



Halton Borough Council **Market Protocols**

Section 1 Market Regulations



Version : September 2022

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1. Introduction

It is in the interests of the Council and stallholders that the Markets operate effectively and provide a safe, comfortable, and appealing environment in which the public can enjoy a positive shopping experience.

These regulations support this aim and provide traders with a framework within which the Council will operate its markets. However, it has to be recognised that this document cannot cover every set of circumstances that may arise during the day to day operation of the markets. As a consequence they should not be treated as an exhaustive or definitive list of all possible situations in which the Council may be required to exercise proper authority in the discharge of its functions. As such, this document will be subject to periodic review and assessment.

Equally, this document is intended to provide a guide for both traders and officers of the Council in respect of roles and responsibilities for the smooth running of the markets.

This section is one of a suite of documents which form the Council's Market Protocols, and should be read in conjunction with the Market Charging Policy, Market Protocols Section 2- Contravention of Regulations Procedures, Traders Tenancy at Will and/or Traders licenses.

Nothing in this Market Protocols Section 1 Regulations confers or purports to confer on any third party any benefit or any right to enforce any term of this Contravention of Regulations document.

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Retail Market Regulations

The following regulations apply to the management of all indoor and outdoor retail market stalls and spaces operated or owned by Halton Borough Council. The regulations will be subject to regular periodic review and existing traders will be provided with updated copies once they have been approved by the Delegated Person for the Executive Board.

2. Trader Registration

All traders on any of Halton Borough Council's retail markets must be registered with Halton Borough Council. To register traders must complete the 'Market Trader Application Form' and produce three pieces of identification and proof of Public Liability Insurance (insured for the sum of £5 million) - further details available on the application form

Traders must provide written confirmation to the Council of any changes in information previously provided to the Council within 7 calendar days of such changes occurring.

3. Eligibility to Rent Stalls

a. INDOOR Market Hall

All applications to rent stalls within the indoor Market Hall should be made to the Widnes Market office.

Where an application is for a product or service which is not currently offered on the market, then a decision relating to whether this product can be sold/offered on the market can be 'fast tracked' enabling a decision to be made within one week.

In order to protect existing businesses within the Market Hall from new traders taking away Christmas trade, between 1st November and 31st December new stalls will not be approved to trade, and current traders cannot request new commodities be added to their existing business during this period.

Where an application is successful, the following pieces of identification will need to be provided by the applicant before they can commence trading. This includes:

- public liability insurance (insured to the sum of £5 million)
- three pieces of identification to include:-
 - a bank statement showing the applicant's name and address, along with account number and sort code (which will be used on the Direct Debit form)
 - one item with photo ID
 - one item of identification showing the applicant's national insurance number,
- evidence of a traders eligibility to work in the U.K. will also be required.

If the trader intends to employ persons to assist with the day to day running of their stall they will need to provide evidence of Employers Liability Insurance.

Applicants will be required to sign a Tenancy at Will which will set out the terms and conditions of the agreement and will list the commodities and/or services that they have been permitted to sell/offer from their stall.

For all new applications rent invoices are payable by Direct Debit with no exceptions. Applicants will be required to complete a Direct Debit form with valid bank account details. Failure to pay invoices via Direct Debit will result in the Tenancy being terminated.

All current traders not on Direct Debit will be asked to complete a Direct Debit form with valid bank account details, with no exceptions.

Whilst all rent invoices are issued on standard HBC paper which lists 6 ways to pay the invoice - this does not apply to Widnes Market rents which are payable by Direct Debit only.

Traders who cancel Direct Debit forms at their bank, or if there are insufficient funds in their bank account, will be issued with a written warning for each month this occurs

Halton Borough Council reserves the right to bring in charges for rent invoices not paid on time. This will be the current interest base rate plus 1%, with an additional administration fee of £100.00 per monthly invoice not paid on time.

b. OUTDOOR Market - either on a REGULAR or CASUAL basis

All applications to rent stalls on the outdoor Market are to be made to the Widnes Market office. Where an application is successful, the following pieces of identification will need to be provided by the applicant before they can commence trading. This includes:

- public liability insurance (insured to the sum of £5 million)
- three pieces of identification to include:-
 - one item with the name and home address of the applicant dated within the past 3 months
 - one item with photo ID
 - one item of identification showing the applicant's national insurance number.
- evidence of a traders eligibility to work in the U.K. will also be required.

If the trader intends to employ persons to assist with the day to day running of their stall they will need to provide evidence of Employers Liability Insurance.

Stalls can only be booked once a traders commodities have been approved.

Outdoor traders will be required to stay open for business until 3pm on each outdoor market trading day.

c. Allocation of stalls on OUTDOOR Market to REGULAR or CASUAL traders

The site or size of the stall or space allocated to a regular trader shall be at the absolute discretion of Halton Borough Council. The allocation of a stall or space is personal to the trader who shall not assign, transfer, share or part with the stall or space allocated. To be clear, sub-letting stalls or space is forbidden and, if proven, will lead to disciplinary proceedings being taken. The trader may, however, employ other persons to assist them with the day to day operation of the business. Traders should be aware that they remain wholly liable for the operation of the space or stall and the conduct of all those assisting with its operation.

The trader shall only trade from the stall or space allocated and at the prescribed times, and must not trade from any other stall or space unless expressly permitted to do so by Halton Borough Council. All goods, items, display units, tables etc must be placed within the stall boundary and not encroach into walkways.

Halton Borough Council reserves the right to relocate a regular trader to another position on the outdoor market in event of holding special markets, and the regular trader is expected to comply with this instruction, or it may jeopardise their future trading at Widnes Market.

Halton Borough Council reserves the right not to allocate a stall or space to a casual trader if, in the opinion of the Market Management team, to do so would disrupt the balance of trade on the market.

Casual traders can be moved to another stall at the discretion of the Market Management team, and the casual trader is expected to comply with this instruction, or it may jeopardise their future trading at Widnes Market.

d. General

Where traders on either the indoor or outdoor Market intend to sell or make products which are bound by Environmental Health regulations, Food Standards Agency regulations, Trading Standards regulations or other regulatory bodies, approval must be obtained by the Trader from the appropriate body prior to being able to commence trading, and evidence must be provided to the Market office of same.

No stalls on the indoor or outdoor market will be rented to claims management companies i.e. businesses that handle claims for compensation in relation to personal injury, financial products/services (such as mis-sold payment protection insurance), employment matters, criminal injuries, industrial injuries, disablement benefit and housing disrepair.

If a trader terminates their Tenancy At Will/License and then reapplies to trade within a 24 month period, their application will not be approved.

The Market Management team reserves the right to refuse any application to trade at Widnes Market.

4. Outdoor Market Stall / Space Charges

Weekly stall charges and all other weekly charges levied against Regular Traders shall be due on the last working market day of each week, (Saturday) and must be paid on demand.

From 1st August 2021 payments for rent charges will only be accepted via a card payment from the trader. Cash will no longer be accepted after 1st August 2021. Any trader not willing to pay for rent charges via a card payment will not be allowed to trade after 1st August 2021.

All other charges must be paid on receipt of the account or by the date shown.

Charges in connection with Casual Traders must be paid on a daily basis, and in any case not later than 12:00 noon. From 1st August 2021 payment will be via a card payment machine. Cash will not be accepted as payment for stall rent charges after 1st August 2021.

Halton Borough Council reserves the right to amend its charges as necessary, and will provide traders with 28 calendar days notice of any changes to its charges.

5. Sale and Storage of Goods

For all approved indoor or outdoor traders, only those goods specified in the Tenancy at Will or Licence may be sold and/or displayed. For casual traders only those goods agreed on their trading application form may be sold, or displayed. However traders may apply in writing to change the type of goods sold. Written approval from the Market Management team must be obtained to change the type of goods sold. Additional commodities will not be approved between 1st November and 31st December.

The trader must keep the stall or space well stocked with goods throughout the trading day, and not begin to remove goods for sale before the closing time of the market.

Traders must have a clear sign on their stall stating the details of their returns policy so the customer is aware when purchasing any goods.

Other than in locked stalls or spaces, no trader shall leave or deposit in the market any goods, packages, equipment, or vehicles after the closing time of the market.

Stalls must be vacated no later than 45 minutes after the official closing time of the market, unless express written permission has been granted by Halton Borough Council

6. Flea and Collectors Market

New Flea market traders will be asked to provide proof of address and Public Liability Insurance up to a value of £5 million before they can commence trading.

On receipt of these, Flea market traders will be issued with an annual licence which will be renewed on receipt of upto date Public Liability Insurance each year.

Flea market traders will be allocated a stall/stalls which they will use for the duration of their annual licence. All goods for sale must be placed within the boundary of their allocated stalls and not be placed in the walkways.

From 1st August 2021 payment will be taken via card machine on entrance to the market in the morning before the traders set their stalls up, cash will not be accepted as rent payment after 1st August 2021.

All goods offered for sale on Halton Borough Council "flea" markets must be second-hand i.e. they must have been sold by retail on a previous occasion.

Flea market traders must remain open until at least 1pm on each flea market day, and cannot remove goods for sale before 1pm.

7. Request to Amend Commodity lists

Any request to amend a commodity list or to make an enquiry into commodities, must be emailed to the Market Management team on markets@halton.gov.uk

Verbal requests will not be actioned.

Requests will be assessed on a regular basis by the Market Management team, following which the trader will be notified of the outcome of their request in writing. This decision is final.

New Traders can only apply to add commodities to their original list after a period of 3 months from the start of their Tenancy.

In order to protect traders Christmas trade, additional commodity requests will not be approved between 1st November and 31st December.

8. Hours of Opening

The markets shall be open for trading during the prescribed times, details of which shall be clearly displayed at each market location.

It is the traders responsibility to keep their allocated stall or space open for the sale of goods during the hours of opening.

Halton Borough Council reserves the right to amend the opening hours, close or alter the layout of any part of the market or close and stop the sales from any stall or space at any time without being liable for any loss sustained by the trader,

directly or indirectly, if it is considered in the best interest of the market or the general public.

Traders can access the indoor market from 7am on trading days to restock, access will be via the entrance by Middlehurst's/Aspinall's which will have a member of security present. No other market entrance doors will be opened before 9am.

Traders are to operate their business in accordance with the Market opening times, ensuring they have goods on display for sale until the market closing time. Ad hoc monitoring will be carried out and if attendance levels becomes unacceptable, the trader will be requested to attend a meeting to discuss the future of their tenancy/licence.

9. Encroachment (building out)

All items including goods, display cabinets, tables, fridges/freezers, boxes etc shall only be displayed within the boundary of each stall and the trader must conduct business from within the perimeter of that stall.

Items are not to be placed in the walkways or aisles outside the traders stall boundary.

Items are not to be hung lower than 6ft from the ground outside their stall, which includes goods and signage, eg. A Boards.

Traders will be issued with a written warning if they place items outside the boundary of their stall, no more verbal warnings will be issued.

Traders are not permitted to display or hang their goods in front of vacant units or use these units for storage purposes.

Market management reserves the right to remove goods displayed or deposited beyond the above limits which, in the opinion of the authorised officer, are causing a nuisance, obstruction or hazard. The goods shall be either placed within the boundary of the stall or removed. The Council reserves the right to dispose of perishable goods which are deposited beyond the boundary of the stall.

Goods and equipment must not be placed on or hung from the stall roof or from supports or other fixtures unless provision has been made by Halton Borough Council specifically for that purpose.

No stall or space shall be altered or extended in any way without the consent of the Market office.

No trader shall erect any canopy other than one approved, by Halton Borough Council. All clips used to secure sheeting must be suitable and provide sufficient and secure anchorage.

10. Conduct of the Trader

The trader, and their employees, shall at all times conduct their business in an honest, civil and businesslike manner, without causing nuisance, obstruction or interference in any way with the general public or with the business of any other trader or retailer, and in compliance with instructions given by Halton Borough Council or the emergency services.

Traders, and their employees, must speak to other traders, staff members and the public in an acceptable manner. Raised voices, use of offensive or inappropriate language, sexual harassment and aggression will not be tolerated and will lead to appropriate action being taken.

Traders are responsible for the conduct of their employees. Any traders employees acting in an unacceptable manner will lead to appropriate action being taken against the trader.

Bullying of any form will not be tolerated. This includes outdoor traders refusing to give up outdoor stalls which they are encroaching on and not paying for which have been allocated to another trader, also existing traders making new traders feel unwelcome.

Traders also have the right to expect staff to speak to them in an appropriate manner. Should a trader feel that a member of staff has not acted appropriately, they should follow the process outlined in item 13.

The consumption of illegal drugs on Market premises is not allowed, and any trader found doing so will be subject to suspension. Market premises includes within stall premises, public and first floor toilet areas and traders mess areas.

If any trader or their employees are found to be consuming illegal drugs on Market premises they will be removed from site and not allowed to return.

Alcohol may only be consumed on Market premises within authorised licensed areas.

The stall or space must only be used for the purpose of the buying, selling or displaying of authorised goods. The Council will not authorise the sale of legal highs. From time to time the Council may introduce specific requirements in relation to particular goods and services which go beyond existing legal

requirements. For example e-cigarettes must not be sold to anybody under the age of 18 – the stallholder must ask for proof of identification from anybody that appears to be under 18

No trader shall use any stall or space for pitching, except where stalls or spaces have been reserved by Halton Borough Council for this purpose.

All traders must comply with all statutory and other legal requirements, both civil and criminal, in particular those relating to consumer goods and services, traffic regulations, the supply of counterfeit goods, compliance with age restricted sales requirements and the employment of children.

All traders must ensure that they do not infect HBC social media sites with any virus or other malware (malicious software) from infected web or social media sites. Traders must not disclose confidential information via social media or post comments that may damage the reputation of Halton Borough Council or its Officers.

All accidents, disputes, thefts, disorderly conduct, goods lost or found and damage to stalls shall be reported to Halton Borough Council as soon as practicable, and in any event within forty eight hours.

All traders are responsible for the conduct of their employees and assistants in relation to these regulations. Failure by a trader to deal with notified contraventions of the regulations by their staff will result in disciplinary action being taken against the trader.

All traders shall take all reasonable steps to ensure the safety of members of the public, their employees, assistants and other traders.

All traders and all attending the market shall observe and comply with the instructions and requirements of Halton Borough Council in securing the proper management of the market.

11. Body Worn Cameras (body cams)

Market Security will wear body cams at all times while on duty, at times the Market Management team will also wear body cams.

Body Cams can collect valuable evidence for use in criminal prosecutions, ensure market staff act with integrity and transparency and potentially provides objective evidence of controversial events. It offers protection for both the public and market staff.

Body Cam recordings will not be retained where there is no clear evidence of an offence, unless some other good reason exists for their retention.

Body cams will not be routinely switched on, security and staff will only activate the recording if a potential incident occurs. At the commencement of any recording the user should, where practicable, make a verbal announcement to indicate the fact that the recording has been activated and the reason why.

Images will not be stored for longer than is necessary, and the Security staff will not have access to the footage. Only the Market Management team will be able to access footage, and if deemed necessary the footage will be provided to the Police.

When used effectively Body Cams can promote public reassurance, capture best evidence, modify behaviour, prevent harm and deter people from committing crime and anti-social behaviour. By the introduction of this type of technology, the devices themselves are able to record exactly what happened, what was said and when, in an indisputable format.

12. Complaints Handling Procedure

Halton Borough Council has a corporate complaints procedure.

We aim to ensure Market Traders and customers are satisfied with the services and staff within our markets, but inevitably, there may be occasions when you are less than satisfied about something we do, or the service we provide. If this should be the case you have the right to make a complaint.

How do I make a complaint and who do I complain to?

a. Informal stage

First of all, contact the staff providing the service that you wish to complain about. In most instances, the people closest to the situation can deal quickly with the problem, hence you should contact the Market office with your complaint in the first instance.

If you are not satisfied with the response you receive from the Market office you should contact senior management with responsibility for the Market, the officer to be contacted is :-

- Catherine Haworth, Technical Support and Property Manager.
Email : catherine.haworth@halton.gov.uk

The intention of this process is to allow staff in the market office and with responsibility for the Market to give a satisfactory explanation of its action or a chance to put matters right.

b. Formal Stage

If a trader is unhappy with the response following the informal stage above and feel that the complaint has not been settled, then a formal complaint can be made via Halton Borough Council's Corporate Complaint procedure, using the link below where the corporate complaints procedure and form can be downloaded, with instructions on where to send the completed complaints form.

<https://www3.halton.gov.uk/Pages/councildemocracy/Contact-Us.aspx>

13. Contravention of Regulations

Details relating to the disciplinary process is contained in the Council's Code of Conduct (Markets) – and Contravention of Regulations Procedures.

Disciplinary action shall be taken against traders for contravention of the regulations. This may result in the trader being suspended from the market and, ultimately, the agreement to occupy a stall or space being terminated. Further details of this can be found in Section Two - Contravention of Regulations.

14. Trader's Stall Cleanliness

It is the traders responsibility to keep the stall or space they rent in a clean and tidy condition, and to ensure that any customer who comes into their stall adhere to any social distancing rules which may be prevalent at that time.

On indoor markets, the stall includes all associated fixtures and fittings including doors, windows, shutters, partitioning and fascia boards.

15. Refuse Disposal

Food traders shall comply with any specific requirements relating to the storage and disposal of waste and the cleaning of premises particularly in relation to public health and hygiene regulations.

All traders are responsible for putting their waste in the correct trade bins outside and not in any other location, including the wall bins which are for use by members of the public only.

Fly tipping will not be tolerated. Traders are not allowed to bring waste from home or elsewhere to be placed in the market bins.

Trade waste from fitting out stalls should also not be placed in the market bins and should be removed from the market by the tenant and disposed of elsewhere.

Bulky items such as leftover stock and palettes along with items such as batteries and fluorescent light tubes cannot be disposed of in the market bins and should be taken off site for disposal by the trader.

Traders who do not place their rubbish in the trade waste bins outside and are consistently told about this will be issued with a warning notice.

If a trader continually brings in waste from home or leaves waste following a stall fit out and does not remove this from site, a skip will be ordered and the costs will be recharged direct to that trader.

16. Name Signs on Stalls

The name of the trader shall be displayed in legible characters on a board of adequate size in clear sight whilst the stall or space is occupied. In the case of indoor market stalls the trading name must be displayed on the fascia board in a clear and unobstructed manner, and all fascia signs must be approved by Halton Borough Council.

17. Fixtures and Fittings

The driving of nails or screws into stall boards or other fittings, and the use or attachment of anything likely to cause damage to stall boards or other fittings is strictly prohibited.

The cost of repairing or making good any damage caused by the trader, to stalls or fittings or other market property, shall be charged to the trader unless the trader can provide sufficient evidence that the damage was not caused by the trader, or their employees or assistants.

No alterations are to be made to any part of the stall without the prior written approval of Halton Borough Council.

The majority of traders own their own stall shutters and it is their responsibility to ensure these are serviced regularly. The Council is not responsible for servicing or replacement of shutters owned by the traders.

On certain stalls the Council owns the shutters and regular servicing will be organised and traders must give access to the stalls to allow the servicing to be carried out. If traders do not give access to the stall or has display units/goods in

front of the motors which they will not remove and thus prevents servicing, the shutters will be removed from the stall and it will be the traders responsibility to replace the shutters at their own cost. It is a health and safety requirement to service the shutters and access must be made available on request.

All traders are responsible for ensuring all electrical items within their stall are switched off at the end of each trading day (this does not include fridges or freezers).

18. Electricity and Heating

No person, unless authorised by Halton Borough Council shall interfere with or alter the electric wiring or standard lighting to stalls.

No heating apparatus shall be used unless prior approval has been obtained in writing from Halton Borough Council.

Maximum power levels, as determined by Halton Borough Council must not be exceeded.

All traders are responsible for ensuring that any electrical goods or equipment they provide for use on the stall or space is compliant with all relevant legislation including portable application testing (PAT) on an annual basis.

19. Traders Vehicles/Car Park behind Outdoor Market

Traders or suppliers vehicles are not allowed on the outdoor market for unloading/loading goods. These vehicles should be parked in an appropriate parking bay within the car park behind the outdoor market.

The serving of customers shall not be allowed from vehicles parked in the car park behind the outdoor market.

Traders vehicles must not be parked on surrounding roadways, service roads or loading bays.

Traders are able to use the car park behind the outdoor market, this is on a first come first served basis, and are to park in designated parking bays only.

Traders can only access the car park behind the outdoor market using a fob to open the barrier. Fobs can be purchased from the market office at a cost of £40.00. This is refundable if the trader leaves the market and returns the fob.

Traders are only allowed to purchase one fob, unless the business is a partnership, and the trader is responsible for their fob as lost fobs will not be replaced, and access to the car park behind the outdoor market will no longer be allowed. If a fob breaks a replacement will be provided on receipt of the broken fob at no charge.

Traders who will not purchase a fob will not be allowed entry to the car park behind the outdoor market.

All traders are to enter and exit the car park in accordance with the Highway Code, which is to drive on the left hand side. Traders are not to exit the car park via the entrance road – unless specified to do so by the Market Management team if barrier or road maintenance works are to be carried out.

Traders are responsible for their suppliers delivering goods to the market, and car park access will be given. However, if suppliers vehicles cause any damage to the car park or barrier future access for the supplier will be denied and the trader will have to make alternative arrangements for delivery of goods.

All traders shall comply with the speed limits specified on the market.

Access for emergency services must be maintained at all times on the market.

20. Public Liability Indemnity

All traders shall indemnify the Halton Borough Council from all claims, damage, loss, expenses and costs however so caused including, without limitation, those resulting from any explosion, fire, accident or injury to any person or property which may arise as a result of or in connection with the occupation or use of any stalls or spaces by the trader.

All traders shall maintain an insurance policy with a reputable insurer, to a minimum of £5 million cover against third party and public liability. The trader shall provide evidence of the insurance cover to an authorised officer on an annual basis, failure to provide the information will effect your tenancy or license.

21. Storage Containers

The trader shall be responsible for all goods stored in the storage containers and shall ensure that they are appropriately insured.

Access to and from the storage containers must not be obstructed during the loading and unloading periods specified above.

Traders must not store any hazardous or flammable liquids in the storage containers.

The size of all storage containers will be determined by the designated Council Officer depending on space availability within the car park behind the outdoor market.

22. Dogs/Pets

Traders are not allowed to have their dogs (apart from guide dogs) or pets in their stalls during the market opening hours.

The pet stalls are allowed to have customers bring in their pets for collar/harness fittings.

23. Smoking/Vapes

Smoking or the use of vapes is not allowed on market premises, which includes the indoor market, public areas, toilets, outdoor market and the car park behind the outdoor market. This includes both traders and customers.

Smokers must leave the perimeter of Widnes Market.

24. Termination

Any Tenancy at Will may be determined at any time. If, however, the Tenant is complying with the terms of the Tenancy 28 days notice in writing will be given to the Trader stating the Councils intentions.

Any License may be determined at any time. If, however, the Licensee is complying with the terms of the license 7 days notice in writing will be given to the Trader stating the Councils intentions.

Any trader who accumulates Tenancy arrears of more than two months may have their agreement terminated and the stall or space will be re-allocated, with any outstanding arrears referred to appropriate agencies for recovery.

Any trader who accumulates License arrears of more than two weeks may have their agreement terminated and the stall or space will be re-allocated, with any outstanding arrears referred to appropriate agencies for recovery.

Failure to attend and trade at the stall or space throughout a period of two consecutive weeks for license holder and 1 month for Tenancy at Will holders from the date of the last attendance, without good reason being shown, shall result in the withdrawal of the licensed stall or space immediately and without further notice.

Nothing contained in these regulations is to be taken to relieve or excuse the trader, or their assistants and employees from any existing legal duty. Nothing herein shall be deemed to create the relationship of Landlord and Tenant between Halton Borough Council and the registered trader.

Costs incurred by Halton Borough Council in remedying breaches of any of these regulations may be recharged to the trader responsible for the breach.

GLOSSARY OF TERMS

- a) "Casual trader" means a person trading from a market stall or space on by way of daily allocation.
- b) "Regular trader" means a person trading from a stall or space on the Markets by way of a Tenancy at Will or weekly licence.
- c) "Last market day of each week" means the last market trading day in the week running from Sunday - Saturday.
- d) "Licence fee" means stall or space fee, storage charge (where applicable), vehicle parking fee (where applicable), service charge (where applicable) and appropriate taxes.
- e) "Halton Borough Council" includes any person authorised by the Operational Director for Economy, Enterprise and Property to act as a representative of the Council.
- f) Where reference is made to notifying Halton Borough Council in writing, this will mean to the Technical Support & Property Manager: Halton Borough Council, Property Services, Municipal Building, 5th floor, Kingsway, Widnes WA8 7QF



Halton Borough Council **Market Protocols**

Section 2 Contravention of Regulations Procedures

Version : September 2022

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Introduction

It is in the interests of the Council and stallholders that the Markets operate effectively and provide a safe, comfortable, and appealing environment in which the public can enjoy a positive shopping experience.

In pursuit of this goal the purpose of developing and implementing these procedures is to ensure that the Council has a fair and transparent process in place through which contraventions of Market Regulations can be dealt with appropriately.

These procedures support the Council's strategic aim of providing and promoting equality in all of its functions through the provision of a documented and accessible framework that ensures that individuals are treated fairly and without discrimination.

Nothing in this Market Protocols Section 2 Contravention of Regulations confers or purports to confer on any third party any benefit or any right to enforce any term of this Contravention of Regulations document.

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Contravention of Regulations Procedures

Market Traders

1.0 Warning Notices

1.1 Traders who contravene any of the Market Regulations will be issued with a Written Warning Notice by Halton Borough Council as illustrated within appendix 1.

1.2 The Warning Notice shall state:

- Details of the contravention
- The date of the contravention
- The name of the Officer issuing the Notice

1.3 Although not exhaustive examples of the types of contraventions for which Warning Notices may be issued would include:-

- Failing to comply with a reasonable request from the Council's designated Officer.
- Inappropriate conduct as indicated in Market Protocols, Section 1, item 10 .
- Failing to operate business in accordance with the market opening times and closing the business before the market closing times.
- Failing to pay the monthly rent invoices via Direct Debit.
- Consumption of illegal drugs on Market premises
- The failure to honour a consumer's statutory rights.
- The sale of counterfeit goods or the sale of age restricted products to people under the age of 18.
- The displaying or selling unauthorised lines of goods
- The display or selling of goods outside of the permitted area, which includes public walkways.

- Failure to provide updated Public Liability Insurance certificate on request from Market office.
- Articles being placed on or suspended from the stall roof and / or lighting equipment without permission
- Failure to display the name sign according to the regulations
- Misuse of car park barrier system.
- Vehicles not parked in marked bays in car park behind the outdoor market.
- Vehicles on the market in contravention of regulations
- Failure to clear away refuse during trading times and/or at the close of business
- Continual reporting of malicious or vexatious allegations against Halton Borough Council, its staff or contractors and other traders.

1.4 A breach of any of the above may constitute a serious contravention of market procedures and may be dealt with in accordance with the procedures as laid out in this protocol.

1.5 Traders are responsible for ensuring that their employees and assistants comply fully with the regulations. Failure by a trader to deal with notified breaches of the regulations by his / her staff will result in action being taken against that trader.

2.0 Indoor and Outdoor Regular Traders

2.1 A trader who receives 3 Warning Notices, on any one market site, within a 24 month period shall be issued with a Termination Notice (Appendix 2)

2.2 A Termination Notice shall be issued by the Council's designated Officer, be dated and state the reason for its issue, and the date it is to take effect.

2.3 A trader who receives a Termination Notice may appeal, in writing, to the Operational Director, Economy, Enterprise and Property within 7 working days of the receipt of the Notice. On the issue of such a written appeal, the trader may continue to trade until the determination of the appeal by the Operational Director, Economy, Enterprise and Property (or his Deputy) which shall take place as soon as is reasonably practicable. The trader shall have the right to be heard in person and represented. Having considered all material factors the Operational Director, Economy, Enterprise and Property (or his Deputy) will confirm the outcome of the appeal in writing.

2.4 If following the appeal, and the Termination Notice is upheld, the trader shall not be allowed to re-register for market retail accommodation for a period of 3 years following the date of issue of the notice of termination.

3.0 Casual Outdoor Traders

3.1 A casual outdoor trader will be asked to leave the market immediately if they are found to have been in contravention of any of the Market Regulations. The trader shall not be allowed to re-register for a period of 3 years.

4.0 Serious Contraventions

4.1 In the event of serious contraventions of market procedures by a trader, the Operational Director, Economy, Enterprise and Property (or his Deputy) may suspend that person from trading or working on the Council markets immediately pending a hearing by Notice, which shall state the date the suspension is to start and the effect of the suspension. The trader will not be allowed back on Market property until the hearing has been held and the outcome issued to the trader.

4.2 The Operational Director, Economy, Enterprise and Property shall convene the hearing at the earliest opportunity, but in any event not later than 7 days from the issue of the Notice of Suspension. The trader shall have the right to be heard in person and represented.

4.3 Although not exhaustive the following are examples of behaviour that would constitute a serious contravention:-

- Acts of dishonesty, indecency or violence;
- Use of abusive, insulting or discriminatory language or behaviour;
- Any act causing or likely to cause death or personal injury;
- An offence in connection with the business carried out at the stall or space for which legal proceedings have been instigated;
- Offering bribes or inducements to Council staff.
- Consumption of illegal drugs on Market premises

4.4 Following the hearing, the Operational Director, Economy, Enterprise and Property (or his Deputy) shall give his decision in writing which may either:

- Reject the claim of serious contravention, in which case the trader will be allowed to continue to trade;
- Suspend the trader, preventing them from trading or working on the market for a period not exceeding 3 months from the date of the decision;
- Terminate the trader's Tenancy at Will or Licence.

5.0 Right of Appeal to the Council

5.1 A trader may appeal against a Termination Notice served under this procedure to Halton Borough Council's Corporate Complaints procedure, using the link below where the corporate complaints procedure and form can be downloaded, with instructions on where to send the completed complaints form.

<https://www3.halton.gov.uk/Pages/councildemocracy/Contact-Us.aspx>



Market Trader – Warning Notice

| | |
|-------------------------|--|
| Date: | |
| Trader Name: | |
| Private Address: | |
| Trading as: | |
| Trading address: | |

| | |
|---|--|
| Date of Warning Notice: | |
| Reference Number: | |
| Date of expiry: | |
| Previous Warnings Issued within preceding 24 months | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Date(s): | |

Details of the contravention of regulations including date of occurrence:

| |
|--|
| |
|--|

| | |
|------------------------|---|
| Issued by: | |
| Contact Details | Municipal Building, Kingsway, Widnes, Cheshire, WA8 7QF e.mail: Telephone: |
| Signed: | |
| Dated: | |



Market Trader – Notice of Termination

| | |
|-------------------------|--|
| Date: | |
| Trader Name: | |
| Private Address: | |
| Trading as: | |
| Trading address: | |

| | |
|--|--|
| Reference Number: | |
| Start Date: | |
| End Date: | |
| Appeal expiry date: | |
| Date(s) of preceding warning notices issues within last 24 months: | |

| |
|----------------------|
| Reason(s) for issue: |
| |

| | |
|------------------------|---|
| Issued by: | |
| Contact Details | Municipal Building, Kingsway, Widnes, Cheshire, WA8 7QF e.mail: Telephone: |
| Signed: | |
| Dated: | |

All traders receiving a Notice of Termination have the right of appeal against this decision. Further information and associated documents can be found via the following link.
<https://www3.halton.gov.uk/Pages/councildemocracy/Contact-Us.aspx>



Market Trader – Appeal against Termination

| | |
|-------------------------|--|
| Date: | |
| Trader Name: | |
| Private Address: | |
| Trading as: | |
| Trading address: | |

| | |
|------------------------------------|--|
| Date of Termination Notice: | |
| Reference Number: | |

Please provide below a summary of your reasons for appeal:

| |
|--|
| |
| |

| | | |
|--|------------------------------|-----------------------------|
| Do you wish to be represented at appeal? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Name of Representative: | | |

| | |
|----------------|--|
| Signed: | |
| Dated: | |

Please return this completed application in hard copy or via e-mail to:

Operational Director
Economy, Enterprise and Property Directorate
(Market Trader Appeals)
Municipal Building
Kingsway
Widnes
Cheshire WA8 7QF
wesley.rourke@halton.gov.uk



Halton Borough Council

**Market
Charging Policy**

Version : September 2022

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1.0 Widnes Indoor Market Hall

1.1 Opening Days and Hours

Widnes Market Hall is a five day market, which is closed on Tuesday and Sunday. The opening hours are 9am to 4.30pm.

The market is closed on Bank Holiday Monday's, but opens on Good Friday. Additional Christmas opening days and hours will be provided to traders before the Christmas period commences, but will typically involve opening on a Tuesday or Sunday leading up to Christmas.

There may also be occasions where the market opens for extra themed days or promotional events. Traders will be notified of these in advance.

Stalls within the Market Hall are expected to be open at all times when the market is open to the public and it is the Traders responsibility to ensure their stall is open for the sale of goods during the opening hours.

Although Tuesday is not a trading day, traders do have full access to the Market Hall on this day for stall maintenance and re-stocking between the hours of 9am and 4pm. Outside of these hours, traders must notify the market office staff of any additional access required for emergency purposes and a decision about whether this is possible will be made by the Market Officer.

1.2 Eligibility to Rent a Stall

All applications to rent stalls within the indoor Market Hall should be made to the Widnes Market office.

Where an application is for a product or service which is not currently offered on the market, then a decision relating to whether this product can be sold/offered on the market can be 'fast tracked' enabling a decision to be made within one week.

In order to protect existing businesses within the Market Hall from new traders taking away Christmas trade, between 1st November and 31st December new stalls will not be approved to trade, and current traders cannot request new commodities be added to their existing business during this period

Where an application is successful, the following pieces of identification will need to be provided by the applicant before they can commence trading. This includes:

- public liability insurance (insured to the sum of £5 million),
- three pieces of identification to include:-
 - a bank statement showing the applicant's name and address, along with account number and sort code (which will be used on the Direct Debit form)
 - one item with photo ID

- one item of identification showing the applicant's national insurance number
- evidence of a traders eligibility to work in the U.K. will also be required.

If the trader intends to employ persons to assist with the day to day running of their stall they will need to provide evidence of Employers Liability Insurance.

Applicants will also be required to sign a Tenancy at Will which will set out the terms and conditions of the agreement and will list the commodities and/or services that they have been permitted to sell/offer from their stall.

Where traders intend to sell or make products which are bound by Environmental Health regulations, Food Standards Agency regulations, Trading Standards regulations or other regulatory bodies, approval must be obtained by the Trader from the appropriate body prior to be able to commence trading.

No stalls will be rented to claims management companies i.e. businesses that handle claims for compensation in relation to personal injury, financial products/services (such as miss-sold payment protection insurance), employment matters, criminal injuries, industrial injuries, disablement benefit and housing disrepair.

1.3 Stall Rents

All Market Hall stall rents take into consideration the likely opening days across a year. This means that no additional charges are made if the Market Hall opens on additional days and likewise no compensatory payments are given if the Market Hall closes on a normal trading day.

All stall rents will be reviewed annually.

For all new applications rent invoices are payable by Direct Debit with no exceptions. Applicants will be required to complete a Direct Debit form with valid bank account details. Failure to pay invoices via Direct Debit will result in the Tenancy being terminated.

All current traders not on Direct Debit will be asked to complete a Direct Debit form with valid bank account details, with no exceptions.

Whilst all rent invoices are issued on standard HBC paper which lists 6 ways to pay the invoice - this does not apply to Widnes Market rents which are payable by Direct Debit only.

Traders who cancel Direct Debit forms at their bank, or if there are insufficient funds in their bank account, will be issued with a written warning for each month this occurs

Halton Borough Council reserves the right to bring in charges for rent invoices not paid on time. This will be the current interest base rate plus 1%, with an additional administration fee of £100.00

a. Existing Traders

Rents at the indoor Market Hall were calculated for each stall on the following basis:-

Frontage – 86 pence per ft per week;
Area - 58 pence per sq ft per week.

This above prices include a 2% increase from April 2022

VAT is added to all rents at the appropriate rate.

Rents will be reviewed on an annual basis and where an uplift is applicable traders will be informed 3 months in advance of the due date which will be 1st April each year.

Any trader wishing to pay a lump sum equivalent to 12 months stall rent in advance will be eligible for a 10% discount off their overall rent. Any trader wishing to do this should put their request in writing to the Market Office who will provide a full breakdown of prices for the year for consideration. Electricity and promotions charges will remain full price during any discounted period.

In addition to this, any trader who rents 5 stalls or more will be entitled to a 10% reduction in rent.

b. New Traders

Stall charges will be calculated using the same formula specified above under existing traders. A monthly price breakdown for each vacant unit is provided to all successful applicants so that they can make an informed decision about which unit they wish to rent prior to being made a formal offer of a stall.

Once a stall has been chosen by a successful applicant, a full schedule of monthly costs is provided to them. These are fixed monthly charges which include the stall rent, a cost for electricity usage and a charge towards market promotions. VAT is added at the current rate.

As an incentive, all new traders to Widnes Market Hall are given a month rent free, which will be given in the 4th month of trading. If a trader is intending to sell a new commodity or bring a new service to the market, then they will be offered one additional month rent free in the 5th month of trading. Electricity and promotions charges apply in full during these discounted periods.

A deposit equivalent to one months invoice value is also charged to all new tenants. Tenants will be invoiced for the deposit and it must be paid in full before they can

commence trading. The deposit is fully refundable on vacating the same unit, provided that the tenant does not have any arrears, the stall has been left empty, free of rubbish and in a good state of repair, access passes have been returned and contact details have been left with the market office. Where all or any of the above exist, the deposit will be retained and used as payment towards these costs.

c. Pop Up Stalls

Widnes Market have several pop up stalls available for daily rent in the market hall, which are used as an introduction to market trading, these will be allocated at the discretion of the Market Management team.

Pop up traders must complete an application form, provide identification and proof of Public Liability Insurance before trading can commence.

1.4 Other Charges

a. Electricity

All indoor market traders will be charged for electricity each month and this will be added to each monthly invoice.

All stalls are allocated a specific price banding relating to the electrical equipment provided on their stall and assumptions made about usage of this equipment based on the type of business that each trader operates. The decision relating to price bandings was made following guidance from Halton Borough Council's electrical contractor.

There are three price bands for electricity consumption:

Band 1 – for low users is charged at a rate of £15 per month per stall plus VAT

Band 2 – for medium users is charged at a rate of £40 per month per stall plus VAT

Band 3 – for high users is charged at a rate of £80 per month per stall plus VAT

The above figures may be uplifted on an annual basis from 1st April, any uplift will reflect increases in the utility prices which the Council are charged by the utility companies.

All new traders will be asked to list all electrical appliances that will be used by their business on their application forms which will inform the price banding for their business.

Where costs associated with a business electricity consumption is perceived to cost significantly more than the highest rate cited above then the Council will insist upon a meter being installed on the unit(s) for monitoring purposes. If after a period of no less than a 3 months the business is showing to use more electricity than the upper band assumes then this tenant will be required to pay by the meter thereafter.

It should also be noted that where a business uses additional electrical equipment on their stall or conversely where a business reduces the electrical equipment used on their stall, this could lead to changes in the amount their business is charged each month.

Several units within the Market Hall have an electric sub-meter. They will be invoiced quarterly by the Council based on the consumption used and at the current rates the Council are being charged.

b. Promotions Charges

All traders will pay a monthly fee of £10.00 per business towards Widnes Market promotional activities. This charge is subject to VAT.

The promotions budget is managed by the Market Management Team who carry out marketing activities with the principal aim being to bring additional footfall into Widnes Market.

Traders are reminded that the promotions budget can only be spent on marketing activities which will benefit the market as a whole and cannot be spent on promoting or naming individual stalls.

The promotional activities undertaken by the Market Management Team and the Corporate Communications Team is designed to complement, but should not be seen as a replacement for individual stall holders own marketing strategies.

c. Fixtures and Fittings

All fixtures and fittings installed by the trader within a stall should be removed on termination of a Tenancy at Will. If the tenant fails to do this within seven days of vacating a stall all structures, fixtures and fittings remaining in a stall shall become the property of the Council who will have power to dispose thereof as it thinks fit and recover its expenses in so doing from the tenant.

Any trader wishing to leave shutters and shop fronts in position following the vacation of a unit, should make enquiries with the market office.

Any trader leaving the market must leave all Halton Borough Council installed items in place, such as water heaters. If the trader does remove any Halton Borough Council owned items these will be recharged to the trader.

The majority of traders own their own stall shutters and it is their responsibility to ensure these are serviced regularly. The Council is not responsible for servicing or replacement of shutters owned by the traders.

On certain stalls the Council owns the shutters and regular servicing will be organised and traders must give access to the stalls to allow the servicing to be carried out. If traders do not give access to the stall or has display units/goods in front of the motors which they will not remove and thus prevents servicing, the shutters will be removed from the stall and it will be the traders responsibility to replace the shutters at their own cost. It is a health and safety requirement to service the shutters and access must be made available on request.

Any trader wishing to carry out shop fit out works needs to seek permission from the market office. The cost of such fit out works is the responsibility of the trader. Any electrical works required can only be carried out by the Council's approved electrical contractor and the costs will be recharged to the trader.

d. Discounts for Additional Stalls

Existing traders who have traded in the market for a period of six months or more and who wish to expand into an adjacent stall or relocate to a larger stall elsewhere in the market are offered half price rent for the additional space as an incentive for a period of six months. This is calculated as follows:

- The price of a traders existing stall(s) excluding VAT is taken away from the price of the trader's new stall(s) excluding VAT to find the increase in rent.
- The trader is given a 50% reduction on this additional rent for a period of six months.
- VAT, electricity and promotions charges which will be charged at the full rate during any discounted periods.

Traders will only be given permission to expand where they do not have rent or other arrears associated with their existing stall or storage.

Traders will need to provide a deposit equivalent to a half month's full price rent for any new stalls. Tenants will be invoiced for the deposit and it must be paid in full before they can commence trading from the additional stalls. The deposit is fully refundable on vacating the same unit, provided that the tenant does not have any arrears, the stall has been left empty, free of rubbish and in a good state of repair, and contact details have been left with the market office. Where arrears exist, the deposit will be used as payment towards these arrears.

Traders are not entitled to reduced rents for expansions if they have downsized within the preceding last six months.

e. Car Park behind Outdoor Market

Traders are welcome to use the car park behind the outdoor market on a first come first served basis and no additional charge will be made for this. This car park is open as follows:

| | Opening Time* | Closing Time* |
|-----------|---------------|---------------|
| Monday | 7.00am | 6.00pm |
| Tuesday | 8.30am | 4.00pm |
| Wednesday | 7.00am | 6.00pm |
| Thursday | 7.00am | 6.00pm |
| Friday | 7.00am | 6.00pm |
| Saturday | 7.00am | 6.00pm |

*These times may vary from time to time.

A barrier system operates the entrance to the car park, and traders can only access this car park using a fob to open the barrier. Fobs can be purchased from the market office at a cost of £40.00. This is refundable if the trader leaves the market and returns the fob.

Traders are only allowed to purchase one fob, unless the business is a partnership, and the trader is responsible for their fob as lost fobs will not be replaced, and access to the car park behind the outdoor market will no longer be allowed. If a fob breaks a replacement will be provided on receipt of the broken fob at no charge.

Traders who will not purchase a fob will not be allowed entry to the car park behind the outdoor market.

Traders are responsible for their suppliers delivering goods to the market, and car park access will be given. However, if suppliers vehicles cause any damage to the car park or barrier future access for the supplier will be denied and the trader will have to make alternative arrangements for delivery of goods

Traders are reminded that it is ultimately their responsibility to open the barrier for their deliveries and ensure the safe delivery of goods to their staff.

f. Door Access Pass

All tenants will be issued with one door access pass to gain access to the traders facilities on the first floor. This includes the traders toilets, traders mess, store rooms and post rooms. Further door access passes for multiple stalls (up to a maximum of two passes per trader) can be issued for named employees at a cost of £10 per pass, which is non-refundable.

Where an access pass is lost a charge of £10 is made for a replacement, which is non-refundable.

Traders are required to hand their door access pass back to the Market Office on vacating their stall.

1.5 Assignment of Tenancy at Wills

The assignment of a Tenancy at Will is not permitted.

2.0 Widnes Open Market

2.1 Opening Days and Hours

The Widnes Open Market is open on Monday, Friday and Saturday.

The trading hours are 9am to 3pm.

2.2 Eligibility to Rent a Stall

All applications to rent stalls on the outdoor Market are to be made to the Widnes Market office. Where an application is successful, the following pieces of identification will need to be provided by the applicant before they can commence trading. This includes:

- public liability insurance (insured to the sum of £5 million),
- three pieces of identification to include:-
 - one item with the name and home address of the applicant dated within the past 3 months,
 - one item with photo ID
 - one item of identification showing the applicant's national insurance number
- evidence of a traders eligibility to work in the U.K. will also be required.

If the trader intends to employ persons to assist with the day to day running of their stall they will need to provide evidence of Employers Liability Insurance.

Stalls can only be booked once a trader's commodities have been approved. All outdoor traders will be required to sign a licence.

Outdoor traders are required to stay open for business until 3pm on each outdoor market trading day.

Where traders intend to sell or make products which are bound by Environmental Health regulations, Food Standards Agency regulations, Trading Standards regulations or other regulatory bodies, approval must be obtained by the Trader from the appropriate body prior to be able to commence trading.

No stalls will be rented to claims management companies i.e. businesses that handle claims for compensation in relation to personal injury, financial products/services (such as miss-sold payment protection insurance), employment matters, criminal injuries, industrial injuries, disablement benefit and housing disrepair.

2.3 Charges for Casual Traders

All new traders on the open market are treated as casual traders and the following daily charges apply:

| | Rent | Promotions | Daily Rent (per stall) |
|----------|--------|------------|------------------------|
| Monday | £14.65 | £0.35 | £15.00 |
| Friday | £20.65 | £0.35 | £21.00 |
| Saturday | £22.65 | £0.35 | £23.00 |

Casual traders only pay when they trade and a member of staff collects rent on the day. From 1st August 2021 payments for rent charges will only be accepted via a card payment from the trader. Cash will no longer be accepted after 1st August 2021. Any trader not willing to pay for rent charges via a card payment will not be allowed to trade after 1st August 2021.

2.4 Charges for Regular Traders

After 3 months of continual trading, casual traders can apply to become a regular trader. Regular traders are offered discounted rent for their stall(s) on a Monday, Friday and Saturday, but pay for their stall(s) all year round unless they are taking a day's holiday or can provide evidence to show that they are not fit for work.

There is also a three day trading offer where traders pay a fixed reduced amount if they have at least one stall on a Monday, Friday and Saturday. See table below:

| No of Stalls | Rent | Promotions | Total Weekly Rent |
|-----------------------------------|---------|------------|-------------------|
| 1 stall | £40.18 | 82p | £41.00 |
| Up to 2 stalls | £70.56 | £1.44 | £72.00 |
| Up to 4 stalls | £90.16 | £1.84 | £92.00 |
| Up to 6 stalls | £109.76 | £2.24 | £112.00 |
| Up to 8 stalls | £130.34 | £2.66 | £133.00 |
| Food Van inclusive of electric | £107.80 | £2.20 | £110.00 |

Regular traders are allocated regular stalls. The allocation of a stall or space is personal to the trader who cannot then assign, transfer, share or part with the stall or space allocated. The trader shall only trade from the stall or space allocated at the prescribed times.

Regular traders pay weekly stall charges on the last working market day of each week (Saturday). From 1st August 2021 payments for rent charges will only be accepted via a card payment from the trader. Cash will no longer be accepted after 1st August 2021. Any trader not willing to pay for rent charges via a card payment will not be allowed to trade after 1st August 2021.

Regular traders also need to give one week written notice if they wish to cease trading as a regular trader or if they wish to reduce their stall numbers. Any regular trader who has arrears equivalent to two weeks rent either through non-attendance without prior notification to the market office or non-payment of rent will lose their allocated stalls.

a. Holidays for Regular Traders

Each regular trader is entitled to a 4 week payment holiday per calendar year, which also includes any sickness. Holidays must be booked in advance with the market office.

These non-attendance must relate to the days that they are registered with the market office to work as a regular trader. For example a trader who is currently registered to trade on a Saturday only would be entitled to four Saturdays' non-attendance days without payment.

In addition, any regular trader who is fully up to date with their rent and/or storage payments at the end of the calendar year will be offered a discount of 50% off the following February's stall charges (maximum 4 weeks). The trader must trade on every day the retail market is opened in January and February to be eligible for the February discount.

If a trader uses up all their 4 weeks of non-attendance days before the end of the calendar year, their rent will revert back to the casual rates for the days they are absent from the market.

Traders are not allowed to be absent on a trading day, but still pay the full weeks rent. These non attendance days will be taken off your non attendance days balance.

b. Inclement Weather

Following on from the replacement of the roof coverings over the aisles, new gutters and downpipes, the decision to not charge rent due to inclement weather will only occur when weather conditions are extreme, e.g. gale force winds/blizzards. This decision rests with the Market Management and their decision is final.

Rainy days are not classed as extreme weather and full rents will still be charged.

c. Bank Holidays/ Other Closures

Where the market is closed on a Bank Holiday or for any other reasons, regular traders rents will be adjusted accordingly.

d. Calculation of Discounted Rents

In circumstances (c) above the discounted regular traders rent for a week will be calculated by: dividing the weekly rent normally paid by the regular trader by the number of days that they usually trade in a week to calculate an approximate daily figure. This is then multiplied by the number of days that they have traded that week.

2.5 Charges for Flea Market Traders

The flea market operates every Wednesday between 7am and 2pm and all traders pay £20.00 per stall/pitch. This includes £0.35 per stall towards market promotions.

From 1st August 2021 payment will be taken via card machine on entrance to the market in the morning before the traders set their stalls up, cash will not be accepted as rent payment after 1st August 2021.

Flea market traders will be issued with an annual licence which will be renewed on receipt of upto date Public Liability Insurance each year.

Flea market traders will be allocated a stall/stalls which they will use for the duration of their annual licence.

Flea market traders must remain open until at least 1pm on each flea market day, and cannot remove goods for sale before 1pm

2.6 Charges for Registered Charities

Registered charities will be able to trade free of charge throughout the year, at the discretion of the Market Management Team. A maximum of two separate registered charities are allowed onto the market on each trading day.

Registered charities will need to provide the following information before being allocated a stall:

- Full details of the activities that are to be undertaken from the stall including details of any products or services to be offered for sale or otherwise;
- If a charity wishes to collect money from the public, a licence needs to be obtained from the Licensing Manager of Legal Services 0151 511 8066 prior to making a booking. This needs to be presented to the Market Office at the time of booking;
- A copy of the charity's registered charity number, along with details of the charity's name and address. This could be a letter drafted on headed paper; and
- A copy of a Public Liability Certificate in the charity's name, insuring for the sum of £5million.

2.7 Other Charges

a. Promotions Charges

Promotions charges for outdoor traders including flea market traders are included in the prices for all stalls and are set out in the text above.

The promotions budget is managed by the Market Management Team who carry out marketing activities with the principal aim being to bring additional footfall into Widnes Market.

Traders are reminded that the promotions budget can only be spent on marketing activities which will benefit the market as a whole and cannot be spent on promoting or naming individual stalls. The promotional activities undertaken by the Market Management Team and the Corporate Communications Team is designed to complement, but should not be seen as a replacement for individual stall holders own marketing strategies.

b. Car Park behind Outdoor Market

All traders are welcome to use the car park behind the outdoor market on a first come first served basis and no additional charge will be made for this.

From 1st August 2021 the traders car park is open as follows:

| | Opening Time * | Closing Time * |
|-----------|----------------|----------------|
| Monday | 7.00am | 6.00pm |
| Tuesday | 8.30am | 4.00pm |
| Wednesday | 7.00am | 6.00pm |
| Thursday | 7.00am | 6.00pm |
| Friday | 7.00am | 6.00pm |
| Saturday | 7.00am | 6.00pm |

*These times may vary from time to time.

A barrier system operates the entrance to the car park, and traders can only access this car park using a fob to open the barrier. Fobs can be purchased from the market office at a cost of £40.00. This is refundable if the trader leaves the market and returns the fob.

Traders are only allowed to purchase one fob, unless the business is a partnership, and the trader is responsible for their fob as lost fobs will not be replaced, and access to the car park behind the outdoor market will no longer be allowed. If a fob breaks a replacement will be provided on receipt of the broken fob at no charge.

Traders who will not purchase a fob will not be allowed entry to the car park behind the outdoor market.

Traders are responsible for their suppliers delivering goods to the market, and car park access will be given. However, if suppliers vehicles cause any damage to the car park or barrier future access for the supplier will be denied and the trader will have to make alternative arrangements for delivery of goods

Traders are reminded that it is ultimately their responsibility to open the barrier for their deliveries and ensure the safe delivery of goods to their staff.

c. Door Access Pass

Outdoor traders can be issued with one door access pass on request to gain access to the traders' facilities on the first floor. This includes the traders' toilets, traders' mess, store rooms and post rooms. Further door access passes for regular traders with larger stalls (up to a maximum of two passes per trader) can be issued for named employees at a cost of £10 per pass, which is non-refundable.

Where a door access pass is lost a charge of £10 is made for a replacement, which is non-refundable. This should be handed back to the Market Office when a trader chooses to cease trading.

3.0 Widnes Market Hall Events Space

3.1 Eligibility to Use the Event Space

The indoor Event Space can be used, if available, by non-profit making organisations, local community groups or registered charities at no charge. The Event Space is allocated at the discretion of the Market Management Team.

All organisations, charities and community groups need to provide the following information when booking a stall:

- Full details of the activities that are to be undertaken from the event space including details of any products or services to be offered;
- If a charity wishes to collect money from the public, a licence needs to be obtained from the Licensing Manager of Legal Services 0151 511 8066 prior to making a booking. This needs to be presented to the Market Office at the time of booking;
- A copy of the charity's registered charity number, along with details of the charity's name and address. This could be a letter drafted on headed paper; and
- A copy of a Public Liability Certificate in the charity's name, insuring for the sum of £5million.

The decision regarding the suitability of the Event Space to any of the organisations specified above rests with the Market Management Team and all applications should be made to the market office. To qualify for a rent free stall organisations would not be expected to sell any items and should instead offer a free service/ provide information/ or carry out a promotion. There may be exceptions to this rule, but this would only be with prior consent from the Market Management Team.

Where a profit making organisation/ trader wishes to rent a vacant stall in the Market Hall or a charity wishes to sell goods from an indoor stall, applications must be made in writing to the market management team. All applications must specify the activities that they wish to carry out from the stall and any products/ services that are to be offered either for sale or otherwise. The decision relating to the suitability of an indoor stall for the uses specified rests with the Market Management Team.

3.2 Charges

Registered charities are not charged a fee for renting promotions space in the Market Hall.

4.0 Widnes Market: Store Rooms and Containers

4.1 Store Room Charges

The following store rooms are available to rent by Widnes Market traders.

- Store rooms A-M are located on the first floor and have lift access. Access is via a security pass controlled entrance inside the Market Hall next to the public toilets.
- Store rooms 1-5 are located on the first floor along the corridor by the trader's mess. There is no lift access to these stores. Access is from the outside of the market building via a security pass controlled entrance off Morrison's square.
- Store rooms FM1 - FM3 are located on the ground floor with access via a security pass controlled entrance on the outside of the market building next to the Fish and Meat market.
- Store rooms WR01-WR02 are located on the ground floor with access through the wash room on the inside of the market hall next to the public toilets.

Store Rooms A-M – Charged at a rate of £11.24 / sq m (first floor)

| | Area (sq m) | Monthly Rent |
|---------|-------------|---------------|
| Store A | 5.0 | £56.20 |
| Store B | 5.1 | £57.32 |
| Store C | 5.1 | £57.32 |
| Store D | 3.7 | £41.59 |
| Store E | 3.3 | £37.10 |
| Store F | 5.7 | £64.07 |
| Store G | 5.3 | £59.58 |
| Store H | 5.1 | £57.32 |
| Store I | 5.9 | £66.32 |
| Store J | 3.1 | £34.84 |
| Store K | 5.3 | £59.58 |
| Store L | 5.1 | NOT AVAILABLE |
| Store M | 5.2 | £58.45 |

Store Rooms 1-5 – Charged at a rate of £10.17/ sq m (No lift access)

| | Area (sq m) | Monthly Rent |
|---------|-------------|--------------|
| Store 1 | 3.2 | £32.58 |
| Store 2 | 5.5 | £55.99 |
| Store 3 | 7.4 | £75.33 |
| Store 4 | 4.7 | £47.85 |
| Store 5 | 4.7 | £47.85 |

Store Rooms FM01 – FM03 – Charged at a rate of £12.32 / sq m (ground floor)

| | Area (sq m) | Monthly Rent |
|------------|--------------|--------------|
| Store FM01 | 9.9 | £121.98 |
| Store FM02 | 10.02 | £123.46 |
| Store FM03 | 8.5 | £104.73 |

Store Rooms WR01 – WR02 – Charged at a rate of £12.32/ sq m (ground floor)

| | Area (sq m) | Monthly Rent |
|------------|--------------|--------------|
| Store WR01 | 3.2 | £39.39 |
| Store WR02 | 3.5 | £43.13 |

All rents are charged on a monthly basis with VAT added at the appropriate rate. Traders are invoiced for the monthly rent each month, and this is payable by direct debit for all traders. The prices outlined above were introduced from 1st April 2022.

All tenants who have a store room will be issued with one access pass (if they do not already have one) to ensure that they can gain access to their store rooms throughout the day. The pass will also enable access to the traders toilets, traders mess and post room. Where an access pass is lost a non-refundable charge of £10 is made for a replacement.

All traders who use a store room will be asked to sign a Tenancy at Will. The minimum term for renting a store room is one month and one months written notice should be provided to the market office staff should the trader wish to terminate this.

Rent will continue to be charged to the licence holder for the store room if the terms of the tenancy have not been met. This includes emptying the store room by the termination date and ensuring that the key has been returned to the market office staff.

4.2 Container Charges

There are currently 12 containers sited on the car park behind the outdoor market. No further containers can be sited on this car park unless an existing container is removed.

Traders who have sited containers in the car park pay ground rent at the following rates:-

- 20 foot containers : £42.86 per month plus VAT
- containers over 20 foot : £85.73 month plus VAT

Traders are invoiced for the monthly rent each month, and this is payable by direct debit for all traders. The prices outlined above were introduced from 1st April 2022

All traders who use a container will be required to sign a Tenancy at Will. The minimum term for paying ground rent for a container is one month and a minimum

of one months written notice should be provided to the market office should the trader wish to terminate this.

The preferred method for terminating a container tenancy is to move the container off site by the agreed termination date. This cannot be carried out without prior agreement of removal date and time with the market office.

Alternatively, traders have the option of selling the container on to a trader who trades regularly on Widnes Market either as a regular trader on the outdoor market or who has had a stall within the Market Hall for over six months. In both cases the new trader must be up to date with their rent payments. If the trader chooses this route then they must be aware that the container licence cannot be terminated until an account has been set up and a new licence signed by the new trader. In order to ensure that the new trader meets the criteria for siting a container on the car park behind the outdoor market, the new trader should gain approval from the Market Office staff before the container changes ownership.