

# **MASHAM PARISH COUNCIL**

## **MASHAM MARKET RULES 2019**

Mashamshire Community Office, Little Market Place,  
Masham, North Yorkshire, HG4 4DY  
Tel: 01765 680205 Fax: 01765 680209  
E-mail: [mashamparishclerk@gmail.com](mailto:mashamparishclerk@gmail.com)

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## MASHAM MARKET RULES 2019

1. The Masham Market Rules 2019 (“the 2019 Rules”) passed by the Masham Parish Council (“the Council”) on 4<sup>th</sup> March 2019 shall take effect from 1<sup>st</sup> April 2019 upon which date, all preceding Masham Market Rules are withdrawn in their entirety. The 2019 Rules shall remain in force until withdrawn by the Council.

2. The Council shall have absolute discretion on all matters, issues, disputes, etc. in relation to the management of Masham Market and the 2019 Rules as it shall see fit and its decisions thereon shall be final and binding on all parties. The Council’s nominated person, being the Superintendent, referred to herein may be authorised by the Council to carry out all or any of the functions referred to in the 2019 Rules on behalf of the Council as it sees fit.

3. Prospective traders must provide the Council with a Traders Registration Form, completed in full – see Appendix A. In addition, the trader must:

- a) Provide documentary evidence of adequate liability insurance protection (min. £4million),
- b) Hold the appropriate statutory licence to trade,
- c) Have electrical equipment used PAT tested annually,
- d) Have all PAT testing up to date and provide inspection records,
- e) Ensure all wiring conforms to IEE wiring regulations (BS7671).
- f) Follow instructions to not interfere with any electrical equipment belonging to Masham Parish Council and report concerns and faults immediately.
- g) Provide any other evidence or information as the Council decides.
- h) Adhere to General Data Protection Regulations and be aware of Masham Parish Council’s General Privacy Notice available at <http://hub.datanorthyorkshire.org/dataset/masham-parish-council>
- i) Give written details specifying the nature of the goods and/or services to be traded together with documentary evidence that all relevant Regulations have been obtained (e.g. food & hygiene).

By completing and signing the Traders Registration Form, the prospective trader agrees to comply absolutely with these Rules and any subsequent changes thereto or directions thereunder which the Council may see fit to impose. Masham Market is an OPEN market subject to such limitations on the number of stalls, types of product, duplications, etc. as the Council may wish to impose from time to time at its absolute discretion. For the avoidance of doubt, all traders agree that the Council or its nominated person may, at their absolute discretion, refuse a trader permission to trade on the market, specify goods and/or services which a trader may or may not trade or require a trader to cease trading in either certain or all goods and/or services immediately and at any time where in the Council’s opinion the trader has failed to comply with any requirement of the 2019 Rules or a direction made thereunder.

4. The prospective trader may not commence to trade in the specified goods and/or services until the Council or its nominated person has indicated in writing that all Registration requirements it deems necessary have been satisfied. The Council may refuse to register any prospective stallholder or to withdraw a Registration at any time at its sole discretion and such decision shall be binding.

5. Normal market trading is hereby permitted on every Wednesday and Saturday throughout the year (except where Christmas Day, Boxing Day and New Year’s Day fall on a Wednesday or Saturday) and these shall be known as “normal market days”. In addition, the Council may approve additional market trading day during the year on such basis and requirements as it shall consider appropriate, e.g. Bank Holiday Mondays.

6. Pitches shall be assigned to traders at the absolute discretion of the Council on the terms set out in Appendix A. At the discretion of the Council, a trader may apply to be registered with the Council

as a Regular Trader on the terms set out in Appendix A. All other traders shall be recognised as Casual Traders. The Council will use its best endeavours to assign the same, or 'best available' pitch to each such Regular Trader on each market day attended; however, the Trader accepts that circumstances may arise which prevent or disrupt this assignment. Pitches will be assigned to Casual Traders by the Council or its nominated person or persons at the commencement of each day of trading and shall be for that day only. The distinction between Regular Traders and Casual Traders shall only apply to normal market days. On all other market days, all traders shall be treated equally as if they are Casual Traders for the purpose of applying these Rules.

7. A Regular Trader may set up their assigned pitch from 6am with permission. A Casual trader must wait until 8:30am to be assigned a pitch for that market day. A Regular Trader who fails to either arrive by 8:30am or to notify the Council's nominated person prior to that time of anticipated late arrival shall forfeit their rights to any previously-assigned pitch for that market day. All traders must cease trading by 5:00pm and all pitches must be vacated by 5:30pm.

8. Rental charges and, where appropriate, retainers and any other costs, shall be due on the basis set out in Appendix A. Subject to the bad weather refund set out in Appendix A, the full charge shall apply to the whole day of each approved market day, regardless of whether or not the trader attends for the full day. The full amount of rental charges must be paid in cash to the Council or its nominated person at the commencement to trade on each approved market day which the trader attends, unless an alternative payment arrangement has been agreed with the Council in writing. All other costs shall be paid on the basis set out in Appendix A. The Council may amend or alter in any way any of the content of Appendix A at any time as it sees fit.

9. All trading activities, including advertising, relevant to a trader and his business must take place within the confines of the pitch area assigned to that trader. Where the activities of a trader extend beyond that pitch area at any time, the Council or its nominated person may ask the trader to remove such excess materials immediately.

10. Traders are permitted to erect and maintain sales facilities within the area of their assigned pitch if they are relevant to the business approved to be conducted, are fit and proper for purpose, do not conflict with the general ambiance of the market and comply with all health and safety regulations. The Council or its nominated person may, at their discretion, require a trader to make changes forthwith to his sales facilities if they are not considered appropriate. Traders undertake to ensure that they are aware of all external regulations and statutory requirements which apply to them and to their trading on an ongoing basis, and to comply fully therewith at all times. Traders agree that Masham Parish Council shall have no responsibility for ensuring such awareness and compliance. No trader shall act in any manner which may be unfairly detrimental to any other trader. To the full extent permitted by law, Masham Parish Council does not accept any responsibility whatsoever for any liability arising in respect of injuries, financial losses or any other outcomes to any trader, his employees or assistants, or to any member of the public as a result of the negligence or other act of a trader or third party.

11. All traders must ensure that all litter and other detritus relating to their trading is collected and removed by them at the end of each approved market day in accordance with all relevant statutory legislation. No radio broadcasts or recorded or live music or other entertainment of any nature shall be played or performed at any time unless prior approval has been obtained from the Council or its nominated person or persons on terms that shall be specified at the time or in advance by the Council.

12. All grievances, disputes or other matters in relation to the 2019 Rules shall in the first instance be referred to the person deemed to be responsible for the market on the day. If the matter is not satisfactorily resolved, it shall be referred to the person or persons nominated by the Council for this purpose. Where appropriate, these person or persons may refer the matter to a duly convened meeting of the Council for a decision. In accordance with paragraph 2 above, a decision of the Council in relation to all Market matters shall be final and binding on all parties.

# MASHAM MARKET RULES 2019 - APPENDIX A

## Rental Charges & other Costs

1. In this Appendix, references to “the Council” shall include “or its nominated person or persons” as appropriate.
2. The Council will allocate a pitch (or pitches) to each trader prior to any trading taking place. The layout, including all relevant dimensions, and location of each pitch will be determined by the Council and will be binding on the trader. No changes to pitch layout or location will be permitted without prior written agreement of the Council. The Council reserves the absolute right to require a trader to amend the layout and/or location of a pitch at any time, whether or not requested by the trader.
3. At the time of first allocating a pitch, The Council will measure the frontage (as determined by the Council) for the purpose of raising rental charges. The Council reserves the right to re-measure the frontage at any time on a market day and, if it sees fit, amend the applicable rental and other costs charged for that pitch. A trader may, at any time on a market day, request the Council to re-measure said frontage and amend the rental charges accordingly. All measurements shall be in centimetres rounded upwards to the nearest 30 centimetres with a minimum rental charge per pitch for 420 centimetres.
4. In accordance with Rule 6, a trader who wishes to register as a Regular Trader shall indicate on which normal market days each week the trader intends to trade, i.e. Wednesday only, Saturday only or both days, and shall only be treated as a Regular Trader for rental charges and other costs in respect of those nominated days. For the avoidance of doubt and by way of example only, a Regular Trader who elects to attend on all Saturdays only shall be treated as a Casual Trader if he decides to trade on a Wednesday.
5. The trading year shall have two parts: SUMMER (1 April to 30 September) and WINTER (1 October to 31 MARCH). Different rates of rental charges shall apply to Regular Traders and to Casual Traders.
6. Rental charges are as follows:
  - Summer - Regulars £1 per 30cm with a minimum of £14
  - Casuals £1.25 per 30cm with a minimum of £17Winter – As above with a minimum of £8 for regular traders and £10 for casual traders. Regulars will be charged on a 50% retainer fee for non-attendance during the summer. The retainer in the winter part shall be £NIL All retainers due should be paid not later than the commencement of trade on the next normal market day on which the Regular Trader attends. Due to only six months trading where the retainer applies, no rent rise will be contemplated this year. However, the full 26 weeks will be charged. **ALL MARKET CHARGES WILL BE THE SUBJECT OF AN ANNUAL REVIEW**
7. The Council reserves the right not to hold the market in poor weather conditions and the Council will be the sole arbiter of the decision not to hold the market.
8. A first-time Casual Trader who attends at least one normal market day for 4 consecutive weeks shall be able to apply to the Council to be a Regular Trader thereafter. If a Regular Trader fails to attend for 4 consecutive weeks the trader shall revert to Casual and must then attend for the next four weeks to regain Regular status. During that period of deemed Casual, a specific stall position will not be guaranteed.
9. Upon application by any trader, the Council may make parking facilities available to the trader as the Council sees fit.

# Masham Parish Council–Traders Registration Form - APPENDIX B

I apply to be a Masham Market Regular Trader/Casual Trader (delete as appropriate) on Wednesday/Saturday/Wednesday & Saturday normal market days (delete as appropriate) and I agree to abide by the above rules and conditions of the 2019 Rules relating to Masham Market.

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NAME.....TEL. NO.....

ADDRESS.....

.....

POSTCODE.....

NATURE AND TYPE OF GOODS FOR SALE:

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VEHICLE REG NO (S).....

**PUBLIC LIABILITY INSURANCE DETAILS (Minimum £4 million required); MPC require a copy of this:**

INSURER.....

POLICY NUMBER.....EXPIRY DATE.....

## APPLICANT STATEMENT

1. I acknowledge and agree that Masham Parish Council may supply my contact details and dates of trading on Masham Market to HMRC, the Trading Standards Office and any other regulatory bodies when required or legally obliged to do so.
2. I have received a copy of the 2019 Rules relating to Masham Market and agree to abide by them in their entirety at all times. I accept that the Council's decision is final in all related matters.

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NAME [Please Print] ..... DATE.....

SIGNED.....

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## THE COUNCIL OR ITS NOMINATED PERSON STATEMENT

1. I confirm acceptance of Rule 4, that all Registration requirements deemed necessary have been satisfied.

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NAME [Please Print] ..... DATE.....

SIGNED.....