

Barkly Fair (Amendment) Regulations 2014

GN No. 8 of 2015

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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 **Barkly Fair (Amendment) Regulations 2014**.

2. In these regulations —

“principal regulations” means the Barkly Fair 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 authorized to trade on stall number.....by the lessor in section.....in the Barkly Fair at Nelson Mandela Street, Barkly Beau Bassin.
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 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
The Barkly Market/Fair

SECTION	STALL NO.	YEARLY FEE
		(Rs)
Vegetable	1	7250
Vegetable	2	7,250
Vegetable	3	7,250
Vegetable	4	7,250
Vegetable	5	7,250
Vegetable	6	7,250
Vegetable	7	7,250
Vegetable	8	7,250
Vegetable	9	7,250
Vegetable	10	7,250
Vegetable	11	7,250
Vegetable	12	7,250
Vegetable	13	7,250
Vegetable	14	7250
Vegetable	15	7,250
Vegetable	16	7,250
Vegetable	17	7250
Vegetable	18	7,250
Vegetable	19	7250
Vegetable	20	7,250
Vegetable	21	7,250
Vegetable	22	7,250
Vegetable	23	7,250
Vegetable	24	7,250
Vegetable	25	7,250
Vegetable	26	7250
Vegetable	27	7250
Vegetable	28	7250
Vegetable	29	7,250
Vegetable	30	7250
Vegetable	31	7250
Vegetable	32	7250
Vegetable	34	7,250
Fancy Goods	1	7250
Fancy Goods	2	7250
Fancy Goods	3	7250
Fancy Goods	4	7250
Fancy Goods	5	7250
Fancy Goods	6	7,250

Fancy Goods	7	7,250
Fancy Goods	8	7,250
Fancy Goods	9	7,250
Fancy Goods	10	7,250
Pork	1	7,250
Pork	2	7,250
Fish	1	7,250
Fish	2	7,250
Poultry	1	7250
Poultry	2	7250
Beef	1	7,250
Beef	2	7,250

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.