

**MARKETS POLICY  
&  
TERMS AND CONDITIONS OF LETTING**



**BOSTON BOROUGH COUNCIL  
MUNICIPAL BUILDINGS  
WEST STREET  
BOSTON  
LINCOLNSHIRE  
PE21 8QR**

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### **1. AIMS AND OBJECTIVES**

- 1.1 To maintain the operation of a Saturday and Wednesday market originally granted by Charter in 1545.
- 1.2 To preserve the market's joint function as an economic entity and visitor attraction by offering a diverse and attractive range of goods and services to shoppers and visitors.
- 1.3 To seek to manage the market on a cost neutral basis whilst providing the wider benefits to the town from having a vibrant town centre market.

### **2. GOVERNANCE**

- 2.1 The market is part of the Council's Town Centre Services section and is directly operated and managed by officers within Town Centre Services. The following personnel have responsibility for operating and managing the market:

The Market's Officer is responsible for day to day market operations.

*April 2017 – next review due September 2018 if not before*

The Town Centre Services Manager will act as line manager for all market operations.

The Head of Built Environment & Development will act as Head of Service for all market operations.

The market will be subject to the Council's audit process.

### **3. PERFORMANCE MONITORING**

3.1 The performance of the market will be monitored in terms of:

- a) Market occupancy rates
- b) Income & costs in the context of the objective to operate on a cost neutral basis
- c) The Council's Annual Satisfaction Survey

### **4. FREQUENCY**

- 4.1 The Council will hold Markets every Wednesday and Saturday throughout the year.
- 4.2 There will be a maximum of 3 days where markets will not be held to allow for the annual May Fair. The May Fair will run for 8 days in total.
- 4.3 There will be a maximum of 2 days where markets will not be held to allow for the annual Christmas market and Christmas period.
- 4.4 Details of all markets to be held will be published at the start of each year (January) on the Boston Borough Council website.

### **5. MARKETS ON BANK HOLIDAYS**

- 5.1 When Christmas Day, Boxing Day or New Years Day (public holidays) fall on a Boston market day, no market shall be held. Any markets lost from the annual allotted number, and paid for in advance through annual, quarterly or monthly payments will be credited to those traders affected.
- 5.2 Where circumstances arise as in 5.1, the Council shall endeavour, where possible, to offer an alternative, specified trading day. This provision shall be made subject to demand and as deemed appropriate by the Council. Attendance at any such alternative market is not obligatory for market traders.

### **6. CAR BOOT SALES**

- 6.1 A copy of the Council's car boot policy is attached as Appendix 1.

## **7. SPECIALITY MARKETS**

- 7.1 The Council may, where it considers it appropriate, encourage and support certain speciality markets providing they do not negatively impact upon the regular Wednesday and Saturday Markets. Such markets might include, but are not restricted to, farmers' markets, Christmas markets, continental markets, and antiques and craft fairs.

## **8. TENANT MIX**

- 8.1 In order to ensure the viability of Boston Market the Council will ensure that the market offers an extensive range of goods but does not have an excess of regular traders selling any particular type of goods. A list detailing the preferred number of traders selling a particular type of goods will be maintained for regular traders. A copy of the Tenant Mix is attached as Appendix 2.

## **9. TRADING ON BOSTON MARKET**

- 9.1 Traders at Boston Market are categorised as either Regular or Casual Traders.
- a) Regular Traders. Traders are deemed to be regular traders when they have stood at Boston Market for 4 consecutive trading days (this can be consecutive Wednesdays, Saturdays or a mix of Wednesday and Saturdays) and have met all of the criteria below. Traders categorised as regular traders will be offered where possible, the same stall/pitch for each market they attend; however locations may differ from Wednesday to Saturday.
  - b) Casual Traders. Traders are deemed to be casual traders when they attend Boston Market intermittently and meet the criteria below. Casual traders will only be offered a stall/pitch subject to availability and will not be entitled to stand at the same location each time they attend. Casual traders will only be able to occupy a market stall/pitch when directed to do so by the Council's Market's Officer.
- 9.2 Permission to commence trading on Boston's markets, whether as a regular or casual trader, is subject to compliance, by the trader, with all the following conditions:
- a) Receipt of a fully completed and signed application form accepting compliance with the Market Terms and Conditions.
  - b) Receipt of a copy certificate demonstrating valid Public Liability Insurance against an amount of not less than £5,000,000 (5 Million Pounds).
  - c) Receipt of a copy of current Electrical and Gas safety certificates for any equipment that is to be used on Boston market. All electrical equipment is also to be PAT tested and appropriately labelled.
- 9.3 Where any of the above documentation has not been received by the Council in advance, or is not passed to the Markets Officer upon arrival at the market, then the trader will not be permitted to trade and will be asked to leave immediately.

9.4 Written notice must be provided where a regular trader wishes to change their trading state. This must be sent to the Town Centre Services Manager.

## **10. CHARITIES AND NON-COMMERCIAL ORGANISATIONS**

10.1 Where the market can be let to capacity to commercial traders, no charities or non-commercial organisations shall be permitted to stand.

10.2 All applications from charities and non-commercial organisations shall be treated in the same way as applications from commercial traders. However, each of these organisations shall be permitted to stand, free of charge, for the first market attendance in each financial year. Attendance at subsequent markets, up to a maximum of four per financial year, shall be chargeable at the full rate.

10.3 Each and every market appearance by a charity or non-commercial organisation must be supported by a separate application. Any and all such applications are to be referred to the Market's Officer for approval. In the absence of the Market's Officer, all such applications should be referred to the Town Centre Services Officer or Manager. The approving officer must sign and date the application stating the decision and the reasons supporting that decision. These applications remain at the absolute discretion of the Council.

10.4 Boston Borough Council reserves the right to stand at any time to promote awareness of its own services where appropriate.

10.4 No organisation should be able to stand to promote and/or influence the public in a political manner.

## **11. FEES**

11.1 The fees payable for the hire of the market stalls or pitches shall be reviewed and set annually by the Council. Fees shall be set in each case relating to the size and/or number of stalls or pitches occupied by the trader and any additional trading area occupied by the trader. A table of current market fees is attached at Appendix 3 to this policy.

11.2 Fees payable by traders shall be paid by one of the following means:

- a) Cheque, made payable to Boston Borough Council, presented to the Markets Officer on market days (daily or monthly).
- b) Standing Order.
- c) Cash, paid to the Markets Officer on market days (daily or monthly).
- d) Card payment via reception at Boston Borough Council offices.
- e) Card payment via telephone to Boston Borough Council.

*Although the Council accepts all methods of payment for goods and services provided (cash, Cheque, debit/credit payments, BACS, standing order, direct debit) we prefer*

*that cash transactions are avoided, electronic methods are the Council's preferred payment methods.*

- 11.3 Regular traders who elect to pay monthly or quarterly in advance will be eligible to take advantage of any discounted rates that the Council may decide to offer when reviewing and setting the annual charges. Where a trader elects to pay monthly in order to take advantage of any discounted rates, payment is to be made on, or as close as possible to, the first trading day of the month. Failure to make payment after a trader's first trading day of the month will remove the right to the discount.
- 11.4 Where a regular trader is trading on both market days in each week, arrangements may be made for a single cheque to cover two market attendances, payable on the first day of attendance.
- 11.5 Where a trader pays rent in advance the amount due will be adjusted to take account of any forthcoming holidays that the Council has been notified of. If a trader pays rent in advance and has justifiable reason to miss a market the rent for the market missed will be credited to the next month. Refunds will only be offered to traders if they have paid in advance and have justifiable reason to leave Boston Market during the period they have paid for.
- 11.6 All fees are subject to at least an annual review and changes are reported as part of the Council's ongoing budgetary process.
- 11.7 All fees must be paid up front or in full on the day, no debt accrual will be allowed.

## **12. INDEMNITY AND INSURANCES**

- 12.1 Traders shall indemnify the Council from and against all claims, damages, loss, expenses and costs in respect of any explosion, fire, accident or injury to any persons or property which may have arisen as a result of or in connection with the occupation or use of any stall or pitch on any part of Boston's market.
- 12.2 Proof of indemnity against an amount of no less than £5,000,000 (five million pounds) shall be presented upon initial application for the holding of a market stall and annually upon renewal of such insurance.
- 12.3 Insurance documents will be requested fourteen days prior to the expiry date held on record. Failure to provide valid insurance for either casual or regular traders will mean immediate dismissal from the market.

## **13. TRANSFER OR SUB-LETTING OF STALLS/PITCHES**

- 13.1 The transfer or sub-letting of stalls and pitches, or any part thereof, is strictly prohibited.
- 13.2 In the event of a trader disposing of his or her business to another trader, a new application for permission to stand on Boston's market shall be completed by the purchasing trader and submitted to the Council for consideration. The Council, for its part, shall not unreasonably withhold permission and shall, where possible, allocate the same stalls or pitches as previously used by the

vendor trader. The purchasing trader shall not stand prior to receiving the necessary consents.

#### **14. ABSENCE FROM THE MARKETS**

- 14.1 Regular traders are permitted absence from the market, without payment, for up to four markets if trading once per week, or up to eight markets if trading twice per week. The absence period will run from 1<sup>st</sup> September-31<sup>st</sup> August. If BBC are not notified of the leave, full payment will be required for the market.
- 14.2 Fees remain payable during any additional periods of absence if the trader wishes to resume trading under designated "regular trader" status. Where fees are not received for additional periods of absence; the trader shall assume designated "casual trader" status upon their return. A quarterly absence report shall be run to monitor leave; any outstanding rents will be billed as required.
- 14.3 The Council reserves the right to let vacant stalls and/or pitches to casual traders during periods of absence regardless of the category of goods traded by that casual trader. However, The Council will aim to ensure a casual trader does not sell the same goods as where a regular trader would stand.
- 14.4 In the event of unavoidable absence by a trader through illness, or delay by vehicle breakdown or other reasonable cause, the Council will guarantee the stall or pitch until 08.15 hours only, provided that the trader concerned has reported the anticipated delay to the Market Officer on his mobile telephone number by 08.00 hours on the market day concerned. A later time may be agreed at the absolute discretion of the Markets Officer and in exceptional circumstances only. The Council reserves the right to re-let the stall/pitch after 08.30 hours or after such other time as may have been agreed at the discretion of the Markets Officer.
- 14.5 Following absence by a trader of four consecutive markets, without proper notification of the cause of absence, the agreement for that trader shall be terminated and the stall/pitch re-let. All letting fees are due to the Council up to and including the date of termination.

#### **15. TERMINATION OF LETTING**

- 15.1 The Borough Council has the absolute right to terminate the letting of a stall or pitch, with immediate effect in the event of:
  - a) Breach, by any trader, of the Markets Policy.
  - b) Breach, by any trader, of any legislation pertaining to the operation of the market.
- 15.2 Where immediate termination is deemed appropriate, the trader will be ordered, by the Council, to leave the market and shall, within 10 days, be notified, in writing as to the reason or reasons for termination.
- 15.3 Where the breach is deemed not serious enough to warrant immediate termination the breach will be dealt with as follows:

- a) First Breach. Trader issued with a written warning which is recorded by the Council on the trader's file.
- b) Second Breach. Trader issued with a further written warning which is recorded by the Council on the trader's file.
- c) A third breach shall result in either suspension from the market, for a term to be determined by the Council or termination of the letting. The trader shall, within 7 days, be notified, in writing as to the reason or reasons for the suspension or termination.

## **16. GOODS TRADED**

- 16.1 All goods sold must comply with the Sale of Goods Act 1979 (as amended) in that they must be:
- as described (either verbally or on the label or packaging or otherwise)
  - of satisfactory quality
  - fit for purpose unless, prior to sale, any defects are brought to the attention of the buyer or where any such defects would be obvious to a prudent buyer
- 16.2 All goods sold must also be lawfully in the possession of and lawfully offered for sale by the seller.
- 16.3 All traders shall ensure that they are in a position to issue a written receipt showing the trader details, where this is requested by the purchaser.
- 16.4 A letter shall be issued to traders to confirm the goods they can trade as described in their application form.

## **17. CHANGES IN GOODS TRADED**

- 17.1 In the event of a trader wishing to make a material change in the type or range of goods traded, then a new application to trade on Boston's market shall be completed by the trader. The Council, for its part shall not unreasonably withhold permission, but shall determine the application having due regard to the currently adopted tenant mix. The trader shall not make any material changes in the type or range of goods traded prior to receiving the necessary consents.

## **18. LAYOUT**

- 18.1 The Council reserves the right to alter the layout of the market from time to time in order to accommodate any works or other activities that are beyond the Council's control in the Market Place, Wide Bargate or Bargate Green. Wherever possible, such changes will be notified to the traders affected by the changes in advance of market days.
- 18.2 The Council reserves the right to permanently alter the layout of the market in the Market Place, Wide Bargate or Bargate Green, subject to prior consultation with the market traders and/or their representatives. The Council's decision in this matter shall be final.



## **19. STALL & PITCH BOUNDARIES**

- 19.1 Traders shall not, without specific approval from the Council, place goods or refuse or in any way occupy any area beyond the boundaries of the stall or pitch rented to them. This applies to all such goods or refuse whether placed on the ground, on tables, boxes or rails or suspended from the frame of the stall. The boundary of the stall is defined as an area enclosed by the frame of the stall as supplied by the Council and for which the trader has agreed to pay a fee at the prevailing rates set by the Council. The boundary of a pitch is defined as an area agreed between the trader and the Council.
- 19.2 The Council shall permit extensions to stalls or pitches, at its discretion, where to do so would not impede the operation or safety of the market or the pedestrian flow nor prejudice the safety of the users of the market. Erection of extensions to stalls will be in agreement with the Markets Officer and subject to the extension not causing any obstruction to the market. The Council reserves the right to charge for any additional space occupied outside the usual stall or pitch boundary and shall be based on the prevailing rates for the letting fee of pitch space, (based on width per foot), as set by the Council.

## **20. CONDUCT**

- 20.1 Traders shall at all times conduct their business in an orderly manner without causing obstruction of the market or interfering in any way with the business of another trader and in compliance with instructions given from time to time by the Council.
- 20.2 Traders shall conduct their business in a lawful manner meeting all legislative requirements relevant to the operation of their business.
- 20.3 Traders shall at all times exercise courtesy towards other traders and members of the public passing through the market.
- 20.4 The Council will not tolerate any form of abuse or violent behaviour.
- 20.5 Failure to adhere to these requirements shall result in those traders found to have broken these rules being subject to the "termination of letting" procedures at Clause 15.

## **21. HEALTH & SAFETY**

- 21.1 All traders have a legal responsibility to safeguard their staff, members of the public and any other person who has cause to use their stall. Traders are required to comply with all health and safety legislation and must report to the Council any reasonably foreseeable hazards that they do not have control over. Traders must comply with any reasonable requests made by the Council in respect of health and safety.
- 21.2 A health and safety inspection shall be carried out, by the Council, during each market. All observations and action taken shall be recorded. A copy of the report shall be held on file and made available for inspection if required. The inspection shall take into account, but shall not be restricted to:

- a) stall frames
- b) stall frame safety pins
- c) cables
- d) electrical supplies and equipment
- e) stall holders' trading practices
- f) Obstructions
- g) vehicular movement

21.3 A copy of the Health and Safety inspection sheet is at Appendix 4 to this Policy.

## **22. STALLS – ERECTION, DISMANTLING, USE AND DAMAGE**

- 22.1 The erection and dismantling of Council market stalls is the responsibility of the Council and its' employees. No other persons are to erect or dismantle Council market stalls.
- 22.2 Once erected, no stall supplied by the Council shall be removed, disconnected, dismantled by any trader. If there are any concerns about this, traders should liaise with the Market's Officer.
- 22.3 Stalls will be erected on the evening/night before the market takes place i.e. Tuesday and Friday. Stalls will be erected between 5pm and 7pm; however these times may change to suit Boston Borough Council operational needs.
- 22.4 Where covers have been provided to traders for stalls, these covers remain the property of Boston Borough Council and are not to be used on other Markets away from the Borough.
- 22.5 Traders are to supply their own pins for their stall/stalls; the Markets Officer will complete ad-hoc checks as part of the health and safety inspection for the Market. Failure to supply the pins will result in immediate dismissal from the market. Pins may be purchased, when in stock, at the price of £1.50 for a set of four from the Borough, for the trader to keep. A receipt will be provided to the trader for this purchase.
- 22.6 Traders are to ensure they have sufficient weights and fastenings to support the stall/stalls in inclement weather conditions.

## **23. COMPLIANCE WITH FOOD SAFETY REGS 1990**

- 23.1 All traders of hot or cold food will be required to comply with all relevant legislation and must have registered their business with the local authority. Standards to which traders must adhere are attached as Appendix 5. Traders are required to provide evidence of the registration to the Markets Officer.

- 23.2 All traders of hot or cold food must have a food hygiene rating of 4 or 5 in order to be able to stand on the market.
- 23.3 Council Environmental Health officers will routinely inspect food trailers. Any serious or persistent non-compliance with current legislation will result in the termination of lettings procedure being enacted.
- 23.4 Any action taken under the termination of lettings procedure does not preclude the Council from taking formal action for non-compliance of food safety legislation.

## **24. SALE OF ILLEGAL OR INAPPROPRIATE GOODS**

- 24.1 The Council reserves the right to terminate any letting or to refuse any application on the grounds of illegality or inappropriateness of goods traded. Such goods include, but are not limited to: pornography, knives used for non culinary purposes, BB guns, replica guns, ornamental weapons, drugs of any class, items displaying profane text or images.
- 24.2 No trader shall sell any item that contravenes any of the following, or similar associated legislation:
- a) Trade Descriptions Act 1968
  - b) Video Recordings Act 1984
  - c) Copyright Designs & Patents Act 1988
  - d) Trademarks Act 1994

## **25. CORE TRADING TIMES**

- 25.1 Core trading times are those hours during which Stalls and pitches must be occupied and trading. Core trading times on Boston Market are:
- 08.30am to 3.30pm
- 25.2 Regular traders must take occupation of their pitch by 8.00 a.m. Casual traders shall be allocated a pitch as early as possible after 8.00 a.m., subject to availability.
- 25.3 In cases of extreme weather, trading times may be altered. See Section 29.

## **26. ALLOCATED PITCHES**

- 26.1 All regular traders should, wherever possible, be allocated the same pitch each Wednesday, or each Saturday.
- 26.2 Traders who regularly attend each Wednesday and Saturday should, wherever possible, occupy the same position on both days. Where this is not possible, the Council will allocate a pitch as near as possible to the regular position, according to availability.

26.3 In all cases, the allocation of stalls remains at the absolute discretion of the Council.

## **27. VEHICLES**

- 27.1 All traders' vehicles and trailers must be unloaded immediately after the trader has taken occupation of the stall. When unloaded, traders must remove their vehicles from the market before commencement of trading and in any event, no later than 08.30 a.m. unless permission has been granted by the Market's Officer.
- 27.2 Where it can be demonstrated that it is essential to a trader's commercial operations that a vehicle remains on the market, this shall be permitted, where possible, with the prior agreement of the Council. Parking fees will be payable for such vehicles.
- 27.3 All traders' vehicles which are parked off-site and in Council operated car parks shall display a valid parking permit, issued by Boston Borough Council or a valid pay and display ticket. The Council will make known to traders those car parks where traders' vehicles can be parked.
- 27.4 Traders shall not return their off-site vehicles to the market during core trading times (as detailed in clause 25), nor shall on site vehicles be removed from the market during core trading times. In the case of emergency, as declared by the Council, or in the case of adverse weather conditions, as declared by the Council, these regulations may be relaxed either in individual cases, or collectively according to the circumstances. At the close of the market, traders must cease trading no later than 5.00 pm and the Market Place be vacated by 5.30 pm at the latest.
- 27.5 Vehicles driven by traders shall access the Market Place by means of the Town Bridge only and shall exit the Market Place via South Street. Vehicles shall not, except in the case of an emergency, as deemed by the emergency services, enter or exit the Market Place via Strait Bargate, or any other route. Traders in breach of this regulation shall be subject to the "termination of letting" procedure as described at Clause 15 of this document.

## **28. REFUSE REMOVAL**

- 28.1 Traders are required to keep their stalls and pitches and associated areas free from litter/refuse and in a condition to the satisfaction of the Council.
- 28.2 Traders may pay for additional wheeled refuse containers or bags to dispose of trade waste generated as a result of trading on Boston Market only. These refuse containers must be sited in a position agreed with the Markets Officer. Traders are not permitted to transport refuse from other sites for disposal at Boston market. Free recycling will be available with wheeled refuse containers.
- 28.3 On no account shall traders dispose of commercial market waste in public bins.
- 28.4 Traders found to be leaving waste and not using the correct receptacles could be subject to investigation and clause 15 of the Markets Policy.

## **29. EXTREME WEATHER CONDITIONS**

- 29.1 In the event of extreme weather conditions where it is considered by the Council or a market trader that a serious risk of injury to the public and/or traders and/or damage to goods exists, the Council reserves the right either to permit the trader to leave the market immediately, to cancel the holding of the market on that day or to call an early cessation to trading.
- 29.2 Where trading has already commenced and the Council considers it appropriate to require the cessation of trading activity, they shall notify the traders accordingly and supervise the removal of all goods, equipment and vehicles from the Market Place/Bargate Green.
- 29.3 Where a market is cancelled by the Borough during a market day or a trader is permitted to leave the market early in accordance with 29.1 above, no letting fee shall be payable by the trader concerned if trading ceases before 12 noon on that day. If no such action is taken before this time, then a full day's rent shall be payable.
- 29.4 Where a market is cancelled, due to adverse weather, the Council's decision will be deemed final and all traders will be required to vacate the Market Place/Bargate Green immediately.
- 29.5 Traders are permitted to take one inclement weather day per trading market to use in weather conditions they deem not fit to trade in.
- 29.6 Where a trader wishes to no longer trade due to adverse, inclement or extreme weather 'in their opinion' they may leave the market after seeking permission from the Market's Officer. Traders who choose to leave the market early due to inclement weather of their own decision will be charged a full day's rent.

## **30. COMPLAINTS**

- 30.1 Any complaint by a market trader shall be directed in the first instance, either verbally, via email or in writing, to the Markets Officer. If the trader considers that the matter has not been dealt with satisfactorily or if the Markets Officer is unavailable, the complaint shall be directed, in writing, to the Council's Town Centre Service's Manager.
- 30.2 If, after referral to the Town Centre Service's Manager the trader still considers that the issue has not been dealt with satisfactorily, then the Council's formal complaints procedure should be followed.
- 30.3 Where there is a dispute between a customer and a trader over goods purchased the Council will advise the customer to try and resolve the dispute directly with the trader concerned. Where it is not possible the customer should refer the matter to the Trading Standards Authority. If the dispute is still not resolved satisfactorily the Council may take action to resolve the matter. In taking any action to resolve a dispute the Council will take into account the Sale of Goods Act 1979 and the conduct of the trader and customer.

### **31. CHANGES TO THIS POLICY**

- 31.1 This policy will be reviewed every three years or sooner and changes will be made where deemed necessary. Structural changes may be implemented without formal committee approval, but only after consultation with the relevant Head of Service.

## CAR BOOT SALES

**SPECIAL CONDITIONS LAID DOWN BY BOSTON BOROUGH COUNCIL ON THE HOLDING OF CAR BOOT SALES FOR CHARITABLE PURPOSES.**

The Borough Council, as the Markets Authority, have considered the position of charities and other recognised voluntary organisations seeking to raise funds for good causes by the holding of car boot sales (including indoor "car boot sales") and have agreed to consider granting permission for such sales under the following conditions:-

- (1) Any space letting fee goes wholly to charity or other recognised voluntary organisations;
- (2) Sales can only be from cars and if stalls or tables are used they must have been carried in the boot of that car to the sale;
- (3) Not more than four car boot sales shall be held at a particular site in any one year;
- (4) Only private individuals shall be permitted to sell surplus household articles. No commercial traders will be allowed; and
- (5) No car boot sales shall be held on a Wednesday or Saturday within 6<sup>2</sup>/<sub>3</sub> miles of Boston town centre.

**GUIDANCE NOTES**

1. The object of this system is to preserve the rights of the Council under their Market Charter and to stop the growing practice of professional stallholders attending car boot sales and setting up what can be in effect a market.
2. Sales will be monitored to ensure that the conditions are being complied with. Contravention of the conditions may result in any future application being jeopardised.
3. Please note that Condition 2 prohibits the use of vehicles other than cars (e.g. vans, trailers, transit vans, caravans and buses).
4. The Council have granted delegated powers to officers to approve, but not refuse car boot sale applications. In order to avoid disappointment, it is recommended that applications be submitted at least 6 weeks in advance of the proposed date of sale to enable the application to be considered by the Committee if necessary.
5. If car boot sales are held on Sundays then the legislation with regard to Sunday Trading must be observed.

**Boston Market Tenant Mix****APPENDIX 2**

The list below details the current Tenant Mix for Boston Market.

The agreed optimum number of stalls on the main market is:-

Market Place	Goods Traded	Remarks
5	Ladies clothing and fashions	
3	Men's Clothing	
2	Nightwear	
2	Sports Wear	
5	Fruit and veg	
4	Cut flowers, plants, shrubs	
2	Sweets, crisps, drinks	
2	Hair care, perfume and cosmetics	
3	Underwear	
2	Net curtains	
2	Knitwear	
3	Hats, Caps and Socks	
2	Shoes, footwear	
2	Children's clothing	
2	Greeting cards	
2	Meat & game	
2	Pet foods	
3	Snack bars	
2	Doughnuts	
2	Tools	
2	Books / magazines	
2	Cakes, pies, pastries	
2	Eggs, chicken, poultry	
2	Bags, suitcases	
2	Stationery	
2	Entertainment goods tapes, CD's, DVD's, Vinyl etc	
2	PC & Console games	
2	Haberdashery	
2	PC hardware / software	
2	Cycle spares	
2	Fishing tackle	
2	Fresh fish	
2	Household textiles, soft furnishings, material.	
2	Crockery	
2	Cutlery	
2	Pictures, frames, portraits	
2	Toys and models	
2	Vax, Hoover spares and parts	
2	Watches, batteries	
2	Window blinds	
2	Workwear, overalls etc.	
2	Carpets and rugs	

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2	Coins, badges and memorabilia	
2	Cheeses	
2	Crafts	
2	General household goods	
2	Double Glazing	
2	Army Surplus	
2	Jewellery	
2	Key Cutting, Locks	
2	Reading Glasses	
2	Sunglasses	
2	Mobile phones and accessories	
2	Fresh Olives	
2	First Aid Equipment	
2	Engraving (Not key-cutting)	
2	Smoking Accessories	
2	Car Products	
2	Baby Clothes	
2	Aromatherapy Products	
2	Electrical Household Products	
2	Garden Accessories/Furniture	
2	Prams/Pushchairs	
2	Antiques/Collectable items	
2	Dance Wear	
2	Ice Cream	
2	Wool/Knitting Patterns	
2	Hand Made Candles	
2	Hand Made Soaps	
2	Face and Body creams and lotions	
2	Costume jewellery	

Notes

1. Bargate Green will have a maximum of 25 stalls in addition to the Auction Site with only one stall selling any particular line of goods. In the event of there being a strong demand for any line of goods traded, the council reserves the right to increase the number of stalls selling that line to 2.

**The above list provides guidance on the maximum number of stalls permitted to sell particular lines on Boston Market. Whilst the numbers of stalls selling each line should not be exceeded, Boston Borough Council reserves the right to limit any line to less than the permitted maximum in order to protect the buoyancy of the market.**

**No trader should opt to sell a mix or more than 4 of the above categories. Traders should advise Boston Borough Council if they would like to alter their trading mix.**

**Table of Fees and Charges to Trade at Boston Market 2017/2018**

The following fees are payable by traders to trade on Boston Market

<b>Charging Item</b>	<b>Current Charge (£)</b>
<b>Market Place &amp; Bargate Green Per Council Stall</b>	
Per Market	£23.00
Per Market (monthly in advance)	£21.00
Per Market (quarterly in advance)	£20.00
Per Market (annually in advance)	£19.00
<b>Pitches (per 1ft frontage)</b>	
Per Market	£1.70
Per Market (monthly in advance)	£1.50
Per Market (quarterly in advance)	£1.40
<b>Market Place Sundries (daily charge)</b>	
Vehicle Space (Bargate only)	£6.20
Electricity (other than for lights in winter)	£2.00
Trade Waste bin 1000l	£12.90
Trade Waste Bags – sold in rolls of 10 bags	£1.20 each
<b>Parking Permits</b>	
Purchasing a 3 hour ticket enables all day parking when displayed with your market trader permit – limited car parks only	Permit free  Parking cost - £2.50 Payable in car park machine

**Date - \_\_\_\_\_ Market - \_\_\_\_\_**

The following checks are to be made by the Markets Officer during every Wednesday and Saturday Market:

Observation	Comments, Action taken	Further Action Required
<p>1. <b>Market Stalls.</b> All market stalls are to be checked to ensure that they are in a safe condition. In the event of any stall being found in an unsafe condition the Markets Officer is to prevent use of this stall. If the stall is a Council stall contact the Stall Erection Team Supervisor to arrange for a replacement stall to be provided.</p>		
<p>2. <b>Stall frame safety pins.</b> Ensure pins are in traders stalls, make a note of location of which stalls reviewed.</p>		
<p>3. <b>Electric Cables.</b> All electric cables are to be checked to ensure that they do not pose a trip hazard. Any cables found that are considered to be a trip hazard should be removed or covered with appropriate matting, if sufficient available. Where matting not available make a note.</p>		
<p>4. <b>Electrical Supply Boxes.</b> All electrical supply boxes are to be checked to ensure that they are locked during market operations. At the end of each market the Markets Officer is to ensure that all electrical supply box doors are correctly located and secured.</p>		

<p><b>5. Stall holders' trading practices.</b> When completing check of market ensure you cannot see any items that should not be sold, i.e. firearms, knives, inappropriate adult content.</p>		
<p><b>6. Gangways/Obstructions.</b> All gangways through the Market and between stalls are to be checked to ensure that they are not obstructed. Any obstructions are to be removed immediately when they are found.</p>		
<p><b>7. Vehicles.</b> Vehicles are to be checked to ensure that only those vehicles that have permission are parked behind market stalls. Vehicles are to be parked in a manner that does not cause an obstruction. Where unauthorised vehicles are parked in the market place the Markets Officer is to summon assistance from Lincolnshire County Council to deal with the vehicle.</p>		

Any further comments:

At the end of the market the Markets Officer is to liaise with the Supervisor of the Street Cleansing team and the Supervisor of the Stall Erection team to ensure that they have completed their operations.

Name..... Signature..... Date...../...../.....

**Boston Market  
Standard Conditions for food business operators**

The Council recognises the need for stringent food safety procedures in the prevention of food borne illness. The following conditions have been devised to ensure food businesses trading on Boston Market have appropriate food safety procedures. The conditions neither replace nor override existing or future food safety/labeling legislation but must be complied with. Failure to do so may result in the business being prohibited from trading on Boston Market and/or formal legal action being instigated which may include prosecution and the seizure of any unsafe food.

**1 All food businesses must;**

- A) Provide evidence (letter from registering authority) that the food business is registered in accordance with the requirements of Regulation EC 852/2004 Article 6 (2)
- B) Ensure all suppliers are reputable and details of suppliers are available for inspection on Market days
- C) Have a food safety management system compliant with the requirements of Regulation EC 852/2004 Article 5. The procedures need not be complex but must accurately describe food activities carried out and food safety controls.
- D) Keep all high risk foods (ready to eat cooked meat, dairy and fishery products) at safe temperatures. Food must be kept at or below 8°C during storage and transport. During display practical measures must be taken to ensure safe temperatures are maintained especially when the ambient temperature is above 8°C. Such measures may involve the use of refrigerated display cabinets and ice/ice blocks but such facilities must be capable of maintaining temperature during the whole time the products are on display. The temperature of such foods must be checked at set up and regularly (every two hours when the ambient temperature is above 15°C) during display and records kept for inspection.
- E) All high risk foods (ready to eat cooked meat, dairy and fishery products) must be protected so as to minimise the risk of contamination during transport and display
- F) Provide the following evidence for all high risk foods (ready to eat cooked meat, dairy and fishery products);
  - Name/type of the product
  - contact details of the producer including if relevant a 'health mark' (This is a unique number which confirms the producers is approved to produce products of animal origin i.e. meat, fishery, egg and dairy)
  - 'Use By' date. this can only be determined by the producer and must not be changed
  - Storage instructions. This can only be determined by the producer

## **2 Food businesses handling unwrapped high risk foods and/or cooking foods (in addition to A to F above) must;**

- G) Comply with the Food Standards Agency guidance - E Coli 0157 Control of Cross Contamination. This can be downloaded at [www.food.gov.uk](http://www.food.gov.uk)
- H) Have food handlers who are trained and/or supervised and instructed in food hygiene matters
- I) Provide a suitable and sufficient structure which permits good food hygiene practice. The structure of the food unit must protect food and equipment against environmental elements and other sources of contamination. It must be capable of being kept clean
- J) Ensure all equipment is maintained in good repair and must be capable of being cleaned and where necessary disinfected
- K) Provide a separate hand wash basin with separate hot and cold or suitably mixed warm constant water supply. Liquid antibacterial soap and paper towels for hand drying must be available at all times the unit is in operation. The use of non-hand-operable taps is recommended. Hand washing procedures are critical to food safety and strict procedures must be implemented.
- L) Provide suitable equipment washing sink with an adequate supply of hot water.
- M) Provide appropriate cleaning chemicals and equipment (including single use wiping cloths). Any disinfectant or sanitiser used must at least meet the official standards of **BS EN1276:1997** or **BS EN 13697:2001**. You can check with your supplier that chemicals meet these requirements.
- N) Monitor and record cooking temperatures. This will necessitate the use of a digital probe thermometer and disinfectant probe wipes. Cooked foods must reach a safe centre temperature of at least 75<sup>0</sup>C and checks must take place daily and be representative of the different types of high risk foods cooked. Records of temperature monitoring must be available for inspection.

Please note that in order to stand on Boston Market, a food trader must have a food hygiene rating of 4 or 5.



**BOSTON BOROUGH COUNCIL**  
**WEDNESDAY AND SATURDAY MARKETS**  
**APPLICATION TO TRADE ON BOSTON MARKETS**  
April 2016

**Full Name(s):**

**Trading Name (if different from above):**

**Address:**

**Postcode:**

**National Insurance Number:**

**Date of birth:**

**Telephone Number:**

**Mobile telephone number:**

**Email address:**

(Where possible please provide an email address)

**Trading Day(s):**      Wed                       Sat                       Wed & Sat

**Are you applying for stall(s) or pitch(es)?**

Stall(s)                       Pitch(es)

**No. of stalls or Pitch Area required:**

**Preferred location of stall or pitch:**      MARKET PLACE (West side)

MARKET PLACE (East side)

BARGATE GREEN

**Rent terms:**      Daily                       Weekly\*                       Monthly\*   
\*in advance

**Third Party Insurance:**                      Insurer:

April 2017 – next review due September 2018 if not before

Certificate number:

**Extent of liability cover:** £:

Expires:

**Power requirements:**

**List of goods to be traded (using the categories provided in Appendix 2):**

- 1.
- 2.
- 3.
- 4.

**Any disability or special needs of the trader:**

**If you are a food trader, please provide documentation to evidence your registration as a food business\***

\*Your food hygiene rating must be 4 or 5

*By signing this form I confirm that I have read and understood Boston Borough Council's Markets Policy and Terms and Conditions of Letting and agree to abide by all of the conditions contained therein.*

**Signed:**

(Trader)

**Date:**

**For Office Use Only**

Insurance Checked & Valid: Yes  No

Date First Traded on Boston Markets:

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