



LEYBURN TOWN COUNCIL

Market and Burial Authority

Market rules and regulations for traders operating on Leyburn Market

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

Leyburn Town Council (the Council) operates a weekly outdoor market in the Market Place which is held every Friday, except when Christmas Day, Boxing Day or New Year's Day falls on a Friday in which case the market will be held on an alternative day, or when cancelled by Leyburn Town Council.

A Seasonal Market will also run between April and November, the seasonal Artisan Markets are organised and managed by an independent company Little Bird Artisan Markets.

Any trader wanting to have a stall at the market must contact the Council and complete an application form. All traders attending the market are subject to control through these Rules and Regulations which cover conduct of traders, attendance, stall lettings, insurance liabilities, fees and complaints/enforcement. These Rules and Regulations are designed to allow clear understanding of how the market is operated and demonstrates responsibility from both traders and the market operator (Leyburn Town Council). Equally they provide protection in areas of dispute and insurance cover against claims for all attending the market.



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Market Rules

1. ***Compliance with legislation***

- 1.1 You must comply with the Consumer Rights Act 2015.
- 1.2 You must comply with your responsibilities as an employer under all relevant regulations and legislation to your employees.
- 1.3 Any signs that you use must comply with the Trades Description Act 1986 and shall not be, in any way, misleading or offensive to the public.
- 1.4 In line with the Counter-Terrorism and Security Act 2015, the Stalls are not to be used for the purposes of promoting extremist views.
- 1.5 As required by the Hallmarking Act 1973, all Traders selling gold, silver, platinum, or palladium must display a [Dealer's Notice \(gov.uk/guidance/hallmarking-how-businesses-can-comply-with-the-law\)](https://www.gov.uk/guidance/hallmarking-how-businesses-can-comply-with-the-law).
- 1.6 Traders selling pet food and pet treats must meet the [requirements laid down by the Food Standards Agency \(food.gov.uk/business-guidance/pet-food\)](https://www.food.gov.uk/business-guidance/pet-food).
- 1.7 All market Traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944–48 and the Employment of Children Act 1973.

Definitions:

“child” any person not over compulsory school age.

“employed” includes any child who assists in a trade or occupation even where the child receives no monetary reward.

- 1.8 All Traders are duty bound by law to follow the Health and Safety at Work e.t.c. Act 1974. If you fail to do so, we will suspend or permanently remove you from the market. It is your responsibility to check and use the latest addition of the Act, associated regulations, and guidance available.



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2. *Food traders*

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

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

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

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

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

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



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- Procedures for you and your employees as a food business to ensure that food handlers are supervised and provided with food hygiene instruction and/or training which is appropriate to their duties and to the nature and type of the business.
 - Procedures to ensure that you maintain standards of hygiene and cleanliness as required by law, Environmental Health Officers, Trading Standards Officers, the Food Standards Agency (to a minimum of four under the Food Hygiene Rating Scheme) or us. Should any food Trader be found to have failed to comply with these requirements, they will be required to leave the market immediately and will not be permitted to return until they can demonstrate full compliance to the satisfaction of the Environmental Health Authority. No refund on Market Fees will be given in these circumstances.
 - Ensure food safety documentation, i.e., the food safety management system, is always available for inspection.
 - Seek and comply with the requirements and advice of our Environmental Health Authority.
- 2.4 Any Trader found contravening any food safety, trading standards, or consumer protection legislation will be required to remove the goods. and will be reported to the Business Compliance and/or Trading Standards at North Yorkshire Council. We can suspend you from trading on that day and/or until relevant authority has been obtained to sell those goods.

3. *Prohibited & Restricted Goods*

- 3.1 As a Trader you are not permitted to collect money or sell articles for the benefit of charitable or other purposes from a Stall or Pitch unless the relevant licence has been obtained.
- 3.2 Lottery tickets, drugs, medicines, drugs paraphernalia, weapons, and firearms or imitation firearms shall not be sold from a Stall or Pitch.
- 3.3 Only fur produced as a by-product of food consumption will be permitted to be displayed or sold at any market operated or commissioned by Leyburn Town Council. To abide by this, a market Trader must evidence the validity of the product by:



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- Providing a letter of intent on company headed paper that the Trader will abide by this rule should the Trader wish to trade fur.
 - Provide a letter of certification from the Trader's supplier of the fur, that the fur has been produced as a by-product of food consumption.
 - Provide a letter of certification of the country of origin of the fur supplied to the Trader, European Union or otherwise.
- 3.4 No stalls or stands that promote or constitute religious or political canvassing will be permitted.
- 3.5 Leyburn Town Council does not allow any form of advertising on the land it owns. However, on Market days, traders may display on their stall, or on an A board on their stall, their trade name or special logo and may advertise a product if they so wish. All advertisements must relate to their own stall and not that of any other business. Any such A frame is to be within the boundaries of the permitted rental space of the stall and should not form a hazard to third parties. If such frames extend onto the pedestrian traffic areas or form a hazard, the stall holder will be asked to rectify the issue immediately or remove the frame. Repeated offending may result in the right to display such advertising being permanently refused. The Market Superintendent will have sole discretion as to any breach. Traders may lodge an appeal in accordance with the appeals and grievance process.
- 3.6 Traders are only allowed to sell the type of goods declared on their application. Any changes must first be referred to the Leyburn Town Council for approval. Goods being sold that are not declared and agreed will be removed immediately by the trader/s at the request of the Market Superintendent. Refusal to remove the items could result in the Trader being requested to leave the Market. Traders of all goods must ensure they comply with all trading standards and safety legislation where applicable. Sellers of food products should ensure all legislation regarding the preparation, transport, storage and sale of such goods is compliant with the Health & Hygiene requirements applicable at the time.



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4. Public liability

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

5. Weather & Cancellation

- 5.1 You are responsible for carrying out a risk assessment of how you trade, in line with the needs of your insurance policy.
- 5.2 The Council retains the right to cancel a market if it deems the Market should not be held for reasons of Safety or where other planned or unforeseen circumstances would render it impractical to facilitate a Market.
- 5.3 Traders who attend may be prohibited from setting up a stall to trade should the Superintendent deem that in doing so, the Safety of the stall holder and/or members of the Public could be jeopardised. No rent will be paid by the Trader for attending and being refused to trade. The Council will not be liable for any losses howsoever incurred for cancelled Markets. Every endeavour will be made by Leyburn Town Council to contact traders in advance of any cancelled



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Markets; however, this cannot be guaranteed due to unforeseen weather conditions.

- 5.4 Traders should satisfy themselves before leaving home that the weather will not present the risk of cancellation before making a journey.
- 5.5 When the Town Council cancel a Market, no rent or retention fees are payable by the Traders.

6. *Non-attendance*

- 6.1 If, for any reason, 5 or less traders attend a Friday market, the rent payable by those attending will be reduced by 100% for each such occasion to reflect the low attendance.
- 6.2 We reserve the right to temporarily allow trading on a Pitch in place of a non-attending Regular Trader.
- 6.3 If a Trader fails to attend the Market, a retaining charge of one half of the normal rental per Market Day missed is made-
- 6.4 If without notifying us, you, as a Regular Trader fail to attend a Market on 3 consecutive weeks or six occasions in a twelve-month rolling period, then your Trader Agreement will be terminated. Exceptional circumstances will be reviewed by the Council on an individual basis.
- 6.5 The right to trade on Leyburn Market is granted to the applicant in person; selling, sub-letting or otherwise disposing of the interest by the Trader is not permitted. However, in the case of illness or holiday, the Trader may nominate someone to run his/her stall during that period but only with the agreement of the Leyburn Town Council. If the Town Council agrees to a stand-in, there must be no deviation from any other of the Rules for Leyburn Market, and the Council will give a date when the agreement ends. The details of the temporary staff must be notified to the Town Council when approval is given in advance of the period of absence. If, on being discovered that an attempt to make a substitute Trader the recognised Trader on the pitch, both the Trader and the Substitute Trader may be prohibited from attending future markets. A Trader can submit an appeal to the Council (see appeals and grievances). Neither the Trader nor the substitute Trader will be permitted to trade until the appeal is heard.



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6.6 Unavoidable delay

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

7. *Holidays*

- 7.1 At our discretion, if you are a Regular Traders who is up to date with your payments you will receive a rent-free period whilst you temporarily vacate your Pitch due to your holiday. You will be entitled to 2 days per year as holiday.
- 7.2 You must give us a minimum of one weeks’ written notice prior to your holiday. We will consider additional absences where the pitch fee is paid in full, in exceptional circumstances.

8. *Sickness and bereavement*

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



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9. Fees

- 9.1 You must pay the fees to operate on the Market. Where, as a Regular Trader, you fail to pay on demand, you will be in arrears and recovery action will be taken against you.
- 9.2 Rentals are assessed on the total area taken up by a Trader. These areas will be checked by the Leyburn Town Council at least once a year on unspecified dates. Any alteration in site area will result in the rent being reassessed. Unannounced periodic measurements may be undertaken by/or on behalf of, the Town Council and any Traders exceeding the licenced space allocation will be asked to adjust the allocation to within the limits or to pay the increased rent due on the additional space.
- 9.3 The decision to allow the increased allocation on a permanent basis will be at the discretion of the Town Council. Such a request should be made to the Town Clerk by the relevant Trader.
- 9.4 Rentals are reviewed annually, and any increases will operate from 1st May each year.
- 9.5 We reserve the right to review market fees when required and alter the charges as we deem necessary. All Traders will be notified at least four weeks before any changes are implemented.
- 9.6 If you build up arrears, your status as a Regular Trader will be revoked after 3 missed fee payments and we will notify you in writing that your Trader Agreement has been terminated. You should note that this will impact your ability to trade on our market and may prevent you from becoming reinstated as a Regular Trader in the future.
- 9.7 Where a Trader is refused the right to Trade for such reasons, an appeal can be submitted. The Trader may not be permitted to Trade in the interim between the appeal and the Council hearing the appeal.



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10. Electricity

- 10.1 If you require electricity, you must inform us on your application form. If approved, and space is available, you will be allowed to connect to an approved electrical outlet in the Market Area.
- 10.2 No generators will be permitted. Stalls requiring an electricity supply can use the points located on the square once the Market Superintendent is notified and an appropriate space allocated.
- 10.3 A charge will be levied for the electricity (Please see current Market Charges).
- 10.4 Market electric charges are reviewed annually, and traders pay in arrears.
- 10.5 All cables must be raised above head-height or covered by an appropriate ground cable cover.
- 10.6 You must ensure all your electric cables and appliances conform to the required legislation and that, where cables are in a public space, they are covered. If we deem any cables or electrical appliances as unsafe you must remove them immediately
- 10.7 If you cause any damage to the Market Area electrical supply equipment you will be charged for the repair.
- 10.8 We may suspend the use of electricity by any Trader.

11. Stall equipment that you provide

- 11.1 Stalls supplied by you must meet the expected standards of safety and appearance that we require- the design of stalls must be of a high standard, of sound construction and self-supporting.
- 11.2 The erection and removal of the stall is the responsibility of the Trader.
- 11.3 If in our opinion any part or parts of the Stall are deemed to be unsafe it will be your responsibility to remove the item(s) and make safe.



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- 11.4 If you continue to trade without removing the unsafe item(s) or equipment you will be suspended immediately and asked to leave the market. You will only be allowed to return to the market when they have satisfied the Council that they have made their Stall safe.
- 11.5 You shall not affix your Stall to, or place any of your goods or produce on, any item of street furniture or public memorial.
- 11.6 All gazebos and pop-ups must be weighted, regardless of the weather. It is your responsibility to ensure they have enough weights to make their Stall safe and compliant with your Public Liability Insurance.
- 11.7 Trading from motor vehicles, caravans or trailers is not permitted unless they have been approved by Leyburn Town Council.
- 11.8 Traders are limited to parking one support vehicle behind their stall. This vehicle is to be parked wholly off the road and must not protrude onto the public highway or pavement. Other vehicles belonging to the Trader must be parked in the North Yorkshire Council Car Park, Golden Lion Yard, Leyburn.
- 11.9 The allocation of Pitches will be at our absolute discretion. However, we will, as far as is practicable, ensure that Regular Traders are allocated the same Pitch on each Market Day. The allocation of sites is managed by the Market Superintendent who is also responsible for enforcing these rules, collecting rents and issuing receipts. In his absence, the Town Clerk or other responsible person so appointed will undertake this task.
- 11.10 We usually allocate Pitches two days before a particular Market Day. Regular Traders are assumed to be intending to occupy their Pitch unless they have provided prior notice of non-attendance to the Market Superintendent.
- 11.11 If you have an allocated “Regular” trading position on a particular market and on a particular Market Day, you must claim that position no later than 8.30am.
- 11.12 Failure to do so may result in the temporary allocation of the trading position to a “Casual” Trader with no abatement of any charges due from you as the “Regular” user.



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- 11.13 You are not allowed to move (including for a temporary period) or extend your Pitch without first receiving our permission.
- 11.14 Erection of stalls may not start **before 6.00 a.m.** All stalls are to be clear of the Market area on Market Day by 5.30 p.m. Noise should be kept to a level as not to cause a nuisance to residents living in properties around the Market Place when erecting stalls, especially from dropping metal fixings when unloading vans and erecting the stall.
- 11.15 No trader may cease to sell their goods or pack up their wares before 2 p.m. in winter (October to March) and 3 p.m. in summer unless the weather deteriorates, and public safety is compromised. The Market superintendent will inform stalls when this applies. In such circumstances where the weather results in traders having to vacate the market early, the Trader will be reimbursed half rent for those attending.
- 11.16 Traders leaving before the Market Superintendent has given permission to vacate early will not be entitled to the repayment of rent.
- 11.17 Once permission has been given to operate a stall on Leyburn Market no extensions, encroachments or increases in the size of the stall or site are permitted without the authority of the Leyburn Town Council. The application may be handed to the Market Superintendent. If the extension is agreed to by the Town Council a new rental for the site will be assessed and charged from the first Market Day from which the extension is operative.

12. Conduct of traders

- 12.1 If you or your employees or representatives behave in a manner which may be deemed in breach of the law, or which is of an anti-social nature, threatening (physical or verbal) behaviour, you may be suspended from trading.
- 12.2 Traders are expected to represent Leyburn markets in a positive manner. Traders should not disgrace, belittle, or shame customers, fellow Traders, or Council officers in-person, or online including in social media posts. Any Trader or representative who is abusive or posts online or social media comments may result in suspension. For serious offences, suspension will be immediate and will be permanent.



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- 12.3 You should report any incidents of hate crime to the Police. A hate crime is any incident which the victim (or anyone else) thinks is based on someone's prejudice towards them because of their age, race, religion, sexual orientation, if you are in a marriage or civil partnership, disability, pregnancy or maternity, or because they are transgender.
- 12.4 Not all hate incidents will amount to criminal offences, but it is important that all incidents are reported to the Police.
- 12.5 If you are subject to verbal or physical abuse, including hate crime, or any form of discrimination not covered by 12.3 from a member of the public or fellow Trader, whilst trading on the market, you should report this to the Market Team immediately by sending an email to Clerk@leyburntowncouncil.gov.uk or speaking to the Market Superintendent.
- 12.6 You cannot do anything on the Stall and/or in the market which will contravene any statute, regulations or byelaws relating to the market which may from time to time be in force.
- 12.7 You are expected to observe, respect, and carry out the reasonable instructions and directions of the Market Team, or any other authorised Officer of the Council.
- 12.8 Any observed breach of Market Rules or Regulations will result in a warning letter/e-mail being issued to you. This communication will remain on file for a year. In the event of a second breach of the Rules or Regulations in that year, you will have your Traders Agreement cancelled which means you will not be permitted to trade at any of the Council's markets or events in the future, or for such period as the Council may determine.
- 12.9 You shall not sell any goods or allow them to be sold by auction or touting.
- 12.10 You can only use amplifiers, or other noise-making devices or motors or after consultation with us.
- 12.11 Radio broadcasts or recorded music shall not be played at any time except for the purposes of the sale of radios or similar apparatus or music which may be tested from time to time or at the request of the customer and then not operated for prolonged period or excessive volume.
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12.12 No trader or their staff shall accost members of the public for purposes of conducting their business.

13. *Trade Waste*

13.1 Traders are responsible for ensuring that paper, packing materials and stall refuse of any description is not allowed to blow or spread outside the area of their site. No waste is to be disposed of in the litter bins in Leyburn; site areas are to be left clear of litter and debris at the end of the day. Any waste not removed by the Traders will result in a charge to the Traders for such removal by the Town Council.

14. *Returns Policy*

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

- a. **Refund** "Your legal rights: When you buy goods from a business, you have several legal rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed. In addition to your legal rights, we allow you to return goods if you change your mind. Please return the unused goods to us with the original receipt within 14 days and we will offer you a full refund."
- b. **Exchange** "Your legal rights: When you buy goods from a business, you have several legal rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed. In addition to your legal rights, we allow you to return goods if you change your mind. Please return the unused goods to us with the original receipt within 14 days and we will offer you an exchange."
- c. **Legal rights only** "Your legal rights: When you buy goods from a business, you have several legal rights as a consumer. These include the right to claim a refund, replacement, repair and/or compensation where the goods are faulty or



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

15. Notice period

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

16. Compliance with rules

- 16.1 You must comply with all reasonable directions of the Council.
- 16.2 If you do not comply with these Market Rules, we may suspend you from trading.
- 16.3 Breaches of the Market rules will be documented by the Market Superintendent after bringing the matter to Trader’s attention and a copy of the notice will be given to the Trader.
- 16.4 Written notice will come from the Town Clerk following a notification from the Market Superintendent. This will permit the Trader to lodge an appeal against any such notice and avoid ambiguity over the breach. Traders who repeatedly flout the rules may be refused a licence to trade on the Town Markets. The Council will issue a formal warning where repeated breaches occur, or where a major breach has occurred. A trader may be refused permission to trade immediately if a serious breach occurs or issued repeat warnings where there is a less serious but repeated breaches occurring. For the first breach a first warning will be issued, then a second warning for a repeated or another breach of equal importance, thereafter, a third and final warning and refusal will be issued. The Trader may at any stage lodge an appeal to the Council using the grievance process detailed below. Where a licence to trade has been refused, due to a stage 3 Warning or a major breach, the Trader cannot trade until the Council have heard the appeal and revoked the original decision, if such



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revocation is granted. The Council will hold the right of the Trader to an available pitch, if a permanent trader, until any appeal is heard and resolved by the Council. The Council may move straight to a level 3 Warning and remove the Traders licence to trade on the Market if the breach is so serious and warrants such action. The Trader retains the right to appeal in all stages. All such minor warnings remain active for a period of three months from the date of issue.

17. Amendments to rules

- 17.1 We will review and reissue Market Rules on a yearly basis. We may add to, or otherwise amend the Market Rules, in the light of changing circumstances, or for any other reason, and we will advise you in writing of any changes.
- 17.2 Procedure for exclusion of trading
- 17.3 If you fail to adhere to market rules or instructions given by us, we will issue a verbal warning for the first instance. For a second incident we will issue a written warning. Any further failure will result in a permanent ban from trading on Leyburn market.
- 17.4 If we consider the first failure to adhere is serious, we will issue a permanent ban from trading on any Leyburn markets immediately. E.g.: Verbal or physical abuse towards public, other Traders, or the Markets team.
- 17.5 We will issue all written warnings and permanent bans in writing, and they will be effective immediately.

18. Leyburn Town Council reserves the right to:

- 18.1 Refuse permission for an applicant to sell wares on the Market Square or other land owned by the Council.
- 18.2 Cancel the permit of any Trader who fails to adhere to these rules or gives cause for the Town Council to consider and decide that the Trader is failing to provide an acceptable service to the Public or brings the Town Council or any of its employees into disrepute.
- 18.3 To relocate stalls on the Market Place when it is considered that such moves would be beneficial to the Public or to the Market Area in general.



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19. Grievance and Appeals.

All disputes are to be referred to the Market Superintendent in the first instance.

If you wish to complain about these Market Rules or our enforcement of the rules, you can make a complaint in writing to MRS C Smith, Clerk to Leyburn Town Council, Thornborough Hall, Leyburn DL85AB or by email to Clerk@LeyburnTowncouncil.gov.uk

If you are not happy with the resolution of your complaint, you can appeal to the full council.



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Definitions used in this document

“we”

Officers employed by Leyburn Town Council to carry out the Markets function

“you/your”

The Trader, or employee of the Trader, operating on any market managed or licensed by Leyburn Town Council. Including Trader, Regular Trader, and Casual Trader.

Casual Trader

A Trader who has been granted temporary use of a Pitch to trade. This classification is confirmed in the Trader Agreement.

The Council

Leyburn Town Council represented by an officers employed by the Council to carry out the Markets function.

Loading and Unloading

Means the process of getting goods and equipment in and out of the Traders' vehicles. This includes the set up or take down of the Stall or Pitch.

Market Area

The area approved by the Council for the Market to take place. A market will have a layout as specified by the Council and the Council remains in control of all space within the Market Area. The layout will determine the location of Pitches permitted for use.

Market Day

The day (or days) of the week upon which the Council have approved the holding of a retail market. The current Market Day is Friday

Permitted Commodities



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Those goods and commodities for which the Trader has approval of the Council to sell at a given market.

Pitch

A area of land from which the Trader is authorised to sell Permitted Commodities during the Trading Hours on any given day. The location of Pitches will be determined by the layout as specified by the Council. The Council retains all rights to all Pitches/space within the Market Area. Traders have no rights to a specific Pitch and location of a Trader within the market will be determined by the Council.

Regular Trader

A Trader who has been approved to trade on a permanent basis on the market and who makes payments on account. This classification is confirmed in the Trader Agreement.

Stall

The structure, trailer, or other device upon which the Permitted Commodities are displayed for sale following approval of its use from the Council. Trader An individual who we have authorised to trade on a market.

Trader Agreement

The agreement between the Council and a Trader which sets out commodities permitted to be sold by that Trader on a specified market, subject to these Market Rules and such other conditions as may be included in the Trader Agreement. A Trader Agreement does not guarantee a specific Pitch.

Trading Hours

The period of time which Traders are permitted to sell. We have the discretion to vary Trading Hours dependent on the conditions and circumstances on site.