

Beau Bassin/Rose Hill (Markets) (Amendment) Regulations 2014

GN No. 7 of 2015

Government Gazette of Mauritius No. 10 of 31 January 2015

THE LOCAL GOVERNMENT ACT

Regulations made by the Municipal Town Council of Beau Bassin Rose Hill under sections 50(2)(d) and 163 of the Local Government Act

1. These regulations may be cited as the **Beau Bassin/Rose Hill (Markets) (Amendment) Regulations 2014**.

2. In these regulations —

“principal regulations” means the Beau Bassin - Rose Hill (Markets) Regulations 2013.

3. The principal regulations are amended —

Schedule A [Regulation 2] is deleted and is replaced by the following —

SCHEDULE A

[Regulation 2]

OCCUPATION CONTRACT

Between the Municipal Town Council of Beau Bassin Rose Hill represented by its Mayor and by its Chief Executive

The Lessor

AND

Mr/Mrs/Miss.....

NIC No.....

of

The Lessee

It has been agreed as follows —

1. The Lessee is authorised to trade on stall number..... by the lessor in section in the Rose Hill/Beau Bassin Market.
2. The aforesaid authorisation shall cover the period of months as from to.....
3. In consideration for the said authorisation, the lessee hereinafter referred to as the stallholder, shall pay a yearly market fee which amounts to rupees(Amount in words:) and shall pay in 2 equal instalments, the first being payable on or before 31 January and the second being payable on or before 31 July of the current year or annually on or before 31 January.

Such payment shall be made at the Council's Cashier's Office.

4. (1) Failing the payment by the lessee by the due date of the market fee referred to in paragraph 3, the Council may rescind the contract by notice in writing and without judicial or extra judicial process.

(2) Such rescission shall be without prejudice to any other action which the Council may be entitled to take against the lessee. The lessee shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.

5. In case the lessee passes away before the expiry date of the contract, any of his child/children or his/her surviving spouse named by him in this agreement, or any document addressed by the lessee to the Council on the date of the signature of this agreement, shall continue to occupy the stall no.....for the remaining period of the said contract. After that period the Council may enter in a new contract for a further period not exceeding 3 years with the said person on his own name if the latter satisfies the following conditions —

- (a) be a resident of the Council [documents to be produced — receipt of a utility bill (e.g CEB, CWA and telephone) or electoral list];
- (b) have reached his/her eighteenth birthday at the time of C submission of the Expression of Interest (copy of National Identity card and birth certificate to be produced);
- (c) preference shall be given to the unemployed (unemployment registration card to be produced at the time of submission);.
- (d) not already be the holder of any stall, shop or other place inside a market or fair or in any other place or business [evidence to be produced in submission of Expression of Interest (e.g. sworn affidavit)].

6. (1) The Council reserves its right to cause any stall to be so altered, repaired and reconstructed as it may deem advisable without payment of any compensation to the lessee. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any stall should the Council consider it advisable.

(2) In the latter case the Council will place at the disposal of the lessee such other stall or stalls as may be advisable in order to enable him to continue his trade.

7. Where the lessee be found guilty by a Court of an offence against these regulations or any other enactment relating to trade in a market or Fair or the sale of food for human consumption, the Council shall rescind the contract by notice in writing and without any judicial or extra judicial process. In that case, the lessee shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.

8. If the lessee makes use of any electric appliances or refrigerator he shall have to make his own arrangement with the CEB for the supply of electricity with the approval of the Council.

9. The lessee shall be responsible for the good maintenance of the stall allotted to him. He shall make good at his own costs all damages caused to his stall in the exercise of his trade. He shall replace at his own costs such articles as defective tiles and worn out chopping blocks.

10. The lessee shall not sublet the stall under this contract to any other person during the term of this contract. Should the Lessee have done so, the present contract shall be deemed to have been terminated or rescinded forthwith and paragraph 4(2) above shall apply. There shall be no need for the Council to have recourse to serve any notice in writing or any judicial or extra judicial process but there is nothing which precludes it to do so, if the Council deems it necessary.

Made in duplicate

At the TOWN HALL of the Municipal Town Council of Beau Bassin Rose Hill

.....
The Lessee	The Mayor	The Chief Executive
Name Mr/Mrs/Miss	Name Honourable	Name Mr/Mrs/Miss
.....

This...../...../.....
Date Month Year

4. Schedule C is deleted and replaced by the following —

SCHEDULE C
MARKET FEES
Rose Hill Market

SECTION	STALL NO.	YEARLY FEE (Rs)
Spices	1	9,750
Spices	2	9,750
Spices	3	9,750
Spices	4	9,750
Spices	5	9,300
Spices	6	9,300
Spices	7	9,750
Spices	8	9,750
Spices	9	9,750
Spices	10	9,750
Access	11	
Vegetable	12	8,625
Vegetable	13	7,125
Vannerie	14	7,500.50
Vannerie	15	5,850
Vannerie	16	5,850
Vannerie	17	7,350
Vannerie	18	7,350
Access	19	
Access	20	
Fruit	21	7,350
Fruit	22	7,350
Fruit	23	8,047.50
Fruit	24	8,047.50
Fruit	25	7,372.50
Fruit	26	7,372.50
Access	27	
Vegetable	28	8,025
Vegetable	29	8,025
Medicinal	30	4,350
Vegetable	31	8,025
Vegetable	32	8,025
Vegetable	33	8,340
Vegetable	34	7,687.50
Vegetable	35	7,687.50
Vegetable	36	8,025
Vegetable	37	8,025
Vegetable	38	8,025
Vegetable	39	8,025
Vegetable	40	8,025
Vegetable	41	8,025

Vegetable	41 Bis	8,025
Access	42	
Vegetable	43	8,025
Vegetable	44	8,025
Vegetable	45	8,025
Vegetable	46	8,025
Vegetable	47	8,025
Vegetable	48	8,025
Vegetable	49	8,025
Vegetable	50	7,687.50
Vegetable	51	7,687.50
Vegetable	52	9,090
Vegetable	53	9,090
Vegetable	54	8,340
Vegetable	55	8,340
Vegetable	56	8,340
Vegetable	57	8,340
Access	58	
Vegetable	59	7,350
Vegetable	60	7,350
Vegetable	61	7,350
Vegetable	62	8,850
Vegetable	63	8,850
Vegetable	64	7,350
Vegetable	65	8,850
Vegetable	66	8,850
Vegetable	67	7,350
Vegetable	68	7,350
Vegetable	69	7,350
Vegetable	70	7,350
Access	71	
Vegetable	72	8,340
Vegetable	73	8,340
Vegetable	74	8,340
Vegetable	75	8,340
Vegetable	77	9,840
Vegetable	78	11,250
Vegetable	79	9,125
Vegetable	80	9,125
Vegetable	81	8,025
Vegetable	82	8,025
Vegetable	83	8,025
Vegetable	84	8,025
Vegetable	85	7,012.50
Vegetable	86	7,012.50
Vegetable	87	7,012.50
Vegetable	88	7,012.50
Vegetable	89	10,425

Vegetable	90	10,425
Vegetable	91	10,425
Vegetable	92	10,425
Vegetable	93	10,425
Vegetable	94	10,425
Vegetable	95	10,425
Vegetable	96	10,425
Vegetable	97	10,425
Vegetable	98	10,425
Vegetable	99	10,425
Vegetable	100	10,425
Vegetable	101	10,425
Vegetable	102	10,425
Vegetable	103	10,425
Vegetable	104	10,425
Vegetable	105	10,425
Vegetable	106	10,425
Access	107	
Fruit	108	8,850
Fruit	109	8,850
Fruit	110	8,850
Fruit	111	8,850
Fruit	112	8,850
Fruit	113	8,850
Fruit	114	8,850
Fruit	115	8,850
Fruit	116	8,850
Fruit	117	8,850
Fruit	118	8,850
Fruit	119	8,850
Access	120	
Fruit	121	8,850
Fruit	122	8,850
Fruit	123	8,850
Vegetable	124	10,425
Vegetable	125	10,425
Vegetable	126	10,425
Vegetable	127	10,425
Vegetable	128	10,425
Vegetable	129	10,425
Vegetable	130	10,425
Vegetable	131	10,425
Vegetable	132	10,425
Vegetable	133	10,425
Vegetable	134	10,425
Vegetable	135	10,425
Vegetable	136	10,425
Vegetable	137	10,425

Vegetable	138	10,425
Vegetable	139	10,425
Vegetable	140	10,425
Vegetable	141	8,340
Vegetable	142	8,340
Vegetable	143	8,340
Vegetable	144	8,340
Vegetable	145	8,340
Vegetable	146	8,340
Vegetable	147	8,340
Vegetable	148	8,340
Vegetable	149	8,340
Vegetable	150	8,340
Vegetable	151	8,340
Vegetable	152	8,340
Vegetable	153	8,340
Vegetable	154	9,090
Vegetable	155	9,090
Bread	156	9,525
Bread	157	8,340
Bread	158	8,025
Bread	159	9,750
Bread	160	11,250
Bread	161	9,750
Access	162	
Bread	163	12,001.50
Newspapers	164	7,350
Snacks	165	10,815
Bread	166	7,350
Bread	167	7,350
Bread	168	7,350
Tea& Cakes	169	7,350
Tea& Cakes	170	7,350
Tea & Cakes	171	7,350
Tea & Cakes	172	7,350
Tea & Cakes	173	7,350
Tea & Cakes	174	7,350
Tea & Cakes	175	7,350
Tea & Cakes	176	7,350
Tea &Cakes	177	7,350
Tea & Cakes	178	7,350
Inspectors Office	179	
Access	180	
Access	181	
Access	182	
Access	183	
Vegetable	184	8,340

Vegetable	185	8,340
Vegetable	186	8,340
Vegetable	187	8,340
Vegetable	188	8,340
Vegetable	189	8,340
Vegetable	190	8,340
Vegetable	191	8,340
Vegetable	192	8,340
Vegetable	193	8,340
Vegetable	194	8,340
Vegetable	195	8,340
Vegetable	196	8,340
Vegetable	197	8,340
Vegetable	198	8,340
Vegetable	199	8,340
Vegetable	200	8,500
Vegetable	200bis	8,500
Vegetable	201	8,500
Vegetable	202	8,500
Vegetable	203	8,340
Vegetable	204	8,340
Vegetable	205	12,250
Vegetable	206	12,250
Vegetable	207	9,090
Vegetable	208	9,090
Access	209	
Access	210	
Vegetable	211	8,340
Vegetable	212	8,340
Vegetable	213	8,340
Vegetable	214	8,340
Vegetable	215	8,340
Flower	1	8,850
Flower	2	8,850
Flower	3	8,850
Flower	4	8,850
Flower	5	8,850
Flower	6	8,850
General Retailer	7	8,025
General Retailer	8	8,025
Snacks	9	9,866.25
Snacks	10	9,866.25
Snacks	11	9,867.50
Poultry	1	9,300
Poultry	2	9,300
Poultry	3	9,300
Poultry	4	9,300
Poultry	5	8,850

Poultry	6	8,850
Poultry	7	8,850
Poultry	8	8,850
Porc	1	10,522.50
Porc	2	9,000
Porc	3	9,000
Porc	4	9,000
Porc	5	9,000
Fish	1	11,400
Fish	2	25,062.81
Fish	3	11,400
Fish	4	11,400
Fish	5	26,875
Fish	6	11,400
Fish	7	11,400
Fish	8	11,400
Fish	9	9,750
Fish	10	10,425
Fish	11	9,750
Fish	12	10,425
Fish	13	9,750
Fish	14	10,425
Goat	15	3,840
Goat	19	3,840
Goat	23	6,375
Goat	24	3,525
Goat	25	6,375
Goat	26	3,525
Goat	27	6,375
Goat	28	9,060
Venison	16	7,687.50
Venison	18	7,687.50
Venison	17	9,375
Venison	20	6,768.75
Venison	21	8,562.50
Venison	22	6,768.75
Beef	29	16,905
Beef	30	16,905
Beef	31	8,750
Beef	32	8,750
Beef	33	9,000
Beef	34	9,187.50
Beef	35	9,000
Beef	36	9,000
Beef	37	9,000
Beef	38	9,625
Beef	39	9,000
Beef	40	9,876.25
Beef	41	9,000

Beef	42	9,000
Beef	43	16,905
Beef	44	8,750
Beef	45	9,000
Beef	46	8,500
Beef	47	9,187.50
Beef	48	9,000
Beef	49	9,750
Beef	50	9,000
Beef	51	9,000
Beef	52	9,000
Beef	53	9,000
Beef	54	9,000
Beef	55	9,000
Beef	56	9,000
Offal	1	3,000
Offal	2	3,000
Offal	3	3,000
Offal	4	3,000
Offal	5	3,000
Offal	6	3,000
Offal	7	3,000
Offal	8	3,000
Offal	9	3,000
Offal	10	3,000
Offal	11	3,000
Offal	12	3,000
Offal	13	3,000
Offal	14	3,000
Offal	15	3,000
Offal	16	3,000
Offal	17	3,000
Offal	18	3,000
Offal	19	3,000
Offal	20	3,000
Offal	21	3,000
Offal	22	3,000
Offal	23	3,000
Offal	24	3,000
Offal	25	3,000

SCHEDULE C
MARKET FEES
Beau Bassin Market

SECTION	STALL NO	YEARLY FEE
---------	----------	------------

		(Rs)
VEGETABLE	1	8,625
VEGETABLE	2	8,625
VEGETABLE	3	8,625
VEGETABLE	4	8,625
FRUIT	5	8,625
VEGETABLE	6	8,776.25
VEGETABLE	7	8,512.50
VEGETABLE	8	8,512.50
VEGETABLE	9	8,175
VEGETABLE	10	8,625
VEGETABLE	11	8,625
VEGETABLE	12	8,625
VEGETABLE	13	8,625
VEGETABLE	14	8,625
VEGETABLE	15	8,625
FRUIT	16	8,625
VEGETABLE	17	8,625
VEGETABLE	18	8,625
VEGETABLE	19	8,287.50
VEGETABLE	20	8,125
VEGETABLE	21	8,125
VEGETABLE	22	8,625
VEGETABLE	1	9,000
VEGETABLE	2	9,000
VEGETABLE	3	10,000
BEEF	4	9,300
BEEF	5	9,300
BEEF	6	9,000
BEEF	7	9,000
BEEF	8	9,000
BEEF	9	9,000
POULTRY	1	8,850
POULTRY	3	8,850
POULTRY	2	8,850
POULTRY	4	70,000
POULTRY	5	70,000
F1SH	6	9,000
FISH	7	13,781.25
POULTRY	8	8,637.50
GOAT	9	9,625
PORK	1	8,100
PORK	2	10,000
OFFAL	1	4,250

SCHEDULE C
MARKET FEES
Arab Town

SECTION	STALL NO	YEARLY FEE (RS)
Fancy Goods	1	27,750
Fancy Goods	2	27,750
Fancy Goods	3	27,750
Fancy Goods	4	27,750
Fancy Goods	5	27,750
Fancy Goods	6	27,750
Fancy Goods	7	(exempt)27,750
Fancy Goods	8	27,750
Fancy Goods	9	27,750
Fancy Goods	10	27,750
Fancy Goods	11	27,750
Fancy Goods	12	27,750
Fancy Goods	13	27,750
Victualler	14	27,750
Fancy Goods	15	27,750
Fancy Goods	16	27,750
Victualler	17	27,750
Seller of Lottery	18	27,750
Fancy Goods	19	27,750
Fancy Goods	20	27,750
Fancy Goods	21	27,750
Fancy Goods	22	27,750
Fancy Goods	23	27,750
Fancy Goods	24	27,750
Fancy Goods	25	27,750
Fancy Goods	26	68,950
Fancy Goods	31	100,950
Fancy Goods	32	27,750
Fruit	33	27,750
Fancy Goods	34	27,750

Victualler	35	27,750
Fancy Goods	36	27,750
Fancy Goods	37	27,750
Fruit	38	27,750
Fancy Goods	39	27,750
Fancy Goods	40	27,750
Fancy Goods	41	27,750
Fancy Goods	42	27,750
Fancy Goods	43	27,750
Fancy Goods	44	80,616.50
Fruit	45	27,750
Fancy Goods	46	27,750
Fancy Goods	47	27,750
Fancy Goods	48	27,750
Fancy Goods	49	27,750
Victualler	50	27,750
Victualler	51	27,750
Victualler	52	27,750
Victualler	53	27,750
Fancy Goods	54	27,750
Fancy Goods	55	327,050
Fancy Goods	56	326,450
Fancy Goods	57	327,050

5. These regulations shall come into operation on 1 January 2015.

Made by the Municipal Council of Beau Bassin Rose Hill on 3 September 2014.