days at Bloxwich Market or at Willenhall Market in addition. Similarly, Casual Traders who elect to receive reduced licence fee Trading Days at Bloxwich Market or at Willenhall Market shall not be entitled to receive reduced licence fee Trading Days at Walsall Market.

Casual traders must manage their stall(s) / pitches at all times and cannot allocate the management of such to a Named Person.

A copy of the Licence Agreements are attached as Appendix F



g. Trader Details: The name and telephone number or email address of every Trader must be clearly and legibly displayed in a prominent position with the Market Stall / Pitch.

## **6. Licence Fees**

- a. Licence Fees: Fees differ with location of stalls and pitches at each market site and may vary on different trading days. Market Traders will be provided with 28 calendar days' notice of any changes to licence fees. Current licence fees are shown in Appendix A and can be found on the Council's web pages where fees may be updated from time to time.
- b. Collection of Regular Trader Licence Fees: Regular Trader licence fees are payable on a daily basis and all fees must be paid on time in full unless other arrangements have been made with the Council (see 6d below) A receipt will be provided to the Trader.
- c. Collection of Casual Trader Licence Fees: Casual Trader licence fees are payable on a daily basis and all fees must be paid on time in full. A receipt will be provided to the Trader.
- d. Payment Methods: Regular Traders can pay licence fees in cash on a daily basis or weekly/monthly in advance by arrangement with the Council. Currently, only cash payments will be accepted from Casual Traders.

The Council reserves the right to review payment methods and introduce new systems in order to improve service delivery.

- e. Licence Fee Review: Within the Council's Constitution the Executive Director for Economy and Environment and Portfolio Holder has the delegated authority to change the rate of fees from time to time. Licence fees are reviewed on an annual basis in January in any given year and any changes are based on current year fee income levels; running costs; the economic viability of the town centres and competitiveness with other regional markets. Any changes in fees resulting from the annual review are effective from April in any given year.
- f. Casual Trader Reduced Initial Fees: As set out in section 5 of this Policy, the Council welcomes Casual Traders and offers an introductory reduced licence fee to enable Casual Traders to trade from Walsall Market for up to a maximum of four Trading Days or six Trading Days from either Bloxwich or Willenhall. After such time normal Casual Trader licence fees are payable. Alternatively, Casual Traders may wish to apply for a regular licence via the Stall Waiting List process. Casual licence fees are shown in Appendix A
- g. Reduced Fees: The Council endeavours to provide stalls, fixtures and fittings that are fit for purpose and regularly maintained. However, in circumstances where this is not possible, for example due to criminal damage, rendering a stall unfit for trading purposes, the Trader affected will be offered an alternative stall (if available). In addition, the Council may reduce and alter licence fees where there are other



external circumstances that have a negative or positive impact on the markets, including but not limited to the temporary move of some or all market stalls.

- h. Kipper Period: During the calendar month of January the Council may, at its discretion, provide reduced fees to Regular Traders in recognition that trade during this month has historically declined. Market Traders will be notified of any such reduction in fees during the month of December in any given year. Traders that are already in receipt of Reduced Fees are exempt from this reduction in fees.
- i. Licence Fee Arrears: All Regular Traders licence fees are payable on the day of trading or weekly/monthly in advance if previously agreed. Any outstanding fees resulting from absence on a Trading Day must be paid in full on the first day of return to the market. The council will not tolerate fee arrears and will implement the Enforcement Procedure where licence fees are in arrears. Traders in arrears will not be permitted to trade from any of the Markets and the Council will take all necessary legal action to recover any arrears and any associated costs incurred.
- j. Unauthorised Absence Subject to those exceptions set out in Section 8 paragraph 'Approved Absence' of this Policy, licence fees are payable by a Regular Trader whether the Trader is in attendance on each Market Day permitted in his/her licence or not. Any outstanding licence fees arising due to absence must be paid in full on the first day of return to the market. Failure to pay such outstanding fees on the first day of return to the market will give rise to Licence Fee Arrears and may result in the implementation of the Enforcement Procedure.

Regular Traders who arrive at the market on a Trading Day after 8.00am may be allocated a different stall to that which they have traded from previously as their regular stall may have been allocated to a Casual Trader. The licence fee payable in such circumstances will not be reduced but may increase depending upon the site of the interim stall.

## **7. Access to Market Sites**

- a. Vehicular Management: Market Traders along with other businesses within the town centres are obliged to adhere to existing traffic regulation orders to ensure public safety is maintained throughout trading periods.

As set out in Section 4 of this Policy, Walsall Market Traders may access the Market site for the purposes of loading and unloading their vehicles before 9.00am and after 5.00pm on any Trading Day. Bloxwich and Willenhall market Traders may access the Market sites for the purposes of loading and unloading their vehicles before 9.00am and after 4.00pm on any Trading Day:

Walsall Market Barrow off from 3.30pm Vehicles permitted onto market after 5.00pm Traders must vacate	Bloxwich Market Barrow off from 3.30pm Vehicles permitted onto market after 4.00pm Traders must vacate	Willenhall Market Barrow off from 3.30pm Vehicles permitted onto market after 4.00pm Traders must vacate
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market site by 6.30pm	market site by 5.30pm	market site by 5.30pm
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Any vehicles used for loading and unloading purposes must not restrict access through the Market site or cause obstruction for other users of the centres.

Any Trader who fails to abide by these regulations and conditions may be disciplined under the Enforcement Procedure set out within this Policy.

- b. Car Parking: Car parking provision is not provided for Market Traders and it is the Traders' responsibility to park responsibly and safely. There are no fees payable on council run car parks in the district centres although Traders must adhere to car parking regulations and time restrictions. Parking permits are available for purchase on long stay car parks in Walsall Town Centre. Please refer to Appendix N for contact details.

## 8. Trader Attendance

- a. Daily Stall Attendance: Traders must be present at the stall or pitch throughout the Trading Day and provide relevant cover for comfort breaks as appropriate but not exceeding 30 minutes. Any Trader who fails to man their stall or pitch either themselves or with a Named Person may be disciplined under the Enforcement Procedure.
- b. Unauthorised Absence: Unauthorised Absence occurs where a Regular Trader fails to attend on a Market Day and/or where a Regular Trader arrives on a Market Day after 8.00a.m. Where an Unauthorised Absence occurs the Council may implement the Enforcement Procedure. During any periods of Unauthorised Absence, the Market Service may allocate the stall(s) to Casual Traders or to other Regular Traders. Fees will continue to accrue during absences until return (or termination of the licence) and all outstanding fees must be paid in full on the next day of attendance (or on termination of the licence whichever is the earlier). Failure to pay outstanding debts will result in the implementation of the Enforcement Procedure and/or may lead to proceedings being brought to recover the debt. Where a licence has been terminated for Unauthorised Absence outstanding licence fees will be collected in accordance with the Enforcement Procedure
- c. Approved Absence: The Council recognises that there are circumstances where Regular Traders and their Named Persons are unable to attend their stall / pitch and as such the following are classified as Approved Absences:-

**i. Regular Trader Holiday Quota:** For each Trading Day per calendar week that a Regular Trader trades from a Walsall Market, the Trader will be entitled to 4 days holiday per annum, up to a maximum of 16 days in total per annum, for example:

- Where a Regular Trader trades from a Walsall Market on Mondays only, the Trader will be entitled to 1 Trading Days x 4 days holiday, making a total of 4 days holiday for that 12 month licence period



- Where a Regular Trader trades from a Walsall Market on Mondays Wednesdays and Saturdays, the Trader will be entitled to 3 Trading Days x 4 days holiday, making a total of 12 days holiday for that 12 month licence period
- Where a Regular Trader trades from a Walsall Market on Mondays Tuesdays Wednesdays Thursdays Fridays and Saturdays, the Trader will be entitled to the maximum 4 Trading Days x 4 days holiday, making a total of 16 days holiday for that 12 month licence period

Where Regular Traders enter into a new licence after the 12 month period a new holiday quota will apply. Any remaining holiday cannot be carried over to a new licence period. Similarly no recompense is given if the Trader chooses not to take all holiday entitlement. Traders must provide 7 days notice of any intended holiday to the Council's Market Service to qualify as an Approved Absence. Whenever a Trader takes a day of Holiday Quota he / she will not be permitted to trade from Walsall Markets on that day(s).

- ii **Sickness Absence:** There will be occasions where Regular Traders are sick and unable to attend on a Trading Day. In those circumstances, the Trader should arrange for a Named Person to man the stall for the Trading Day. (Note the Council will work with a Trader where an additional Named Person is needed although this will require the provision of identification documentation for the additional person.) The Council reserves the right to review absences on an individual basis. Where the Regular Trader is not able to provide an alternative person to man the stall, the Trading Day may be taken as Holiday if the Trader's Holiday Quota has not been used. Failing that full fees remain due for the Trader's Regular Stall for that Trading Day. Outstanding fees must be paid in full on the first day of return to the market. Failure to pay will give rise to Licence Fee Arrears and may result in the implementation of the Enforcement Procedure. Traders cannot be absent due to illness from their stall for more than 30 days in any 12 month period.

## 9. Trader Conduct

- a. Disorderly Behaviour: Traders will conduct their business in an orderly manner and show respect to fellow Traders, council staff, contractors working on the Council's behalf and customers alike. The use of foul or abusive language and physical abuse is strictly prohibited. Disorderly behaviour will not be tolerated on the markets and any report of such behaviour will be investigated and may result in the implementation of the Enforcement Procedure.

Where, after investigation, the Council concludes that the behaviour of the Trader was such that it harmed the character, nature or environment of the market the Trader's licence may be revoked with immediate effect (in accordance with the Enforcement Procedure). Examples of such behaviour include acts of violence, dishonesty, indecency and acts which cause others personal injury or the fear of personal injury. The Trader has a right of appeal – see section 16 entitled 'Appeals'.

- b. Gratuities: Giving gratuities to Market Staff is strictly prohibited on the markets and any breach will be dealt with under the Enforcement Procedure.



- c. Animal Welfare: Traders are not permitted to bring any animals, domestic or otherwise, on any of the market sites except where the animal is a guide dog for a registered blind person or a registered Assistance Dog for a disabled person.
- d. Smoke Free Environments: All Traders will promote and adhere to smoke free premises and environments. For market purposes, Traders, their Named Persons and employees must not smoke anywhere within their stall / pitch.
- e. Noise Levels: Traders are encouraged to interact with customers on the Market sites but must not create noise levels that are deemed unacceptable by the public. The acceptable decibel level is at the discretion of the Market Service. The use of tannoy and the playing of music and/or a radio are not permitted on any Market. Any abuse of this policy may result in the Enforcement Procedure being implemented.
- f. Statutory and Legal Requirements: It is the responsibility of each Market Trader to comply with all statutory and other legal requirements particularly, but not limited to, those relating to the sale of goods and services, health and safety, food hygiene and employment law. Any breach of statutory and legal requirements may result in the Enforcement Procedure being implemented. It is the Trader's responsibility to ensure that all Named Persons and any staff employed on the market have been provided with appropriate training and made aware of the conditions within this Policy.
- g. Notice of Changes: Traders must notify the Council's Markets Service of any changes in the details provided in the registration form and must provide an updated Public Liability Certificate on demand.

## **10. Stall Allocation**

- a. Allocation of Stalls: It is the responsibility of the Council's Markets Service to allocate stalls and pitches. In support of the markets providing a diverse and rich mix of goods and produce and creating an attractive environment for shoppers the maximum stall allocation to any Trader on any given Trading Day is three stalls. Catering pitches are extremely limited and therefore the maximum catering pitch allocation is one per Trader on any given Trading Day. The allocation of stalls, whether for a Regular or Casual Trader will be based on the following criteria:-
  - Length of time applicant has been trading at Walsall Market (Regular Traders Only)
  - Type of goods currently being sold around the proposed/available stall(s)
  - Quality of proposed goods / produce and presentation of such goods / produce
  - Type of retailer in close proximity to the proposed/available stall(s)
  - Volume of trade waste predicted to be generated by the market Trader
  - Whether the Trader is likely to produce odours or spillages
  - Whether the Trader requires special access to the stall
  - Whether the Trader sells food either fresh or cooked
  - Whether similar or the same goods are sold by another Trader on an alternative Trading Day on or around the proposed/available stall(s)
  - Whether the Trader is in licence fee arrears



- Whether the Enforcement Procedure has been applied to the Trader previously, for what reasons and how long ago
- Number of stalls required

The stall allocation process will come into effect on completion of the Traders' registration form and / or Expression of Interest form. For the avoidance of doubt, the Council may decline to allocate a proposed/available stall to a Casual Trader or a Regular Trader if it considers, in its absolute discretion, that it would be inappropriate to do so having regard for the allocation criteria.

- b. Vacant Stalls Procedure: A Vacant Stall List (Appendix G) is updated on a weekly basis and will be available on the council's web pages and on request from the Council's Markets Service.

Existing Traders seeking additional stalls and/or new Traders interested in trading at any of the markets must complete an Expression of Interest form and hand it to a Markets Officer. Any applications for allocation of stalls will be scored against the criteria within the Stall Allocation Procedure.

In allocating a Casual or Regular Trader to a temporarily vacant stall / pitch the Council will not place on that stall / pitch a Trader selling the same lines as an absent Regular Trader on any trading day.

Existing Traders may also wish to complete an Expression of Interest form for any other market stall or pitch under the stall allocation process if such stall or pitch becomes vacant (see 10c below). If on application of the Stall Allocation Procedure a Regular Trader's application is accepted, the Regular Trader will be able to 'trial' the new stall or pitch for a period of 4 consecutive weeks on a given Market Day selling **their existing line of goods** on the original registration form. During this four week period the original stall may be allocated to a Casual Trader and after the 4 week period the Trader must make it known whether he/she wishes to return to their original stall allocation or move to the new stall. The Trader will be liable to pay the licence fee in respect of the stall / pitch chosen.

From time to time the Council may postpone the Stall Allocation Procedure, allocate and move stalls for the overall benefit of the Markets.

Any Trader that uses part or all of a vacant stall on a Market Day will pay the full licence fee for that stall regardless of the space utilised or the time the space was used. Where a Trader wishes to make use of additional space or a vacant stall they must make this clear to the Council's Markets Officer before occupying the space/stall and the request will be considered against the Stall Allocation Procedure.

- c. Stall Waiting List: Within each of the markets there are 'prime stall locations' which do not become vacant often. However, Traders are able to complete an Expression of Interest form on non vacant stalls, which will be kept by the Council on a 'Stall Waiting List' (Appendix H) and which will be reviewed and managed in conjunction with the Stall Allocation Procedure.

## 11. Market Stalls



Market Stalls are provided by the Council although the number of stalls erected may change from time to time due to demand and to ensure that the number of vacant stalls within each site are kept to a minimum. The number of stalls that are provided as at September 2015 is as follows (this will be periodically updated on the Council's website):-

	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Fri</b>	<b>Sat</b>
Walsall Town Centre Market Includes 4 catering pitches	66	66	66	66	66

	<b>Tue</b>	<b>Fri</b>	<b>Sat</b>
Bloxwich Town Centre Market Includes 1 catering pitch	40	40	40

	<b>Wed</b>	<b>Fri</b>	<b>Sat</b>
Willenhall Town Centre Market Includes 1 catering pitch	65	31	31

- a. **Stall Layout:** All three sites have planning consent to use the land for market use and within each consent lies a boundary to which the market stalls can sit within. Any significant changes to the layout of the stalls if within the boundary line do **not** require further planning consent but may require cabinet approval. Appendix I shows the current market layout for each of the markets and their trading days. In the interests of the overall markets, the Council may consider clustering specific Traders into zones, particularly food Traders and those that require electrical supply.
- b. **Stall Erection and Access:** All three markets are provided with market stalls which are made up of a mix of permanent and demountable stalls. Stall boards are provided as part of the service provision at Walsall and Willenhall Markets and such boards must not be placed on the floor in order to avoid trip hazards.

Market	Stall Erection	Access
Bloxwich	Permanent Stalls	Traders can access the market site from 6.00am
Willenhall	Stalls erected Tuesday evening for Wednesday market. Stalls dismantled Wednesday evening.  Stalls erected Thursday afternoon for Friday and Saturday markets. Stalls dismantled Saturday evening.	Traders can access the market site from 4.00am



Walsall	Permanent Stalls	Traders can access the market site from 4.00am

- c. Stall Fixtures and Fittings: Traders must not damage or deface the market stall structures and must highlight any malfunctions to the Council's Markets Service by telephone or during the fee collection process. Any fixtures and fittings used by Traders on any market must not cause damage to the stalls and no alterations can be made to any part of a stall without prior consent from the Council's Markets Service.

- d. Stall Canopies:

**Walsall:** Canopies are provided for Walsall market and such covers are designed to give a consistent appearance to the market and no other canopy is allowed. Clear sheets should be used for those traders who need to use a back sheet or sheet up to protect from the inclement weather. These sheets are not provided by the Council. The Council may from time to time replenish the canopies and brand them as appropriate. Stall canopies will be repaired as and when deemed necessary although repairs may be carried out on a bulk basis to keep maintenance repairs cost effective.

**Bloxwich:** There are permanent covers on Bloxwich Market which are not removed on non Trading Days. The Council may from time to time repair, remove and replace such covers as deemed necessary in order to reduce maintenance costs and manage the service cost effectively.

**Willenhall:** Market Traders are expected to provide and erect their own canopies at this market. Whilst there is currently no restrictions on the type and colour of such canopies, the Council may review this provision if such changes will improve the overall appearance of this market.

- e. Stall Dressings: There is currently no provision for stall skirts although the Council reserves the right to introduce such dressings if deemed to improve the markets visually.
- f. Stall Presentation: Traders must ensure that their produce / stock are flashed up on their stalls in tidy and attractive manner. Traders must not put or sell produce / goods from the floor, including selling produce or goods from boxes on the floor and must use the stall(s) and tables available to them.
- g. Electricity Supply: Electricity is supplied to support the operational activities of Market Traders at Walsall and at Bloxwich. Electricity must not be used for heating apparatus under any circumstances.

Any equipment plugged into the supply must have a valid PAT Test Certificate and any trailing wires should be clearly secured so as not to present trip hazards. It is the trader's responsibility to obtain such Certificates.

The cost of electrical supply is included in the licence fee charged for each particular stall.



Bloxwich – Electricity supply points are located at various points around the Market Square.

Walsall – There are a number of electrical bollards that sit either between market stalls or nearby to a catering pitch. The current wattage is 16A although the Council may upgrade the wattage should the opportunity arise through investment into the market and/or temporary and permanent market moves. The Council recognises that some Traders have requested a higher voltage and will seek to place such electrical points in areas that add value to the overall visitor experience to the markets.

Willenhall – There is no electrical provision on this market.

- h. Stall Storage: The Council currently has a number of spare fixtures and fittings in storage and has an existing contract with an external operator to supply, erect, dismantle and store those market stalls provided to Willenhall market. The Council is obliged to seek to obtain best value in terms of whether to outsource stall erection and storage of stalls or secure alternative storage provision as appropriate.
- i. Stall Maintenance: The cost of maintaining and repairing market stalls, fixtures and fittings and canopies is met by the Council. However, any costs will be re-charged to Market Traders where costs have been incurred due to the misuse or damage caused directly by market Traders. Markets Officers will complete a daily maintenance log as shown in Appendix J to ensure that all market structures are sound and meet safety regulations.
- j. Encroachments: Stalls and pitches each have a designated space in which to work. No items or structures are permitted to be erected beyond the curtilage of the stall or pitch unless permitted by the Encroachment Policy. Currently, only Walsall Town Centre has an Encroachment Policy in force and full details can be found in Appendix K. Any unauthorised encroachments will be dealt with through the Enforcement Procedure. The Council reserves the right to introduce an Encroachment Policy into the District Centre Markets and will review such policies on an annual basis.
- k. Regular Market Trader Storage: Trader storage provision is available at Bloxwich and Walsall markets. The fees and size of storage provision are shown in Appendix L. Charges for storage are payable monthly or quarterly and payment is collected by invoice. Regular Traders interested in market storage are invited to complete an Expression of Interest form and will be placed on a Storage Waiting List until space becomes available. Any Trader taking up market storage will be required to enter into a licence agreement. Only those Traders with a storage licence will be permitted to enter the storage site. Any abuse of this policy by Traders without a storage licence may result in the Enforcement Procedure being implemented.

Willenhall Market – There is no market storage provision at Willenhall market



Council costs incurred around the provision of market storage will be reviewed annually and the Council may withdraw such service provision if it becomes unviable financially and/or there is little take up / interest from market Traders.

## 12. Catering Pitches

There are catering pitches within each market site as follows:-

	Mon	Tue	Wed	Fri	Sat
Walsall Town Centre Market	4	4	4	4	4

	Tue	Fri	Sat
Bloxwich Town Centre Market	1	1	1

	Wed	Fri	Sat
Willenhall Town Centre Market	1	1	1

Note: From time to time this may be reviewed / altered

- a. Catering Businesses: A Catering Business is a trader providing food and/or beverages. To ensure consumers are not put at risk, minimum standards are required:-

- All Catering Businesses must have a minimum Food Hygiene Rating of 3;
- All catering equipment must be kept in a good state of repair;
- All catering vehicles must be kept in a good state of repair and where appropriate roadworthy;
- All Catering Businesses providing food and beverages must comply with food hygiene requirements, health and safety requirements and all other relevant legislation and guidance;
- All Catering Businesses selling open food must ensure that suitable and adequate facilities are available to ensure effective cleaning of equipment and hands, including soap, hot water and a hygienic means of hand drying;
- All Catering Businesses using LPG must ensure that the gas system is installed and maintained in a safe manner. Gas appliances, pipework and safety devices should be inspected every 12 months by a competent person.

- b. Catering tables

The table below provides details of the permitted use of tables and chairs within the market site:-

Market	Pitch	Table Allowance	Cost per day
Walsall	CT1	8	£8.00



Walsall	CT2	1	£1.00
Walsall	CT3	None	N/A
Walsall	CT4	None	N/A

Tables and chairs must be provided by the caterer and be fit for purpose. Payment is collected alongside licence fees and is payable on any day that the Trader sets up regardless of the number of tables erected at the time of collection of fees.

There is no provision made for the setting out of tables and chairs at Bloxwich or Willenhall markets.

### **13. Trade Waste**

The removal of trade waste generated from trading at the three Markets is currently undertaken by Walsall Council. Only waste generated from Trading from the three markets will be removed from site.

Market traders are responsible for adhering to the strict waste handling, recycling and disposal arrangements. All market traders must recycle effectively in order to support sustainable waste disposal and landfill avoidance. Traders must use the trade waste receptacles made available to them to dispose of waste and should not put trade waste in public street bins. Traders are responsible for ensuring they adhere to the following waste processes:-

- The removal of waste from stalls / pitches and placed in designated receptacles at regular intervals throughout the trading day
- The separation of recycling of clean cardboard in the recycling receptacles. Traders must ensure that recycled cardboard is not contaminated
- Crushing / flattening of cardboard packages and boxes before placing in the recycling receptacles
- The removal of litter and waste within their stall / pitch throughout the trading day

At the end of the Trading Day, all Traders must ensure that their stalls / pitches are free from any trade waste and that all waste has been deposited at the appropriate waste points. Abuse of trade waste management will result in the implementation of the Enforcement Procedure.

### **14. Crime**

The Town Centre Management team along with the Council's Markets Service work closely with West Midlands Police and other colleagues within the Council who work towards reducing crime in the Borough. Existing provisions such as CCTV and the radio link scheme contribute in the reduction of crime related issues in the centres.



The Council is exploring the idea of the introduction of additional tools, such as Retail Crime Initiative and a more robust Radio Link in the District Centres, and works with the Police Architectural Liaison Officer around any major development proposals for and around our markets.

The Council recognises that crime can be a deterrent to customers and therefore it is important that Traders and their customers raise issues or concerns with the Council's Markets Service or, in the case of an emergency, contact the Police direct.

## **15. Enforcement Procedure**

When the Enforcement Procedure is implemented the following steps will be taken:

1. A verbal warning is issued to the Trader and logged at the Council's Markets Office
2. A second verbal warning is issued to the Trader and logged at the Council's Markets Office (the warnings need not relate to the same issue or the same stall)
3. A written warning is issued to the Trader and logged at the Council's Markets Office
4. The Trader is suspended from trading at the market for 2 of his/her following Trading Days
5. For a second time the Trader is suspended from trading at the market for 2 of his/her following Trading Days
6. Where a Trader has already been suspended on 2 separate occasions (i.e. for 4 Trading Days) on the next occasion that the Enforcement Procedure is implemented the Trader's licence will be terminated without further notice.

**Note:** The above Procedure will be applied each time the Enforcement Procedure is implemented, so that a first incident giving rise to implementation of the enforcement procedure will lead to step 1, a second incident or a continued first incident will lead to step 2 and so on. The procedure will not re-commence at step 1 for each new incident.

Where the incident giving rise to the implementation of the Enforcement Procedure relates to licence fee arrears or the payment of fees on the first day of return to a market, the steps above will be applied on a daily basis, so that non-payment of fees by the third day will give rise to a written warning and by the fourth day, suspension. Where fees are not paid by the fourth day, a 2-Trading Day suspension will take effect, meaning that even if fees are paid on the fifth day, the Trader will not be permitted to trade for his/her next two normal Trading Days.

During any period of suspension the Trader will not be obliged to pay any licence fees. Any regular stall occupied by the Trader may be occupied by a Casual Trader or by another Regular Trader during any period of suspension.

Where the enforcement procedure has been implemented due to a Trader's inappropriate behaviour and the Council concludes in its absolute discretion that such behaviour has been so bad that it harmed the character, nature or environment of the Market the Trader's licence may be revoked with immediate effect without proceeding through steps 1-6.

Where a Trader has applied for a change of stall or for an additional stall, any previous implementation of the Enforcement Procedure will be taken into account in the



allocation process, as well as the length of time since any Enforcement Procedure action. The same will apply to prospective Traders who may have traded from Walsall Markets previously as Regular or Casual Traders.

The Enforcement Procedure set out in this Market Policy has been adopted by the Council in the public interest, to ensure that Walsall Markets are a pleasant environment to work and shop in, and to enable the smooth running of the markets. The Procedure is designed to make clear the requirements of Traders and to provide consistency for Traders and shoppers alike.

## **16. Appeals**

If a Trader wishes to appeal against a termination of his/her licence the Trader should send a letter to the Council's Markets Service within 14 days of the termination taking effect setting out full grounds of their appeal and any evidence in support of their appeal. Such appeals will be discussed and heard by the Head of Service for Development & Delivery within 28 days of receipt of the evidence and their decision will be final. The Council will provide the Trader with 14 days notice of the hearing date. The Trader can be present at the hearing and may take a representative with them provided that notice is given to the Council 7 days prior to the hearing setting out the name, address and capacity of the representative.

## **17. Other / External Markets**

- a. Car Boots: The council has the power in law to protect its markets rights by taking action against any person or organisation holding a car boot sale, or permitting land to be used for such a purpose, without having obtained the council's prior consent.

Written approval must therefore be sought from the Council for any car boot sales within the borough. There are a number of conditions that are required to be met before approval can be provided. For further details please refer to Appendix N. This written approval is to be acquired in addition to any other authority or consent that may be required, including planning permission and advertising consent for example.

- b. Community / Charity Stalls: The Council aims to support charities, the third sector and communities alike. However, in order to keep a diverse mix of trade in its markets these bodies are limited to holding stalls five times per financial calendar year on each of the markets. Such organisations may be granted a licence to occupy a stall on any of the three markets, subject to availability. Each market will accommodate no more than one such stall on those Trading Days. There is no licence fee for such stalls although communities and charities must provide evidence that the stall will not be used for commercial trade. Such charities / community organisations are advised to contact the Markets Service in advance to discuss requirements.
- c. Charitable Collections: Any street collections whether charitable or not are required to apply for a licence. Please see Appendix N for contact details of Licensing



Department. In addition approval should be sought from the Council's Markets Service if collections are intended to take place on any one of the three market sites.

- d. Themed Markets: From time to time the Council will host bespoke activities and events to support the markets and the town centres' businesses. The Council may use the existing Market Sites on Trading and Non-Trading Days to host such activities including themed markets and other activities that add value and increase footfall to the town centres. The Council will keep Traders up to date with activities through social media, facebook, leaflet drops and other communicative tools.
- e. Business Start-ups: It is important that the Council continues to welcome new businesses to the Markets. In order to attract this group of potential Traders we may, from time to time, offer discounted fees along with other business support activities to encourage new businesses to trade at Walsall Markets.

## **18. Management of the Markets**

- a. Delegation Powers: The Markets Service sits within the Economy and Environment Directorate and, under the Council's Constitution, the Executive Director has responsibility for the day to day management of Economy and Environment including the Markets Service.

The Walsall Corporation Act 1969 gives the Council the power to relocate its Markets, but it is the Constitution that sets out how that power will be exercised. The power to temporarily move market stalls is not contained within the delegation to the Executive Director Economy and Environment. Therefore an approval by Cabinet is required.

- b. Market Service Management Structure: All market staff are familiar with this Policy and each will adhere to the conditions set out herein and carry out their roles on a day to day basis to ensure the service is delivered smoothly and effectively.

Please see Appendix M for a market structure graph.

- c. Staff Training: The Council is committed to provide all employees with the right skills and knowledge to deliver a well managed Markets Service. Training around Health & Safety, First Aid at Work, Equality and Wellbeing, Fire Safety, Contract Rules, Accident Reporting and Customer Care all form part of staffs' training provision. In addition, Walsall Council staff work alongside other Market Services within the Black Country to share good practice and benchmark against experience and knowledge. Staff may also engage in and attend other national events and conferences where markets are the topic.
- d. Marketing and Promotion: Periodically, the Council will seek to promote the markets; provide bespoke offers and host events to support Market Traders and increase footfall. The Council is reviewing the viability of introducing an annual marketing plan



for the markets and will seek to consult with Traders through the MTA around ideas and suggestions.

Market Traders who wish to advertise their business within their stall must provide the size and design of any such advertising to the Markets Service and no advertising can be erected without formal consent from the Markets Service in writing. Breach of this condition will result in the Enforcement Procedure being implemented. Consent from the Markets Service will be subject to any statutory consent required pursuant to Advertising Regulations.

The use of A-boards is strictly prohibited within any of the three market sites

- e. Annual Report: It is important that the Council continues to review the markets and benchmark against other competing markets in the region. The following will be collated annually and included in an Annual Report for the Markets Service:-

Stall Occupancy Rates	Number of Regular/Casual Traders
Line of Goods	Market Survey (every 2 years)
Income / expenditure	Performance against competing markets

- f. Annual Plans: The Markets Service will provide an Annual Plan in June of each year. The Plan will update progress around strategic developments in Walsall Town Centre, Willenhall and Bloxwich including a Financial Report and Monitoring Data. The purpose of the Annual Plan is to highlight aims and objectives for the following financial year which will be agreed in consultation with the MTA.

## **19. Working in Partnership**

- a. NABMA and MTA: National Association of British Market Authorities: The Council is a member of the National Association of British Market Authorities (NABMA), the leading experts on markets.

The Council embraces partnership working and is committed to working with the MTA for Walsall Town Centre on market matters. Regular meetings are welcomed with the Chair of the MTA to discuss general operational matters and to arrange and agree ways in which to communicate with other Market Traders. The Council will welcome further formal engagement with the District Centre Market Traders should such Traders become an Association in the future.

- b. Consultation: The Council is committed to consulting with Market Traders and other service users on major issues relating to the Markets or significant changes wherever that has an impact on the Markets and town centres. Our approach includes consultation meetings, questionnaires and surveys with all Regular Traders and direct working with the MTA. Traders are also welcome to discuss issues with any member of the Council's Markets Service either directly, by letter, phone or email.



- c. Contractors: The Council's Markets Service will when requesting work via a contractor ensure that they are retained through appropriate procurement processes that includes the assessment of health and safety provisions and to obtain best value for money. We will require that contractors adhere to existing traffic regulation orders and provide the necessary risk assessments and method statements for contracted work.

## **20. Customer focused activities**

- a. Consumers: The Council recognises that consumers play a major role in the success of our Markets. Working alongside our Market Traders we will continue to measure consumer satisfaction by obtaining feedback from consumers on a regular basis and aim to improve the quality of the consumer experience. Appendix N provides details on how to contact the Markets Service.
- a. Accident/Incident Reporting: All Traders have a Legal, Moral and Financial duty of care to all members of the public who visit the market stall to report any incident or accident, however small, to the Council's market staff and provide the relevant information in order for staff to complete an incident/accident reporting form.
- b. Lost Property: If a Trader or a customer has lost something at one of the Walsall Markets they should contact the Council's Market Service and provide full details. If the Council finds your property or it is handed to officers, you will be contacted to arrange collection at a mutually convenient time and date.
- c. Complaints and Comments: If anyone is not satisfied with the Market Services or Market Staff they can write to the Council's Markets Service within 7 days of any incident and specify in detail the nature of the complaint, date, time and contact details of the complainant. The Council's Markets Service will respond as quickly as possible, and within 14 days of receipt of the complaint. Where a complainant is not satisfied with the response or action taken, they may request that the complaint be directed to the Executive Director Economy and Environment and Portfolio Holder for them to carry out an investigation. If the complainant remains dissatisfied after exhausting this process, he/she may wish to contact the Local Government Ombudsman. Please see Appendix N.

We also welcome comments!

- e. Data Protection: The collection, storage, processing and destruction of personal data is governed by the eight principles of the [Data Protection Act \(1998\)](#). Walsall Council is fully committed to compliance with the Data Protection Act (1998) and recognise the rights of data subjects and its obligations enforced by the act in the processing of personal data within the organisation.



- f Equality: In line with equality legislation in all circumstances Market Staff, Market Traders, their Named Persons and their employees must avoid discrimination, harassment and victimisation and make reasonable adjustments for disabled people. This obligation pervades through all aspects of the markets service and the way the Markets are operated and run, including the behaviour, advertisements and marketing of Market Traders, their Named Persons and their employees' and how customers access services within the Markets.



## Appendix A – Market Trading Days and Fees

### Licence Fees

#### Walsall Market – Regular Traders / Discounted Casual Traders up to 4 weeks of trade

	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Fri</b>	<b>Sat</b>
Fees per Stall (exc. Market Sq)	£35.00	£40.00	£35.00	£40.00	£45.00
*Market Square Fees	£18.75	£22.50	£18.75	£22.50	£26.25

\*Currently reduced charges being offered which are subject to review

#### Bloxwich Market - Regular Traders / Discounted Casual Traders up to 6 weeks of trade

	<b>Tue</b>	<b>Fri</b>	<b>Sat</b>
Fees per Stall	£15.00	£15.30	£16.55
Fee for smaller Stall	£12.00	£12.30	£13.30

#### Willenhall Market- Regular Traders / Discounted Casual Traders up to 6 weeks of trade

	<b>Wed</b>	<b>Fri</b>	<b>Sat</b>
Fees per Stall	£12.10	£12.30	£13.30

### Licence Fees for Casual Traders after discounted period

#### Walsall Market

	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Fri</b>	<b>Sat</b>
Fees per Stall (exc. Market Sq)	£45.00	£50.00	£45.00	£50.00	£55.00
*Market Square Fees	£28.75	£32.50	£28.75	£32.50	£36.25

\*Currently reduced charges being offered which are subject to review



Bloxwich Market

	<b>Tue</b>	<b>Fri</b>	<b>Sat</b>
Fees per Stall	£20.00	£20.30	£21.55
Fee for smaller Stall	£17.00	£17.30	£18.30

Willenhall Market

	<b>Wed</b>	<b>Fri</b>	<b>Sat</b>
Fees per Stall	£17.10	£17.30	£18.30



## **Appendix B – Severe Weather Assessment Process**

Walsall Markets Service recognises the importance of taking all reasonable actions to prevent the closures of its markets due to severe weather. A number of measures set out below have been adopted to support the service remaining open during adverse weather although on occasion and subject to the checklist below, emergency closures may be inevitable on occasion.

Upon assessing the risks the following approach will be taken:-

- Appraise the current conditions including current temperatures to determine whether the markets areas are deemed treacherous and a risk to our visitors and Traders.
- Consider whether traffic routes for Market Traders are suitable for use
- Estimate expected footfall in markets area to determine the number of people potentially exposed to any risks
- Determine whether the risk is high for vulnerable people, ie. children, people with disabilities and the elderly
- Appraise each market area to determine whether part of the area can be closed off with visitors being diverted to cleared areas to reduce any risks highlighted
- Appraise areas in and around the market to determine whether warning signs are deemed appropriate
- Review emerging forecasts to determine whether early closure of the markets will ultimately reduce risk
- Review existing market staff in attendance to confirm whether the service can continue to be managed safely and that all market areas can be supervised sufficiently

Power to close the market subject to the above has been delegated to the Head of Service, Development & Delivery. Where the decision is made to close the markets this will be communicated to the Chief Executive, Leader of the Council and Portfolio Holder through the Resilience Team

### **Checklist for Market Service during inclement weather**

<b>Task</b>	<b>Meets H&amp;S</b>	<b>High Risk</b>
Appraise the current conditions including current temperatures to determine whether the markets areas are deemed treacherous and a risk to our visitors and service users.		
Consider whether traffic routes for market Traders are suitable for use		
Estimate expected footfall in markets area to determine the number of people potentially exposed to any risks		
Determine whether the risk is high for vulnerable people., ie., children, people with disabilities and the elderly		



Appraise each market area to determine whether part of the area can be closed off with visitors being diverted to cleared areas to reduce any risks highlighted		
Appraise areas in and around the market to determine whether warning signs are deemed appropriate		
Review emerging forecasts to determine whether early closure of the markets will ultimately reduce risk		
Review existing market staff in attendance to confirm whether the service can continue to be managed safely and that all market areas can be supervised sufficiently		



## **Appendix C – Trader Registration Form**

### **Walsall Council Markets Regular Trader Licence Registration Form**

#### **Licensee Details**

Surname					
Forename(s)					
Title	Mr	Mr s	Miss	Ms	Other
Address Line 1					
Address Line 2					
Address Line 3					
Postcode					
Contact No:					
Email Address:					
National Ins. No					
Date of Birth					
Place of Birth					
Emergency Contact Details					

#### **Business Details**

Name of Business	
Name of Owner(s)	
Contact Details (if different from above)	
Website Address	
Full name and address of the Named Person	
Line of Goods	
Vehicle Registration No	

#### **Payment Details (please tick)**

<b>Cash</b>		<b>Cheque</b>		<b>Invoice</b>	
-------------	--	---------------	--	----------------	--

**Have you traded at a Walsall Market previously?**

**Yes**

**No**

**If Yes:**

Date:	From		to	
Please provide full details, including the name you traded under and the line of goods				
Was any enforcement action taken against you?				
Was your licence to trade terminated, and if so for what reason?				



## Trading Details

### **Walsall Market (please tick)**

Monday	Tuesday	Wednesday	Friday	Saturday
Stall No(s):	Stall No(s):	Stall No(s):	Stall No(s):	Stall No(s):
Pitch No	Pitch No	Pitch No	Pitch No	Pitch No

### **Bloxwich Market (please tick)**

Tuesday	Friday	Saturday
Stall No(s):	Stall No(s):	Stall No(s):
Pitch No	Pitch No	Pitch No

### **Willenhall Market (please tick)**

Wednesday	Friday	Saturday
Stall No(s):	Stall No(s):	Stall No(s):
Pitch No	Pitch No	Pitch No



Documentation:

Please provide the following original documentation for inspection along with this completed registration form (photocopies will be taken and held in accordance with the Data Protection Act)	
Public Liability Insurance Certificate at a minimum value of £5,000,000	
Photo Identification e.g., passport or driving licence	
Employer's Liability Insurance at a minimum value of £10,000,000 (if applicable)	
Proof of address e.g., utility bill or bank statement	
A minimum Food Hygiene Rating of 3. If handling open food, food hygiene training to a minimum level CIEH Level 2 Award in Food Safety in Catering	

☐ I confirm that I have read the Market Policy and agree to abide by its content

**Declaration**

The information provided for this licence is true to the best of my knowledge and belief. I understand and accept that I may be prosecuted if any information in this application is known to be untrue and false.

Print Name.....

Signed .....Dated .....

**Data Matching - Fair Processing Notice**

The information you provide on this form will be processed in accordance with the Data Protection Act 1998.

Walsall Council is required by law to protect the public funds it manages. To do this we may use the information you give us assist in the prevention and detection of fraud and for other lawful purposes. On occasion we may also share information with other council services and other bodies responsible for auditing and administering public funds for these purposes.

For more information see the [National Fraud Initiative - Level 2 Fair Processing Notice](#) available on the council's website.

For Official Use Only				
Dated Received	Date Reviewed	By	Accepted	Declined



Rationale				
Date of Notification:				



## Walsall Council Markets

### Casual Trader Licence Registration Form

#### Licensee Details

Surname					
Forename(s)					
Title	Mr	Mrs	Miss	Ms	Other
Address Line 1					
Address Line 2					
Address Line 3					
Postcode					
Contact No:					
Email Address:					
National Ins. No					
Date of Birth					
Place of Birth					
Emergency Contact Details					
Name of Business					
Line of Goods					

#### Documentation

Please provide the following original documentation for inspection along with this completed registration form (photocopies will be taken and held in accordance with the Data Protection Act)

Public Liability Insurance Certificate at a minimum value of £5,000,000	
Photo Identification e.g., passport or driving licence	
Proof of address e.g., utility bill or bank statement	
A minimum Food Hygiene Rating of 3. If handling open food, food hygiene training to a minimum level CIEH Level 2 Award in Food Safety in Catering	

I confirm that I have read the Market Policy and agree to abide by its content

☐

#### **Declaration**

The information provided for this licence is true to the best of my knowledge and belief. I understand and accept that I may be prosecuted if any information in this application is known to be untrue and false.

Print Name.....

Signed .....Dated .....



## Data Matching - Fair Processing Notice

The information you provide on this form will be processed in accordance with the Data Protection Act 1998.

Walsall Council is required by law to protect the public funds it manages. To do this we may use the information you give us assist in the prevention and detection of fraud and for other lawful purposes. On occasion we may also share information with other council services and other bodies responsible for auditing and administering public funds for these purposes.

For more information see the [National Fraud Initiative - Level 2 Fair Processing Notice](#) available on the council's website.

For Official Use Only				
Dated Received	Date Reviewed	By	Accepted	Declined
Rationale				
Date of Notification:				



## **Appendix D – Expression of Interest Form**

### **Expression of Interest Form**

Please provide us with your name and contact details	
--	--

#### **Option 1**

Please provide an outline of the <b>additional</b> goods/services you intend to sell	
--	--

#### **Option 2**

If you are interested in piloting another stall for 4 weeks please advise us of the stall number(s) you are interested in	
Please advise us of the days you wish to trade	

#### **Option 3**

Please advise us of the stall and trading day you are interested in for inclusion in the Stall Waiting List	
---	--

#### **Option 4**

Please advise us of the storage facility and market you are interested in for inclusion in the Storage Waiting List	
---	--

☐ I confirm that I have read a copy of the Market Policy and agree to abide by its content

#### **Declaration**

The information provided for this licence is true to the best of my knowledge and belief. I understand and accept that I may be prosecuted if any information in this application is known to be untrue and false.

Print Name.....

Signed .....Dated .....

#### **Data Matching - Fair Processing Notice**

The information you provide on this form will be processed in accordance with the Data Protection Act 1998.

Walsall Council is required by law to protect the public funds it manages. To do this we may use the information you give us assist in the prevention and detection of fraud and for other lawful purposes. On occasion we may also share information with other council services and other bodies responsible for auditing and administering public funds for these purposes.



For more information see the [National Fraud Initiative - Level 2 Fair Processing Notice](#) available on the council's website.

For Official Use Only				
Dated Received	Date Reviewed	By	Accepted	Declined
Rationale				
Date of Notification:				



## **Appendix E – List of Prohibited Goods**

**Items that are not permitted on the Markets.**

**Please note:**

- **this list is not exhaustive; and**
- **this list may be amended from time to time:-**

Weapons of any kind, knuckle duster, swordstick, hand claw, belt buckle, knife, push dagger, hollow Kubota, foot claw, shurikan, shaken or death star, balisong or butterfly knife, telescopic truncheon, blowpipe, or blowgun, kusari, gama, kyoketsu, manrikigusari or other similar martial arts items and the like, firearms, firearms designed as other objects, imitation firearms, rocket launchers, revolvers, weapons designed to discharge a noxious liquid or gas, cartridges with a bullet designed to explode on or before impact, ammunition, grenades, rocket bombs, missiles, rockets or ammunition designed to explode on or before impact, anything designed to be projected as a missile designed to expand on impact, flammable liquids, fireworks, battery operated helicopters, adult themed goods, second hand cookers and fires (gas and electric), second hand washing machines, second hand fridges and freezer, second hand cosmetics and toiletries, second hand baby and children's car seats.



**Appendix F – Sample Regular Licence Agreement / Casual Licence Agreement/Catering Pitch**

DATED \_\_\_\_\_ 20

(1) WALSALL METROPOLITAN BOROUGH COUNCIL

and

(2) .....

**LICENCE AGREEMENT**

Relating to the  
**Occupation of a Market Stall**  
at a Walsall Charter Market

Walsall Metropolitan Borough Council  
Legal Services  
Civic Centre  
Darwall Street  
Walsall  
WS1 1TP

Ref: AJS/09490/PEH Markets



THIS LICENCE AGREEMENT is made the                      day of                      20

BETWEEN

(1) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre Darwall Street  
Walsall West Midlands WS1 1TP (“the Council”) and

(2) ..... of  
..... (“the Licensee”)

NOW IT IS AGREED as follows:

**1. Definitions and Interpretation**

**1.1** In this agreement:

**“Approved  
Absence Days”** Means those Trading Days for which the Licensee is  
authorised by the Council to be absent from the  
Market in accordance with the Markets Policy

**“Charter Markets”** Means the street markets operated by the Council  
under Charter at Walsall Town Centre, Willenhall and  
Bloxwich

**“Designated Area”** Means the area within which the Market is held and  
which area is shown edged red on the Plan or such  
other Designated Area as the Council may from time  
to time in its absolute discretion designate on 5  
Working Days notice to the Licensee

**“the Enforcement  
Procedure”** Means the enforcement procedure set out in the  
Council’s Markets Policy document and such  
replacement document as may be issued from time  
to time and which at the date of this Licence  
includes:

- A verbal warning issued to the Trader and  
logged at the Council’s Markets Office
- A second verbal warning issued to the Trader  
and logged at the Council’s Markets Office (the  
warnings need not relate to the same issue)
- A written warning issued to the Trader and



logged at the Council's Markets Office

- A suspension from trading at the market for 2 of his/her Trading Days
- A second suspension from trading at the market for 2 of his/her Trading Days
- Where a Trader has already been suspended on 2 separate occasions (i.e. for 4 Trading Days) on the next occasion that the enforcement procedure is implemented the Trader's licence will be terminated without further notice.

**“the Goods”** Means the goods the licensee is permitted to sell from the stall as set out in Appendix X

**“Licence Fee”** Means the sum of £                      payable per Trading Day which sum shall be subject to increase on the giving by the Council to the Licensee of 14 days notice.

**“Licence Period”** Means all [Saturdays/Mondays/Tuesdays/Wednesdays/Fridays] from the date of this Licence and unless terminated pursuant to clause 11.2 ending on [ ]

**“the Market”** Means the market held at [Walsall town centre / Bloxwich / Willenhall]

**“Market Hours”** Means the hours of [ ] to [ ] inclusive on the Trading Day or such hours as may be specified in a written notice given by the Council to the Licensee at any time during the Licence Period.

**“Market Stall”** means stall number [ ] or such other stall within the Designated Area as the Council may from time to time in its absolute discretion allocate to the Licensee. It is agreed and acknowledged that the Council may allocate to the Licensee any stall of a different size and position and may allow another trader to use stall number [ ].



<b>“Markets Policy”</b>	Means the Council’s adopted Markets Policy document 2015 and any replacement or amendment which may be issued from time to time
<b>“Named Persons”</b>	Means the persons named on the Trader Registration Form as those approved to operate the stall in the Trader’s personal absence.
<b>“Permitted Use”</b>	means the use of the Market Stall for the purposes of the sale of the Goods
<b>“Plan”</b>	Means the plan attached to this Licence
<b>“the Rights”</b>	Means the use of the Market Stall for sale of Goods for the Licence Period within the Designated Area on Trading Days within the Market Hours
<b>“Trader Registration Form”</b>	Means the form to be completed by all prospective traders containing all information relating to the trader and his/her business and upon which stall allocation is to be assessed by the Council in accordance with its Market Policy
<b>“Trading Day”</b>	means [Monday Tuesday Wednesday Thursday Friday Saturday. ]
<b>“Unauthorised Absence”</b>	Means any Trading Day upon which the Licensee attends at the Market after 8.00am or where the Licensee does not attend at all SAVE FOR Approved Absence Days
<b>“Utilities”</b>	Means electricity water gas telecommunications and other services
<b>“VAT”</b>	Means value added tax or any other tax of a similar nature, and unless otherwise expressly stated all references to licence fees or other sums payable by the Licensee are exclusive of VAT.
<b>“Working Day”</b>	Means any day that is not a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday



## **2     Interpretation**

### **2.1   In this licence:**

- 2.1.1** the clause headings are for reference only and do not affect its construction
- 2.1.2** the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party
- 2.1.3** the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'
- 2.1.4** the word 'today' refers to the date of this licence
- 2.1.5** an obligation not to do something includes an obligation not to cause or allow that thing to be done
- 2.1.6** obligations owed by or to more than one person are owed by or to them jointly and severally, and
- 2.1.7** references to the end of the Licence Period are to its expiry or sooner determination

### **2.2   In this licence unless otherwise specified:**

- 2.2.1** a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Licence Period, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and
- 2.2.2** unless otherwise specified, a reference to particular legislation is a reference to that legislation as amended, consolidated or re enacted from time to time and all subordinate legislation made under it from time to time
- 2.2.3** References in this Licence to “losses” are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.

## **3     Licence**

- 3.1** In consideration of the Licence Fee and of the Licensee’s obligations in this Licence, the Council grants to the Licensee the Rights in common with the Council and all



others authorised by the Council so far as is not inconsistent with the Rights during the Licence Period.

#### **4 Licensee's Obligations**

The Licensee agrees with the Council as follows:

##### **4.1 Markets Policy**

- 4.1.1** The Licensee must comply in all respects with the provisions of the Council's Markets Policy at all times

##### **4.2 Payments**

- 4.2.1** The Licensee must pay to the Council the Licence Fee in advance at the beginning of each Trading Day SAVE FOR those days which are Approved Absence Days when no Licence Fee shall be payable
- 4.2.2** Notwithstanding the provisions of clause 7 of this licence in the event of the Licence Fee or any other sums demanded pursuant to clause 4.2 of this Licence remaining outstanding and unpaid for a period of 14 Working Days from the date the same is due then the Licensee shall in addition to the amount outstanding be liable to pay interest at the rate of 4% above the base rate of Barclays Bank per annum on all outstanding amounts on a compound basis.

##### **4.3 VAT**

- 4.3.1** The Licensee must pay all VAT that may from time to time be charged on the License Fee or other sums payable by the Licensee under this Licence.
- 4.3.2** The Licensee must pay all VAT incurred in relation to any costs that the Licensee is obliged to pay or in respect of which he is required to indemnify the Council under the terms of this Licence except where the VAT is recoverable or available for set-off by the Council as input tax.

##### **4.4 Condition of the Market Stall**

- 4.4.1** The Licensee must keep the Market Stall and the avenue adjoining it clean and tidy and clear of rubbish during and arising from the exercise or purported exercise of the Rights.



- 4.4.2** Without limiting the scope of 4.6.1 above the Licensee must deposit all vegetable and fish refuse, offal etc in the bins provided for the purpose by the Council and dry refuse must be placed in suitable receptacles kept around the Market Site.
- 4.4.3** Immediately on the occurrence of:
- 4.4.3.1** Any damage to any part of the Market including but not limited to the Market Stall or any property of any kind in it; or
- 4.4.3.1.1** Injury to any person in the Market including but not limited to the Market Stall in any way attributable to the exercise or purported exercise of the Rights the Licensee must make good the damage or pay to the Council or the person injured full compensation in money for it.
- 4.4.4** No alteration or addition to the structure or fittings of the Market Stall may be made by or on behalf of the Licensee except with permission of the Council.
- 4.4.5** The Licensee must at its own cost and to the satisfaction of the Council make good any damage caused to any part of the Designated Area or the allocated Market Stall by the exercise of the Rights conferred by this Licence
- 4.4.6** The Market Stall must be kept clean and tidy and the Licensee must not place on the Market Stall or within the Designated Area anything that might constitute an obstruction or a risk to the health and safety of anyone working at or visiting the Market
- 4.4.7** The Licensee must leave the Market and the Market Stall in a clean and tidy condition and free of all the Licensee's furniture, equipment, goods and chattels at the end of each Trading Day
- 4.4.8** The Licensee must not add to or alter the electric wiring and fittings provided by the Council or provide any other kind of lighting except with the consent of the Council
- 4.4.9** The Licensee must not install heating apparatus of any kind except with the permission of the Council
- 4.4.10** The Licensee must not drive nails into the woodwork of the Market Stall or otherwise damage or deface the property of the Council
- 4.4.11** The Licensee must exhibit his name on the board or fascia space provided for the purpose in the uniform style or lettering and colour approved by the Council. The Licensee must not display any other signs or notices on the Market Stall without the prior consent of the Council



**4.4.12** The Licensee must maintain an attractive display of Goods at the Market Stall in keeping with the standards maintained elsewhere in the Market

#### **4.5 Access**

**4.5.1** The Licensee must comply with all or any Traffic Regulation Orders in force in or around the Market.

**4.5.2** The Licensee must not access the Market for the purposes of loading and unloading vehicles otherwise than in accordance with the hours specified in the Markets Policy.

**4.5.3** The Licensee must not barrow off otherwise than in accordance with the hours specified in the Markets Policy.

**4.5.4** The Licensee must ensure that the Market Stall is vacated by 6.30pm on each Trading Day

#### **4.6 Statutory Obligations**

**4.6.1** The Licensee must comply in all respects with the requirements of all statutes applicable to the Market including but not limited to the Market Stall or the exercise of the Rights.

**4.6.2** Notwithstanding clause 4.6.1 the Licensee must comply with all legislation relating to the health and safety of persons working at or visiting the Market and with all regulations and policies made by the Council from time to time for the management and operation of the Market

#### **4.7 Rules and Regulations**

**4.7.1** The Licensee must comply with any rules regulations or byelaws notified to him which the Council may make governing use of the Market including but not limited to the Market Stall and exercise of the Rights.

#### **4.8 Interference with the Council's rights**

**4.8.1** The Licensee must not impede in any way the Council or its officers servants or agents in the exercise of the Council's rights of possession and control of any part of the Market including but not limited to the Market Stall

**4.8.2** The Licensee must permit the Council its officers servants and agents to enter the Market Stall and view the Goods and the exercise of the Rights



## **4.9 Assignment**

### **4.9.1 The Licensee must not:**

- 4.9.1.1** Assign or sublicense the whole or any part of the Rights or purport to assign or deal with it in any way; or
- 4.9.1.2** Permit any person other than his Named Persons to use the Market Stall or sell goods from it.

## **4.10 Trader Conduct**

- 4.10.1** The Licensee must conduct his/her business in an orderly manner show respect to fellow Traders, market staff and customers and comply in all respects with the requirements of the Markets Policy.
- 4.10.2** The Licensee must not bring any animals, domestic or otherwise, on to the Market except where the animal is a guide dog for a registered blind person or a registered Assistance Dog for a disabled person.
- 4.10.3** The Licensee must not smoke within the Market or permit or allow their Named Persons and employees to so do.

## **4.11 Nuisance and Obstruction**

- 4.11.1** The Licensee must not do anything at the Market Stall or elsewhere in the Market or exercise the Rights in such a way as to cause any nuisance, damage, disturbance, annoyance or interference to any part of the Market or nuisance annoyance disturbance inconvenience injury or damage to the Council, or its tenants or other stallholders or users of the Market or the owners or occupiers of adjacent or neighbouring premises or users of the highway
- 4.11.2** The Licensee must not use the Designated Area or the access ways so as to cause any nuisance, damage, disturbance, annoyance or interference to the Council, or its tenants or other stallholders or users of the Market or the owners or occupiers of adjacent or neighbouring premises or users of the highway
- 4.11.3** The Licensee may not place any goods beyond the boundaries of the Market Stall either on the ground or hanging except with the permission of the Council.

## **4.12 Goods**



**4.12.1** The Licensee may sell only the Goods from the Market Stall and he must not sell any other class of goods from the Market Stall

#### **4.13 Permissions and Notices**

**4.13.1** The Licensee must obtain all permissions licences and consents from all appropriate authorities and serve or display all notices that may be required to exercise the Rights on at or from the Market Stall

#### **4.14 Indemnities**

**4.14.1** The Licensee must keep the Council fully indemnified against all liability and losses arising directly or indirectly out of any act omission or negligence of the Licensee or of any persons at the Market Stall expressly or impliedly with his authority or the exercise or purported exercise of the Rights or any breach or non-observance by the Licensee of the obligations conditions or other provisions of this Licence.

#### **4.15 Council's Insurance**

**4.15.1** The Licensee must not do or omit to do anything:

**4.15.1.1** That could cause any insurance policy on or in relation to the Market to become wholly or partly void or voidable; or

**4.15.1.2** By which additional insurance premiums become payable

#### **4.16 Liability Insurance**

**4.16.1** The Licensee must take out and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company incorporating the standard conditions and exemptions of the insurance company to cover all claims arising from exercise of the Rights in the amount of £10,000,000 in respect of any one claim for bodily injury or disease or damage to property including but not limited to damage to the Market Stall and must make available to the Council or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

### **5 Council's Obligations**

**5.1** The Council agrees with the Licensee as set out in the Market Policy.



## **6     Termination**

- 6.1**     This licence will automatically terminate at the end of the Licence Period
- 6.2**     Without prejudice to the Council's rights in respect of any breach of the Licensee's obligations contained in this Licence the Rights are to end:
- 6.2.1**     Immediately on notice served by the Council at any time following any breach by the Licensee of any of the obligations contained in this Licence where the Council concludes in its absolute discretion that a Trader's inappropriate behaviour has been so bad that it harmed the character, nature or environment of the Market;
- 6.2.2**     Immediately following a second period of suspension of trading for 2-Trading Days in accordance with the Council's Enforcement Procedure
- 6.2.3**     At the expiry of not less than [28] days' notice given by either party to the other expiring at any time
- 6.2.4**     Immediately if the Council closes the Market or the part of it in which the Licensee is designated to trade on the grounds that it has been damaged by fire or some other cause or is in need of repair or other works that render it impracticable to keep it open PROVIDED THAT in the event of such occurrence the Council shall first consider whether it is practicable for the Licensee to be allocated a different stall within the Market or a different stall within another of the Charter Markets; and
- 6.2.5**     Immediately on notice served by the Council at any time following any of these events, namely:
- The Licensee being an individual becomes subject to a bankruptcy order or has an interim receiver appointed to his property; or
  - The company or limited liability partnership of the Licensee enters into liquidation whether compulsory or voluntary otherwise than for amalgamation or reconstruction of a solvent entity or enters into administrations or have a receiver appointed over all or any part of its assets; or
  - The Licensee enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors; or



- The Licensee becomes subject to any procedure for the taking of control of his goods by another

**6.3** Termination of this licence will not release the Licensee from its obligation to pay the Licence Fee and any other sums due under this Licence up to the termination date which for the avoidance of doubt may be recovered by the Council as a civil debt.

## **7. Breach of Licensee's obligations**

7.1 Notwithstanding clause 6.2.1 all and any breaches of the Licensee's obligations under this licence shall give rise to the implementation of the Enforcement Procedure.

7.2 Notwithstanding the Enforcement Procedure if the Council gives notice to the Licensee identifying a breach of the Licensee's obligations under this licence then the Licensee must immediately take all steps required to remedy that breach.

7.3 In the case of default the Council may take all steps properly required to remedy the breach notified to the Licensee, and all liability incurred by the Council will be recoverable from the Licensee as a debt

7.4 In the event of a breach of this Licence by the failure to pay licence fees at the start of each Trading Day or to pay fees due during a period of Unauthorised Absence on the first returning Trading Day the steps set out in the Enforcement Procedure shall be applied on a daily basis.

## **8. Exclusion of warranty as to use**

Nothing in this Licence is to imply or warrant that the Market Stall may lawfully be used or is physically or otherwise suitable for the exercise of the Rights

## **9. Exclusion of third party rights**

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it

## **10. Exclusion of Council's Liability**

**10.1** The Council is not to be liable for:

**10.1.1** The death of or injury to the Licensee or any Named Person exercising or purporting to exercise the Rights or for damage to any of his or their



property except where the death injury or damage is due to the negligence of the Council;

**10.1.2** Any other type of loss of damage howsoever arising

**10.2** The Council has no liability whatsoever for indirect or consequential loss.

**11 Notices**

All notices served by either party pursuant to the provisions of this Licence must be in writing and are to be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Council or Licensee specified in this Licence

**12 Licence to be personal**

**12.1** It is agreed that this Licence is personal to the Licensee

**12.2** The parties acknowledge that nothing in this Licence is to be construed as creating the relationship of landlord and tenant.

**13 No tenancy**

The Licensee acknowledges that this Licence does not confer a right of exclusive possession in respect of any part of the Market the Designated Area the designated Market Stall or any Market Stall. Nothing in this Licence is intended to create a tenancy and at the end of the Licence Period the Licensee will have no right to remain at or trade from the Market Designated Area or any Market Stall

**14 Disputes**

**14.1** Where there is a dispute between the Licensee and another trader in the Market concerning any merchandise sold or proposed to be sold by the Licensee from the Market Stall the Council may in its absolute discretion after affording the Licensee an opportunity to make such representations as he thinks fit decide what merchandise should or should not be offered for sale from the Market Stall and give directions accordingly.

**14.2** The Licensee must immediately observe and comply with and abide by any such directions for the remainder of the duration of this Licence.

**15 Interest on overdue payments**



If the Licence Fee or any other sum of money payable under the terms of this Licence remains unpaid for a period of 14 days from the due date the Licensee must pay interest to the Council on the amount outstanding at the rate of 4% a year above the base lending rate from time to time in force of Barclays Bank Plc.

-

**16     Limitation of liability**

The Council will not be liable to the Licensee or any other person for any damage or liability caused by any stoppage or defect in any plant or machinery or any interruption to services or Utilities serving the Market or the Designated Area or the Market Stall nor for any death of or injury to the Licensee nor for any damage to any property provided that nothing in this clause shall exclude or limit liability for death or personal injury caused by negligence

-

**17     Severance**

If any provision of this licence (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this licence shall not be affected

**AGREED by the parties on the date first before written**

Signed: .....

(By or on behalf of the Council)

Print Name .....

Signed: .....

(By the Licensee)

Print Name .....



**LICENCE AGREEMENT**  
**Single Day Occupation of a Market Stall**

**THIS LICENCE AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**NOW IT IS AGREED:**

2. **Joint and Several** Where the Licensee comprises more than one person the obligations and liabilities of that party under this Agreement shall be the joint and several obligations and liabilities of those persons.

3. **Licence**

The Council hereby permits the Licensee to occupy the Market Stall on the Market Day in consideration of the Licence fee payable to the Council on the Market Day and in further consideration of the obligations contained in clause 3. \_

4. **Licensee's Obligations**

The Licensee agrees with the Council:

- 3.1 to pay the Licence Fee to the Council on the Market Day without any deduction
- 3.2 to indemnify the Council against any and all rates taxes assessment duties charges imposition and outgoings which may be charged assessed or imposed upon the Market Stall or upon the owner or occupier of it including the costs of the electricity supply and electricity consumed in respect of the Market Day.
- 3.3 keep and maintain the Market Stall in a clean tidy and safe condition
- 3.4 comply with any directions given by police officers or by duly authorised officers of the Council.
- 3.5 at the end of the Market Day to deliver up the land upon which the Market Stall is situate to the Council in a clean and tidy condition to the satisfaction of the Council clear of rubbish.
- 3.6 to permit and allow the Council and all persons authorised by the Council to inspect the Market Stall at any reasonable time for the purpose of ascertaining whether the terms of this agreement have been complied with or for any other lawful purpose.
- 3.7 to use the Market Stall only for the sale of the Goods and to maintain an attractive display of the Goods.
- 3.8 to comply in all respects with the requirements of all statutes legislation and byelaws applicable to the Market and to health and safety and all other relevant legislation
- 3.9 Not to allow or permit:
  - 3.9.1 the use of the Market Stall for any other purpose than as a stall for the sale of the Goods
  - 3.9.2 the Market Stall to be open for trade other than at the Permitted Hours on the Market Day
  - 3.9.3 any alteration or addition to the structure or fittings of the Market Stall
  - 3.9.4 the playing of any amplified sound equipment of any description
  - 3.9.5 any disorderly conduct on or around the Market Stall
  - 3.9.6 any encroachment onto any other land of the Council or on any other part of the highway or the market with any stalls stands equipment vehicles or other things of any description
  - 3.9.7 any nuisance or any act or thing which may be or become a source of danger inconvenience nuisance or annoyance to the Council or to the owners or occupiers of any neighbouring property or to users of the highway.

4 **Assignment**

The benefit of this License is personal to the Licensee and not assignable and the licence granted under clause 2 may only be exercised by the Licensee and his employees



## 5 Indemnity and Insurance

The Licensee shall:

- 5.1 keep the Council fully indemnified against all costs claims expenses demands charges losses or liabilities of any description arising out of or in connection with this agreement
- 5.2 effect and maintain public liability insurance with an insurance company approved by the Council in the minimum sum of five million pounds and at the request of the Council to produce to the Council evidence of such a policy and of the payment of the premiums for it.

## 6 Determination

In the event the Licensee fails to observe and perform the obligations set out in this Licence the Council shall without prejudice to any other rights it might have be entitled at any time to terminate this licence immediately

## 7. Definitions

In this agreement:

<b>"the Council"</b>	Means <b>WALSALL METROPOLITAN BOROUGH COUNCIL</b> Civic Centre Darwall Street Walsall West Midlands WS1 1TP	
<b>"Goods"</b>	Means the following items:	[insert items permitted to be sold from the Market Stall]
<b>"Licensee"</b>	Means	[Insert name and address]
<b>"Licence Fee"</b>	means the sum of £	[insert fee]..
<b>"Market Day"</b>	Means	[insert date market is held].
<b>"Market Stall"</b>	means	[insert market stall number]

THE TERMS OF THIS LICENCE HAVE BEEN AGREED BY THE PARTIES HERETO:

SIGNED: ..... (Licensee)

NAME: ..... (Licensee)

DATE: .....

### Licence to Occupy

Catering Pitch CTX  
Walsall Town Centre Market



I agree to pay a Licence Fee for the use of land adjoining catering pitch CT for the placing of tables and chairs for use by customers of the catering pitch. The Licence Fee is £XX per Trading Day. I understand and accept that the Licence Fee is payable on any Trading Day that such tables are laid out for use.

I agree to abide by the conditions, detailed below in relation to the land adjoining the catering pitch CTX, which I have read and understood.

1. Tables and chairs may only be placed on the land identified on the Site Map set out at Appendix I of the Market Policy
2. A maximum of X tables are permitted
3. Tables must be no bigger than 1m in diameter
4. Only four chairs are permitted per table
5. Tables and chairs must be kept clean and litter free
6. Tables and chairs must be of satisfactory quality
7. Tables and chairs may only be placed within the designated area **not** to be placed elsewhere

I understand that any breach of the Market Policy or of this Catering Pitch Licence to Occupy may result in the implementation of the Enforcement Procedure. The Enforcement Procedure is set out in paragraph 15 of the Market Policy. The Appeals procedure is set out in paragraph 16 of the Market Policy.

LICENSEE (Full Name).....

SIGNED.....

DATED .....

---

DATE OF LICENCE.....

MARKET OFFICER .....

INSURANCE VERIFIED ☐ TRADER NUMBER .....

#### **Data Matching - Fair Processing Notice**

The information you provide on this form will be processed in accordance with the Data Protection Act 1998. Walsall Council is required by law to protect the public funds it manages. To do this we may use the information you give us assist in the prevention and detection of fraud and for other lawful purposes. On occasion we may also share information with other council services and other bodies responsible for auditing and administering public funds for these purposes. For more information see the [National Fraud Initiative - Level 2 Fair Processing Notice](#) available on the Council's website.



**Appendix G – Vacant Stall List** (to be provided at delivery stage)

**Walsall Town Centre Market**

<b>Monday</b>													

<b>Tuesday</b>													

<b>Wednesday</b>													

<b>Friday</b>													

<b>Saturday</b>													

**Bloxwich Town Centre Market**

<b>Tuesday</b>													

<b>Friday</b>													

<b>Saturday</b>													

**Willenhall Town Centre Market**

<b>Wednesday</b>													

<b>Friday</b>													

<b>Saturday</b>													



**Appendix H – Stall Waiting List / Storage Waiting List** (to be provided at delivery stage)

**Walsall Town Centre Market**

Market Stalls / Pitches

Name	Line of Goods	Trading Day	Stall/Pitch No	Date of Interest

Storage Facilities

Name	Line of Goods	Trading Day	Storage Unit	Date of Interest

**Bloxwich Market**

Market Stalls / Pitches

Name	Line of Goods	Trading Day	Stall/Pitch No	Date of Interest

Storage Facilities

Name	Line of Goods	Trading Day	Storage Unit	Date of Interest

**Willenhall Market**

Market Stalls / Pitches

Name	Line of Goods	Trading Day	Stall/Pitch No	Date of Interest



## Appendix I – Site Maps

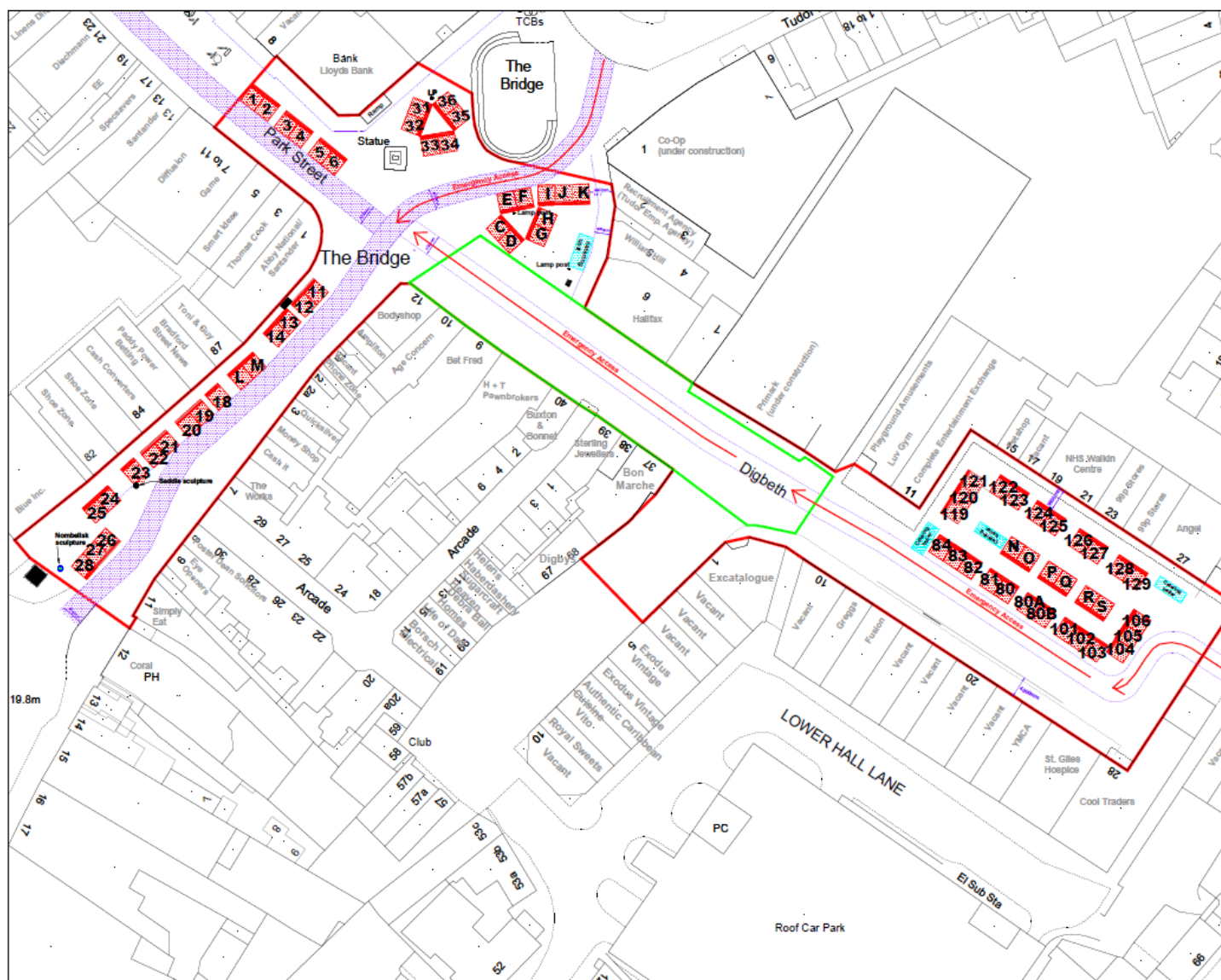


# WALSALL TOWN CENTRE PHASE 1 MARKET LOCATION PLAN



key:

- Phase 1 boundary
- Permanent Market Exclusion Zone
- Emergency access
- Stalls
- Food / Catering vehicles



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## REGENERATION - DEVELOPMENT & DELIVERY

PROJECT: Phase 1 Walsall Market Location Plan

LOCATION: Walsall Town Centre

DRAWING TITLE: Site Layout

SCALE: 1:500 @ A2 DATE: 24 July 2016

DRAWN BY: JG/ES Plan No: SK24072016



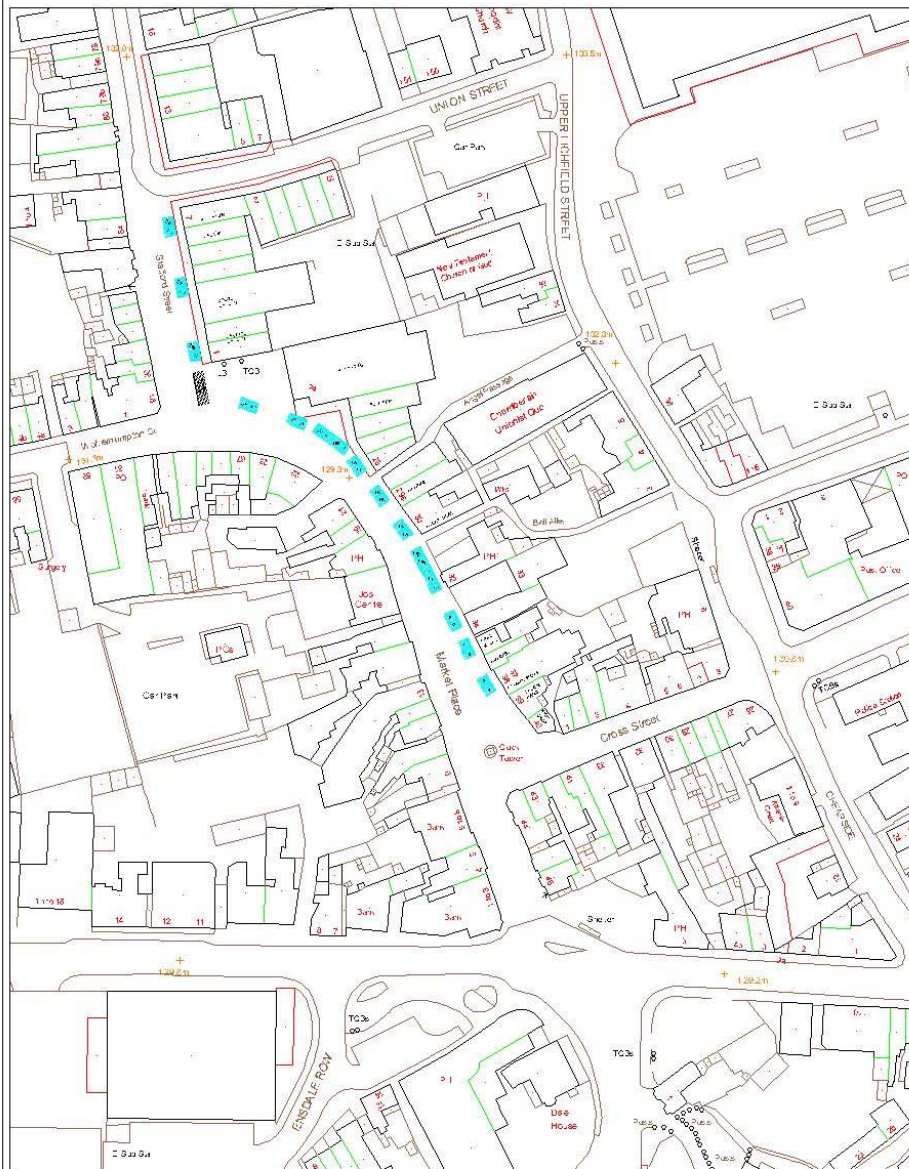
# WILLENHALL MARKET - FRIDAY & SATURDAY STALLS INDICATIVE LAYOUT

## APPENDIX 2



key:

- Stalls with boards
- Stalls without boards
- Catering Vehicle



Information has been reviewed and is correct as far as it is possible to be so. It is the user's responsibility to check the information against the relevant authorities and to ensure that it is up to date and correct.

### COORDINATE & ENVIRONMENT DEVELOPMENT & DELIVERY

PROJECT:	Willenhall Market
PROPOSER:	Willenhall Town Centre
DATE:	10/01/2018
BY:	J. JONES
FOR:	10/01/2018



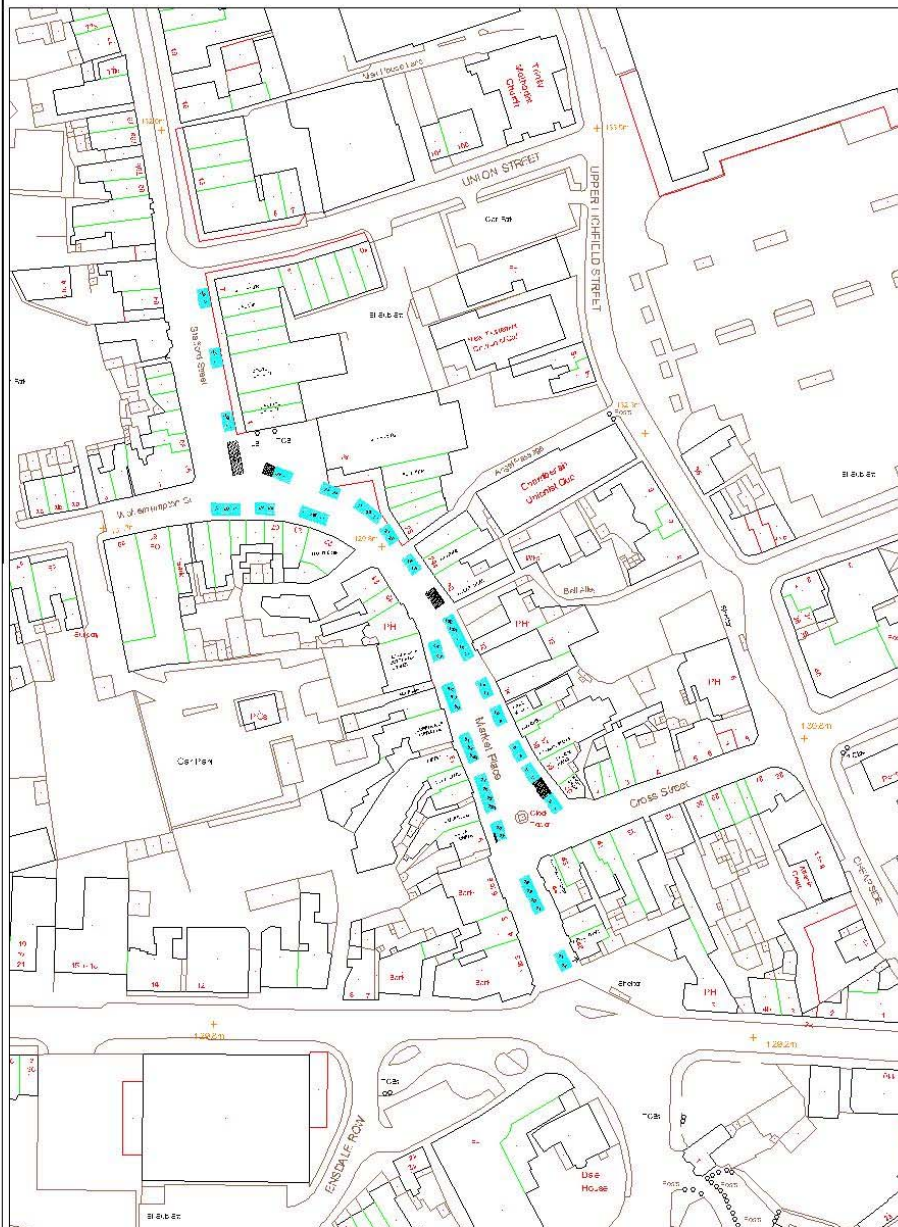
# WILLENHALL MARKET - WEDNESDAY STALLS INDICATIVE LAYOUT



key:

- Stalls with boards
- Stalls without boards
- Catering Vehicle

## APPENDIX1



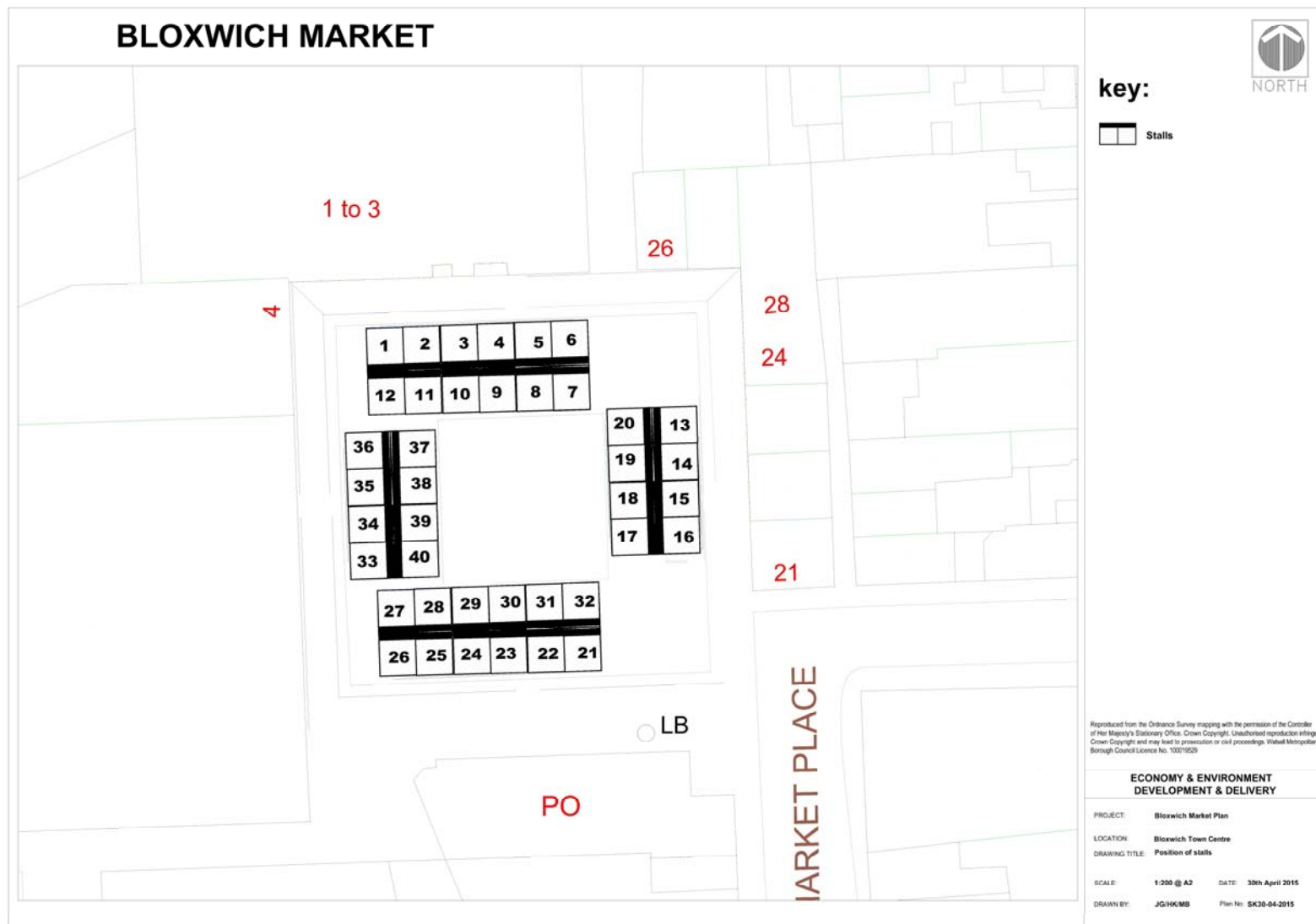
Important Note: The above layout is only a guide and is not intended to be used as a definitive plan. The layout is subject to change without notice and is not intended to be used as a definitive plan. The layout is subject to change without notice and is not intended to be used as a definitive plan.

### COORDINATE & ENVIRONMENT DEVELOPMENT & DELIVERY

PROJECT:	WILLENHALL MARKET
LOCATION:	WILLENHALL TOWN CENTRE
DATE:	15/01/2023
BY:	15/01/2023
FOR:	15/01/2023
REF:	15/01/2023
DATE:	15/01/2023
BY:	15/01/2023
FOR:	15/01/2023
REF:	15/01/2023



# BLOXWICH MARKET



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## ECONOMY & ENVIRONMENT DEVELOPMENT & DELIVERY

PROJECT: Bloxwich Market Plan

LOCATION: Bloxwich Town Centre

DRAWING TITLE: Position of stalls

SCALE: 1:200 @ A2 DATE: 30th April 2015

DRAWN BY: JG/HKMB Plan No: SK30-04-2015



## Appendix J – Maintenance Log

WALSALL MARKETS - MAINTENANCE AUDIT

[illegible]



	MONDAY		
	Comments	Initial	Time
Electric bollards in good working order			
Stalls - straight and in good working order			
Stall arms in tact			
Stall tables in good working order			



Canopies are free from damage			
Canopies are clean			



## **Appendix K – Encroachment Policy**

### **Encroachment Policy on Council run Walsall Town Centre Market**

Under the existing licence conditions, encroachments and the like are permitted at the market manager's discretion. This policy is supplemental to the licence and provides traders with:-

- Details of those encroachments that are permitted or restricted
- Pricing structure
- Details of spread-overs and pricing structure
- Provision of tables and chairs for catering pitches
- Management and enforcement procedures

#### **Encroachments – Front of Stalls**

All markets stalls in their current location can encroach 3ft at the front of each stall, free of charge, measured from the front leg of the stall structures with the exception of 10 stalls being stalls numbered 26, 27, 28, 31, 32, 35, C, D, E, and F where front encroachment is not permitted. A full list for each stall can be found in Appendix 1.

#### **Encroachments – Side and Rear of Stalls**

Please note that only certain stalls will be permitted to encroach to the side or rear and Appendix 1 provides details of permitted encroachments. Such encroachments will incur a fixed daily flat rate fee of £2.00 or £3.00 for each encroachment depending upon the site of the stall. Appendix 1 sets out the fees for each stall.

#### **Spread-over into Vacant Stalls**

Any trader that uses part or all of a vacant stall will pay the normal full rental charge for that stall regardless of the space utilised or the time the space was used.

Market traders **must** make use of the additional space **prior to the daily rental collection**. Market traders will not be permitted to use any additional space once the rent for that day has been collected. Any trader that carries out any additional encroachments once rents have been paid will be in breach of the Encroachment Policy and the Enforcement Procedure may be implemented.

#### **Management Procedure**

The Market Service staff will adhere to the encroachments shown in Appendix 1. However, this policy can and will be reviewed if there are any changes to the stall layouts due to further temporary moves to allow for works to be carried out for the permanent location of



the market. Furthermore, the Market Service may alter the policy from time to time, as considered necessary.

#### Enforcement of Encroachment Policy

Breaches of the Encroachment Policy will lead to the implementation of the Enforcement Procedure as set out in paragraph 15 of this Market Policy. The Appeals procedure is set out in paragraph 16 of this Market Policy.

#### Catering Pitches

The table set out in paragraph 12 of this Market Policy sets out the permitted number of tables and chairs per catering pitch.

The cost per table is £1.00 per table per day and forms part of the licence conditions and is payable on any day that the trader sets up regardless of the number of tables placed outside their vehicle. Each caterer must complete a Licence to Occupy Form (as set out below) and adhere to the conditions therein.

Breaches of this Market Policy in relation to catering pitches may lead to the implementation of the Enforcement Procedure, as set out in paragraph 15 of this Market Policy. The Appeals procedure is set out in paragraph 16 of this Market Policy.



Licence to Occupy

Catering Pitch CTX

Walsall Town Centre Market

I agree to pay a Licence Fee for the use of land adjoining catering pitch CTX for the placing of tables and chairs for use by customers of the catering pitch. The Licence Fee is £XX per Trading Day. I understand and accept that the Licence Fee is payable on any Trading Day that such tables are laid out for use.

I agree to abide by the conditions, detailed below in relation to the land adjoining the catering pitch CTX, which I have read and understood.

8. Tables and chairs may only be placed on the land identified on the Site Map set out at Appendix I of the Market Policy
9. A maximum of X tables are permitted
10. Tables must be no bigger than 1m in diameter
11. Only four chairs are permitted per table
12. Tables and chairs must be kept clean and litter free
13. Tables and chairs must be of satisfactory quality
14. Tables and chairs may only be placed within the designated area **not** to be placed elsewhere

I understand that any breach of the Market Policy or of this Catering Pitch Licence to Occupy may result in the implementation of the Enforcement Procedure. The Enforcement Procedure is set out in paragraph 15 of the Market Policy. The Appeals procedure is set out in paragraph 16 of the Market Policy.

LICENSEE (Full Name).....

SIGNED.....

DATED .....

DATE OF LICENCE.....

MARKET OFFICER .....

INSURANCE VERIFIED ☐ TRADER NUMBER .....

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List of Permitted Encroachments – Walsall Town Centre

Appendix 1

List of Permitted Encroachments

<b>Stall No. and location</b>	<b>Type of stall</b>	<b>Encroachment Front</b>	<b>Cost £</b>	<b>Encroachment Sides</b>	<b>Cost £</b>	<b>Encroachment Rear</b>	<b>Cost £</b>
1 Park Street	End Stall	3ft	Free	No	N/A	No	N/A
2 Park Street	End Stall	3ft	Free	No	N/A	No	N/A
3 Park Street	End Stall	3ft	Free	No	N/A	No	N/A
4 Park Street	End Stall	3ft	Free	No	N/A	No	N/A
5 Park Street	End Stall	3ft	Free	No	N/A	No	N/A
6 Park Street	End Stall	3ft	Free	2ft	£3.00	No	N/A
9 The Bridge	End Stall	3ft	Free	2ft	£3.00	No	N/A
10 The Bridge	End Stall	3ft	Free	2ft	£3.00	No	N/A
11 Bradford	End Stall	3ft	Free	2ft	£3.00	No	N/A
12 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
13 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
14 Bradford	End Stall	3ft	Free	2ft	£3.00	No	N/A
18 Bradford	End Stall (2 sided)	3ft	Free	2ft – right side of trading stall only	£3.00	No	N/A
19 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
20 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
21 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
22 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
23 Bradford	End Stall (2 sided)	3ft	Free	No	N/A	No	N/A
24 Bradford	End Stall	3ft	Free	2ft	£3.00	No	N/A
25 Bradford	End Stall	3ft	Free	No	N/A	No	N/A
26 Bradford	End Stall	No	N/A	2ft	£3.00	3ft	Free
27 Bradford	Middle Stall	No	N/A	N/A	N/A	3ft	Free
28 Bradford	End Stall	No	N/A	2ft	£3.00	3ft	Free



<b>Stall No. and location</b>	<b>Type of stall</b>	<b>Encroachment Front</b>	<b>Cost £</b>	<b>Encroachment Sides</b>	<b>Cost £</b>	<b>Encroachment Rear</b>	<b>Cost £</b>
31 The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
32 The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
33 The Bridge	End Stall	3ft	Free	No	N/A	No	N/A
34 The Bridge	End Stall	3ft	Free	2ft	£3.00	No	N/A
35 The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
36 The Bridge	End Stall	3ft	Free	2ft	£3.00	No	N/A
A The Bridge	End Stall	3ft	Free	2ft	£3.00	Yes	£3.00
B The Bridge	End Stall	3ft	Free	2ft	£3.00	Yes	£3.00
C The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
D The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
E The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
F The Bridge	End Stall	No	N/A	2ft	£3.00	No	N/A
G The Bridge	End Stall	3ft	Free	2ft	£3.00	No	N/A
H The Bridge	End Stall	3ft	Free	2ft	£3.00	No	N/A
I The Bridge	End Stall	3ft	Free	2ft	£3.00	Yes	£3.00
J The Bridge	Middle Stall	3ft	Free	N/A	N/A	Yes	£3.00
K The Bridge	End Stall	3ft	Free	2ft	£3.00	Yes	£3.00
80A Market Sq	End Stall	3ft	Free	No	N/A	2ft	£2.00
80B Market Sq	End Stall	3ft	Free	No	N/A	2ft	£2.00
80 Market Sq	End Stall	3ft	Free	No	N/A	2ft	£2.00
81 Market Sq	End Stall	3ft	Free	No	N/A	2ft	£2.00
82 Market Sq	End Stall	3ft	Free	No	N/A	2ft	£2.00
83 Market Sq	Middle Stall	3ft	Free	N/A	N/A	2ft	£2.00
84 Market Sq	End Stall	3ft	Free	2ft	£2.00	2ft	£2.00
101 Market Sq	End Stall	3ft	Free	No	N/A	2ft	£2.00
102 Market Sq	Middle Stall	3ft	Free	N/A	N/A	2ft	£2.00
103 Market Sq	End Stall	3ft	Free	2ft	£2.00	2ft	£2.00
104 Market Sq	End Stall	3ft	Free	2ft	£2.00	2ft	£2.00
<b>Stall No. and location</b>	<b>Type of stall</b>	<b>Encroachment Front</b>	<b>Cost £</b>	<b>Encroachment Sides</b>	<b>Cost £</b>	<b>Encroachment Rear</b>	<b>Cost £</b>



105 Market Sq	Middle Stall	3ft	Free	N/A	N/A	2ft	£2.00
106 Market Sq	End Stall	3ft	Free	2ft	£2.00	2ft	£2.00
119 Market Sq	End Stall	3ft	Free	2ft	£2.00	No	N/A
120 Market Sq	Middle Stall	3ft	Free	N/A	N/A	No	N/A
121 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
122 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
123 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
124 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
125 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
126 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
127 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
128 Market Sq	End Stall	3ft	Free	No	N/A	No	N/A
129 Market Sq	End Stall	3ft	Free	2ft	£2.00	No	N/A
N Market Sq	End Stall	3ft	Free	No	N/A	Yes	£2.00
O Market Sq	End Stall	3ft	Free	No	N/A	Yes	£2.00
P Market Sq	End Stall	3ft	Free	No	N/A	Yes	£2.00
Q Market Sq	End Stall	3ft	Free	No	N/A	Yes	£2.00
R Market Sq	End Stall	3ft	Free	No	N/A	Yes	£2.00
S Market Sq	End Stall	3ft	Free	No	N/A	Yes	£2.00

List Date: April 2015



## **Appendix L – Market Storage Provision**

Bloxwich Market	4 Warehouse Units (16ft x 8ft x 7ft) for Trader use Fee: £15.00 per week collected with licence fee Fee includes costs for utility provision
Walsall Market	2 x 20ft storage containers <b>each</b> at £831.00 annual rental charge and £333.45 annual utility costs 5 x 10ft storage containers <b>each</b> at £810.00 annual rental charge and £333.45 annual utility costs.

**Note: Any Trader wishing to make use of Market Storage Provision will be required to enter into a storage licence.**

### **Sample Storage Licence Agreement**

Tenancy at Will

Storage Site and Container Unit(s)

Newport Street, Walsall

THIS TENANCY AGREEMENT is made the       day of                      BETWEEN:

- 1       Walsall Metropolitan Borough Council of Civic Centre, Darwall Street, Walsall, WS1 1TP] ('the Landlord') and
- 2       [*name of tenant*][of [*address*] {or as appropriate the registered office of which is at [*address*]}][*Company Registration no* ] ('the Tenant')

NOW IT IS AGREED as follows:

#### **1       Definitions and interpretation**

In this agreement the following expressions have the meanings given in this clause.

##### **1.1       Gender and number**

Words importing one gender are to be construed as importing any other gender; words importing the singular are to be construed as importing the plural and vice versa.

##### **1.2       Headings**

The clause headings and the table of contents do not form part of this agreement and must not be taken into account in its construction or interpretation.



### **1.3 Interpretation of 'the Landlord' and 'the Tenant'**

The expressions 'the Landlord' and 'the Tenant' shall not include any successors in title or assigns of either party.

### **1.4 Joint and several liability**

Where any party comprises more than one person, the obligations and liabilities of that party under this agreement are to be joint and several obligations and liabilities of those persons.

### **1.5 Obligation not to permit or suffer**

Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

### **1.6 'The Permitted Use'**

'The Permitted Use' means the storage of items which are required in connection with the Tenant's business of a stall holder trading at Walsall Town Centre Market.

### **1.7 'The Premises'**

'The Premises' means all that storage unit                      situate on the piece of land in Newport Street Walsall

### **1.8 References to clauses**

Any reference in this agreement to any clause without further designation is to be construed as a reference to the clause of this agreement so numbered.

### **1.9 'The Rent'**

**The Rent' means the rent of £                      a month                      [which includes VAT and Business Rates]** but does not include electricity or any other services which may be laid to the Premises.

### **1.10 'The Tenancy'**

'The Tenancy' means the tenancy granted by this agreement.

### **1.11 'VAT'**

'VAT' means value added tax or any other tax of a similar nature.

## **2 Recitals**

The Tenant has entered into a Licence Agreement with the Landlord for a market stall at Walsall Market and the Tenant wishes to use the Premises for the storage of his trade goods and items

## **3 Tenancy at will**

The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this agreement the Tenant yielding and paying to the Landlord the Rent.

## **4 Rent**

### **4.1 Payment of rent**

The Rent is to be paid in advance without deduction on the first day in each month, the first payment, or a proportionate part in respect of the period from and including the date of this agreement to and including the last day of the month now current, to be made on the date of this agreement.



#### **4.2 Refund on termination**

On termination of the Tenancy, any rent previously paid in respect of any period falling after the date of termination must be repaid to the Tenant immediately.

#### **4.3 Periodic tenancy excluded**

Neither the payment of any rent, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the Tenancy to become, a periodic tenancy.

### **5 The tenant's obligations**

The Tenant agrees with the Landlord to observe and perform the requirements of clause 5.

#### **5.1 Payment of the Rent**

The Tenant must pay the Rent in accordance with clause 4.1 **PAYMENT OF RENT**.

#### **5.2 Outgoings**

The Tenant must pay, and indemnify the Landlord against, all existing and future rates, taxes, assessments, duties, charges, impositions and outgoings of an annual or other periodically recurring nature and insurance premiums paid by the Landlord in respect of the Premises during the currency of the Tenancy apportioned on a time basis if necessary by the Landlord's surveyor for the time being.

##### **Interest**

If and whenever the Tenant fails to pay the Rent or any other money due under this agreement on the due date, the Tenant must pay to the Landlord interest on the Rent or other money as the case may be at the rate of 4 % per year above the base rate from time to time of Barclays Bank plc from the date on which the payment is due to the date of payment, both before and after any judgment.

#### **5.3 Repair**

The Tenant must keep the Premises in repair and in good order and keep the bins clean and tidy and free of infestation. The Tenant will not store pallets or cages outside the storage containers.

#### **5.4 Alterations**

The Tenant must not make any alteration or addition whatsoever either to the exterior or the interior of the Premises unless consent in writing from the Landlord is obtained.

#### **5.5 Return of the Premises**

The Tenant must return the Premises in the state required by this agreement on determination of this agreement, and immediately thereafter **and** notwithstanding termination of this agreement clear away all rubbish and make good any damage to the Premises caused by the Tenant, his agents and invitees.

#### **5.6 Use**

The Tenant must not use the Premises or any part of them otherwise than for the Permitted Use and will not use the Premises for the storage and must not use the Premises for the following purposes:

Combustible or flammable or hazardous liquid or material

Living creatures

Firearms of any description explosives, weapons or ammunition (and the Landlord's decision as to what constitute any of these articles shall be final)

Chemicals, radioactive materials biological agents



Toxic waste or materials of a dangerous nature

Any illegal substances or goods which are or could be associated with illegal substances

Or any items which in the Landlord opinion is not associated with the Tenant's business on the market stall

#### **5.7 Nuisance**

The Tenant must not cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers.

#### **5.8 Disposal**

The Tenant must not hold the Premises on trust for another and must not assign, sublet, charge, part with the possession of, or otherwise dispose of the Premises or any part of the Premises.

#### **5.9 Occupation**

The Tenant must not permit the Premises or any part of the Premises to be occupied or used by any person other than the Tenant and the Tenant's employees.

#### **5.10 Entry**

The Tenant must allow the Landlord, and all persons authorised by the Landlord, to enter the Premises at any reasonable time to ascertain whether the terms of this agreement have been complied with.

### **6 Indemnity**

The Tenant agrees at all times to indemnify the Landlord against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising through any default in compliance with this agreement or arising from any other act or default of the Tenant its agents or invitees.

### **7 Declarations**

The parties agree and declare as set out in this clause 7.

#### **7.1 Determination**

This agreement is to be determined immediately:

- 7.1.1 by any demand for possession of the Premises made by or on behalf of the Landlord, or
- 7.1.2 without prejudice to any subsisting obligation of the Tenant imposed by this agreement by any delivery of possession by the Tenant to the Landlord, or
- 7.1.3 the Tenancy being personal to the parties, by the death or dissolution of either party or by any disposition or purported disposition of the interest of either party whether voluntary or otherwise.

#### **7.2 Exclusion of warranty as to use**

The Landlord does not imply or warrant that the Premises may be used for the purpose authorised by this agreement or any other purpose.

#### **7.3 Electricity**

In the event that the storage containers are modified for the supply of electricity the Tenant must

- 7.3.1 pay for the supply of the electricity
- 7.3.2 must maintain full health and safety measures in relation to electrical items/appliances



7.3.3 insure against any damage caused by the electrical items / appliances

**7.4 Security**

7.4.1 The gates should be kept locked at all times unless while in use by the Tenant or other users of the site ,who are authorised by the Landlord,

7.4.2 A key to the site will be handed to the Tenant on the signing of this agreement or within a reasonable time of the signing of this agreement. The Tenant must keep the key safe until such time as this agreement ends when the key must be returned

7.4.3 If the key is lost stolen or broken the Tenant must reimburse the Landlord for a new key and new lock if deemed necessary

Signed by the Landlord in the presence

Authorised signatory

Signed by the Tenant in the presence of

WITNESS NAME

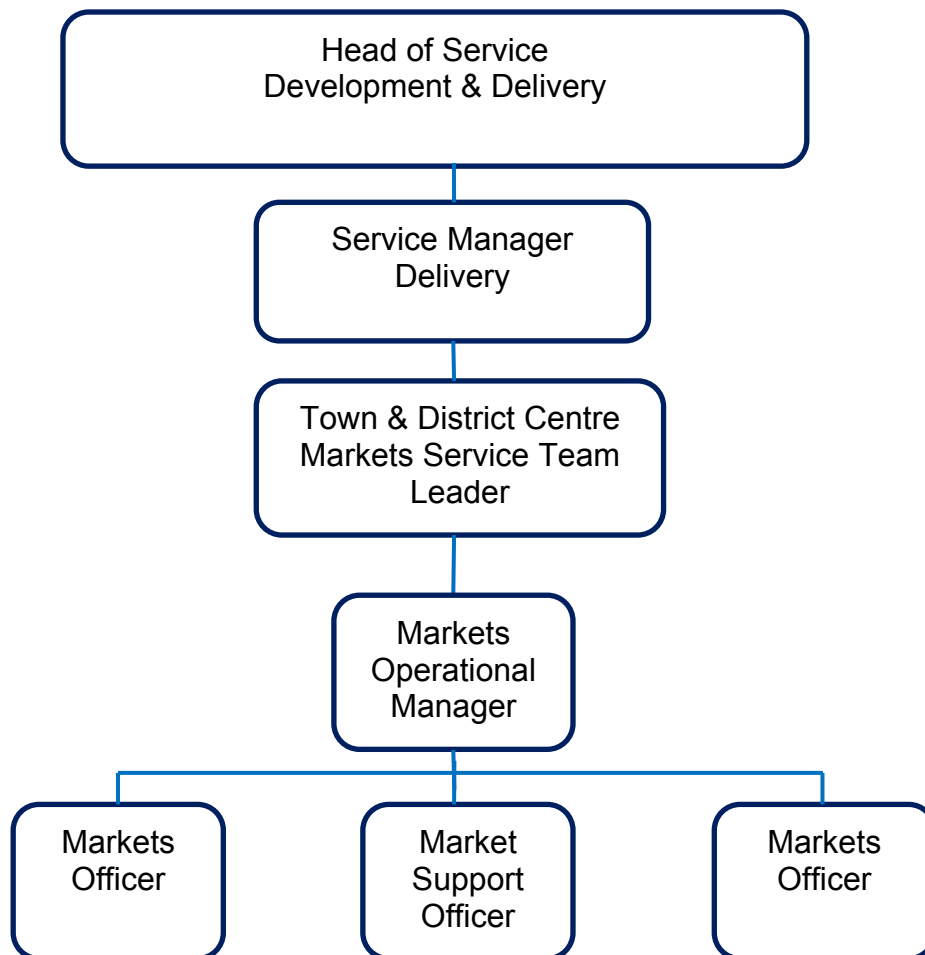
ADDRESS

SIGN NAME



## **Appendix M – Market Service Structure**

Development & Delivery: Town, District Centres and Market Structure





## **Appendix N – Useful Contacts /Information**

### **Contact the Market Staff**

Walsall Market Office Civic Centre Darwall Street Walsall WS1 1TP	Tel: 01922 652300 Email: <a href="mailto:marketsadmin@walsall.gov.uk">marketsadmin@walsall.gov.uk</a>
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Market Officers:     Mick Baxter   -     07939 095863   michael.[baxter@walsall.gov.uk](mailto:baxter@walsall.gov.uk)  
                                 Ian Rowley   -     07939 095787     ian.[rowley@walsall.gov.uk](mailto:rowley@walsall.gov.uk)

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### **Contact the National Market Traders Federation**

National Market Traders Federation Hampton House Hawshaw lane Hoyland Barnsley S74 0HA	Tel: 01226 749 021 Email: <a href="mailto:genoffice@nmtf.co.uk">genoffice@nmtf.co.uk</a> Website <a href="http://www.nmtf.co.uk">www.nmtf.co.uk</a>
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### **Contact National Association of British Market Authorities**

Nabma The Guildhall Oswestry Shropshire SY11 1PZZ	Tel: 01691 680713 Email: <a href="mailto:nabma@nabma.com">nabma@nabma.com</a> Website <a href="http://www.nabma.com">www.nabma.com</a>
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### **Contact the Licensing Unit**

Licensing Unit Regulatory Services Walsall Council Civic Centre Darwall Street Walsall WS1 1TP	Tel: 01922 653050 Email: <a href="mailto:licensing@walsall.gov.uk">licensing@walsall.gov.uk</a> Website: <a href="http://www.walsall.gov.uk">www.walsall.gov.uk</a>
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### Contact the Government Ombudsman

Local Government Ombudsman P.O. Box 4771 Coventry CV4 0EH	Telephone 0300 061 0614 or 0845 602 1983
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To make an electronic complaint to the Ombudsman, visit the web site [www.lgo.org.uk](http://www.lgo.org.uk) and use the online form [www.lgo.org.uk/making-a-complaint](http://www.lgo.org.uk/making-a-complaint).

### Contact Parking Services

Parking Enforcement Office Council House Lichfield Street Walsall WS1 1UZ	Telephone 01922 652433 Email: <a href="mailto:carparks@walsall.gov.uk">carparks@walsall.gov.uk</a> Website: <a href="http://www.walsall.gov.uk">www.walsall.gov.uk</a>
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### Contact the Markets Service for Car Boot Information

Walsall Market Office 2 <sup>nd</sup> Floor, Civic Centre Darwall Street Walsall WS1 1TP	Tel: 01922 652300 Email: <a href="mailto:marketsadmin@walsall.gov.uk">marketsadmin@walsall.gov.uk</a>  You can also make a <a href="#">car boot sale application online</a>
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### Smoke Free England Information

For further information around smoke free environments please contact:

Environmental Health Civic Centre Darwall Street Walsall WS1 1TP	Telephone 01922 653020 Email <a href="mailto:environmentalhealth@walsall.gov.uk">environmentalhealth@walsall.gov.uk</a>
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### Car Parks and Car Parking Charges

For further information around the location of our council run car parks, charges and information on permits please contact

Parking Enforcement Office Council House	Telephone 01922 652433 Fax 01922 652675
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Lichfield Street Walsall WS1 1UZ	Email <a href="mailto:carparks@walsall.gov.uk">carparks@walsall.gov.uk</a>
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You can also access information using the following link:-

[http://cms.walsall.gov.uk/index/transport and streets/motor vehicles roads and parking/parking services.htm](http://cms.walsall.gov.uk/index/transport%20and%20streets/motor%20vehicles%20roads%20and%20parking/parking%20services.htm)

### **Food Safety**

For further information around food safety please contact:-

Environmental Health Civic Centre Darwall Street Walsall WS1 1TP	Telephone 01922 653020 Fax 01922 653070 Email <a href="mailto:environmentalhealth@walsall.gov.uk">environmentalhealth@walsall.gov.uk</a>
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You can also access information using the following link:-

[http://cms.walsall.gov.uk/index/business/food safety.htm](http://cms.walsall.gov.uk/index/business/food_safety.htm)

### **PAT Testing**

For further information around PAT testing please contact:-

Health & Safety Executive (HSE)	Telephone 0300 0031747
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You can also access information using the following link:-

<http://www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm>



## Appendix B

### **Market Policy Consultation with Market Traders - Response to Trader Questions - September 2015**

<b><u>Question</u></b>	<b><u>Answer</u></b>
<b>Regular Trader Holiday Quota</b>	
<ul style="list-style-type: none"> <li>We are concerned with the reduced holiday quota to 6 days and are worried as despite them being self employed they still need a break and use holiday quota when they cannot get stock or are ill. <ul style="list-style-type: none"> <li>Suggest 4 weeks holiday with 4 emergency days for regular traders only</li> <li>At least 6 weeks' holiday is needed</li> <li>We need at least 8 weeks</li> <li>6 – 8 weeks to cover unexpected events etc</li> </ul> </li> <li>Spread the cost of the free days over the year so a lower regular fee is charged</li> </ul>	<p>Traders are recommended to propose an alternative. WC will carry out an audit of holidays taken over the last 2 years.</p> <p>From reviewing holiday taken by market traders from 2013/14 and 2014/15 the average holiday taken was 3.9 days for Walsall with the most being 4.4 on a Wednesday; 2.8 for Bloxwich with the most being 3.8 on a Tuesday and 2.6 for Willenhall with the most being 3.9 on a Wednesday.</p> <p>The Council has taken on board traders' concerns around the original quota and has amended the policy to show that regular traders will benefit from 4 days per trading day within the 12 month period.</p> <p>Traders are entitled to take 4 days per trading day as holiday. Traders cannot trade if holiday is taken. If the Council spread the cost over 12 months some traders would be trading on leave dates and this is against the Policy rules.</p>
<b>Stall Allocation</b>	
Do regular market traders have to re-apply for their stall each year	No, they will simply renew their licence and we have amended the Policy to make this clearer.
<b>Casual Traders</b>	
<ul style="list-style-type: none"> <li>Casual traders come when they want but they should be signed up</li> <li>When will the casual law come into effect?</li> <li>When can casual traders opt to have a regular licence?</li> </ul>	<p>In order to comply with the European Services Directive we cannot 'force' traders to sign up. The ESD regulates and stipulates provisions in relation to the freedom to trade and therefore has a direct impact on the granting of licences to trade from market stalls</p> <p>The ESD came into effect in 2009 as did the Provision of Services Regulations 2009</p> <p>There is no requirement for a person to trade on a Casual Licence before applying for a Regular Trader's Licence. A person who wishes to apply</p>



<ul style="list-style-type: none"> <li>• Increase casual trader fees by £20 - £30</li> </ul>	<p>for a Regular Trader's Licence may apply at any time, regardless of whether they have previously traded on a Walsall Market under a Casual Trading Licence. We cannot prevent a person from applying for a Regular Trader's licence, or require them to do so many days as a Casual Trader first as it would be to deny someone the freedom to trade.</p> <p>Under the Provision of Services Regulations 2009 it is deemed unlawful to use fees as a way of restricting trade. Any additional fees must be reasonable. Therefore, the additional £10 for Walsall and £5.00 for Bloxwich and Willenhall will remain. We do, however, incentivise casual traders to sign up because of the following benefits:-</p> <ul style="list-style-type: none"> <li>• Reduced fees</li> <li>• Guarantee of a market stall</li> <li>• Guarantee of the same market stall</li> <li>• Holiday entitlement</li> <li>• Option to apply for storage</li> <li>• Trader can set up early – casual traders cannot start setting up until 7.15am at Walsall and 7.30 at Willenhall and 8.30 at Bloxwich</li> </ul>
<b>Regular Traders</b>	
<ul style="list-style-type: none"> <li>• The markets need more traders selling quality goods</li> </ul>	<p>It is anticipated that the policy will help improve the markets and attract new quality traders. In addition when Walsall has a new market the Council believes it will attract new quality market traders to add value to our existing offer.</p>
<b>Policy</b>	
<ul style="list-style-type: none"> <li>• Named people should not be included on the licence as this increases the chances of the licence being sold on</li> <li>• Families should be able to pass on licence</li> <li>• Consideration should be given to traders who cannot trade due to merchants being closed</li> <li>• Traders name and contact number or email should be displayed on the stalls</li> </ul>	<p>Noted – this has been reduced to one</p> <p>Notes – this is reflected in the Policy</p> <p>The Market Policy aims to be fair to all market traders. In such circumstances, traders may use their holiday entitlement.</p> <p>Noted – this is reflected in the Policy</p>



Management of Markets	
<ul style="list-style-type: none"> <li>• Need more support and encouragement from management</li> <li>• Management need to treat traders equally</li> <li>• Casual traders are not being managed fairly</li> <li>• Casual traders are being given stalls by regular traders selling the same goods</li> <li>• Market vehicles are still on site at 9.15am</li> <li>• No market service presence on market after fee collection particularly on a Saturday</li> </ul>	<p>The market service has recently undergone a service redesign resulting in officers being shifted around to meet trader needs and those of the service. We are also looking to improve our paper based fee collection system which will free up more time for officers to be out on site at the markets.</p> <p>The draft Market Policy sets out what traders can expect from management and traders can refer back to the Policy if they feel decisions have been made inappropriately.</p> <p>The draft Market Policy sets out clearly how casual traders will be managed.</p> <p>The current climate determines whether we have a balanced market or not. The market service will do everything possible to prevent traders standing next to each other selling the same goods / produce.</p> <p>The draft Market Policy sets out the times for vehicles and if these are not adhered to then the enforcement procedure within the Policy will take effect.</p> <p>See comment above.</p>
Encroachments	
<ul style="list-style-type: none"> <li>• The encroachment fees should be removed</li> </ul>	<p>Many traders wish to utilise additional space which sit outside the market stalls. A fee was introduced as part of the Encroachment Procedures to allow market staff to manage encroachments effectively. If the fee was removed, encroachment would become a problem on the market with some traders exploiting their remit which could cause safety issues and impact on the free flow of pedestrians.</p>
Licence Fees	
<ul style="list-style-type: none"> <li>• If regular casual traders are paying higher fees then can regular traders have their fees reduced?</li> <li>• Can you increase the charges to</li> </ul>	<p>A request from the MTA at Walsall has already put in a request for reduced rents which is being reviewed. Currently, the markets are not meeting the required income targets and we are looking at ways in which we can reduce overheads including reviewing the trade waste management policy.</p> <p>A trade waste review is anticipated in the near</p>



<p>those traders who have excessive waste?</p> <ul style="list-style-type: none"> <li>• Can you extend the 'kipper period' from January to March in each year?</li> <li>• Reduce licence fees now <ul style="list-style-type: none"> <li>◦ Reduce by £10.00</li> </ul> </li> <li>• Extend kipper period for 12 weeks. If traders work 8 out of 12 they get 50% credit</li> </ul>	<p>future and this may be considered as part of the review.</p> <p>A number of options has been drafted alongside the request for reduced rents and these options are currently being considered</p>
<b>Sickness Absence</b>	
<ul style="list-style-type: none"> <li>• Will you look at sickness on a case by case basis?</li> </ul>	<p>Noted – amended Policy</p>
<b>Trading Hours</b>	
<ul style="list-style-type: none"> <li>• Can trading hours be reduced during the winter to 8.30am to 4.00pm at Walsall Town Centre?</li> </ul>	<p>Unfortunately, there is a traffic regulation order (TRO) in place that prohibits vehicular access between the hours of 10.00am and 5.00pm. The main reason behind these timings is to protect the public in those areas which are for pedestrians. Therefore, it is extremely unlikely that the Highway Authority would amend the TRO due to the health and safety risks to the public.</p>
<b>AOB</b>	
<p><u>Promotion</u> We were promised that the market would be promoted on the radio, with banners and posters on buses – what has been done?</p>	<p>Banners have been put up in all three town centres and are still up. Markets have been promoted through district centre shopping leaflets delivered to homes, schools, businesses and community centres. A further Walsall town centre brochure is being drafted which will include promotion of Walsall market.</p>
<p><u>Security</u> Traders want more of a police presence to address drug dealers and alcoholics</p>	<p>Police are aware but are also coping with budget constraints. As part of the market redesign we are recruiting a security officer to help patrol Walsall Market.</p>
<p><u>Litter</u> The town centre should be littered picked more often – it's a mess The stalls are often covered in sick / urine after NTE – this needs addressing The drains need cleaning as they smell really bad</p>	<p>Clean &amp; Green are responding to the Council's budget restraints but have recently reinstated a dedicated litter picker to Walsall Town Centre. The gutters of the town centre tend to be cleaned once a year. The market area has now been included in that maintenance regime and the gutters will be cleaned shortly.</p>



<u>Car Parking</u> Car parking should be provided for market traders	Walsall town centre has sufficient car parking facilities to allow traders to park safely although the Council's Policy is to charge for town centre parking which includes Council employees. Parking in the district centres is currently free and again there is sufficient car parking available.
<u>Toilet Provision</u> Provide toilet provision	This comment will be taken into consideration around the design of the new market and storage facilities.
<u>Electricity</u> Electrical supply needs bigger breakers	Noted.
<u>Exclusion Zone</u> Why can't stalls be put back by Primark?	
<u>Bloxwich</u> Roof needs lowering and leaks fixed and guttering cleaned and colour of roof should change.  Slabs in the middle of market need repairing  Market needs cleaning at the beginning of the day  Traders bringing on vehicles too early  Bollard on entrance needs reinstating	We are awaiting a quotation to have the roof replaced.  This has been highlighted to highways maintenance colleagues for repair  Vehicles will be monitored on an ad hoc basis. Under the new market policy anyone who fails to adhere to the regulations will result in the implementation of the enforcement policy.  The reinstatement of the bollards has been signposted to colleagues in highways maintenance