



## **1.0 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.

## **2.0 GOVERNANCE**

- 2.1 The market is part of the Council's Leisure & Culture Section. The following personnel have responsibility for operating and managing the market:-
  - The Markets Officer is responsible for day-to-day market operations.
  - The Markets Manager will act as Line Manager for all market operations.
  - The Assistant Director will act as Head of Service for all market operations.
- 2.2 The market will be subject to the Council's audit process.

## **3.0 PERFORMANCE MONITORING**

- 3.1 The performance of the market will be monitored in terms of:
  - a) Average Market Traders attending per month
  - b) Income & costs in the context of the objective to operate on a cost neutral basis

## **4.0 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 3 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.



## **5.0 MARKETS ON BANK HOLIDAYS**

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

## **6.0 CAR BOOT SALES**

- 6.1 A copy of the Council's Car Boot Policy is attached as Appendix 1.

## **7.0 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.

## **8.0 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. Market applications will be determined through Officer Delegation, with the Head of Service hearing any appeals.

## **9.0 TRADING ON BOSTON MARKET**

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

9.1.1 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 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.

9.1.2 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 Markets 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:

- 9.3 Receipt of a fully completed and signed application form accepting compliance with the market terms and conditions.



- 9.4 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).
- 9.5 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.
- 9.6 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. It is the trader's responsibility to ensure they provide copies of all renewed documentation in a timely manner.

## **10.0 CASUAL MARKET STALL BOOKING**

- 10.1 Casual market traders will need to book no later than 3pm the day before the Market they wish to stand on.
- 10.2 Stalls may only be booked via [markets@boston.gov.uk](mailto:markets@boston.gov.uk) by 3pm on the Tuesday or the Friday prior or; phone bookings can be made 10am - 3pm on a Tuesday and Friday only on 01205 314200
- 10.3 Casual Market stalls and pitches will be allocated on the morning of the market.

## **11.0 CHARITIES AND NON-COMMERCIAL ORGANISATIONS**

- 11.1 Where the market can be let to capacity to commercial traders, no charities or non-commercial organisations shall be permitted to stand.
- 11.2 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 shall be chargeable at the full rate.
- 11.3 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 Markets Officer for approval. In the absence of the Markets Officer, all such applications should be referred to the Markets 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.
- 11.4 Boston Borough Council reserves the right to stand at any time to promote awareness of its own services where appropriate.
- 11.5 No organisation should be able to stand to promote and/or influence the public in political manner.



## **12.0 FEES**

12.1 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 2 to this policy.

12.2 Fees will be invoiced retrospectively at the end of each month and payment can be made using the following methods:-

- Online: Log on to:  
  
[www.mybostonuk.com/payments](http://www.mybostonuk.com/payments) (this service is available 24 hours a day, 7 days a week)
- Contact our financial services team on 01205 314465 during office hours
- Pay at your local Post Office or Pay point Outlet by presenting your invoice with your payment.
- Direct Debit (please see above)
- Cheque – Cheques should be made payable to Boston Borough Council. Please ensure that your invoices reference is placed on the back of the cheque.
- Internet Banking/ BACS. Pay using your online bank account. Our sort code is 40-12-30, Account Number 51644807, Bank: HSBC
- Standing Order – contact our financial services team to request a mandate. If you chose this option please ensure that you have included your customer number on your mandate before submitting it to the bank.

12.3 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 you being unable to trade on Boston Market until your account is settled in full.

12.4 All fees are subject to at least an annual review and changes are reported as part of the Council's ongoing budgetary process.

## **13.0 INDEMNITY AND INSURANCES**

13.1 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.

13.2 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.

13.3 Failure to provide valid insurance for either casual or regular traders will mean immediate dismissal from the market until the correct paperwork is produced.

#### **14.0 TRANSFER OR SUB-LETTING OF STALLS/PITCHES**

14.1 The transfer or sub-letting of stalls and pitches, or any part thereof, is strictly prohibited.

14.2 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.

#### **15.0 ABSENCE FROM THE MARKETS**

15.1 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 1st April - 31st March.

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

15.3 Fees remain payable during any additional periods of absence if the trader wishes to resume trading under designated "regular trader" status. A quarterly absence report shall be run to monitor leave; any outstanding rents will be billed as required.

15.4 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.

15.5 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 Markets 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.

- 15.6 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.

## **16.0 TERMINATION OF LETTING**

- 16.1 The Borough Council has the absolute right to terminate the letting of a stall or pitch, with immediate effect in the event of:

16.1.1 Breach, by any trader, of the Markets Policy.

16.1.2 Breach, by any trader, of any legislation pertaining to the operation of the market.

- 16.2 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.

- 16.3 Where the breach is deemed not serious enough to warrant immediate termination, the breach will be dealt with as follows:-

16.3.1 First Breach. Trader issued with a written warning which is recorded by the Council on the Trader's file.

16.3.2 Second Breach. Trader issued with a further written warning which is recorded by the Council on the trader's file.

16.3.3 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.

## **17.0 GOODS TRADED**

- 17.1 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



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

17.3 All traders shall ensure that they are in a position to issue a written receipt showing the trader details, when it is requested by the purchaser.

## **18.0 CHANGES IN GOODS TRADED**

18.1 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 giving regards to Section 8. The trader shall not make any material changes in the type or range of goods traded prior to receiving the necessary consent.

## **19.0 LAYOUT**

19.1 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.

19.2 The Council reserves the right to permanently alter the layout of the market in the Market Place 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.

## **20.0 STALL & PITCH BOUNDARIES**

20.1 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.

20.2 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 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.





## **21.0 CONDUCT**

- 21.1 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.
- 21.2 Traders shall conduct their business in a lawful manner meeting all legislative requirements relevant to the operation of their business.
- 21.3 Traders shall at all times exercise courtesy towards other traders and members of the public passing through the market.
- 21.4 The Council will not tolerate any form of abuse or violent behaviour.
- 21.5 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.

## **22.0 HEALTH & SAFETY**

- 22.1 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.
- 22.2 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 Markets Officer.
- 22.3 A health and safety inspection shall be carried out, by the Council, during each market; a copy of which will be held on file. The inspection shall take into account, but shall not be restricted to:
  - 22.3.1 Stall frames
  - 22.3.2 Stall frame safety pins
  - 22.3.3 Cables
  - 22.3.4 Electrical supplies and equipment
  - 22.3.5 Stall holders' trading practices
  - 22.3.6 Obstructions
  - 22.3.7 Vehicular movement

A copy of the Health and Safety inspection sheet is at Appendix 3 to this Policy.



## **23.0 STALLS - ERECTION, DISMANTLING, USE AND DAMAGE**

- 23.1 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. The Council will also provide and put in the stall frame pins in to Council owned stalls. Once erected, no stall supplied by the Council shall be removed, disconnected or dismantled by any trader. If there are any concerns about this, traders should liaise with the Markets Officer.
- 23.2 Stalls will be erected on the evening/night before the market takes place i.e. Tuesday and Friday. Stalls will be erected between 4pm and 7pm; however these times may change to suit Boston Borough Council's operational needs.
- 23.3 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.
- 23.4 Should damage occur or someone be injured as a result of any trader not putting their own stalls up safely, they will be liable for this, rather than the Council and their details will be passed on to the third party.
- 23.5 Traders are to ensure they have sufficient weights and fastenings to support their stall(s) in inclement weather conditions.

## **24.0 COMPLIANCE WITH FOOD SAFETY REGULATIONS**

- 24.1 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 4. Traders are required to provide evidence of the registration to the Markets Officer.
- 24.2 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.
- 24.3 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.
- 24.4 All food traders must supply Boston Borough Council with the following:
- Documentation from the Local authority where your business is registered;
  - Documentation showing the date of your last food hygiene inspection; and
  - Your current hygiene rating.
- 24.5 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.



## **25.0 SALE OF ILLEGAL OR INAPPROPRIATE GOODS**

- 25.1 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 profane text or images.
- 25.2 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

## **26.0 CORE TRADING TIMES**

- 26.1 Core trading times are those hours during which stalls and pitches must be occupied and trading.
- 26.2 Core trading times on Boston Market in the Market Place are:
- 08.30am to 3.30pm; and
- Core trading times on Boston Market in Bargate Green are: 08.30am to 2pm, or later, as and when required.
- 26.3 Regular traders must take occupation of their pitch by 8.30am. Casual traders shall be allocated a pitch as early as possible after 8.00am, subject to availability. Please see Clause 10 regarding booking a casual market stall. In cases of extreme weather, trading times may be altered. See Section 29.

## **27.0 ALLOCATED PITCHES**

- 27.1 All regular traders should, wherever possible, be allocated the same pitch each Wednesday, or each Saturday.
- 27.2 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.
- 27.3 In all cases, the allocation of stalls remains at the absolute discretion of the Council.
- 27.4 Casual traders will be allocated available pitches on the day of the market. These may not always be in the same location.



## **28.0 VEHICLES**

- 28.1 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 Markets Officer.
- 28.2 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.
- 28.3 The Markets Officer may on occasion deem the market would be a safer environment for traders and members of the public if vehicles remained on the market (such as high winds). In such instances, the Markets Officer will inform traders of his decision and agree where vehicles should be parked. The final decision on this is the Markets Officer's.
- 28.4 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.
- 28.5 Traders shall not return their off-site vehicles to the market during core trading times (as detailed in clause 26), 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 4.30 pm and the Market Place must be vacated by 5.30 pm at the latest.
- 28.5 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 16 of this document.

## **29.0 REFUSE REMOVAL**

- 29.1 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.
- 29.2 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 Markets Officer and collection times agreed.



29.3 On no account shall traders dispose of commercial market waste in public bins.

29.4 No waste is to be left at the Market. Traders may leave themselves open to prosecution if any waste is left on site. Clause 16 will be used if required.

### **30.0 EXTREME WEATHER CONDITIONS**

30.1 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.

30.2 Where trading has already commenced and the Council considers it appropriate to require the cessation of trading, they shall notify the traders accordingly and supervise the removal of all goods, equipment and vehicles from the Market Place/Bargate Green.

30.3 Where a market is cancelled by the Council during a market day, or a trader is permitted to leave the market early in accordance with 30.1 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.

30.4 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.

30.5 Traders are permitted to take one inclement weather day per trading market to use in weather conditions they deem not fit to trade in.

30.6 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 Markets 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.

### **31.0 COMPLAINTS**

31.1 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 Markets Manager.



- 31.2 If, after referral to the Markets Manager, the trader still considers that the issue has not been dealt with satisfactorily, then the Council's formal complaints procedure should be followed.
- 31.3 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 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.

### **32.0 CHANGES TO THIS POLICY**

- 32.1 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.



**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 has 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 & 2/3 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.



## APPENDIX 2

### TABLE OF FEES AND CHARGES TO TRADE AT BOSTON MARKET 2022/2023

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

Charging Item	Current Charge (£)
<u>Market Place &amp; Bargate Green Per Council Stall (10ft)</u>  Regular Trader (Per Market)**  Casual Trader (Per Market)  Casual Trader - Block of 6 markets – have to agree to stand at time of booking – refunds not available	£21.00 Exempt No VAT  £24.00 Exempt No VAT  130.00 Exempt No VAT (New Fee April 2022)
<u>Market Place &amp; Bargate Green Per Pitches (per 1ft frontage)</u>  Regular Trader (Per Market)**  Casual Trader (Per Market)  Casual Trader - Block of 6 markets – have to agree to stand at time of booking – refunds not available	£1.50 per 1 ft frontage Exempt No VAT  £1.90 per 1 ft frontage Exempt No VAT  £1.70 per 1ft Exempt No Vat (New Fee April 2022)
Electricity (other than for lights in winter)	£2.00 standard rate
Parking Permits	3 hour ticket purchased for all day - - limited car parks only Permit free

From 1<sup>st</sup> April 2022

\*\* Incentive for REGULAR traders that stand every week April to February that the market is running (excluding their holiday entitlement) can stand free in March.

Incentive for NEW REGULAR traders – stand for 4 consecutive markets and get the next 4 consecutive markets free.





**HEALTH & SAFETY INSPECTION FORM**

Date..... Market.....

The following checks are to be made by the Markets Officer during every Wednesday and Saturday Market and a copy retained on file:

Observation Comments	Action taken	Action Required
<p><b>1. Market Stalls.</b></p> <p>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><b>2. Stall Frame Safety Pins.</b></p> <p>Ensure pins are in traders stalls, make a note of the location of which stalls have been reviewed.</p>		
<p><b>3. Electric Cables</b></p> <p>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 quantities are available. Where matting is not available, make a note.</p>		
<p><b>4. Electrical Supply Boxes.</b></p> <p>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</p>		



<p>box doors are correctly located and secured.</p>		
<p><b>5. Stall Holders' Trading Practices.</b></p> <p>When completing checks of the market, ensure you cannot see any items that should not be sold, i.e. firearms, knives, and inappropriate adult content.</p>		
<p><b>6. Gangways/Obstructions</b></p> <p>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></p> <p>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.</p> <p>Where unauthorised vehicles are parked in the Market Place, the Markets Officer is to summon assistance from Lincolnshire County Council to deal with the vehicles.</p>		

**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/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](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°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.
- 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 has to 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:  
<https://www.food.gov.uk/sites/default/files/media/document/loosefoodsleaflet.pdf>

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





**WEDNESDAY AND SATURDAY MARKETS  
APPLICATION TO TRADE ON BOSTON MARKETS  
April 2022**

Full Name(s)	
Trading name (if different)	
Address	
Postcode	
National Insurance number	
Date of birth	
Telephone Number	
Mobile Number	
Email address	
Regular/Casual Trader	
Facebook page	

**Trading Day(s):** (please tick)

Wednesday	
Saturday	
Wednesday & Saturday	

**Stalls or Pitches** (please tick)

Stall		Pitch	
Number of stalls or pitches required			

Preferred Location      Market Place / Bargate Green (please delete)

April  
2022



Third Party Insurance: Please ensure a copy of your insurance is with this form.

Power requirements: .....

List of goods to be traded:


Do you have any disability or special needs you would like to make us aware of:

.....

.....

If you are a food trader, you must provide documentation:

- From the Local authority where your business is registered;
- Showing the date of your last food hygiene inspection; and
- Your current hygiene rating.

Rent terms: Fees are charged retrospectively at the end of each month. Payment terms are strictly 14 days from the date of the invoice.

.....  
(Please Sign & Print Full Name)

Date: .....

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

Please ensure that all relevant documentation is provided with your application.

Thank you.

