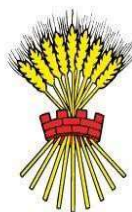


Pickering and Helmsley Market Rules 2022/2023



RYEDALE
DISTRICT
COUNCIL



 your local
market

ABOUT THE MARKETS

Pickering market: Monday

Pickering is a historic market town and the official gateway to the North York Moors National Park. It hosts the North York Moors Steam Railway, which is the longest in England, operating an 18 mile line to Grosmont through the heart of the North York Moors National Park. The town also boasts Pickering Castle, Beck Isle Museum, a theatre, and hosts many events throughout the calendar year.

The Market is held every Monday in the Market Place and is popular with both locals and tourists. Pickering is reputed to be one of the oldest towns in Ryedale, founded by King Peredurus around 270BC. The rights, privileges, perquisites, advantages, and appurtenances to host markets were granted to the Local Board for the District of the Township of Pickering and their successors. This was awarded at the Palace of Westminster under the seal of Our Duchy of Lancaster on 26th June 1878 and a market has taken place in this traditional market town ever since.

Helmsley market: Friday

This pretty market town lies right on the edge of the North York Moors National Park. Duncombe Park, the ancestral home of Lord Feversham, sits in attractive parkland at the edge of the town. Helmsley is home to a Norman castle and an ancient market cross, as well as old coaching inns and a varied selection of tearooms.

The market is held in the central, ancient Market Square every Friday and is alleged to date back to the 13th century whereby a charter was created by Robert de Ros to his Burgesses of Helmsley. There is some doubt as to whether this Charter was incorporated and may have been suppressed by the Earls of Rutland around 1520, however a market has taken place on the current site since 1467. It was originally held in the churchyard with the market cross being moved from there to its current position. In 1670 the Duke of Buckingham established a Charter market in Helmsley establishing a weekly market and three fairs. Between 1784 and 1861 the tolls were collected by the Thorpe family. In 1966 the market was subject of a conveyance to the Rural District Council of Helmsley by a Vesting deed involving the Earl of Feversham Trustees.

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MARKET RULES

1. Definitions

- 1.1 The “Council” means Ryedale District Council.
- 1.2 A “Permanent Trader” is a market trader who has been granted the privilege of using a particular trading position on a particular day at a particular market.
- 1.3 Community Team’ is the Council’s Safer, Stronger Communities Manager who has the authority to enforce these market rules or a duly authorised representative.
- 1.4 A “Pitch” is the permitted trading space paid for by a Market Trader.
- 1.5 A “Stall” is the structure from which goods are displayed and sold.
- 1.6 A “Trading Line” is the type of goods a Market Trader sells as agreed in their Trading Agreement.
- 1.7 “Misconduct” is any serious and persistent breaches of market rules, dishonesty, and deliberate acts of causing damage or injury bringing the Market into disrepute.

2. Market provision

- 2.2 Pickering Market is held every Monday in the Market Place. A road closure order is in place which closes the market place between 10.00am and 4.00pm. Any alteration to change these times will be made to NYCC Highways under the Road Traffic Regulation Act 1984.
- 2.3 Helmsley Market is held every Friday in the Market Square. One charity stall is provided free of charge subject to an advance booking through the Community Team. The barriers used to prevent general vehicle access to the Market Place are removed at 5.00pm, or at an agreed time.
- 2.3 At both markets:
 - The market is self-erect and traders provide their own stall
 - Trading will be between the hours of 9.00am and 4.00pm, where practical
 - The Market is managed by the Council’s Community Team
 - No one under the age of 18 is permitted to trade

3. Application to become a trader

- 3.1 Applicants must provide the following:
 - Completion of market trading agreement

- Proof of right to live and work in the UK
 - ID for address and person
 - Copies of insurance details (Public Liability and Employers Liability)
 - Registration of food hygiene certificate and registration of food business certificate if applicable
 - Completion of our risk assessment form
- 3.2** All applications sent to the Community Team will be assessed and processed within 14 days if all the relevant documents have been received. Once the Community Team is confident that everything is in place, then permission to trade will be given in writing. If there are no available pitches, you will be added to the waiting list for the particular market that you have applied for.
- 3.3** Equal Opportunities Policy: Ryedale District Council is committed to equal opportunities for all, and this means that no one will be treated less favourable regardless of age, race, sex, ethnic origin, marital status, age or disability.

4. Trading agreement

- 4.1** Prior to trading on any Council run market, all traders, will have completed a Trading Agreement Form, signed and returned to the Community Team. It will contain the following information:
- Trader's full name and any employed staff
 - Address
 - Date of Birth
 - National Insurance number
 - Contact telephone number / Email Address
 - Public Liability Insurance details / Employees Liability i.e. member of staff
 - Vehicle registration number
 - Trading lines (definitive list of goods sold)
 - Food authority registered with (if applicable)
 - Acknowledgement of the Market Rules
 - Evidence of the right to live and work in the UK
 - A completed Risk assessment will be requested

The above also applies to any staff that are employed on the stalls by a trader.

- 4.2** Once the form is returned, we will confirm in writing your acceptance to Trade and also what product lines you may sell. Without this confirmation you will not be able to trade. Traders must inform the Community Team in writing within 14 days of any changes to the personal details provided in the Agreement.
- 4.3** Changes to product lines must be put in writing and approval sought by the Community Team prior to trading.

- 4.4 On the anniversary of traders Public Liability insurance expiry, an updated market trading agreement is required to be submitted to the community team including updated risk assessment. Traders must not knowingly submit any false information.
- 4.5 Every stallholder shall accept full responsibility for and indemnify the Council in respect of all claims for personal injury, damage to property, nuisance and any other damage or expenses by whomsoever the claim is made and from whatever cause, arising out of, or in connection with, the use and occupation of the site allotted to him/her.
- 4.6 Details will be kept electronically by the Council and will comply with Data Protection legislation.
- 4.7 This authority is under a duty to protect the public funds it administers and to this end may use the information provided in Trader's Trading Agreements 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.

5. Insurance

- 5.1 Each Trader must have third party public liability insurance with a minimum cover of £5,000,000. Traders should ensure that their insurance policy covers for them erecting their own stalls if applicable.
- 5.2 Each Trader who employ's staff must have employers liability insurance with a minimum of £10,000,000.

6. Trading lines

- 6.1 You must only sell the items that you put on your trading agreement. Any changes to product lines must have prior written approval from The Community Team and their decision will be final.
- 6.2 The Council may restrict numbers of any particular type of trading line at its absolute discretion.
- 6.3 No trader will have sole trading rights in any commodity.
- 6.4 The Community Team will consider the overall balance of the Market at all times.
- 6.5 Traders selling food must adhere to all requirements of the Council's authorised Food Safety Officers and all relevant statutory requirements.
- 6.6 Traders must adhere to all requirements of the North Yorkshire County Council Trading Standards Department, including regulations regarding the display of goods, weights and

pricing, and must not sell any counterfeit, illegal, or unsuitable merchandise. These include the following:

- Stolen goods
- Suspected stolen goods
- Counterfeit goods
- Unsafe goods
- Tobacco goods (duty unpaid)
- Alcoholic goods (without licence)
- Fireworks (sold otherwise than in accordance with code and regulations)
- Offensive weapons
- Restricted items of a pornographic nature
- Live animals
- Pirated cd's/dvd's

7. Attendance

- 7.1** All pitches let to permanent stallholders must be claimed by 8.30am unless prior notification has been received.
- 7.2** Except in extreme weather conditions or other agreed emergency situations trading should continue until 4.00 pm.
- 7.3** Permanent stallholders will be permitted to take two weeks leave of absence in each financial year for holidays etc. This is factored into the annual rent payments – i.e. traders will only be charged for 50 weeks.
- 7.4** At least one week's notice is required to the Council for a period of absence. In the event of un-approved absence, the permanent stall holder will be charged the normal rent on his/her return.
- 7.5** Permanent stallholders will be permitted two weeks sickness absence in each financial year without their privileged position as a permanent trader being affected and without rents being levied for that approved period on submission of a self-certified note.
- 7.6** It is expected that all Permanent Traders attend the market on a regular basis to create a full and vibrant market.
- 7.7** Absence for more than 4 consecutive weeks without notification been received will result in your pitch been reallocated permanently.
- 7.8** Exceptions can be made in cases of agreed absence which should be reported directly to the Community Team. If you wish to cancel your trading agreement, written notification must be received and acknowledged before any monies due will be cancelled.
- 7.9** The sub-letting of stalls or pitches or any part thereof is strictly prohibited.
- 7.10** If a stallholder wishes to cancel their trading agreement, written notification of 2 weeks must be received and acknowledged before any monies due will be cancelled.

8. Trading status

- 8.1** If a permanent pitch is not available you can be placed on a waiting list until one becomes available.
- 8.2** If a trading agreement is cancelled you will not be allowed to take up trading on any market within Ryedale within a 12 month period, this will be at the discretion of the Community Team.
- 8.3** When a new trader is offered a vacant pitch they are allowed a period of 4 weeks to trade on a 'casual' basis to allow them time to decide if they want to become permanent. They will pay the weekly pitch fee (dependant on size of stall) every week to the Community Team. After four weeks they will become a permanent stallholder. An account will be created so they can be invoiced accordingly.
- 8.4** No one under the age of 18 is permitted to trade at the markets.

9. Market rents

- 9.1** Daily rents for use of all Market areas shall be in accordance with the scale of fees and charges applicable at the time.
- 9.2** Rents for permanent traders will be invoiced quarterly in advance with various payment methods.
- 9.3** Rents will be reviewed annually with new tolls being applied from 1st April each year.
- 9.4** Rents for the current financial year are published in the Council's annual schedule of fees and charges.
- 9.5** Pitches are charged on a single 10ft x 4ft / 3m x 1.2m basis.

10. Rent arrears

- 10.1** Permanent Traders who accrue significant rent arrears may lose their permanent trading privileges. 'Significant' is defined as 4 weeks.
- 10.2** A Trader will receive notification of any rent arrears and an opportunity to bring their account up to date.
- 10.3** Failure to pay rent arrears after notification has been received may result in the pitch being reallocated.
- 10.4** It is the trader's responsibility to pay their rent on a regular basis.

- 10.5** Ryedale District Council will pursue all rent arrears through the council's debt recovery procedure. Failure to make adequate payments could result in the service being withdrawn until such time as an account has been brought up to date.
- 10.6** If full payment is received, the debt is closed
- 10.7** If an offer to pay in instalments is made, finance will be responsible for setting up and monitoring payments
- 10.8** If the debtor breaches the instalment agreement they will receive one reminder letter. If a further breach of the agreement is made, the agreement may be terminated
- 10.9** If the debtor disputes the debt before it reaches legal, finance will put a hold (up to one month) on collecting the debt until the service informs finance on what action to take i.e. resume; cancel; adjust the debt

11. Adverse weather policy

- 11.1** The Community Team, or in their absence an authorised Officer of the Council, reserves the right to cancel a market if the weather is deemed to make the running of the market dangerous. This will be at their absolute discretion.
- 11.2** In the event that a market is cancelled, you will receive email or text confirmation that this has been the case and monies will be credited to your account.

12. Pitches and stalls

- 12.1** The Council will respect, as far as possible, a trader's position and length of tenure on the market. However, the Council reserves the right to re-pitch any traders temporarily or permanently taking in account factors that may affect the layout or operation of the market.
- 12.2** One pitch is measured at 10ft x 4ft / 3m x 1.2m at Pickering and 2 parking spaces at Helmsley.
- 12.3** Pitches will be charged at a set price of a full pitch or half a pitch. Any extension of a stall will be charged at a half or a full pitch.
- 12.4** Periodically, the Community Team may measure stalls to ensure the correct number of pitches are being charged for.
- 12.5** Stalls must be supervised at all times.
- 12.6** Current or existing Trading Agreements, including pitches, are not transferable and traders cannot assign their business interests to another person.

- 12.7** Only trading from market stalls will normally be permitted but purpose made mobile shops may be allowed at the discretion of the Community Team.
- 12.8** Stalls provided by the trader must be kept in a good state of repair and must adhere to all requirements of the Council's authorised Health & Safety Officers and all relevant statutory requirements.
- 12.9** Traders and their employees shall not position, install or erect any table, rail, fittings, display, or stall extension, outside the area bounded by the roof overhang of their stall without the prior approval of the Community Team.
- 12.10** All goods must be on or under the stall.
- 12.11** Where permission has been granted by the Community Team, the ground in front of the stall may be used within defined limits.
- 12.12** There must always be adequate distance between stalls for safe access and egress and for the movement of pushchairs, wheelchairs and any other mobility device.
- 12.13** No person shall, without the permission of the Council post or display any bill, placard or poster.
- 12.14** The Community Team has the authority to control noisy advertising methods.
- 12.15** No unreasonable noise should be played at any time in the market.

13. Vehicles

- 13.1** Vehicles must not be left on the Markets or adjacent roadways after unloading, which should be completed by 9.00 am at Helmsley and 9.00 am at Pickering.
- 13.2** Vehicles should not be brought back until after 3 pm (except in cases of emergencies or severe weather, at which times the permission of the Community Team should be sought).
- 13.3** Exemptions to usual parking restrictions can be made for Traders who pay for the privilege of having their vehicle on Helmsley market and they will have a permit to display.
- 13.4** Parking is available close by at Vivis Lane or Eastgate car parks, Pickering and Cleveland Way, Helmsley and annual parking permits are available upon request.
- 13.5** Drivers must take all precautions to ensure the safety of the public and other stall holders whilst moving on or off the market.
- 13.6** Roadways must be kept clear at all times, with clear routes for emergency services to be available at all times. The roadway comes under the jurisdiction of North Yorkshire County

Council and under no circumstances should vehicles obstruct the highway or traders' stalls be positioned on it.

14. Commercial waste

- 14.1** All stallholders must keep their stalls and trading area free from litter.
- 14.2** Any refuse produced as a result of trading is to be removed at the end of the day.
- 14.3** Please recycle your waste wherever possible.
- 14.4** Each stallholder shall take steps to prevent litter or waste associated with their stall blowing about the market place.
- 14.5** Waste produced from a stall is classed as Commercial Waste and you have a duty of care under the Environmental Protection Act 1990 to dispose of your waste by using a licensed waste carrier. Ryedale District Council offers this service and further details are available on our website (details under contacts) or upon request.

15. Conduct

- 15.1** Traders must not behave in an impolite, violent, or abusive manner of any description
- 15.2** Traders must not cause obstruction to the duties of the Community Team or any other trader
- 15.3** The Community Team will have absolute discretion to remove those from the market that he/she deems to have behaved in an unacceptable manner and, where appropriate, the incident will be reported to the Police
- 15.4** Traders and their employees shall not cause damage to any street furniture or any plants, shrubs, trees or other flora near to their pitch
- 15.5** Traders must adhere to all requirements of the Council's authorised Health & Safety Inspectors and all relevant statutory requirements

16. Employment of children and young persons

- 16.1** All traders must comply with the Children and Young Persons Act 1933 & 1963, the Education Acts 1944-48 and the Employment of Children Act 1973. The youngest age a child can work is 13. Work undertaken must comply with the type of work, hours, and on the days and time

permitted in law. 'Employed' is extended to include any child who assists in a trade or occupation even where the child receives no monetary reward. For more information: [Child employment - GOV.UK \(www.gov.uk\)](http://www.gov.uk).

17. Health & safety

- 17.1** You are responsible for ensuring the health & safety of both everyone who works on your stall and that of your customers.

18. Contravention of rules

- 18.1** The rules outlined in this document apply to all markets run by Ryedale District Council and all traders must observe the Market Rules.
- 18.2** All allocations of pitches and stalls are made on the express understanding that they may be terminated forthwith by the Community Team in the event of any contravention by a Trader or their employees of these Rules.
- 18.3** The Council reserves the right to take action against any Trader who, in their opinion, does not comply with the Market Rules. Traders found to be in breach of the Market Rules may be dealt with in one of the following ways:
- First written warning from the Community Team
 - Final written warning from the Community Team
 - Refusal of permission to continue trading
 - A written warning will only be issued for the same violation once.
 - If a Trader continues to breach the Market Rules, they and all employees working for that trader will be required to cease trading in the District for a defined period of time.
- 18.4** Some breaches may be deemed serious enough to forego the verbal and written warning stages, and proceed directly to the 'cease trading' stage. This will be confirmed to the Trader in writing.
- 18.5** It is envisaged that such a sanction will only be used on rare occasions, when a breach of the Market Rules is deemed particularly serious. These occasions will include: The sale of illegal or counterfeit goods
- Serious breaches of food safety and health & safety statutory requirements
 - Violent or threatening behaviour towards a member of the public, Council staff, or fellow Trader
 - Continued violation of the Market Rules where verbal and written warnings have already been issued but not heeded.
- 18.6** Traders have the right to appeal against being required to cease trading. This should be done in writing within 14 calendar days of receiving written confirmation of the decision. Appeals should

be addressed to the Safer, Stronger Communities Manager. The current contact details for such appeals are as follows:

Safer, Stronger Communities Manager
Ryedale District Council
Ryedale House
Malton
North Yorkshire
YO17 7HH

The Community Team will then determine whether or not the Trader will be allowed to trade/continue trading within a further 14 calendar days, and the result of the appeal given in writing. A personal hearing will be offered on request.

19. Feedback

- 19.1** We are keen to work with all market traders and associations to help create a vibrant market. We would therefore appreciate any feedback on any issues relating to how the markets are run. This can be done either by e-mail to markets@ryedale.gov.uk or in writing to Community Team, Ryedale district Council, Ryedale House, Old Malton Road, Malton, YO17 7HH.
- 19.2** If for any reason you need to make a formal complaint, we have a corporate procedure in place and details are available on our website (details under Contacts) or forms are available upon request.

20. Contact

- 20.1** You can contact us using the following methods below:

Community Team
Ryedale District Council
Ryedale House
Old Malton Road
Malton
YO17 7FD

Tel: 01653 600666
E-mail: markets@ryedale.gov.uk

- 20.2** For Compliments, Comments & Complaints please visit:
<https://www.ryedale.gov.uk/about-the-council/contact-the-council/complaints-compliments-feedback/complaints-compliments-and-feedback-form/>
- 20.3** For information on Commercial Waste please visit:
<https://www.ryedale.gov.uk/information/bins-recycling/commercial-waste/>
- 20.4** For information on Markets please visit:
<https://www.ryedale.gov.uk/information/community/trading/markets/>

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