



CAMBRIDGE CITY COUNCIL

Cambridge General Market

Terms & Conditions



CAMBRIDGE GENERAL MARKET

Cambridge General Market (hereafter referred to as “the Market”) is an important aspect of the city centre retail offer and provides both an invaluable service to residents and all users of Cambridge city centre and affordable business opportunities for local people. The market is a key social, economic and heritage and cultural asset for the city, as well as being a valuable source of income for Cambridge City Council (hereafter referred to as “the Council”), so ensuring it continues to thrive is a key priority for the Council. Cambridge Market operates under the provisions of the City of Cambridge Act 1985 and Part III of the Food Act 1984.

The market needs to be able to offer an appropriate mix of goods and services, so that it remains attractive to customers and commercially viable. The Council will achieve this, while maintaining fair and reasonable business opportunities for Market Traders and healthy competition, through the adoption of any future Balance of Trade policy. The following Terms and Conditions govern the operational management of the General Market by the Council, as the General Market’s owner and operator. All licensed Market Traders (hereafter referred to as “Trader(s)”) shall ensure their full compliance of the Terms and Conditions.

If any Trader has a ‘protected characteristic’, as defined under the Equalities Act 2010 and notifies the Council of the nature of the protected characteristic and its impact on their ability to trade in accordance with the Terms and Conditions, the Council will consider making the necessary reasonable adjustments to the implementation of these Terms and Conditions to enable that Trader to be able to trade.

The Council may change these Terms and Conditions at any time in the future upon giving 28 calendar days written notice to Traders. Prior to any changes the Council will consult with Traders for a period of 28 days and consider any representations made. However, operational changes deemed necessary under Health and Safety may be introduced without prior consultation.

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply to these terms and conditions.

1.1. Definitions:

“Casual Position”

means permissions from the Market Management Team for a Trader to occupy a Pitch for a temporary period other than that specified in their Licence.

“High Risk Foods”

means foods, which will support the growth of food poisoning bacteria and are ready to eat (such as sandwiches, pizzas, hot meals, cooked products containing meat, fish and cheese; cooked products for re-heating such as pies, ready meals, smoked or cured meat, fish; dairy products such as cheese). and/ or contain allergens which are required by legislation to be declared.

“Hot Food Premium”

means an extra fee paid by a Trader so that they can sell hot food from their Pitch.

“Licence”

means the permission granted to a Trader so that they are able trade on the Market granted in accordance with, and subject to, these terms and conditions.

“Market”

7-day market held on the Market Square, Cambridge (that takes place on Market Hill & Market Street) including the associated underground Trader toilets and storage areas

“Market Hours of Operation”

means the hours of operation set out in clause 2.1

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| “Market Management Team” | refers to the person or team advised to Traders from time to time by Cambridge City Council. |
| “Trader” | means an individual who has signed a Licence to operate on the Market, who offers goods or services for sale from a Pitch on the Market. |
| “Trading Day” | means a day on which the Market is open for trading. |
| “Severe Weather” | means the market will not trade during severe or extreme weather events that in the opinion of the market management team pose an unacceptable level of risk. As a guide this will be when the Met Office issues an Amber or Red weather warning or when winds are forecast to be above a certain threshold in Cambridge. metoffice.gov.uk - 0370 900 0100 |
| “Pitch” | means a defined Pitch on the Market set aside for Traders to trade from. |
| “Weekday” | means from Monday to Friday including bank holidays. |
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- 1.2. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular
 - 1.3. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time
 - 1.4. A reference to these terms and conditions or to any other agreement or document is a reference to these terms and conditions or such other agreement or document, in each case as varied from time to time.
 - 1.5. Any obligation for a party not to do something includes an obligation not to allow that thing to be done.

2. GENERAL

- 2.1. The Market will operate as a 7-day a week General Market - Monday to Sunday (including bank holidays), between 10am- 4pm, or as advised to Traders from time to time by the Market Management Team.
- 2.2. Subject to clause 6.10, the Market will open on all days except Christmas Day, Boxing Day and New Year's Day.
- 2.3. These Terms and Conditions apply to the Market, including any replacement market as provided by the Council (temporary or otherwise) and the Trader agrees that they shall comply with these Terms and Conditions at all times.
- 2.4. The Council may introduce special event days such as Christmas 'late night shopping' when trading may be extended or as otherwise instructed by the Market Management Team.
- 2.5. The Council shall have the right to close the Market on any given day at its absolute discretion if it considers it to be operationally necessary. For such a period of closure, the Council will waive the pitch fee and any associated charge; but will not be liable for any loss incurred by the Trader, either directly or indirectly from the closure.
- 2.6. The Council shall have the right to alter the pitch location of licensed Traders on any given day at their absolute discretion if it considers this to be operationally necessary, either on a temporary or permanent basis whether at the Market or any replacement market thereof (erected temporarily or otherwise).
- 2.7. Cambridge City Council will provide and maintain adequate and hygienic toilets and washroom facilities for Traders.
- 2.8. The Council will maintain any market stall infrastructure it provides.
- 2.9. Whenever possible, Traders will be given reasonable notice of maintenance and other work on and around the Market which could affect their trading activities.
- 2.10. All complaints relating to the Council's General Market service, with the exception of trader-on-trader complaints, will be managed in accordance with the Council's Policy:

Compliments, complaints and suggestions - Cambridge City Council

- 2.11. The mix of categories of goods and services licensed to be sold on the Market and associated maximum number of available Licences by category type, will be managed in accordance with any future Balance of Trade policy.

3. LICENCES

- 3.1. A person may only occupy a Pitch in the Market if they have a Licence issued by the Council to do so for that period.
- 3.2. The Licence will come into force on the “Licence Start Date” as set out by the Council on the form of Licence.
- 3.3. If a Trader applies in writing for a Casual Position on the Market, and that is confirmed by the Market Management Team, then the Trader shall be charged for the Casual Position irrespective of whether the Trader attends. The Casual trading policy is available upon request.
- 3.4. Any Licence that is not signed by the Trader within 7 days of issue shall automatically cease to operate and the Trader shall have no right to operate from the Market.
- 3.5. A Licence is personal to the Trader and is not capable of transfer.
- 3.6. The Trader shall have the right to terminate a Licence at any time by giving to the Council a minimum of 28 days written notice, in writing, to that effect on any day on which the Pitch and the Facilities are in use. Any such notice may be served by the Trader by email, recorded delivery or in person. On such determination the Licencee shall remove all goods and fittings, and equipment as required by the Council.
- 3.7. The Council shall have the right to terminate a Licence at any time by giving to the Trader at least three months written notice in advance. Such notice may be served by email, by post or in person. On such determination the Licencee shall remove all goods and fittings, and equipment as required by the Council.

- 3.8. Without prejudice to the provisions of Clause 3.6 and 3.7 above, the Council has the right to terminate a Licence on the following grounds:
- 3.8.1 If a Trader is routinely absent on one of their licenced days (without Market Management Team approval) or if the Trader routinely fails to attend any weekday pitch, they are licenced to but continue to attend pitches they are licenced to on a Saturday or Sunday. For example, if a Trader is licenced to a Monday, Saturday and Sunday but fails to attend the Monday pitch. This will be considered in breach of this paragraph.
- 3.8.2 If the Trader has been declared bankrupt or insolvent
- 3.8.3 If the Trader is found to have committed a material breach of these terms and conditions or for misconduct and the Licence is terminated in accordance with the Disciplinary Policy, as set out in **Appendix 1**.
- 3.9. When a Trader surrenders their Licence, they may nominate another person to take a Licence of the Stall from which they have been operating subject to agreement with the Market Management Team.
- 3.10. The Market Management Team may at its sole discretion allow the Licencee's Nominee to enter a new Licence of the Stall if:
- 3.10.1. A formal written request from the Trader giving details of the nominee is submitted to the Market Management Team before the Licence is surrendered.
- 3.10.2. The nominee has signed a Licence.
- 3.10.3. The nominee has not previously had a Licence terminated or
- 3.10.4. suspended by the Council on any Market within the City.
- 3.10.5. The nominee provides written proof of Liability Cover as required by clause 8 is provided.
- 3.10.6. There are no outstanding arrears in connection with the Licence.
- 3.10.7. The existing Licencee will remain on the Licence for a minimum of 1 year.

- 3.11. Alternatively, at its sole discretion, the Market Management Team may allow the nominee to enter into a Licence of an alternative Stall.
- 3.12. The Council does not accept any liability for injury or accident caused by a Trader's product or exhibit, loss of profits, or for damage or theft of a Trader's stock.
- 3.13. The minimum age to hold a Licence is age 16 (if under 18 a parent or guardian will be required to be on the Licence).

4. PRODUCT LINES AND PRODUCT LINE EXTENSIONS

- 4.1. Traders may only sell the product line set out in their Licence.
- 4.2. The Market Management Team will allocate product lines to vacant Pitches as it considers best for the Market's overall social, economic and environmental viability and for preserving a proper balance of trades on the Market
- 4.3. The Market Management Team may accept product lines that compete with existing Traders.
- 4.4. The Market Management Team reserves the right to decline any application for a Licence to sell a particular product; for example, if it considers that any particular trade or line will be over-represented on the Market. Additional items must be in keeping with what was on the original Licence.
- 4.5. Traders may only extend or change product lines by requesting that their Licence be amended to accommodate that change in writing.
- 4.6. If a request to change is granted set out in 4.5, the old Licence will be cancelled and a new one issued subject to payment of the appropriate amendment fee.
- 4.7. The Trader can only make changes to their Product Lines when the new Licence becomes effective.

5. PITCH APPLICATIONS AND NEW PITCH ALLOCATIONS

- 5.1. The following Pitches, when vacant, will be advertised by the Market Management Team for a minimum of 14 days:

- 5.1.1. All Saturday Pitches
- 5.1.2. All Sunday Pitches
- 5.1.3. Monday-Friday (inclusive) – all ‘premium’ Pitches meaning all outside Pitches and end of inner rows (A1-A18, B1, B7, B8, B18, C1, C7, C8, C16, D1, D7, D8, D15, E1, E7, E8, E14, F1, F7, F8, G1-G12).
- 5.1.4. The Market Management Team may advertise Pitches adjacent to any of the Pitches as a double Pitch if they consider this to be in the best interest of the Market.
- 5.2. All applications for Pitches from existing Traders that want an extra or alternative Pitch must be made in writing to the Market Management Team at market.management@cambridge.gov.uk or in writing to Market Management Team, PO Box 700, Cambridge, CB1 0JH.
- 5.3. The Market Management Team will consider the applications for vacant pitches or updating a Licence and will use the following criteria:
 - 5.3.1. The need for the particular trade or product line stated on the application and for preserving a proper balance of trades on the Market
 - 5.3.2. The desirability of allowing the continuity of a family business following retirement or bereavement.
 - 5.3.3. The conduct of the Trader, including any failure to comply with these Terms and Conditions or any legislation
 - 5.3.4. The attendance of a Trader on days licensed to operate on the Market
 - 5.3.5. Applications for new or additional Pitches or changes or extensions to Product Lines will not be considered whilst the applicant is:
 - 5.3.5.1. In arrears with any payments connected with their Licence or fees; or,
 - 5.3.5.2. Otherwise in breach of these Terms and Conditions

- 5.3.5.3. Extension to product lines must be in keeping with the original application and what is currently on the Traders Licence
- 5.4. All Saturday & Sunday Pitches will only be licensed to a Trader with at least one Licence for a Pitch on a Weekday.
- 5.5. A Trader who loses or surrenders all their Licences for Pitches on a Weekday, will automatically forfeit any Licence for Pitches on a Saturday or Sunday.
- 5.6. Any new Traders applying for Pitches, or existing Traders applying for additional Pitches, will only be allowed to use a maximum of 3 adjoining Pitches per day.
- 5.7. No new Pitch allocations will become effective until the Licence Agreement has been signed and returned to the Market Management Team.
- 5.8. A Licence that has not been signed within 7 days of issue will be withdrawn and the Pitch made available for re-allocation.
- 5.9. If a successful applicant is a Trader who then vacates a different Pitch, the Market Management Team may consider offering the vacated Pitch(es) to the applicant(s) that were deemed to be runners up without advertising.
- 5.10. All unsuccessful applicants for Pitches or product line extensions will be advised in writing with reasons. This decision is final and not open to appeal or complaint.
- 5.11. All new Traders will be required to pay a deposit of £250. This deposit will be refunded if the Licence is relinquished with no outstanding arrears to the Council

6. PAYMENT OF PITCH FEES

- 6.1. Pitch fees and other charges are determined by the Council and will be notified to Traders in writing once approved by the Council.
- 6.2. The Council will usually review all Pitch fees and other charges annually but may do so at different intervals.

- 6.3. The Council will notify Traders of any review and will consider representations made by Traders.
- 6.4. When the Council has decided to change fees and/or charges it will give Traders a minimum of 4 weeks' written notice prior to the date when the charges come into effect.
- 6.5. Traders will be charged monthly in arrears. All charges must be paid within the terms indicated on the invoice sent.
- 6.6. Payments must be made by direct debit. In exceptional circumstances, the Market Management Team may allow an alternative method of payment.
- 6.7. Any Trader in arrears with their fee will be subject to the disciplinary procedures detailed in **Appendix 1**.
- 6.8. The Market Management team may suspend any Trader who owes more than 4 weeks Pitch fee.
- 6.9. Except where the Market Management Team has waived the Pitch fee under 6.10, all Traders (including Casual's that have confirmed their attendance) must pay their Pitch fee irrespective of whether they attend the Market.
- 6.10. In Severe or Extreme Weather, or when winds are forecast to be above a certain threshold in Cambridge, Traders who do not attend the Market will not be charged for that day or day(s) if they are not in arrears with their Pitch fee.

7. ABSENCE FROM THE MARKET

- 7.1. For all absences Traders must advise the Market Management Team as soon as it is reasonably possible in advance of the Trading Day in question or, if this cannot be done, as early as possible on that day.
- 7.2. Should a Trader inform the Council they will be absent, the Council reserves the right to re-allocate the Pitch for that day to another Trader.

- 7.3. Traders that fail to attend the market for a period of 4 consecutive weeks without the written consent of the Market Management Team will be subject to disciplinary procedures.
- 7.4. Any Trader unable to attend the Market for a period due to circumstances beyond their control must notify the Market Management Team on the day and in writing as soon as possible. The Market Management Team may in their sole discretion waive the Pitch fee.
- 7.5. If the market management team does decide to waive Pitch fees, a medical note (or similar) will be required in the event the absence is health related.
- 7.6. Submitting a doctor's note (Statement of Fitness for Work) will **not** automatically mean your Pitch fees will be waived, see **7.4**. If your doctor's note is accepted, you will be expected not to attend the market throughout the duration of the stated period.
- 7.7. Pitch fees will not be waived retrospectively.
- 7.8. Non-attendance may be subject to a non-attendance administrative fee being applied (as amended by the Council from time to time) if a Trader has failed to inform the Market Management Team of their absence in writing by 8am on the day in question. If written communication is received before this time the fee shall not be applied. Details of the non-administrative management fee can be sought from the Market Management Team.

8. INSURANCE

- 8.1. Traders must have current third-party public liability insurance with a minimum coverage of £5,000,000 (FIVE MILLION POUNDS) and must:
 - 8.1.1. display their policy of insurance on their Pitch; and
 - 8.1.2. provide evidence to the Council of the insurance on request
- 8.2. Traders who are responsible for employees must also hold Employers Liability Insurance with a minimum level of cover of £5 million.

- 8.3. Market Traders not displaying evidence of insurance or providing evidence of their insurance as required will not be permitted to trade until this has been rectified. When a Market Trader does not provide evidence of valid insurance their Pitch Licence will be automatically withdrawn.

9. INDEMNITY AND COST OF DAMAGE

- 9.1. Traders will indemnify the Council against all costs, claims and damages arising from their use of the Pitch, or any other facility provided by the Council in respect of the Market operation.
- 9.2. The Council reserves the right to charge any Trader the full cost of repair or renewal to any council property related to the Market if in the reasonable opinion of the Council, the Trader or anyone working or connected with the Trader has caused the damage. This may also be classed as gross misconduct and subject to the disciplinary process as described in the Disciplinary Policy, **Appendix 1.**
- 9.3. Cambridge City Council does not in any circumstances, accept any liability for injury or accident caused by a Trader's product or exhibit, for loss of profits, or for damage or theft of a Trader's stock.

10. CONDUCT

- 10.1. Traders and any persons working for them are expected to conduct themselves in a manner that does not bring the Market or the Council - as the Market owner and operator - into disrepute. Traders are expected to present a positive image whilst trading at the Market and to treat council staff, customers, fellow traders and others with courtesy and respect, at all times.
- 10.2. Traders must not cause or encourage any nuisance or annoyance to other traders, occupiers of property in the vicinity of the Market or public visitors to the Market Square and adjoining side streets.
- 10.3. Traders must comply with every reasonable instruction asked of them from time to time by any member of the Market Management Team.

- 10.4. The Council reserves the right to require any Trader to leave the Market with immediate effect if the Council considers there to be a material breach of any of these conditions, which in the opinion of the Council justifies such action. Depending on the circumstances, a written warning may be given specifying the breach and citing what remedial action is required before the Trader is allowed to return to trade on the Market.
- 10.5. Traders must comply with the terms and spirit of the Equality Act 2010 and not discriminate against those with protected characteristics as defined under that Act.
- 10.6. Traders who are considered to have materially breached any of these Terms and Conditions by the Market Management Team will be managed in accordance with the Disciplinary Policy, as set out in **Appendix 1**.
- 10.7. Traders are responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.
- 10.8. A breach of these Terms and Conditions by anyone working on or in connection with a Trader's Pitch will be deemed to be a breach by the Trader.
- 10.9. Traders and those working with them must not:
 - 10.9.1. Use abusive or bad language, shouting or intimidating behaviour.
 - 10.9.2. Consume or be under the influence of alcohol on the market at any time.
 - 10.9.3. Discriminate against anyone on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion or belief.
 - 10.9.4. Use or permit the use of illegal substances on the Market at any time including toilets and storage area.
 - 10.9.5. Smoke anywhere on the market. Smoking is prohibited.
 - 10.9.6. Hawk or carry goods about for sale, whether in the Market or outside it.

- 10.9.7. Use Pitches for any purpose other than trading.
- 10.9.8. Pitch or call out goods for sale.
- 10.9.9. Sell live animals, fur or feathers on the Market.
- 10.9.10. Cause or encourage any nuisance or annoyance to the public or other Traders or occupiers of property in the vicinity of the Market.
- 10.9.11. Make any noise or play music that is considered by the Market Management Team to be a nuisance or inconvenience to other Traders, customers, residents or local businesses.
- 10.9.12. Cook on their Pitch except where this is part of the product-line set out in their Licence.
- 10.9.13. Bring animals onto their pitch. Animals (other than Assistance Dogs) are not permitted on the market without the written agreement of the Market Management Team.
- 10.9.14. Dispose of oil in drains in or around the Market.
- 10.9.15. Dispose of trade waste items (as set out in paragraph 14.13) in the bins provided on the market or public waste bins.

11. HOURS OF OPERATION

- 11.1. All Traders must ensure that their Pitch is suitably manned throughout the Market Hours of Operation and is open for trade.
- 11.2. Traders who fail to take their Pitch by 9.30am may not be permitted to trade on that Trading Day unless prior arrangement is made with the Market Management Team. No refund of Pitch fees will be paid in these circumstances. The Council may re-allocate the Pitch for any absence to another Trader.
- 11.3. Traders must not come onto the Market before 6.30am or before any washdown process has been completed, whichever is the latter.
- 11.4. All vehicles must be removed from the Market area (Market Hill & Market Street) by 9.30am and Traders must not bring their vehicles back to the Market area until after 4pm.

- 11.5. All Traders must vacate the Market by no later than 6pm.

12. PITCHES

- 12.1. Traders must not place or cause any goods to be placed on any Pitch or space such that they encroach or extend beyond the boundaries of the Pitch unless they have the written permission of the Market Management Team. Consideration must be given, at all times to ease of access for all users of the Market.
- 12.2. Pitch Boundaries are defined by the following:
- 12.2.1. Premium Pitches on A & G Row can utilise the cobbled area in front of the pitch up until the boundary of the highway, the back of the pitch is determined by the canopy that hangs over the frame of the pitch.
- 12.2.2. Premium Pitches operating from B7, B8, C7, C8, D7, D8, E7, E8 and F7 can utilise the additional overhang of the gable end.
- 12.2.3. Standard rate pitches are determined by the canopy that overhangs the frame at the front and back of the pitch.
- 12.3. Traders may spread onto adjacent empty Pitches after 9.30am with permission from the market management team. If a Trader transfers to a Pitch or Pitches, they are not licensed to, they will be charged the appropriate rate for the number of Pitches used.
- 12.4. Traders may only use A-boards if the boards are wholly contained within the boundary of the Pitch or subject to any requirements of the Market Management Team.
- 12.5. It is strictly prohibited to extend Pitches onto the public highway, obstruction of the public highway is a criminal offence under S.137 of Highways Act 1980.
- 12.6. Traders must not move, alter or add to the fittings or structure of their Pitch without the prior written consent of the Market Management Team.
- 12.7. Traders must remove any back or side sheets from their Pitch at the end of each Trading Day.

- 12.8. Traders must ensure that any back or side sheets are always kept in good and clean condition.
- 12.9. Traders must not leave any goods, articles or equipment (other than Boards) on the Market after Market Hours of Operation, without the prior written consent of the Market Management Team. This includes any lights, shelving or other construction.
- 12.10. Any Trader's property left on the Market after the Market has closed is left at the Trader's own risk.
- 12.11. Boards, articles, equipment or other construction left on the Market (but not in the designated storage area) outside the Market Hours of Operation without the written consent of the Market Management Team will be removed by our refuse collector.
- 12.12. The Market Management Team may withdraw any consent granted at any time, giving Traders 7 days' notice in writing, to remove lighting, shelving, boards or any other construction. If a Trader fails to remove articles within 7 days, they will be liable for costs incurred by the Council in removing said equipment, shelving or construction.

13. IDENTITY

- 13.1. Traders must display in a prominent and visible location on their Pitch, a legible, well-presented sign of a minimum A4 size always showing their trading name, during the trading day.
- 13.2. Traders must register their permanent addresses, date of birth National Insurance number, e-mail address and contact telephone number with the Market Management Team who must be notified of any changes.
- 13.3. It is the Trader's responsibility to ensure that their details held by the Market Management Team are accurate and up to date.
- 13.4. A Trader not providing evidence, upon request by the Market Management Team of their identity or contact details will not be permitted to trade and if this evidence has not been provided after 14 days, the Trader's Licence will be automatically withdrawn.

14. LITTER AND TRADE WASTE

- 14.1. The Council will carry out the regular cleaning of the Market area, and the drains and gullies on the Market as necessary to maintain their effective operation.
- 14.2. Traders must ensure that their Pitch and any adjoining passages, whether used by them alone or in conjunction with other Traders, are properly swept from time to time and shall ensure that litter is not allowed to accumulate.
- 14.3. Throughout the day Traders must ensure their pitch and the area surrounding their Pitch is cleaned. This should be in accordance with a cleaning plan and associated materials and agents, agreed in advance with the Market Management Team. Traders will ensure their Pitch and immediate trading area is clear of refuse and that all refuse generated by their business is legally disposed of at the close of business each day.
- 14.4. Traders must remove trade waste from their Pitch. The Council will provide and maintain adequate, hygienic and efficient refuse disposal facilities on the Market at all times, subject to breakdowns and other matters beyond its immediate control.
- 14.5. Traders who produce food waste must dispose of it in the correct food waste receptacle and have 2 x waste bins in their pitches to ensure food is separated from the general waste.
- 14.6. Traders who produce cardboard waste must flatten the cardboard and place it in the appropriate receptable, or as advised.
- 14.7. Traders must not put their trade waste in public litterbins.
- 14.8. Traders providing containers for food or drink consumption on the Market Place shall make such additional arrangements for litter as the Market Management Team deem necessary.
- 14.9. Traders must comply with any new initiatives introduced to improve removal of trade waste on the Markets. This will be advised in writing by the Market Management Team from time to time and may include the introduction of new charging mechanisms.
- 14.10. Traders must only use the waste receptacles on the Market for disposal of waste produced whilst attending the Market and not for

the disposal of any other waste that has been brought with them when first arriving.

- 14.11. If a Trader does not dispose of and/or remove trade waste in accordance with these terms and conditions the Council may remove the waste and pass on the charge to the Trader of the reasonable cost of removal and disposal.
- 14.12. All trade waste must be correctly disposed of before Traders leave the market.
- 14.13. Single use Plastics, Polystyrene, Cycles and Cycle Parts, Oil Drums & any other items deemed 'Bulky' waste e.g. plastic pallets, wooden boxes etc., by the Market Management Team will not be disposed of by the council. Traders are responsible for legally disposing of this type of waste and must remove this at the end of each trading day.

15. FOOD & HOT DRINK PITCHES

All Traders selling food from their Pitches must comply with any legislation relating to their business and pay particular attention to, the requirements set out in the Health and Safety Policy in **Appendix 2**.

16. HEALTH AND SAFETY

- 16.1. All Traders and those associated with their stalls are responsible for acting in accordance with health and safety legislation and associated Market Regulation requirements, as set out in **Appendix 2**, and are liable for any breaches.
- 16.2. Traders must comply with directions issued from time to time by the Council with a view to maintaining or improving the health and safety environment on the Market. Traders must have regard to the approved risk assessment. A copy of which can be obtained from the Market Management Team.
- 16.3. All Traders are responsible for maintaining a current risk assessment of their Market operation and to make it available to the Market Management Team upon request, as set out in **Appendix 4**

17. DISCIPLINARY

Any breaches of these Terms of trading on the Market will be dealt with in accordance with the procedures laid out in **Appendix 1**.

APPENDIX 1:

Cambridge Market Terms & Conditions

Disciplinary Policy

1. The Council will manage any alleged breach of the Cambridge General Market Terms and Conditions in accordance with the Disciplinary Policy.

Principles

2. The Policy is underpinned by the following management principles:
 - a) Disciplinary action will be taken in a fair, reasonable and consistent way, on the 'balance of probability' assessment test
 - b) No disciplinary action, beyond a second written warning, will be taken until the case has been investigated and hearing held
 - c) Traders will be informed of any allegation/non-compliance made against them and will be provided with the opportunity to state their case before any disciplinary decisions are taken.
 - d) Traders will be provided with written copies of evidence including witness statements in advance of any disciplinary hearing.
 - e) All parties involved in any case will maintain confidentiality and avoid discussing any details about the case.

Misconduct

3. Examples of misconduct on the Market, which could lead to enforcement action being taken against a Trader (or their employee) may include the following (this list is not exhaustive):
 - a) Displaying goods, A-boards and/ or equipment outside the designated pitch boundary
 - b) Failing to leave a pitch in a safe and clean condition at the end of the trading day
 - c) Pitching or calling out goods or services for sale

- d) Being offensive/rude or discriminatory to another Trader, Council employee/ contractor or other visitor to the Market
- e) Cause or encourage any nuisance or annoyance to another Trader, occupiers of property in the vicinity of the Market or visitors to the Market
- f) Make any noise or play music that is considered by the Market Management Team to be a nuisance or inconvenience to Trader, occupiers of property in the vicinity of the Market or visitors to the Market
- g) Cook on their Pitch except where this is part of the product line set out in their Licence
- h) Failing to follow reasonable management instructions
- i) Using Pitches for any purpose other than trading
- j) Selling goods which include real animal fur and bird feathers on the Market

4. Misconduct which undermines the effective management or reputation of the Market will be treated particularly seriously and will be deemed as 'gross misconduct'.

Depending on the nature of the alleged gross misconduct and the context of the allegation, the Council may suspend Trader (or their employee) pending an investigation into the allegation.

If the allegations are substantiated, instances of gross misconduct may result in revocation of the Licence. The following are examples of gross misconduct (this list is not exhaustive):

- a) Dishonesty, including fraud and theft.
- b) Being under the influence of alcohol or illegal substances.
- c) Use of foul or abusive language and/ or intimidation, harassment and bullying behaviour against another Trader, Council employee/ contractor or other visitor to the Market
- d) Use of discriminating behaviour on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion or belief; against another Trader, Council employee/ contractor or other visitor to the Market.

- e) Physical violence or assault against another Trader, Council employee/ contractor or other visitor to the Market.
- f) Selling counterfeit products or has previously received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other enforcement agency.
- g) Failing to comply with the health and safety legislation, including waste management and food hygiene regulations; and/ or any health and safety requirements notified to the Trader by the Council or other enforcement agency (Police, Trading Standards, Environmental Health etc.)
- h) Disposing of oil in drains in or around the Market.
- i) Causing damage to electrical installation due to neglect or actions.
- j) Failing to have electrical equipment tested, as required; and providing test certification.
- k) Use of electrical fires and heaters.
- l) Persistently failing to pay pitch fees within time limits set.
- m) Serious disputes between Traders that have been unable to be resolved informally.

Enforcement Actions

5. The following enforcement action will be followed for any breach of the Terms and Conditions. The procedure will normally be:
 - a) For a first breach, a first written warning will be given, a note of which will be placed on the Council's file, for a minimum period of 12 months
 - b) For a second breach, a second written warning will be given and will be recorded on the Council's file, for a minimum period of 12 months
 - c) For third and subsequent breaches a Trader's Licence may be suspended (for a period deemed appropriate by the Market Management Team) or terminated.
6. In cases of alleged 'gross misconduct', a Trader's Licence may be suspended pending the hearing and the determination of any appeal. If a Trader does not comply with a suspension, then this will be considered as part of any enforcement proceedings.

7. Enforcement action beyond a second written warning will not be taken without a hearing apart from a precautionary suspension.
8. Hearings will be held by a member of the Council's corporate management team, or any other delegated authority and will be held with at least three days' written notice. The written notice will include details of the alleged misconduct and any available supporting evidence, including written statements.
9. At the hearing additional oral and written evidence can be presented and cross-examination may take place in accordance with the principles of natural justice.
10. The Council may, in appropriate circumstances, proceed by way of a second written warning, suspension or revocation even for the first breach.
11. All breaches will remain on the Trader's record (as held by the Council) for a minimum period of twelve months.
12. In the event of continued breaches or serious misconduct a Trader's Licence may be revoked.
13. A revocation or suspension will not normally take effect until after any appeals procedure has been completed. However, the Council has the discretion to proceed as it thinks fit having regard to all the circumstances of the case and nature of the breach.

Appeals

14. A Trader who is issued with a warning, suspended or whose Licence to trade has been terminated may appeal in writing to the Markets Service Director (or such other senior officer as the Council appoints) within 5 days from, but not including the day when the Trader is notified of the decision against which they wish to appeal.
15. The decision of the Markets Service Director, or other appointed senior officer, shall be final in all respects. Raising a complaint against other traders is not an avenue open to the Trader as part of this process.
16. In considering any appeal the Markets Service Director, or other appointed senior officer, will have regard to any relevant documentation and may interview such persons, including the Trader in question, as he/she considers appropriate.
17. The result of the appeal and the reasons for the decision reached will be conveyed in writing to the Trader.

APPENDIX 2

Cambridge General Market Terms & Conditions

Health & Safety and Food Policy

General

1. Traders must comply with directions issued from time to time by the Council with a view to maintaining or improving the health and safety environment on the Market.
2. All traders are reminded of their legal duties to ensure that work activities are carried out in such a way that other people at work and members of the public are not exposed to risks to their health and safety. Advice on managing health and safety at work is available on the Health and Safety Executive website – HSE Managing Health and Safety
3. The Markets Management Team shall use their own judgement based on all available information to decide if the Market will open or needs to close early for reasons of health and safety. Decisions will be communicated to market traders by email, phone or text message to advise of the market cancellation. This policy shall also apply whenever, in the opinion of the Council, public safety may be put at risk due to adverse weather conditions affecting the market.
4. If the market is cancelled by the Council, no trader will be permitted to trade.
5. All Traders are required to complete a risk assessment for their business whilst operating on Cambridge Market – **See Appendix 4**

Vehicles & Access

6. Parking is not provided by the Council. Traders need to make their own Arrangements.
7. Traders must ensure that they observe a maximum vehicle speed of 5 miles per hour when on or in the vicinity of the Market Square and that vehicles display hazard warning lights.
8. The Council will not be responsible for vehicles brought onto the Market Square.

9. Traders should implement the use of a banksman when reversing off the market (not a CCC member of staff) and the banksman must wear appropriate high visibility vest.
10. When loading/unloading their vehicles, all Traders shall cause as little obstruction and inconvenience to the public, other Traders or the Council's employees and contractors as possible.
11. Traders must comply with such requirements as the Market Management Team deems necessary in relation to vehicles and loading. Once unloaded/loaded vehicles are to be removed from the market to maximise parking opportunities for other traders.
12. No vehicle is permitted to park on the pavement at any time.
13. Any disputes related to parking remain the sole responsibility of each market trader.

Fire Safety

14. All traders and employees must familiarise themselves with the Fire Safety Procedures. **See Appendix 3.**
15. All combustible materials that could promote fire spread need to be identified and stored away from any ignition source.
16. Paraffin appliances will not be permitted under any circumstances.
17. Generators are not permitted on the market.
18. All market pitch ductwork, canopies and side sheets are to be cleaned on a regular basis to remove any build-up of oil or grease.
19. Traders categorised as Hot Food Traders, must ensure their Pitch is covered on the back, all sides and into the awnings of the canopy with flame retardant sheeting which must be maintained to a high standard.
20. The flame-retardant sheeting must be in place before any food preparation begins irrespective of whether adjoining Pitches are occupied or not.
21. All sheeting must be taken down at the end of the Market Hours of Operation.
22. Appropriate fire extinguishers and fire blankets must be provided and checked and serviced annually as appropriate.

23. All staff working at the pitch must be trained to use any firefighting equipment. All staff working at the pitch must be trained to use any fire extinguishers provided and have the right certification in place.

Gas Appliances

24. The use of LPG/pressurised cylinder(s) will not be permitted without the prior written consent of the Market Management Team and permission will be subject to such conditions as the Market Management Team may require.
25. All Traders using LPG/pressurised cylinder(s) must have a controllable discharge type, dry powder fire extinguisher situated near the appliance, displaying a current test approval easily accessible on their Pitch.
26. All LPG/pressurised cylinders shall be stored outside any Pitch, vehicle or building connected to the appliance via securely fixed metal piping or Armoured flexible piping. Only cylinders using pressure relief valves will be allowed which must be positively secured in the upright position.
27. Cylinders should be fitted with automatic cut-off valves and be protected from tampering.
28. All LPG/pressurised cylinders not in use must be stored upright in the open air away from any fixed or temporary source of ignition, with suitable hazard warning signage provided, complying with current Health and Safety requirements.
29. All pipes should be protected from abrasion or mechanical damage (Armoured - if subject to temperatures over 50°C) and should meet the appropriate British Standard. All pipes should be regularly checked and renewed where necessary and be fitted with a flame failure device and be adequately ventilated.
30. Staff that use gas equipment should be trained in how to use it and in how to carry out visual checks for obvious faults. This will include such things as damaged pipework and connections, inoperative flame supervision devices (these shut off the gas supply automatically if the flame disappears), and smells of escaping gas. All staff should be familiar with what to do in these situations. Routine tasks such as connecting and disconnecting plug-in gas connections to appliances when moving for cleaning, or changing LPG cylinders or hoses, can be carried out by persons who are not Gas Safe registered, but they must be competent.

31. Cylinders must be used and stored in accordance with the UKLPG Codes of Practice (or any superseding legislation/guidance).

Electricity

32. A 240v electricity supply is currently available on the Market Square; the Council reserves the right to convert this to 110v if it considers this appropriate or to require compliance with the Electricity at Work Regulations 1989 (as may be amended from time to time). This is currently supplied via 2 16amp sockets per pitch, Traders are required to use mains power extension with built in RCD and must be housed in a weatherproof box with a minimum rating of IP55.
33. Electricity cannot be used for any other purpose than for trading.
34. There is a high risk of fire from electrical sources of ignition, therefore Market Traders are only permitted to use the electricity supply for equipment appropriate, in the reasonable opinion of the Market Management Team, essential for the operation of their business as specified on the Trader's Licence. The Market Management Team reserve the right to limit electrical appliances to ensure the maximum load is not being exceeded and causing the electrics to trip.
35. Market Traders will be requested to complete a questionnaire to declare appliances to be used. Only equipment that has been authorised by the Council shall be connected to the Councils electrical supply.
36. Traders may only use electrical equipment that it is in good condition, weatherproof and suitable for outside use and in particular all Traders must use a IP55 weather-proof box for all equipment and appliances.
37. Electrical power shall only be used for the purpose of agreed services, any new appliances must be notified to the market management team. Only appliances suitable for outdoor use or mobile catering.
38. Electricity must not be used for heating in any circumstances. Fires and heaters of any description are not permitted. Their use will be classed as gross misconduct.
39. All electrical equipment must have a valid up to date PAT test certificate which must be available for the Market Management Team to view upon request. All electrical items used on the market should be tested annually by a qualified and competent electrician. Certification to be provided to the Council and appliances are to have a valid PAT sticker. Failure to undertake this testing and provide valid certification will be classed as gross misconduct.

40. Connections to the electricity supply must be made by a suitably qualified and competent electrician, using robust, moisture and tamperproof connections which are suitable for outside use. External plugs and sockets must be waterproof, and the circuit breakers must work effectively. All Plugs are required to be molded.
41. All Lighting used must be LED and IP66 Rated, suitable and BS7671 compliant for outdoor lighting in a public space. All Lighting must be removed at the end of the trading day unless you have written permission of an exception.
42. Traders must not make any alterations or additions to the electrical wiring and fittings of the Pitch.
43. You will be held liable for any damage to any electrical installation provided by the Council if it is shown that the damage was caused by your actions or neglect.

Food Safety

44. Only food businesses with a food hygiene rating of 3 or above will be allowed to trade on the market. Any Trader that goes below 3 will be given six months to comply and be reassessed to reach the minimum required. Failure to reach the minimum standards may result in termination of the Market Trader's Licence.

Enhanced requirements for Food Traders:

- Accredited food hygiene certificate (level 2) (including assistants)
- Proof that your business is registered with a local authority
- Have a Food Hygiene Rating sticker of 3 or above or be awaiting an inspection
- Evidence of Hazard Analysis and Critical Control Points (HACCP)
- A valid PAT and/or Gas Safety certificates for your apparatus
- Appears at the registered address provided to the Market Management Team on the Food Standards Agency National Food Hygiene Ratings website (unless a valid exemption from the local authority).
<https://ratings.food.gov.uk>

All licensed food traders shall display a copy of their Food Hygiene Rating in a prominent position so that can be easily read by the consumer. Any food market trader will be inspected by their local Council's Food Safety Team prior to their

Market Trader Licence being issued or wait for a period of 28 days from the date they applied to be registered as a food business.

45. All Traders selling food from their Pitches must comply with any legislation for the time being in force relating to their business including (but not limited to) the provisions of the Food Hygiene (England) Regulations 2006

www.cambridge.gov.uk/ccm/navigation/environment-and-recycling/food-safety/

Traders must also comply with the following:

- i A first aid box shall be provided, and any cuts and abrasions shall be covered by a blue, waterproof dressing.
- ii Traders selling cooked or raw meat, poultry, fish or dairy products must provide adequate refrigeration and this produce must only be sold from Pitches or vehicles which are approved by the Council for this purpose.
- iii Food handlers must not smoke behind or in the vicinity of the sales counters.
- iv Food handlers must wear suitable, clean and where appropriate protective clothing and shall maintain a high degree of personal cleanliness
- v No refuse, waste or unfit food is to be allowed to accumulate on or about the Pitch
- vi Traders must have hand washing facilities with hot and cold water available on the Pitch if they are handling High Risk Foods
- vii If you produce pre-packed food, you need to follow allergen labelling requirements set out in EU Food Information for Consumers Regulation (EU FIC). Pre-packed food is any food put into packaging before being placed on sale. Food is pre-packed when it is either fully or partly enclosed by the packaging cannot be altered without opening or changing the packaging is ready for sale If your product contains any of the main 14 allergens as an ingredient or processing aid, it must be included on the label.

46. Traders running a food business must have a Documented Food Safety Management System based on HACCP principles available for inspection at the Pitch (e.g. Safer Food Better Business Pack - Produced by the Food Standards

Agency or an equivalent system). They must also have the documents and records commensurate with the food business e.g. copies of food hygiene training certificates, temp monitoring records, traceability (invoices) etc. Appropriate Safer Food Better Business Pack.

47. All Traders selling take away hot food or drinks must use cardboard or paper-based cups, trays, dishes or other biodegradable/re-usable packaging for their products.
48. Traders must ensure that any kind of oil is collected in a secure container and disposed of or discharged legally and not be poured into drains or placed in litter bins.
49. All food related appliances and cooking utensils are to be cleaned off-site.
50. All food related appliances that produce heat must be suitably located on the pitch to avoid any potential burns from the general public.

APPENDIX 3:

Cambridge City Council

Fire Evacuation Procedure



CAMBRIDGE CITY COUNCIL

MARKET FIRE EVACUATION PROCEDURE



DOCUMENT CONTROL

Document Information	
Version	1.0
Last Updated	01/01/2025
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Author	Tim Jones

Version	Date	Author	Consultee	Comments
1	06/03/25	TJ	SC	Evacuation Procedure

TABLE OF CONTENTS

1	EMERGENCY PROCEDURES	2
2	ASSEMBLY POINTS	3
3	FIRE CO-ORDINATORS	3
4	FIRE DRILLS	4
5	SYSTEM TESTS	4
6	FALSE ALARMS	4
7	TRAINING	4
8	FIRE SAFETY LOG	4

EMERGENCY PROCEDURES

Sound of Alarm

The alarm is a variable tone

Action on Discovering a Fire

Raise alarm by pushing the button at one of the alarm call points located in the market by the Grey Shed. Please familiarise yourself with the locations of the call point

Call Duty Officer or Access Help Point

If safe to do so, and you have been trained to use the fire extinguisher make one quick attempt to put the fire out. Fire Extinguishers are located by Grey Shed and All Hot Food Stalls are required to always have the correct Extinguisher on their pitch.

Leave by the nearest fire exit and assemble at the Assembly Point outside the front of Great St Marys Church

Action on Hearing an Alarm

Leave by the nearest exit/aisle to the Assembly Point

Do not stop to collect personal belongings!

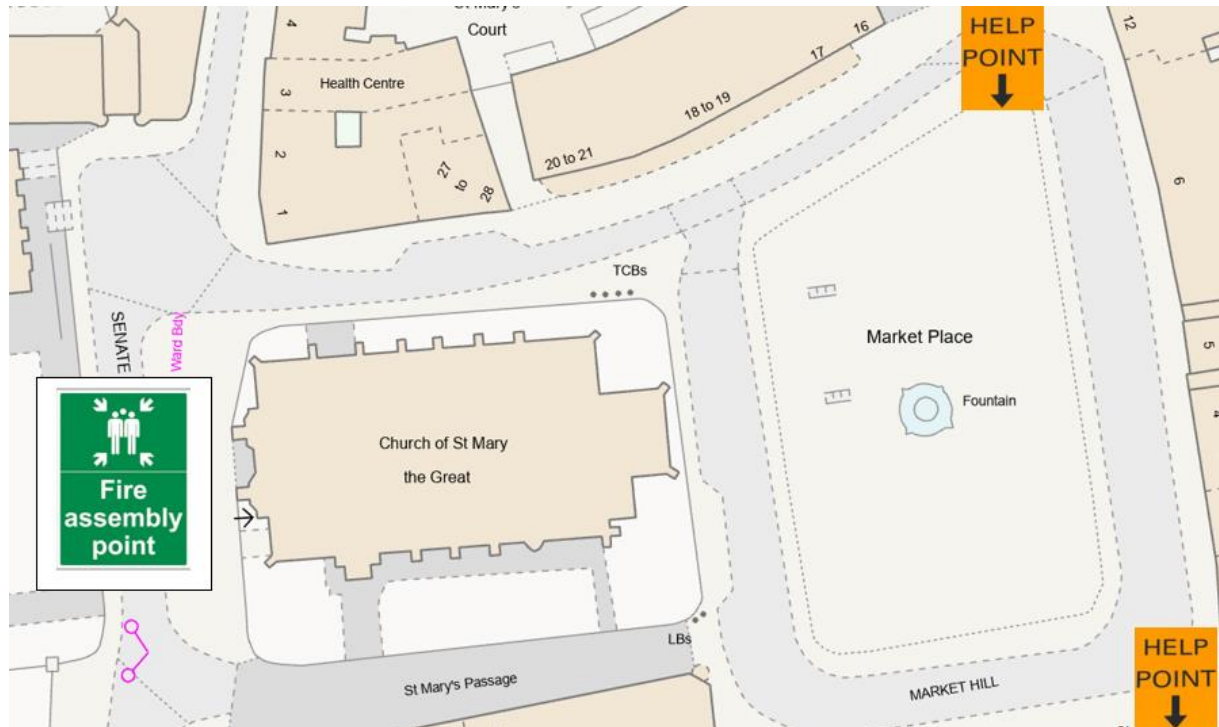
Assist members of the public if necessary

If using LPG isolate if possible

Do not return to the Market until the Fire co-ordinator (Markets Officer or another designated officer) has given the 'all clear'

ASSEMBLY POINT & HELP POINTS

The fire assembly point for Cambridge Market is outside the front of Great St Mary Church



FIRE CO-ORDINATORS

The Market Officers are the Fire Co-ordinators and have the following duties

Daily Duties

- Check that access to firefighting equipment is clear
- Ensure that all escape routes (aisles) are always kept clear
- Check firefighting equipment is in place and is always serviceable.
- Check sources of ignition are being used correctly and in good working order

Duties on hearing the alarm

1. Summon the Fire & Rescue Service by dialling 999
2. If safe to do so carry out a sweep of the Market
3. Go to fire Assembly Point
4. Liaise with the Fire Service on their arrival. Give details of any persons not accounted for, and the location of the fire if known
5. Carry out any request by the Fire Service

6. Report and record any information required

FIRE DRILLS

Due to the occupation and use of the area it is not practical to carry out fire drills during busy trading periods. It is therefore very important the stall holders understand what to do in the event of an alarm. This includes any special duties they may have as specified within these procedures.

SYSTEM TESTS

The fire alarm will be tested on a weekly basis

FALSE ALARMS

Should the alarm sound during trading hours, unless otherwise instructed the full evacuation procedure must be carried out.

The Market must not be re-occupied until the Fire Co-ordinator is satisfied that it is safe to do so.

Details must be recorded within the Fire Safety Log Sheet

TRAINING

All stall holders on their first day of occupation should be given, by a Fire Co-ordinator, basic training on the location of escape routes and details of the evacuation procedures. They must be given a copy of these procedures within their trader pack. Traders and their staff are required to be certified in the use of Fire Extinguishers.

FIRE SAFETY LOG

The following checks must be carried out and recorded in the Fire Safety Log which is in the market office. This task is the responsibility of the Markets Team.

Firefighting Equipment

Daily

Check that each extinguisher is in place and is clearly visible with its label facing outwards. Daily checks are not normally recorded.

Weekly

Carry out the daily check but also check that each extinguisher is in good condition.

Monthly

Check to ensure each extinguisher is in position, accessible, not discharged, damaged or lost pressure (if fitted with a pressure indicator) and that operating instructions are clean, legible and face outwards. Where circumstances require, e.g. where extinguishers are in an exposed location or particularly susceptible to theft or damage, the checks should be carried out more frequently.

Annually

This must be carried out by a competent service engineer, who should service all the extinguishers to the relevant standards at the time (currently annually). Discharge testing should be carried out at the stipulated intervals. These intervals are as follows and should not be exceeded.

Source of Ignition Hot Food Stalls & LPG users

Daily

Check that each traders' electrics are in a satisfactory condition. LPG users are using as per requirements in Appendix 3. Daily checks are not normally recorded.

Weekly

Carry out the daily check but also check any PAT or LPG certificates using the trader database

Annually

Request copies of up-to-date certificates (GAS & LPG) and appliance details.

Electrical Installation Test

Every 5 years

EICR (Electrical Condition Installation Report)

Miscellaneous Tests and Checks

Means of escape, together with the measures provided for the protection of means of escape, should be inspected at periodic intervals. The inspections should ensure all exit routes are unobstructed.

Note: All checks, tests and maintenance including faults and remedial action taken, should be recorded. The date on which each fault is rectified should also be recorded

APPENDIX 4:

Cambridge City Council

Trader Risk Assessment Template

Cambridge Market Trader Risk Assessment



Date		Pitch number(s)		Business Name						
Activity										
Summary of Control Measures										
Hazard	Hazard effect	Severity	Likelihood	Risk	Control measures to minimize risk	PPE	Severity	Likelihood	Risk	

Most Likely Severity:- 5 = Multiple deaths could be caused 4 = One death or permanent disablement, or multiple major injuries could be caused. 3 = Hazard capable of causing major injury (impairment lasting more than 1 month) 2 = Hazard can cause equipment damage, illness or injury (with impairment lasting between 3 days and 1 month) 1 = Hazard cannot result in serious injury or illness, unlikely to require more than minor first aid			Likelihood / Probability:- 5 = Probably will occur in the next six months 4 = Probably will occur in the next year 3 = Probably will occur in the next 5 years 2 = May occur in the next 5 years 1 = Unlikely to ever occur			Degree of Residual Risk:- 16 – 25 High (Unacceptable. Task must not be carried out without additional controls) 8-15 Medium 1-6 Low			

Final assessment or comments						Overall Residual Risk 4 (Example) Low (Example)	
Is the overall risk acceptable		Yes		No	If yes work can be commenced If No task must be re-evaluated		
Initial assessment by (Name)				Signature		Date	
Assessment approved by				Signature		Date	
Assessment review by				Signature		Date	

Assessment must be reviewed when there any changes to environment, procedures, equipment or new employees who may have different capability.

Type in warning as required