

Rawtenstall Market Licensee Handbook

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Welcome from PLAY Market Management

Dear Licensee,

Welcome to the Rawtenstall Market family! We are delighted to have you join our vibrant community of traders, and we are committed to supporting your success as part of this historic market.

At PLAY Market Management, we believe that Rawtenstall Market is more than just a place to trade—it's a hub of creativity, culture, and community spirit. Our goal is to create an environment where every Licensee can thrive, contribute to the market's unique character, and build lasting relationships with customers and fellow traders.

This handbook has been carefully compiled to provide you with all the essential information, policies, and guidelines you need to operate successfully within the market. We encourage you to familiarise yourself with the contents, as it will help you navigate the day-to-day aspects of trading at Rawtenstall Market and ensure a positive experience for everyone involved.

We are here to support you every step of the way. Whether you're a seasoned trader or just starting out, our team is available to answer any questions, offer guidance, and help you make the most of your time at the market. We value your contributions and are excited to see how your business will grow and flourish in this dynamic setting.

Thank you for choosing to be a part of Rawtenstall Market. Together, we can create a vibrant, welcoming, and prosperous marketplace for all.

Warm regards,

PLAY Market Management

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Market Licence Regulations

Introduction

The Need for Market Licence Regulations

The markets operating in Rossendale serve as essential community hubs for both residents and visitors, offering affordable business opportunities for Licensees. They are integral to the local community and are critical to PLAY's economic development priorities. The goal is to ensure visitors receive excellent customer service, enjoy their experience, and want to return.

These regulations outline the terms and conditions Licensees must adhere to when granted a Licence (also known as a Permit) to trade at Rawtenstall Market. PLAY, as the management body, sets the standards and obligations required of the Licensees and their staff, employees, and representatives.

Abiding by Regulations

Any Licensee granted a Licence to trade in Rawtenstall Market must agree unreservedly to abide by these regulations. The regulations are designed to be fair and reasonable, providing flexibility in market operations to meet future customer needs. They also outline penalties for breaches and include a clear process for appealing decisions made by the Market Management Team.

These regulations supersede any previous market regulations issued by PLAY.

PLAY's Commitment to Licensees

PLAY commits to administering the market in a manner that ensures:

- A safe and welcoming trading environment.
- Continuous development and promotion of Rawtenstall Market to attract new shoppers and Licensees.
- A balanced market offering with limited duplication of core and secondary product lines.
- A fair and thorough application process for Licensees wishing to trade or introduce new products.
- A right to appeal suspensions or terminations with a defined process and timetable.
- Open, two-way communication with all Licensees, either directly or through their representatives.

Future Changes

PLAY reserves the right to amend these regulations in the future. Licensees will receive at least four weeks' written notice before any changes take effect.

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The daily operation of the market is the responsibility of PLAY or its delegated Market Officer, who is authorized to apply discretion and judgment in interpreting these regulations.

Definitions

- **Allocation List:** A list of Casual Licensees maintained by PLAY.
- **Appeal Process:** The process established by PLAY for handling appeals submitted by Licensees against decisions made by the Markets Management Team, as set out in Regulation 11.4.
- **Authorised Vehicles:** Vehicles authorised by PLAY for display purposes as part of a Licensee's stall.
- **Casual Licensee:** A Licensee granted a licence to trade and pitch a stall in the market for a single market day.
- **Council:** Rossendale Borough Council.
- **Equipment:** Portable rails, stands, generators, bins, and other receptacles.
- **Exceptional Circumstances:** Situations that are unforeseen and for which there is insufficient time to take necessary action to resolve.
- **Goods or Services:** Provisions, commodities, articles, and services permitted by PLAY to be sold in the market.
- **Incident:** A single violation or breach of the Market Licence Regulations or Code of Conduct occurring within a trading day. For recurring or continuous breaches, such as the unauthorised sale of goods, an incident encompasses all related actions within the same trading day. For example, if a Licensee sells an unauthorized item, such as mulled wine, multiple times in one trading day, this is considered one incident. However, if the unauthorised sale continues on another trading day, it will count as a separate incident.
- **Licence:** The Market Licence Agreement issued to a Licensee by PLAY, permitting trading in accordance with these regulations.
- **Licence Fees:** The fees payable by the Licensee to trade in the market.
- **Market:** Rawtenstall Market.
- **Market Day:** A day authorised by PLAY for market trading, as detailed in Regulation 3.1.
- **Market Hours:** The hours of operation, as detailed in Regulation 3.1 or as subsequently revised by PLAY.
- **Markets Manager:** The officer responsible for market operations or a duly authorised officer of PLAY.
- **Market Shoppers Charter:** A charter approved by PLAY that all Licensees agree to recognise and abide by.
- **Markets Officer:** The frontline officer responsible for the operation of each market day.

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- **Markets Supervisor:** The operations supervisor or a duly authorised officer responsible for the day-to-day running of Rawtenstall Market.
- **Misconduct:** Unreasonable or inappropriate behaviour.
- **Permanent Licensee:** A Licensee granted a licence to trade and pitch a stall in the market for 12 consecutive calendar months.
- **Permanent Licensee Request List:** A list of requests submitted to PLAY for specific site locations when space allows.
- **PLAY:** PLAY Market Management.
- **Serious Misconduct:** Conduct by the Licensee or their staff that PLAY deems so unreasonable it destroys the trust required for the continuation of the Licence.
- **Site:** The allocated place where a Licensee is permitted to pitch a stall.
- **Stall:** A compartment, standing, bench, table, vehicle, pitch, or space in the market used or intended for selling goods or services.
- **Licensee:** A person or legal entity offering goods or services for sale, granted a licence to trade from a stall in the market.
- **Byelaws:** Rules made by a local authority to regulate its affairs or manage the area it governs.

Section 3: General Market Days and Hours Regulations

3.1 Market Days

- 3.1.1. Rawtenstall Market officially operates on Thursdays, Fridays, and Saturdays. Outdoor food Licensees must adhere to the hours specified in their licence.
- 3.1.2. Market hours are from 07:00 to 22:00, with trading permitted between 09:00 and 22:00 as specified in the individual Licence agreements. The minimum required trading time is until 16:00.
- 3.1.4. Trading is not allowed on Christmas Day, Boxing Day, or New Year's Day if they coincide with market days. Alternative trading days may be provided by PLAY Market Management.
- 3.1.5. Market days can only be altered by PLAY under Exceptional Circumstances.
- 3.1.6. All Licensees must be set up and non-authorized vehicles removed by 08:30 on market days.
- 3.1.7. Licensees cannot move vehicles on or off the market during trading hours without explicit permission from the Market Officer.

3.2 Access and Trading Hours

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- 3.2.1. Access to the Market Hall for Licensees outside normal trading hours is controlled by PLAY Market Management. Current access times are Wednesday and Friday, 12:30 – 14:30, excluding bank holidays.
- 3.2.2. Public access is during all advertised opening hours for each trading day, subject to variations at PLAY's discretion (e.g., for late-night openings or Christmas trading). Additional trading days will be arranged with four weeks' notice if a public holiday falls on a market day.
- 3.2.3. Opening hours may be changed at PLAY Market Management's discretion to reflect changes in public shopping patterns, and Licensees will be notified in writing of such changes.
- 3.2.4. Licensees must ensure their stalls are stocked, staffed, and open for trade with proper displays during all advertised hours and days.
- 3.2.5. No trucks, barrows, or other forms of carriage are permitted in the public aisles during trading hours.
- 3.2.6. Persistent non-compliance may result in the termination of the licence or permit agreement.
- 3.2.7. Licensees must be ready and set up before the opening of Rawtenstall Market to the public.
- 3.2.8. Licensees shall not pack up before the end of any trading day without written consent from PLAY.
- 3.2.9. Licensees must open on advertised market days and hours unless with written authorisation from PLAY Market Management. Failure to do so may result in suspension or termination of the licence or permit.
- 3.2.10. No private or public events are permitted on the market or within stalls without written consent from PLAY Market Management. This includes out-of-hours events with friends, family, or customers. Please observe the approved trading hours outlined in the licence.

3.3 Allocation of Trading Sites

Licensees will receive a stall site for trading. The size and placement of the site are determined by the Markets Manager, who may change it under Exceptional Circumstances. The Markets Manager's decisions are final and not subject to appeal.

3.4 Licensing and Agreement

- 3.4.1. All Licensees must sign a Licence and declare their agreement to abide by these Market Licence Regulations. Trading without a Licence and signed declaration is prohibited.

- 3.4.2. These regulations shall be read in conjunction with any permit or Licence agreement. In the event of a conflict, the Licence agreement or permit shall prevail. These regulations apply to every stall unless otherwise stated.

3.5 Insurance Requirement

Licensees must show proof of public liability insurance with a minimum coverage of £5 million, as per Regulation 6, to PLAY before trading.

3.6 Exiting Trading

Permanent Licensees seeking to cease trading must notify PLAY at least four weeks in advance. PLAY can waive this notice period at their discretion. Failing to provide four weeks' notice results in the Permanent Licensee being charged a Licence Fee for the notice period.

3.7 Legal Obligations and Relationship

These regulations do not exempt Licensees from existing legal obligations and do not establish a landlord-tenant relationship between PLAY, the Council, and Licensees.

3.8 Stall Structure and Maintenance

Licensees cannot modify their stall's structure or services without explicit permission from PLAY Market Management. Licensees are responsible for maintaining the condition of their stalls. Repairs that fall under PLAY's responsibility should be reported through designated channels.

PLAY Market Management is responsible for:

1. **Structural Integrity:** Ensuring the overall structure of the market area, including stalls, tents, and any installations provided by PLAY, maintain structural integrity and comply with safety standards.
2. **Utilities up to the Point of Entry:** PLAY Market Management is responsible for providing utilities such as electricity and water up to the point of entry into the stall area. This includes ensuring that these utilities are functioning properly and are accessible to Licensees as per the agreed-upon terms.
3. **Safety Standards:** PLAY Market Management must ensure that the market area meets safety standards, including fire safety, structural stability, and accessibility regulations.
4. **Maintenance of Common Areas:** PLAY Market Management is responsible for maintaining the cleanliness and safety of common areas within the market premises, including walkways, restrooms, and shared facilities.

Licensees are required to cooperate with PLAY Market Management to uphold these responsibilities and to promptly report any issues or concerns regarding structural integrity, utilities, or safety within the market premises.

Section 4: Licence Compliance and Enforcement

4.1 Nature, Term, Review, and Transfer of Licence

- 4.1.1. The Licence is a legally binding agreement and cannot be transferred or shared without prior written consent from PLAY. Subletting or sharing a site by Licensees requires explicit permission from PLAY before any such arrangements are made.

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For Permanent Licensees, the initial Licence term is set at a minimum of 12 months from its award date. However, exceptions can be made based on specific circumstances. After the initial 12-month period, Permanent Licensees may have the opportunity to renew their Licence at PLAY's discretion. If the Licence is renewed, a new term will be appended to the existing Licence, ensuring seamless continuation of the Licensee's commercial activities within the market.

PLAY reserves the right to conduct periodic reviews of Licences at any time. Licensees subject to review will be notified in writing, allowing them 10 working days to provide necessary information or explanations before decisions are made.

During the review process, several factors are considered, including but not limited to the resolution of any pending Licence Fees, customer complaint resolutions, demand for the goods and services offered by the Licensee, and the Licensee's overall conduct and contribution to the market environment.

In cases where PLAY decides not to renew a Licence following a thorough review, the affected Licensee will receive an official notice providing an eight-week notice period to make necessary adjustments. Licensees retain the right to appeal against the decision not to renew their Licence through a written appeal to the PLAY Market Management Director, as outlined in Regulation 11.3.

4.2 Transfer of Licence

- 4.2.1. Permanent Licensees with at least ten years of consistent trading experience may petition PLAY for a transfer of their Licence to a third party. However, any such Licence transfer remains within PLAY's sole discretion, and PLAY is not obligated to approve or facilitate the transfer.

Before granting consent for a transfer, PLAY will review the Licence in question to ensure the incoming Licensee's goods or services are compatible with those provided by the transferring Licensee.

The transferring Licensee must inform the transferee that vehicle space or electricity access is not automatically included in the transfer, even if previously enjoyed by the transferring Licensee. Any arrangements for these must be negotiated separately with PLAY.

The transferee is restricted from applying for modifications to the goods or services covered by the Licence for two years from the transfer date. Upon successful completion of the transfer, the transferee will be treated as a new Permanent Licensee with no regard to prior history. The transferring Licensee is responsible for ensuring a seamless and timely transition of business operations.

- 4.2.2. Upon formally requesting a transfer, the prospective transferee must provide:
 - Full legal name, complete residential address, telephone contact, and email address.
 - Two independent and credible references.
 - Product samples or photographic documentation illustrating the nature of the goods or services to be offered.

After submitting the required information, the transferee must participate in a mandatory interview conducted by PLAY. If the transfer is approved, the transferring Licensee will be liable for a specified fee, as outlined in Appendix 2 Section I.

- 4.2.3. If the transferee's name is on the Allocations List, it will be promptly removed as part of the transfer process.
- 4.2.4. PLAY's final decision on Licence transfers is unequivocal, and the transferring Licensee has no right to appeal if the application is declined. However, PLAY will provide the reasons for the decision in writing, ensuring transparency and understanding.

4.3 Transfer in the Event of the Demise of a Permanent Licensee

In cases where a Permanent Licensee passes away, PLAY grants the opportunity for a designated relative, civil partner, or a named employee with a consistent trading presence at the stall to assume responsibility for the Licence. This transition is contingent on fulfilling the requirements stipulated in Regulation 4.1. Transfers following the death of a Permanent Licensee attract an administration fee as detailed in Appendix 2 Section iv.

4.4 Product Lines and Extensions

- 4.4.1. Licensees are authorised to offer only the goods or services specified in their granted Licence.
- 4.4.2. To modify or expand their product line, Licensees must submit a written request to PLAY. PLAY holds the final authority to approve or decline such requests.
- 4.4.3. Any proposed changes or extensions to the product line outlined in the Licence shall only take effect after the Licensee signs and returns an Amendment to the Licence form. Until this form is signed and returned, amendments remain pending.
- 4.4.4. Non-compliance with Regulation 4.2 can result in suspension from trading for up to four Market Days, as per Regulation 11.

4.5 Applications for Sites and New Site Allocations

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- 4.5.1. Market spaces are designed to facilitate buyer-seller interactions, not for promoting political ideologies or similar activities. All applications for permanent Licences, including requests for additional or alternative sites, must be submitted in writing using forms provided by PLAY. PLAY may levy an administrative charge to cover processing costs, detailed in Appendix 2.
- 4.5.2. PLAY evaluates applications for vacant sites based on various criteria, including adherence to fair trading regulations, the applicant's history of compliance with market regulations, and the demand for the proposed product line.
- 4.5.3. Applications for new sites or extensions of existing ones will incur a relevant fee, detailed in Appendix 2. Applications from Licensees with outstanding Licence Fees will not be considered.
- 4.5.4. If an application is denied, PLAY will communicate this decision in writing, explaining the rationale. Such decisions are final and not subject to appeal.
- 4.5.5. Licensees must inform PLAY before employing any individuals to work at their stalls. PLAY reserves the right to disallow any individual it deems unfit for employment. The Licensee is prohibited from allowing any person, other than their employees, to trade or use the facilities under their Licence. In extraordinary situations, such as illness, PLAY may grant permission provided an authorised agent is in charge of the stall.
- 4.5.6. All employees or workers left in sole charge of the facilities must be at least 18 years old.
- 4.5.7. Alterations to the Licensee's stall(s) may not be made without prior written approval from PLAY. Upon termination of the Licence, the Licensee must leave the stall in a usable condition.
- Licensees must keep goods within the boundaries of their stalls unless they have written permission from PLAY. Encroachment within one meter of the curb on Newchurch Road is prohibited.

Section 5: Payment and Fees

5.1 Payment and Charging of Licence Fees and Charges

- 5.1.1. Permanent Licensees are permitted to trade for a maximum of 52 weeks per year. Additionally, Permanent Licensees may utilise up to four Free Weeks for temporary absences from the market, subject to the submission and authorisation of a Closure Request Form available from PLAY.
- 5.1.2. Licence Fees and associated charges are established by PLAY and communicated to Licensees in writing. Supplementary charges are detailed in Appendix 2.
- 5.1.3. PLAY reserves the right to adjust Licence Fees and charges criteria.
- 5.1.4. While Licence Fees are typically reviewed annually, PLAY retains discretion to conduct additional assessments as needed.

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- 5.1.5. Permanent Licensees must remit Licence Fees monthly in advance via BACS transfer or Standing Order.
- 5.1.6. Casual Licensees are permitted to settle their Licence Fees through Rawtenstallmarket.com/booking.
- 5.1.7. Permanent Licensees intending to terminate their Licence must clear any outstanding fees before the conclusion of their notice period.
- 5.1.8. PLAY will facilitate cash payments on Market Day. Should a Licensee default on payment, trading privileges will be suspended until the outstanding fee is settled.
- 5.1.9. In the event of non-receipt of a Licensee's Licence Fees, PLAY may levy a charge for each outstanding collection, as outlined in Appendix 2. Enforcement actions under Regulation 11 may also be applied.
- 5.1.10. All Permanent Licensees are obligated to remit Licence Fees irrespective of market attendance.
- 5.1.11. Failure to settle an outstanding Licence Fee by the due date may result in denial of entry to the market.
- 5.1.12. A Licensee with unpaid Licence Fees may be barred from trading. Continued non-payment may lead to Licence termination without appeal.

5.2 Absences

- **5.2.1.** Permanent Licensees must promptly inform PLAY of intended absences using provided contact numbers, ideally in advance of the Market Day, and by 08:00 on the specific day. Failure to notify may result in a trading suspension and necessitate payment of the Licence Fee for those days.
- **5.2.2.** Each stall is entitled to four weeks of closure per financial year. Closure arrangements must be documented with PLAY to prevent excessive concurrent closures. Closure forms should be submitted no later than four weeks in advance, and any request submitted with less notice may not be authorised, which will be at the discretion of PLAY.
- The financial year runs from April 1st to March 31st.
- Each market day is considered independently. The four-week allocation allows absence on four instances of each trading day within the financial year.
- Consecutive stall closures are limited to two weeks.
- **5.2.3.** Licensees must remit Licence Fees during periods of closure due to sickness, holidays, or suspension. PLAY is not liable for any loss of earnings due to such closures.

5.3 Charges

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- 5.3.1. Stalls with submeters will receive utility invoices based on consumption. Meter readings will be conducted by a PLAY representative.
- 5.3.2. Licensees using prepayment meters are responsible for maintaining adequate funds. PLAY will not cover prepayment costs. Indemnification applies if electricity is interrupted due to insufficient funds or meter misuse.
- 5.3.3. Licensees are liable for charges associated with business rates, electricity, water, gas, etc., specific to their stall. Utility costs will be recovered through meter readings or a tiered recharging mechanism.
- 5.3.4. Late payments will accrue interest at 8% per annum above the National Westminster Bank Rate. Non-payment within 14 days constitutes a Licence breach and may lead to termination.

Section 6: Insurance and Liability

6.1 Insurance

- 6.1.1. Licensees are required to provide proof of third-party public liability insurance that meets or exceeds a minimum coverage of £5 million, as stipulated by PLAY. Compliance can be demonstrated by prominently displaying the current insurance policy or membership with the National Market Trader Federation (NMTF) on their stall. NMTF members benefit from coverage of up to £10 million for third-party (public) and products liability insurance, along with £10 million for employers' liability insurance.
- 6.1.2. Licensees that employ staff must also maintain Employer's Liability Insurance in accordance with the Employer's Liability (Compulsory Insurance) Act 1969. A minimum coverage amounts of £5 million is required. Each Licensee is responsible for understanding and adhering to their legal obligations under this act and any other relevant legislation concerning staff employment.
- 6.1.3. Failure to provide evidence of insurance or NMTF membership details (if applicable) will disqualify Licensees from engaging in trading activities. In such cases, no reimbursement of the Licence fee will be extended.
- 6.1.4. Licensees must promptly inform PLAY of any changes to their insurance coverage. Updated insurance documents must be provided upon request and during renewal periods.

6.2 Indemnity and Cost of Damage

- 6.2.1. Licensees assume full responsibility for indemnifying PLAY and the Council against all claims, demands, losses, expenses, and costs that may arise against or be incurred by PLAY or the Council. This includes direct, indirect, and consequential losses related to personal injury, property damage, or losses incurred by third parties. Indemnification also covers any damages due to negligence on the part of the Licensee in connection with the market or any facilities provided through the Licence.

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- 6.2.2. PLAY reserves the right to recover from any Licensee the complete costs associated with repairing or replacing any Council or PLAY property linked to the market. This applies when PLAY reasonably determines that the Licensee, their employees, or representatives are responsible for the damage. This also includes situations where the stall has not been maintained to an acceptable level or issues have not been reported promptly to PLAY.
- 6.2.3. Licensees are expressly prohibited from engaging in any actions that could potentially render PLAY's or the Council's insurance coverage void or voidable. Such actions are strictly forbidden.

Section 7: Conduct

7.1 Licensee's Conduct Responsibility

- 7.1.1. Licensees are fully responsible for their conduct and the conduct of their employees, representatives, or anyone affiliated with their stall whenever they are present within the market premises.
- 7.1.2. PLAY reserves the right to request that Licensees' staff members sign and acknowledge these Market Regulations. This may be prompted by previous interactions with the Licensee and aims to maintain a harmonious working environment. If staff members decline to sign, PLAY may withhold authorisation for their participation in market activities.

7.2 Breach Accountability

If anyone associated with a Licensee's stall breaches any provision outlined in these regulations, the violation will be attributed to the Licensee.

7.3 Compliance with Legislation and Regulations

Licensees must ensure that all individuals they employ or engage adhere to relevant legislation and regulations. Detailed information is provided in Appendix 3, specifically regarding the employment of individuals under 18 years of age.

7.4 Prohibited Behaviours

Licensees and their associates are strictly prohibited from engaging in the following behaviours:

- 7.4.1. Using abusive language or resorting to intimidating behaviour.
- 7.4.2. Displaying abusive conduct toward any PLAY member.
- 7.4.3. Engaging in any form of discrimination based on age, gender, race, nationality, ethnic origin, sex, sexual orientation, disability, gender reassignment, religion, or belief.
- 7.4.4. Possessing or consuming illegal substances or alcohol anywhere on Rawtenstall Market premises, including the market car park.
- 7.4.5. Smoking within the market premises, excluding designated smoking areas. Rawtenstall Market, its service yard, outbuildings, and shelters are smoke-free zones.

Smoking, including using e-cigarettes, is only permitted in the designated smoking area within the marked, blue-hatched rear yard as shown on the attached plan in Appendix 4.

- 7.4.6. Hawking or peddling goods without explicit written authorisation from PLAY.
- 7.4.7. Selling animals within the market.
- 7.4.8. Causing or encouraging actions deemed a nuisance or annoyance by PLAY to the public, other Licensees, or nearby property occupants.
- 7.4.9. Generating noise or playing music that PLAY considers disruptive to fellow Licensees, customers, or nearby property occupants.
- 7.4.10. Preparing food on the stall unless it aligns with the product line specified in the Licensee's Licence.

Engaging in such behaviours may result in suspension or revocation of the Licence.

7.5 Presentation of Stalls and Product Displays

Stalls and product displays must be maintained in a clean and orderly manner.

7.6 Licensees' Appearance

Licensees and their staff are expected to present themselves in a neat, clean, and professional manner.

7.7 Respectful Interaction

Licensees and their staff are required to treat all members of the public, management staff, and fellow Licensees with politeness and courtesy. They must avoid any activity that may cause annoyance, inconvenience, or disruption to other stall occupants or market users.

7.8 Responsible Use of Facilities

Licensees and their staff must exercise care when using communal facilities, including kitchens, loading bays, waste disposal sites, toilets, and wash-hand basins. These facilities should be left in a clean and organised state after use.

7.9 Payments to PLAY Staff

Under no circumstances are Licensees allowed to provide payments to PLAY staff, excluding Licence fees and recharges. If a PLAY staff member receives such a payment, it will be considered Serious Misconduct and may lead to their dismissal. Any Licensee caught engaging in such activities will receive written notice from PLAY, resulting in immediate suspension from the market and termination of their Licence. The Licensee retains the right to contest the notice, but trading will be prohibited during the suspension period. PLAY reserves the right to alert appropriate authorities if a Licensee is suspected of attempting to bribe a PLAY official.

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7.10 Adherence to Rawtenstall Market Code of Conduct

Licensees and their associates must fully abide by Rawtenstall Market's Code of Conduct (Appendix 4), which outlines the standards of behaviour, ethics, and professionalism expected within the market environment. Failure to comply may result in penalties, including suspension or termination of the Licence.

Section 8: Market Operation

8.1 Hours of Operation and Attendance

- 8.1.1. Licensees are required to strictly adhere to the Market Regulations regarding their presence in the market. Licensees must ensure that all vehicles, excluding those specifically authorised by PLAY and referred to as "Authorised Vehicles," are vacated from the market premises and its access areas by no later than 08:30 on any designated Market Day.
- 8.1.2. Re-entry of vehicles onto the market premises or access areas before 16:00 on the same Market Day is prohibited unless explicit consent has been granted by PLAY.
- 8.1.3. Should a vehicle remain on the market grounds during the specified hours, it must remain stationary unless directed by a law enforcement officer or PLAY. Packing up of stalls should commence at 16:00 or as otherwise directed by PLAY.
- 8.1.4. For markets operating on days beyond regular Market Days, such as holidays like Christmas, PLAY will confirm the precise dates and operational timings in writing to Licensees. Additional or extended trading days are subject to factors like adequate Licensee participation and PLAY's ability to provide necessary resources.
- 8.1.5. Each Licensee is responsible for ensuring that their respective stalls are adequately staffed throughout operational hours and are kept open for trading activities.
- 8.1.6. Licensees must promptly notify PLAY of potential delays in attending the market due to reasons like illness or vehicle breakdowns. Failure to inform PLAY may result in being denied permission to trade on that day if not present by 09:00. No refunds of Licence fees will be entertained in these cases. Recurrent delays may lead to reassignment of the trading site to another Licensee.

Adherence to these operational regulations is critical for the smooth functioning of the market and the satisfaction of all participants involved.

8.2 Closure and Layout of the Market

PLAY retains the sole discretion to close the market if necessary due to health and safety concerns or upon law enforcement directives. PLAY also reserves the right to alter the market layout or halt the sale of goods or services from any site at any time. PLAY is not liable for any losses suffered by Licensees due to such actions if deemed in the market's or public's best interest.

8.3 Works Affecting the Market

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When maintenance or related work on or around the market may impact trading activities, PLAY will provide advance notice whenever possible. However, PLAY is not liable for any direct or consequential losses arising from work affecting the market. Licensees are encouraged to prepare accordingly to mitigate potential disruptions.

Section 9: Health, Safety, and Environmental Regulations

9.1 General Health and Safety

- 9.1.1. Licensees are legally obligated to ensure the well-being and safety of their employees, fellow Licensees, and visitors to their designated sites. All Licensees must adhere to the Health and Safety at Work Act 1974 and its amendments, as well as follow directives from PLAY to enhance safety within the market premises.

9.2 Vehicle Movements and Parking

- 9.2.1. Licensees are responsible for maintaining safe vehicular movement within the market area. Vehicles brought onto the premises must be properly taxed and insured for business purposes.
- 9.2.2. Licensees must operate vehicles within the market area cautiously, observing a maximum speed of five miles per hour. Hazard warning lights should be engaged, and another individual should guide the vehicle while reversing to ensure pedestrian safety. Non-compliance may lead to suspension from trading.
- 9.2.3. Licensees must follow PLAY Market Management's instructions regarding the loading area. Licensees should communicate market regulations to third-party users and delivery services, particularly concerning restricted access times and areas.
- 9.2.4. Designated disabled parking bays are reserved exclusively for individuals with disabilities. Licensees are prohibited from using these bays during trading or for any other purpose unless they hold a valid Blue Badge issued by the relevant authorities.

9.3 Loading/Unloading and Obstruction

- 9.3.1. Vehicles entering the loading area must be insured, taxed, roadworthy, and possess a valid MOT certificate if applicable. Vehicles must exit the area before trading commences.
- 9.3.2. Smoking, open flames, and fuel transfer are strictly prohibited in the loading bay area.

9.4 Risk Assessment

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- 9.4.1. Licensees must provide a comprehensive risk assessment report for their designated trading site, analysing setup, operational procedures, and breakdown processes. The report should identify and address potential hazards during each phase.
- 9.4.2. The risk assessment will be scrutinized by PLAY to ensure its adequacy. If deemed insufficient, PLAY may decline the Licensee's request to trade.
- 9.4.3. The risk assessment should cover a wide range of potential hazards, including safety risks, environmental concerns, structural integrity, fire hazards, and any other conceivable risks inherent to the trading operation.
- 9.4.4. Licensees are encouraged to regularly review and update their risk assessments to reflect changes in their trading operations or site layout.
- 9.4.5. The purpose of the risk assessment is to foster a culture of safety and proactive risk management. Licensees are encouraged to collaborate with PLAY in identifying and implementing suitable risk mitigation measures.

9.5 Fire Safety

- 9.5.1. Food Licensees must equip their premises with appropriate fire extinguishers, including CO² extinguishers for electrical equipment. These must be accessible and undergo annual inspection to ensure functionality.
- 9.5.2. Licensees must refrain from activities that contribute to fire risks, such as overloading electrical supplies or improperly storing flammable materials.

9.6 Liquid Petroleum Gas (LPG)

- 9.6.1. Licensees intending to use LPG on-site must comply with the LPG Code of Practice 24 and possess an annual Gas Safety Inspection certificate. Appropriate fire extinguishing equipment and hazard signage must be present.
- 9.6.2. LPG usage on-site is prohibited without written authorisation from PLAY. Licensees must complete thorough risk assessments for LPG storage and usage, adhering to all legal requirements.
- Non-compliance with LPG guidelines may result in penalties, suspension of trading privileges, or other appropriate actions by PLAY.

9.7 Electricity

- 9.7.1. Licensees may use chargeable electricity for specific purposes approved by PLAY.
- 9.7.2. Licensees must inspect electrical equipment as required by regulations to ensure safety.
- 9.7.3. Licensees must not exceed specified power limits to prevent system overload.

- 9.7.4. Portable Appliance Testing (PAT) regulations must be followed by Licensees, involving regular inspection and testing of electrical equipment. Proper maintenance and visible labelling of test dates are required.
- 9.7.5. PAT testing intervals should follow relevant regulations, and qualified electricians must be engaged to conduct tests.
- 9.7.6. Licensees are responsible for promptly removing defective equipment from operational use.
- 9.7.7. Licensees must maintain accurate records of all PAT tests conducted.
- 9.7.8. Licensees should undergo training to understand PAT procedures and identify signs of wear and tear.
- 9.7.9. PLAY reserves the right to conduct unannounced inspections to ensure adherence to PAT regulations.
- 9.7.10. Failure to comply with PAT regulations may result in penalties or suspension of trading privileges.
- 9.7.11. Licensees must remain within their allotted power consumption limits. Power upgrades require written authorisation from PLAY, and the cost will be borne by the Licensee.

9.8 Generators

Silent diesel generators are permitted upon written agreement to prevent unauthorized access and avoid on-site refuelling or fuel storage.

9.9 Temporary Structures

Temporary structures must be appropriate, well-maintained, and erected by competent personnel. Structures should be stable, prevent overturning or collapsing, and meet fire safety regulations.

9.10 Stalls

Licensees must ensure goods do not extend beyond stall boundaries unless permission is granted. Accessibility for all market users must be considered.

9.11 Identity

Licensees must provide personal information as required by the Council for statutory purposes.

9.12 Litter and Waste

- 9.12.1. Licensees are responsible for managing waste generated by their stall and customers to maintain a clean environment within the market premises.

- 9.12.2. Licensees must keep their designated area, including surrounding passages, clean and free from waste and litter throughout trading hours and at the end of each Market Day.
- 9.12.3. PLAY provides refuse disposal facilities for waste generated during market participation. Unauthorized use of these facilities is prohibited.
- 9.12.4. Licensees must properly dispose of cardboard waste and participate in recycling initiatives introduced by PLAY.
- 9.12.5. Non-compliance with waste management regulations may result in charges for waste removal and enforcement actions, including suspension from trading.

9.13 Amplified Music

- 9.13.1. The use of amplified music or microphones requires explicit written approval from PLAY. Licensees must seek formal consent outlining their proposed setup.
- 9.13.2. Approval may include conditions such as volume limits, designated usage times, and considerations for nearby Licensees and visitors.
- 9.13.3. Licensees must exercise responsible conduct when using amplified music systems, minimising disruptions.
- 9.13.4. PLAY reserves the right to monitor the implementation of approved amplified music systems.
- 9.13.5. Licensees are prohibited from playing inappropriate or offensive content.
- 9.13.6. Adhering to these guidelines ensures a harmonious environment within the trading community.

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Section 10: Market Shopper's Charter

10.1 Adherence to Market Shopper's Charter

All participating Licensees in the market commit to adhering to the stipulations outlined in any Market Shopper's Charter adopted by PLAY.

Market Shopper's Charter:

We extend our gratitude for choosing our market as your shopping destination. We aim to make your experience delightful, offering quality goods and services from our Licensees.

If your expectations are not met, please engage with the relevant Licensee, bringing any receipts and calmly explaining the concern. We anticipate a satisfactory resolution at this stage.

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If further assistance is needed, please contact Market Management.

Contact Information:

Market Manager – hello@rawtenstallmarket.com

Your Legal Entitlements:

You are entitled to compensation if:

- Items sold as new are defective.
- Goods are hazardous or unsuitable for their intended purpose.
- Goods differ from their description.
- Services provided are inconsistent with their depiction.

You are not entitled to compensation if:

- You change your mind regarding colour, style, size, or other preferences.
- Defects were disclosed at the time of purchase.
- Goods were mishandled or used for unintended purposes.

Section 11: License Compliance and Enforcement

11.1 License Compliance Expectations

PLAY Market Management is committed to ensuring that all Licensees and their staff, employees, or representatives adhere to the Market Licence Agreement and Market Regulations. This section outlines the procedures and enforcement actions that PLAY may take in response to breaches of the Market Licence Agreement or Market Regulations.

11.2 Non-Compliance Actions

PLAY may take immediate enforcement action in cases of clear and serious breaches of the Market Licence Agreement or Regulations. This includes, but is not limited to:

- 11.2.1. Suspension of Trading Privileges: The Licensee may be temporarily suspended from trading until the issue is resolved to the satisfaction of PLAY.
- 11.2.2. Suspension of Alcohol Sales: In cases involving alcohol-related breaches, PLAY reserves the right to suspend the Licensee's permission to sell alcohol either temporarily or permanently.
- 11.2.3. Immediate Termination: In instances of gross misconduct, illegal activities, or actions that pose a significant threat to others, PLAY may terminate the Licensee's right to occupy and trade immediately. However, an investigation will be conducted, and the

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Licensee will be given an opportunity to present their case before final termination is enforced.

11.3 Warning System

For less severe breaches, PLAY will follow a structured warning process:

- 11.3.1. First Breach (Verbal Warning): A verbal warning will be issued to the Licensee, outlining the nature of the breach and the required corrective actions. This will be documented in PLAY's records.
- 11.3.2. Second Breach (Written Warning): If the breach is repeated or not rectified after the verbal warning, a formal written warning will be issued. The Licensee will be given a short, specified period (e.g., 24-48 hours) to comply.
- 11.3.3. Third Breach (Final Action): If the Licensee fails to comply after the written warning, PLAY may proceed with either suspension or termination of the licence.

11.4 Suspension of Licence

- 11.4.1. In cases where a breach is serious but may be rectified, PLAY may suspend the Licensee's right to trade for a specified period (typically 7 days). The suspension will remain in effect until the Licensee addresses the issue and agrees in writing to comply with all market regulations. The Licensee may appeal the suspension if they believe it to be unjust, and an expedited review will be conducted.

11.5 Termination of Licence

PLAY may terminate a Licensee's right to occupy and trade if:

- 11.5.1. The breach is severe and justifies immediate termination.
- 11.5.2. The Licensee has received multiple warnings and failed to comply.
- 11.5.3. The Licensee engages in illegal activities, gross misconduct, or any actions that threaten the safety and well-being of others.
- 11.5.4. The Licensee engages in any actions or behaviours that are deemed by PLAY to cause reputational damage to Rawtenstall Market, PLAY, Rossendale Borough Council (RBC), or any other Licensee's business.
- 11.5.5. Suspension, termination, or any other enforcement action resulting from non-payment of Licence Fees is final and not subject to appeal. Non-payment of fees, including extended periods of arrears, constitutes a breach that waives the Licensee's right to challenge the action through the appeal process.

Upon termination, the Licensee must vacate the market premises immediately, remove all personal property, and settle any outstanding fees or charges. A brief written notice of termination, citing the breach, will be provided.

The Licensee has the right to appeal the termination within 7 days of receiving the notice. PLAY will conduct a review, and the final decision will be provided in writing.

11.6 Indemnification

PLAY and Rossendale Borough Council (RBC) are indemnified from any losses incurred by the Licensee due to suspension, termination, or any other enforcement action taken under this policy. Neither PLAY nor RBC may be held responsible for any losses, damages, or claims arising from any breaches of the Market Licence Agreement or Market Regulations by the Licensee.

11.7 Standard of Proof

Any breach will be assessed based on the probability of its occurrence rather than beyond a reasonable doubt. This allows PLAY to take timely and effective action to maintain market standards and compliance.

11.8 RBC Involvement in Legal Proceedings

In the event that termination or enforcement action leads to legal proceedings, PLAY will provide all necessary documentation to Rossendale Borough Council (RBC). RBC will manage the legal process in coordination with PLAY.

11.9 Evidence and Proof of Breaches

PLAY holds the responsibility for ensuring that all Licensees comply with the Market Licence Agreement and Market Regulations. To effectively manage the market and maintain high standards, PLAY personnel, including market managers and other authorized representatives, are empowered to observe and enforce compliance.

- 11.9.1. Direct Observation as Evidence: Direct observation by PLAY personnel is considered valid and sufficient evidence of a breach of the Market Licence Agreement or Market Regulations. If a PLAY representative witnesses a breach, their report and account of the incident are adequate grounds for taking enforcement action, including warnings, suspension, or termination of the licence. However, Licensees have the right to request a review of the observation or present their own evidence to contest the enforcement action.
- 11.9.2. Request for Additional Evidence: While PLAY aims to be transparent and fair, it is not always feasible or necessary to provide photographic evidence, CCTV footage, or other forms of hard proof for every breach. The decision to act on direct observation ensures that issues can be addressed swiftly and effectively, maintaining the integrity and smooth operation of the market.

11.10 Appeals Process

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Licensees have the right to appeal any enforcement action taken against them:

- 11.10.1. Appeals must be submitted in writing to PLAY within 7 days of receiving the notice of action.
- 11.10.2. The appeal does not delay the enforcement of suspensions or terminations.
- 11.10.3. PLAY will review the appeal and respond within 7 days. The decision made after the appeal review will be final.

11.11 Record Keeping

PLAY will maintain records of all warnings, suspensions, and terminations. These records will be kept confidential and used only for purposes related to the management and enforcement of the Market Licence and Regulations.

- 11.11.1. Confidentiality: All records and proceedings under this policy will be treated with the strictest confidentiality by all parties involved. Breaches of confidentiality may result in further enforcement action.
- 11.11.2. Duration of Warnings: Warnings issued to a Licensee will be kept on file for a period of 12 months from the date of issue. If no further breaches occur during this period, the warning will be considered spent and removed from the Licensee's record.
- 11.11.3. Carrying Over of Previous Warnings: Any warnings that Licensees have received under previous policies will be carried over and will continue to be valid under this new policy.

11.12 Periodic Reviews of Licensee Compliance

PLAY may conduct periodic reviews of Licensee compliance, particularly for those who have previously received warnings. This proactive approach aims to ensure ongoing adherence to market rules and regulations and to prevent future breaches.

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Section 12: Supersession and Communication Protocol

12.1 Supersession of Previous Policies

This License Compliance and Enforcement Policy supersedes and replaces any previous versions of the Rawtenstall Market Disciplinary Policy and Procedure. All Licensees, including those currently operating under previous policies, are now subject to the terms and conditions outlined in this document.

12.2 Communication Protocol

PLAY will communicate any enforcement actions, warnings, suspensions, or terminations to Licensees in writing. Notifications will typically be delivered via email or by registered mail to

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ensure proper documentation. Licensees are expected to acknowledge receipt of these communications within 48 hours.

Section 13: Review of Policy

13.1 Annual Review

This policy will be reviewed annually to ensure it remains effective and relevant to the management of Rawtenstall Market. Any changes to the policy will be communicated to all Licensees in writing.

13.2 Licensee Feedback

PLAY encourages Licensees to provide feedback on the enforcement process or suggest improvements. A formal process for submitting feedback will be established, ensuring that all suggestions are considered, and the policy remains fair and effective.

Section 14: Training and Support

14.1 Training for Licensees

PLAY is committed to supporting Licensees in maintaining compliance. Training and resources may be provided to help Licensees understand their obligations under the Market Licence Agreement and Market Regulations. Licensees are encouraged to take advantage of these resources to avoid breaches and maintain high standards of operation.

14.2 Additional Support

Licensees experiencing difficulties in understanding or complying with the Market Regulations should contact PLAY for additional support or guidance. PLAY is dedicated to fostering a collaborative environment where all Licensees can succeed.

Section 15: Contact Information

For any questions or concerns regarding this policy, Licensees may contact PLAY at the following:

Play Market Management Ltd.
Rawtenstall Market
Newchurch Road, Rawtenstall
Lancashire BB4 7QX
Email: steven@play-market.co.uk

Section 16: Accessibility of the Policy

16.1 Availability of Translations

To ensure that all Licensees fully understand this policy, PLAY will offer translations or provide a summary of key points in multiple languages as necessary. This will ensure that the policy is accessible to all, including those for whom English is not their first language.

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Section 17: Digital and Online Conduct

17.1 Responsible Online Conduct

Licensees must ensure that their conduct on social media and other digital platforms reflects the values and reputation of Rawtenstall Market, PLAY, and RBC. Negative or harmful conduct online that damages the reputation of the market or other Licensees may be considered a breach of this policy.

- **17.1.1. Specific unacceptable behaviours include:**
- Sharing confidential market information without authorization.
- Defaming fellow Licensees, PLAY, or the market management.
- Misrepresenting products or services offered in the market.
- Engaging in online arguments that negatively affect the market's image.
- 17.1.2. Licensees should maintain a professional and positive tone in all online interactions related to their business within the market.

17.2 Enforcement of Digital Conduct

PLAY reserves the right to enforce actions against Licensees for online misconduct, including issuing warnings, suspending trading privileges, or terminating Licences as deemed necessary.

Code of Conduct

Code of Conduct

1. Overview

At Rawtenstall Market, we require all Licensees and their representatives to conduct themselves according to the highest standards of ethics, integrity, and professionalism when dealing with customers, colleagues, management, and other Licensees. This Code of Conduct establishes the standards of behaviour expected from all Licensees and their representatives. Compliance with these standards is mandatory, and any breach may result in License Compliance and Enforcement Actions, including suspension or termination of the Licensee's license, as outlined in the License Compliance and Enforcement Policy.

2. Purpose

This Code of Conduct clearly defines the expectations of Rawtenstall Market and PLAY Market Management for all Licensees and their representatives. All Licensees and their representatives are required to familiarize themselves with this Code and the accompanying License Compliance and Enforcement Policy. Non-compliance with these guidelines may lead to enforcement actions, as detailed in the enforcement policy.

3. Standards of Conduct

All Licensees and their representatives must adhere to the following standards of conduct:

- Compliance with Regulations
- Adhere to all Rawtenstall Market workplace policies, procedures, rules, regulations, licenses, and permits.
- Comply with all applicable laws and statutory requirements.

Instructions and Duties

- Follow all reasonable and lawful instructions given by PLAY Market Management.
- Devote full attention, time, and skill during licensed trading hours at Rawtenstall Market.
- Work faithfully, diligently, and in the best interests of Rawtenstall Market.

Honesty and Integrity

- Engage in fair and honest dealings with customers, clients, co-workers, market management, and the public.
- Maintain professionalism and courtesy in all interactions.

Health and Safety

- Work in a safe manner and adhere to all workplace health and safety rules.
- Report any health and safety violations to market management.

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Respect and Non-Discrimination

- Refrain from any discriminatory, bullying, or harassing behaviour towards other Licensees, customers, clients, co-workers, and the public.
- Treat all individuals with respect, regardless of personal characteristics such as sex, race, disability, age, marital status, or sexual orientation.

Media and Social Media Conduct

- Do not make statements to the media about Rawtenstall Market without express authorisation from PLAY Market Management.
- Refrain from making statements on social media or any public platform that could harm the reputation of Rawtenstall Market, PLAY Market Management, or fellow Licensees.
- Avoid posting defamatory comments, sharing confidential information, or engaging in heated online exchanges that could reflect poorly on the market.

Reputation and Conduct

- Avoid any conduct during or outside of trading hours that may, in the opinion of Rawtenstall Market, cause damage or potential damage to the market's property or reputation.
- Respect market property and maintain punctuality at all times.

Substance Use

- Do not use or come to work under the influence of prohibited drugs or alcohol.

Appropriate Dress and Appearance

- Dress appropriately, ensuring that appearance is presentable, clean, neat, and tidy at all times.
- Examples of appropriate dress include wearing clean, market-appropriate clothing and adhering to any specific dress codes established by PLAY Market Management.

Use of Market Resources

- Do not use Rawtenstall Market's internet to access or download sexually explicit or offensive material.
- Maintain the confidentiality of any confidential information, records, or materials acquired during trading, both during and after termination of the license.

Reporting Misconduct

Immediately report any conduct by other Licensees or workplace participants that breaches, or potentially breaches, this Code of Conduct or any other market policy. Reports should be

directed to PLAY Market Management through the designated reporting channels at [insert specific contact information or method here].

Alignment with Market Values

At all times, behave in a manner that upholds Rawtenstall Market's core values and supports the integrity and reputation of the market.

Encouragement of Positive Behaviour

Licensees and their representatives are encouraged to engage in positive behaviours, such as proactive communication with market management, participation in market improvement initiatives, and supporting fellow Licensees in maintaining a positive market environment.

4. License Compliance and Enforcement Actions

Failure to adhere to this Code of Conduct will result in License Compliance and Enforcement Actions as outlined in the License Compliance and Enforcement Policy. Depending on the severity of the breach, actions may include warnings, suspension of trading privileges, or termination of the license. The standard of proof for enforcing these actions will be based on the probability of occurrence, as detailed in the enforcement policy.

- **Minor Breaches:** May result in verbal or written warnings, depending on the frequency and impact of the breach. Examples include minor dress code violations, occasional lateness, or minor non-compliance with market regulations.
- **Severe Breaches:** May result in suspension or termination of the license. Examples include repeated violations of market policies, harassment, or actions that cause significant harm to the market's reputation or safety.

5. Acknowledgment of the Code of Conduct

All Licensees and their representatives are required to read, understand, and acknowledge this Code of Conduct as a condition of holding a license at Rawtenstall Market. Acknowledgement confirms that the Licensee agrees to adhere to the standards and expectations outlined in this document and is aware of the potential consequences for non-compliance.

6. Confidentiality and Review

All Licensees and their representatives must maintain the confidentiality of any sensitive information acquired during their time at Rawtenstall Market. This Code of Conduct will be reviewed annually to ensure it remains effective and relevant. Any updates will be communicated to all Licensees.

Crisis Management and Business Continuity Plan

Introduction

The Crisis Management and Business Continuity Plan is designed to ensure the safety of licensees, staff, and visitors at Rawtenstall Market, as well as to maintain operations during and after unexpected disruptions. This plan outlines the steps to be taken in the event of various crises, including natural disasters, pandemics, utility failures, and other emergencies.

Crisis Response Protocol

1. Activation of Crisis Management Team (CMT)

Step 1: Upon identification of a potential or actual crisis, the Market Manager or designated officer will activate the Crisis Management Team (CMT).

Step 2: The Crisis Management Team consists of the following key contacts:

- **Steven Malcolm (Primary Contact):** Lead coordinator, responsible for overall crisis management and communication with external agencies.
- **Daniel Gregson (Secondary Contact):** Oversees internal communication with licensees, ensures the evacuation plan is executed effectively, and assists with post-crisis assessments.
- **Lindsay Rawson (Tertiary Contact):** Manages logistics, such as relocation of operations, and coordinates with RBC CMT for additional support if needed.

Step 3: The CMT will immediately assess the situation, determine the severity of the crisis, and implement the appropriate response measures. The designated contact person will lead the response efforts, with the others providing support as needed.

2. Communication During Crisis

Primary Communication Method: The CMT will use WhatsApp as the primary communication method to reach out to licensees in an emergency. WhatsApp allows for rapid communication and the ability to coordinate with many traders simultaneously. All licensees are required to be part of the designated WhatsApp group to ensure they receive timely updates and instructions.

Secondary Communication Methods: If additional or more formal communication is necessary, the CMT will follow up with emails or phone calls. These methods will also be used if the situation requires contacting traders who may not have immediate access to WhatsApp.

Backup Communication Channels: In the event that WhatsApp is unavailable, the CMT will utilize SMS alerts or the market's public address system to communicate urgent information.

Coordination with RBC: PLAY Market Management will collaborate with Rossendale Borough Council's Crisis Management Team (RBC CMT) when necessary. This coordination ensures that actions taken at Rawtenstall Market are aligned with broader emergency responses and that any required resources or support from the Council are efficiently integrated.

Coordination with Emergency Services: The CMT will maintain regular contact with local emergency services to ensure coordinated responses during a crisis. This includes sharing the market's layout, evacuation routes, and assembly points with the emergency teams in advance.

3. Evacuation Procedures

Step 1: If the crisis necessitates an evacuation (e.g., fire, hazardous material incident), the CMT will initiate the evacuation plan. All licensees are required to leave their stalls immediately through the nearest available exit. Do not attempt to lock up stalls or secure merchandise—personal safety and the safety of customers are the priority.

Step 2: The designated assembly point for all licensees and customers is the car park across Newchurch Road, adjacent to the Market and next to Do-Dah's. All individuals must proceed to this location and remain there until further instructions are provided by the CMT or emergency services.

Step 3: Licensees should assist customers in evacuating the market premises, particularly those who may need additional help, such as the elderly, disabled, or children. However, it is crucial that licensees do not put their own lives at risk when offering assistance. The safety of all individuals, including the licensees themselves, is the top priority.

Step 4: In accordance with government advice, if a situation becomes too dangerous, licensees must prioritize their own safety and evacuate immediately. The general advice is: "If in doubt, get out, stay out, and call for help." Licensees should follow this guidance to ensure no unnecessary risks are taken.

Step 5: The CMT will ensure that all areas are clear and that everyone has safely evacuated. Special attention will be given to individuals requiring assistance, but only if it can be done safely.

4. Shelter-in-Place Procedures

Step 1: In situations where it is safer to remain inside (e.g., severe weather, external threat), the CMT will advise all licensees and visitors to shelter in place.

Step 2: All doors and windows should be secured, and individuals should move away from windows and exterior doors.

Step 3: The CMT will provide ongoing instructions until it is safe to resume normal activities or proceed with an evacuation.

5. Regular Drills and Training

Step 1: PLAY Market Management will conduct regular emergency drills at least once a year to ensure all licensees and staff are familiar with evacuation procedures and communication protocols.

Step 2: Participation in these drills is mandatory. Drills will simulate various emergency scenarios to prepare all participants for a range of potential crises.

Business Continuity Plan

1. Temporary Relocation of Market Operations

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Step 1: If the market premises are unusable, the CMT will identify alternative locations for market operations. Potential relocation sites will be pre-identified, and agreements will be in place to facilitate a swift transition.

Step 2: Licensees will be notified of the new location, operating hours, and any changes to their trading setup via WhatsApp, with follow-up confirmation through email or phone if necessary.

Step 3: The CMT will coordinate with local authorities to ensure the temporary market complies with all relevant health, safety, and legal requirements.

2. Revised Trading Hours

Step 1: If the crisis affects the market's operating hours, the CMT will establish revised trading hours that accommodate both licensees and customers.

Step 2: These revised hours will be communicated clearly to all stakeholders via WhatsApp, email, and the market's website.

Step 3: The CMT will monitor the situation and adjust the trading hours as necessary.

3. Supply Chain Management

Step 1: The CMT will work with licensees to identify critical supply chain disruptions and assist in sourcing alternative suppliers if necessary.

Step 2: Communication channels with suppliers will be maintained to ensure timely updates and adjustments to orders and deliveries.

Step 3: The CMT may arrange for collective purchasing or distribution strategies to mitigate the impact on individual licensees.

4. Financial Support and Insurance Claims

Step 1: The CMT will provide guidance on accessing financial support, including emergency funding or loans available from local authorities or government programs.

Step 2: Licensees will be advised on the process for filing insurance claims related to business interruption, property damage, or loss of goods.

Step 3: The CMT will coordinate with insurers to facilitate quick processing of claims and support licensees throughout the process.

Post-Crisis Recovery

1. Assessment and Restoration

Step 1: Once the immediate crisis has passed, the CMT will conduct a thorough assessment of the market premises, including any damage to stalls, equipment, and infrastructure.

Step 2: A plan for restoration and resumption of normal operations will be developed, prioritizing safety and compliance with all regulations.

Step 3: Licensees will be informed of the timeline for reopening and any temporary measures that will be in place during the recovery phase.

2. Documentation and Record-Keeping

Step 1: The CMT will document all actions taken during the crisis, including communication logs, evacuation records, and any incidents that occurred.

Step 2: These records will be securely stored and used for post-crisis analysis and future planning. Documentation will also support any necessary insurance claims or legal actions.

3. Debriefing and Feedback

Step 1: After the crisis is resolved, the CMT will hold a debriefing session with all key stakeholders, including licensees, to review the response and identify areas for improvement.

Step 2: Feedback will be gathered from licensees on the effectiveness of the crisis management and business continuity plan.

Step 3: The plan will be revised as necessary based on the lessons learned from the crisis.

4. Post-Crisis Support for Licensees

Step 1: PLAY Market Management will provide post-crisis support for licensees, including access to mental health resources, financial counselling, and assistance with insurance claims.

Step 2: These services aim to help licensees recover both personally and professionally, ensuring they can resume normal operations as smoothly as possible.

Conclusion

The Crisis Management and Business Continuity Plan is an essential component of Rawtenstall Market's commitment to safety and resilience. All licensees are encouraged to familiarize themselves with this plan and participate in any training or drills conducted by PLAY Market Management.

Customer Care Charter and Complaint Procedure

Introduction

The Customer Care Charter outlines the commitment of Rawtenstall Market to providing excellent service to all customers. This document also details the formal Customer Complaint Procedure, which sets forth the steps customers can take if they are dissatisfied with any aspect of their experience at the market.

Customer Service Standards

1. Commitment to Quality Service

- All licensees and market staff are committed to providing high-quality products and services to customers.
- Customers will be treated with respect, courtesy, and professionalism at all times.

2. Accessibility

- Rawtenstall Market aims to be accessible to all, including customers with disabilities, the elderly, and families with young children. Reasonable accommodations will be made to ensure a comfortable shopping experience for everyone.

3. Product Information and Transparency

- Licensees must ensure that all products are clearly labelled with accurate descriptions and prices.
- Any inquiries regarding the origin, ingredients, or usage of products will be answered honestly and promptly.

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Customer Complaint Procedure

1. Receiving Complaints and Feedback

- Customers are encouraged to provide feedback, whether positive or negative, to help improve the market experience.
- Complaints can be made directly to the licensee at the point of sale, or through the market's official communication channels (e.g., email, website, or in-person at the market office).
- Standardized Complaint Form: Customers who wish to lodge a formal complaint can do so by filling out the standardized complaint form available online or at the market office. This form helps ensure that all necessary details are captured to facilitate a thorough investigation.

2. Complaint Resolution Process

- **Step 1: Immediate Resolution at the Point of Sale** - If a complaint is received at the point of sale, the licensee should attempt to resolve the issue immediately. This may involve offering a replacement, refund, or other appropriate remedy, depending on the nature of the complaint.
- **Step 2: Escalation to Market Management** - If the complaint cannot be resolved immediately, or if the customer is unsatisfied with the resolution offered by the licensee, the complaint should be escalated to the Market Manager. The customer can submit their complaint through the market's official channels.
- **Step 3: Formal Review by Market Management** - The Market Manager will review the complaint and consult with the relevant licensee(s) to understand the issue fully. The manager will aim to resolve the complaint within five working days of receiving it.

- **Step 4: Resolution Communication** - The Market Manager will communicate the resolution to the customer. If additional time is needed to resolve the issue, the customer will be informed of the new timeline.
- **Step 5: Timeframes for Complaint Handling** - Complaints will be acknowledged within 24 hours of receipt. The Market Manager will review and respond to the complaint within five working days. If additional time is needed to resolve the issue, the customer will be informed of the new timeline.
- **Step 6: Confidentiality and Data Protection** - All complaints will be handled confidentially, and any personal data provided by customers will be processed in accordance with data protection regulations. The information will only be used for the purpose of investigating and resolving the complaint.

3. Monitoring and Reporting of Complaints

- The Market Manager will maintain a log of all complaints received. This log will be reviewed regularly to identify recurring issues and to monitor the effectiveness of the complaint resolution process.
- Reports on customer complaints and resolutions will be shared with licensees during regular market meetings to ensure continuous improvement.

Customer Feedback Program

1. Regular Feedback Collection

- The market will regularly collect feedback from customers through surveys, comment cards, or online reviews. This feedback will be used to identify areas for improvement and to recognize outstanding service by licensees.

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- Incentives for Feedback: Customers may be incentivized to provide feedback through small rewards, such as discounts or entry into a prize draw.

2. Training and Support for Licensees

- **Customer Service Training:** Licensees will be provided with regular training sessions focused on customer service best practices, handling difficult situations, and understanding customer rights. Training will also cover the market's complaint resolution process to ensure all licensees can effectively manage customer complaints at the point of sale.
- **Support Resources:** Licensees will have access to resources and guidance on improving customer service, including templates for handling complaints and tips for enhancing the customer experience.

Continuous Improvement

1. Review and Update of the Customer Care Charter and Complaint Procedure

- This charter and the accompanying Customer Complaint Procedure will be reviewed annually to ensure they remain relevant and effective in delivering excellent customer service.
- Updates will be made based on customer feedback, changes in consumer law, or evolving best practices in customer service.

2. Recognition of Excellence

- Licensees who consistently deliver outstanding customer service will be recognized through the market's "Excellence in Service" program. This may include public acknowledgment, certificates, or other incentives.

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The Customer Care Charter and Complaint Procedure are fundamental aspects of Rawtenstall Market's dedication to providing a positive shopping experience for all visitors. By adhering to these standards and procedures, licensees and market staff contribute to a welcoming and customer-focused environment.

Data Protection and Privacy Policy (with UK GDPR Compliance, ICO Registration, and Procedures)

Introduction

The Data Protection and Privacy Policy outlines the commitment of Rawtenstall Market to protecting the personal data of all customers, licensees, and staff. This policy is in full compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. It sets forth the procedures for collecting, processing, storing, and protecting personal data in accordance with these laws.

PLAY Market Management is registered with the Information Commissioner's Office (ICO), ensuring that we adhere to the highest standards of data protection and privacy.

Data Collection and Processing

1. Types of Data Collected

Rawtenstall Market may collect the following types of personal data:

- Customer contact details (e.g., names, email addresses, phone numbers) for communication and marketing purposes.
- Licensee details (e.g., business names, contact information, financial details) for contractual and administrative purposes.
- Employee information (e.g., personal identification details, payroll information) for employment and payroll processing.

2. Purpose of Data Collection

Personal data is collected and processed for specific, legitimate purposes, including:

- Facilitating communication with customers, licensees, and employees.
- Managing market operations and fulfilling contractual obligations.
- Complying with legal requirements and reporting obligations.

3. Consent and Legal Basis

- Rawtenstall Market will obtain explicit consent from individuals before collecting and processing their personal data, except where data processing is necessary for the performance of a contract or compliance with legal obligations, as outlined in Article 6 of the UK GDPR.
- Individuals have the right to withdraw their consent at any time.

Data Storage and Security

1. Data Storage

- Personal data will be stored securely, whether in digital or physical form. Digital data will be stored on secure servers with restricted access, and physical records will be kept in locked filing cabinets.

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- Only authorized personnel will have access to personal data, and access will be granted based on the necessity to perform specific tasks.

2. Data Retention

- Personal data will be retained only for as long as necessary to fulfil the purposes for which it was collected or as required by law, in line with the Data Protection Act 2018. After this period, data will be securely deleted or anonymized.

3. Data Security Measures

- Rawtenstall Market implements appropriate technical and organizational measures, as required by Article 32 of the UK GDPR, to protect personal data against unauthorized access, disclosure, alteration, or destruction. These measures include:
 - Encryption of sensitive data.
 - Regular security audits and vulnerability assessments.
 - Staff training on data protection principles and practices.

Data Breach Management

1. Identifying a Data Breach

- A data breach is defined as a security incident that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data, as defined under Article 4 of the UK GDPR.
- Any employee, licensee, or contractor who becomes aware of a potential data breach must report it immediately to the Market Manager or Data Protection Officer (DPO).

2. Response to a Data Breach

- **Step 1: Immediate Containment** - The Market Manager or DPO will immediately assess the scope of the breach and take steps to contain it. This may involve isolating affected systems, securing physical records, or suspending access to compromised accounts.
- **Step 2: Investigation** - A thorough investigation will be conducted to determine the cause of the breach, the extent of the impact, and the types of data affected. The investigation will also identify the individuals or entities responsible for the breach.
- **Step 3: Risk Assessment** - The Market Manager or DPO will assess the risks associated with the breach, including potential harm to individuals whose data has been compromised. This assessment will guide the next steps in the response process.

3. Notification of a Data Breach

Notification to Affected Individuals: If the breach is likely to result in a high risk to the rights and freedoms of individuals, as outlined in Article 34 of the UK GDPR, Rawtenstall Market will notify the affected individuals without undue delay. The notification will include:

- A description of the nature of the breach.

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- The likely consequences of the breach.
- The measures taken or proposed to address the breach and mitigate its effects.
- Contact information for further inquiries.

Notification to Regulatory Authorities: If required by law, particularly under Article 33 of the UK GDPR, Rawtenstall Market will notify the Information Commissioner's Office (ICO) within 72 hours of becoming aware of the breach. The notification to the ICO must include:

- The nature of the personal data breach, including the categories and approximate number of data subjects and data records concerned.
- The likely consequences of the breach.
- Measures taken or proposed to address the breach, including efforts to mitigate potential adverse effects.
- The name and contact details of the Data Protection Officer or other contact point for further information.

Further Communication with the ICO: If the breach report to the ICO cannot be made within 72 hours, the initial notification will include reasons for the delay, and additional information will be provided in phases without undue further delay. All correspondence with the ICO must be documented.

4. Post-Breach Review and Remediation

After a data breach has been contained and the necessary notifications have been made, Rawtenstall Market will conduct a post-breach review to identify lessons learned and prevent future incidents. This may involve:

- Reviewing and updating data protection policies and procedures.
- Implementing additional security measures.
- Providing further training to staff and licensees on data protection practices.
- The results of this review, along with any remedial actions taken, will be documented and made available to the ICO upon request.

Individual Rights and Requests

1. Right to Access

- Individuals have the right to request access to their personal data held by Rawtenstall Market, in accordance with Article 15 of the UK GDPR. Requests for access will be processed within one month of receipt.

2. Right to Rectification

- If any personal data is found to be inaccurate or incomplete, individuals have the right to request rectification under Article 16 of the UK GDPR. Corrections will be made promptly upon verification.

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3. Right to Erasure

- Individuals may request the deletion of their personal data under certain conditions, such as when the data is no longer necessary for the purposes for which it was collected, or if the individual withdraws consent, as provided by Article 17 of the UK GDPR.

4. Right to Object

- Individuals have the right to object to the processing of their personal data in certain circumstances, such as when data is processed for direct marketing purposes, in accordance with Article 21 of the UK GDPR.

5. Right to Data Portability

- Individuals have the right to receive their personal data in a structured, commonly used, and machine-readable format and to transmit that data to another controller, as stipulated in Article 20 of the UK GDPR.

Training and Awareness

1. Staff and Licensee Training

- All staff and licensees will receive regular training on data protection principles, the importance of maintaining data security, and their responsibilities under this policy.
- Training will also cover how to recognize and respond to potential data breaches.

2. Ongoing Awareness

- Rawtenstall Market will promote ongoing awareness of data protection practices through regular communications, updates to the policy, and reminders of the importance of data security.

Conclusion

The Data Protection and Privacy Policy is crucial to maintaining the trust of customers, licensees, and staff. By adhering to this policy, Rawtenstall Market ensures that personal data is handled with the highest level of care and in compliance with the UK GDPR and the Data Protection Act 2018. As part of our commitment to data protection, PLAY Market Management is registered with the Information Commissioner's Office (ICO), further ensuring compliance with all relevant data protection regulations.

Environmental and Sustainability Policy

Introduction

The Environmental and Sustainability Policy outlines Rawtenstall Market's commitment to promoting environmentally sustainable practices among its licensees, staff, and customers. This

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policy sets forth specific goals, targets, and procedures to reduce the environmental impact of market operations and encourage sustainable business practices.

Purpose

The purpose of this policy is to:

- Minimize the environmental impact of market operations.
- Promote sustainable practices among licensees, staff, and customers.
- Set measurable targets and monitor progress towards sustainability goals.

Scope

This policy applies to all licensees, market management, and staff at Rawtenstall Market. It covers all aspects of market operations, including waste management, energy use, sourcing of products, and customer engagement in sustainability initiatives.

Principles of Environmental Sustainability

Commitment to Sustainability

Rawtenstall Market is committed to integrating sustainability into all aspects of its operations. This includes reducing waste, conserving energy, sourcing products responsibly, and promoting sustainable practices among licensees and customers.

Continuous Improvement

The market will continuously strive to improve its environmental performance by setting ambitious sustainability goals and regularly reviewing progress. This includes staying informed about best practices and innovations in sustainability.

Licensee and Customer Engagement

Rawtenstall Market will actively engage licensees and customers in its sustainability efforts. This includes providing education, resources, and incentives to encourage sustainable practices.

Phased Implementation of Targets and Metrics

Waste Reduction

- **Initial Target:** Reduce overall waste generated by market operations by 15% within the first two years, with an aim to reach 25% within five years.
- **Procedures:**
 - o Implement a comprehensive recycling program for licensees and customers.
 - o Provide training for licensees on waste reduction practices, such as minimizing packaging and using recyclable materials.
 - o Regularly monitor and report on waste levels, with an initial focus on achieving a 15% reduction.

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- **Metrics:** Measure and track the volume of waste generated, recycled, and sent to landfill on a monthly basis.

Energy Efficiency

- **Initial Target:** Reduce energy consumption across market operations by 10% within the first two years, with an aim to reach 20% within five years.
- **Procedures:**
 - o Upgrade to energy-efficient lighting and appliances in all market facilities.
 - o Encourage licensees to adopt energy-saving practices, such as using energy-efficient equipment and turning off lights and devices when not in use.
 - o Explore renewable energy options for powering market operations.
- **Metrics:** Track energy usage on a monthly basis and compare it against baseline data to monitor reductions.

Sustainable Sourcing

- **Initial Target:** Ensure that at least 30% of products sold at the market are sourced from local, sustainable, or certified suppliers within the first year, with an aim to reach 50% within three years.
- **Procedures:**
 - o Work with licensees to identify and prioritize sustainable suppliers, including local farms and artisans.
 - o Promote the use of organic, fair trade, and eco-friendly products among licensees.
 - o Create a directory of recommended sustainable suppliers for licensees.
- **Metrics:** Monitor the percentage of licensees sourcing products sustainably and track the percentage of sustainable products sold at the market.

Water Conservation

- **Initial Target:** Reduce water usage in market operations by 10% within the first year, with an aim to reach 15% within three years.
- **Procedures:**
 - o Install water-saving devices, such as low-flow faucets and toilets, in market facilities.
 - o Educate licensees on water conservation practices, including proper water management and reducing water waste.
 - o Regularly monitor water usage and identify opportunities for further reductions.
- **Metrics:** Track water usage on a monthly basis and measure reductions against baseline data.

Collaboration with Local Environmental Organizations

Rawtenstall Market will actively collaborate with local environmental organizations to enhance its sustainability initiatives. These partnerships will provide additional resources, expertise, and support, helping to achieve the market's environmental goals.

Carbon Footprint Reduction

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- **Initial Target:** Reduce the market’s carbon footprint by 10% over the next three years, with an aim to reach 15% within five years.
- **Procedures:**
 - o Focus on reducing direct emissions from energy use and transportation, as well as indirect emissions from the supply chain.
 - o Regularly conduct carbon audits to measure progress and identify further opportunities for reduction.
- **Metrics:** Track carbon emissions and reductions through regular carbon audits.

Sustainable Packaging Initiative

Rawtenstall Market will implement a Sustainable Packaging Initiative, encouraging or requiring licensees to use eco-friendly, recyclable, or compostable packaging for their products. Support will be provided to help licensees transition to sustainable packaging options.

Biodiversity and Green Spaces

The market will support local biodiversity by integrating green spaces, such as planters with native species, and by hosting events focused on biodiversity education. These efforts aim to enhance the local environment and promote awareness of biodiversity issues.

Licensee and Customer Engagement

Education and Resources

Rawtenstall Market will provide ongoing education and resources to licensees and customers on sustainable practices. This includes workshops, informational materials, and online resources covering topics such as waste reduction, energy efficiency, sustainable sourcing, and water conservation.

Incentive Programs

The market will develop incentive programs to encourage licensees and customers to participate in sustainability initiatives. This could include discounts for licensees who meet sustainability targets or rewards for customers who bring reusable bags or participate in recycling programs.

Sustainability Campaigns

Rawtenstall Market will regularly run sustainability campaigns to raise awareness and promote sustainable practices. These campaigns may include themes such as “Zero Waste Month,” “Eco-Friendly Product Fair,” or “Sustainable Transport Week.”

Monitoring and Reporting

Regular Monitoring

The market will regularly monitor its progress towards the sustainability targets set out in this policy. This will involve tracking metrics related to waste, energy, water usage, and sustainable

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sourcing. Licensees will be required to submit regular reports on their sustainability efforts, including any challenges or successes.

Feedback and Continuous Improvement

Feedback from licensees and customers will be actively sought to refine and improve sustainability initiatives. The market will use this feedback to adjust its targets and strategies as needed.

Conclusion

The Environmental and Sustainability Policy is a cornerstone of Rawtenstall Market's commitment to reducing its environmental impact and promoting sustainable practices. By setting clear targets, engaging with licensees and customers, and continuously monitoring progress, the market aims to become a leader in sustainability within the local community.

Food Safety and Hygiene Policy

Introduction

This Food Safety and Hygiene Policy outlines the commitment of Rawtenstall Market to maintaining the highest standards of food safety and hygiene among all licensees. While the responsibility for food safety and hygiene lies with the individual licensee holders, PLAY Market Management (PLAY) is responsible for ensuring compliance with relevant laws and regulations. Non-compliance may result in fines or other penalties.

Legal Compliance

- **UK Food Safety Regulations:** All licensees must comply with UK food safety laws, including the Food Safety Act 1990, Food Hygiene (England) Regulations 2006, and any other relevant legislation.
- **Food Standards Agency (FSA):** Licensees are required to adhere to guidelines set by the Food Standards Agency (FSA), ensuring that all food sold is safe to eat and accurately labelled.

Roles and Responsibilities

- **Licensees:** Each licensee is responsible for the safety and hygiene of the food they handle, prepare, store, and sell. This includes ensuring that all staff are adequately trained in food safety practices.
- **PLAY Market Management:** PLAY is responsible for monitoring compliance, providing guidance, and conducting regular inspections. PLAY will ensure that all licensees understand their obligations and are provided with the necessary resources and training.

Food Handling Procedures

Personal Hygiene:

- All individuals handling food must wash their hands thoroughly with soap and warm water before starting work, after handling raw food, after using the restroom, and at regular intervals.
- Clean uniforms or aprons must be worn, and long hair should be tied back or covered.
- Disposable gloves should be used when handling ready-to-eat foods, and gloves must be changed frequently to prevent cross-contamination.

Temperature Control:

- All perishable foods must be stored at appropriate temperatures. Cold foods must be kept at 5°C or below, and hot foods must be maintained at 63°C or above.
- Temperature checks must be conducted regularly, and records must be maintained to ensure compliance.
- Freezers must be kept at -18°C or below.

Cross-Contamination Prevention:

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- Separate utensils, cutting boards, and equipment must be used for raw and ready-to-eat foods.
- Raw foods should be stored separately from cooked or ready-to-eat foods to prevent cross-contamination.
- All surfaces and utensils must be sanitized before and after use, especially when switching between handling different types of food.

Cleaning and Sanitation

Cleaning Schedule:

- A daily cleaning schedule must be established and adhered to, covering all areas of food preparation and storage.
- All surfaces, equipment, and utensils must be cleaned and sanitized after each use.
- Floors and walls must be cleaned regularly to prevent the buildup of food debris and contamination.

Approved Cleaning Products:

- Only food-safe cleaning products should be used in food preparation areas.
- Licensees must ensure that all cleaning chemicals are stored away from food to prevent contamination.

Food Storage

Storage Areas:

- All food must be stored off the ground and in clean, pest-proof containers.
- Dry goods should be stored in a cool, dry place away from direct sunlight.
- Allergen-containing foods must be clearly labelled and stored separately to prevent cross-contact.

Date Labelling:

- All stored foods must be labelled with the date of preparation or receipt and the use-by date.
- Licensees must rotate stock using the “first in, first out” (FIFO) method to ensure older stock is used first.

Training and Certification

Mandatory Training:

- All licensees and their staff must complete a Level 2 Food Hygiene Certificate or equivalent before commencing work at the market.
- Regular refresher courses must be attended to ensure that all staff are up to date with the latest food safety practices.

Record Keeping:

- Licensees must maintain records of all food safety training undertaken by their staff. These records must be available for inspection by PLAY and local authorities.

Inspections and Monitoring**Regular Inspections:**

- PLAY will conduct regular inspections of all food stalls to ensure compliance with food safety standards.
- Licensees will be given a checklist of compliance items and will be expected to maintain their stalls to these standards at all times.

Non-Compliance:

- Any instances of non-compliance will be documented, and licensees will be required to take immediate corrective action.
- Persistent non-compliance may result in fines or the suspension of the licensee's right to operate at the market.
- All packaging should have allergen labels on them and must comply with all relevant laws and regulations.
- PLAY will not be held responsible for any breach of the law regarding allergen labelling or any other food safety requirements.

Documentation and Record Keeping**Temperature Log Sheets:**

- Licensees must maintain log sheets for temperature checks of refrigerators, freezers, and hot holding units. These records should be reviewed regularly to ensure compliance.

Cleaning Schedules and Logs:

- Cleaning schedules must be documented, and tasks completed should be logged. This ensures accountability and traceability of cleaning activities.

Pest Control Records:

- Licensees must keep records of pest control activities, including inspections, treatments, and any pest sightings.

Risk Assessment**Regular Risk Assessments:**

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- Licensees must regularly conduct risk assessments for their food handling and preparation practices to identify potential hazards. Identified risks must be addressed immediately to prevent food safety issues.

Health Monitoring of Food Handlers

Health Declarations:

- Staff handling food must declare if they are suffering from any illnesses that could affect food safety, such as gastrointestinal infections. Such staff should not handle food until they are fully recovered.

Regular Health Checks:

- Licensees are encouraged to arrange regular health checks for food handlers to ensure they are fit to work and to prevent the spread of illness.

Review and Updates

Policy Review:

- This policy will be reviewed annually by PLAY to ensure it remains up to date with current legislation and best practices.
- Licensees will be notified of any changes to the policy and will be required to comply with the updated procedures.

Feedback:

- Licensees are encouraged to provide feedback on the policy and suggest improvements based on their experiences at the market.

Grievance Procedure

Introduction

The grievance procedure is designed to be a tool through which a Licensee may formally raise a grievance regarding any condition of their license to trade, to be heard by the management of the Company. The aggrieved Licensee has the right to representation by a Trade Union Representative or a work colleague.

Whenever possible, it is preferable for a grievance to be resolved informally between the individual and PLAY Market Management. However, if this is not possible, a formal procedure is required to ensure the swift and fair resolution of matters that aggrieve Rawtenstall Market Licensees.

Timeframes have been established to ensure grievances are addressed promptly, though these may be extended by mutual agreement.

Procedure Stages

Stage 1: Initial Grievance

A Licensee who has a grievance should raise the matter with PLAY Market Management immediately, either verbally or in writing.

If the manager cannot resolve the issue immediately, a formal written grievance form should be submitted (see Appendix 1). The manager will respond within 2 working days (the manager's normal working days), unless an extended period is mutually agreed upon. The response will include a full written explanation of the manager's decision and information on whom to appeal to if the Licensee remains dissatisfied.

Stage 2: Appeal

In most cases, the management's decision is expected to be final. However, if the Licensee remains aggrieved, they can appeal the decision of the manager.

The appeal must be made in writing (see Appendix 2) within ten working days of the original response, including the original formal Grievance form. The appeal will be reviewed by the next level of management, who will provide a formal response within 7 working days, including details of further appeal options if the Licensee remains dissatisfied.

Stage 3: Final Appeal

If the Licensee is still dissatisfied, they can make a final appeal to the Director responsible for their function. This appeal must be made in writing (see Appendix 3) within ten working days of the Stage 2 response. The Director, along with another management representative, if possible, will hear the appeal and respond formally within 20 working days.

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There is no further right of appeal. However, if both parties agree, the matter may be referred to a third party for advice, conciliation, or arbitration.

Mediation

Mediation can sometimes help resolve grievance issues before the formal procedure is invoked. It is a voluntary process where a mediator helps the parties involved reach an agreement. The mediator does not judge or dictate outcomes but facilitates discussion.

Mediation is not part of Rawtenstall Market's formal grievance procedure. However, if both parties agree, the grievance procedure can be suspended to attempt resolution through mediation. If mediation is unsuccessful, the grievance procedure can resume.

Harassment and Anti-Bullying Policy

Version: August 2024

Policy Statement

1. Rawtenstall Market recognizes that all Licensees have the right to work in an environment where their dignity is respected, and which is free from harassment and bullying. We are committed to eliminating intimidation in any form.
2. This Policy applies to harassment on the grounds of disability, gender, marital status, sexual orientation, age, creed, colour, race, or ethnic origin.
3. Harassment breaches Rawtenstall Market Policy and is classified as a serious offense, potentially leading to disciplinary action, including the termination of a license under the Disciplinary Procedure.
4. This Policy applies to all Licensees at Rawtenstall Market.

Definitions of Harassment and Bullying

Harassment:

Harassment is generally described as "unwanted conduct that affects the dignity of a person at work." It encompasses unwelcome physical, verbal, or non-verbal behaviour that denigrates, ridicules, or is intimidating. The essential characteristic of harassment is that it is unwanted by the recipient.

Examples of harassment include:

- General Harassment: Directed particularly against women, ethnic minorities, or other individuals based on age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion, or sexual orientation.
- Sexual Harassment: Unwanted behaviour of a sexual nature that causes the recipient to feel threatened, humiliated, or embarrassed.
- Racial or Sectarian Harassment: Offensive jokes, verbal abuse, graffiti, or exclusion based on race, religion, or physical characteristics.

Bullying:

Bullying is the intimidation or belittling of someone through the misuse of power or position, leaving the recipient feeling hurt, upset, vulnerable, or helpless.

Examples of bullying include:

- Unjustified criticism of personal or professional performance.
- Spreading malicious rumours or making malicious allegations.
- Excluding individuals from team activities.

Responsibilities

Management:

PLAY Market Management has an obligation to prevent harassment/bullying and to take immediate action when identified, whether or not a formal complaint has been made.

Licensees:

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All Licensees have a personal responsibility not to harass or bully others. Any Licensee who becomes aware of harassment or bullying should report it to PLAY Market Management.

Procedure for Dealing with Harassment

A Licensee who feels they are being harassed or bullied may attempt to resolve the matter informally. If this is not possible or appropriate, the matter should be raised with PLAY Market Management.

Informal Resolution:

- Discuss the matter directly with the harasser, if possible.
- Keep a record of incidents, detailing when, where, and what occurred.
- Seek advice from PLAY Market Management or a colleague.

Formal Resolution:

- If informal steps are unsuccessful, the Licensee has the right to pursue a formal complaint via the Grievance Procedure.
- PLAY Market Management will investigate the complaint and take appropriate corrective action, including disciplinary measures if necessary.

Communication and Training

All Licensees will be informed of this Policy, and training will be provided for those responsible for implementing it. The Policy will be part of staff induction, and its effectiveness will be reviewed regularly.

Monitoring and Review

The effectiveness of this Policy will be monitored through the collection of statistics on complaints of harassment, ensuring strict confidentiality. The Policy will be reviewed regularly to ensure its continued relevance and effectiveness.

Rawtenstall Market Key Policy

Introduction

Policies for the use of keys by Licensed Licensees are intended to balance ease of building access with adequate security considerations.

Having access to keys is a privilege available to selected Licensed Licensees and comes with significant responsibility. Failure to adhere to this policy or to exercise appropriate precautions relative to the care of the facility may lead to revocation of this privilege at the discretion of PLAY Market Management.

Policy for Use of Keys

1. Requesting Keys:

- Keys may be requested from PLAY Market Management.
- Keys will only be loaned to members when the proposed use of the facility is consistent with building use.

2. Obtaining Keys:

- The requestor must obtain the keys in person. Children are not permitted to accept keys on behalf of their parents.

3. Record Keeping:

- A record will be kept by PLAY Market Management of who has been issued keys. A log will also be maintained for temporary key sign-outs.

4. Understanding and Acknowledgment:

- All Licensees to whom a key is loaned will be given a copy of this policy. Signing the Key Receipt implies understanding of this policy.

5. Returning Keys:

- Loaned keys **MUST** be returned to the Market Information Centre by the specified date in person. Keys must not be mailed or left in the office.

6. Key Duplication:

- Keys will not be duplicated, loaned, or made available to others.

7. Reporting Lost or Stolen Keys:

- Lost or stolen keys must be reported immediately to PLAY Market Management.

8. Responsibility for Key Use:

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- The holder of a key assumes responsibility for the safekeeping of the key and its use. ALL DOORS AND WINDOWS MUST BE SECURED when leaving the building. DOORS ARE NEVER TO BE LEFT PROPPED OPEN.

9. Replacement of Lost or Broken Keys:

- Persons to whom keys are issued are responsible for the replacement of lost or broken keys. Should a new lock be required, the Licensee will be responsible for covering the costs of all duplicate keys needed to replace the lock.

10. Revocation of Key Privilege:

- PLAY Market Management reserves the right to request the return of any loaned key at any time.

License Compliance and Enforcement Policy

Introduction

This License Compliance and Enforcement Policy outlines the procedures and actions that will be taken by Play Market Management Ltd. (hereinafter referred to as "PLAY") in the event of any breaches of the Market License Agreement or Market Regulations by stallholders at Rawtenstall Market. The policy is designed to maintain a fair, safe, and harmonious trading environment while allowing for swift action to address non-compliance issues.

Purpose

The purpose of this policy is to ensure that all stallholders understand the expectations regarding their conduct and the operation of their stalls. It also establishes a clear and efficient process for PLAY to address any breaches of the Market License or Regulations, ensuring the smooth operation of the market.

Scope

This policy applies to all stallholders who hold a license to occupy and operate at Rawtenstall Market, including their representatives, employees, or agents. It is important to note that the relationship between PLAY and the Licensees is that of licensor and licensee, and not that of employer and employee. Consequently, the terms and conditions set forth in this policy and the Market License Agreement are not governed by employment law and do not confer the rights or obligations associated with an employment relationship.

Definitions

Licensee: The stallholder or entity holding a license to operate a stall at Rawtenstall Market.

Breach: Any violation of the terms and conditions set forth in the Market License Agreement or Market Regulations.

Probation Period: The initial three-month period for new Licensees during which the full warning system does not apply.

Compliance Expectations

All Licensees are expected to:

- Adhere to the terms and conditions of the Market License Agreement.
- Comply with all Market Regulations, including health and safety standards, payment of fees, and permitted trading activities.
- Conduct themselves in a manner that does not cause nuisance, disturbance, or danger to other stallholders, customers, or the market environment.
- Maintain required insurance coverage and provide proof of coverage as required.

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- Ensure that all goods and services offered are within the scope of what is permitted under the Market License.

6. Non-Compliance and Enforcement Actions

6.1 Probation Period for New Licensees

All new Licensees will be subject to a three-month probation period during which the standard warning system outlined in this policy does not apply. During this period, PLAY may take immediate action, including suspension or termination of the license, without prior warning, for any breaches of the Market License Agreement or Market Regulations.

6.2 Immediate Action

PLAY may take immediate enforcement action in cases of clear and serious breaches of the Market License Agreement or Regulations. This includes but is not limited to:

- **Suspension of Trading Privileges:** The Licensee may be temporarily suspended from trading until the issue is resolved.
- **Suspension of Alcohol Sales:** In the case of alcohol-related breaches, PLAY reserves the right to suspend the Licensee's permission to sell alcohol, either temporarily or permanently. Examples of alcohol-related breaches include selling alcohol to minors, failing to adhere to licensing hours, or selling alcohol without the proper license.
- **Immediate Termination:** In cases of gross misconduct, illegal activities, or actions that pose a significant threat to others, PLAY may terminate the Licensee's right to occupy and trade immediately.

6.3 Warning System

For less severe breaches, PLAY will follow a structured warning process:

First Breach (Verbal Warning): A verbal warning will be issued, outlining the nature of the breach and the required corrective actions. This will be documented in PLAY's records.

Second Breach (Written Warning): A formal written warning will be issued if the breach is repeated or not rectified after the verbal warning. The Licensee will be given a short, specified period (e.g., 24-48 hours) to comply.

Third Breach (Final Action): If the Licensee fails to comply after the written warning, PLAY may proceed with either suspension or termination of the license.

6.4 Suspension of License

In cases where a breach is serious but may be rectified, PLAY may suspend the Licensee's right to trade for a specified period of 7 days. The suspension will remain in effect until the Licensee addresses the issue and agrees in writing to comply with all market regulations.

6.5 Termination of License

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PLAY may terminate a Licensee's right to occupy and trade if:

- The breach is severe and justifies immediate termination.
- The Licensee has received multiple warnings and failed to comply.
- The Licensee engages in illegal activities, gross misconduct, or any actions that threaten the safety and well-being of others.

Reputational Damage: The Licensee engages in any actions or behaviours that are deemed by PLAY to cause reputational damage to Rawtenstall Market, PLAY, Rossendale Borough Council (RBC), or any other trader's business.

Upon termination, the Licensee must vacate the market premises immediately, remove all personal property, and settle any outstanding fees or charges. A brief written notice of termination citing the breach will be provided.

6.6 Indemnification

PLAY and Rossendale Borough Council (RBC) are indemnified from any losses incurred by the Licensee due to suspension, termination, or any other enforcement action taken under this policy. Neither PLAY nor RBC may be held responsible for any losses, damages, or claims arising from any breaches of the Market License Agreement or Market Regulations by the Licensee.

6.7 Standard of Proof

Any breach will be assessed based on the probability of its occurrence rather than beyond a reasonable doubt. This allows PLAY to take timely and effective action to maintain market standards and compliance.

6.8 RBC Involvement in Legal Proceedings

In the event that termination or enforcement action leads to legal proceedings, PLAY will provide all necessary documentation to Rossendale Borough Council (RBC). RBC will manage the legal process in coordination with PLAY.

6.9 Evidence and Proof of Breaches

PLAY holds the responsibility for ensuring that all Licensees comply with the Market License Agreement and Market Regulations. To effectively manage the market and maintain high standards, PLAY personnel, including market managers and other authorised representatives, are empowered to observe and enforce compliance.

Direct Observation as Evidence: Direct observation by PLAY personnel is considered valid and sufficient evidence of a breach of the Market License Agreement or Market Regulations. If a PLAY representative witnesses a breach, their report and account of the incident are adequate

grounds for taking disciplinary action, including warnings, suspension, or termination of the license.

Request for Additional Evidence: While PLAY aims to be transparent and fair, it is not always feasible or necessary to provide photographic evidence, CCTV footage, or other forms of hard proof for every breach. The decision to act on direct observation ensures that issues can be addressed swiftly and effectively, maintaining the integrity and smooth operation of the market.

Disputes and Appeals: Licensees have the right to appeal any enforcement action if they believe a mistake has been made. The appeals process allows for a review of the incident, but the initial observations by PLAY personnel will remain a key component of the evidence considered.

7. Examples of Misconduct and Gross Misconduct

7.1 Misconduct

Misconduct is defined as behaviour which, in the view of PLAY, would not normally destroy the relationship of trust between PLAY and the Licensee; however, the behaviour is serious enough to warrant action short of termination. Examples include, but are not limited to:

- Absenteeism and lateness (e.g., frequent late arrival at work, unauthorised absence).
- Dishonesty (e.g., making unauthorised private use of market facilities or resources).
- Refusal to obey a lawful and reasonable instruction from PLAY management.
- Failure to carry out the normal duties of the stall as agreed in the license.
- Unprofessional or unacceptable conduct (e.g., abusive language or behaviour towards others).
- Misuse of market property or equipment through negligence or carelessness.
- Breach of Market License or Market Regulations (e.g., minor health and safety violations).
- Incapability as a result of being under the influence of alcohol or illegal drugs at the market.

7.2 Gross Misconduct

Gross misconduct is defined as behaviour which, in the view of PLAY, fundamentally destroys the trust between PLAY and the Licensee and thereby warrants immediate termination. Examples include, but are not limited to:

- Theft or malicious damage to property belonging to PLAY, RBC, or other stallholders.
- Falsifying records or claims (e.g., fraudulent expenses).
- Physical violence or threatening behaviour towards others at the market.
- Serious incapability as a result of being under the influence of alcohol or illegal drugs while trading.
- Discriminatory behaviour based on race, gender, religion, or other protected characteristics.
- Serious breaches of Market Regulations that endanger the safety or well-being of others.
- Unauthorised access to or disclosure of confidential information held by PLAY.

- Fraudulent or dishonest activities that result in personal gain or harm to others.

8. Appeals Process

Licensees have the right to appeal any enforcement action taken against them, except for actions related to non-payment of fees:

- Appeals must be submitted in writing to PLAY within seven days of receiving the notice of action.
- Enforcement actions, including suspensions or terminations, due to non-payment of fees are final and not subject to appeal.
- For all other cases, the appeal does not delay the enforcement of suspensions or terminations.
- PLAY will review eligible appeals and respond within seven days. The decision made after the appeal review will be final.

9. Record Keeping

PLAY will maintain records of all warnings, suspensions, and terminations. These records will be kept confidential and used only for purposes related to the management and enforcement of the Market License and Regulations.

Confidentiality: All records and proceedings under this policy will be treated with the strictest confidentiality by all parties involved. Breaches of confidentiality may result in further disciplinary action.

Duration of Warnings: Warnings issued to a Licensee will be kept on file for a period of 12 months from the date of issue. If no further breaches occur during this period, the warning will be considered spent and removed from the Licensee's record.

Carrying Over of Previous Warnings: Any warnings that Licensees have received under previous policies will be carried over and will continue to be valid under this new policy.

10. Review of Policy

This policy will be reviewed annually to ensure it remains effective and relevant to the management of Rawtenstall Market. Any changes to the policy will be communicated to all Licensees in writing.

11. Supersession of Previous Policies

This License Compliance and Enforcement Policy supersedes and replaces any previous versions of the Rawtenstall Market Disciplinary Policy and Procedure. All Licensees, including those

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currently operating under previous policies, are now subject to the terms and conditions outlined in this document.

12. Communication Protocol

PLAY will communicate any disciplinary actions, warnings, suspensions, or terminations to Licensees in writing. Notifications will typically be delivered via email or by registered mail to ensure proper documentation. Licensees are expected to acknowledge receipt of these communications within 48 hours.

13. Periodic Reviews of Licensee Compliance

PLAY may conduct periodic reviews of Licensee compliance, particularly for those who have previously received warnings. This proactive approach aims to ensure ongoing adherence to market rules and regulations and to prevent future breaches.

14. Health and Safety Emphasis

Compliance with health and safety regulations is of utmost importance. Licensees must ensure that all operations, including the handling and storage of goods, meet the required health and safety standards. Non-compliance with these regulations, especially those that endanger public health, will be treated as a serious breach and may lead to suspension or termination.

15. Training and Support for Licensees

PLAY is committed to supporting Licensees in maintaining compliance. Training and resources may be provided to help Licensees understand their obligations under the Market License Agreement and Market Regulations. Licensees are encouraged to take advantage of these resources to avoid breaches and maintain high standards of operation.

16. Digital and Online Conduct

Licensees must ensure that their conduct on social media and other digital platforms reflects the values and reputation of Rawtenstall Market, PLAY, and RBC. Negative or harmful conduct online that damages the reputation of the market or other traders may be considered a breach of this policy.

17. Roles and Responsibilities of PLAY Personnel

PLAY personnel, including market managers, security staff, and other authorised representatives, are responsible for enforcing the terms of this policy. Market managers typically have the authority to issue warnings and suspend trading privileges, while more serious actions such as termination of licenses may require higher-level approval within PLAY.

18. Examples of Minor Infractions

While serious breaches are well-defined, minor infractions that might not require formal disciplinary action include:

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- Occasional tardiness in opening the stall.
- Minor display violations that do not adhere to market standards.
- Non-compliance with market aesthetic guidelines.

19. Documentation and Record Retention

All records related to disciplinary actions will be retained for the duration of the warning period (12 months) and will be archived or destroyed thereafter unless further action is warranted. Access to these records is limited to authorised PLAY personnel to ensure confidentiality and data protection.

20. Review Process for Recurrent Issues

PLAY will periodically review recurrent issues across multiple Licensees to identify any systemic problems or gaps in the current regulations. This review may lead to proactive adjustments in market rules or additional training for all traders to prevent future breaches.

21. Feedback Mechanism

PLAY encourages Licensees to provide feedback on the enforcement process or suggest improvements. A formal process for submitting feedback will be established, ensuring that all suggestions are considered, and the policy remains fair and effective.

22. Accessibility of the Policy

To ensure that all Licensees fully understand this policy, PLAY will offer translations or provide a summary of key points in multiple languages as necessary. This will ensure that the policy is accessible to all, including those for whom English is not their first language.

23. Contact Information

For any questions or concerns regarding this policy, Licensees may contact PLAY at the following:

Play Market Management Ltd.

Rawtenstall Market,
Newchurch Road, Rawtenstall,
Lancashire, BB4 7QX

Email: steven@play-market.co.uk

Non-Disparagement Agreement

Purpose and Justification

The purpose of this Non-Disparagement Agreement is to ensure a professional, respectful, and mutually beneficial relationship between PLAY Market Management Ltd (“PLAY”), the Licensee, and the Rawtenstall Market as a whole. This agreement is designed to protect the reputation and integrity of both PLAY and the Licensee, as well as the market's standing in the community. It is essential that all parties involved in the market maintain a positive and constructive approach to communication, ensuring that any issues or concerns are addressed in a manner that supports the long-term success of all businesses operating within the market.

Why This Agreement is Important

1. **Mutual Protection:** This agreement safeguards the reputations of both PLAY and the Licensee by preventing the spread of false, malicious, or defamatory statements that could harm either party's business operations or standing in the community.
2. **Maintaining Market Integrity:** By fostering an environment of respect and constructive dialogue, this agreement helps ensure that the Rawtenstall Market continues to be a welcoming and reputable destination for customers, vendors, and the broader community.
3. **Encouraging Internal Feedback Channels:** Encouraging internal channels for feedback shows that the agreement is not about silencing legitimate concerns but rather about managing them in a constructive way. This balance supports the Licensee's ability to voice concerns while maintaining a professional environment.
4. **Preventing Indirect Disparagement:** Including provisions about third-party communications helps prevent indirect disparagement, which could otherwise be a loophole.

Obligations Under the Agreement

- a. **Licensee's Obligations:** The Licensee agrees not to make or cause to be made any statements—whether oral, written, or digital—that are false, malicious, or defamatory and that could harm the reputation of PLAY, its management, employees, other licence holders or Rawtenstall Market.
- b. **PLAY's Obligations:** PLAY agrees not to make or cause to be made any statements—whether oral, written, or digital—that are false, malicious, or defamatory and that could harm the reputation of the Licensee, their business, or Rawtenstall Market.
- c. **Third-Party Communications:** The Licensee agrees not to direct or encourage third parties to make any statements that would be prohibited under this Agreement if made by the Licensee.

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Reputational Damage and Full Context Clause

In alignment with Clause 2 of the License Agreement, the Licensee acknowledges that any statement—whether oral, written, or digital—that could cause reputational damage to PLAY, its management, employees, or Rawtenstall Market must be presented with full and accurate context. While this Agreement does not prohibit truthful statements, the Licensee agrees to ensure that such statements do not omit critical details or context that could mislead or cause reputational harm. This obligation is in line with the Licensee's duty to avoid actions that may be detrimental to the Market or cause nuisance or annoyance.

Reinforcement of Market Regulations Clause

This Agreement is in accordance with the License Agreement's requirement that the Licensee observes all market regulations and conditions set by PLAY for the management of the market. The Licensee's compliance with these regulations, including the Non-Disparagement Agreement, is essential for maintaining the integrity and reputation of the Rawtenstall Market.

Exceptions and Protections

This Agreement does not prohibit:

- Truthful Statements: Factual statements made in good faith, including those required by law, during legal proceedings, or in response to official inquiries.
- Constructive Feedback: Internal or private discussions intended to improve market operations, address legitimate concerns, or enhance the overall experience at Rawtenstall Market.
- Whistleblowing: Reporting illegal activities, misconduct, or safety concerns to the appropriate authorities.

Communication Channels

PLAY Market Management has established comprehensive processes and procedures to enable all license holders to communicate their concerns, ask questions, or provide feedback in a secure and confidential manner. These internal channels are designed to ensure that any issues can be resolved quickly and effectively without the need to resort to public forums. PLAY is committed to keeping discussions internal and maintaining the good reputation of Rawtenstall Market, which has been a cornerstone of the community since 1906.

Process for Addressing Breaches

If either party believes that this Agreement has been breached, the following process will be followed:

- a. Notice of Breach: The non-breaching party must provide written notice to the breaching party detailing the specific actions or statements that constitute the breach.
- b. Opportunity to Cure: The breaching party will have 14 days from the receipt of the notice to

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correct the behaviour and address the concerns raised. If the issue is resolved within this period, no further action will be taken.

c. Failure to Cure: If the breaching party fails to correct the behaviour within the 14-day period, the non-breaching party may pursue further legal action as outlined in the Legal Consequences of Breach section.

Optional Mediation Clause

Before taking legal action, both parties agree to attempt to resolve any disputes through mediation. The mediation process will involve a neutral third-party mediator, agreed upon by both parties, who will assist in facilitating a resolution. Mediation will take place within 30 days of the notice of breach unless both parties agree to extend this period. If mediation is unsuccessful, the non-breaching party may proceed with legal action as necessary.

Legal Consequences of Breach

a. Monetary Damages: The party that breaches this Agreement may be liable for damages, including compensatory and punitive damages, as well as legal costs.

b. Injunctive Relief: The non-breaching party may seek injunctive relief to prevent further breaches, including the removal of defamatory content from public platforms.

c. Termination of License Agreement: If the Licensee breaches this Agreement and fails to correct the behaviour within the specified notice period, PLAY may terminate the License Agreement.

Acknowledgement

By signing below, the Licensee acknowledges that they have read, understood, and agree to be bound by the terms of this Non-Disparagement Agreement.

Licensee

Name: _____

Signature: _____

Date Signed: _____

PLAY Market Management Ltd

Name: Steven Malcolm

Position: Operations Manager

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Signature: _____

Date Signed: _____

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Social Media Policy and Procedure for Licensees

Introduction

Social media is a powerful tool for promoting businesses, engaging with customers, and fostering community connections. Rawtenstall Market, managed by PLAY Market Management, recognises the potential of social media to enhance the market's visibility and success. However, with its benefits come responsibilities. This policy outlines the expectations for licensees in their use of social media, ensuring that the market's reputation, as well as the reputation of PLAY Market Management and fellow traders, is upheld and that interactions remain respectful and positive.

Purpose

The purpose of this policy is to:

- Provide guidance on the licensees' appropriate use of social media.
- Protect the reputation of Rawtenstall Market, PLAY Market Management, its businesses, and its management.
- Outline the consequences of improper social media conduct.

Scope

This policy applies to all licensees at Rawtenstall Market, including their representatives, employees, and family members, whether they are using personal or business social media accounts. This includes all forms of social media platforms, such as Facebook, Twitter, Instagram, LinkedIn, TikTok, and others, regardless of whether they are public or private profiles.

Benefits of Social Media

Promotion: Social media allows licensees to reach a broader audience and promote their products and services to both existing and potential customers.

Engagement: It provides a platform for interacting with customers, receiving feedback, and building a loyal customer base.

Networking: Social media enables businesses to connect, share ideas, and collaborate on marketing efforts.

Real-time Updates: Licensees can inform customers of special offers, events, or changes in trading hours instantly.

Potential Risks and Negative Aspects

Reputation Damage: Misuse of social media can lead to negative publicity, which can harm the reputation of the individual business, Rawtenstall Market, and PLAY Market Management.

Harassment and Trolling: Engaging in or encouraging negative behaviours such as harassment or trolling can lead to legal consequences and damage relationships with customers, other businesses, and market management.

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Misinformation: Spreading inaccurate or misleading information can erode trust, incite unnecessary conflict, and lead to a loss of credibility.

Conflict Escalation: Public disagreements or disputes on social media can escalate quickly and become unmanageable, harming all parties involved, including PLAY Market Management.

Impact of Negative Comments on Mental Health

Social media has an immense power to shape public perception and influence individual well-being. While it can be a force for positive engagement, it can also become a source of significant harm when misused. At Rawtenstall Market, we recognise that negative comments—whether directed at PLAY Market Management, fellow traders, or customers—can have profound and lasting effects on those involved. Everyone must understand the potential consequences of their words, both online and offline.

Mental Health Impact

The mental health of individuals is a vital aspect of their overall well-being, and social media interactions play a significant role in this. Continuous exposure to negative comments, criticism, or online harassment can lead to:

Stress and Anxiety: Constant negative feedback, whether personal or professional, can lead to heightened levels of stress and anxiety. This can manifest as difficulty sleeping, loss of appetite, and a general feeling of being overwhelmed. For those managing businesses, the added pressure of maintaining a positive public image while dealing with harsh criticism can be incredibly taxing.

Depression: Repeated negative interactions can contribute to feelings of hopelessness and depression. The cumulative effect of feeling attacked or undervalued can lead to a diminished sense of self-worth and, in severe cases, can push individuals into a state of depression.

Social Isolation: The fear of facing more criticism may lead individuals to withdraw from social media or reduce their interactions with others. This isolation can exacerbate feelings of loneliness and can cut individuals off from the support networks they need to maintain their mental health.

Burnout: The constant barrage of negative comments can lead to burnout for market management and traders, who often work long hours and are deeply invested in their businesses. This not only affects their ability to work effectively but also impacts their personal lives and overall happiness.

Workplace and Community Environment

A toxic atmosphere on social media can spill over into the physical environment at Rawtenstall Market, leading to:

Tense Relationships: Negative social media interactions can create tensions between traders, customers, and management, making it difficult to maintain a harmonious working environment. These tensions can lead to conflicts that disrupt the daily operations of the market.

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Decreased Morale: When individuals feel attacked or unsupported, their morale can plummet. This not only affects their personal outlook but also impacts the energy and atmosphere of the market as a whole. A market where morale is low is less likely to attract and retain customers, which can have a direct impact on the success of all traders.

Erosion of Trust: Trust is a cornerstone of any successful community. When traders or customers use social media to spread misinformation, gossip, or negativity, it erodes the trust that others have in the market and its management. This erosion of trust can lead to a breakdown in communication and cooperation, making it harder to address issues and move forward together.

Professional Reputation and Business Impact

The professional reputation of both individuals and the market as a whole is at stake when negative comments are allowed to proliferate unchecked:

Loss of Customers: Negative online interactions can lead to a loss of customers, whom the perceived hostility or dysfunction within the market community may deter. Customers are more likely to patronise businesses where they feel welcome and respected.

Damage to Business Relationships: Persistent negativity can harm relationships with suppliers, partners, and other stakeholders who may be reluctant to associate with a business or market that is seen as troubled or controversial.

Long-Term Reputational Damage: Even if the immediate effects of negative comments seem minimal, the long-term damage to a business's reputation can be significant. Negative perceptions can linger, making it difficult to attract new customers or recover from past controversies.

Our Commitment to Mental Health and Well-Being

At Rawtenstall Market, PLAY Market Management is committed to fostering a positive, supportive environment both online and offline. We understand that the words and actions taken on social media can have real, tangible impacts on the mental health and well-being of everyone involved. We want to emphasise that:

Everyone's Words Matter: The words you post online are not just fleeting comments—they have the power to uplift or harm. We expect all traders and customers to think carefully about the impact of their words and to prioritise kindness, respect, and professionalism in all communications.

Zero Tolerance for Harassment: Any form of harassment, bullying, or negative campaigning on social media will not be tolerated. We are committed to taking action against any behaviour that contributes to a hostile environment, whether it's directed at market management, traders, or customers.

Support Systems: If you are struggling with the effects of negative online interactions, please reach out. PLAY Market Management is here to support you, and we can connect you with resources that can help you manage stress and protect your mental health. Your well-being is our priority.

Social Media Expectations

Professional Representation: Licensees must represent Rawtenstall Market, PLAY Market Management, and their own businesses in a professional manner. All communications should be respectful and considerate of others.

Respect for Others: Posts should not include any content that could be deemed offensive, harassing, or defamatory towards other businesses, customers, PLAY Market Management, or fellow licensees. This includes refraining from engaging in or encouraging trolling or harassment.

Accuracy: Ensure that all information shared on social media is accurate and not misleading. Misrepresentation of facts, whether intentional or not, is unacceptable. This is especially critical when discussing PLAY Market Management or fellow traders to prevent the spread of false information.

Reputation Management: Licensees, their representatives, and family members must avoid any actions on social media that could bring Rawtenstall Market's, PLAY Market Management's, or other traders' reputations into question. This includes ensuring that personal views expressed on private accounts do not negatively impact the market, management, or other businesses.

Positive Promotion: Use social media as a tool to positively promote your business, other businesses at the market, and the market as a whole. Sharing positive stories, collaborations, and customer testimonials is encouraged.

Conflict Resolution: Any grievances or disputes should be handled privately and professionally, rather than being aired on social media. Licensees should seek to resolve conflicts through direct communication with the parties involved or through market management if necessary. Should any licensee have an issue, it is expected that they follow the correct procedures and policies in place to address their grievance. Failure to do so could result in consequences.

Content Appropriateness: Licensees should avoid posting content that could be deemed inappropriate or controversial, such as political, religious, or otherwise sensitive topics. Posts should be family-friendly and in line with the community values of Rawtenstall Market.

Visual Content: When sharing images, videos, or other multimedia, ensure that they are of high quality, respectful, and appropriate for a diverse audience. Content should reflect positively on both the business and Rawtenstall Market. High-quality images should be well-lit, in focus, and present the products or business in a professional manner.

PLAY Market Management's Role in Social Media

Market-Wide Promotion: PLAY Market Management is not responsible for advertising individual businesses online. However, PLAY will actively use social media to promote Rawtenstall Market

as a whole, highlighting the diverse range of products and services available. This collective promotion aims to enhance the market's visibility and attract more customers.

Submission of Content: Licensees are encouraged to submit high-quality images and content for inclusion on the market's official social media pages. To ensure consistency and professionalism, submitted images should meet the following standards:

Resolution: Images should be high-resolution (at least 1080x1080 pixels) to ensure clarity and quality.

Composition: Photos should be well-composed, with clear focus and proper lighting, to showcase products effectively.

Relevance: Content should be relevant to the market and reflect the positive aspects of the licensee's business. Images should not include any inappropriate or irrelevant material.

Frequency of Submissions: The more high-quality images and positive content are submitted, the more opportunities there will be for market promotion. We encourage regular submissions to keep the market's social media presence vibrant and engaging.

Compliance and Consequences

1. License Agreement: All licensees operate under a license agreement that can be terminated if there is a failure to adhere to this policy. PLAY Market Management is committed to working with traders who align with the vision and values of Rawtenstall Market. Any action that causes reputational damage to the market, PLAY, or other traders—whether through social media, traditional media, or other forms—will not be tolerated.

2. Violation Procedures: In the event of a policy violation, the following procedures will be followed:

Investigation: PLAY Market Management will investigate any reported incidents of inappropriate social media behaviour or policy breaches.

Warnings: Initial breaches may result in a formal warning outlining the nature of the violation and the required corrective actions.

Suspension: Continued or severe violations may lead to the suspension of trading privileges at Rawtenstall Market.

Termination: Persistent or egregious violations may result in the termination of the license agreement and potential legal action if applicable.

3. Grievance Procedure: Licensees with concerns about market management, fellow traders, or other issues should follow established procedures and policies to address their grievances. Publicly airing grievances on social media is not an acceptable way to resolve issues and may lead to further consequences. Failure to adhere to proper grievance procedures can result in disciplinary action.

Definitions

- **Harassment:** Unwelcome or offensive behaviour that targets an individual or group, causing distress or discomfort.

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- **Trolling:** Deliberate provocation or posting of inflammatory comments to incite disruption or conflict.
- **Misinformation:** Incorrect or misleading information shared without factual basis.
- **Negative Comments:** Any comments or posts that disparage, criticise, or undermine the market, management, or other traders.

Examples of Acceptable and Unacceptable Behaviour

Acceptable Behaviour: Posting positive reviews, sharing accurate information about products and services, promoting market events, and engaging respectfully with customers.

Unacceptable Behaviour: Publicly criticising fellow traders, spreading false information about the market or other traders, engaging in or encouraging online harassment, and posting content that damages the market's reputation.

Procedure for Reporting Violations

How to Report: Licensees should report violations via email or in writing to [designated contact person/department].

Who to Contact: Reports should be directed to [Name, Title, Contact Information].

Confidentiality Assurance: All reports will be treated confidentially and will be investigated in a fair and impartial manner.

Training and Resources

Social Media Training: PLAY Market Management offers periodic training on effective and respectful social media use. Please contact [Contact Information] for details on upcoming sessions.

Online Resources: Access online resources and guidelines at [Website/Link].

Policy Review and Updates

Review Frequency: This policy will be reviewed annually or as needed.

Notification of Changes: Licensees will be notified of any significant updates or changes to the policy.

Access to Policy: The current version of this policy can be accessed at [Website/Link].

Legal Compliance

All social media activities must comply with relevant laws and regulations, including those governing defamation, privacy, and intellectual property rights. Licensees are responsible for ensuring their posts do not violate legal standards.

Acknowledgment Form

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Licensees are required to sign an acknowledgement form confirming that they have read, understood, and agree to adhere to this Social Media Policy and Procedure. [Include space for signature, date, and any other necessary details.]

Support Resources

Mental Health Support: For mental health resources, please contact [Local Support Services or Hotline Information].

Conflict Resolution: Please contact steven@play-market.co.uk for assistance with conflict resolution.

Licensee Diversity and Inclusion Policy

Introduction

The Licensee Diversity and Inclusion Policy reflects Rawtenstall Market's commitment to fostering a diverse, inclusive, and equitable environment for all Licensees. This policy outlines the principles, strategies, and actions that the market will undertake to ensure diversity and inclusion are at the core of its operations.

Purpose

The purpose of this policy is to:

- Promote diversity among market Licensees, ensuring representation from various backgrounds, communities, and business types.
- Foster an inclusive environment where all Licensees feel welcomed, respected, and supported.
- Ensure equal opportunities for all Licensees, regardless of race, gender, religion, ethnicity, age, disability, sexual orientation, or socioeconomic status.

Scope

This policy applies to all Licensees at Rawtenstall Market, including current Licensees, prospective Licensees, and any third parties involved in market operations. It also applies to market management and staff in their interactions with Licensees.

Principles of Diversity and Inclusion

Commitment to Diversity

Rawtenstall Market is committed to building a Licensee community that reflects the rich diversity of the local population. This includes actively seeking to include Licensees from underrepresented groups.

Equal Opportunity

The market ensures that all Licensees have equal access to opportunities, including stall allocation, marketing support, and participation in market events. Decisions will be made based on merit and the ability to contribute positively to the market community.

Respect and Fair Treatment

All Licensees and market staff are expected to treat one another with respect and dignity. Discrimination, harassment, or exclusionary behaviour will not be tolerated.

Strategies to Promote Diversity and Inclusion

Outreach and Recruitment

- **Targeted Outreach:** Rawtenstall Market will engage in targeted outreach efforts to attract Licensees from diverse backgrounds. This may include working with community organizations, attending local events, and using diverse media channels to reach underrepresented groups.
- **Licensee Recruitment Programs:** The market will develop recruitment programs specifically aimed at encouraging participation from minority-owned, women-owned, LGBTQ+ owned, and disabled-owned businesses. These programs will offer support and guidance to help new Licensees establish their presence at the market.

Training and Education

- **Diversity and Inclusion Training:** All market staff and Licensees will be provided with training on diversity and inclusion principles. This training will cover topics such as unconscious bias, cultural competency, and inclusive customer service.
- **Workshops and Seminars:** The market will host regular workshops and seminars focused on helping Licensees from diverse backgrounds succeed. Topics may include business development, marketing strategies, and navigating the challenges of small business ownership.

Supportive Policies and Practices

- **Inclusive Licensee Policies:** The market will review and update its Licensee policies to ensure they are inclusive and supportive of diversity. This includes flexible stall arrangements, payment plans, and marketing assistance tailored to the needs of diverse Licensees.
- **Mentorship Programs:** A mentorship program will be established where experienced Licensees can mentor newer Licensees, particularly those from underrepresented groups. This will help build a supportive community and share knowledge and resources.

Collaborations with Local Organizations

Rawtenstall Market will actively collaborate with local organizations that support minority-owned businesses, such as chambers of commerce, cultural associations, and business incubators. These partnerships will help promote diversity within the market and provide additional resources and networking opportunities for Licensees.

Inclusive Marketing Strategies

Rawtenstall Market will implement inclusive marketing strategies that showcase the diversity of its Licensees. Marketing campaigns will highlight products and stories from Licensees of various backgrounds, ensuring that the market appeals to a broad and diverse customer base.

Monitoring and Accountability

- **Diversity Metrics:** The market will track diversity metrics related to Licensee participation, including the representation of various demographic groups. This data will be reviewed regularly to assess progress and identify areas for improvement.
- **Regular Reporting:** The Market Manager will provide regular reports on the diversity and inclusion efforts at the market, including the outcomes of outreach and recruitment programs, training sessions, and diversity metrics.
- **Feedback Mechanism:** Licensees will have access to a feedback mechanism where they can report concerns related to diversity and inclusion. This feedback will be reviewed confidentially and addressed promptly.

Inclusive Licensee Opportunities

Licensee Spotlights

The market will feature diverse Licensees in promotional materials, including social media posts, newsletters, and market events. This spotlight will help raise the profile of Licensees from underrepresented groups and attract a wider customer base.

Market Events and Partnerships

Rawtenstall Market will host events and partnerships that celebrate diversity, such as cultural festivals, themed market days, and collaborations with local diversity-focused organizations. These events will provide Licensees with opportunities to showcase their products and connect with new customers.

Licensee Recognition Program

A recognition program will be established to acknowledge and celebrate the contributions of diverse Licensees. Awards may include "Diversity Champion of the Year," "Inclusive Licensee of the Month," or similar accolades.

Conflict Resolution and Support

Conflict Resolution Process

In the event of any conflicts or issues related to diversity and inclusion, Rawtenstall Market will provide a fair and confidential resolution process. Licensees can report concerns to the Market Manager, who will work to mediate and resolve the situation in line with the principles of respect and fairness.

Support Mechanism

The market will offer support to Licensees facing challenges related to diversity and inclusion. This may include one-on-one consultations with the Market Manager or access to external resources and advice from diversity-focused organizations.

Diversity and Inclusion Advisory Committee

Formation of Advisory Committee

To ensure continuous improvement and accountability, Rawtenstall Market will establish a Diversity and Inclusion Advisory Committee. This committee, composed of Licensees and market staff, will oversee the implementation of diversity initiatives, provide feedback, and make recommendations for future improvements.

Role of the Committee

The committee will meet regularly to review the progress of diversity and inclusion efforts, assess the effectiveness of current strategies, and propose new initiatives. The committee will also serve as a liaison between Licensees and market management, ensuring that all voices are heard.

Continuous Improvement

Policy Review and Updates

This Licensee Diversity and Inclusion Policy will be reviewed annually to ensure it remains relevant and effective. Updates will be made based on feedback from Licensees, changes in diversity and inclusion best practices, and evolving market dynamics.

Licensee Feedback and Involvement

Licensees will be encouraged to provide feedback on the diversity and inclusion initiatives at the market. This feedback will be used to shape future strategies and ensure that the policy meets the needs of all Licensees.

Conclusion

The Licensee Diversity and Inclusion Policy is a key component of Rawtenstall Market's commitment to creating a vibrant, inclusive, and diverse Licensee community. By actively promoting diversity and providing equal opportunities for all Licensees, the market contributes to a rich and welcoming environment for everyone.

Volunteer and Community Engagement Policy

Introduction

Rawtenstall Market is committed to engaging with the local community and fostering a spirit of volunteerism. This policy outlines the roles, responsibilities, and procedures related to the involvement of volunteers and the market's efforts to engage with the broader community. The goal is to create a welcoming environment that encourages active participation, supports local initiatives, and strengthens the market's connection with its customers and the community at large.

Purpose

The purpose of this policy is to:

- Define the role of volunteers within Rawtenstall Market.
- Outline procedures for recruiting, training, and managing volunteers.
- Promote community engagement through events, initiatives, and partnerships.
- Ensure that all volunteer and community engagement activities align with the market's values and goals.

Scope

This policy applies to all volunteers, staff, and management at Rawtenstall Market, as well as community partners and stakeholders involved in market-related activities.

Volunteer Engagement

Roles and Responsibilities

- **Volunteers:** Volunteers play a crucial role in supporting the market's operations and community activities. Their responsibilities may include assisting with events, providing customer service, supporting market promotions, and helping with day-to-day tasks as needed.
- **PLAY Market Management:** PLAY is responsible for overseeing the volunteer program, including recruitment, training, supervision, and evaluation of volunteers. PLAY will ensure that volunteers are well-integrated into the market community and are provided with meaningful opportunities to contribute.

Volunteer Recruitment

- **Diversity and Inclusion:** PLAY is committed to recruiting volunteers from diverse backgrounds, ensuring that opportunities are accessible to all community members, including underrepresented groups. Recruitment efforts will prioritize inclusivity to reflect the diversity of the local community.

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- **Recruitment Strategy:** PLAY will actively recruit volunteers through local advertisements, social media, community organizations, and partnerships with schools, colleges, and volunteer organizations.
- **Application Process:** Interested individuals will be required to complete a volunteer application form, which will include questions about their skills, availability, and areas of interest. Applicants may also be required to undergo an interview to assess their suitability for available roles.

Volunteer Role Descriptions

- **Role Clarity:** Each volunteer role will have a clear description outlining the responsibilities, expectations, and skills required. These role descriptions will be provided to volunteers during the recruitment process to ensure they understand their duties.

Training and Development

- **Induction Program:** All new volunteers will participate in an induction program that covers the market's mission, values, health and safety procedures, and specific role responsibilities. The induction will also include an introduction to key staff and a tour of the market facilities.
- **Ongoing Training:** Volunteers will have access to ongoing training opportunities to develop their skills and knowledge. This may include workshops, mentoring, and shadowing experienced staff or volunteers.
- **Support and Supervision:** Each volunteer will be assigned a supervisor who will provide guidance, support, and feedback. Regular check-ins will be scheduled to address any concerns and ensure that volunteers feel valued and engaged.

Volunteer Code of Conduct

- **Professionalism:** Volunteers are expected to conduct themselves professionally at all times, representing Rawtenstall Market with integrity and respect.
- **Confidentiality:** Volunteers must respect the confidentiality of market operations and any sensitive information they may encounter.
- **Health and Safety:** Volunteers are required to adhere to all health and safety guidelines, including using personal protective equipment (PPE) where necessary.

Conflict Resolution Process

- **Raising Concerns:** Volunteers who experience conflicts or have grievances can raise their concerns with their assigned supervisor or PLAY management. A step-by-step guide will be provided to ensure concerns are addressed fairly and promptly.
- **Resolution:** PLAY will work to resolve conflicts amicably, involving all relevant parties. If necessary, mediation may be provided to facilitate a resolution.

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Recognition and Rewards

- **Volunteer Appreciation:** PLAY will regularly recognize the contributions of volunteers through events, awards, and public acknowledgment. Volunteer appreciation events may include social gatherings, certificates of recognition, and other forms of appreciation.
- **Feedback and Improvement:** Volunteers will be encouraged to provide feedback on their experiences. This feedback will be used to improve the volunteer program and ensure that it remains a rewarding experience for all involved.

Volunteer Exit Process

- **Exit Interviews:** When a volunteer leaves the program, they will be offered an exit interview to provide feedback on their experience. This feedback will be used to improve the volunteer program and address any issues that may have arisen.

Community Engagement

Community Partnerships

- **Local Collaboration:** Rawtenstall Market will actively seek to collaborate with local community organizations, schools, charities, and businesses to support community initiatives and promote the market as a community hub.
- **Event Hosting:** The market will host regular community events, such as festivals, workshops, and markets that showcase local talent, products, and services. These events will be designed to engage a wide audience and promote the market's role in the community.
- **Support for Local Causes:** The market will support local causes and charities through fundraising events, donation drives, and providing a platform for awareness campaigns. PLAY will work with community partners to identify causes that align with the market's values.

Community Outreach Programs

- **Targeted Outreach:** The market will develop specific outreach programs aimed at engaging hard-to-reach groups, such as elderly residents, youth, and low-income families. These programs will be designed to ensure that all community members feel included and valued.

Customer and Community Feedback

- **Engagement Surveys:** Regular surveys will be conducted to gather feedback from customers and the community about the market's operations and community engagement

efforts. This feedback will be used to improve services and ensure that the market meets the needs of the local community.

- **Suggestion Box:** A suggestion box will be available at the market for customers and community members to submit ideas, concerns, or feedback. These suggestions will be reviewed regularly, and actions will be taken to address any issues or implement new ideas.
- **Community Meetings:** PLAY will organize regular community meetings to provide updates on market activities, discuss upcoming events, and gather input from the community. These meetings will foster open communication and strengthen the relationship between the market and its stakeholders.

Sustainability and Social Responsibility

- **Environmental Initiatives:** The market will engage the community in environmental initiatives, such as recycling programs, green spaces, and sustainability workshops. Volunteers and community members will be encouraged to participate in activities that promote environmental stewardship.
- **Inclusive Practices:** Rawtenstall Market is committed to inclusivity and will ensure that all community engagement activities are accessible to everyone, regardless of age, ability, or background. This includes providing accommodations for individuals with disabilities and offering events that cater to diverse interests and cultures.
- **Youth Engagement:** The market will develop programs specifically aimed at engaging young people, such as internships, educational workshops, and volunteer opportunities. These programs will provide valuable learning experiences and encourage the next generation to take an active role in the community.

Data Protection and Privacy

- **GDPR Compliance:** All personal data collected from volunteers and community members will be handled in accordance with the General Data Protection Regulation (GDPR) and other relevant data protection laws.
- **Data Use:** Personal data will be used solely for the purposes of volunteer management and community engagement activities. Data will not be shared with third parties without explicit consent.
- **Data Storage:** Personal data will be stored securely, and access will be limited to authorized personnel only. Data will be retained only for as long as necessary for the purposes for which it was collected.

Risk Management

- **Volunteer Safety and Well-being:** Regular risk assessments will be conducted to ensure that volunteer activities and community engagement events are safe. All potential hazards will be identified, and appropriate measures will be taken to mitigate risks.

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- **Insurance Coverage:** PLAY will provide insurance coverage for volunteers, ensuring that they are protected while participating in market activities. This coverage will include public liability and personal accident insurance.
- **Mental Health Support:** PLAY recognizes the importance of mental health and well-being. Volunteers will have access to resources and support services if they experience stress, anxiety, or any other mental health issues related to their volunteer work.

Partnership Evaluation

- **Regular Evaluation:** PLAY will regularly evaluate the effectiveness of its community partnerships to ensure that they continue to align with the market's goals and benefit both parties. Adjustments will be made as necessary to strengthen these relationships.

Review and Updates

- **Policy Review:** This policy will be reviewed annually to ensure that it remains relevant and effective. Any changes to the policy will be communicated to volunteers, staff, and community partners.
- **Continuous Improvement:** Feedback from volunteers, staff, and the community will be regularly solicited to identify areas for improvement. PLAY is committed to continuously enhancing the volunteer and community engagement program to better serve the needs of all stakeholders.

Appendix 1: Risk Assessment Guidelines

Section I: General Requirements

All Licensees must conduct a thorough risk assessment of their trading operations.

Risk assessments must include evaluations of:

- Physical safety risks (e.g., trip hazards, equipment stability)
- Fire hazards (e.g., use of open flames, electrical equipment)
- Environmental impact (e.g., waste management, use of chemicals)
- Public health risks (e.g., hygiene practices for food stalls)

Section II: Format and Submission

Risk assessments must be documented and include:

- Date of assessment
- Name of assessor
- Identified risks
- Control measures implemented
- Licensees must submit their completed risk assessment to PLAY prior to commencing trading. Updates must be submitted annually or when significant changes occur.

Section III: Review Process

- PLAY will review all submitted risk assessments to ensure compliance with market regulations.
- Licensees may be required to make adjustments or enhancements based on PLAY's feedback.
- Non-compliance with risk assessment requirements may result in suspension of trading privileges.

Appendix 2: Employment of Minors

Section I: Legal Framework

- Licensees must comply with the Employment of Children regulations under the Children and Young Persons Act 1933.
- No individual under the age of 13 is permitted to work within the market.

Section II: Work Hours and Conditions

Minors aged 13-15:

- Permitted to work a maximum of 12 hours per week during school term time.
- May work up to 2 hours on school days and Sundays, and up to 5 hours on Saturdays.

Minors aged 16-17:

- Permitted to work a maximum of 40 hours per week.
- Must not work more than 8 hours a day.

Section III: Supervision and Duties

- All minors must be directly supervised by an adult at all times.
- Minors are prohibited from engaging in hazardous tasks, including heavy lifting, operating machinery, or handling dangerous substances.
- Licensees must keep a register of all employed minors, including their working hours and parental consent forms.

Appendix 3: Smoking Area Plan and Code of Conduct

Section I: Designated Smoking Areas

- Smoking is strictly prohibited within Rawtenstall Market premises, except in designated smoking areas.
- The designated smoking area is located within the marked, blue-hatched rear yard, as shown on the attached market plan.

Section II: Market Code of Conduct

All Licensees and their staff must adhere to the following code of conduct:

- Treat all customers, fellow Licensees, and market staff with respect and courtesy.
- Refrain from using offensive or discriminatory language.
- Maintain a clean and presentable appearance while trading.
- Keep stalls and surrounding areas tidy and free of litter.
- Comply with all health and safety regulations.
- Avoid any activities that may disrupt the market environment or cause discomfort to others.
- Resolve disputes amicably and professionally.

Section III: Enforcement

- Breaches of the Code of Conduct will be addressed according to the Licence Compliance and Enforcement procedures outlined in the main document.
- Repeated or severe violations may result in suspension or termination of trading privileges.

Appendix 4: High-Risk Foods Guidelines

Section I: Definition of High-Risk Foods

High-risk foods include, but are not limited to, the following:

- Cooked meats and poultry.
- Dairy products such as milk, cheese, and cream.
- Eggs and egg products.
- Shellfish and other seafood.
- Cooked rice and pasta.

Section II: Handling and Storage Requirements

High-risk foods must be stored at the correct temperature:

- Cold foods at 5 °C or below.
- Hot foods at 63 °C or above.
- Licensees must regularly monitor and record food temperatures.
- Cross-contamination must be avoided by using separate utensils, surfaces, and storage for raw and cooked foods.

Section III: Hygiene Standards

- Licensees must ensure that all staff handling food are trained in food hygiene practices.
- Regular handwashing and the use of PPE (gloves, hairnets, etc.) are mandatory.
- All food preparation areas must be kept clean and sanitized regularly.

Section IV: Food Safety Inspections

- PLAY will conduct regular inspections to ensure compliance with these guidelines.
- Non-compliance may result in penalties, including suspension or termination of the Licence.

Appendix 5: Fines for Breaches

Minor breaches of the Market Licence Regulations can disrupt the smooth operation of Rawtenstall Market and negatively impact other Licensees and the public. To encourage compliance, the following fines will be imposed for specific infractions.

1. Failure to Display Licensee Identification: £25 per incident.
2. Late Setup of Stall (after 9:00 AM): £50 per incident.
3. Unauthorized Vehicle Movement During Market Hours: £75 per incident.
4. Exceeding Allocated Stall Space: £50 per incident.
5. Improper Waste Disposal (not using designated bins, leaving waste on-site): £50 per incident.
6. Failure to Maintain Cleanliness of Stall Area: £25 per incident.
7. Minor Violation of Noise Restrictions: £30 per incident.
8. Unauthorized Sale of Unapproved Goods: £50 per incident.
9. Failure to Adhere to Trading Hours: £50 per incident.
10. Failure to Provide Proof of Insurance: £100 per incident.
11. Unapproved Alterations to Stall: £75 per incident.
12. Failure to Obtain Necessary Certifications (e.g., PAT Testing for Electrical Equipment): £100 per incident.
13. Inappropriate Conduct Towards Staff or Customers: £100 per incident.
14. Breaches of Health and Safety Regulations: £150 per incident.
15. Failure to Attend Mandatory Meetings or Training: £50 per missed meeting/session.
16. Excessive Noise or Disturbance Beyond Minor Breaches: £75 per incident.
17. Unauthorized Subletting or Sharing of Stall: £200 per incident.

Enforcement Procedure

- **First Offense:** A verbal warning may be issued, with no fine imposed. The Licensee will be informed of the breach and given an opportunity to rectify the situation.
- **Subsequent Offenses:** The fine associated with the specific breach will be applied. PLAY Market Management will issue a written notice to the Licensee, detailing the breach and the amount of the fine.
- **Payment of Fines:** Fines must be paid within 14 days of the issuance of the notice. Failure to pay the fine within this period may result in additional penalties or escalation to more severe actions, including suspension or termination of the Licence.
- **Appeal Process:** Licensees have the right to appeal a fine if they believe it was unjustly imposed. The appeal must be submitted in writing to PLAY Market Management within 7 days of receiving the fine notice. The appeal will be reviewed, and a final decision will be communicated to the Licensee within 14 days.

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Rawtenstall Market Licensee Handbook 2024 - Policy Versions

| Policy Name | Version | Last Updated | Updated by |
|--|---------|-----------------|------------|
| Market Licence Regulations | 2.0 | 29 December '24 | SM |
| Code of Conduct | 3.0 | August 2024 | SM |
| Crisis Management and Business Continuity Plan | 1.0 | August 2024 | SM |
| Customer Care Charter | 2.0 | August 2024 | SM |
| Data Protection and Privacy Policy | 1.0 | August 2024 | SM |
| Environmental and Sustainability Policy | 1.0 | August 2024 | SM |
| Food Safety and Hygiene Policy | 1.0 | August 2024 | SM |
| Grievance Procedure | 3.0 | August 2024 | SM |
| Harassment and Anti-Bullying Policy | 2.0 | August 2024 | SM |
| Key Policy | 2.0 | August 2024 | SM |
| License Compliance and Enforcement Policy | 3.0 | August 2024 | SM |
| Social Media Policy and Procedure for Licensees | 1.0 | August 2024 | SM |
| Licensee Diversity and Inclusion Policy | 1.0 | August 2024 | SM |
| Volunteer and Community Engagement Policy | 1.0 | August 2024 | SM |
| Risk Assessment Guidelines (Appendix 1) | 1.0 | August 2024 | SM |
| Fees and Charges (Appendix 2) | 1.0 | August 2024 | SM |
| Employment of Minors (Appendix 3) | 1.0 | August 2024 | SM |
| Smoking Area Plan and Code of Conduct (Appendix 4) | 1.0 | August 2024 | SM |
| High-Risk Foods Guidelines (Appendix 5) | 1.0 | August 2024 | SM |

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