



## **1.0 AIMS AND OBJECTIVES**

- 1.1 To maintain the operation of a Saturday and Wednesday market originally granted by Charter in 1545.
- 1.2 To preserve the market's joint function as an economic entity and visitor attraction by offering a diverse and attractive range of goods and services to shoppers and visitors.
- 1.3 To seek to manage the market on a cost neutral basis whilst providing the wider benefits to the town from having a vibrant town centre market.

## **2.0 GOVERNANCE**

- 2.1 The market is part of the Council's Leisure & Culture Section. The following personnel have responsibility for operating and managing the market:-
  - The Markets Officer is responsible for day-to-day market operations.
  - The Markets Manager will act as Line Manager for all market operations.
  - The Assistant Director will act as Head of Service for all market operations.
- 2.2 The market will be subject to the Council's audit process.

## **3.0 PERFORMANCE MONITORING**

- 3.1 The performance of the market will be monitored in terms of:
  - a) Average Market Traders attending per month
  - b) Income & costs in the context of the objective to operate on a cost neutral basis

## **4.0 FREQUENCY**

- 4.1 The Council will hold Markets every Wednesday and Saturday throughout the year.
- 4.2 There will be a maximum of 3 days where markets will not be held to allow for the annual May Fair.
- 4.3 There may be days when markets will not be held to allow for the annual Christmas market and Christmas period.
- 4.4 During the Christmas period, there may be additional limited markets. There will be no stalls provided for these markets and limited pitches will be on a first come first served basis.



4.4 Details of all markets to be held will be published at the start of each year (January) on the Boston Borough Council website.

## **5.0 MARKETS ON BANK HOLIDAYS**

5.1 When Christmas Day, Boxing Day or New Year's Day (Public Holidays) fall on a Boston market day, no market shall be held.

## **6.0 CAR BOOT SALES**

6.1 A copy of the Council's Car Boot Policy is attached as Appendix 1.

## **7.0 SPECIALITY MARKETS**

7.1 The Council may, where it considers it appropriate, encourage and support certain speciality markets providing they do not negatively impact upon the regular Wednesday and Saturday Markets. Such markets might include, but are not restricted to, farmers' markets, Christmas markets, continental markets and antiques and craft fairs.

## **8.0 TENANT MIX**

8.1 In order to ensure the viability of Boston market, the Council will ensure that the market offers an extensive range of goods but does not have an excess of regular traders selling any particular type of goods. Market applications will be determined through Officer Delegation, with the Head of Service hearing any appeals.

## **9.0 TRADING ON BOSTON MARKET**

9.1 Traders at Boston Market are categorised as either regular or casual traders.

9.1.1 Regular traders. Traders are deemed to be regular traders when they have stood at Boston Market for 8 consecutive trading days (this can be consecutive Wednesdays, Saturdays or a mix of Wednesday and Saturdays) and have met all of the criteria below. Traders categorised as regular traders will be offered, where possible, the same stall/pitch for each market they attend; however locations may differ from Wednesday to Saturday.

9.1.2 Casual traders. Traders are deemed to be casual traders when they attend Boston Market intermittently and meet the criteria below. Casual traders will only be offered a stall/pitch subject to availability and will not be entitled to stand at the same location each time they attend. Casual traders will only be able to occupy a market stall/pitch when directed to do so by the Council's Markets Officer.



- 9.2 Permission to commence trading on Boston's markets, whether as a regular or casual trader, is subject to compliance, by the trader, with all the following conditions:
- 9.3 Receipt of a fully completed and signed application form accepting compliance with the market terms and conditions.
- 9.4 Receipt of a copy of a current certificate demonstrating valid Public Liability Insurance against an amount of not less than £5,000,000 (5 Million Pounds).
- 9.5 Receipt of a copy of current electrical and gas safety certificates for any equipment that is to be used on Boston market. All electrical equipment is also to be PAT tested and appropriately labelled.
- 9.6 Receipt of food hygiene, health and safety certificates if appropriate.
- 9.7 Where any of the above documentation has not been received by the Council in advance, or is not passed to the Markets Officer upon arrival at the market, then the trader will not be permitted to trade and will be asked to leave immediately. It is the trader's responsibility to ensure they provide copies of all renewed documentation in a timely manner.

## **10.0 CASUAL MARKET STALL BOOKING**

- 10.1 Casual market traders will need to book no later than 3pm the day before the Market they wish to stand on.
- 10.2 Stalls may only be booked via [markets@boston.gov.uk](mailto:markets@boston.gov.uk) by 3pm on the Tuesday or the Friday prior or; phone bookings can be made 10am - 3pm on a Tuesday and Friday only on 01205 314200
- 10.3 Casual Market stalls and pitches will be allocated on the morning of the market.
- 10.4 Any casual trader not attending following confirmation of booking will be charged the full fee for that market day.

## **11.0 CHARITIES AND NON-COMMERCIAL ORGANISATIONS**

- 11.1 Where the market can be let to capacity to commercial traders, no charities or non-commercial organisations shall be permitted to stand.
- 11.2 All applications from charities and non-commercial organisations shall be treated in the same way as applications from commercial traders. However, each of these organisations shall be permitted to stand, free of charge, for the first market attendance in each financial year. Attendance at subsequent markets shall be chargeable at the full rate.



- 11.3 Each and every market appearance by a charity or non-commercial organisation must be supported by a separate application. Any and all such applications are to be referred to the Markets Officer for approval. In the absence of the Markets Officer, all such applications should be referred to the Markets Manager. The approving officer must sign and date the application stating the decision and the reasons supporting that decision. These applications remain at the absolute discretion of the Council.
- 11.4 Boston Borough Council reserves the right to stand at any time to promote awareness of its own services where appropriate.
- 11.5 No organisation should be able to stand to promote and/or influence the public in political manner.

## **12.0 FEES**

- 12.1 The fees payable for the hire of the market stalls or pitches shall be reviewed and set annually by the Council. Fees shall be set in each case relating to the size and/or number of stalls or pitches occupied by the trader and any additional trading area occupied by the trader. A table of current market fees is attached at Appendix 2 to this policy.
- 12.2 Fees will be invoiced retrospectively at the end of each month and payment can be made using the following methods:-
- Online: Log on to:  
[www.mybostonuk.com/payments](http://www.mybostonuk.com/payments) (this service is available 24 hours a day, 7 days a week)
  - Contact our financial services team on 01507 613302 during office hours
  - Pay at your local Post Office or Pay point Outlet by presenting your invoice with your payment.
  - Direct Debit (please see above)
  - Cheque – Cheques should be made payable to Boston Borough Council. Please ensure that your invoices reference is placed on the back of the cheque.
  - Internet Banking/ BACS. Pay using your online bank account. Our sort code is 40-12-30, Account Number 51644807, Bank: HSBC
  - Standing Order – contact our financial services team to request a mandate. If you chose this option please ensure that you have



included your customer number on your mandate before submitting it to the bank.

- 12.3 The Council's payment terms are strictly 14 days from the date of invoice. Failure to pay invoices in a timely manner may result in you being unable to trade on Boston Market until your account is settled in full.
- 12.4 All fees are subject to at least an annual review and changes are reported as part of the Council's ongoing budgetary process.

### **13.0 INDEMNITY AND INSURANCES**

- 13.1 Traders shall indemnify the Council from and against all claims, damages, loss, expenses and costs in respect of any explosion, fire, accident or injury to any persons or property which may have arisen as a result of, or in connection with, the occupation or use of any stall or pitch on any part of Boston's market.
- 13.2 Proof of indemnity against an amount of no less than £5,000,000 (five million pounds) shall be presented upon initial application for the holding of a market stall and annually upon renewal of such insurance.
- 13.3 Failure to provide valid insurance for either casual or regular traders will mean immediate dismissal from the market until the correct paperwork is produced.

### **14.0 TRANSFER OR SUB-LETTING OF STALLS/PITCHES**

- 14.1 The transfer or sub-letting of stalls and pitches, or any part thereof, is strictly prohibited.
- 14.2 In the event of a trader disposing of his or her business to another trader, a new application for permission to stand on Boston's market shall be completed by the purchasing trader and submitted to the Council for consideration. The Council, for its part, shall not unreasonably withhold permission and shall, where possible, allocate the same stalls or pitches as previously used by the vendor trader. The purchasing trader shall not stand prior to receiving the necessary consents.

### **15.0 ABSENCE FROM THE MARKETS**

- 15.1 Regular traders are permitted authorised absence (holiday) from the market, without being liable for payment, for up to four markets if trading once per week, or up to eight markets if trading twice per week. The absence period will run from 1st April - 31st March.
- 15.2 In exceptional circumstances (such as the Pandemic of 2020/2021) the Council may wish to offer a period of free rent for all traders, but this will be determined at the time of any such incident.



- 15.3 Fees remain payable during any additional periods of absence if the trader wishes to resume trading under designated "regular trader" status, otherwise the trader will be pre-designated as a "casual trader" and their fees will be adjusted accordingly. A quarterly absence report shall be run to monitor leave; any outstanding rents will be billed as required.
- 15.4 If the absence is as a result of short-term illness, then holidays should be used. Any trader suffering a long-term illness is asked to provide written proof and in such cases will not be charged for those periods of absence and will retain their regular status.
- 15.5 Traders are asked, wherever possible, to arrange hospital appointments outside of market trading days. Where this is not possible, then proof of appointment will be required, fees will then not be payable for that day.
- 15.6 The Council reserves the right to let vacant stalls and/or pitches to casual traders during periods of absence, regardless of the category of goods traded by that casual trader. However, the Council will aim to ensure a casual trader does not sell the same goods as where a regular trader would stand.
- 15.7 In the event of unavoidable absence by a trader through any reasonable cause, the Council will guarantee the stall or pitch until 8.15 am only; provided that the trader concerned has reported the anticipated delay to the Markets Officer on his mobile telephone number 07879 420966 by 8.00 am on the market day concerned. A later time may be agreed at the absolute discretion of the Markets Officer and in exceptional circumstances only. The Council reserves the right to re-let the stall/pitch after 8.30 am or after such other time as may have been agreed at the discretion of the Markets Officer.
- 15.8 Following absence by a trader of four consecutive markets, without proper notification of the cause of absence, the agreement for that trader shall be terminated and the stall/pitch re-let. All letting fees are due to the Council up to and including the date of termination.

## **16.0 TERMINATION OF LETTING**

- 16.1 The Borough Council has the absolute right to terminate the letting of a stall or pitch, with immediate effect in the event of:
- 16.1.1 Breach, by any trader, of the Markets Policy.
- 16.1.2 Breach, by any trader, of any legislation pertaining to the operation of the market.
- 16.2 Where immediate termination is deemed appropriate, the trader will be ordered, by the Council, to leave the market and shall, within 10 days, be notified, in writing as to the reason or reasons for termination.



16.3 Where the breach is deemed not serious enough to warrant immediate termination, the breach will be dealt with as follows:-

16.3.1 First Breach. Trader issued with a written warning which is recorded by the Council on the Trader's file.

16.3.2 Second Breach. Trader issued with a further written warning which is recorded by the Council on the trader's file.

16.3.3 A third breach shall result in either suspension from the market, for a term to be determined by the Council or termination of the letting. The trader shall, within 7 days, be notified, in writing as to the reason or reasons for the suspension or termination.

## **17.0 GOODS TRADED**

17.1 All goods sold must comply with the Sale of Goods Act 1979 (as amended) in that they must be:

- as described (either verbally or on the label or packaging or otherwise)
- of satisfactory quality
- fit for purpose unless, prior to sale, any defects are brought to the attention of the buyer or where any such defects would be obvious to a prudent buyer

17.2 All goods sold must also be lawfully in the possession of and lawfully offered for sale by the seller.

17.3 All traders shall ensure that they are in a position to issue a written receipt showing the trader details, when it is requested by the purchaser.

## **18.0 CHANGES IN GOODS TRADED**

18.1 In the event of a trader wishing to make a material change in the type or range of goods traded, then a new application to trade on Boston's market shall be completed by the trader. The Council, for its part shall not unreasonably withhold permission, but shall determine the application giving regards to Section 8. The trader shall not make any material changes in the type or range of goods traded prior to receiving the necessary consent.

## **19.0 LAYOUT**

19.1 The Council reserves the right to alter the layout of the market from time to time in order to accommodate any works or other activities that are beyond the Council's control in the Market Place, Wide Bargate or Bargate Green. Wherever possible, such changes will be notified to the traders affected by the changes in advance of market days.



19.2 The Council reserves the right to temporarily or permanently alter the layout of the market in the Market Place or Bargate Green, subject to prior consultation with the market traders and/or their representatives. The Council's decision in this matter shall be final.

## **20.0 STALL & PITCH BOUNDARIES**

20.1 Traders shall not, without specific approval from the Council, place goods or refuse or in any way occupy any area beyond the boundaries of the stall or pitch rented to them. This applies to all such goods or refuse, whether placed on the ground, on tables, boxes or rails, or suspended from the frame of the stall. The boundary of the stall is defined as an area enclosed by the frame of the stall as supplied by the Council and for which the trader has agreed to pay a fee at the prevailing rates set by the Council. The boundary of a pitch is defined as an area agreed between the trader and the Council.

20.2 The Council shall permit extensions to stalls or pitches, at its discretion, where to do so would not impede the operation or safety of the market or the pedestrian flow nor prejudice the safety of the users of the market. Erection of extensions to stalls will be in agreement with the Markets Officer and subject to the extension not causing any obstruction to the market. The Council reserves the right to charge for any additional space occupied outside the usual stall or pitch boundary and this shall be based on the prevailing rates for the letting fee of pitch space, (based on width per foot), as set by the Council.

## **21.0 CONDUCT**

21.1 Traders shall at all times conduct their business in an orderly manner without causing obstruction of the market or interfering in any way with the business of another trader and in compliance with instructions given from time to time by the Council.

21.2 Traders shall conduct their business in a lawful manner meeting all legislative requirements relevant to the operation of their business.

21.3 Traders shall at all times exercise courtesy towards other traders and members of the public passing through the market.

21.4 The Council will not tolerate any form of abuse or violent behaviour.

21.5 Failure to adhere to these requirements shall result in those traders found to have broken these rules being subject to the "termination of letting" procedures at Clause 15.

## **22.0 HEALTH & SAFETY**

22.1 All traders have a legal responsibility to safeguard their staff, members of the public and any other person who has cause to use their stall. Traders are



required to comply with all health and safety legislation and must report to the Council any reasonably foreseeable hazards that they do not have control over. Traders must comply with any reasonable requests made by the Council in respect of health and safety.

22.2 Traders are responsible for checking their trading area at regular intervals to ensure no risks are posed. They must either resolve any issues, or report them immediately to the Markets Officer.

22.3 A health and safety inspection shall be carried out, by the Council, during each market; a copy of which will be held on file. The inspection shall take into account, but shall not be restricted to:

- 22.3.1 Stall frames
- 22.3.2 Stall frame safety pins
- 22.3.3 Cables
- 22.3.4 Electrical supplies and equipment
- 22.3.5 Stall holders' trading practices
- 22.3.6 Obstructions
- 22.3.7 Vehicular movement

A copy of the Health and Safety inspection sheet is at Appendix 3 to this Policy.

## **23.0 INCIDENTS IN THE MARKET PLACE/BARGATE GREEN**

23.1 Boston Market is held in a Public Open Space and as such anyone can enter the space and Council Officers have no powers to remove anyone from the Market area, regardless of how inappropriate their behaviour might be. If any trader witnesses or experiences incidents of anti-social behaviour they should call 101 to report the matter to the Police and thereafter inform the Market Officer.

## **24.0 STALLS - ERECTION, DISMANTLING, USE AND DAMAGE**

24.1 The erection and dismantling of Council market stalls is the responsibility of the Council and its employees. No other persons are to erect or dismantle Council market stalls. The Council will also provide and put in the stall frame pins in to Council owned stalls. Once erected, no stall supplied by the Council shall be removed, disconnected or dismantled by any trader. If there are any concerns about this, traders should liaise with the Markets Officer.

24.2 Any trader using extension bars on a Council owned market stall must ensure that stall pins are put back before they trade.

24.3 Stalls will be erected on the evening/night before the market takes place i.e. Tuesday and Friday. Stalls will be erected between 4pm and 7pm; however these times may change to suit Boston Borough Council's operational needs.



- 24.4 Where covers have been provided to traders for stalls, these covers remain the property of Boston Borough Council and are not to be used on other Markets away from the Borough.
- 24.5 Should damage occur or someone be injured as a result of any trader not putting their own stalls up safely, they will be liable for this, rather than the Council and their details will be passed on to the third party.
- 24.6 Traders are to ensure they have sufficient weights and fastenings to support their stall(s) in inclement weather conditions.

## **25.0 COMPLIANCE WITH FOOD SAFETY REGULATIONS**

- 25.1 All traders of hot or cold food will be required to comply with all relevant legislation and must have registered their business with the appropriate local authority. Standards to which traders must adhere are attached as Appendix 4. Traders are required to provide evidence of the registration to the Markets Officer.
- 25.2 All traders of hot or cold food must have a food hygiene rating of 4 or 5 in order to be able to stand on the market.
- 25.3 Council Environmental Health officers will routinely inspect food trailers. Any serious or persistent non-compliance with current legislation will result in the termination of lettings procedure being enacted.
- 25.4 All food traders must supply Boston Borough Council with the following:
- Documentation from the Local authority where your business is registered;
  - Documentation showing the date of your last food hygiene inspection; and
  - Your current hygiene rating.
- 25.5 Any action taken under the termination of lettings procedure does not preclude the Council from taking formal action for non-compliance of food safety legislation.

## **26.0 SALE OF ILLEGAL OR INAPPROPRIATE GOODS**

- 26.1 The Council reserves the right to terminate any letting or to refuse any application on the grounds of illegality or inappropriateness of goods traded. Such goods include, but are not limited to: pornography, knives used for non-culinary purposes, BB guns, replica guns, ornamental weapons, drugs of any class and items displaying profane text or images.
- 26.2 No trader shall sell any item that contravenes any of the following, or similar associated legislation:
- a) Trade Descriptions Act 1968
  - b) Video Recordings Act 1984



- c) Copyright Designs & Patents Act 1988
- d) Trademarks Act 1994

## **27.0 CORE TRADING TIMES**

27.1 Core trading times are those hours during which stalls and pitches must be occupied and trading.

27.2 Core trading times on Boston Market in the Market Place are:

|  |                       |
|--|-----------------------|
| 1 <sup>st</sup> April to 31 <sup>st</sup> October  | 8.30am to 3.30pm; and |
| 1 <sup>st</sup> November to 31 <sup>st</sup> March | 8.30 am to 2.30pm     |

Core trading times on Boston Market in Bargate Green are: 8.30am to 2.00pm, or later, as and when required.

27.3 Regular traders must take occupation of their pitch by 8.30am. Casual traders shall be allocated a pitch as early as possible after 8.00am, subject to availability. Please see Clause 10 regarding booking a casual market stall. In cases of extreme weather, trading times may be altered. See Section 29.

## **28.0 ALLOCATED PITCHES**

28.1 All regular traders should, wherever possible, be allocated the same pitch each Wednesday, or each Saturday.

28.2 Traders who regularly attend each Wednesday and Saturday should, wherever possible, occupy the same position on both days. Where this is not possible, the Council will allocate a pitch as near as possible to the regular position, according to availability.

28.3 In all cases, the allocation of stalls remains at the absolute discretion of the Council.

28.4 Casual traders will be allocated available pitches on the day of the market. These may not always be in the same location.

## **29.0 VEHICLES**

29.1 Each trader is permitted to park one vehicle close to their stall for the duration of the market. The location of the vehicle shall be agreed with the Market Officer to ensure that the area remains a safe environment for traders and members of the public. A parking permit must still be clearly displayed.

29.2 Any traders' vehicles that are parked off-site and in Council operated car parks shall display a valid parking permit, issued by Boston Borough Council Markets Officer, or a valid pay and display ticket. The Council will make known to traders those car parks where traders' vehicles can be parked.



- 29.3 Traders shall not return their off-site vehicles to the market during core trading times (as detailed in clause 26), nor shall on site vehicles be removed from the market during core trading times. In the case of emergency, as declared by the Council, or in the case of adverse weather conditions, as declared by the Council, these regulations may be relaxed either in individual cases, or collectively according to the circumstances. At the close of the market, traders must cease trading no later than 4.30pm and the Market Place must be vacated by 5.30 pm at the latest.
- 29.4 Vehicles driven by traders shall access the Market Place by means of the Town Bridge only and shall exit the Market Place via South Street. Vehicles shall not, except in the case of an emergency, as deemed by the emergency services, enter or exit the Market Place via Strait Bargate, or any other route. Traders in breach of this regulation shall be subject to the "termination of letting" procedure as described at Clause 16 of this document.

### **30.0 REFUSE REMOVAL**

- 30.1 Traders are required to keep their stalls and pitches and associated areas free from litter/refuse and in a condition to the satisfaction of the Council.
- 30.2 Traders may arrange and pay for additional wheeled refuse containers or bags to dispose of trade waste from a commercial waste company. These refuse containers must be sited in a position agreed with the Markets Officer and collection times agreed.
- 30.3 On no account shall traders dispose of commercial market waste in public bins.
- 30.4 No waste is to be left at the Market. Traders may leave themselves open to prosecution if any waste is left on site. Clause 16 will be used if required.

### **31.0 SEVERE WEATHER CONDITIONS**

- 31.1 In the event of severe weather conditions where it is considered by the Council, or a market trader, that a serious risk of injury to the public and/or traders and/or damage to goods exists, the Council reserves the right either to permit the trader to leave the market immediately; to cancel the holding of the market on that day; or to call an early cessation to trading. Extreme weather conditions will be agreed in accordance with the guidance set out in the Council's Severe Weather Policy which is attached as Appendix 6.
- 31.2 Where trading has already commenced and the Council considers it appropriate to require the cessation of trading, they shall notify the traders accordingly and supervise the removal of all goods, equipment and vehicles from the Market Place/Bargate Green.



- 31.3 Where a market is cancelled by the Council during a market day, or a trader is permitted to leave the market early in accordance with 31.1 above, no letting fee shall be payable by the trader concerned if trading ceases before 12 noon on that day. If no such action is taken before this time, then a full day's rent shall be payable.
- 31.4 Where a market is cancelled, due to adverse weather, the Council's decision will be deemed final and all traders will be required to vacate the Market Place/Bargate Green immediately.
- 31.5 Traders are permitted to take one inclement weather day per trading market to use in weather conditions they deem not fit to trade in. (i.e. traders standing one day per week are permitted to take one inclement weather day between 1<sup>st</sup> April and 31<sup>st</sup> March and those traders standing two days per week are entitled to take two). Rent will not be payable on these days and this is in addition to the conditions set out at 31.3 above.
- 31.6 Where a trader wishes to no longer trade due to adverse, inclement, or extreme weather 'in their opinion' they may leave the market after seeking permission from the Markets Officer. Traders who choose to leave the market early due to inclement weather of their own decision will be charged a full day's rent.

## **32.0 COMPLAINTS**

- 32.1 Any complaint by a market trader shall be directed in the first instance, either verbally, via email, or in writing, to the Markets Officer. If the trader considers that the matter has not been dealt with satisfactorily, or if the Markets Officer is unavailable, the complaint shall be directed, in writing, to the Council's Markets Manager.
- 32.2 If, after referral to the Markets Manager, the trader still considers that the issue has not been dealt with satisfactorily, then the Council's formal complaints procedure should be followed.
- 32.3 Where there is a dispute between a customer and a trader over goods purchased, the Council will advise the customer to try and resolve the dispute directly with the trader concerned. Where this is not possible, the customer should refer the matter to the Trading Standards Authority. If the dispute is still not resolved satisfactorily, the Council may take action to resolve the matter. In taking any action to resolve a dispute the Council will take into account the Sale of Goods Act 1979 and the conduct of the trader and customer.



### **33.0 CHANGES TO THIS POLICY**

- 33.1 This policy will be reviewed annually or sooner and changes will be made where deemed necessary. Structural changes may be implemented without formal committee approval.



**CAR BOOT SALES**

**SPECIAL CONDITIONS LAID DOWN BY BOSTON BOROUGH COUNCIL ON THE HOLDING OF CAR BOOT SALES FOR CHARITABLE PURPOSES.**

The Borough Council, as the Markets Authority, have considered the position of charities and other recognised voluntary organisations seeking to raise funds for good causes by the holding of car boot sales (including indoor "car boot sales") and has agreed to consider granting permission for such sales under the following conditions:-

- (1) Any space letting fee goes wholly to charity or other recognised voluntary organisations;
- (2) Sales can only be from cars and if stalls or tables are used they must have been carried in the boot of that car to the sale;
- (3) Not more than four car boot sales shall be held at a particular site in any one year;
- (4) Only private individuals shall be permitted to sell surplus household articles. No commercial traders will be allowed; and
- (5) No car boot sales shall be held on a Wednesday or Saturday within 6 & 2/3 miles of Boston town centre.

**GUIDANCE NOTES**

1. The object of this system is to preserve the rights of the Council under their Market Charter and to stop the growing practice of professional stallholders attending car boot sales and setting up what can be in effect a market.
2. Sales will be monitored to ensure that the conditions are being complied with. Contravention of the conditions may result in any future application being jeopardised.
3. Please note that Condition 2 prohibits the use of vehicles other than cars (e.g. vans, trailers, transit vans, caravans and buses).
4. The Council have granted delegated powers to officers to approve, but not refuse car boot sale applications. In order to avoid disappointment, it is recommended that applications be submitted at least 6 weeks in advance of the proposed date of sale to enable the application to be considered by the Committee if necessary.
5. If car boot sales are held on Sundays then the legislation with regard to Sunday Trading must be observed.



**TABLE OF FEES AND CHARGES TO TRADE AT BOSTON MARKET 2022/2023**

The following fees are payable by traders to trade on Boston Market:

| Charging Item  | Current Charge (£)  |
|--|---|
| <u>Market Place &amp; Bargate Green Per Council Stall (10ft)</u>                                       |   |
| Regular Trader (Per Market)**  | £22.00 Exempt No VAT  |
| Casual Trader (Per Market)   | £25.00 Exempt No VAT  |
| Casual Trader - Block of 6 markets – have to agree to stand at time of booking – refunds not available | 135.00 Exempt No VAT  |
| <u>Market Place &amp; Bargate Green Per Pitches (per 1ft frontage)</u>                                 |   |
| Regular Trader (Per Market)**  | £1.50 per 1 ft frontage Exempt No VAT   |
| Casual Trader (Per Market)   | £2.00 per 1 ft frontage Exempt No VAT   |
| Casual Trader - Block of 6 markets – have to agree to stand at time of booking – refunds not available | £1.80 per 1ft Exempt No Vat   |
| Electricity (other than for lights in winter)  | £2.20 standard rate   |
| Parking Permits  | 3 hour ticket purchased for all day - limited car parks only - £2.20<br>Permit free |

From 1<sup>st</sup> April 2022

\*\* Incentive for REGULAR traders that stand every week April to February that the market is running (excluding their holiday entitlement) can stand free in March.

Incentive for NEW REGULAR traders – stand for 4 consecutive markets and get the next 4 consecutive markets free.



**HEALTH & SAFETY INSPECTION FORM**

Date..... Market.....

The following checks are to be made by the Markets Officer during every Wednesday and Saturday Market and a copy retained on file:

| Observation Comments   | Action taken | Action Required |
|--|--------------|-----------------|
| <p><b>1. Market Stalls.</b></p> <p>All market stalls are to be checked to ensure that they are in a safe condition. In the event of any stall being found in an unsafe condition the Markets Officer is to prevent use of this stall. If the stall is a Council stall contact the Stall Erection Team Supervisor to arrange for a replacement stall to be provided</p> |              |                 |
| <p><b>2. Stall Frame Safety Pins.</b></p> <p>Ensure pins are in traders stalls, make a note of the location of which stalls have been reviewed.</p>  |              |                 |
| <p><b>3. Electric Cables</b></p> <p>All electric cables are to be checked to ensure that they do not pose a trip hazard. Any cables found that are considered to be a trip hazard should be removed or covered with appropriate matting, if sufficient quantities are available. Where matting is not available, make a note.</p>                                      |              |                 |
| <p><b>4. Electrical Supply Boxes.</b></p> <p>All electrical supply boxes are to be checked to ensure that they are locked during market operations. At the end of each market the Markets Officer is to ensure that all electrical supply</p>  |              |                 |



|  |  |  |
|--|--|--|
| <p>box doors are correctly located and secured.</p>  |  |  |
| <p><b>5. Stall Holders' Trading Practices.</b></p> <p>When completing checks of the market, ensure you cannot see any items that should not be sold, i.e. firearms, knives, and inappropriate adult content.</p>   |  |  |
| <p><b>6. Gangways/Obstructions</b></p> <p>All gangways through the Market and between stalls are to be checked to ensure that they are not obstructed. Any obstructions are to be removed immediately when they are found.</p>   |  |  |
| <p><b>7. Vehicles.</b></p> <p>Vehicles are to be checked to ensure that only those vehicles that have permission are parked behind market stalls. Vehicles are to be parked in a manner that does not cause an obstruction.</p> <p>Where unauthorised vehicles are parked in the Market Place, the Markets Officer is to summon assistance from Lincolnshire County Council to deal with the vehicles.</p> |  |  |

**At the end of the market the Markets Officer is to liaise with the Supervisor of the Street Cleansing team and the Supervisor of the Stall Erection team to ensure that they have completed their operations.**

**Name.....Signature.....Date...../...../.....**



## BOSTON MARKET - STANDARD CONDITIONS FOR FOOD BUSINESS OPERATORS

The Council recognises the need for stringent food safety procedures in the prevention of food borne illness. The following conditions have been devised to ensure food businesses trading on Boston Market have appropriate food safety procedures. The conditions neither replace nor override existing or future food safety/labelling legislation, but must be complied with. Failure to do so may result in the business being prohibited from trading on Boston Market and/or formal legal action being instigated which may include prosecution and the seizure of any unsafe food.

**1.0** All food businesses must:

- a) Provide evidence (letter from registering authority) that the food business is registered in accordance with the requirements of Regulation EC 852/2004 Article 6 (2)
- b) Ensure all suppliers are reputable and details of suppliers are available for inspection on Market days
- c) Have a food safety management system compliant with the requirements of Regulation EC 852/2004 Article 5. The procedures need not be complex but must accurately describe food activities carried out and food safety controls.
- d) Keep all high risk foods (ready to eat cooked meat, dairy and fishery products) at safe temperatures. Food must be kept at or below 8°C during storage and transport. During display practical measures must be taken to ensure safe temperatures are maintained especially when the ambient temperature is above 8°C. Such measures may involve the use of refrigerated display cabinets and ice/ice blocks but such facilities must be capable of maintaining temperature during the whole time the products are on display. The temperature of such foods must be checked at set up and regularly (every two hours when the ambient temperature is above 15°C) during display and records kept for inspection.
- e) Protect all high risk foods (ready to eat cooked meat, dairy and fishery products) so as to minimise the risk of contamination during transport and display
- f) Provide the following evidence for all high risk foods (ready to eat cooked meat, dairy and fishery products);
  - i. Name/type of the product
  - ii. Contact details of the producer including if relevant a 'health mark' (This is a unique number which confirms the producers is approved to produce products of animal origin i.e. meat, fishery, egg and dairy)
  - iii. 'Use By' date. This can only be determined by the producer and must not be changed
  - iv. Storage instructions. This can only be determined by the producer



**2.0** Food businesses handling unwrapped high risk foods and/or cooking foods (in addition to a) to f) above) must:

- g) Comply with the Food Standards Agency guidance - E Coli 0157 Control of Cross Contamination. This can be downloaded at [www.food.gov.uk](http://www.food.gov.uk)
- h) Have food handlers who are trained and/or supervised and instructed in food hygiene matters
- i) Provide a suitable and sufficient structure which permits good food hygiene practice. The structure of the food unit must protect food and equipment against environmental elements and other sources of contamination. It must be capable of being kept clean
- j) Ensure all equipment is maintained in good repair and must be capable of being cleaned and where necessary disinfected
- k) Provide a separate hand wash basin with separate hot and cold or suitably mixed warm constant water supply. Liquid antibacterial soap and paper towels for hand drying must be available at all times the unit is in operation. The use of non-hand- operable taps is recommended. Hand washing procedures are critical to food safety and strict procedures must be implemented.
- l) Provide suitable equipment washing sink with an adequate supply of hot water.
- m) Provide appropriate cleaning chemicals and equipment (including single use wiping cloths). Any disinfectant or sanitiser used must at least meet the official standards of BS EN1276:1997 or BS EN 13697:2001. You can check with your supplier that chemicals meet these requirements.
- n) Monitor and record cooking temperatures. This will necessitate the use of a digital probe thermometer and disinfectant probe wipes. Cooked foods must reach a safe centre temperature of at least 75°C and checks must take place daily and be representative of the different types of high risk foods cooked. Records of temperature monitoring must be available for inspection.

**3.0** Food businesses selling loose foods must have information available to customers on any allergens in the food. Loose foods include everything that is not pre-packed. Foods which are wrapped on the same site as they are sold are also known as loose foods. If you provide loose foods, you will have to supply information for every item that contains any of the 14 allergens. These are: cereals containing gluten, celery, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, nuts, peanuts, sesame, soya and sulphur dioxide (sulphites). Rules for declaring allergens in loose foods:

- Provide information about the allergens used in these foods.
- Allergen information should be available in writing or by speaking to staff.
- logos or symbols can be used when accompanied by words and numbers on
- Menus.

For loose foods, allergen information has to be:

- Easily accessible to all consumers.
- Accurate, consistent and verifiable.



Further information on allergens in loose foods can be found in the Food Standard Agency's leaflet; which can be accessed online using the following link:  
<https://www.food.gov.uk/sites/default/files/media/document/loosefoodsleaflet.pdf>

Please note that in order to stand on Boston Market, a food trader must have a food hygiene rating of 4 or 5.





**WEDNESDAY AND SATURDAY MARKETS  
APPLICATION TO TRADE ON BOSTON MARKETS  
April 2022**

|                             |  |
|-----------------------------|--|
| Full Name(s)                |  |
| Trading name (if different) |  |
| Address                     |  |
| Postcode                    |  |
| National Insurance number   |  |
| Date of birth               |  |
| Telephone Number            |  |
| Mobile Number               |  |
| Email address               |  |
| Regular/Casual Trader       |  |
| Facebook page               |  |

**Trading Day(s):** (please tick)

|                      |  |
|----------------------|--|
| Wednesday            |  |
| Saturday             |  |
| Wednesday & Saturday |  |

**Stalls or Pitches** (please tick)

|                                      |  |       |  |
|--------------------------------------|--|-------|--|
| Stall                                |  | Pitch |  |
| Number of stalls or pitches required |  |       |  |

Preferred Location      Market Place / Bargate Green (please delete)

April  
2023



Third Party Insurance: Please ensure a copy of your insurance is with this form.

Power requirements: .....

List of goods to be traded:

|  |
|--|
|  |
|  |
|  |
|  |

Do you have any disability or special needs you would like to make us aware of:

.....

.....

If you are a food trader, you must provide documentation:

- From the Local authority where your business is registered;
- Showing the date of your last food hygiene inspection; and
- Your current hygiene rating.

Rent terms: Fees are charged retrospectively at the end of each month. Payment terms are strictly 14 days from the date of the invoice.

.....  
(Please Sign & Print Full Name)

Date: .....

By signing this form, you confirm that you have read and understood 'Boston Borough Council's Markets Policy, Terms and Conditions of Letting' and agree to abide by all of the conditions contained therein.

Please ensure that all relevant documentation is provided with your application.

Thank you.



## Severe Weather Policy

### Severe Weather Policy

#### Aim

The decision to close or curtail a market can cause a lot of disruption with the potential for financial and logistical impacts for all concerned and therefore is never taken lightly.

However, our key priority is always to protect the public, traders and staff safety in the event of any severe weather which would affect any open air market or event operated by Boston Borough Council.

This policy should apply in the following circumstances

- a) a severe weather warning is in force and has been issued by the Met Office

Or

- b) in the opinion of the Markets Manager (MM) there is a risk to public safety due to adverse weather conditions.

This is an operational plan focussed solely on markets.

An extreme weather event may also constitute as being a “Major Emergency” which would mean the Council’s separate major incident, flood or mass evacuation plans may need to be activated.

#### Objectives

The objectives are

1. To comply with the Council’s duties and obligations to its staff, traders and members of the public under the Health and Safety at Work Act 1974
2. To comply with the Council’s common law duties under the Occupiers Liability Act 1984
3. To comply with the Council’s insurers.
4. To ensure any decision to close or curtail a market is taken fairly, consistently and transparently and is communicated to all parties as soon as a decision is made.



5. In order to help the Market Manager make informed and effective decisions a weather diary will be kept to build up insight of the conditions that can seriously disrupt a market or event.

### Roles and Responsibilities

| Role  | Responsibility  |
|---|---|
| Assistant Director for Leisure & Culture (ADLC) | Reviews and approves this policy as required ensuring emergency contact numbers and weather risk table are all up to date. See Appendix 1 and 3.  |
| Market Manager                                  | Makes the decision to implement this policy. If the MM is not available the Markets Officer (MO) will be responsible for making the decision. When the policy is activated they will work with CCTV operators to act as a Silver Controller. Discretion to waive or reduce fees. Carry out a review of the decision to cancel a market/event post cancellation. |
| Markets Officer (MO)                            | Makes the decision to activate the policy in the absence of the MM. Stays on site at all times until the infrastructure is taken down or the weather warning is downgraded.   |
| Staff   | Any staff that are deployed to help when the policy is activated are to follow instructions and not place themselves in any personal danger.  |
| Health and Safety Officer                       | Advises on the policy and during any live situations  |
| Communications Team                             | Provides effective and timely public communications during any live situations.   |



## Activating the policy

A severe weather warning in itself may not be considered a reason to cancel or curtail the market/event. The management team will actively seek advance weather warnings from the Met Office, Lincolnshire County Council and third party forecasting services.

In making a decision whether the market/event can go ahead in a reduced capacity or cancelled completely the MM or the MO in their absence shall use their judgement and experience together with the following:

- Predicted and/or current weather conditions
- Weather and risk table – see Appendix 1
- Availability of staff
- Economic factors
- Insight – weather diary and previous occurrences

There are 2 key factors to be taken into account as follows

1. The infrastructure e.g. stalls/gazebos etc. can be erected safely and remain safe throughout the duration of the market/event.
2. That there is sufficient manpower readily available at all times throughout the market/event to dismantle any infrastructure should the weather deteriorate whilst the market/event is taking place. The market stalls have been designed to allow for rapid dismantling. The stall once dismantled will be laid down on the market floor.

The MO must remain on site at all times until the infrastructure is taken down or the weather warning is downgraded.

If the market/event can still go ahead but at a reduced level, priority will be given to those traders who sell perishable goods e.g. butchers/bakery/grocers etc. and those who are prepared to trade from un-sheeted stalls.

The MM will endeavour to make a decision as early as possible to cancel the market/event in full or part before any infrastructure is erected, this must be made no later than 4pm on the day before the market/event.



The ADLC must be kept informed as to any decisions made. Once a decision has been made Traders will be immediately advised through a variety of methods including but not exclusive to:

- Social Media e.g. Facebook and Twitter
- BBC website
- Text
- Email
- Local Radio

In the case of cancellation the Regular Trader will not be charged, in the event the trader has paid in advance they will receive a full credit.

In the case of reduced market the Regular Trader will be offered the opportunity to stand at a discounted price.

In the case of reduced market and if the circumstances allow, the MM has the discretion to allow trading from the Traders vehicles. If this is the case, the MM will advise relevant departments and partner organisations.

## Appendix 6.1

### Severe Weather Table and Risks

| <b>Met Office Terminology</b> | <b>Definition</b>  | <b>Risk – who may be harmed and how</b>   | <b>Controls and Actions</b>   |
|-------------------------------|--|---|---|
| Heavy snow                    | Snow falling at a rate of approx. 2cm per hour or more expected for at least 2 hours   | Slips, trips and falls from unsafe or icy ground. Manual handling injuries from attempting to set up infrastructure in icy/snowy conditions. Impact injuries from vehicles (including the market tug) attempting to manoeuvre on icy or snowy surfaces and poor visibility. | Check weather forecasts before market/event. Cancel or restrict market/event according to forecast. |
| Blizzards/drifted snow        | Moderate or heavy snow with winds of 30mph or reduced visibility to 200 metres or less | Increase in vehicle accidents on the highway  | Ensure operatives/staff are on  |



|  |   |  |  |
|--|---|--|--|
|  | or drifting snow causing similar conditions   | and main roads and streets around the town centre if Traders and customers try to attend the market/event.   | standby if forecast is uncertain. Monitor travel information around the town centre. In the case of lighter conditions ensure gritting of the main roads/streets and pedestrian areas. If a thaw is forecast consider if there is sufficient safe ground to host the market/event. |
| Very heavy snowfall/blizzards /drifting snow | Expected to give depths of 15cm or more with potential to result in widespread disruption in communications . Blizzards are severe with visibility reduced to near zero |  |  |
| Freezing rain and widespread icy roads       | Rain freezes on contact with road surfaces  |  |  |
| Severe gales/storms                          | Gusts of 35 mph or more   | Impact Crush injuries from flying debris, traders' goods, and collapse of stalls to stalls moving. Cuts and lacerations from shop windows broken by debris or stalls moving. | Check weather forecasts before market/event. Cancel or restrict market/event according to forecast. Ensure operatives/staff are on standby if forecast is uncertain. Monitor weather and circumstances throughout the market/event.  |



| <b>Met Office Terminology</b> | <b>Definition</b>  | <b>Risk – who may be harmed and how</b>  | <b>Controls and Actions</b>   |
|-------------------------------|--|--|---|
| Heavy Rain                    | Expected to persist for at least 2 hours and to give at least 15mm within a 3 hour period or a period of rainfall of sufficient intensity to cause flooding on already saturated ground (includes melting snow) e.g. around 25mm per day | Flash flooding of urban areas and main roads/streets around the town centre impeding the access of emergency services and causing traffic management difficulties. Collapse of market canopies/sheeting/gazebos .                  | Monitor weather and circumstances in advance of the market. Flooding would be a risk if the ground area was already at saturation points. Consider an early finish if flooding seems to likely Traders encouraged and requested to ensure that water is not allowed to build up on top of the stalls/gazebos. |
| Dense fog                     | Visibility less than 50 metres   | Increased risk of vehicle accidents on the main entry roads/streets around the town centre. Increased time spent in traffic tailbacks. Increased risk of accidents, particularly with market tug, leading to crush/impact injuries | Monitor weather and circumstances throughout the market/event. Consider an early finish in daylight if fog persists. Consider staffing levels – additional banksmen.  |



Decision Making Framework

| Is the Manpower available?  | Weather Conditions  |   |                                |
|---|---|---|--------------------------------|
|   | Good but deteriorating later in the day   | Bad but improving later in the day  | Bad and Worsening              |
| <b>Yes</b>  | Hold the market/event if the time available to trade is acceptable. Warn staff that they could be called in at short notice to dismantle the infrastructure should conditions deteriorate to an unsafe state. | If possible set out the basic stall infrastructure but leave stall boards off until the trader arrives with their stock to weigh the boards down. | Consider cancelling the market |
| <b>No</b>   | Cancel the market   | Cancel the market   | Cancel the market              |
| The MO must Stay on site at all times until the infrastructure is taken down or the weather warning is downgraded |   |   |                                |



**Dismantling stalls/gazebos in high winds procedure**

1. Call the street scene team to secure the necessary manpower to dismantle the infrastructure.
2. Assign teams to work on the most affected/high priority areas of the market. The team will consist of 2 lifters and 1 spotter.
3. Use barrier tape to define the working areas for the teams who are dismantling the infrastructure.
4. Bring the trailers to the work areas to minimise lifting and carrying.
5. Market stalls should be dropped, laid flat on top of stall boards and left in situ until they can be put away safely. Stalls should only be put onto trailers if the following conditions are met:
  - The immediate vicinity is clear of members of the public e.g. the area surrounding the stall that is to be moved
  - Spotter confirms that no public are in the immediate vicinity
  - The trailer is moved as close as possible to the stall which is being manoeuvred
  - 2 people are needed to lift the stall and they must both be confident they can do so safely
  - The MM or most senior person in charge has verified that all conditions have been satisfied and gives permission to proceed

