

Market Rules and Code of Conduct December 2022 edition

Code of Conduct

Our aim is to protect and enhance the Market's reputation as a vibrant, attractive, and safe environment for the shopping public, traders and employees of the Market.

We pledge to create and maintain an environment that respects diverse traditions, heritages and experiences and is inclusive of all parts of the district.

What the Market Team expect from Traders

- Treat customers, other traders and the Market Team with courtesy, patience, and honesty
- Be respectful to people of all genders, races, ages, ethnicities, and abilities
- Not to act in a manner that is abusive or aggressive, making anyone feel uncomfortable to be within the market space
- Notify the Market Team immediately of any conflict issues or any unsafe conditions
- Practise safe behaviours at all times, to include driving on and off site, loading and unloading
- Stalls are provided by you and must always meet standards of safety and appearance

What Traders can expect from the Market Team

- We will always be courteous and polite
- Respond to the diverse needs of our Traders, adapting our approach as required
- Listen to your feedback, act on it, and respond
- Apologise if things go wrong and do our best to put things right
- Regularly review our working practices in consultation with you
- Promote our Traders on the Market's communication channels (to include our website and social media)
- Ensure that stalls are deemed safe and take action where this is not the case

Market Rules

As a Council, we recognise the importance of markets in the local economy and the character of the area. They remain important to us and contribute in a number of ways to the local communities they serve, delivering town centre vitality.

These Market Rules apply to all markets (including event markets) controlled by St Albans City and District Council.

These will be reviewed annually on the 1st April each year.

Part 1

Part 1 rules apply to all Traders on markets managed **or** licensed by St Albans City and District Council.

1. Prohibited and restricted items

- 1.1. As a Trader you are not permitted to collect money or sell articles for the benefit of charitable or other purposes from a Stall or Pitch unless the relevant licence has been obtained from the Council's Charitable Collections Team.
- 1.2. Lottery tickets, drugs, medicines, drugs paraphernalia, weapons, and firearms or imitation firearms shall not be sold from a Stall or Pitch.
- 1.3. Only fur produced as a by-product of food consumption will be permitted to be displayed or sold at any market operated or commissioned by St Albans City and District Council.

To abide by this, a market Trader must evidence the validity of the product by:

- 1.3.1. Providing a letter of intent on company headed paper that the Trader will abide by this rule should the Trader wish to trade fur.
- 1.3.2. Provide a letter of certification from the Trader's supplier of the fur, that the fur has been produced as a by-product of food consumption.
- 1.3.3. Provide a letter of certification of the country of origin of the fur supplied to the

Trader, European Union or otherwise.

2. Compliance with legislation

- 2.1. Any Trader found contravening any food safety, trading standards, or consumer protection legislation will be required to remove the goods. and will be reported

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to the Business Compliance at St Albans City & District Council and/or Trading Standards at Hertfordshire County Council. We can suspend you from trading on that day and/or until relevant authority has been obtained to sell those goods.

- 2.2. In line with the Counter-Terrorism and Security Act 2015, the Stalls are not to be used for the purposes of promoting extremist views.
- 2.3. You must comply with your responsibilities as an employer under all relevant regulations and legislation to your employees.
- 2.4. You must comply with the Consumer Rights Act 2015.
- 2.5. As required by the Hallmarking Act 1973, all Traders selling gold, silver, platinum, or palladium must display a Dealer's Notice (gov.uk/guidance/hallmarking-how-businesses-can-comply-with-the-law).
- 2.6. Any signs that you use must comply with the Trades Description Act 1986 and shall not be, in any way, misleading or offensive to the public.
- 2.7. 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).
- 2.8. All market Traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944–48 and the Employment of Children Act 1973.
 - 2.8.1. 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.
- 2.9. All Traders are duty bound by law to follow the Health and Safety at Work etc. Act 1974. If you fail to do so, we will suspend or permanently remove you from the market. It is your responsibility to check and use the latest addition of the Act, associated regulations, and guidance available.

3. Food Traders

3.1. If you operate as a food Trader selling food for human consumption you shall:

- 3.1.1. Supply confirmation from our Environmental Health Authority that they are happy for you to trade, subject to the provision of relevant information and documents to the Council before trading commences.
- 3.1.2. Be registered with the Environmental Health Authority at least 28 days prior to trading at the Market and always comply with food safety guidance for moveable and/or temporary premises you operate at the market.
- 3.1.3. Have a current Food Hygiene Rating of 4 or 5.
- 3.1.4. Prominently display most recent Food Hygiene Rating.

3.2. If you are selling pre-packed foods which are considered 'Low risk', you must have the following in place to trade safely:

- 3.2.1. appropriate cover to the roof, sides and back of Stalls from which food is to be sold, and such other facilities/ equipment as required by law, or by Environmental Health or Trading Standards Officers. You must comply with any requirement to remove the sides of your Stall which will be made taking into consideration the weather conditions
- 3.2.2. suitable hand washing facilities such as hand sanitiser or hand wipes.

3.3. If you are selling hot food or ready to eat foods ('High risk food'), you must have the following in place to trade safely:

- 3.3.1. appropriate cover to the roof, sides and back of Stalls from which food is to be sold, and such other facilities/ equipment as required by law, or by Environmental Health or Trading Standards Officers. You must comply with any requirement to remove the sides of your Stall which will be made taking into consideration the weather conditions
- 3.3.2. suitable hand washing facilities such as hand basin with necessary prerequisites such as hot and cold running water, soap, hand drying facilities and a suitable method for disposing of wastewater.
- 3.3.3. ensure direct handling of food is done wearing clean gloves or with clean hands.

- 3.3.4. procedures for you and your employees as a food business to ensure that food handlers are supervised and provided with food hygiene instruction and/or training which is appropriate to their duties and to the nature and type of the business.
- 3.3.5. procedures to ensure that you maintain standards of hygiene and cleanliness as required by law, Environmental Health Officers, Trading Standards Officers, the Food Standards Agency (to a minimum of four under the Food Hygiene Rating Scheme) or us. Should any food Trader be found to have failed to comply with these requirements, they will be required to leave the market immediately and will not be permitted to return until they can demonstrate full compliance to the satisfaction of the Environmental Health Authority. No refund on Market Fees will be given in these circumstances.
- 3.3.6. ensure food safety documentation, i.e., the food safety management system, is always available for inspection.
- 3.3.7. seek and comply with the requirements and advice of our Environmental Health Authority who can be contacted by email at FHRS@stalbens.gov.uk

Part 2

Part 2 rules apply to all Traders on markets managed by St Albans City and District Council and private operators licensed by St Albans City and District Council should have regard to these rules in operating their event.

4. Market hours

4.1. The days and the hours of trading at the markets will be determined by the Council, notified to Traders and, where practical, displayed on the notice board at the junction of St Peter's Street and Waddington Road and on the markets pages on the Council's website. These hours are specified in Appendix A.

5. Permitted Commodities

5.1. We are responsible for the layout of the market and ensuring a balance of goods to make the market attractive to customers. Therefore, we will assess new applications for trading against the current balance at 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 at the market.

5.2. You do not need to apply for a Temporary Event Notice (TEN) as we hold a premises licence for the Market. If you want to sell alcohol from any Stall or Pitch you must obtain authorisation from the Council's Designated Premises Supervisor for the licensed premises: The Market Area, St Peter's Street.

5.3. You shall not deal in, sell, or display goods other than those stated in your Traders Agreement which will be agreed with us in advance of you trading.

5.4. You must not misrepresent the goods you have for sale and any goods sold must conform to relevant standards and display markings as appropriate. We do not let Pitches for the promotion of political parties, political campaigns, the promotion of a particular religion, or the promotion of religion in general.

5.5. Where possible we encourage you to use sustainable packaging and utensils and avoid single use plastics. We will give priority for Regular Pitches based on the sustainability of your business.

5.6. We will keep five Pitches between Regular Traders selling substantially the same commodity.

5.7. If we do not currently have a place for you on the market, we will add you to a waiting list.

6. Allocation of Pitches

- 6.1. The allocation of Pitches will be at our absolute discretion. However, we will, as far as is practicable, ensure that Regular Traders are allocated the same Pitch on each Market Day.
- 6.2. We usually allocate Pitches two days before a particular Market Day. Regular Traders are assumed to be intending to occupy their Pitch unless they have provided prior notice of non-attendance to markets@stalbans.gov.uk.
- 6.3. If you have an allocated “Regular” trading position on a particular market and on a particular Market Day, you must claim that position no later than the times specified for that individual market.

Failure to do so may result in the temporary allocation of the trading position to a “Casual” Trader with no abatement of any charges due from you as the “Regular” user.

- 6.4. You are not allowed to move (including for a temporary period) or extend your Pitch without first receiving our permission.

6.5. Non-attendance

- 6.5.1. We reserve the right to temporarily allow trading on a Pitch in place of a non-attending Regular Trader.
- 6.5.2. If without notifying us, you, as a Regular Trader fail to attend a Market on two consecutive weeks or six occasions in a twelve-month rolling period, then your Trader Agreement will be terminated. Exceptional circumstances will be reviewed by the Council on an individual basis.

6.5.3. Unavoidable delay

- In the event of unavoidable delay through illness, vehicle breakdown or other reasonable cause, we may reserve a Pitch, at our discretion, if you contact our Market Team prior to letting time for that particular market.
- If we have reserved a trading position as above, and you fail to attend, we reserve the right to hold you liable for the payment of a “Casual” fee in addition to your “Regular” charge.

6.5.4. **Holidays**

At our discretion, if you are a Regular Traders who is up to date with your payments you will receive a rent-free period whilst you temporarily vacate your Pitch due to your holiday. You will be entitled to 6 days per market as holiday, the markets being:

- Wednesday Charter Market
- Saturday Charter Market
- Farmers Market

You must give us a minimum of two weeks' written notice prior to your holiday. We will consider additional absences where the pitch fee is paid in full, in exceptional circumstances.

6.5.5. **Sickness and bereavement**

- Where, as a Regular Trader, you are absent through illness and you provide a Medical Certificate, we will grant a maximum of 3 weeks free of Market Charges in any 12-month period. The first week of illness will be charged at the full cost of the Pitch, with the waiver of daily charges being introduced from the second week onwards.
- If you are absent for more than 4 weeks through illness, where certification is provided, we will consider allowing you to remain as a Regular Trader without charging you further.
- If, as a Regular Trader, you suffer a close family bereavement, you will be allowed one day's trading absence in any 12-month period and no daily charge will be payable for that day. If you require additional absences due to bereavement, we will consider any requests on an individual basis.

7. **Fees**

- 7.1. All trading days must be booked and paid for in advance through the online booking system. As a Regular Trader you are required to make payment at least one week in advance.
- 7.2. You can make block bookings for several months ahead. You will only be able to book Pitches on the markets that you have been approved for. Bookings will close by midnight the day before the market date. As a Casual Trader you must

have received an email confirmation for the day on which you want to trade from the Markets Team.

- 7.3. If there is a significant reason why you are unable to use the booking system, you can pay via a card machine on the day of the market. However, Pitch locations will not be guaranteed. In addition, due to the extra administration required, the Pitch fees will be charged at a slightly higher rate.
- 7.4. We will not request, or take, cash payments for any fees or charges.
- 7.5. You must pay the fees to operate on the Market. Where, as a Regular Trader, you fail to pay on demand, you will be in arrears and recovery action will be taken against you.
- 7.6. If you build up arrears, your status as a Regular Trader will be revoked after two missed fee payments and we will notify you in writing that your Trader Agreement has been terminated. You should note that this will impact your ability to trade on our markets and may prevent you from becoming reinstated as a Regular Trader in the future.
- 7.7. We reserve the right to review market fees when required and alter the charges as we deem necessary. All Traders will be notified at least four weeks before any changes are implemented.

8. Pitches

- 8.1. So that the market is accessible to all, and easy for customers to safely navigate, you must not place any items beyond the boundaries of your Pitch. This includes, but is not limited to, goods, cables, waste, signage, and storage boxes.
- 8.2. You must ensure that your allocated Pitch is clean and tidy throughout the day and cleaned down at the end of each day. You must make use of the waste disposal facilities at regular intervals throughout the day during the market. In the meantime, you must keep all waste within your Pitch.
- 8.3. It is your responsibility to ensure all cables are covered and out of reach of members of the public, to prevent any injury.
- 8.4. You must not use a free or empty Pitch without obtaining permission from us. We reserve the right to sell such space at the market rent achievable for the time of year.

8.5. You must not assign, transfer, sublet or otherwise dispose of your interest in any trading position on the Council's markets, without express, written approval from us.

8.6. You must not display any sign other than those connected with your retail business on your Pitch unless you have our written permission.

8.7. **Assignment**

8.7.1. Regular Traders who have given at least 10 years of continuous service to a particular Council market may register to ask for permission to nominate a successor to their market business interests. This will apply for the same number of Pitches for which they have held 'Regular' status for the said 10 years.

8.7.2. You must pay the registration fee. We will determine if such nominees are acceptable and fulfil specified criteria which includes providing satisfactory personal and financial references and conforming to the commodity requirements for the Pitch. Your nominee must fill in a new Trader application form.

8.7.3. If we agree to grant a transfer, the outgoing Trader will be required to pay an administration charge of £75.00 (or as we determine in the future) per Market that the trader is authorised to trade on i.e., Wednesday Charter Market, Saturday Charter Market, The Farmers Market.

8.7.4. You can request a change of commodity on transfer, but it will only be considered in exceptional circumstance (e.g., bereavement, 25 years or more service, etc.).

8.7.5. You must pay these charges before a new Trader will be permitted to commence trading.

8.7.6. If you have acquired trading privileges by assignment you cannot re-assigned for 2 years from the date of you started trading.

9. Stalls

9.1. Stall equipment that you provide

9.1.1. Stalls supplied by you must meet the expected standards of safety and appearance that we require.

- 9.1.2. A copy of your Trader Agreement must be prominently displayed on the Pitch and available for inspection to members of the public and Council officers.
- 9.1.3. If in our opinion any part or parts of the Stall are deemed to be unsafe it will be your responsibility to remove the item(s) and make safe.
- 9.1.4. If you continue to trade without removing the unsafe item(s) or equipment you will be suspended immediately and asked to leave the market. You will only be allowed to return to the market when they have satisfied the Council that they have made their Stall safe.
- 9.1.5. You shall not affix your Stall to, or place any of your goods or produce on, any item of street furniture or public memorial.
- 9.1.6. All Gazebos and pop-ups must be weighted, regardless of the weather. It is your responsibility to ensure they have enough weights to make their Stall safe and compliant with your Public Liability Insurance.

9.2. Stall equipment provided by us

- 9.2.1. No alterations are permitted to our Stalls without our prior written consent. If we permit an alteration, it is your responsibility to return the Stall to its original construction prior to leaving the market. During periods of inclement weather, you may be asked by us to reinstate the original Stall configuration for reasons of Health and Safety.
- 9.2.2. We do not accept any responsibility whatsoever for any damage or injury caused by any authorised or unauthorised alterations or additions to the Stalls or other equipment. You must notify us immediately of any defect in Stall equipment.

9.2.3. Damage

You or your representatives must not alter, extend, or erect signage on the Stalls you use, without our written permission.

In the event of damage during your use of the Stall, the cost of repairing such damage will be recovered from you and any default in any payment will be recoverable by legal action.

9.2.4. Fire

You are responsible for ensuring that you conduct your businesses in such a manner as to minimise the risk of fire.

You must not install any heating apparatus of any kind.

10. Electricity

- 10.1. If you require electricity, you must inform us on your application form. If approved, and space is available, you will be allowed to connect to an approved electrical outlet in the Market Area. Except with our written permission, electrical power may only be used for scales, tills, and lighting. You must ensure all your electric cables and appliances conform to the required legislation and that, where cables are in a public space, they are covered. If we deem any cables or electrical appliances as unsafe you must remove them immediately.
- 10.2. We may suspend the use of electricity by any Trader.
- 10.3. If you cause any damage to the Market Area electrical supply equipment you will be charged for the repair.

11. Liquid Petroleum Gas (LPG)

- 11.1. 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.

12. Traffic Management

- 12.1. When you are leaving the market in your vehicle you must use the approved entrances and exits.
- 12.2. You must not drive at a speed exceeding 5 mph within the market.
- 12.3. You must park your vehicle so that you do not obstruct traffic and, if required, in accordance with our directions.
- 12.4. You must ensure that you do not cause any inconvenience to the public or other Traders by Loading and Unloading.
- 12.5. If you do not permission to use your vehicle as a Stall) you must remove it from the Market in the mornings and return in the evenings, in accordance with the time schedules for each individual Market.
- 12.6. **Trailers:** It is your responsibility to manoeuvre your trailer into position without disturbing other Traders.
- 12.7. If you are onsite outside of the times set out in Appendix 1 you do so at your own risk. We will take no responsibility for any incidents that take place outside of the times mentioned in Appendix 1.

- 12.8. Unloading and Loading must be completed in the times set out in Appendix 1 (market timetable). We have the discretion to vary Loading times dependent on the conditions and circumstances on site.

13. Parking permits

- 13.1. As a Regular Trader you can apply for a car park season ticket through the Markets Team by requesting an application form.
- 13.2. We will allow one parking permit per Casual Trader which will be issued to allow free parking in specifically designated areas of Council car parks on the day of the market, as we direct. You must display the parking permit clearly on the windscreen of the vehicle when it is parked in the car park, otherwise a penalty notice will be issued in accordance with the car parking orders. Any other vehicles you have must be paid for in accordance with the rules of the car park.
- 13.3. If you require two commercial vehicles to bring your stock to the market, we will issue an additional permit.

14. Conduct of Traders

- 14.1. If you or your employees or representatives behave in a manner which may be deemed in breach of the law, or which is of an anti-social nature, threatening (physical or verbal) behaviour, you may be suspended from trading.
- 14.2. Traders are expected to represent St Albans markets in a positive manner. Traders should not disgrace, belittle, or shame customers, fellow Traders, or Council officers in-person, or online including in social media posts. Any Trader or representative who is abusive or posts online or social media comments may result in suspension. For serious offences, suspension will be immediate and will be permanent.
- 14.3. You should report any incidents of hate crime to the Police. A hate crime is any incident which the victim (or anyone else) thinks is based on someone's prejudice towards them because of their age, race, religion, sexual orientation, if you are in a marriage or civil partnership, disability, pregnancy or maternity, or because they are transgender.
- 14.4. Not all hate incidents will amount to criminal offences, but it is important that all incidents are reported to the Police.

- 14.5. If you are subject to verbal or physical abuse, including hate crime, or any form of discrimination not covered by 14.3 from a member of the public or fellow Trader, whilst trading on the market, you should report this to the Market Team immediately by sending an email to markets@stalbans.gov.uk or speaking to the Market Team.
- 14.6. If you or someone working on your behalf is convicted of, or cautioned for, a hate crime, or has in our reasonable opinion subjected someone to verbal or physical abuse whilst operating in, or near to the market, or has been excluded from another market for either of these reasons, you will be excluded from St Albans Markets.
- 14.7. You cannot do anything on the Stall and/or in the market which will contravene any statute, regulations or byelaws relating to the market which may from time to time be in force.
- 14.8. You are expected to observe, respect, and carry out the reasonable instructions and directions of the Market Team, or any other authorised Officer of the Council.
- 14.9. Any observed breach of Market Rules or Regulations will result in a warning letter/e-mail being issued to you. This communication will remain on file for a year. In the event of a second breach of the Rules or Regulations in that year, you will have your Traders Agreement cancelled which means you will not be permitted to trade at any of the Council's markets or events in the future, or for such period as the Council may determine.
- 14.10. You shall not sell any goods or allow them to be sold by auction or touting.
- 14.11. You can only use amplifiers, or other noise-making devices or motors or after consultation with us. Any such use must comply with the Council's generator policy (stalbans.gov.uk/sites/default/files/attachments/Generator%20Policy.pdf).
- 14.12. You or a member of your staff must not keep any dog or other animal at your Stall without written permission from the Council. This does not apply to a blind or partially sighted, or deaf person, who may keep an assistance dog belonging to them or with them at the Stall.

15. Returns policy

Traders are required to choose one of the following three returns policy which will be included on a Trader agreement, along with their name, trading name, and the

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commodities that they are permitted to sell. You may use an alternative returns policy if agreed with us, but this will depend on the legal advice that we receive and will delay you being able to trade on the market. This Trader agreement must be prominently displayed on a Trader's stall at all times that goods are sold or displayed for sale.

15.1. Refund

"Your legal rights: When you buy goods from a business, you have several legal rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed.

In addition to your legal rights, we allow you to return goods if you change your mind. Please return the unused goods to us with the original receipt within 14 days and we will offer you a full refund."

15.2. Exchange

"Your legal rights: When you buy goods from a business, you have several legal rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed.

In addition to your legal rights, we allow you to return goods if you change your mind. Please return the unused goods to us with the original receipt within 14 days and we will offer you an exchange."

15.3. Legal rights only

"Your legal rights: When you buy goods from a business, you have several legal rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed.

Except where above, we do not offer refunds or exchanges on items sold."

16. Market closure in exceptional circumstances

16.1. We can close the market down in exceptional circumstances and you must vacate your Pitches as soon as possible. If you continue to trade after we have instructed you to leave, we may impose a permanent ban preventing you from trading at the markets again (e.g., vehicle assisted terrorist attack, gas leak, fire). You should note that Trader insurance is generally invalid if the market is closed.

- 16.2. **Market closure in advance due to weather warning:** If the Met Office issues a weather warning, we will consider closing the Market. If a weather warning is issued by the Met Office where speeds or gusts of wind are predicted to reach 35mph or above, the market will be closed. We will only make a decision 48 hours before the market event takes place.
- 16.3. **Weather change on the day:** If we need to close the market before 12.00 noon on the day of the market a full credit will be made to you. If we must close the market after 12.00 noon on the day of the market a 50% credit will be made (e.g., same day weather warning, flooding, heavy snow).
- 16.4. You are responsible for carrying out a risk assessment of how you trade, in line with the needs of your insurance policy.

17. Public liability insurance

- 17.1. All Traders, Casual and Regular Traders shall indemnify the Council against all costs, actions, claims and demands by any person or body arising from the exercise of their trading activities or those of their employees, representative or agents and shall hold a valid insurance policy for public liability for claims up to £5 million. We will require you to hold and have available for inspection your current public liability insurance certificate. You will not be allowed to trade if you cannot provide proof of insurance. You are responsible for ensuring that appropriate insurance is in place to cover all situations in which you operate. Please note most membership insurance policies are personal to you to use for your business purposes.
- 17.2. In the case of a limited company or limited liability partnerships, we require every director of the business to be a member of the insurance scheme. You will need to provide this proof to us.

18. Notice period

- 18.1. As a Regular Trader you must give four weeks' written notice if you intend to cease trading.
- 18.2. We may give you notice that we intend to remove you from the market, and this will also be a period of four weeks' unless the reason for this is serious in nature. If we consider the reason to be serious, we will require you to cease trading as soon as we serve you with the notice.
- 18.3. We will not refund you for the current rent during the notice period.

19. Compliance with market rules

19.1. You must comply with all reasonable directions of the Council.

19.2. If you do not comply with these Market Rules, we may suspend you from trading.

20. Amendments to the rules

20.1. We will review and reissue Market Rules on a yearly basis. We may add to, or otherwise amend the Market Rules, in the light of changing circumstances, or for any other reason, and we will advise you in writing of any changes.

21. Procedure for exclusion from trading

21.1. If you fail to adhere to market rules or instructions given by us, we will issue a verbal warning for the first instance. For a second incident we will issue a written warning. Any further failure will result in a permanent ban from trading on any St Albans City and District Council markets.

21.2. If we consider the first failure to adhere is serious, we will issue a permanent ban from trading on any St Albans City and District Council markets immediately. E.g.: Verbal or physical abuse towards public, other Traders, or the Markets team.

21.3. We will issue all written warnings and permanent bans in writing, and they will be effective immediately.

22. Appeals and complaints

22.1. If you wish to complain about these Market Rules or our enforcement of the rules, you can make a complaint in writing to our Complaints Team, Civic Centre, St Peter's Street, St Albans, Hertfordshire, AL1 3JE, or by email customerservices@stalbans.gov.uk.

22.2. If you are not happy with our resolution of your complaint, you can appeal (stalbans.moderngov.co.uk/documents/s50063718/03.1%20Responsibility%20of%20Council%20Functions.pdf). Appeals can be made:

22.2.1. against the decision of Officers in pursuit of Council policy where such decision, if implemented, would result in the suspension of a market letting, where such suspension would result from unauthorised or unexplained absenteeism, and

- 22.2.2. against termination of market lettings either for persistent breaches of market regulations or in respect of the Council's policy on long term absence through sickness. (

To request an appeal by the Committee you will need to write to us, at the above address, within 21 days of the date of our decision on your complaint. You will then be able to attend a hearing and tell the Appeals (Employment and Licensing) Committee why you believe that we should have upheld your complaint.

When you request a hearing by the Appeals Committee, we will arrange it. We will write to you to tell you the date, time, and place. We will prepare an agenda for the hearing, and you will receive a copy of it at least five working days before the hearing. The agenda will contain the procedure and any officer reports.

You can be represented by a solicitor, or supported by a friend or colleague, at the hearing. We will write to let you know the decision of the Appeals Committee within five working days of the hearing.

Appendix A

Market Day	Earliest arrival	Vehicles offsite	Loading	Trading hours	Traders offsite
Sunday	6am	9:30am	2pm	8am to 2pm	4pm
Monday	6am	9:30am	2pm	8am to 2pm	4pm
Tuesday	6am	9:30am	2pm	8am to 2pm	4pm
Wednesday	6am	9:30am	4:30pm	8:30am to 4:30pm	6:30pm
Thursday	6am	9:30am	2pm	8am to 2pm	4pm
Friday	6am	9:30am	2pm	8am to 2pm	4pm
Saturday	6am	9:30am	4:30pm	8:30am to 4:30pm	6:30pm

DEFINITIONS USED IN THIS DOCUMENT

“we”	Officers employed by St Albans City & District Council to carry out the Markets function
“you/your”	The Trader, or employee of the Trader, operating on any market managed or licensed by St Albans City & District. Including Trader, Regular Trader, and Casual Trader.
Casual Trader	A Trader who has been granted temporary use of a Pitch to trade. This classification is confirmed in the Trader Agreement.
Charter	The granting of a weekly market in a specific town.
The Council	St Albans City and District Council represented by an officers employed by the Council to carry out the Markets function.
Loading & Unloading	Means the process of getting goods and equipment in and out of the Traders’ vehicles. This includes the set up or take down of the Stall or Pitch.
Market Area	The area as defined in the Charter or as approved by the Council for the Market to take place. A market will have a layout as specified by the Council and the Council remains in control of all space within the Market Area. The layout will determine the location of Pitches permitted for use.
Market Day	The day (or days) of the week upon which the Council have approved the holding of a retail market. This may be by means of a Charter or by the Council appointing a market. The current Market Days are Wednesday and Saturday for the Charter Market and the second Sunday of every month for the Farmer’s Market.
Permitted Commodities	Those goods and commodities for which the Trader has approval of the Council to sell at a given market.
Pitch	A 3m by 3m wide area wide area of land from which the Trader is authorised to sell Permitted Commodities during the Trading Hours on any given day. The location of Pitches will be determined by the layout as specified by the Council. The Council retains all rights to all Pitches/space within the Market Area. Traders have no rights to a specific Pitch and location of a Trader within the market will be determined by the Council.
Regular Trader	A Trader who has been approved to trade on a specified market and who makes payments in advance. This classification is confirmed in the Trader Agreement.

Stall	The structure, trailer, or other device upon which the Permitted Commodities are displayed for sale following approval of its use from the Council.
Trader	An individual who we have authorised to trade on a market.
Trader Agreement	The agreement between the Council and a Trader which sets out commodities permitted to be sold by that Trader on a specified market, subject to these Market Rules and such other conditions as may be included in the Trader Agreement. Trader agreements are valid for up to a 12-month period and will be reissued at the start of the financial year, subject to Trader behaviour and account status. A Trader Agreement does not guarantee a specific Pitch.
Trading Hours	The period of time which Traders are permitted to sell goods as set out in Appendix 1 (Market Timetable). We have the discretion to vary Trading Hours dependent on the conditions and circumstances on site.