

## **District Council of Flacq (Bel Air Market/Fair) Regulations 2024**

**GN No. 109 of 2024**

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### **THE DISTRICT COUNCIL OF FLACQ**

**Regulations made by The District Council of Flacq under Sections 50(2) (d), 56, 57, 58 and 163 of the Local Government Act 2011**

1. These regulations may be cited as the **District Council of Flacq (Bel Air Market/Fair) Regulations 2024**.

2. In these regulations –

"Administrative Fee" means the fee levied by the Council as regards to transfer, and shifting of Stalls;

"Agent" means any person duly appointed in writing as agent by the stallholder and approved by the Council;

"Annual fee" means the yearly fees payable by the stallholder in respect of his stall as prescribed in the fourth schedule;

"Authorized article" means articles listed in regulation 6;

"Authorized Officer" means an Inspector of the Council or any Police Officer or any Officer designated by the Chief Executive;

"Authorized Premises" means a premise or area which is lawful and is in compliance with relevant laws;

"Chairperson" means the Chairperson of the Council;

"Chief Executive" means the Chief Executive of the Council;

"Contract" means the Stall Authorization Contract or Booth Authorization contract in the form set out in First and second schedule respectively or as the Council may otherwise determine;

"Contractor" means an independent entity or person that agrees to furnish materials, equipment, personnel and or services that meets or exceeds stated requirements or specifications at a tendered price and to perform work within specified time;

"Council" means the District Council of Flacq;

"Employee" means any person employed by the stallholder to occupy his stall /shop/space as the Council may approve and who is duly registered with National Pension Fund of the Ministry of Social Integration, Social Security and National Solidarity and Reform institutions and shall be subject to all District Council market/Market/Fairs Regulations made by the Council under the Local Government Act;

"Market/Fair" means a space in or out of the precincts of a market designated and regulated by the Council under its control for the sale and purchase of authorized articles or such other place, which may be designated by the Council;

"Identification card" means the card as specified in the third Schedule;

"Inspector" means an officer of the Council appointed for the control and supervision of Market/Fairs;

"Meat" includes every edible part of any animal fit for human consumption;

"Minister" means the Minister to whom responsibility for the subject of local government is assigned;

"Occupier" means the person to whom a stall has been allocated by the Council;

"Sanitary Authority" has the same meaning as in the Public Health Act;

"Seafood" means any marine organism or animal and includes shells, corals, fish, whether the seafood is salted, dried or frozen, cooked or raw;

"Shifting" means to move from one stall to another or from one section to another;

"Stall" means any stand, space, booth, or place in a Market/Fair from which authorized articles are sold;

"Stallholder" means person authorized by the Council to occupy a stall inside the Market/Fair for the sale of authorized articles;

"Survey" means the collection of information regarding the occupancy of stalls in Market/Fairs;

"Transfer" means change of ownership and it includes transfer from one name to Another;

"Vegetable" includes tubercules and any herbs, creepers or leaves and such other things that the Council may designate;

"Vehicle" means any motorcycle, auticycle, car, lorry, minibus, light truck, Goods Vehicle, Velocipedes, bicycle, tricycle, van;

3. The Bel Air Market/Fair is situated on the Link Road Between the villages of Trou D'eau Douce and Bel Air Rivière Sèche Vis à vis the Medi clinic;

4. (a) The Market/Fair shall be held on such days and at such times as may be approved by the Council;

(b) The Market/Fair shall open at 5.00 a.m. and close at 18.00 p.m. on every Wednesdays and Sundays for sale of vegetables. The haberdashery section and the food court section and fish, meat, poultry, goat and venison shall be operational on a 7-day basis as from 5:00 a.m. to 18:00 p.m. unless otherwise directed by the Chief Executive.

(c) The stallholder shall remove all his articles within a period of half an hour as from 17.30 p.m. on every Market/Fair day. The Council shall remove and dispose of all leftovers during the cleaning of the Market/Fair. The stallholder shall not be entitled for the payment of any indemnity whatsoever in respect of any goods left behind.

(d) After closing hours of the Market/Fair, no unauthorized persons shall be allowed to remain in the Market/Fair compound.

5. The Market/Fair shall be divided into the following specific sections and the size and location of each stall in the Section shall be determined by the Council.

(a) **Food Court (A, B, C and D) Sections**

	<b>Type</b>	<b>Size</b>
(i)	A	13.9 m <sup>2</sup>
(ii)	B	11.9 m <sup>2</sup>

(iii) C 7.2 m<sup>2</sup>

(iv) D 6.9 m<sup>2</sup>

(b) **Meat, Pork, Venison, Fish, Beef Section**

These Stalls are meant for the sale of meat, pork, venison, fish, chicken and beef as allocated to the holder. The size are as follows:

(i) Pork, Goat, Beef, Fish: 12.8 m<sup>2</sup>

(ii) Chicken /Fish: 9.6 m<sup>2</sup>

(c) **Vegetable / Groceries / Fruits! Eggs Section**

Each stall is of dimension of 0.9 m x 1.6 m and is meant for the sale of vegetables, fruit or groceries.

(d) **Haberdashery Section**

Each booth is of a dimension of 6.5 m<sup>2</sup> and meant for the sale of Haberdashery products or such other articles as may be approved by the Council.

(e) **Parking Space**

The Parking of the Market/Fair shall be situated within the precincts of the Market/Fair premises.

(f) **The Loading and Unloading Bay**

The loading and unloading bay shall be situated in front of the Market/Fair or any other site as may be determined by the Council.

6. (I) The following articles shall, subject to regulation (7), be authorized articles that may be sold in the Market/Fair: –

(a) Bread, prepared foodstuff, biscuits, pastries and any other edible confectioneries;

(b) Full grown fruits, vegetables, roots, tubers, cabbage, creepers, betel leaves;

(c) Grain for seed and consumption and pulses, seed and seedlings;

- (d) Milk, infused tea, coffee and cocoa, cakes, sweets toddy, curd, fresh butter, lemonade, soda water, non-alcoholic beverages, juice and other authorized soft drinks and bottled water;
- (e) Groceries, curry powder and other culinary preparations, salt, pepper, candles, soap, sandalwood, edible cooking oil, ghee, butter and pickles/jam, religious items;
- (f) Shells, flowers and "bouquets";
- (g) Books, stationery, newspapers, magazine, CDs and DVDs, engravings; postcards, photographic materials, greeting cards and toys;
- (h) Haberdashery, clothing, ready-made garments, shoes, earthenware, chinaware, small hardware articles; fancy goods and furniture of local manufacture/ imported,
- (i) Straws hats and bonnets, brooms, brushes, vacoas bags, baskets and other wicker works of local manufacture;
- (j) Manufactured tobacco;
- (k) Medicinal plants;
- (l) Eggs, fish, meat, and crustacea;
- (m) Cosmetics;
- (n) Salted fish, dried octopus and dried shrimps;
- (o) Utensils and cutlery and plastic ware
- (p) Knives and billhooks to be placed in shelves properly locked and not displayed in such a way to get direct access by members of the public;
- (q) Fire crackers or any other workmanship related with fireworks.
- (r) Products locally manufactured by Small and Medium Enterprise Entrepreneur
- (s) Fire crackers or any other workmanship related with fireworks may be sold in the Market/Fair save and except with written authorization from the

Council upon payment of an occasional fee in accordance to the Twelfth Schedule of the LGA 2011.

- (t) The following activities may be carried out at the fair in the haberdashery section subject to written approval of the council:
  - (i) Tailor (Male),
  - (ii) Tailor (Female),
  - (iii) Hairdresser (male),
  - (iv) Hairdresser(female),
  - (v) Shoemaker,
  - (vi) Repair of Mobile & sale of accessories

(II) An authorized officer may take such steps to prevent any article from being sold or exposed for sale in the fair or introduced therein other than those in compliance with the provisions of these regulations.

7. (I) No fresh or frozen fish or meat or crustacea shall be sold in the fair except in authorized booths or stalls provided for that purpose

(II) No locally grown mushrooms, except the kind commonly called "champignon grossepatte", shall be sold in a Market/Fair.

(III) No beetroot, carrot, parsnip, manioc, potato, radish, sweet potato, turnip, ground nut or another root which have not been properly washed and cleaned shall be sold in the Market/Fair.

## **8. Management of stalls at Market**

### **(I) ALLOCATION**

- (a) Notwithstanding the Landlord and Tenant Act, the Council may
  - (i) after inviting expression of interest and by contract, authorize any person to occupy any stall, shop or other place inside the Market/Fair or such other space which it controls or manages on such terms and conditions as laid down in the First Schedule of this Regulation, or

- (ii) After calling for tenders and by contract, authorize any person to occupy any other premises which it controls or manages, on such terms and conditions as it may determine.
- (b) An Authorization under paragraph (a) shall be for a period of not more than 3 years but may be expressly renewed for further periods not exceeding three years, on such terms and conditions including a revision of any fee payable as the Council may determine in each particular category.
- (c) Except with the approval of the Minister, a Local Authority shall not:
  - (i) Suspend, revoke or fail to renew an authorization granted under paragraph (a);
  - (ii) Where it has the option not to renew a contract entered under paragraph (a), exercise that option; or
  - (iii) vary the terms and conditions of an authorization granted under Paragraph (1).
- (d) It shall also be lawful for the Council to decide upon the number of stalls or spaces to be allocated to any, stallholder/occupier which number shall not exceed two.
- (e) It shall not be lawful for a stallholder to sublet or assign or cede the stall allotted to him to any other person.

## **(II) SUSPENSION AND REVOCATION OF STALL**

- (a) Should the occupier be found guilty, by Court of Law for an offence under the Legal Metrology Act 1985 and the Supplies Control Act or The Public Health Act. the Council may subject to the approval of the Minister of Local Government and Disaster Risk Management, rescind the contract by notice in writing and without any judicial or extrajudicial process. In that case, the Occupier shall forthwith vacate the stall and remove all articles there from and he shall not be entitled to any indemnity whatsoever.
- (b) It shall be lawful for the Council to recommend revocation of a stall:
  - (i) in case a stall holder is in arrears to the Council for a period of more than 3 consecutive months;

- (ii) the Stallholder is not occupying the stall for a period of 3 months;
- (iii) the stallholder has sold, transferred, ceded, let, assigned or otherwise disposed of the right of occupation.

### **(III) SHIFTING OF STALL**

It shall be lawful for the Council to approve the shifting of stall after inviting Expression of Interest amongst the stallholders of the Market/Fair. The stallholder shall surrender his previous prior to shifting to his new stall.

### **(IV) TRANSFER OF STALL**

It shall be lawful for the Council to consider transfer of stall. Transfer of stall will be allowed as per Directives and Guidelines of the Ministry of Local Government and Disaster Risk Management and relevant documents have to be submitted regarding the transfer. Final transfer of stall will be upon approval of the Ministry of Local Government and Disaster Risk Management and/or relevant authority.

The Council may proceed with transfer of stalls to agents/employee subject to the following criteria:

- (a) The authorized stallholder to submit request letter for transfer of the stall to the agent working for him
- (b) The letter to be accompanied by supporting documents such as copies of National Identity Card and other relevant documents
- (c) The agent/employee should have occupied the respective stalls for a minimum period of three years
- (d) The agent/employee should be unemployed and shall be at least 18 years old
- (e) The agent/employee should not already be holder of any stall, shop or other place in a market/Market/Fair or any place of business
- (f) The approval of the Ministry of Local Government and Disaster Risk Management would invariably be sought for the transfer of stalls to the agents/employee.



## **(V) SURRENDER OF STALL**

It shall be lawful for a Stallholder to surrender his stall at any point in time and same has to be communicated to the Council in writing. All arrears due on the said stall have to be settled within fourteen (14) days.

The said arrears shall be thereafter due and demandable forthwith.

9. (I) Every stallholder selling by weight or measure in a Market/Fair shall be bound to have his own appropriate weights, measures and instruments, duly assize under the Legal Metrology Act 1985. Every person selling by weight shall be bound to have a self-indicating weighing instrument.

(II) The weighing instrument shall be placed in such a position that the weighing of goods and the indicated weight are simultaneously clearly visible to the purchaser.

(III) A set of appropriate weights, measures and instruments, duly assized under the Legal Metrology Act 1985, shall be kept at the office of the Inspector in charge of the Market/Fair.

(IV) It shall be lawful for any customer to request an inspector on duty in the Market/Fair to use an official duly assized weighting instrument to verify the weight and measure of his goods, and should the said weight and/or measure not be found correct, the stallholder shall be bound to make up the difference.

(V) Any authorized article brought into the Market/Fair shall be exposed in full view of the general public.

(VI) The price of every article exposed for sale in the Market/ Fair shall be conspicuously affixed on the article.

## **10. Obligations of Stallholders**

(I) Each stallholder shall strictly comply with the following obligations:

(a) It is prohibited for a stall holder, his agent or employee, to obstruct or to expose articles for sale on any passage, pavement or open space between or on the sides of stalls, or to hang articles in front of his stall.

(b) It shall not be lawful for a stallholder, his agent or employee, to sit or to lie down on or beneath benches, tables, or stall of the Market/Fair, or to place

on or beneath such benches, tables or stalls any articles other than those that are offered for sale unless authorized by an Inspector.

- (c) (i) It shall not be lawful for a stallholder, his agent or employee, to throw or cause to be scattered any straw leaves, stones, kernels, part of any fruit, peelings of any kind or refuse of any sort in the Market/Fair alley; or any other place within the precincts of the Market/Fair.
- (ii) Every Stallholder will be responsible to keep all such refuse in a receptacle approved by an Inspector and to be deposited at such places and times as ordered by an Inspector.
- (d) It shall not be lawful for a stallholder to use water, other than from taps provided for that purpose in the Market/Fair.
- (e) A Stallholder shall not be allowed to wash and clean vegetables in the premises of the Market/Fair.
- (f) A Stallholder shall carry his activity in such a manner as not to incommode in any way whatsoever the neighboring stall occupiers.
- (g) A Stallholder shall not be allowed to use an amplifier or play music in a loud tone or any other electronic device causing noise disturbance to other stallholders or members of the public.
- (h) Every stallholder shall keep his stall, the adjoining passage and the space beneath his stall clean at all times.
- (i) Every stallholder shall on demand produce to an inspector, a document or information establishing to the satisfaction of the inspector, the particulars of the planter or the owner (if the seller is not selling vegetables grown by himself) of the vegetables exposed for sale by him at his stall in the Market/Fair.
- (j) (i) All stallholders dealing in haberdashery products, handicraft products, victuals, sale of cakes, retail of Foodstuffs and non-foodstuff and any other activities where gas stoves are used must be in possession of a Fire Extinguisher of 2.5 kg ABC dry powder capacity at all material time While carrying out their activity in the Market/Fair.

- (ii) Fire Extinguishers shall be in good working conditions at all times and be replaced prior to their expiration date.
- (K) (i) (1) No stallholder shall hawk or cry for sale of goods in the Market/Fair or in its precincts
- (2) No stallholder shall leave his stall for the purpose of advertising his goods by gestures, shouting or demonstration or to stop any person in any manner whatever for the purpose of inducing him to examine or buy his goods.
- (ii) (1) No Stallholder shall sell any article on a specific stall other than that for which it has been designated or authorized to.
- (2) There shall be provided between any two rows of spaces or stalls in any Market/Fair free passage to enable the free movement of customers and other users of such passage.
- (iii) Any article brought for sale into the Market/Fair shall be openly exposed in the stall or space allotted to a stallholder.
- (l) No stallholder shall erect or cause to be erected any structure on his stall unless prior written authorization from the Council.
- (m) No stallholder shall expose its articles at a height of more than two meters from ground level.
- (n) (1) Any stallholder who wishes to employ another person to assist him shall make an application in writing to the Council. The number of persons to be employed is limited to two. These employees shall be held responsible for all breach of regulations regarding the Market/Fair regulation in absence of the stallholder.
- (2) The Council reserves the right to approve or reject an application under Paragraph (1) and to revoke such authorization at any time it shall deem it necessary.
- (3) The name and address of the employee shall be notified to the inspector who shall thereupon issue an identification badge to the employee by the Council.

- (4) All registered employee working on a stall shall at all times wear conspicuously the identification badge issued to him/her by the Council.
- (5) All registered employee shall forthwith surrender their identification badge to the Council whenever he/she ceases to work on a stall. In case of death, the badge should be returned to the Council.
- (6) The registered employee shall not under any circumstances whatsoever remit or give to any person his/her badge.
- (7) No Stallholder shall cook food in a Market/Fair except at specific spaces reserved for such purpose and subject to the written approval of the Council.
- (8)
  - (a) No Stallholder suffering from any communicable disease shall be admitted to Market/Fair or shall be allowed to trade in it.
  - (b) Every stallholder shall be in possession of a valid Food handler's Medical Certificate issued by the Sanitary Authority to certify that he is free from communicable diseases.
- (9) Any stallholder, who is engaged in the handling of food, shall while so engaged: –
  - (a) keep clean all parts of his person which are liable to come into contact with the food;
  - (b) keep clean all parts of his clothing or overclothing which are liable to come into contact with food; and
  - (c) keep any abrasion or other exposed part of his person covered with a suitable waterproof dressing.
- (10) Any article brought for sale into the Market/Fair shall be openly exposed in the stall or space allotted to a stallholder
- (11)
  - (l) Every stallholder working on a stall shall at all times wear Conspicuously the identification badge issued to him/her by the Council

(II) Every stallholder shall have an identification card in his possession Whilst trading in the Market/Fair. He shall produce on demand to any authorized officer his identification card.

(III) The Identification card shall be issued against a payment of a fee and on re-issue of the card another fee shall be levied from the stallholder. The fees shall be as prescribed in the Fourth Schedule.

**11.** (I) It shall be lawful for an inspector to order any person to stop occupying any stall, space in the Market/Fair in the event of any breach of the present regulations

(II) It shall not be lawful for any person to continue occupying any place in breach of an order given by an inspector under the preceding paragraph of these regulations and any article found in any such place shall be confiscated unless forthwith removed by such person.

**12.** (I) No person shall feed animals or birds (including pigeons) or allow food articles to be exposed in such a way that birds get access to it.

(II) No person shall introduce dogs or such other domestic animal / pets into The Market/Fair.

(III) No person shall enter the Market/Fair whilst under the influence of intoxicating beverages or drugs or substances

(IV) It shall not be lawful for any person: –

(a) to bring into, or have in his possession at a Market/Fair, fireworks or other explosive substance, hazardous liquids, bulk gases or any substance which may be a source of danger;

(b) to shout, to create any disturbance or to make use of any foul, injurious or abusive language or behave indecently in a Market/Fair; or play musical instruments & games in the Market/Fair;

(c) to loiter in the Market/Fair with intent to commit an unlawful act;

(d) to allow any article to remain in the passage meant for the free flow of customers;

(e) to smoke, spit or beg in the Market/Fair.

**13.** (I) No person shall cause any vehicle used for the conveyance of goods of any kind or vegetables inside the Market/Fair. Such vehicle shall station on the site to be indicated by an authorized officer for such period of time as shall be necessary for loading and unloading.

(II) It shall not be lawful to introduce any bicycle, motorcycle or any other velocipedes or any other vehicle inside the Market/Fair.

(III) Any Authorized Officer may for the purpose of paragraph (i) and (ii) give such directions to the owner of vehicle as he considers necessary and may contravene any offender for the breach of the said regulation.

(IV) (a) No person shall cause a vehicle to be parked in the loading and unloading bay for more than half an hour.

(b) No person shall load and unload any goods or park his vehicle between 9 a.m to 15:00 P.M in the loading and unloading bay of the Market/Fair.

**14.** It shall not be lawful for any person, including holders of a hawker license: –

(a) To sell whether by hawking or otherwise, or to expose or offer for sale at any place in the Market/Fair & its premises or within the radius of one kilometer from the Market/Fair, any commodities , fish, meat, poultry, venison or allied products, shell fish, shrimps, turtle, and tortoises and oysters; or any vegetable, sugarcane, flower and green or dried coconut or any fruits or any grocery, raw, cooked or prepared foodstuff, confectioneries, juices or any beverages; or any cookery, cutlery haberdashery, clothing, shoe, earth ware, chinaware, hardware, glassware, garment, plastic ware, hat, or bonnet, broom, brush, basket and other wicker work toy, book stationery, engraving, post cards, greeting card and picture of any size and description, hand or machine tools, fixtures and fittings of any kind and any article mentioned under Regulation 6 of these Regulations save and except persons who are holder of trade fee receipt in authorized premises.

(b) To sell or expose for sale any article on any stall in the Market/Fair unless he is a lawful occupier as per a valid stall authorization contract as prescribed in the first schedule.

(c) Any authorized Officer may take such steps as he considers necessary to maintain order at a Market/Fair and to ensure that these regulations are complied with.

- (d) Any authorized Officer may, for the purpose of this regulation: –
- (i) seize and detain or destroy any article which is not an authorized article and which is exposed for sale in a Market/Fair;
  - (ii) seize and detain or destroy any article which is exposed for sale within a radius of 1 km from the Market/Fair.
  - (iii) seize and confiscate any article which is subject matter of an offence under these regulations and such seized and confiscated article shall be forfeited by the Authorized Officer and shall be disposed as directed by the Chief Executive.

**15.** (I) No person shall obstruct, molest, assault, use foul language against an authorized officer or any officer designated by the Chief. Executive in the Market/Fair.

(II) In event that the occupier of stall, shop, place in the Market/Fair is convicted for the offences mentioned in (I), it shall be lawful for the Chief Executive to terminate the contract following a decision of the Council and the approval of the Minister and to dispose of such stall thereafter.

**16.** (I) The fees to be paid by a stall holder for the occupation of stalls shall be as prescribed in the Fourth Schedule.

(II) (a) It shall be lawful for a stallholder to pay the annual fee on a monthly basis and if the latter fails to pay the fees for the three months, whether in full or in part, a notice shall be served upon him to settle same.

(b) It shall be lawful for the Council to claim a surcharge of 10% on the monthly fee payable if payment is not made by the end of each month.

(c) In the event, the stallholder fails to settle the fees after service of the notice and expiry date mentioned on the notice, legal action shall be initiated against the latter to recover the said fees.

(III) Where the occupier fails to pay any installment by the date specified the district Council may, with the approval of the Minister, rescind the contract by notice in writing and without the need for judicial or extra judicial process.

(IV) Such rescission shall be without prejudice to any other action which the Council may lawfully be entitled to take against the Occupier. The Occupier shall forthwith vacate the

stall and remove all articles there from. He shall not be entitled to the payment of any indemnity whatsoever.

(V) The Council may initiate legal action against any stallholder who is in arrears for one month or more.

(VI) A stallholder requesting for transfer or shifting of stall should pay a processing Fee as specified in the fourth schedule.

**17.** The Council shall not be liable to any damages caused to the articles exposed for sale by stallholders. The Stallholder shall make his own arrangement to insure his articles against calamities such as Fire, Theft, Flood, Heavy Rainfall and Cyclone.

**18.** (I) Any Contractor who has been awarded a contract for cleaning and maintenance of the Market/Fair shall be subject to such condition that the Council may deem fit, including the termination of the contract after one month prior notice, in event the Contractor is not performing to the satisfaction of the Council.

(II) The termination of the contract will not entitle the Contractor to payment of any indemnity.

**19.** These regulations shall be in addition to, and not in derogation from, any regulations made under any Act relating to the sale of food for human consumption.

**20.** These regulations shall come into force as from 1<sup>st</sup> May 2024.

Made by the District Council of Flacq on the 20<sup>th</sup> of May 2024.



**THE DISTRICT COUNCIL OF FLACQ**

**FIRST SCHEDULE**

[Regulation 2]

**STALL AUTHORISATION CONTRACT**

**Between THE DISTRICT COUNCIL OF FLACQ represented by its chairperson and by its Chief Executive; having its registered office at .....hereinafter referred to as the "Council",**

**On the one part**

**AND**

**Mr/Mrs/Ms .....of .....  
holder of National Identity Card number .....  
hereunder referred to as "The occupier or "stall occupier"**

**On the other part**

It has been stipulated, agreed and covenanted as follows -

**1. Right of Occupation**

The Council hereby authorizes the Occupier to occupy stall number ..... in section/subsection ..... in the ..... MARKET/FAIR situated at..... for the purpose of selling ..... and this under the terms and conditions set out below.

The right of occupation is granted for the exclusive use of the Stall only and at no time, shall the occupier occupy any other space in the Market/Fair under this present contract. The stall occupier shall confine himself for the purpose of his trade to the space allotted to him by the Council.

**2. Purpose**

**The stall occupier shall occupy the stall for the sole purpose of selling ..... only.**

**3. (a) Duration and Renewal**

The present stall contract shall be of the period of ..... months from.....to .....

At its expiry, the right of occupation may be renewed, at the option of the Council and such renewal may also be upon such revised terms, conditions, periods and/or fees, if any, as may be determined by the Council;

In case there are any revised terms, conditions, periods and/or fees, the proposed revision(s), shall be notified in writing to the stall occupier, 60 days before the determination of the right of occupation; for this purpose, the letter containing the proposed revision(s) shall be posted at the address, herein-below set out, of the stall occupier.

In the event that the stall occupier accepts to renew the Right of Occupation and accepts all the revised proposals, if any, the Stall Occupier shall, accordingly, enter into a new written contract with the Council at the expiry of the right of occupation.

In the event of non-acceptance and/or of refusal to sign the new contract, the Right of Occupation shall be terminated "ipso facto" and the Stall occupier shall vacate the stall forthwith.

#### **Rental fee and Consequences of Nonpayment thereof**

- (b) The monthly fee per stall shall be R\$ which shall be paid in full. If the party decides to pay the annual fee in full same should be paid for one year latest by the **4<sup>TH</sup> DAY OF DECEMBER IN EACH YEAR**. In case the party on other hand decides to pay by instalments then this should be paid by instalments of 3 months and same should be paid in advance.

It shall be lawful for the Council to claim a surcharge of 10% on the monthly fee payable if payment is not made by the end of each month.

Such payment shall be made at THE DISTRICT COUNCIL, HEAD OFFICE François Mitterrand Street Central Flacq

The price or instalments stipulated in paragraph (3) above shall be paid as prescribed per Forth Schedule.

4. (i) Failing payment by the occupier of the yearly rent or any instalment, the District Council may rescind, the contract by simple notice in writing and without judicial or extra judicial process.  
A letter will be sent by the Council to make good cause within 7 days failing which contract will be rescinded.

(ii) Such rescission shall be without prejudice to any other action which the Council may lawfully take against the Occupier. The Occupier shall forthwith vacate the stall and remove all articles there from. He shall not be entitled to any indemnity or refund whatsoever. The annual fee is to be paid irrespective of the Trade fee which is to be paid by the stall occupier in respect of his trade in the Stall

#### **5. Sub-letting**

The Occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid authorization without the written approval of the Council; failing which the occupation shall come to an end "de plein droit" and without the need of any other formality or authority or judicial pronouncement and the stall occupier shall be informed accordingly by letter sent by registered post at the address set out below.

Such rescission shall be without prejudice to any other action, which the Council may lawfully be entitled to take against the stall occupier. The stall occupier shall forthwith cause the stall to be fully vacated and shall cause all articles to be removed there from. The stall occupier shall not be entitled to the payment of any indemnity or refund whatsoever.

#### **6. Death of the occupier**

Upon the occupier's death the contract shall come to an end and the Council shall have the right to take back the possession of the stall immediately.

In case the stall occupier passes away, any of his heirs must immediately inform the Council about the demise of the stall occupier and produce the act of death.

The Council may upon request allocate the stall to the widow or to a heir who is willing to continue his aforesaid authorization and in which case the said widow or heir shall be entitled to take over the right and obligations under the contract but prior to the written consent and / or by an affidavit from all other heirs and to settle all arrears, if any by the late occupier and is not the holder of any stall, shop or other place inside a market or Market/Fair in Mauritius.

#### **7. Structural**

The Council reserves its rights to carry out any structural change, whether temporary or permanent, including the opening of new doors or the closure of existing doors or to alter the general layout of the market without the occupier being entitled to any compensation for loss of trade or otherwise. In case of demolition or reconstruction of the outer walls of the Market/Fair, the district Council further reserves its right to reduce the space occupied

by stalls if this is necessary, without the occupier being entitled to any compensation or decrease in annual fee.

8. The Council reserves its rights to cause any stall to be altered, repaired and reconstructed as it may deem fit and proper and reasonable without payment of any compensation to the occupier thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any stall should the Council consider it necessary.

In the latter case, the Council will place at the disposal of the stall Occupier such other stall or stalls as may be available in order to enable the occupier to continue his trade.

The stall occupier shall have no right, without the written authorization of the Council, to cause any change of any nature whatsoever of the stall and/or of the general layout of the Market/Fair.

The stall occupier shall have no right, without the written authorization of the Council, to interchange his/her stall with any other stall occupier and with whomsoever

In the event the stall occupier has been authorized, in writing by the Council, to cause changes in the stall, the stall occupier shall have no right to claim any indemnity, compensation or the refund of any costs for such works; any plus value given to the stall shall accrue to the Council.

In case the stall occupier vacates the stall for any reason whatsoever or in case of death of the stall occupier, no party (including the stall occupier, his employees, his heirs and assigns) shall not be entitled to the payment of any indemnity, compensation, plus value or any damage such as for the construction and installation of protective shutters, shelves, counters, working tables, etc. and or other works of any nature, carried out and which shall remain the property of the Council.

## **9. Law infringement**

Should the occupier be found guilty by Court of Law for an offence under the Legal Metrology Act 1985, the Supplies Control Act, and the Food and health safety inspectorate of the Ministry of health and wellness, the Council may subject to the approval of the Minister of Local Government and Disaster Risk Management, may rescind the contract by notice in writing and without the need of any judicial or extrajudicial process.

## **10. Closure**

Should the Council decide at any time to pull down and reconstruct the Market/Fair or to make any alterations whatsoever to it, including the opening of new doors, closure of existing doors, alterations of the general layout of the market, the Council shall be entitled to put an end to the present contract by giving six months' advance notice to the occupier of its intention to do so and the Occupier shall thereupon vacate the stall at the appointed date. The occupier shall not be entitled to any indemnity whatsoever. The present stallholders will be shifted to the new Market or Market/Fair subject to drawing of lots.

#### **11. Utility Charges**

In case the stall occupier requires for the purpose of his trade electricity, water or any other services, he shall have to make his own arrangement at his own costs with the utility authorities for the supply of electricity with the written approval of the Council.

#### **12. Responsibility of stall holder**

The stall holder shall be responsible for the good maintenance of the stall allotted to him "en bon père de famille". He shall make good at his own costs all damages caused to the stall in the exercise of his trade. He shall replace at his own costs such articles such as defective tiles and worn-out chopping blocks. In case he fails to do so within the delay required by the Council, the Council may rescind the contract and take possession of the stall.

#### **13. Compliance**

The stall holder shall abide to **THE DISTRICT COUNCIL OF FLACQ (BEL AIR MARKET/FAIR) REGULATIONS 2024** and nothing herein contained shall be held to affect, or limit the full effect of the said regulations. In the event of any contradiction between the present contract and **THE DISTRICT COUNCIL OF FLACQ (BEL AIR MARKET/FAIR) REGULATIONS 2024, THE DISTRICT COUNCIL OF FLACQ (BEL AIR MARKET/FAIR) REGULATIONS 2024** shall prevail.

**14.** After an expiry period of three years, the occupier will have to enter a written agreement anew with the Council and the Council reserves the right for revision of fees and variation of any term and condition of the contract.

#### **15. Employees**

The stall occupier shall have the right to employ a maximum of 2 employees to assist him in his trade in the stall.

The stall occupier shall submit four passport size photographs of his employee/s and have the said employee/s registered officially with the Council and with the relevant authorities.

16. (a) It shall not be lawful for a stall holder, his/her agent or employee to obstruct, molest, assault, make use of foul language against an authorized officer, any member of the public or any officer designated by the Chief Executive in the Market/Fair.

(b) In event the stall holder of stall, shop, place in the Market/Fair is convicted for offences mentioned in section 16(a) it shall be lawful for the Council, subject to approval of the Minister, to terminate the contract and allocate same to other person.

17. Notwithstanding, the Landlord and Tenant Act, the Provisions of the District and Intermediate (Civil Jurisdiction) Act and Courts Act, the Council may bring an application for the issue of a 'Writ Habere Facias Possessionem' before the Judge in Chambers and this at the expense of the party on the other part.

**SERVICE**

All letters, notices or other correspondence shall be deemed to have been properly effected if delivered to the stall holder at the following address

.....

Made in two originals and in good faith.

**THE DISTRICT COUNCIL OF FLACQ, HEAD OFFICE, FRANÇOIS MITTERAND STREET CENTRAL FLACQ**

.....	.....	.....
OCCUPIER	CHAIRPERSON	CHIEF EXECUTIVE

Date: .....

**THE DISTRICT COUNCIL OF FLACQ**

**SECOND SCHEDULE**

[Regulation 2]

**BOOTH AUTHORISATION CONTRACT**

Between **THE DISTRICT COUNCIL OF FLACQ** represented by its **Chairperson and by its Chief Executive Mr .....** hereinafter referred to as "The Council"

**On the one part**

**AND**

**Mr/Mrs/Ms ..... of ..... hereinafter referred to as "The Occupier".**

**On the other part**

It has been stipulated, agreed and covenanted as follows: -

**1. Right of Occupation**

The Council hereby authorizes the Occupier to occupy booth number ..... in section/subsection ..... in the ..... MARKET/FAIR situated at ..... for the purpose of selling ..... and this under the terms and conditions set out below.

**The right of occupation is granted for the exclusive use of the Booth only and at no time, shall the occupier occupy any other space in the Market/Fair under this present contract. The booth occupier shall confine himself for the purpose of his trade to the space allotted to him by the Council.**

**2. Purpose**

**The booth occupier shall occupy the booth for the sole purpose of selling ..... only.**

**3. Duration and Renewal**

The present booth contract shall be of the period of ..... months from..... to.....

At its expiry, the right of occupation may be renewed, at the option of the Council and such renewal may also be upon such revised terms, conditions, periods and/or fees, if any, as may be determined by the Council;

In case there are any revised terms, conditions, periods and/or fees, the proposed revision(s), shall be notified in writing to the booth occupier, 60 days before the determination of the right of occupation; for this purpose, the letter containing the proposed revision(s) shall be posted at the address, herein-below set out, of the booth occupier.

In the event that the booth occupier accepts to renew the Right of Occupation and accepts all the revised proposals, if any, the booth Occupier shall, accordingly, enter into a new written contract with the Council at the expiry of the right of occupation.

In the event of non-acceptance and/or of refusal to sign the new contract, the Right of Occupation shall be terminated "ipso facto" and the booth occupier shall vacate the booth forthwith.

#### **4. Rental fee and Consequences of Nonpayment thereof**

The monthly fee per booth shall be Rs .....which shall be paid in full. If the party decides to pay the annual fee in full same should be paid for one year latest by the **4<sup>TH</sup> DAY OF DECEMBER IN EACH YEAR**. In case the party on other hand decides to pay by instalments then this should be paid by instalments of 3 months and same should be paid in advance.

It shall be lawful for the Council to claim a surcharge of 10% on the monthly fee payable if payment is not made by the end of each month.

Such payment shall be made at THE DISTRICT COUNCIL, HEAD OFFICE, FRANÇOIS MITTERRAND STREET, CENTRAL FLACQ.

The price or instalments stipulated in paragraph (3) above shall be paid as prescribed per Fourth Schedule.

- 5.** Failing payment by the occupier of the yearly rent or any instalment, the District Council may rescind, the contract by simple notice in writing and without judicial or extra judicial process. A letter will be sent by the Council to make good cause within 7 days failing which contract will be rescinded.



- (i) Such rescission shall be without prejudice to any other action which the Council may lawfully take against the Occupier. The Occupier shall forthwith vacate the booth and remove all articles there from. He shall not be entitled to any indemnity or refund whatsoever.

The annual fee is to be paid irrespective of the Trade fee which is to be paid by the booth occupier in respect of his trade in the booth.

## **6. Sub-letting**

The Occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid authorization without the written approval of the Council; failing which the occupation shall come to an end "de plein droit" and without the need of any other formality or authority or judicial pronouncement and the booth occupier shall be informed accordingly by letter sent by registered post at the address set out below.

Such rescission shall be without prejudice to any other action, which the Council may lawfully be entitled to take against the booth occupier. The booth occupier shall forthwith cause the booth to be fully vacated and shall cause all articles to be removed there from. The booth occupier shall not be entitled to the payment of any indemnity or refund whatsoever.

## **7. Death of the occupier**

Upon the occupier's death the contract shall come to an end and the Council shall have the right to take back the possession of the booth immediately.

In case the booth occupier passes away, any of his heirs must immediately inform the Council about the demise of the booth occupier and produce the act of death.

The Council may upon request allocate the booth to the widow or to a heir who is willing to continue his aforesaid authorization and in which case the said widow or heir shall be entitled to take over the right and obligations under the contract but:

- (i) prior to the written consent and / or by an affidavit from all other heirs has to be provided; and
- (ii) to settle all arrears, by the late occupier; and
- (iii) is not the holder of any booth, stall, shop or other place inside a market or Market/Fair in Mauritius.

## **8. Structural**

The Council reserves its rights to carry out any structural change, whether temporary or permanent, including the opening of new doors or the closure of existing doors or to alter the general layout of the market without the occupier being entitled to any compensation for loss of trade or otherwise. In case of demolition or reconstruction of the outer walls of the Market/Fair, the district Council further reserves its right to reduce the space occupied by booths if this is necessary, without the occupier being entitled to any compensation or decrease in annual fee.

9. The Council reserves its rights to cause any booth to be altered, repaired and reconstructed as it may deem fit and proper and reasonable without payment of any compensation to the occupier thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any booth should the Council consider it necessary.

In the latter case, the Council will place at the disposal of the booth Occupier such other booth or booths as may be available in order to enable the occupier to continue his trade.

The booth occupier shall have no right, without the written authorization of the Council, to cause any change of any nature whatsoever of the booth and/or of the general layout of the Market/Fair.

The booth occupier shall have no right, without the written authorization of the Council, to interchange his/her booth with any other booth occupier and with whomsoever

In the event the booth occupier has been authorized, in writing by the Council, to cause changes in the booth, the booth occupier shall have no right to claim any indemnity, compensation or the refund of any costs for such works; any plus value given to the booth shall accrue to the Council.

In case the booth occupier vacates the booth for any reason whatsoever or in case of death of the booth occupier, no party (including the booth occupier, his employees, his heirs and assigns) shall not be entitled to the payment of any indemnity, compensation, plus value or any damage such as for the construction and installation of protective shutters, shelves, counters, working tables, etc. and or other works of any nature carried out and which shall remain the property of the Council.

## **10. Law infringement**

Should the occupier be found guilty by Court of Law for an offence under the Legal Metrology Act 1985, the Supplies Control Act, and the Food and health safety inspectorate of the Ministry of health and wellness, the Council may subject to the

approval of the Minister of Local Government and Disaster Risk Management, may rescind the contract by notice in writing and without any the need for judicial or extrajudicial process.

#### **11. Closure**

Should the Council decide at any time to pull down and reconstruct the Market/Fair or to make any alterations whatsoever to it, including the opening of new doors, closure of existing doors, alterations of the general layout of the market, the Council shall be entitled to put an end to the present contract by giving six months' advance notice to the occupier of its intention to do so and the Occupier shall thereupon vacate the booth at the appointed date. The occupier shall not be entitled to any indemnity whatsoever. The present stallholders will be shifted to the new Market or Market/Fair subject to drawing of lots.

#### **12. Utility Charges**

In case the booth occupier requires for the purpose of his trade electricity, water or any other services, he shall have to make his own arrangement with the utility authorities for the supply of electricity with the written approval of the Council.

#### **13. Responsibility of stall holder**

The booth holder shall be responsible for the good maintenance of the booth allotted to him "en bon père de famille". He shall make good at his own costs all damages caused to the booth in the exercise of his trade. He shall replace at his own costs such articles such as defective tiles and worn-out chopping blocks. In case he fails to do so within the delay required by the Council, the Council may rescind the contract and take possession of the booth.

#### **14. Compliance**

The stall holder shall abide to **THE DISTRICT COUNCIL OF FLACQ (BEL AIR MARKET/FAIR) REGULATIONS 2024** and nothing herein contained shall be held to affect, or limit the full effect of the said regulations. In the event of any contradiction between the present contract and **THE DISTRICT COUNCIL OF FLACQ (BEL AIR MARKET/FAIR) REGULATIONS 2024**. **THE DISTRICT COUNCIL OF FLACQ (BEL AIR MARKET/FAIR) REGULATIONS 2024 shall prevail.**

**15.** After an expiry period of three years, the occupier will have to enter a written agreement anew with the Council and the Council reserves the right for revision of fees and variation of any term and condition of the contract.

## **16. Employees**

The booth occupier shall have the right to employ a maximum of 2 employees to assist him in his trade in the booth.

The booth occupier shall submit four passport size photographs of his employee/s and have the said employee/s registered officially with the Council and with the relevant authorities.

- 17. (a)** It shall not be lawful for a booth holder / his/her agent or employee to obstruct, molest, assault, make use of foul language against an authorized officer, any member of the public or any officer designated by the Chief Executive in the Market/Fair.
- (b)** In event the holder of booth, stall, shop, place in the Market/Fair is convicted for offences mentioned in (a) it shall be lawful for the Council, subject to approval of the Minister, to terminate the contract and allocate same to another person.
- 18.** The Occupier shall have the responsibility to have an insurance cover for the articles and/or equipment placed in his booth. The insurance should cover theft, fire and any natural calamities and a copy should be submitted to the Council. The Council shall in no circumstances be held liable towards the Occupier, his employee and/or prepose, for any loss or damage which could arise because of under insurance and/or non observance of a condition of the insurance policy.
- 19.** The occupier shall have the responsibility to lock the booth and keep the keys in his possession at all times.
- 20.** The occupier is allowed to inscribe his name or trade name on his booth.
- 21.** The occupier is not allowed to stay in the booth after the closing hours of the Market/Fair.
- 22.** The Occupier shall strictly comply and abide with the Council Market/Fair Regulations.
- 23.** Notwithstanding, the Landlord and Tenant Act, the Provisions of the District and Intermediate (Civil Jurisdiction) Act and Courts Act, the Council may bring an application for the issue of a 'Writ Habere Facias Possessionem' before the Judge in Chambers and this at the expense of the party on the other part.

## **SERVICE**

All letters, notices or other correspondence shall be deemed to have been properly effected if delivered to the stall holder at the following address

.....

Made in two originals and in good faith.

**THE DISTRICT COUNCIL OF FLACQ, HEAD OFFICE, FRANÇOIS MITTERRAND  
STREET, CENTRAL FLACQ**

.....  
BOOTH-OCCUPIER

.....  
CHAIRPERSON

.....  
CHIEF EXECUTIVE

Date: .....

**THIRD SCHEDULE**

[Regulation 2]

**IDENTIFICATION CARD FOR STALLHOLDER**

The .....Market/Fair

Name of Stallholder: .....

Address of Stallholder: .....

.....

National ID Card No.: .....

**Photo of  
Stall-Holder**

Section: .....

Stall No.: .....

Item sold: .....

Date of Issue: .....

.....

.....

*Signature of stallholder*

*Signature of Inspector*

**IDENTIFICATION CARD FOR EMPLOYEE**

The .....Market/Fair

Name of Stallholder: .....

Stall No.: .....

Item sold: .....

**Photo of  
Employee**

Name of Employee: .....

Address of Employee: .....

National ID Card No.: .....

Date of Issue: .....

.....

*Signature of Agent/Employee*

.....

*Signature of Inspector*

## FOURTH SCHEDULE

[Regulation 2]

### Annual Occupation Fee Per Stall for Bel Air Open Market/Fair

	Rs.
Vegetables, fruits, Grocery, Cakes Newspaper, eggs	8,400
Meat, Fish, Poultry, Venison, Goat, Beef	18,000
Seller of food with cooking facilities (A)	19,200
Seller of food with cooking facilities (B)	18,000
Seller of Food with cooking facilities (C)	16,800
Seller of Food with cooking facilities (D)	15,600
Haberdashery (operating on 7 days)	15,000
Issue of Identification Card (i) First Issue	300
(ii) Duplicate	500
Administrative Fee	1,500