

MARKET POLICY, TERMS & CONDITIONS OF LETTING



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1. AIMS AND OBJECTIVES

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

2. GOVERNANCE

- 2.1 The market is part of the Council's Leisure & Culture Service. The following personnel have responsibility for operating and managing the market:
 - The Market Officer is responsible for day-to-day market operations.
 - The Market Manager will act as Line Manager for all market operations.
 - The Assistant Director 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:
 - The number of pitches sold.
 - Income & costs in the context of the objective to operate on a cost neutral basis.

4. FREQUENCY

- 4.1 The Council will hold markets on a 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.
- 4.3 There may be days when markets will not be held to allow for the annual Christmas Market/Festival.
- 4.4 There may be days up until the 2nd January (Inclusive), when markets will not be held during the Christmas period.
- 4.5 There may be days up until 2nd January, (inclusive), where there may be restricted markets on market days (No market equipment provided). Additional, restricted markets on non-market days may be offered to traders. There may be no

gazebo's provided for these markets with limited pitches available.

- 4.6 When Christmas Day, Boxing Day, or New Year's Day (Public Holidays) fall on a Boston Market day, no market shall be held.

5. SPECIALITY MARKETS

- 5.1 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, Seasonal Markets, Continental Markets and Antique & Craft Fairs.
- 5.2 For those speciality markets underrepresented on Boston Market, the Council may offer discounted promotional fee's until they deem fit.

6. TENANT MIX

- 6.1 There is no specific limit to the number of traders selling the same or similar product/service, but the Council is responsible for ensuring a balance of goods to make the market attractive to customers. In the first instance, any issues between traders are to be brought to the attention of the Market Officer, who will then seek advice and a decision from the Market Manager.
- 6.2 The Market Manager will assess new applications for trading against the current balance on the market. Prospective traders will only be granted permission to trade if there is space within the current market layout, and the goods they want to sell are not overrepresented on the market.
- 6.3 Any appeals will be dealt with by the Assistant Director of service.
- 6.4 When assessing the tenant mix, regular traders and new regular traders will take precedence over casual traders, which may result in casual traders losing their right to sell certain goods if new regular traders request to sell similar goods/services.

7. CHANGES IN GOODS TRADED

- 7.1 In the event of a trader wishing to make a material change in the type or range of goods traded, the trader must apply in writing to the Market Manager before selling those goods.
- 7.2 Where traders request to sell specific items that are not generally related to the traders original/main line of goods, the Council **may** reject those items upon application. For example, a fruit and veg stall requesting to sell handbags, or a clothes stall requesting to sell fruit and veg. This is to prevent traders poaching others best-selling lines.
- 7.3 When describing the type, or range of goods in an application, traders must describe with sufficient detail. For example, 'seasonal goods' would not be

acceptable. This is to assist the Council to ensure a fair balance of goods and services for the market.

- 7.4 If traders have ceased selling a certain range of goods or services from their license and are not likely to continue to do so for the foreseeable future, they should notify the Market Manager via email – Markets@Boston.gov.uk.
- 7.5 The trader shall not make any material changes in the type or range of goods/services traded prior to receiving the necessary consent.

8. TRADING ON BOSTON MARKET

- 8.1 Traders at Boston Market are categorised as either 'regular' or 'casual' traders.

Regular traders - Traders are deemed to be regular traders when they have stood at Boston Market for 8 consecutive trading days. This can be consecutive Wednesdays, Saturdays or both days per week and have met all the conditions below. Regular traders will be offered, where possible, the same pitch for each market they attend; however, locations may differ depending on the day or event.

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 gazebo/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 gazebo/pitch when directed to do so by the Council.

- 8.2 Permission to commence trading on Boston Market, whether as a regular or casual trader, is subject to compliance, by the trader, with all the following conditions:
- 8.3 Receipt of a fully completed and signed application form, accepting compliance with the market policy, terms and conditions and Severe Weather Policy.
- 8.4 Receipt of a copy of a current certificate demonstrating valid Public Liability Insurance against an amount of not less than £5,000,000 (5 million pounds).
- 8.5 Confirmation from Credit Control of a Direct Debit agreement.
- 8.6 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.
- 8.7 Receipt of a copy of the traders food hygiene and health and safety certificates if appropriate.
- 8.8 Receipt of a copy of the traders risk assessment for any equipment used including

their own stall/gazebos. If traders are unable to provide sufficient detail regarding their stall's/gazebo's limitations in severe weather conditions, the Council have the right to restrict the use of the traders stall/gazebo in inclement weather.

- 8.9 Where any of the above documentation has not been received by the Council in advance, then the trader may not be permitted to stand. It is the traders responsibility to ensure they provide copies of all renewed documentation in a timely manner, no later than 7 days after its expiry.
- 8.10 All traders will be required to complete a Traders Contact Form and acknowledge their compliance with the Market Policy and Severe Weather Policy annually on April 1st. This must be completed and returned to Markets@Boston.gov.uk within 14 days.
- 8.11 No trader shall use amplified sound for the purpose of advertisement, entertainment, trade or business without permission from the Market Manager.
- 8.12 Any trader that loses their regular trader status will remain as a casual trader for 12 months. After 12 months, the trader can apply for a regular status again.

9. CASUAL TRADER BOOKINGS

- 9.1 Casual market traders will need to book no later than 2pm the day before the market. They must receive confirmation to stand from the Market Officer prior to attending the market.
- 9.2 Gazebos may only be booked via markets@boston.gov.uk or via contacting the Market Officer directly.
- 9.3 Pitches for casual traders will be allocated on the morning of the market.
- 9.4 Any casual trader not attending following confirmation of booking will be charged the full fee.

10. INDEMNITY AND INSURANCES

- 10.1 Traders shall protect the Council from and against all claims, damages, losses, 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/gazebo/pitch on any part of Boston Market.
- 10.2 Proof of insurance against an amount of no less than £5,000,000 (five million pounds) shall be presented upon initial application to trade on Boston Market and annually upon renewal of such insurance.

10.3 Upon request from the Market Team, failure to provide proof of insurance by any trader or charity/organisation may result in suspension from trading until proof is provided.

11. CORE TRADING TIMES

11.1 Core trading times are those hours during which gazebos/pitches must be occupied, stock presented and available to trade.

11.2 Core trading times on Boston Market are:

- April 1st to October 31st – 8.30am - 3pm
- November 1st to March 31st – 8.30am – 2pm

11.3 Traders may only start packing away 30 minutes before core trading times end, this will be strictly monitored by the Market Officer.

11.4 Traders are welcome to trade until 3.30pm, ensuring their gazebos/pitches are cleared by 4pm ready for Council Erectors to safely access the Market Place to dismantle equipment.

11.5 Regular traders must take occupation of their pitch by 8.30am. Casual traders shall be allocated a pitch as early as possible, subject to availability. In cases of inclement weather, trading times may be altered.

12. ALLOCATED PITCHES

12.1 All regular traders should, wherever possible, be allocated the same pitch each Wednesday, and each Saturday. Where this is not possible, the Council will allocate a pitch as near as possible to the regular position, or a pitch of their preference, according to availability.

12.2 In all cases, the allocation of gazebos/pitches remains at the absolute discretion of the Council.

13. VEHICLES

13.1 Traders are allowed vehicles within the footprint of the Market Place, at the discretion of the Markets Team.

13.2 The location of the traders vehicle(s) shall be agreed with the Market Officer to ensure that the area remains a safe environment for all. A parking permit must still be clearly displayed.

13.3 Traders must ensure that they do not cause any inconvenience to the public or other traders when loading and unloading.

13.4 Any traders vehicles that 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.

13.5 Traders shall not return their off-site vehicles to the market during core trading times nor shall on-site vehicles be removed from the market during core trading times. In the case of an emergency, unforeseen circumstances or in the case of inclement weather conditions, as declared by the Council, these regulations may be relaxed either in individual cases, or collectively according to the circumstances.

13.6 Vehicles driven by traders shall access the Market Place via the Town Bridge entrance and shall exit the Market Place via the South Street exit. 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.

14. CHARITIES AND NON-COMMERCIAL ORGANISATIONS

14.1 Where the market can be let to capacity, priority will be with commercial traders to stand.

14.2 All applications from charities and non-commercial organisations shall be treated in the same way as applications from commercial traders, including complying with all conditions set within the policy.

14.3 Each charity/non-commercial organisation shall be permitted to stand, free of charge, once every 3 months. Attendance at subsequent markets shall be chargeable at the full casual rate.

14.4 There will be no more than 4 charity/non-commercial organisations pitches permitted at each market, unless a speciality Charity Market is held. Gazebo's may be provided depending on availability and staffing levels.

14.5 The charity/organisation must receive confirmation to stand from the Market Officer prior to attending the market.

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

14.7 No organisation shall stand to promote and/or influence political parties, political campaigns, the promotion of a particular religion, or the promotion of religion in general without the consent of the Council.

14.8 Car boot sales are by definition not markets and are not covered by this policy. The Council has a separate car boot sales policy.

15. FEES

15.1 We reserve the right to review market fees and alter the charges as we deem

necessary. All traders will be notified at least 4 weeks before any changes are implemented.

15.2 The Markets Team have the right to dedicate part of the market footprint to an auctioneer, along with its own fees, to be confirmed upon application.

15.3 Fees shall be set in each case relating to the size and/or number of gazebos/pitches occupied by the trader and any additional trading area occupied by the trader.

15.4 The minimum charge for a pitch is £15.00 for a regular trader and £18.00 for a casual trader. This entitles the trader to a 3.05m x 3.05m pitch, any additional frontage required will be charged at the usual rate below.

15.5 For traders selling directly from their vehicles, they will be charged per 1ft for the length of their vehicle, with a minimum charge of one pitch, as noted above in **15.3**.

Current trial fees between 1st April – 1st October 2025:

Charing Item, per market	Charge (£)
Regular trader 3.05m x 3.05m pitch	£15.00, No VAT
Casual trader 3.05m x 3.05m pitch	£18.00, No VAT
<u>Council gazebo</u> Regular trader & Casual trader	£2.00, No VAT
<u>Additional frontage, per 1ft</u> Regular trader	£1.50 per 1ft frontage. No VAT
Casual trader	£1.80 per 1ft frontage. No VAT
Electricity, other than for lights in winter	£5.00 per day
Council quiet generators	Price upon request
Parking surcharge	£2.50 per vehicle.

Please see the Severe Weather Policy regarding fees in inclement weather.

15.6 Incentives

- Any **REGULAR** trader that stands every week, April to February, (excluding their holiday entitlement and inclement weather day entitlement) can stand for free in March. **Doesn't include traders who have served a suspension within that period.*

2. Any **NEW CASUAL** trader that stands at least 4 times within 4 weeks, will be entitled to the next 2 consecutive markets, for free. **Upfront payment is required to be cleared for all 4 initial markets to be eligible for the offer.*
3. Once a **NEW REGULAR** trader status has been approved (stood for 8 consecutive markets), they will get the next 2 consecutive markets for free.
4. Any traders that have previously traded on Boston Market but hasn't done so for over 12 months, will be entitled to all incentives. **Incentives 2 and 3 doesn't include traders who have previously served a suspension.*
5. All incentives are subject to change, at any time, by the Council.

15.7 In exceptional circumstances, (such as the Pandemic of 2020/2021) the Council may wish to offer a period of free rent for traders permitted to stand, but this will be determined at the time of any such incident.

15.8 Fees will be invoiced retrospectively at the end of each month. As from 1st April 2025, all new traders must pay via Direct Debit and will be required to arrange their Direct Debit agreement with Credit Control on 01507 613302, prior to trading. Payments will be taken on the 28th of each month.

15.9 Traders registered before 1st April 2025, can pay via the below methods: -

- Online - Log on to:
<https://www.boston.gov.uk/article/20221/Pay> (this service is available 24 hours a day, 7 days a week)
- Contact Credit Control during office hours on 01507 613302.
- Pay at your local Post Office or Pay Point Outlet by presenting your invoice with your payment.
- Direct debit.
- Internet banking/BACS. Pay using your online bank account.
Boston Borough Council banking details:
Sort code: '40-12-30.' **Account number** '51644807'. **Bank:** HSBC
- Standing order – Contact our Credit Control Team to request a mandate. If you choose this option, please ensure that you have included your customer number on your mandate before submitting it to the bank.

15.10 The Council's payment terms are **strictly** 14 days from the **date of invoice**.

Failure to pay invoices in a timely manner may result in traders being unable to trade on Boston Market until their account is settled in full and may be subject to disciplinary proceedings. If any trader misses their invoice deadline, the Markets Team may request that all future invoices to be made via direct debt only.

- 15.11 If traders fail to receive their expected invoices for unknown reasons, they have a responsibility to contact Credit Control to make that enquiry as to why.
- 15.12 Regarding traders on debt repayment plans, failure to pay on the agreed time frames will result in immediate suspension from the market until those payments are made in full and may result in disciplinary proceedings. They will also be required to pay all future invoices by Direct Debit before their suspension is removed.
- 15.13 All fee reviews and changes are reported as part of the Council's ongoing budgetary process. The Council have the right to change payment methods and booking processes at any time but will ensure a minimum 4-week notice is given to traders.

16. LAYOUT

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

17. GAZEBO & PITCH BOUNDARIES

- 17.1 All traders are responsible for ensuring the best presentation of their pitch. If the Markets Team request improvements to the presentation of the pitch, the trader shall fulfil those requirements.
- 17.2 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 gazebo/pitch rented to them. This applies to all such goods or refuse, whether placed on the ground, on tables, boxes, rails, or suspended from the frame of the gazebo.
- 17.3 The boundary of the gazebo is defined as an area enclosed by the frame of the gazebo as supplied by the Council. Gazebos/pitches are based on a 3.05m x 3.05m footprint and any additional space must be agreed with the Market Manager and charged accordingly, if required. This will also be dependent on the availability within the Market Place if pitches become limited.

- 17.4 The Council shall permit extensions to gazebos/pitches, at its discretion, where to do so would not impede the operation or safety of the market. Erection of extensions to gazebos will be in agreement with the Market Officer. The Council reserve the right to charge for any additional space occupied outside the usual gazebo/pitch boundary and this shall be based on the prevailing rates for the letting fee of pitch space, (based on width per foot), as set by the Council.
- 17.5 Under no circumstances can anything be attached/hung from a Council gazebo frame by traders, without prior permission from the Market Manager.
- 17.6 Traders must not use an empty pitch/gazebo without obtaining permission from the Market Officer.
- 17.7 Traders must not display any sign other than those connected with their retail business.

18. ELECTRICITY SERVICES FOR TRADERS

- 18.1 All electrical apparatus used by traders shall be in accordance with IEE Regulations (17th Edition) and be weatherproof, fixed securely, protected by circuit breakers or fuses, adequately insulated, in good condition and fitted with proper terminals.
- 18.2 It is the responsibility of the trader to ensure all electrical equipment has been PAT tested annually. Any electricity that is utilised by the trader will be charged by the Council accordingly.
- 18.3 If any trader causes any damage to the market electrical supply equipment, they will be charged for the repair.

19. GENERATOR USE ON THE MARKET

- 19.1 Traders are asked to only use 'silent' generators on Boston Market. Please seek advice from the Market Officer for which generators are suitable.
- 19.2 If complaints are received regarding the noise of a traders generator, the Market Officer has the right to ask for the generator to be switched off. Failure to do so will be considered a breach of policy.

20. GAZEBOS - ERECTION, DISMANTLING, USE AND DAMAGE

- 20.1 The erection and dismantling of Council gazebos is the responsibility of the Council and its employees. No other persons are to erect or dismantle Council gazebos.
- 20.2 If using Gazebo's, Market Erectors will erect on market mornings between 6am-8am. The Market Erectors will dismantle after the market finishes, between 4pm-6pm. However, these times may vary to suit the Council's operational needs.

- 20.3 Where covers, gazebo sides, weights and any other property belonging to Boston Borough Council have been provided to traders for gazebos, these remain the property of Boston Borough Council and are not to be used elsewhere.
- 20.4 If any Council equipment is provided to a trader, they must sign and agree to the Handover and Returns Agreement to ensure all equipment is returned to the council. If items are not returned, missing or damaged, the trader will be charged accordingly.
- 20.5 Should damage occur or someone be injured as a result of any trader not using their own gazebos safely, they will be liable for this, rather than the Council.
- 20.6 Traders using their own gazebo are to ensure they have sufficient weights and fastenings to support any gazebos used in inclement weather conditions.

21. TRANSFER OR SUB-LETTING OF GAZEBOS/PITCHES

- 21.1 The transfer or sub-letting of gazebos/pitches, or any part thereof, is strictly prohibited.
- 21.2 In the event of a trader disposing of their business to another, a new application for permission to stand on Boston Market shall be completed by the new owner and submitted to the Council for consideration. The Council, for its part, shall not unreasonably withhold permission and shall, where possible, allocate the same pitch as previously used by the previous trader. The new owner shall not stand prior to receiving the necessary consent.

22. ABSENCE FROM THE MARKETS

- 22.1 Regular traders are assumed to be occupying their gazebo/pitch unless they have provided prior notice in writing of non-attendance to Markets@Boston.gov.uk, or via some form of written notice to the Market Officer, including on days when the market is restricted due to inclement weather.
- 22.2 Regular traders are permitted authorised absence (holiday) from the market, without being liable for payment, for up to 5 market days if trading once per week, or up to 10 market days if trading twice per week. The absence period will run between the 1st April – 31st March.
- 22.3 Any regular trader wishing to book their holiday entitlement, **must only** do so via email to Markets@Boston.gov.uk. This must be done before 2pm, the day before any market they do not wish to stand. Failure to do so, will incur a full fee.
- 22.4 Regular traders who stand 1 day per week are entitled to take 2 inclement weather entitlement days per year. Regular traders who stand 2 days per week are entitled to take 4 inclement weather entitlement days per year, 1st April to 31st March. Traders can use these days in weather conditions they deem not fit to

trade on open market days. Rent will not be payable on these days. This entitlement can only be used on days of inclement weather and be approved by the Market Officer. Please see the Severe Weather Policy for further details.

22.5 Fees remain payable during any additional periods of absence if the trader wishes to resume trading under designated "regular trader" status, otherwise the trader will be changed to a "casual trader" and their fees will be adjusted accordingly.

22.6 If the absence is because of short-term illness, then holiday entitlement days should be used. Any trader suffering a long-term illness maybe asked to provide written proof, and, in such cases, will not be charged for those periods of absence and will retain their regular trader status. It will be for the Markets Manager to assess these incidents on an individual basis.

22.7 Traders are asked, wherever possible, to arrange hospital appointments outside of market trading days. Where this is not possible, then proof of appointment will be required, fees will then not be payable for that day.

22.8 The Council reserves the right to let vacant gazebos/pitches to casual traders during periods of absence. However, the Council will aim to ensure a casual trader doesn't sell the same goods as where a regular trader would stand.

22.9 Any trader anticipating a delay in arriving before core trading times due to an unavoidable event, must notify the Market Officer by 8am. Their pitch will be reserved until the trader arrives. If no notice is provided, the pitch will be available to be let from 9am.

22.10 Following absence by a regular trader of four consecutive markets, without proper notification of the cause of absence, the agreement for that trader shall be terminated and the gazebo/pitch re-let. All letting fees are due to the Council up to and including the date of termination.

23. CONDUCT

23.1 It will be considered a breach of policy if any trader, their employees, or representatives behave in a manner which may be deemed a breach of the law, or which is of an anti-social nature, abusive or threatening (physical or verbal) behaviour.

23.2 If traders have any objections, grievances, or complaints regarding the Councils decisions for the market, they are expected to follow the Councils complaint procedure. If they fail to do so and are found to engage with any media or post any content online which results in bringing the Council or the market into disrepute, or in turn obstructs and effects the trade of existing traders in the opinion of the Council, this will be considered a breach of policy.

23.3 Traders shall always conduct themselves, in and out of the market environment in an orderly manner, including online. Their conduct should not cause any

obstruction of the market or interfere in any way with the business of another trader and in compliance with instructions given from time to time by the Council.

24. TERMINATION OF LETTING AND DISCIPLINARY PROCEEDINGS

24.1 The Council has the absolute right to terminate the letting of a gazebo/pitch, with immediate effect in the event of:

- Breach, by any trader, of the Market Policy.
- Breach, by any trader, of any legislation pertaining to the operation of the market.

24.2 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 the termination.

24.3 Where the breach is deemed not serious enough to warrant immediate termination, the breach may be dealt with via suspension, depending on the severity of the breach, or as follows: -

Stage 1

First breach of policy where the trader is issued with a 1st written warning which is recorded by the Council on their file.

Stage 2

Second breach of policy within a 12-month period where the trader will be issued with a final written warning which is recorded by the Council on their file. A warning will be given at this stage of the consequences of a 3rd breach within a 12-month period.

Stage 3

Third breach of policy within a 12-month period shall result in the trader being **suspended** from trading for a term to be determined by the Market Team, **or a termination** from trading. The trader shall, within 10 days, be notified, in writing as to the reason for the suspension or termination.

24.4 If any further breaches of policy occur within a 1-year period of their spent suspension, traders will be subject to immediate suspensions for a term to be determined by the Markets Team.

25. COMPLAINTS

25.1 Any complaint by a trader shall be directed in the first instance, either verbally, email, or in writing, to the Market Officer. If the trader considers that the matter has not been dealt with satisfactorily, or if the Market Officer is unavailable, the complaint shall be directed, in writing or email, to the Market Manager.

25.2 If, after referral to the Market Manager, the trader still considers that the issue has not been dealt with satisfactorily, then the Council's formal complaints procedure should be followed.

25.3 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 this is not possible, the customer may be advised to refer the matter to the Trading Standards Authority.

26. GOODS TRADED AND OTHER RELEVANT LEGISLATION

26.1 All goods sold must comply with the Sale of Goods Act 1979 (as amended) in that they must be:

- as described (either verbally, on the label or packaging, or otherwise) of satisfactory quality and,
- 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.

26.2 All goods sold must also be lawfully in the possession of, and lawfully offered for sale by the seller.

26.3 All traders shall ensure that they're able to issue a written receipt showing the traders details when it is requested by the buyer.

26.4 Goods for sale must comply with all the relevant legislation in line with Trading Standards. The following must be considered, this is not an exhaustive list:

- Electrical equipment must meet European standards, indicated by a CE mark, and
- Toys must be properly marked to ensure traceability, bear the CE mark, and be accompanied by instructions for use, and warnings where necessary, and
- Upholstered furniture should comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.

26.5 Traders selling pet food and pet treats must meet the requirements laid down by the Food Standards Agency (**[food.gov.uk/business-guidance/pet-food](https://www.food.gov.uk/business-guidance/pet-food)**).

26.6 Traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944–48 and the Employment of Children Act 1973.

Definitions:

“Child” - Any person not over compulsory school age.

“Employed” - Includes any child who assists in a trade or occupation even where the child receives no monetary reward.

26.7 All traders are duty bound by law to follow the Health and Safety at Work etc. Act 1974. If traders fail to do so, traders may be suspended or permanently removed from the market. It is their responsibility to check and use the latest addition of the act, associated regulations, and guidance available.

26.8 The Council has the responsibility to upkeep the image of the market and to ensure quality goods and services are being sold. Therefore, traders wishing to sell new or secondhand items can do so at the discretion of the Market Manager. This may be dependent on such things like, what is being sold, their condition and/or availability of pitches on the market.

27. SALE OF ILLEGAL OR INAPPROPRIATE GOODS

27.1 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 and items displaying abusive/lewd/obscene text or images.

27.2 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

28. HEALTH & SAFETY

28.1 All traders have a legal responsibility to safeguard their staff, members of the public and any other person who has cause to use their gazebo/pitch. 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.

28.2 Propane or Butane should be stored in a safe manner in accordance with relevant health and safety legislation and associated Health and Safety Executive Codes of Practice.

28.3 Traders are responsible for checking their trading area at regular intervals to ensure no risks are posed. They must either resolve any issues or report them immediately to the Market Officer.

28.4 Traders must ensure that your allocated pitch is clean and tidy throughout the day and cleaned down at the end of each day.

28.5 It is the traders responsibility to ensure all cables are covered and out of reach of members of the public, to prevent any injury.

28.6 All traders that use their own stalls/gazebos/equipment must complete a risk assessment and provide it to the council.

28.7 A health and safety inspection shall be carried out by the Market Officer during each market; a copy of which will be held on file for 7 years. If the Market Officer isn't available, the Council shall be responsible to organise the inspection by a suitable staff member. The inspection shall consider, but not be restricted to:

- Gazebo frames.
- Gazebo frame safety pins.
- Cables.
- Electrical supplies and equipment.
- Traders trading practices.
- Obstructions.
- Vehicle movement/positions.

29. EMERGENCY PROCEDURES

29.1 There may be occasions when it is necessary to evacuate the Market Place for safety reasons. Traders can play a valuable role in helping to ensure that a calm and effective evacuation takes place by giving clear guidance on what is expected of the members of the public.

29.2 There is no official designated assembly point and large numbers of people may require moving. It is essential that such a movement is away from potential danger and that traders assist in ensuring members of the public are vigilant of emergency vehicles entering and exiting the Market Place, if possible.

29.3 The principal focus of an evacuation will be to protect members of the public, who will be expected to either disperse or await safe access back onto the market site, depending on the nature of the emergency.

29.4 To facilitate safe evacuations, traders should ensure that gazebos/stalls do not encroach on walkways or traffic routes, taking account of the fact that there may be wheelchairs, pushchairs and prams etc. present.

30. INCIDENTS IN THE MARKET PLACE

30.1 Boston Market is held in a public open space and as such anyone can enter the space. Council staff have no powers to remove anyone from the market area, regardless of how inappropriate their behaviour might be.

If any trader witnesses or experiences incidents of such behaviour they should call 101 or 999 to report the matter to the Police and thereafter, inform the Market Officer.

For any medical emergencies, traders should call 999. For medical non-emergencies, please call 111.

31. COMPLIANCE WITH FOOD SAFETY REGULATIONS

- 31.1 All traders of hot or cold food will be required to comply with all relevant legislation and must have registered their business with the appropriate local authority. Standards to which traders must adhere are attached as Appendix 1. Traders are required to provide evidence of the registration to the Market Officer.
- 31.2 All traders of hot or cold food must have a food hygiene rating of 4 or 5.
- 31.3 Council Environmental Health Officers will routinely inspect food trailers. Any serious or persistent non-compliance with current legislation will result in the termination of trading.
- 31.4 All food traders must supply the Council with the following:
- Documentation from the local authority where the business is registered.
 - Documentation showing the date of their last food hygiene inspection; and
 - Their current hygiene rating.
- 31.5 Any action taken under the disciplinary proceedings doesn't stop the Council from taking formal action for non-compliance of food safety legislation.

32. REFUSE REMOVAL

- 32.1 Traders may arrange and pay for additional wheeled refuse containers or bags to dispose of trade waste from a commercial waste company. These refuse containers must be sited in a position agreed with the Market Officer and collection times agreed.
- 32.2 Traders are strictly forbidden to dispose of commercial market waste in public bins.
- 32.3 No waste is to be left at the market in any circumstances. Traders may leave themselves open to prosecution if any waste is left on site.

33. SEVERE WEATHER CONDITIONS

- 33.1 Severe weather conditions will be assessed using the guidance set out in the Council's Severe Weather Policy and its Severe Weather Matrix. The Council will ensure any decision to close, restrict or cancel the market is taken fairly, consistently, and transparently and is communicated to all parties as soon as practicable.
- 33.2 The Market Manager will aim to assess the upcoming weather forecast at 1400 the day prior to a market day.

Please refer to the Council's Severe Weather Policy for further details.

34. CHANGES TO THIS POLICY

34.1 This policy will be reviewed annually or sooner if required, and changes will be made where deemed necessary. Changes may be implemented without formal committee approval.

35. CONTACTS AND RESOURCES

Markets Team – Markets@Boston.gov.uk

BBC Food Safety Team – Environmental.Health@Boston.gov.uk – 01205 314248

The Food Standards Agency – www.food.gov.uk

NABMA - www.nabma.com - info@nabma.com - 01691 680713

National Market Traders Federation – www.nmtf.co.uk - 01226 749021

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/labelling 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.

1.0 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) Protect all high-risk foods (ready to eat cooked meat, dairy and fishery products) 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);
 - i. Name/type of the product.
 - ii. 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).
 - iii. 'Use By' date. This can only be determined by the producer and must not be changed.
- iv. Storage instructions. This can only be determined by the producer.

2.0 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
- 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 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 always available whilst 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 a suitably equipped 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 require the use of a digital probe thermometer and disinfectant probe wipes. Cooked foods must reach a safe centre temperature of at least 75°C. 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.

3.0 Food businesses selling loose foods must have information available to customers on any allergens in the food. Loose foods include everything that is not pre-packed. Foods which are wrapped on the same site as they are sold are also known as loose foods. If you provide loose foods, you will have to supply information for every item that contains any of the 14 allergens. These are: cereals containing gluten, celery, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame, soya and sulphur dioxide (sulphites). Rules for declaring allergens in loose foods:

- Provide information about the allergens used in these foods.
- Allergen information should be available in writing, or by speaking to staff.
- Logos or symbols can be used when accompanied by words and numbers on menus.

For loose foods, allergen information must be:

- Easily accessible to all consumers.
- Accurate, consistent, and verifiable.
- Further information on allergens in loose foods can be found in the Food

Standard Agency's leaflet, which can be accessed online using the following link:

www.food.gov.uk/sites/default/files/media/document/loosefoodsleaflet.pdf