



Operating Rules



Local Living (NE) Ltd

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1. Why have Operating Rules

The Markets Manager aims to work with traders to achieve a standard of quality and service that will establish and contribute to Alnwick Markets' reputation for innovation and value. These operating rules are:-

- To establish & safeguard all traders & customers and the reputation of the market
- To be open and fair to all traders
- To have a well organised and managed market which is attractively laid out to attract more customers

These objectives can only be attained with your co-operation and with you taking your responsibilities seriously.

We aim to make the Market Place a vibrant community space that results in social and economic benefits by attracting more customers, looking after long term traders and welcoming new traders. We need you to work with us to achieve this and follow these rules so everyone can benefit - particularly in the following areas:

- The Market Place should be full of stalls not vehicles, so for all markets please ensure that your vehicle is removed from the Market Place at least 30 minutes before start of trading and not brought onto the market before end of trading. Under certain circumstances, vehicles will be allowed to remain in the Market Place. The Market Manager will decide if any vehicles will be allowed to stay in the Market Place during the times of the market. See section 9 for where to park.
- To enable the shops in the Market Place to trade without any negative impact from the market.
- To talk to us if you have any ideas, problems or concerns. _
- To provide the necessary information and follow the booking and cancellation procedure.

2. Form of Agreement

All traders must complete, sign & return the Alnwick Markets' trader agreement form to show that they agree with, and will operate in accordance with, these operating rules. To attend the Farmers' Market additional details may be required.

In deciding whether to accept a trader, Alnwick Markets will consider the available space within the Markets Place, the appropriateness of the goods, the disciplinary record of the trader and the composition of types of traders within the market. Acceptance of a trader booking will be at the absolute discretion of Alnwick Markets

3. Booking and Cancellation

All bookings should be made with Alnwick Markets at least 24 hours in advance of the market start time to ensure a position is available. If a booking is cancelled before 2pm on the day preceding the Market there will be no charge. If a booking is cancelled after 2pm on the day preceding the Market, or the trader does not arrive at least 30 minutes before the start of trading, full payment is required for the pitch/stall.

Cancellations must be made by speaking to or leaving a message for the Market Manager on 07783 557 116.

Special situations:

If, on the morning of the market before the start of trading, a trader cannot attend the market due to unforeseen circumstances, they must telephone the market manager on 07783 557116 as soon as possible. The trader will be required to pay rent for their stall/pitch.

The Market Manager will use his or her discretion as to what amount of stall or pitch rent is payable, depending on the circumstances of the non-attendance. If a trader informs Alnwick Markets of a delay in arrival due to unforeseen circumstances, prior to the start of the market, the Markets Manager will make every reasonable attempt to accommodate the late arrival.

If a trader is on holiday, or is planning to be absent they should give at least a week's notice.

Stall positions may be modified in line with the operational requirements of the market.

4. Rates & Payment

For details of rental for stalls and pitches see the separate leaflet. Traders will always receive a receipt for the full amount paid. Rents will normally be collected from the stallholder at or around midday at the market. Traders must make sure that they have funds ready for collection by the Market Manager. Payment can be made by cash or cheque made payable to **Local Living (NE) Ltd.**

4.1 Adverse Weather Conditions

In inclement weather the Market Manager may decide to cancel the market. If cancellation takes place before trading commences, or is cancelled before 11.00 am, traders will be entitled to a 50% discount on the rental. If the market is cancelled after 11.00 am, no refund will apply.

5. Pitch or Stall provision, Market Organisation and Trading Times

A pitch or stall includes a stall or space in the market used or intended to be used for the sale or promotion of goods and includes any overhangs, doors, towing hooks or canopies. The number and layout of particular stall sizes will be decided by the Markets Manager.

Traders shall occupy only the positions allocated to them. All traders must use the stalls provided by Alnwick Markets. Traders may use their own tables, frames inside a stall as long as they only occupy the space that has been allocated to them. Some self-build stalls may be permitted under special circumstances. The Market Manager will decide if a trader is allowed to build their own stall. Self-build stalls will attract the same rental based on area, as if they were Alnwick Market stalls.

5.1 Erection / Dismantling of Stalls

Stalls will be erected & dismantled by Alnwick Markets as follows:

- For all markets, stalls will be erected by 7.30 am.
- For weekly markets, stalls will be dismantled after 4.00 pm.
- For the monthly Farmers' markets, stalls will be dismantled after 3.00 pm.

5.2 Market organisation

- No free lets will be granted to charity stalls on the Market.
- No Food or Catering vans will be permitted, unless agreed by special prior arrangement with the Markets Manager.

5.3 Trading Hours

The market shall be open for trading for the following times:

Weekly Markets 9 am – 4 pm

Monthly Farmers' Market 9 am – 3 pm

6. Safety and Insurance

Traders must comply with hygiene, health & safety and other relevant regulations.

Smoking by stall holders is prohibited whilst they are attending the stalls.

Traders will conduct their business with due regard to the health, safety and welfare of members of the public using the Market and other Market Traders.

All traders must have a valid insurance policy for public liability for claims up to £5,000,000 and must provide the policy for the Markets Manager to copy prior to trading or show their current National Market Traders Federation card. Failure to

provide details of a current valid insurance policy could result in suspension from trading at Alnwick Market until such documentation is made available to the Market Manager.

Traders may consider becoming Members of the National Market Traders Federation. Membership is renewed every 12 months and this includes up to £5m cover for product and public liability.

7. Name & Address

All traders must display on their stall a sign showing their name or business name so that it is visible to customers at each market, and it must be that stated in the form of agreement.

8. Vehicles & Parking

Alnwick Markets aims Market Place to be full of stalls on market days.

Traders should ensure that their vehicles are removed from the Market Place at least 30 minutes before the start of trading and not brought onto the market before the end of trading.

If a trader brings a vehicle on to the Market Place before the end of trading without prior permission this may be deemed as misconduct and dealt with under section 10 below.

Vehicles will be allowed to remain in the Market Place under certain circumstances at the discretion of the Manager.

There is all day street parking and car parks in Alnwick.

Traffic barriers

Traffic barriers are placed at the entrances to the marketplace during trading hours and whilst the stalls are being erected and dismantled. All traders must replace any barriers that are moved when they enter or leave the marketplace. This is for the safety of all those using the Market Place.

9. Disposal of Refuse

The trader must keep the stall, fittings and the space below the stall clean and free of litter at all times. Before leaving the Market at the close of business the trader must take all the refuse from their pitch / stall away with them and ensure that their pitch is left clean.

10. Misconduct & Grievance Procedure

The daily management of the Market is the responsibility of the Market Manager and any breaches of these Rules shall be reported as soon as possible to the Market Manager or Steering Group.

10.1 Misconduct Procedure

Examples of misconduct may include: Excessive shouting, loud music or noise, bringing vehicles onto the Market Place before the end of trading, or any other act which in the opinion of the Market Manager is likely to be a nuisance or annoyance to the public, other traders or business. *These examples are not an exhaustive list.*

In the event of any contravention of these rules (whether by misconduct or otherwise) the Market Manager will adopt the following procedure:

- The alleged offender will be asked to refrain from contravening the rules, the incident will be detailed in the Alwicks Markets incidents book.
- If the contravention continues a letter of warning will be issued to the trader by the Steering Group setting out the offence and warning of the possibility of a refusal to allocate a stall for one Market, with no refund given.
- The trader will have the right to set out their case to the Steering Group by letter and they may request a hearing by the Steering Group.
- If the contravention continues after any letter of warning the Steering Group may suspend the trader from the Market for a period specified in writing. No refund on any rental paid will be given.

10.2 Serious Misconduct Procedure

Examples of serious misconduct giving rise to suspension may include refusal to pay rent for a stall / pitch, fighting, the use of foul or abusive language, dishonesty, indecency or acts likely to cause personal injury to any person. *These examples are not an exhaustive list.*

In the event of an incident of serious misconduct by a trader or assistant the Market Manager may suspend that person from trading, pending a hearing. Upon such a suspension the Market Manager shall issue to the trader a written notice stating the date on which the suspension commenced and the reason for suspension.

The Steering Group will convene the said hearing at the earliest opportunity and the trader will have the right to be heard by the Steering Group.

Following the hearing the Steering Group shall give their decision in writing

a. That the alleged misconduct has not been proven, or

- b. That the alleged misconduct has been proven but that no sanction is appropriate, or
- c. That the alleged misconduct has been proven and that a sanction is appropriate

The Steering Group may impose the following sanctions –

- i Trader is prohibited from trading at Alnwick Markets for any period of up to 3 years
- ii Final written warning to trader, stating that any further breach will result in the trader being prohibited, in accordance with i above
- iii Written warning to trader outlining the steps which Alnwick Markets would expect the trader to take to prevent any further breaches of the Operating Rules occurring.

10.3 Grievance Procedure

It is important that any trader who feels dissatisfied with any matter relating to Alnwick Markets should have immediate means by which such a grievance can be aired and resolved.

Nothing in this procedure is intended to prevent a trader from informally raising any matter s/he may wish to mention. Informal discussion can frequently resolve problems without the need for a written record but if a trader wishes a grievance to be formally recorded and investigated, s/he should make this clear at the outset.

In such cases the trader should

- First raise the matter with the Markets Manager.
- Explain fully the nature and extent of your grievance allowing if you wish a working colleague to be present with you to help explain the situation more clearly
- If no resolution to the problem is initially possible the matter is to be brought to the attention of the Local Living Director responsible for Alnwick Markets. Final redress being Alnwick Markets Steering Group.

11. Contact details

Market Manager: 07783 557116

info@alnwickmarkets.co.uk

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