

# RULES AND REGULATIONS FOR MARKET PLACES IN VAASA

1.2.2018

A market place is the heart of any city and we want to cherish the old market tradition together with the traders. For many inhabitants and summer guests, Vaasa Market Square is a second living-room, a meeting place providing refreshment and recreation. For this reason, every trader must be kind and act respectfully towards everyone – paying attention to other traders (also those selling the same product), market place supervisors and summer workers, chance visitors, staff and, first and foremost, the customers.

1 § When applicable, the trader shall comply with these general rules and regulations when engaging in trading at a market place and other public area designated for trading. Further, the trader shall comply with his/her rental agreement; ordinance and generally accepted trading practice; instructions, orders and permits given by the City, police, health care, environmental and other authorities; as well as with valid legislation on trading.

2 § *Market place* means Vaasa Market Square and Palosaari market place. *Public area* means areas so designated in the local detailed plan, pursuant to Land Use and Building Act (5.2.1999/132), Section 83.

*Trading* means market trade, selling of Christmas trees as well as operating a café or a stall, etc. at a market place or other public area designated for trading.

*Trading lot* means a lot at a market place or other public area designated for trading, rented from the City.

*City and lessor* mean the City of Vaasa and its competent body, official or other representative. The competent body, official or other representative is determined by the City's valid code of practice.

*Lessee* means the one to whom the City has rented the lot and also the one who, in one way or the other, acts on behalf of the former.

*Trading stall* means a stall or a table in the trading lot, including the required inventory, equipment and apparatus.

3 § A trading lot is rented out for trading, in compliance with the City's decisions on the grouping, location and other arrangements concerning the trading lots.

4 § The trading hours are 7 am to 9 pm in 15 May – 31 August, and 7 am to 6 pm in 1 September – 14 May. Trading is also allowed in other times (so-called night trading) in trading lots reserved for foodstuff trading. A stall that is open during the night, must be closed at 5 am, at the latest.

The City reserves the right to alter the trading hours when it finds it appropriate.

The lessee may bring the stall, goods and vehicle or corresponding transport equipment, within the limits of his/her rental agreement, to the trading lot when the trading hours start, at the earliest. The stall, goods, vehicle or other transport equipment must be removed from the trading lot when the trading hours close; if not, the City may remove them at the lessee's expense.

A foodstuffs stall (restaurant cars and food trucks) can be parked overnight at Vaasa Market Square if trading is carried out daily between 11 am and 3 pm. In other cases, the stall must be transported from the Market Square. However, the stall need not be open on Sundays.

If a tent for customers is used by a foodstuffs trading lot, the tent must be dismantled and removed from the market place when the stall is closed.

White plastic chairs are not permitted in the market place.

- 5 § If a lessee does not arrive at his/her trading lot by 9 am, the City may rent out the lot to another lessee for the rest of the day. In that case, the City does not arrange a compensatory trading lot or refund the rent or any other charges. Further, the City does not compensate any other damages possibly suffered by the lessee.
- 6 § The lessee is obliged to accept the measures that may become necessary during the rental period, for instance, due to traffic, street maintenance and other arrangements. In that case, the City does not arrange a compensatory trading lot or refund the rent or any other charges. Further, the City does not compensate any other damages possibly suffered by the lessee.
- 7 § If the lessee informs the City that the trading lot will remain unused for a lengthy period of time, without interruptions, the City may rent out the lot to another lessee for the said time. In that case, the City does not arrange a compensatory trading lot or refund the rent or any other charges. Further, the City does not compensate any other damages possibly suffered by the lessee.
- 8 § Only articles specified in the rental agreement may be sold at the trading lot. Christmas trees may be sold at the market place on the condition that the trader will clean up the lot very carefully every day after the trading hours. The permit applies only to those traders who have bought an annual lot for themselves. An annual rental agreement cannot be made for a trading lot if the trading includes only Christmas trees.
- 9 § The stalls must be suitable for the market place environment and the cityscape. Restaurants converted from caravans or campervans will not be accepted as foodstuff stalls.
- 10 § The lessee must equip his/her trading lot with a clearly visible sign, specifying the trader's name, business ID and domicile.

11 § The trading lot and its surroundings must be kept clean and tidy, without trash, dirt and other waste. Any waste must be sorted in designated waste bins. The trading lot charge includes a waste disposal fee. If a trader is caught out for not sorting the waste, the lessor is entitled to impose the trader with a fine of 75 €.

The stall must be kept clean and tidy and in appropriate condition.

12 § Any inventories, equipment or apparatus provided for traders by the City must be used in a manner which does not harm or damage them.

13 § The lessee may not place his/her stall, inventories or, within the limits of his rental agreement, vehicle and corresponding transport equipment elsewhere than at his/her trading lot.

14 § Parking the vehicle or corresponding transport equipment at a market place or other public areas designated for trading other than for momentary loading or unloading, is prohibited unless otherwise decreed in the rental agreement. The rental agreement may allow selling from the vehicle, if the vehicle has been built for such a purpose, in the entire Market Square area.

Idling the vehicle or corresponding transport equipment at a market place or other public area designated for trading, is prohibited during trading hours.

15 § Trading may not be carried out in a way which causes inconvenience for traffic, rescue operations, the public or other traders.

16 § Trading may not give rise to inconvenience due to smell, noise, dust, smoke or other to near-by residents. The use of sound reproduction equipment is allowed in a manner agreed with the lessor.

17 § When trading at market places and other public areas designated for trading, the trader must always carry with him/her the necessary document to verify his/her trading right. When required, the said documents must be presented to the City as well as other permits possibly required in the trading and also account of the manufacturer and origin of the trade articles.

18 § The trading lot may not be surrendered, rented out or assigned to a third person or company.

19 § The City may take a separate decision on the grouping, location and other arrangements concerning the trading lots, in a manner deemed appropriate by the City.

20 § The City may also assign the trading arrangements concerning trade in market places or other public areas designated to trading, to the care of a third party.

21 § If a lessee neglects his/her obligation under the rental agreement, the lessor may after a written warning cancel the rental agreement with immediate effect, whereby the lessee is not entitled to a refund of any rental already paid by him/her. In addition, the lessee is obliged to compensate in full any damage caused to the City.

- 22 § Any disputes arising from the rental agreement that the City and the lessee cannot resolve in mutual negotiations, shall be settled by Vaasa City Court.
- 23 § The electricity supply to the market place is provided by a third party. The lessee shall agree on electricity supply with the electricity company. The lessor does not provide electricity supply to the market places.
- 24 § On market days, the arranger must provide those who have an annual lot, the first lot free of charge, the second lot at 20 € and the third at a normal price.

## Instructions for good market place practice

Upon entering into a market place agreement, I promise to comply with these instructions in addition to the rules and regulations governing trading at market places. With them, I promise to contribute to good community spirit, trading, and market place practice. In doing so, I promote a positive image of our city.

### As a trader

1. I am polite and serve with a smile.
2. I comply with market place rules and regulations and with generally accepted good trading principles.
3. I comply with my obligations towards taxation authorities and public operation, pursuant to legislation.
4. I respect other traders and their business. I demonstrate this in my behaviour every day.
5. I do not damage the property of other traders.
6. I do not call names or speak ill of other traders.
7. I do not photograph other traders' trading lots, products or customers without their consent.
8. I do not copy products sold by other traders.
9. I try to help other traders and customers at the market place.
10. I am committed to improving the community spirit at the market place.
11. I maintain my stall clean and tidy and in good condition.
12. I treat my customers in a fair and equal manner.
13. In case of a conflict, I discuss with the opposing party and if we cannot agree, I contact the lessor to resolve the matter.
14. I contribute to the safety of the market place. If I detect any safety defects or suspicious activities, I inform the authorities thereof.
15. I promote energetic and sunny Vaasa in a positive manner!

In case of breach against the rules and instruction, a written warning is issued for the first incidence, a trading ban of two weeks for the second incidence, and a trading ban for the entire trading season for the third incidence.