

**WOOTTON BASSETT TOWN HALL & TRUST**  
**WEDNESDAY MARKET**

**RULES AND REGULATIONS**

TRADERS ARE REQUESTED TO READ CAREFULLY THE FOLLOWING RULES AND REGULATIONS AND BRING THEM TO THE NOTICE OF THEIR STAFF OR OTHER PERSONS REPRESENTED ON THEIR TRADING AREA.

**THE TRUST** MEANS ROYAL WOOTTON BASSETT TOWN COUNCIL ITS EMPLOYEES AND AGENTS.

**THE MARKET MANAGER** MEANS THE PERSONS APPOINTED BY THE TRUST TO MANAGE AND OPERATE THE MARKET.

**THE TRADER** MEANS ANY SUCH PERSON OR PERSONS AND THE EMPLOYEES OR AGENTS THEREOF CONTRACTING WITH THE TRUST TO TAKE TRADING OR EXHIBITION SPACE.

**THE MARKET** MEANS THE WEDNESDAY MARKET HELD IN THE HIGH STREET ROYAL WOOTTON BASSETT.

**MARKET DAY** EVERY WEDNESDAY EXCEPT BANK HOLIDAYS.

**1. CASUAL TRADERS**

All casuals will be accepted on first come first served basis unless otherwise determined by the Market Manager.

**2. WEEKLY PAYMENTS**

- (a) Rent is payable on each Market Day as from the first attendance.
- (b) In the event of a permanent Trader not attending the Market that Trader is responsible for full payment of rent during the period of absence.
- (c) Traders will be permitted up to two weeks rent free absence in any twelve-month period.
- (d) Casual Traders will pay rents due when allocated their trading space.
- (e) Permanent Traders may choose, if they so wish, to pay an extra amount weekly to provide advance payment for a planned absence from the Market.

**3. NOTICE TO QUIT - PERMANENT TRADERS**

- (a) A period of two-weeks-notice is requested from Permanent Traders wishing to cease trading at the Market.
- (b) The Trader may not rescind this notice during the final trading period without the consent of the Market Manager.

**4. DISMISSAL - ALL TRADERS**

- (a) The Trust reserves the right to dismiss any trader from the Market immediately by issuing the Trader with the relevant period of notice to quit.
- (b) The Trust reserves the right to refuse any Trader permission to trade at the Market.

## TIMETABLE

### **5. ENTRY HOURS AND TRADING HOURS**

- (a) The permanent Traders may enter the site from 06.00 hours, unless otherwise stated.
- (b) All permanent trading sites must be occupied by 08.30 hours and vehicles unloaded without delay.
- (c) Casual stallholders will not be allocated spaces before 08.00 hours.
- (d) In the event of any permanent trading space not being occupied by 08.30 hours, the Market Manager has the right to refuse the use of that trading space by the Permanent Trader for that day's trading.
- (e) The trading hours are between 08.30 hours and 16.00 hours (*4.00p.m.*). No deviation from these hours is permitted so long as the conditions of para.6(g) are complied with and all equipment, stalls and vehicles are cleared from the square by 17.00 hours (*5.00.p.m.*).
- (f) The trader of the stall is to ensure that it is manned at all times during trading hours.
- (g) All traders are to ensure that they have cleared the High Street of all equipment, stalls and vehicles by 17.00 hours (*5.00.p.m.*). No deviation from this time is permitted.

### **6. VEHICLE MOVEMENT**

- (a) All non-trading vehicles must be removed from the Market area by 08.30 hours.
- (b) No vehicle movement is permitted on the Market area during trading hours without the authority of the Market Manager.

### **7. PARKING**

- (a) Where parking facilities are provided the Trader must park in the allocated area.
- (b) Unauthorised vehicles parking on the site during trading hours (08.30 hours to 16.00 hours - *4.00 p.m.*) may be towed away. The Trust will not accept any responsibility for any damage caused to the vehicle and any expenses incurred will be charged to the trader.
- (c) Where parking is permitted on the market drip trays must be used.
- (d) No parking under the Town Hall will be permitted.

## **TRADING**

### **8. TYPE OF TRADE**

- (a) The Trader must declare in full the type of goods in which he is trading.
- (b) The Trader will not add to or alter the type of goods in which he is trading in the Market without prior written permission from the Market Manager.
- (c) Each Trader is to declare a single core trade as defined in the list supplied by the Trust. The Trader may, at the discretion of the Market Manager decide that another Trader could better serve the Market as the declared sole provider of this trade, he may grant the new Trader the exclusive right to Trade in this commodity.

### **9. ALLOCATION OF TRADING SPACES**

- (a) All applications for a trading space will be decided in order of receipt by the Market Manager.
- (b) The Trader is not to sell, transfer or sub-let his trading area to any other person.

### **10. BOUNDARIES**

- (a) The Trader will use only the area allocated to him.
- (b) Under no circumstances will any Trader encroach upon another trading area.
- (c) The trader is not to occupy his trading area in a manner that may cause any obstruction or hazard to the Public or other traders.

## **SITE PROPERTY**

### **11. DAMAGE**

- (a) No trader may do or cause any damage to the site or to any fixtures or property belonging to the Trust.
- (b) Any damage which may have been done or caused by the Trader to the site or to any fixings or property of the Trust or owners of any adjacent properties shall immediately be made good at the expense of the Trader to the entire satisfaction of the Trust or to the owner of the adjacent property.

## **LIABILITIES AND RESPONSIBILITIES**

### **12. BEHAVIOUR**

- (a) The Trader is responsible for the behaviour of every person, paid or unpaid, represented on his trading space. Violence, violent threats, offensive language or unruly behaviour will not be tolerated and may result in the Trader being expelled from the Market.
- (b) The playing of music via radios, cassette players etc, is prohibited at all times except for where the Trader is in possession of a current performing Rights Licence.

### **13. HEALTH REGULATIONS**

- (a) Traders selling any food commodity must comply with all the Public Health Regulations as interpreted by the Area Health Officer or his representative. Wootton Bassett Town Hall & Trust will not accept any responsibility for any prosecution or legal proceeding arising from any infringement.
- (b) Traders setting up a new food business will be required to register their business with Wiltshire Council 28 days prior to commencing any food operations. For more information, contact Wiltshire Council.

### **14. SAFETY REGULATIONS**

- (a) Any Trader selling inflammable articles shall provide an appropriate fire extinguisher.
- (b) All Traders will have due regard for the Health, safety and well being of the public and other Traders and must comply with all safety Regulations as interpreted by the Area Environmental Health Officer or his representatives. Wootton Bassett Town Hall & Trust will not accept any responsibility for any prosecution or legal proceeding arising from any infringement.

### **15. CREDIT NOTES**

Credit notes will not be issued by Traders under any circumstances.

### **16. REFUSE**

- (a) The Trader is responsible for keeping his trading space, and any adjoining area, clear of refuse throughout the day.
- (b) At the end of the Trading day, the Trader must clear all refuse from his trading space and is to take all his refuse with him for disposal.

## **17. CLAIMS, INDEMNITY AND INSURANCE**

- (a) Each Trader shall indemnify Wootton Bassett Town Hall & Trust against all liabilities, actions, costs, claims and compensation for injury or loss to persons or damage to or loss of any property arising as a result of his occupancy of an allotted trading space or of any act of omission or negligence done or omitted by the Trader, his agent or any person, paid or unpaid, under his directions.
- (b) Each Trader must adequately insure and keep himself insured to cover his liabilities under the law and these Rules and Regulations. The Trader must also hold a Third Party (Public) Liability Insurance Policy to cover his legal liability for negligence for any indemnity of, at least FIVE million pounds. The policies of insurance are to be shown to the Market Manager on first taking up his trading space and on demand by the Market Manager at intervals not exceeding one year.

## **18. APPLICATION OF RULES AND REGULATIONS**

- (a) Each Trader is bound in all respects by these rules and regulations.
- (b) The Trust reserves the right to waive or alter any of these rules and regulations. Either generally or in any particular case, in the interests of the Market.
- (c) Should any questions arise, whether provided for in these rules and regulations, or not, the decision of the Market Manager shall be binding on each and every trader.

## **19. CONDITIONS OF STALLS AND COVERS**

- (a) If in the opinion of the Market Manager the stalls or top covers are not in good condition, the traders will be required to replace them.
- (b) Should any replacement stall or covering not be acceptable to the Market Manager, the Trader's attention will be drawn to rule 4(a) and 4(b).

## **20. REDRESS OF GRIEVANCE**

- (a) If any trader feels that he has received unfair treatment or wishes to dispute a decision of the Market Manager, he is to state his case in writing to the Town Clerk, Royal Wootton Bassett Town Council. The Town Clerk is to investigate the complaint and make a decision.
- (b) Should the Trader be dissatisfied with the ruling made by the Town Clerk on his complaint, the Trader is to take the matter further by bringing forward the complaint in writing to the Wootton Bassett Town Hall & Trust.
- (c) Such complaints are to be investigated by the Wootton Bassett Town Hall & Trust and a ruling is to be made.
- (d) Any ruling or decision made by the Wootton Bassett Town Hall & Trust is final and binding on all parties.

SIGNED.....Town Clerk

Date.....

SIGNED.....Market Trader

Date.....

May 2017

## **DEFINITION OF CORE TRADES**

1. Meat
2. Fruit & Vegetables
3. Groceries & Provisions
4. Pastry & Confectionery
5. Health Foods
6. Fish, Poultry
7. Cooked Foods & Cheeses
8. Refreshments & Snack Bar
9. Men & Boys Clothing
10. Women's Wear
11. Infants & Children Wear
12. Household Fabrics and Textiles
13. Haberdashery
14. Footwear
15. Floor Covering
16. Glass, China & Pottery
17. Toilet Preparations, Perfumes
18. Books
19. Toys & Games
20. Hand Made Crafts
21. Leather Goods
22. Knitwear
23. Brass & Cooper
24. Garden Equipment & Gnomes
25. Reading & Sun Glasses
26. Tools & Key Cutting
27. Jewellery & Watch Repairs
28. Rainwear & Umbrellas
29. Ladies Lingerie & Nightwear
30. Electrical Goods
31. Domestic Appliances
32. Greeting Cards
33. Car Accessories
34. Records, Tapes & CD'S
35. Market Operators
36. Leather & Shoe Repairs
37. Sportswear & Equipment
38. Furniture & Carpets
39. Wicker & Basket Wares
40. Hot Potatoes (Oven Baked)
41. Jokes & Novelties
42. Flowers
43. Pet Foods & Accessories
44. Cutlery
45. Frozen Foods
46. Farm Produce & Eggs
47. Stamps, Coins & Medals
48. Patio Doors & Windows
49. Charity & Fund Raisers
50. Wallpapers & Paints
51. Silk & Dried Flowers
52. Wigs and Hair Products
53. Newsagents & Tobacconist
54. Woodmill & DIY
55. Demonstrator
56. Locks, Safes & Alarms
57. Upholstery, Stretch Covers
58. Fishing Tackle
59. Musical Instruments
60. Spiritualist, Tarot etc
61. Fossils & Minerals
62. Household Goods
63. Hoisery & Underwear