

# RIBBLE VALLEY BOROUGH COUNCIL REPORT TO HEALTH & HOUSING COMMITTEE

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meeting date: 31.08.2023  
title: CLITHEROE MARKET REGULATIONS 2023  
submitted by: CHIEF EXECUTIVE  
principal author: ANDREW DENT – HEAD OF ENVIRONMENTAL HEALTH

## 1 PURPOSE

- 1.1 To seek approval for the 2023 Market Regulations from committee further to review.
- 1.2 Relevance to the Council's ambitions and priorities:
  - Community Objectives – To sustain a strong and prosperous Ribble Valley.
  - Corporate Priorities – To ensure a well-managed Council providing efficient services based on identified customer needs.

## 2 BACKGROUND

- 2.1 Clitheroe Market is a bustling, diverse marketplace and a real asset to the borough.
- 2.2 The market is situated on Council land and is consequently managed and licenced by the authority.
- 2.3 When a person/business is granted permission to trade on the market, they are issued with a licence; attached to the licence are the Market Regulations. These regulations contain a number of conditions that must be adhered too by all traders.

## 3 ISSUES AND SOLUTIONS

- 3.1 It is evident that the conditions within the market regulations have never been formally agreed by committee and over the years conditions have been added, removed and amended by officers managing the market. Consequently, traders currently operating on the market have different versions of the regulations with differing conditions.
- 3.2 Reviewing the conditions within previous Market Regulations, some are also poorly worded and extremely difficult to understand, these conditions need to be redrafted so they are clear and understandable. An example of a previous version of the Market Regulations (2022) is shown in **Annex 1**.
- 3.3 The proposed 2023 Market Regulations (**Annex 2**) shows the redrafted version to be agreed.
- 3.4 The proposed 2023 Market Regulations were circulated to all current traders on the market for consultation on the 10<sup>th</sup> May 2023. Representations relating to any of the conditions could be made to the Head of Environmental Health by the 10<sup>th</sup> June 2023 for consideration.

- 3.5 Three emails were received by the Head of Environmental Health during the consultation period. In summary, the consultees stated that:
- Providing all traders have one set of rules, it should make things easier.
  - The new regulations should be made accessible to all traders and need to be policed.
  - Condition 11 only relates to stalls, should this include pitches and cabins.
- 3.6 There was a typo with condition 11 and this was amended to include stalls, pitches and cabins. Notification of this change was communicated to traders in writing.
- 3.7 For transparency purposes, the agreed Market Regulations will be uploaded to the market trader section of the Council's webpage for all traders/potential traders to access.
- 3.8 Existing traders will also be informed in writing that the agreed regulations are what will apply forthwith; a paper copy of the regulations will be circulated to all traders as it is acknowledged not everyone has access to a computer.

#### **4 RISK ASSESSMENT**

- 4.1 The approval of this report may have the following implications:
- Resources – No implications envisaged.
  - Technical, Environmental and Legal – No implications envisaged. Presenting clear conditions should aide the Council with taking necessary action should there be breaches of the Market Regulations.
  - Political – There may be some discontent amongst traders who find they are now made to operate to different conditions, this may be reported to local Councillors.
  - Reputation – Some traders may be aggrieved by the renewed conditions within the Market Regulations due to the changes. However, providing clear conditions within the Market Regulations that apply equally to all the traders and ensuring these regulations are always accessible promotes equality and transparency.
  - Equality & Diversity – To ensure equality, the agreed market regulations will be published online and provided in paper form; its acknowledged not everyone has access to a computer.

**5 RECOMMENDED THAT COMMITTEE**

5.1 Approve the 2023 Market Regulations that will become operational forthwith.

ANDREW DENT  
HEAD OF ENVIRONMENTAL HEALTH

MARSHAL SCOTT  
CHIEF EXECUTIVE

**ANNEXES:**

- Annex 1, The 2022 Market Regulations (historical)
- Annex 2, The 2023 Market Regulations (To be agreed)

For further information please ask for Andrew Dent, extension 4466

**ANNEX 1.**

## **CLITHEROE MARKET REGULATIONS (2022)**

1. These regulations shall apply equally to all persons who trade on Clitheroe market whether from a stall, pitch or cabin.
  
2. The trader shall only be the person licensed by the agreement with the Council, and shall be required to attend the market personally to trade on each market day. In the event of illness or holidays, and provided the agreement of the Market Superintendent is obtained, the trader may nominate a substitute. Absence of more than three weeks by the trader may result in termination of that Licence.
  
3. No stall or pitch or cabin may be permanently transferred for use by another person without written permission from the Ribble Valley Borough Council. Nor shall the trader assign transfer sub-licence or part with the possession of the said stall, pitch or cabin or any part thereof to any person, firm, company or body of persons or allow any other person to be associated with the trader in connection with the occupation of the said cabin either as a partner or in any other way provided always:

(1)(a) that a trader who has at least three years continuous possession of the stall, pitch or cabin shall if the trader has traded throughout that period in the same line of goods be entitled to assign and transfer the Licence to a nominee selling the same line of goods;

(b)the nominee to be approved by the Council such approval not to be unreasonably withheld but otherwise at the discretion of the Council having regard to all the circumstances of the case;

(c)the Council to be joined as a party to such assignment/transfer and to receive a brokerage fee equivalent to £ 150 or 2½ per cent (whichever is the greater) of the price paid by the nominee or received by the trader for any goodwill, stock or other monies paid consequent upon transfer, howsoever expressed.

(d)the nominee will be required to pay to the Council a sum equal to the deposit required in the agreement for the Licence calculated on the rent payable at the time of the assignment/transfer.

4. The market will be open for trading between the hours of 7.00am and 6.00pm on Tuesdays, Thursdays and Saturdays (General Market) or such other days including additional days as the Council may allow from time to time.
5. The Market Superintendent must be notified by 8.00am if the stall is not required.
6. The Market Superintendent has the right to re-allocate any stall not occupied by 8.30am.
7. The Market Superintendent will use his best endeavours to ensure that the stall is not let to a trader selling the same line of goods as the regular trader.

8. Any particular stall not occupied for three consecutive weeks may be re-allocated by the Market Superintendent at his discretion.
9. The market traders' vehicles will only be permitted within the market area between the hours of 7.00-9.00am and between 4.00-6.00pm.
10. Every stall must be open as a minimum between the hours of 9.00am - 4.00pm and no vehicles shall be allowed to enter the trading area between those hours.
11. The Market Superintendent shall have the discretion to refuse the allocation of a stall, pitch or cabin.
12. The Market Superintendent will endeavour to keep a balanced trade. Not more than three traders shall be allowed to sell similar articles. This may be exceeded if there are any vacant stalls at 9.00am on market days.
13. No trader shall sell a different commodity from his/her normal trade without the prior approval of the Market Superintendent, who will maintain a list of the normal goods sold by each trader.
14. Wherever possible there will be at least two stalls between traders selling similar goods.
15. Traders are responsible for providing, maintaining and storing their own trestles, duckboards and side sheets etc.

16. Footpaths and areas in front of cabins should generally be kept clear and the display of goods on these areas shall be limited to an area measuring three feet from the front face of the stall, pitch or cabin, provided always that the Market Superintendent shall retain the right to prohibit such displays where necessary, and at no time shall access by public be unreasonably obstructed.
17. The market site shall be left tidy at the close of trading by each trader and each trader shall be responsible for depositing their rubbish in the containers or vehicle provided by the Council.
18. Traders may use the market kitchen with the consent of the Market Superintendent. It shall be the responsibility of each individual trader to clear and clean the kitchen after their use, and failure to do this will result in their exclusion from the market kitchen by the Market Superintendent.
19. The trader shall not bring on to the market or keep on the market premises any animal.
20. All traders must comply with all current legislation relating to the employment of children and young persons.
21. All traders must comply with current legislation with regard to food hygiene.

22. The trader shall observe and comply with all fire regulations and directions in relation to fire regulations specified by the Council or the Local Fire Authority or required by statute.
23. The trader shall observe and comply with all regulations and requirements of the Health and Safety at Work etc Act 1974 and also any other regulations relating to employees of the Licensee so far as they relate to the allocated space and the business of the Licensee carried on in it.
24. The trader shall indemnify the Council against all and any claims or demands (whenever made) and all costs and expenses incurred by the Council relating to or arising out of the use of the stall/cabin/pitch by the trader including any claims which may at any time be made against the Council (whether under the Occupier's Liability Act 1957 or otherwise) in relation to the stall/cabin/pitch including any claim made by any of the trader's employees arising wholly or in part from any act or omission of the trader.
25. The trader shall adequately insure the trader's goods and the trader's fixtures and fittings, to take out public liability and third-party insurance in respect of the trader's use and possession of the cabin/stall/pitch and in both cases to produce on demand evidence of such insurance to the Council.
26. The trader shall remove all the trader's merchandise and fixtures and fittings of a temporary nature which may be put in or upon the cabin/stall/pitch by the trader during the continuance of the Licence



upon the termination of this Licence however determined and to leave the allocated cabin/stall/pitch clean and in good repair.

27. The trader shall indemnify the Council for any damage to the Council's fixtures, fittings, structures or other property caused by the trader.
28. The trader shall not alter or add to the structure of the stall, pitch or cabin including any modifications to the electrical (or plumbing) systems without first obtaining the consent of the Council.
29. The trader shall not damage or deface any part of the stall, pitch or cabin.
30. The trader shall display (in the case of cabins) at the allocated space a suitable sign stating the trader's name, trade and cabin number. Such sign to be of a form and design previously approved by the Council. The Council's consent also to be obtained to any design or any repainting of the sign and such repainting to take place before a period of two years has expired from the last date that the sign was painted, provided always that if the trader does not comply with this requirement the Council may arrange for the painting of the sign, and the cost of doing so be borne by the trader and be payable on demand by the Council.
31. No fixtures or fittings shall be attached to the timber fascia signs
32. Nothing shall be hung from/ attached to the cabin canopies (including products for sale and light fixtures)

33. During period of high winds, the canopies shall not be extended to their full extent to avoid damage to the canopies
34. Traders must supply to the Market Superintendent any information which he may require in order to enable the Council to fulfil its statutory obligations.
35. The Council is under a duty to protect the public funds it administers and to this end may use this information for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.
36. Stallage will be charged in accordance with the scales determined by the Ribble Valley Borough Council from time to time. Such charges may be altered by the Council or its designated officer by one week's notice in writing.
37. Nothing in these regulations should be construed to conflict with any separate agreements or licences granted by the Council in respect of individual stalls or cabins.
38. The Ribble Valley Borough Council reserve the right to vary or extend these regulations at any time.

## Annex 2.

### CLITHEROE MARKET REGULATIONS 2023

1. These regulations shall apply equally to all persons who trade on Clitheroe market whether from a stall, pitch or cabin ("trader").
2. The trader shall only be the person licensed by the agreement with the Council and shall be required to attend the market personally to trade on each market day. In the event of illness or holidays, and provided the agreement of the Market Superintendent has been obtained, the trader may nominate a substitute. Absence of more than three weeks by the trader may result in termination of their Licence.
3. A trader shall not assign/transfer the licence for occupation of a stall, cabin or pitch without written consent from the Council. The Council may consent to such transfer/assignment in circumstances where:
  - (a) A trader has a minimum of two years continuous occupation of the stall, pitch or cabin.
  - (b) The person to whom it is proposed to transfer the licence to ("nominee") sells the same line of goods as the trader.
  - (c) The Council is included as a party to the transfer/assignment and shall receive a brokerage fee equivalent to £150 or 2½ per cent (whichever is the greater) of the sum paid by the nominee in the transfer/assignment; or received by the trader for any goodwill, stock or other monies paid following the transfer/assignment.
  - (d) The nominee pays the standard deposit for a stall, pitch or cabin.
4. No trader shall sub-licence their stall, pitch or cabin, or any part thereof, to any person, firm, company.
5. The market will be open for trading between the hours of 7.00am and 6.00pm on Tuesdays, Thursdays and Saturdays (General Market) or such other days as the Council may allow
6. The Market Superintendent must be notified by 8.00am if a stall is not required.
7. The Market Superintendent has the right to re-allocate any stall not occupied by 8.30am.
8. The Market Superintendent will use their best endeavours to ensure that a stall is not let to a trader selling the same line of goods as the regular trader.
9. Any stall not occupied for three consecutive weeks may be re-allocated by the Market Superintendent at his discretion.
10. Market traders' vehicles will only be permitted within the market area between the hours of 7.00 - 9.00am and between 4.00 - 6.00pm.

11. Every stall, pitch or cabin must be open as a minimum between the hours of 9.00am - 4.00pm.
12. The Market Superintendent shall have the discretion to refuse the allocation of a stall, pitch or cabin.
13. The Market Superintendent will endeavour to keep a balanced trade. No more than three traders shall be allowed to sell similar articles. This may be exceeded if there are any vacant stalls at 9.00am on market days.
14. No trader shall sell a different commodity from his/her normal trade without the prior approval of the Market Superintendent, who will maintain a list of the normal goods sold by each trader.
15. Wherever possible, there will be at least two stalls between traders selling similar goods.
16. Traders are responsible for providing, maintaining and storing their own trestles, duckboards and side sheets etc.
17. Footpaths and areas in front of stalls, pitches and cabins shall be kept clear to prevent obstruction. The display of goods on these areas shall be limited to an area measuring three feet from the front face of the stall, pitch or cabin. Displays may be extended, further to approval by the Market Superintendent. The Market Superintendent shall retain the right to prohibit displays where necessary.
18. The market site shall be left tidy at the close of trading by each trader. Each trader shall be responsible for depositing their rubbish in the containers or vehicle provided by the Council.
19. Traders may use the market kitchen with the consent of the Market Superintendent. It shall be the responsibility of each individual trader to clear and clean the kitchen after use; failure to do this will result in their exclusion from the market kitchen.
20. Traders shall not bring onto the market or keep on the market any animal.
21. Traders must comply with all current legislation relating to the employment of children and young persons.
22. Traders must comply with current legislation relating to food hygiene.
23. Traders shall comply with all fire regulations and follow any directions given to them by the Local Authority or Local Fire Authority relating to fire safety.
24. Traders must comply with relevant health and safety legislation and regulations, examples include: The Health and Safety at Work Act 1974, Provision and Use of Work Equipment Regulations 1998, the Electricity at Work Regulations 1989.
25. Traders shall indemnify the Council against any claims or demands (whenever made) and all costs and expenses incurred by the Council relating to, or arising out of, the use of the stall/cabin/pitch by the trader (whether under the Occupier's Liability Act 1957 or otherwise). This includes any claim made by any of the trader's employees arising wholly or in part from any act or omission of the trader.

26. Traders shall adequately insure their goods and their fixtures and fittings. Traders shall also take out public liability and third-party insurance in respect of the trader's use and possession of the cabin/stall/pitch and in both cases produce on demand evidence of such insurance to the Council.
27. Traders shall remove all their merchandise and fixtures and fittings of a temporary nature which may be put in or upon the cabin/stall/pitch by the trader during the continuance of the Licence. Upon termination of a Licence, however determined, the allocated cabin/stall/pitch must be left clean and in good repair.
28. Traders shall indemnify the Council for any damage to the Council's fixtures, fittings, structures or other property caused by the trader.
29. Traders shall not alter or add to the structure of the stall, pitch or cabin (including any modifications to the electrical or plumbing systems), without first obtaining written consent from the Supermarket Intendant.
30. Traders shall not damage or deface any part of the stalls, pitches or cabins.
31. Traders of the cabins shall display at the allocated space, a suitable sign stating the trader's name and trade details. The sign must be of a design and form previously approved by the Council. The Council's consent must be obtained where there is a design change or any repainting.
32. Traders of the cabins shall not attach fixtures or fittings to the timber fascia signs.
33. Traders of the cabins shall not attach or hang anything to the canopies (including products for sale and light fixtures).
34. Traders of the cabins must ensure that during periods of high wind, the canopies are not extended to their full extent to avoid damage.
35. No single trader shall possess more than 2 cabins.  
  
*The Head of Environmental Health has the discretion to grant a single trader more than 2 cabins ONLY in a situation where there're no takers for a vacant cabin.*
36. Traders must supply to the Market Superintendent any information which he/she may require to enable the Council to fulfil its statutory obligations.  
  
*The Council is under a duty to protect the public funds it administers and to this end may use this information for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.*
37. Stallage will be charged in accordance with the scales determined by Ribble Valley Borough Council. Where charges are subject to change, the Council will notify traders in writing.
38. Nothing in these regulations should be construed to conflict with any separate agreements or licences granted by the Council in respect of individual stalls or cabins.

39. Ribble Valley Borough Council reserves the right to vary or extend these regulations at any time.