

WEEKEND OPEN-MARKET GUIDELINES, 2015

Payment of Market/Site Fees

Site fees shall be payable by pitch-holders at rates in the Schedule 1 as may be reviewed from time to time. Site fees shall be paid in advance no later than two clear days prior to the relevant market day.

Site location and size

The pitch-holder's site will be allocated by the Directorate of Gender, Community Services & Production, KCCA. The pitch-holder must keep within the boundaries marked for the pitch.

Days of Operation

The market will operate on Saturdays and Sundays including those Weekends which are public holidays but excluding Easter Sunday and also excluding any Sunday which occurs between Christmas Day and the day after New Year's Day. However, KCCA reserves the right to suspend the market on any Sunday where the holding of the market would unreasonably interfere with an event being held in the general vicinity and neighbourhood.

Hours of operation

- (i) Market hours will be 9.00am to 4pm. Stallholders may arrive from 8.00am and shall vacate the market area by 5.00pm.
- (ii) Loud product promotion by stallholders is not permitted.

Applications

- (i) Every vendor/trader intending to participate in the Open Market shall submit a written application to the Authority. The offices to receive these applications shall be the Directorate of Gender, Community Services & Production; as well as the offices of the Division Town Clerks in whose jurisdiction a road closure has been authorized.
- (ii) Acceptance and non-acceptance of applications will be at the sole discretion of KCCA under the stewardship of Director Gender, Community Services & Production and will be based on the information given by the applicant on their application. Approval or rejection shall be based on, among others, the availability of space in the locality of the proposed Open Market.
- (iii) KCCA reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by KCCA are final.
- (iv) On approval of an application, the applicant shall immediately proceed and pay the Market/Site fee prescribed in Schedule 1 hereto.
- (v) Pitch and Stall positions shall be at the sole discretion of the Steering Group.
- (vi) Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.

The Authority's consent to the stallholder to attend the market does not convey to the stallholder any on-going rights in relation to the open market into the future and such approval can be terminated at any time in writing and without any period of notice.

KCCA reserves the right to undertake any of the following actions without notice:

- (i) Re-locate a stallholder to another stall/pitch space within the market;
- (ii) Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
- (iii) Request that the stallholder undertake any reasonable measure which in the opinion of KCCA will improve the safety of the stall or to raise the level presentation of the stall and its products.

Cancellations and Refunds

- (i) NO refunds are given for cancellations that occur on market days and the Steering Group is not responsible for adverse weather conditions and as such there are no refunds for this reason.
- (ii) Where KCCA or the Steering Group cancels a market date at any time due to circumstances beyond our control, KCCA will provide a refund or hold over the funds to be applied to the next date when the open market shall be held.

Public Safety and Stall Presentation

- (i) Public access ways must be clear at all times.
- (ii) All stall equipment including racks, tables, signage etc. must be contained within the stall site boundaries. Tents, covers and all stall equipment must be erected securely and weighted or secured at all times. All equipment must in good repair and be operated in a safe manner.
- (iii) Stalls selling food products must comply with public health requirements and standards, including the examination and certification of the food handlers.
- (iv) Ensures that the surfaces and equipment used for the production and sale of food are suitable and kept hygienically clean at all times.
- (v) Traders should have appropriate means of disinfection e.g. antibacterial spray.

Inspections by KCCA's food safety team will audit the stalls against the stated food hygiene requirements.

Adverse Weather

The Open Markets will operate in varying weather conditions and stall/pitch holders must be prepared for adverse weather. No refunds/credits are given for the cancellation of markets and/or reduced trading hours on market days due to adverse weather conditions by the stallholder and/or

the Authority. Neither the Authority nor the Steering Group will be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

Waste and Rubbish Removal

- Stall/pitch holders are required to remove their own rubbish and waste from their immediate stall location. Boxes & cartons must be removed from the market area at the close of the open market. Failure to do so may result in an additional charge levied on the stall/pitch holder.
- The waste bins provided at the market are for the general public use only.
- Stall/pitch-holders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

General Code of Conduct and Responsibilities

- (i) Stallholders must respond co-operatively to any direction given by the Authority in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- (ii) Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate cancellation of their permit.
- (iii) Stallholders must ensure that their activities do not endanger the safety or security of any people at the Market.
- (iv) Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to the market site and any surrounding property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- (v) Stallholders must report to the Market Manager any incident or accident to any person or property that involves loss or could be expected to give rise to a claim. This should be recorded with the Market Manager on an Incident form.
- (vi) Stallholders shall not make or engage in any illegal power connections at the Sunday market.
- (vii) The Stall/Pitch-holders acknowledge and agree that KCCA shall not be liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:
 - Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading.
 - Any failure by the stallholder to sell the products;
 - Any journey from or to the market;
 - Anything occurring off the market site, including anything that occurs at market; or

- Damage or injury to any property or person as a direct or indirect consequence of participating in the Open Market.

Termination

KCCA reserves the right to withhold consent to a stallholder to occupy a stall at the open market, and to remove or to have removed from the said market any stallholder. This may be a result of a breach or non-compliance with these Guidelines and may include where a stallholder:

- (i) Fails to pay their stall fee atleast 2 clear working days before trading day;
- (ii) Fails to abide by the markets set-up or pack-up conditions;
- (iii) Fails to abide by the market's trading hours;
- (iv) Fails to abide by the terms and conditions of the market's Guidelines;
- (v) Fails to limit the products offered for sale to those approved in advance at the time of booking (as per your description);
- (vi) Commits a criminal act at the market; or
- (vii) Behaves in a manner that breaches the Market Guidelines herein contained.

All traders, caterers, their agents and employees ('Traders') are subject to these Guidelines and by attending the Open Market are agreeing to be bound by the said Guidelines.

SCHEDULE 1

Market Fees

Each pitch/stall in the open market shall measure 2.5 metres by 3 metres, and a Market Fee of UGX.10,000/= shall be payable therefor.