
BARNSLEY MARKETS

VALUE · QUALITY · TRADITION

Conditions of Stall Letting

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www.barnsley.gov.uk/services/markets/barnsley-market/

Contents

“Council” means Barnsley Metropolitan Borough Council and includes any person appointed by or acting on behalf of the Council for the purposes of any function under the provisions of these conditions.

“Barnsley” means the Borough of Barnsley.

“Licence” means an agreement between the Council.

“Licence Fee” means the daily fee payable for the use of the relevant space by the Trader which is set by reference to the Council’s published Fees and Charges.

“Markets” includes any market or marketplace within Barnsley which is run by the Council.

“Market Day” means any day on which a Market is held and any other days where designated by the Council.

“Market Manager” means such person appointed by the Council from time to time for the purposes of managing the operations of the Market.

“Space” means any area occupied by a stall, gazebo, or table.

“Trader” shall mean any person authorised by the Council, whether by Licence or Permit, to occupy Space on Barnsley’s Markets.

1. General conditions

- 1.1 Trader status is confirmed in writing in the form of a Licence. By signing the Licence, the Trader is agreeing to comply with these Conditions which may from time to time be amended.
- 1.2 The Licence entitles the Trader to sell only the goods specified. Traders can apply to the Council, in writing, to sell additional goods. Permission will not be unreasonably withheld.
- 1.3 The Licence can be terminated by either party providing one weeks' notice in writing.
- 1.4 The Council shall make all reasonable efforts to ensure Traders are able to occupy the space they are licenced for however, from time to time, Traders may be moved, if necessary, without notice. The Council will not be liable to offer the Trader compensation for any loss sustained directly or indirectly from this.
- 1.5 The Licence will specify the Space the Trader can use and they should use every endeavour not to expand beyond this. Any trader spreading beyond the Licenced Space will be asked to remove their stock or charged for the additional space.
- 1.6 Traders must ensure that any insurance policies required by the Council are up to date for the duration of the Licence agreement. A public liability insurance policy for a minimum of £5 million is required.
- 1.7 Licence Fee's will be collected on each trading day and all payments must be made by card. No cash payments will be accepted. Any debt accrued due to non-attendance must be paid on the first day back at the Market. Failure to pay will be accepted as termination of Licence unless otherwise agreed with the Council.
- 1.8 Traders' property including goods, vehicles, equipment etc is the responsibility of the Trader. The Council accepts no responsibility for any loss or damage from any cause whatsoever.
- 1.9 The Council may ban any goods from the Market at any time if it is in the best interests of the Market or general public. The Council will not be held liable for any loss sustained directly or indirectly whatsoever.
- 1.10 The Council reserve the right to review all fees at any time.
- 1.11 Traders must adhere to all reasonable requests made in addition to these Conditions.

2. Attendance at Markets

- 2.1 Traders shall stock the space they are licenced for adequately and must be open for business during the trading hours as specified by the Council from time to time. The Market times are as follows:
 - Barnsley Outdoor Market – 08:30 to 16:30
 - Hoyland Market – 08:30 to 15:00
 - Wombwell Market – 08:30 to 15:00
 - Goldthorpe Market – 08:30 to 15:00
 - Penistone Market – 08:30 to 14:00
- 2.2 Traders should follow reasonable instructions from the Council regarding arrival times at each Market.
- 2.3 Any space not occupied by 08:00 may be allocated at the Councils discretion to adjacent traders or casual traders.
- 2.4 No space will be held for Traders after the start of trading hours unless Traders have notified the Council that they are unavoidably delayed. Absences not notified in advance of the start of trading will result in the full Licence Fee for that day being charged.

- 2.5 Traders must abide by the loading and unloading regulations in place at each Market. Vehicles should be removed, to the location they will remain at during trading hours, as soon as possible.
- 2.6 Traders shall be permitted to take two days for each Licence they hold as holiday without the need to pay the Licence Fee subject to the following conditions:
 - The Trader must have held a Licence for at least six months.
 - The Trader must give prior notice in writing to the Council.
 - Holiday days can only be used on the Market that the Licence is associated with and cannot be transferred to other Barnsley Markets.
- 2.7 Traders absent from the Market due to illness will be charged the full Licence Fee. Upon production of a suitable medical certificate this will be reduced to a 50% charge.
- 2.8 Traders who are suffering a serious illness, or protracted period of sickness, and are consequently unable to attend the Market, will be expected to notify the Council as soon as is reasonably practical. Each case will be reviewed on an individual basis.
- 2.9 A Trader who does not attend the Market for two consecutive weeks without notifying the Council shall have their Licence terminated.
- 2.10 If the Market is cancelled in advance due to severe weather conditions no Licence Fee will be charged.
- 2.11 Adverse weather conditions constitute any conditions which create unsafe or hazardous conditions. The responsibility lies with the Council to deem the area safe for trading.
- 2.12 It is at Council discretion whether Licence Fees will be charged if the Market is abandoned at any point in the day, due to unsafe conditions.
3. Space Allocation
- 3.1 Spaces that become vacant by termination of a Licence will be let as follows:
 - A) By transfer, offered to Traders with a Licence. Length of service and goods sold will be taken into consideration if applications are received from more than one Licenced Trader.
 - B) As additional space to Licenced Traders wishing to expand their business to an adjoining space in the same block.
 - C) To Casual Traders subject to length of service and goods sold.
- 3.2 Space will only be allocated in the order as specified in point 3.1.
- 3.3 The sub-letting of Space is strictly prohibited. Licenced Traders may not transfer their Licence without the permission of the Council.
- 3.4 Each Market Day will be treated separately and applications to transfer or allocate Space should be made for each trading day the Trader stands.
- 3.5 Traders who accrued over ten years continued trading on the Market, shall be permitted to nominate a successor to take over the Space. Successors shall include family or persons with an already existing interest in the business. The Council will not withhold permission to transfer unreasonably. The following conditions will apply:
 - The nominated successor shall only sell the goods specified on the existing Licence unless consent to add additional lines is given by the Council.
 - Length of service will not transfer with the Licence for the Space.
- 3.6 The Council reserve the right to control the balance of goods sold on the Market at its own discretion. The balance of goods will be decided based on location, customer base and surrounding businesses. Each Market Day will be considered separately.
- 3.7 Space that is vacant due to trader absence can be let to an adjacent trader as additional space on the Market Day. Licence fees will be charged for Licenced

Space plus the additional space in use regardless of whether all the Space is being used.

4. Use of Space and Market Equipment

- 4.1 Equipment provided by the Council for use within the Licenced Space will be dependent on the Market. Equipment may include but is not limited to:
- Gazebos and associated accessories
 - Parasols and associated accessories
 - Tables
 - Lighting
- 4.2 Only the Council or their authorised representatives can alter the position or nature of the equipment, or affix any additional equipment unless permission is otherwise granted by the Council.
- 4.3 Traders must ensure that all equipment is returned at the end of each Market Day and is in the same condition in which it was provided. Any damage should be reported to the Council immediately and costs of repair or replacement may be charged to the Trader.
- 4.4 A Trader shall not add or alter the electric wiring or fittings provided by the Council. Traders must ask permission before using to power any electrical items not provided by the Council. Any such items must be PAT tested and evidence provided.
- 4.5 No Trader will be permitted to use any electric fire, oil, solid fuel, or gas heaters unless required for businesses purposes and permission must first be given by the Council.
- 4.6 Traders shall not play any music except where permission has been given by the Council. Traders are responsible for holding any licences required to play music if permission is given and must ensure that volumes are kept at a reasonable level.
- 4.7 Traders are responsible for always keeping the area in and around the stall clean and tidy and must dispose of their rubbish at the end of the day.
- 4.8 No stall, vehicle or stand etc will be allowed to remain on non-Market Days.

5. Compliance and Conduct

- 5.1 Traders shall have no claim against the Council for any loss, injury or damage sustained through fire, theft, or other cause whatsoever, nor shall they have claim for compensation on the termination of their Licence.
- 5.2 Traders or persons employed by them shall not engage in conduct deemed to cause nuisance, harassment or distress to others.
- 5.3 All Traders must act in a professional manner when dealing with Council staff and follow any reasonable requests in keeping with these Conditions.
- 5.4 The Council have the right to terminate a Licence with immediate effect if a Trader or their employees is found to:
- Behave in a way that the Council believes amounts to serious misconduct.
 - Are convicted of any offence under Acts, Regulations or Orders pertaining to your business which you are required to adhere to.

6. Grievance Procedures and Disciplinary Action – see Appendix 1

Appendix 1

TRADER COMPLIANCE PROCEDURE

Barnsley Council, as the owner of the market has a responsibility for ensuring that the market is run in a proper and efficient manner for the benefit of all users of it. This includes customers, visitors, traders etc, and this procedure attempts to assist in this aim.

This procedure is designed to deal with allegations of breaches of the licence conditions and/or Market Regulations in force from time to time and its purpose is to ensure that such allegations are dealt with promptly and fairly.

Disciplinary Procedure.

Any breach of the rules, regulations, terms of agreement or instructions applicable to the markets or any misconduct by a trader or agent in the course of trade shall be regarded by the Barnsley Council as a disciplinary matter.

Minor disciplinary matters will normally be dealt with by the market officers at the individual market who may if he/she thinks it necessary, administer a verbal reprimand and record that verbal warning. All such matters will be recorded by the market officer and the trader advised of this action.

Persistent Failure to Comply - Suspension

Persistent disregard for any of the rules, regulations, instructions, terms of agreement or byelaws will normally be dealt with by the market manager and warning letters may be issued. Where however the trader persistently continues to show disregard for the rules, regulation terms of agreement or byelaws the Market Manager may also consider suspending a trader. In this case the Market Manager must make such a recommendation to the Group Leader setting out the nature of the alleged offences, in writing, supported by documentary evidence from the records and recommending suspension from trade for a period not exceeding two weeks.

Prior to recommending suspension the market manager, as a final attempt to ensure a traders compliance, will bring the matter to the attention of a Traders Representative, and advise both parties on the likely course of action if offending trader still fails to comply.

Any trader who is advised of a suspension will have the right to appeal to the Group Leader and such appeal must be made in writing no later than 7 days after notification. Within 7 working days of receipt of notice of appeal the Group Leader or nominated officer in their absence shall consider the allegations made and shall be entitled to seek other submissions or representations whether verbal or in writing from such persons as he shall think fit and shall then be entitled either to confirm the decision or to allow the appeal and dismiss the allegation or to substitute such lesser penalty as befits the offence. On receipt of a written appeal, suspension will be held over until the appeal is determined. The appeal will be determined within 30 days of receipt of the appeal letter. The penalty determined will be effective from the first market day thereafter.

If a trader on return to the market following a period of suspension continues to fail to comply with the rules, regulations, instructions or bye-laws then the disciplinary procedure applicable to other offences will commence at the final warning stage.

All charges due for the period of suspension must be paid in full.

General Disciplinary Matters.

Other breaches of discipline shall be dealt with by the market manager to who will investigate the matter, and if requested, arrange a meeting with the trader concerned (who may be accompanied by a representative of his/her choice). The Market Manager may also arrange to hear from any other persons with relevant knowledge of the alleged offence or incident and may also arrange for such other persons as considered necessary to be present during the meeting or any part thereof.

The Market Manager will have the authority to issue warning letters up to the final written warning stage.

The Disciplinary matter may be determined in any one of the following ways: -

- a) Dismiss the allegations entirely
- b) Give a verbal warning.
- c) Give a formal written warning.
- d) Suspend the trader.
- e) Terminate the trader's agreement to trade at the Market.

In cases of gross misconduct or persistent failure to comply, offences of breaches of discipline will normally be dealt with in the following manner: -

Verbal Warning –The verbal warning will be noted on the traders record for a period of 12 months, if immediate action is not taken to rectify the issue or if there is a subsequent breach a first written warning will be issued. Issued by the Market Officer detailing the contravention.

- a) First written warning – Issued within 12 months of the verbal warning and is held on the traders record for 12 months. Issued by Market Officer and authorised by the Market Manager.
- b) Final written warning – Following the final written warning stage should a further breach be identified within the next 12 months the license may be terminated with immediate effect. Issued by Market Manager. Appeal to Group Leader
- c) Termination of licence notice – investigated and presented by Market Manager – Issued by Market Manager and authorised by Group Leader. Appeals to be heard by Head of Service

Barnsley COUNCIL will ensure that a proper record is kept of any action taken where a trader is given any formal warning or is suspended or has their agreement to work with us terminated and shall, within seven working days after any such decision is taken, provide a written notice of the decision setting out the circumstances to the trader and representative.

Gross Misconduct-Suspension

Any trader who directly or indirectly is involved in or has influenced any incident which in the opinion of the market officer constitutes gross misconduct or where other users of the market are placed in danger will be suspended from trading at the market until an investigation has been completed.

Upon completion of the investigation in accordance with the terms and provisions of these rules any trader deemed to be guilty of gross misconduct and/or endangering other users of the market may have their agreement to trade at event/markets operated by Barnsley COUNCIL terminated immediately. Alternatively, a conditional final written warning may be issued which will lead to instant termination of agreement if the trader is in breach of any rules, regulation, terms of agreement or instructions in the future without recourse to appeal.

Refusal to pay any market related charges applicable to the trader's use of the facilities will be deemed gross misconduct and will result in permission to trade with Barnsley COUNCIL being terminated without recourse to appeal.

Appeals Procedure.

In any case where a trader has been suspended or had their agreement to trade with Barnsley Council terminated for gross misconduct and/or endangering other users of the market, such decision shall remain effective, notwithstanding that a right of appeal given thereunder remains to be exercised or such appeal remains to be determined.

In any other case the suspension or termination after a final written warning shall be held over until either the time for giving notice of appeal has expired and no appeal has been lodged or an appeal lodged within the time limit has been considered and determined.

Except where a trader has been suspended for persistent failure to comply, any trader who has been suspended or had their agreement to trade with Barnsley Council terminated, may within seven days after receiving such notice enter a Notice of Appeal against the decision. The Appeal notice shall set out in writing such submissions as the appellant wishes to make and indicate whether or not he/she wishes to be represented at the appeal hearing.

The Appeal will be to Head of Service and will take place within 30 working days of receipt of the Appeal notice.

The Notice of appeal together with the relevant submissions shall be collated by the Market Manager who shall arrange for a written report of the complaint, the submissions made during the investigation of the complaint, and a copy of the decision and any steps taken in the implementation thereof to be presented to the Appeals Panel within seven working days of receipt of the Appeal notice. On receipt of the Notice of appeal the Barnsley Council will as soon as possible notify the appellant of the date, time and venue of the Appeal.

On the date of the Appeal the Panel shall consider all the allegations made and shall be entitled to seek such other submissions or representations whether orally or in writing from such other persons as they think fit and will decide to either uphold or reject the Appeal and also to substitute any lesser penalty they deem suitable.

Once all the relevant information and submissions have been made to the Appeals Panel all parties (including all those giving evidence) MUST withdraw in order that the Panel can consider the appeal impartially.

The decision of the Appeal Panel shall be final and binding on all parties.

Barnsley Council would welcome the attendance of a representative of the appellant and/or of the National Market Traders Federation but it is incumbent on the appellant to arrange this and notify Barnsley Council of the details of who will be representing him/her at least 3 days prior to the hearing.

Grievance Procedure.

Any trader who may feel that they have a grievance or do not agree with the requests and/or instructions of the market staff should in the first instance comply with the initial request/instruction and then make formal complaint to the Market Manager who shall

investigate such grievances or complaints and who will notify the trader in writing of his/her decision within ten working days.

All grievances and complaints should be addressed to:-

Market Manager
c/o Barnsley Market
The Glass Works
Barnsley
S70 1GW

Email to markets@barnsley.gov.uk

In all cases correspondence will be acknowledged and the proposed course of action outlined within seven working days of its receipt.

This procedure is in line with the policies of Barnsley Council at the time of printing, but the Barnsley Council reserve the right to introduce any amendments (additions as well as deletions) it feels necessary for the well running and general management of its market activities.

Any such amendments will be notified either in writing by way of a standard letter or email.