



SUDBURY
TOWN COUNCIL

Town Hall, Old Market Place, Sudbury, Suffolk, CO10 1TL
sudbury-tc.gov.uk/market
01787 372331
info@sudbury-tc.gov.uk



Approved by Committee November 2024
Published January 2025

Rules and Regulations for all Traders attending Sudbury Market

Operated by Sudbury Town Council

Market Days: Weekly on Thursdays and Saturdays

Market Location: Market Hill and Old Market Place, Sudbury, Suffolk, CO10 2EA

Webpage: sudbury-tc.gov.uk/market

Sudbury Market

Sudbury's Charter Market provides an essential community facility to residents and visitors and is intended to offer not only affordable business opportunities for traders but also ensure a diverse customer experience that complements our high street offer. Our status as an historic market town, trading continuously for over 1,000 years makes our outdoor market an integral part of our town's heritage, economy and community. Ensuring our market continues to thrive and evolve is a priority for Sudbury Town Council.

The Council endeavours to work with members of the public and traders to deliver an excellent customer experience for all who use Sudbury Market and a safe and friendly environment for all traders. With these objectives at the forefront, the regulations set out herewith must be adhered to by any trader who wishes to trade at the Council's market.

These regulations have been written in consultation with the National Association of British Market Authorities (NABMA) to promote best practice.



Trading on Sudbury Market

There are great advantages of having a market stall on Sudbury Market, we offer:

- A constantly improving and evolving market, in 2024 Sudbury Market won NABMA's Small Market Achievement Award in recognition of our diversified offer and strides for sustainability.
- A safe market trading environment that meets health and safety requirements
- Casual pitches to test out your products with a local audience
- Opportunities to become a regular (permanent) trader with an allocated pitch
- Promotional support including regular and engaging social media posts for your business
- few overheads
- opportunity to be part of a lively business community with strong community support

Applying to trade on Sudbury Market

To trade on our market you will need to know, and follow, our rules and regulations. Some of the main considerations are:

- you will need insurance for your stall
- you will need to comply with all relevant laws and regulations including child protection, right to work and health and safety laws and food hygiene laws
- you will need to provide your own stall that is safe, clean and in good condition
- you are committed to providing a full, reliable service during market opening hours all year round
- You will adhere to our Code of Conduct



Market Trader Rules & Regulations

Contents

1. What do we Mean?
2. Trader Registration
3. Market Pitch and payment of market rent (pitch fee)
4. Trading Hours
5. Trader's Vehicles & Trader/Visitor Parking
6. Refuse/waste
7. Behaviour
8. Damage
9. Absences
10. Electricity
11. Trading Regulations
12. Termination
13. Casual Traders
14. Variations
15. Public Liability Indemnity
16. Health and safety requirements
17. Severe Weather Protocol

Schedules and Annexes:

Schedule 1 Equal Opportunities Policy

Schedule 2 Child Employment

Schedule 3 Shoppers Charter

ANNEX a) Code of Conduct

ENFORCEMENT PROCEDURE: FOR LICENCE CONDITIONS AND MARKET REGULATIONS

ANNEX b) Mix of Trade Policy

1. What do we mean?



1.1 Regular Trader means a trader who attends the Market on a regular or permanent basis and pays for their pitch by monthly invoice.

1.2 Casual Trader means a trader attending the Market on a non-regular basis or for a temporary period who pays their pitch fees in advance of agreed trading date(s) via an online payment form supplied by the Council. All new and casual traders can only trade when their application has been approved by the Council.

1.3 The Council means Sudbury Town Council.

1.4 Market Operative means an officer of the Council whose role is to safely operate the market and uphold Sudbury Market's Rules and Regulations - contact details will be provided on registration.

1.5 Admin Officer means an appointed officer of the Council whose responsibilities include the day-to-day administration of the Market.

1.6 Business Manager is the officer of the Council with direct responsibility for The Market.

1.7 EOP mean the Market's Equal Opportunities Policy as set out in Schedule 1.

1.8 Licence means the individual agreement authorising the occupation of the Market Pitch and items that can be sold, which is issued to regular traders.

1.9 Market Day means Thursday and Saturday in Sudbury.

1.10 Market Rent means the fee payable to the Council under the Licence or casual trader agreement (Pitch Fee).

1.11 Market Pitch means the area allocated to a Trader by The Council on the Market in which to trade, display and sell their goods.

1.12 Shoppers Charter means the National Association of British Market Authorities (NABMA)'s charter set out in Schedule 3.

1.13 Trader means a Casual Trader or Regular Trader who is named on a licence or approved following a casual trader application to occupy a Market Pitch and who is responsible for any other worker or employee.

1.16 Trader Application Form means the application form available on the Council's website or by contacting the Council, to apply to trade on a Market.

1.17 Trading Hours means the hours set out in section 4.

1.18 Any reference to action by the Council shall include any member of staff employed by them for the purpose of market operation and management.

2. Trader Registration and Communication

2.1 All Traders operating on the Market must first be registered with the Council by fully completing and submitting the Trader Application Form published on the Council's website: sudbury-tc.gov.uk/market, providing the required documentation and receiving formal acceptance from the Council.

2.2 All traders wishing to register and all persons working on the Market must be eligible to work in the United Kingdom. Traders must provide the appropriate supporting evidence, upon request, to the Council and any other appropriate authority confirming the eligibility of themselves and their staff to work in the United Kingdom. It remains an offence under Section 21 of the Immigration, Asylum and Nationality Act 2006 (as amended by Section 35 of the Immigration Act 2016) to employ an illegal worker and to know or have reasonable cause to believe that the person has no right to do the work in question. The Council must be notified in writing within 14 days of any changes to the information that a Trader has registered with the Council.

2.3 Food Traders must hold the required food safety certifications and comply with Babergh District Council's food hygiene safety, inspection and rating scheme (babergh.gov.uk/w/food-hygiene-inspections-and-rescoring). Food traders must supply supporting documentation and have a food rating of 3 or more.

2.4 The Council's primary method of communication will be via email. It is therefore vital that traders inform The Council of any changes to their email contact details as long as they are trading on Sudbury Market. Some high priority communications will also be in written (printed) form and handed to traders where advance notification and action is required. Phone numbers should also be kept up to date with The Council.

3. Market Pitch and payment of market rent (pitch fee)

3.1 The size of each Trader's Market Pitch will be agreed with the Council. The size of the Market Pitch will be dependent on the articles being sold and this will be agreed in advance between the Trader and the Council. Once agreed, the Market pitch is fixed and can't be altered by the trader without prior approval from the Council.

3.2 Any changes to a Trader's Licence e.g. the goods sold, the registered staff, the size of pitch, the name, contact details and address of the Licence shall be agreed by the Council. A form to provide the new details can be requested from an Admin Officer or Market Operative.

3.3 Casual Traders must pay Market rent/pitch fee in advance of the day of trading via the online payment link supplied by the Council. A block of up to four pitches can be paid for in advance and casual traders must include the trading dates they are paying for in their payment which must be agreed in advance with the Council. The current cost of market pitches can be found on our website on: sudbury-tc.gov.uk/market or alternatively by contacting the Council.

3.4 Regular Traders pay their market rent by monthly invoice with a 5% discount on fees paid by casual traders. Regular Traders pay for 48 weeks of the year giving 4 free trading days annually. Invoices are issued by the Council on the closest trading day to the 1st of the month. It is the traders' responsibility to notify the council of any changes of address or contact information for the purposes of monthly invoicing.

3.4 Continual late payment, or failure to pay market rent will result in disciplinary proceedings being enacted as outlined in Annex a.

3.5 The Market Rent/pitch fee will be reviewed annually by the Council who will undertake regular benchmarking to ensure a fair fee system.

3.5 Special events including festivals, fairs and Christmas markets are charged at different rates. Traders are not guaranteed pitches at special events and if they wish to trade should apply via the relevant application forms published by the Council.

3.6 Market Pitches are allocated by in advance by the Business Manager and Admin Officer and overseen by the Market Operative on the day of the market. Casual traders will be allocated pitches by the Council in a way that complements permanent (regular) traders' fixed pitches in accordance with the Trader Mix Policy (Annex 2)

3.7 Traders are not permitted to sub-let their Market Pitch.

3.8 Regular Traders can apply to transfer to new or vacant market pitches or express a future interest in another Market Pitch. If approval is given for a Regular Trader to move pitch, this will be monitored for a four-week trial period, to ascertain that the Regular Trader is happy with the new location and for other Traders to lodge any objections.



3.9 The Council can agree to increase the size of a Market Pitch if additional space is available and if it is in the interest of the Market. Traders should expect expanded pitches to be reflected in their market rent assessed on the new length of the stall.

3.10 Traders are responsible for erecting and dismantling all stands, tables, stalls and all other items on their own Market Pitch.

3.11 Trader's business name and Licence must be clearly displayed.

3.12 Any trader selling food must be able to supply the Council with their food hygiene certificate supplied by Babergh District Council.

3.13 All food Traders must display a current food hygiene rating certificate on their stall and must have a rating of **3,4** or **5**.

3.14 Traders may only sell goods agreed with The Council and as specified in their application form, and Licence.

3.15 Traders wishing to play amplified music during market hours must first seek the permission of The Council and comply with the District Council's restrictions as per The Environment Act 1990 (babergh.gov.uk/w/noise-smoke-and-other-nuisances) and comply with the Council's Premises Licence restrictions for Market Hill.

3.16 Traders must ensure that their Market Pitch is kept presentable and is in keeping with the Market and the environment during Trading Hours.

3.17 The Council reserves the right to re-designate Market Pitches at any time for the purpose of good market management and in response to the needs of the surrounding area.

3.18 All requests for Market Pitch transfer will be decided individually and will be considered based on length of service, line of trading, fee payment, promptness and trading record.

4. Trading Hours

The Markets' Trading Hours are as follows;

4.1 7.30 am – 3.00pm all year round. The Council may at any time extend or reduce the market trading hours at their absolute discretion and within the Highway restrictions outlined in 4.4.

4.2 All traders must be set up, all non-trading vehicles removed and ready to trade by 9.00am unless otherwise agreed with by the Council. Refusal to move non-trading vehicles will result in enforcement proceedings to be enacted in accordance with the Code of Conduct (ANNEX a).

4.3. No trader must start packing up before 2.30pm unless otherwise agreed with the Council, such as in extenuating circumstances, for example: inclement weather or stock sellout.

4.4 The Market operates on the public highway on Market days and has a 6.00am - 6.00pm no waiting (no parking) restriction in place on those days legally enforced by the Highway Authority (Suffolk County Council) and managed by the Council under Street Works accredited Market Operatives, complying with Chapter 8 rules.

4.5 No trader may arrive to set up before 6.00am or stalls occupy the public highway after 6.00pm under the restrictions outlined in 4.4.

5. Traders' Vehicles and Trader/Visitor Parking

5.1 Trader vehicles must have the necessary MOT, Tax and Insurance to ensure that they are eligible to be driven on public highways.

5.2 Traders and all persons attending the Market must comply with the specified driving restrictions and instructions as handed to them by the Council. Traders are asked to keep vehicles on arrival to the side of the roadway/pathways where appropriate when unloading/packing away, to allow fellow Traders/members of the public to avoid any congestion or restriction. When driving on the Market, vehicles must drive dead slow and not exceed the maximum speed limit of five miles per hour (5 MPH).

5.3 Vehicles must be loaded/unloaded immediately and not left unattended in the public thoroughfares during the market operating hours. Traders shall remove all non-trading vehicles from the Market by 9.00am on a Market Day unless authorised by the Market Operative in circumstances such as inclement weather. No Trader may begin to clear their Market Pitch or bring vehicles on the Market before 2.30pm unless otherwise agreed with by the Council (in circumstances such as those outlined in 4.3).

5.4 Traders may apply to the Council to keep vehicles on the market as part of their pitch. These applications will be considered on a case-by-case basis. If accepted, vehicles must be kept with the traders existing pitch boundary and market rent will be re-calculated and charged to cover the extended pitch boundary inclusive of the vehicle.

5.4 Access to the Market for Emergency Services must be maintained at all times.



5.5. No unauthorised vehicles may access Market Hill between 6.00am - 6.00pm on Market days. Contravening authorised road closures and signed traffic restrictions is a criminal offence and will be reported to the relevant authority.

Public Car Parking Facilities / Trader Parking Permits

5.6 In consultation with the parking authority (Babergh District Council) the Council has confirmed free trader parking on market days for non-trading vehicles in 2025. In the following car parks:

- **Great Eastern Road Car Park** (rear section of the Car Park) Roy's, Sudbury, CO10 2TJ
babergh.gov.uk/w/great-eastern-road-car-park
- For larger vehicles: **Station Road Lorry Park**, Station Road, Sudbury, CO10 2SU
babergh.gov.uk/w/station-road-lorry-park

5.7 New traders parking in the public car parks must obtain a one day Market Trader Parking Permit from the Market Operative on arrival, to qualify for free trader parking. Please ensure Market Trader Parking Permits are clearly displayed in vehicle windscreen.

5.8 Each trader (business) will be issued with permits at the start of the year, and they will only be authorised for use on the vehicle registration provided by the trader on re-issue and are only valid on Thursdays and Saturdays.

5.9. Parking permits are re-issued annually by the Council in January and are only authorised for free parking for 1 year in the car parks outlined in 5.6 and on the vehicles authorised on re-issue.

6. Refuse/waste

6.1 The Council is committed to reducing, reusing and recycling waste generated on the market. Traders must use the general 1100L (black), blue 1100L (recycling) and smaller 240L bins provided (for compostable food waste) appropriately and courteously.

6.2 Only waste generated on the market, during the same day's trading hours, will be disposed of / processed by the Council. Any trader found to be bringing waste not generated during Market hours to the Market place will be dismissed from the market without the right to appeal and reported to the waste authority (Babergh District Council) as a fly-tipping offence.

6.3 Traders must keep their Market Pitch and the area immediately around it clean and free from litter at all times during the Trading Hours. It is the responsibility of each Trader to ensure that all refuse and recycling

generated by or collected upon their Market Pitch is placed in the appropriate receptacles provided or is taken away with them.

6.4 Pitches not in use are to be kept clear from obstruction and are not to be used as storage areas.

6.5 All sharp objects (including tins and glass) must be wrapped and contained in hard boxes and disposed of in Council supplied trade refuse bags or removed by the Trader.

7. Behaviour

7.1 Responsibility for and adherence to these terms and conditions and for the behaviour of any person employed or manning a Market Pitch remains with the person to whom the Licence was granted (the Trader).

7.2 Traders are required to conduct themselves in a manner that does not bring any adverse publicity to the Market, fellow traders or the Council and ensure that the public are treated fairly and with courtesy.

7.3 Traders must ensure that they, or any person working for them, do nothing which in the opinion of the Council is a nuisance or annoyance to any high street business, fellow traders or member of the public or detrimental to the efficient operation of the Market.

7.4 Traders must not undertake any illegal activity.

7.5 The following codes of conduct are to be adhered to at all times:

- No swearing or arguing;
- No fighting;
- No abuse;
- No discrimination (The Trader and/or their Assistant shall not use any form of racist, sexist, homophobic or abusive language or display any materials that can cause offence to a person's race, religion or sexual orientation)
- No drugs (promotion, selling or consumption);
- No negative or disruptive conduct on any digital channel

7.6 Traders are expected to present a positive image at the Market and to treat customers, fellow traders and others with courtesy at all times. Failure to comply with this may result in termination of the Trader's Licence as outlined in the Code of Conduct and in Annex a).

8. Damage



8.1 The use or attachment of anything likely to cause damage to the Council's property or the public highway is strictly prohibited.

8.2 The cost of repairing or making good any damage caused by the Trader, his/her employees, assistants, or agents to fixtures and fittings or other Market property, shall be charged to the Trader.

9. Absences

9.1 In cases of absence, responsibility for adherence to these rules and regulations and for the behaviour of any person temporarily manning a Market Pitch remains with the Trader.

9.2 Regular Traders are required to give 14 days' notice of any planned absence from the Market.

9.3 Regular Traders who pay by monthly invoice receive 4 free trading days a year as well as a 5% discount on pitch fees (as paid by casual traders). Regular traders are expected to trade at least 48 weeks of the year.

9.4 If a Trader is unable to attend their Market Pitch due to vehicle breakdown, illness or adverse weather will contact the Market Operative by 7.00 am on the Market Day.

9.5 If a Regular Trader does not attend the Market or provide cover, the Market Operative reserves the right to allocate their Market Pitch to a Casual Trader for that Market Day, by 8:30am.

9.6 If a Regular Trader has more than 4 absences in a three-month period which have not been authorised in accordance with paragraph 9.2 and cover has not been provided, the Council reserves the right to permanently reallocate his/her Market Pitch and/or terminate their Licence.

9.7 A regular Trader can arrange for their Market Pitch to be covered whilst they are absent providing that the person(s) covering;

- Are named as an employee on the Traders Application Form;
- Are covered by appropriate Public Liability Insurance;
- Have any other appropriate licenses/certificates/consents required e.g. food hygiene certificate; and
- Agree to abide by these rules and regulations.

10. Electricity

10.1 Traders may use electricity for their Market Pitch where available and agreed by the Business Manager. This will be charged at an appropriate rate based on usage.

10.2 Traders must provide full details of their required electricity needs and ensure that they have given total wattage of equipment, to the council so that their usage can be planned for.

10.3 Any electrical connection points, including cables will be made safe for the public and any other person during the market by the trader and tidied away at the end of each day, also by the trader.

10.4 Traders shall ensure that items such as cables are positioned on the Market Pitch and covered with a suitable matting, so as not to cause a hazard or an obstruction. No fuel for equipment shall be brought to the Market Pitch, other than that already contained within the equipment.

10.5 Generators are not permitted

10.6 All portable electrical appliances owned by the Trader must be maintained in good condition and annually inspected by a competent person. Copies of PAT inspection certificates must be provided to the Market Operative, and upon renewal certification be updated accordingly.

11. Trading Regulations

11.1 It is the responsibility of each Trader to acquaint themselves and their employees with the trading regulation regarding their own specialist area and abide by it.

11.2 The Council holds a Premises Licence for Market Hill which includes the sale of alcohol. Any trader wishing to sell alcohol from their stall must first apply to the Council in writing and complete our sale of alcohol application for consideration. If granted, any relevant licences will be updated and will supersede any previous licences.

11.3 Traders do not have any property rights in the Market Pitch and the Market Pitch is not capable of being sold, assigned or otherwise disposed of.

11.4 The Trader must ensure that all staff are properly trained to meet the necessary standards and regulations. Certificates of proof must be available to the Market Operative on request.

11.5 The Trader must ensure that they comply with all relevant legislation with regard to employment of minors. (see schedule 2).

11.6 Traders must co-operate with the Market Operative with regard to risk assessments of the Market and their Market Pitch.

11.7 Traders must acquaint themselves with the Equal Opportunities Policy (Schedule 1) and conduct their business in accordance with the Equal opportunities Policy.



11.8 Traders are expected to acquaint themselves with the Shoppers Charter (Schedule 3) and conduct their business in accordance with the Shoppers Charter.

11.9 No counterfeit goods, weaponry, drugs or drug related paraphernalia, or adult entertainment goods are to be displayed or sold.

11.10 No food trader with a food hygiene rating less than 3 on the Food Standards Agency's rating system will be permitted to trade at the Market, any standing food trader whose rating drops below 3 will be considered to have breached these rules and regulations and will be excluded from the market.

11.11 No auctions are permitted at the Market.

11.12 All weighing machines/scales are to be calibrated and a copy of the certificate of proof is to be supplied to the Market Operative.

11.13 The Council reserves the right to exclude a Trader who has breached these rules and regulations or falsified application information or whose actions are not in the best interest of the Market.

11.14 Failure to adhere to any of the regulations set out in this paragraph 12 may result in immediate termination of the Licence.

12. Termination

12.1 Traders shall comply with these rules and regulations and the terms and conditions of the Licence. Failure to do so may result in immediate termination of the Licence or the enforcement procedure to be enacted.

12.2 The Code of Conduct - ENFORCEMENT PROCEDURE: FOR LICENCE CONDITIONS AND MARKET REGULATIONS can be found in Annex a)

13. Casual Traders

13.1 Casual Traders will not duplicate goods being sold elsewhere on the Market without permission from The Council. All decisions will be guided by the Trader Mix Policy (ANNEX b) and are at the absolute discretion of the Council.

13.2 Casual traders may only occupy pitches allocated in advance by the Council or at the Market Operative's discretion on the day of the Market.



13.3 A Casual Trader will be required to work a probationary period before a Permanent Market Pitch is offered. The timescale for this will be a period of six (6) consecutive weeks' attendance.

13.4 After the probationary period of six weeks if both parties are in agreement a Casual Trader will become a Regular Trader and will be required to sign a Licence.

14. Variations

14.1 The Council reserves the right to vary, change or amend these Rules and Regulations.

15. Public Liability Indemnity

15.1 Traders shall indemnify the Council against all claims, damage, loss, expenses and costs whatsoever including, but not limited to, any explosion, fire and accident or injury to any person or property which arises as a result of or in connection with the Licence.

15.2 Traders shall maintain an insurance policy with a reputable insurer, to cover against third party public and product liability, and to ensure that condition 15.1 is fully met during the term of the Licence.

15.3 Traders must have a minimum of £5 Million Public Liability cover.

15.4 The Trader shall provide evidence of the insurance cover to the Council upon application for registration and occupancy, when the policy is renewed or amended, and when requested by the Council.

15.5 Failure to comply with the above conditions will result in a Trader not being accepted to start trading or an existing trader being suspended from trading until such time as the above conditions are met.

15.6 It is advised that Traders should maintain an insurance policy with a reputable insurer for cover against the damage and loss of their goods and fixtures and fittings during the term of the Licence.

15.7 Traders employing staff shall maintain an insurance policy with a reputable insurer to cover against employee liability.

16. Health and safety requirements

Below is the wording for the Health & Safety Statement that all Traders will adopt if they are unable to produce their own policy:

16.1 As a Trader, undertaking and applying my business under the remit of Sudbury Town Council, I acknowledge and accept my statutory responsibilities, under the terms of Health and Safety at Work Act 1974, for securing the health, safety and welfare, for all my employees and the public.



16.2 As a Trader I will endeavour to work and promote safety and safe working practises at a local level. I shall strive by the passage of information and formal training to instil safe working practises into any members of staff that work within my business.

16.3 Safety is the concern of all employees and is dependent on good sense and individual responsibility toward the Health and Safety at Work act 1974.

16.4 Traders are not permitted to encroach on aisles or the public highway in a way which impedes pedestrian movement around the Market, breaches mobility requirements under the Disability Discrimination Act, presents a safety hazard or which may be detrimental to the efficient operation of the Market. The decision of the Council is final on such matters.

16.5 Traders must ensure that all public and environmental health and safety regulations are observed at all times. Any accident caused through failure to observe statutory requirements or negligence is the responsibility of the Trader.

16.6 All Traders must ensure that there is adequate means of fighting fire within their Market Pitch. In addition, where food is being cooked or heated a fire blanket must also be available. Traders must ensure that all fire extinguishers are inspected annually by a competent person, and a record kept.

16.7 Traders are required to comply with all reasonable improvements to safety where directed by the Council.

16.8 Traders are asked to observe any current central Government restrictions and observe working safely guidance that is in place.

17. Severe Weather Protocol

17.1 As an outdoor street market we expect regular traders to trade throughout the year. However, in 2023 Sudbury Town Council adopted a 'Severe Weather Protocol' which states:

“When there is a Met Office severe weather warning in force for a market day at 12 noon two days before (i.e., at 12 noon on Tuesday for the Thursday market), attendance will be optional for permanent traders, and they will not be penalised if they decide to miss the day. High-sided vehicles will be permitted on the market to stabilise stalls in the event of high winds, on the written agreement of The Council.”



SUDBURY
TOWN COUNCIL

Town Hall, Old Market Place, Sudbury, Suffolk, CO10 1TL
sudbury-tc.gov.uk/market
01787 372331
info@sudbury-tc.gov.uk



Contacts:

Address: Sudbury Town Council, Council Offices, Town Hall, Old Market Place, Sudbury, Suffolk, CO10 1TL

Website (Market): sudbury-tc.gov.uk/market

Phone: 01787 372331

Market Operative Phone: 07375 046898 (Thursday and Saturday only)

Email: info@sudbury-tc.gov.uk

Officer's mail contacts can be found at: sudbury-tc.gov.uk/staff

Updated and approved November 2024 by Sudbury Town Council

SCHEDULES

Schedule 1 Equal Opportunities Policy

The Council is committed to equal opportunities. The policies and practices of the Council aim to promote an environment that is free from all forms of unlawful discrimination and values the diversity of all people. At the heart of our policy, we seek to treat people fairly and with dignity and respect. This means that no-one will receive less favourable treatment (direct discrimination) or will be disadvantaged by requirements or terms and conditions that cannot be shown to be justifiable (indirect discrimination) on the grounds of their sex, race, age, disability, religion or belief, sexual orientation, pregnancy and maternity, marriage and civil partnership, gender reassignment.

This applies;

As between the Council and the Trader;

In relation to membership of any Council traders group;



As between the Traders and other Traders; and

As between Traders and customers and neighbours

The Council is also committed to anti-discriminatory practises with regard to the service to our customers, clients, or contractors on the same ground as above and accordingly requires that:

Customers will not be abused or refused service; and

No person will be treated favourably when applying for services contracted by any traders group or the Council.

All council policies can be found on our website: sudbury-tc.gov.uk/policies-2

Schedule 2 – Child Employment

Until children reach the Mandatory School Leaving Age (MSLA), they can only work a certain number of hours per week and can only do certain jobs.

All traders must adhere to The Children (Protection at Work) Regulations 1998 outlined at:

<https://www.legislation.gov.uk/ukxi/1998/276/made>

Schedule 3 – Shoppers Charter

The Council and the Traders wish to ensure that you enjoy the experience of market shopping. We hope that you will find the Traders courteous and helpful and that the wide choice and variety of goods and services on offer represent good value. It is our intention that you will not have problems with your purchases, but should any problems arise the law entitles you to certain protection when shopping at our Markets.

Goods sold as new must not be faulty and must work satisfactorily.

Goods must be safe and fit for the purpose for which they were purchased.

Goods must be described either verbally or on the label or packaging or otherwise.

Services must be described and carrier out in a proper manner with the provider using reasonable skill and care and carried out within a reasonable time and reasonable price.

You are not legally entitled to compensation or redress if:



You have simply changed your mind over the colour, style, size etc. of the article, seen a cheaper product elsewhere or have no further use for the goods.

Damaged goods, which were made known to you at the time of purchase or described by a notice.

The goods have been mistreated or used for a purpose for which they were not intended. If you are not satisfied with the good or services you have received from a Trader whilst shopping at a Market, you should follow these procedures;

- Approach the Trader concerned, taking with you any receipts and explain the problem quietly and calmly. In most instances the problem is usually satisfactorily resolved at this stage.
- If you cannot remember the pitch location or you cannot reach agreement with the Trader please contact the Market Operator and they will be pleased to assist you.

ANNEXES

ANNEX a) Code of Conduct - Enforcement Procedure

When a market trader does not comply with Sudbury Town Council's Market Regulations there is a need to carry out enforcement in order to improve conduct or, if necessary, termination of the licence to prevent further lack of compliance.

ENFORCEMENT PROCEDURE: FOR LICENCE CONDITIONS AND MARKET REGULATIONS

1. Introduction

- 1.1 Sudbury Town Council, as the owner of Sudbury Market has a responsibility for ensuring that the market is run in a proper and efficient manner for the benefit of all users of it. This includes customers, visitors, traders etc, this procedure strives to facilitate this aim.
- 1.2 This procedure is designed to deal with breaches of the Market Regulations in force from time to time and its purpose is to ensure that such allegations are dealt with promptly and fairly.
- 1.3 The procedure applies to all Licensees and traders of the Market.
- 1.4 The procedures are not aimed at providing a remedy or a forum to resolve dispute between traders or between traders & customers/users of the market except where the dispute involves a breach of the Licence conditions/market regulations. The Council can only invoke these procedures.

2. The Procedure

- 2.1 Following a minor breach of the Regulations/Licence conditions Market Operators may issue an oral informal warning to the Licensee responsible or refer the matter to the next stage.
- 2.2 Following an allegation of a breach of a Licence condition or Regulation, A Manager or Officer of equivalent seniority will conduct an informal investigation in whatever form deemed appropriate by the Investigating Officer to determine whether there is a case to answer. This may involve interviews with relevant persons, written statements, viewing of footage, consideration of documents etc.
- 2.3 Where the investigating officer is satisfied that there is a case to answer they may take the following steps: -
 - I) Issue a verbal warning in the case of a minor infringement. No note will be kept on file and there will be no right of appeal against the decision.
 - II) Issue a written warning, detailing the incident investigated. There will be no right of appeal against this.
 - III) Invoke Stage I of the formal procedure.

STAGE 1

Formal Enforcement Procedure

A Manager, or officer of equivalent seniority (the presiding officer) will preside over this stage of the hearing. Any advisors, deemed by the presiding officer to be desirable will be invited to attend the hearing and assist an appropriate course of action.

The sanctions available to the presiding officer are detailed below.

The Licensee will be given:

- a) At least 7 working days (from the date the letter is posted or email sent), notice of the hearing. Details of the allegations and incidents to be relied upon will be provided to the Licensee at this stage.
- b) The licensee will have a right to have a representative at the hearing, and the Licensee should inform the presiding officer, in writing, at least 2 working days before the hearing who that person is.
- c) Where the allegation is so potentially serious as to carry with it the prospect of sanction 3 and/or 4 (see below), this will be stated in the letter initiating the procedure.
- d) The Licensee will be given an opportunity to make written representations, instead of attending the hearing. However, it will be that person's duty to provide the Presiding Officer with such representations before the hearing.
- e) The presiding officer will consider the allegation/breach against the Licensee and any other witnesses, statements, letters etc deemed to be relevant. The Licensee will be given an opportunity to put his/her case forward and to call any witnesses he/she wishes and who can provide evidence relevant to the issue under consideration.
- f) If the case is proved, the presiding officer will consider the appropriate sanction to apply, in accordance with paragraph 3, after having due regard, if appropriate, of the perpetrator's previous breaches recorded on file during the last 12 months, for verbal and written warnings and 36 months for more serious sanctions.
- g) A written decision detailing the hearing's findings and sanction to be applied (if any), with reasons will be communicated to the Licensee as soon as reasonably practicable. (This communication will have details of any right of appeal, and details of how this right is to be executed). In determining the sanction, the presiding officer may have regard to relevant sanctions imposed and noted on the Licensee's file (on a rolling 12-month basis).

NOTE: If either one of the parties to the procedure to not make an appearance without good cause, the Presiding Officer will adjourn the hearing, and if after making enquiries as to the parties whereabouts or the parties intention to make an appearance, will have the option to:

- Reconvene the meeting with the attendance of both parties; or
- Reach a conclusion on enforcement action based on representations of the person's present and written representations and/or relevant documents/letters of persons not present.

3. SANCTIONS

- I. VERBAL WARNING – no note on file, (No right of appeal).
- II. WRITTEN WARNING – note on file, (No right of appeal) – kept on file for 12-month period.
- III. SUSPENSION on any day at any market stall held by the Licensee for a number of market days or in certain cases until the breach has been rectified (Right of Appeal).
- IV. TERMINATION of relevant Licence. (Right of Appeal).

In both cases 3 and 4 above the Presiding Officer will consider and determine the use of the stall during the appeal period. Should it be decided that suspension of the right to trade will be applied during the appeal period, this will be communicated, in writing, to the Licensee and the reasons why this course of action has been taken.

4. EXCEPTIONS

In cases involving serious breaches that may have safety implications for staff, customers, other traders, or cases that in the view of a manager of directorate level would seriously threaten the proper functioning or management of the market, or bring The Council into disrepute, the presiding officer will have the option of suspending the trader with immediate effect and to disallow trading during the appeal period. However, if this action is to be applied the Presiding Officer must clearly communicate this verbally and/or in writing to the Licensee and the reasons for the decision.

APPEALS PROCEDURE

1. GENERAL

- 1.1 The appeals procedure is designed to be conducted in the form of a hearing and can only be invoked where there is a specific right of appeal from a decision of the presiding officer at Stage 1.
- 1.2 This procedure can only be invoked by a relevant licensee.
- 1.3 An appeal will be presided over by an independent senior officer (Appeal Officer). Any advisers, deemed by the Appeal Officer to be desirable will be invited to attend the hearing and assist as appropriate.'

2. FORMAL APPEAL PROCEDURE

PRIOR TO THE HEARING

- 2.1 An appeal must be lodged, in writing, within 14 days of receipt of the written decision at Stage 1. (The Appellant will be deemed to have received the written decision 3 days after it is posted to him/her by 2nd class post).
- 2.2 The Appellant will, at this stage, submit a full written statement of case, which will give the circumstances; together with supporting documents and details of witnesses the appellant desires to call to give evidence.



- 2.3 The Appellant will have the right to be represented at the hearing but must give details to the Appeals Officer of that person at least 2 clear days before the hearing.

- 2.4 The Markets Representative shall within 7 days of being notified of the appeal will provide the Appeal Officer with a copy of the Appellant's statement of case together with supporting documents and details of witnesses to be called.

THE HEARING

- 2.5 Both the Appellant and the Markets Representative will be given at least 7 days' notice of that hearing date.
- 2.6 The Appeals officer will explain at the outset the structure to the meeting.
- 2.7 The Appeals Officer, at the conclusion of both parties' Representatives, will if possible communicate the decision orally to the parties at the hearing or if this is not possible communicate the decision to both parties within 7 days or as soon as reasonably practicable after this.
- 2.8 The Appeals Officer will have the power to:
 - (1) Uphold the Appeal (in full or part).
 - (2) Dismiss the Appeal, (in full or part).
 - (3) If (2) above, reduce or confirm the sanctions applied by the Presiding Officer (the Appeals' Officer will NOT be able to increase the sanctions).
 - (4) In appropriate cases consider the issue of compensation, in circumstances where action was taken in accordance with Section 4 of the Enforcement Procedure.

Note

No new evidence will be accepted at the appeal hearing unless in exceptional cases where the evidence has come to the parties attention after the enforcement action.

It will be a matter entirely for the discretion of the Appeals Officer whose decision on this matter will be final.

ANNEX b) Trader Mix Policy / Balance of Trade

Sudbury Town Council recognises the important contribution markets make to the local economy, Sudbury's rich trading tradition and the town's character. It not only serves the local community and visitors but creates local employment opportunities and contributes to the local economy in relation to wealth creation within the town. Sudbury Market should where possible strive to offer goods and services not otherwise represented on the high street and that complement the town centre offer.

To ensure that the market is a viable and sustainable part of the local economy, it is necessary that there is a policy in relation to the balance of trade (i.e. goods and services) and the trader mix. This policy must also consider any legal requirements and must encourage constructive competition which will benefit all parties concerned.

This policy will apply to the specific market days which are Thursday and Saturday and any other specialist or occasional Markets organised by Sudbury Town Council.

Sudbury Town Council is committed to maintaining an acceptable balance throughout the markets and ensuring its consistency in the way they are operated. The standard of the markets must be appropriate to the demographics of its customer and should always be flexible to allow for changes in customer habits, supply etc. Monitoring of performance of the markets is paramount in establishing this balance so it allows traders to be successful and at the same time standards of service and offer are of the highest quality at the level the customer wants.

Policy Aim

The policy should promote a positive shopping environment through being attractive to customers and in turn generates better performance from the traders which will result in higher footfall and greater customer spend.

The policy should balance and address:

- Fair and reasonable retail business opportunities for the local community.
- Provide the management with a policy that is appropriate to the trader/produce/product mix, which is not too prescriptive and best reflects the ever-changing retail environment.



- The needs of the customer wanting a real choice of products, produce and services.
- Maintaining a diverse retail offer with healthy competition between traders.
- Careful consideration of whether a certain product, produce or service is under or overrepresented and whether the produce/product has a short shelf life.
- Increase the number of stallholders which is inevitably to the benefit of the market.
- The policy should be reviewed regularly so that the ideal tenant/goods mix reflects the customers' preferences.
- Legal Considerations:

Briefly, the law prohibits agreements and certain other arrangements which may prevent, restrict or distort competition. Where a market has a written policy on a business rationale for decisions on the balance and tenant mix which is appropriate, then there is not a breach of the Competition Act.

The Office of Fair Trading advises that restricted user clauses will not, generally, be regarded as a breach of the Competition Act and that such provision can legitimately be used to achieve an appropriate mix of traders within a retail development.

Policy

There will be an appropriate mix of goods and services offered so it remains attractive to the customer.

This will be taken into account by The Council when deciding on the balance between the level of individual traders offering for sale a certain item, the provision of local business opportunities and ensuring a diverse retail offer.

There cannot be a monopoly on the market but the balance must be such that there is a diverse offer for the customer, a choice of where to buy and sufficient customers to enable a trader to be viable. This is not easily obtained and it is therefore essential that all the above factors are known before a decision is made. This must be fair and The Council has a duty to ensure that fair and reasonable business opportunities for the local community is maintained, whilst recognising the potential detriment of nearby market businesses may lead to traders ceasing to trade altogether.



SUDBURY
TOWN COUNCIL

Town Hall, Old Market Place, Sudbury, Suffolk, CO10 1TL
sudbury-tc.gov.uk/market
01787 372331
info@sudbury-tc.gov.uk



Within this policy there will be a restriction that it only allows a trader to offer for sale a specific list of products (named in their licence) is important on maintaining a healthy balance of trade. However, flexibility is required to allow for a trader to react to new products demanded by the customer.

Flexibility is also essential as the trader mix is rarely static due to the market, market offer and changes in customer preference changing constantly, this being especially so during the last few years. It is therefore a necessity for The Council to regularly review their trader mix and balance of goods policy to ensure it remains relevant to the ever-changing marketplace.

Critically, the trader mix and layout are aimed at making the market attractive to customers, they are not aimed at, nor do they have the effect of, creating sole exclusiveness for a trader.

It should be remembered that there are potential legal challenges and potential breaches of the Competition Act. It is therefore imperative that the Market Operators can justify a decision based on knowledge of the trading on the markets and the impact over subscription has on the viability of the markets.