

District Council of Pamplemousses (Traffic Centre and Mini Market) Regulations 2023

GN No. 74 of 2024

Government Gazette of Mauritius No. 39 of 25 April 2024

THE LOCAL GOVERNMENT ACT 2011

Regulations made by the District Council of Pamplemousses under Sections 50(2)(o), 57 and 163 of the Local Government Act

1. These regulations may be cited as the **District Council of Pamplemousses (Traffic Centre and Mini Market) Regulations 2023**.

2. In these regulations -

"Bus" means a motor vehicle having a seating capacity for 7 or more and carrying passengers for hire or reward at separate fares, and for which a Public Service Vehicle (Bus) licence has been issued by the National Land Transport Authority;

"Chief Executive" means the Chief Executive of The District Council of Pamplemousses;

"Council" means the District Council of Pamplemousses;

"Contract" means an Occupation Contract as set out in the Third Schedule or as otherwise laid down by the Council;

"Identification badge" means a badge in the form set out in the Fifth Schedule;

"Licence" means public service vehicle licence;

"Mini Market" means the whole of the tuck shops under the control of the Council situated at the Traffic Centre at Powder Mill Road, Pamplemousses (near Seewoosagur Ramgoolam National Hospital);

"Officer" means an officer authorised by the Chief Executive of the Council;

"Owner" means -

(1) a person in whose name a vehicle is registered or where that person is deceased or absent from Mauritius or that vehicle is not registered, the person in physical possession of the vehicle; and

(2) in relation to a vehicle which is the subject of a hiring agreement or hire-purchase agreement, the person in possession of the vehicle under the agreement;

"Park" in relation to a vehicles, means keep it, whether occupied or not, stationary for a period greater than is reasonably necessary for -

- (a) The taking up or setting down of passengers; or
- (b) The loading or unloading of goods.

"Parking area" means the area designated by the Council for the parking of public service vehicles within the traffic centre;

"Receipt" means the receipt of payment issued to a bus owner by the Council cash office and in which is mentioned the date of payment, the amount of the fee paid and the period for which payment has been made, the name of the bus owner and the receipt number;

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

"Traffic Centre" means the Traffic Centre situated at Powdermill Road, Pamplemousses (near Seewoosagur Ramgoolam National Hospital).

"Traffic sign": has the same meaning as in the Road Traffic Act.

"Tuck' shop" means stand or space or place in the Mini Market situated within the Traffic Centre from which authorised articles are sold;

"Tuck shop occupier" means a person authorised by the Council to occupy a tuck shop for the sale of authorised articles; and

"Vegetable" includes tubercules and any herbs, creepers or leaves.

3. The Mini Market shall be divided into such sections as the Council may approve and:

- (1) the time at which the Mini Market shall be opened on any day shall be 05.30 hours to 18.00 hours.
- (2) notwithstanding subparagraph (1) above, the Council or the Chief Executive may allow any section of the Mini Market to open or to close at other times for specific purposes.
- (3) once the Mini Market is closed, no person shall stay or remain inside.

4. (1) Every bus owner licensed by the National Land Transport Authority, who uses a traffic centre, shall pay to the Council a monthly fee per bus as specified in Second Schedule, which shall be payable in advance and not later than the last working day of the preceding month.

(2) Any bus owner who fails to pay the fee, within the period, specified under paragraph (1) shall be liable to pay the monthly fee together with a surcharge of 50 per cent of the fee for each unpaid month to the Council.

(3) A receipt shall be issued in respect of every monthly payment.

(4) Every driver or bus owner shall affix the receipt issued under paragraph (3) in a conspicuous place on the windscreen of the bus.

(5) Any driver or bus owner who fails to affix the receipt as required under paragraph (4) shall be denied access to the traffic centre.

(6) Any bus owner who —

(a) stops using a traffic centre;

(b) changes a bus; or

(c) transfers his Public Service Vehicle (Bus) licence,

shall inform the Chief Executive of the Council, in writing, thereof within 15 days of the cessation, change or transfer and of the name and address of the new owner.

5. (1) The Council may by means of traffic signs within a traffic centre –
regulate traffic;

designate parking areas;

prohibit entry of vehicles other than the Public Service Vehicles under regulation 4

(2) The Council may, at any time, cause the level of emission of exhaust fumes from any bus within the traffic centre to be tested by the relevant authority.

6. (1) No person shall, within a traffic centre:

(a) cause any major repairs to be effected to any bus; or

(b) wash any bus.

(2) No person shall write, paint, scribble or stick bills or posters on any wall, fixture or part of the Mini Market or to cause any damage to any building, outhouse, or construction forming part of an annex to the Traffic Centre or to any object contained therein.

(3) No person in the Mini Market or traffic Centre shall:

(a) Lie down in any tuck shop, benches:

(b) spit on the ground or beg;

(c) play music;

7. The following shall, subject to regulations 8, be authorised articles that may be sold in the Traffic

(a) Rotis, Dhol puris, Indian Cakes, Bread, biscuits, pastries and any other edible confectioneries;

- (b) Full grown fruits, vegetables, roots, tubers, cabbage trees, betel leaves;
- (c) Pulses, seeds and seedlings;
- (d) Milk, infused tea, coffee and cocoa, cakes, sweets toddy, curd, fresh butter, eggs, lemonade, soda water, non alcoholic beverages, juices and bottled water;
- (e) Groceries, curry powder and other culinary preparations, salt, pepper, candles, soap, sandalwood, bottled edible cooking oil, ghee, butter, pickles and jam;
- (g) Books, stationery, CD's and DVD's engravings, postcards, greeting cards and toys, photographic material, newspaper, magazine, Christmas and New Year cards;
- (h) Haberdashery, clothing, shoes, earthenware, chinaware, small hardware articles fancy furniture;
- (i) Straws hats and bonnets, brooms, brushes, Vacoas bags and "tents", baskets and other wicker work of local manufacture; and flowers and "bouquets
- (j) Medicinal plants;
- (k) Any other articles as may be approved by the Council.

8. (1) No locally grown mushrooms except the kind commonly called "*champignon grossepatte*" shall be sold.

(2) No beetroot, carrot, parsnip, manioc, potato, radish, sweet potato, turnip, ground nut or other root which has not been washed and cleaned shall be sold..

9. (1) No person shall hawk or cry goods for sale in the Traffic Centre and / or in the Mini Market

(2) It shall not be lawful for an occupier to leave his tuck shop for the purpose of advertising his goods by gestures, shouting or demonstration or to stop any person for the purpose of inducing him to examine or buy his goods.

10. (1) The Council may after inviting expressions of interest and by contract, authorize any person to occupy any tuck shop or other place in the Mini Market situated within Traffic Centre on such terms and conditions as prescribed in the Occupation Contract in form set out in the Third Schedule.

(2) An authorization under sub paragraph 1 (1) shall be for a period of not more than 3 years but may be expressly renewed for further periods not exceeding 3 years, on such terms and conditions, including a revision of any fee payable, as the Council may determine in each particular category.

11. (1) (a) The price of every article exposed for sale shall be conspicuously affixed on the article.

(b) It shall not be lawful to expose articles for sale on any passage, pavement or other places in the Traffic Centre except in the allocated tuck shop.

(2) (a) No straw leaves, stones, kernels, part of any fruit, peelings of any kind or refuse of any sort shall be scattered or thrown about in the Traffic Centre.

(b) Every tuck shop occupier will be responsible to keep all such refuse in a receptacle approved by an Inspector and to be deposited at such place and time as may be ordered by an Officer.

(c) No tuck shop occupier shall erect or cause to erect any structure on his tuck shop unless approved by the Council.

(d) Every tuck shop occupier shall be held responsible for the cleaning of the tuck shop let to him.

12. (1) Every tuck shop occupier selling by weight shall have a self indicating weighing instrument which shall be duly assize under the Legal Metrology Act.

(2) 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.

13. (1) It shall not be lawful for any person other than a tuck shop occupier to sell authorised articles in the Mini Market.

(2) Every tuck shop occupier shall when on duty wear the identification badge issued to him by an Officer and shall at all time personally occupy the tuck shop allocated to him.

(3) Every tuck shop occupier shall forthwith surrender their identification badge to the Council whenever he ceases to hold his tuck shop. In case of death, the surviving spouse/heirs shall be responsible for the surrendering of the badge.

(4) Every tuck shop occupier shall meet the expenses of another badge as a result of its lost or any damage cause thereto.

(5) The tuck shop occupier shall not under any circumstances whatsoever remit or give to any person his/her badge.

(6) It shall not be lawful for a tuck shop occupier to sublet or assign the tuck shop allocated to him to any other person.

(7) No person shall be allowed to enter the Mini Market unless decently dressed and / or if he is under the influence of intoxicating drinks or drugs.

(8) No person shall cause any trouble in the Mini Market or use foul, insulting or unbecoming language, or play games or behave indecently therein.

(9) No person suffering from any communicable disease shall be allowed to trade in the Mini Market.

(10) It is strictly forbidden to smoke in the Mini Market and any other place within the Traffic Centre. .

14. (1) No person shall hinder, resist, molest, use unbecoming or foul language towards any Officer, the Chief Executive or any councilor whilst in the performance of their duties.

(2) If any tuck shop occupier hinders, resists, obstructs or molests, with or without force or violence, any Officer, or the Chief Executive, or any Councillor, it shall be lawful for the Council -to declare such shop or place temporarily vacant, pending enquiry and

prosecution, if any, and final decision of the competent court. All articles exposed for sale therein shall be removed at once and, if not so removed, shall be forfeited.

(3) The tuck shop occupier shall sell or offer for sale only the item/s mentioned in the contract signed between himself and the Council.

(4) The tuck shop occupier shall not place any articles, expose or offer any goods for sale on the Mini Market passage or any unauthorised place.

15. (1) No person shall cook food except at specific spaces reserved for such purposes and approved by the Council and the Sanitary Authority.

(2) (a) All tuck shop occupier selling haberdashery products, or involved in the cooking of foods or other similar activities shall be bound to keep in his custody, at all times, an appropriate fire extinguisher which shall be in good working condition.

(b) Tuck shop occupiers involved in cooking activities shall extinguish the fire before leaving the Mini Market. They shall be responsible for any damage to the buildings, dependencies or implements of the Mini Market in case of fire caused by their negligence or default.

16. (1) An Officer may take such steps as he considers necessary to maintain order at the Traffic Centre and Mini Market and to ensure that these regulations are complied with.

(2) An Officer may, for the purposes of sub paragraph (1)

(a) seize and detain or destroy any article which is not an authorised article and which is exposed for sale at the Traffic Centre and / or Mini Market;

(b) seize and destroy any authorised article which is unfit for sale to the public;
or

(c) give such directions to a tuck shop occupier as he considers necessary.

(3) Every tuck shop occupier shall comply with a direction given to him pursuant to subparagraph (2)(c).

17. (1) The right of occupation fee specified in the Fourth Schedule shall be charged for the occupation of places mentioned in the corresponding column thereof.

(2) No person shall occupy a place at the Traffic Centre unless he holds a receipt certifying the payment by him of the prescribed fee in respect of such occupation.

(3) It shall be lawful for Council to put an end to the occupancy of a tuck shop for which the right of occupation fee has not been paid for three consecutive months.

18. The District Council of Pamplemousses (Traffic Centre) Regulations 2015 GN 208/2015 are hereby repealed.

19. These regulations shall come into operation on 01 June 2023.

Made by the Council on 29 March 2023.

FIRST SCHEDULE

[Regulation 2]

Traffic Centre - Traffic Centre situated at Powder Mill Road, Pamplemousses near the Sir Seewoosagur Ramgoolam National Hospital (SSRNH)

SECOND SCHEDULE

[Regulation 4]

Traffic centre to be used within the Council area	Monthly fee per bus
Traffic Centre (near SSRNH)	300

THIRD SCHEDULE

[Regulation 9]

OCCUPATION CONTRACT

BETWEEN

The District Council of Pamplemousses duly represented by its Chairperson, and its Chief Executive, having its registered office at Royal Road, Calebasses.

Hereinafter Referred to as THE PARTY ON THE ONE HAND

AND

Mr. / Mrs. ofholder of
Identity Card No.....

Hereinafter Referred to as THE PARTY ON THE OTHER HAND

IT HAS BEEN SAID, AGREED AND CONVENATED AS FOLLOWS: -

1. Whereas the The PARTY ON THE ONE HAND is the owner of the tuck shops situated at the Mini Market near the Traffic Centre of SSR National Hospital, at Powder Mills, Pamplemousses;
2. Whereas The PARTY ON THE OTHER HAND has been allocated the tuck shop bearing No..... following compliance with the procedures set for the application of such shops under the terms and conditions as set out in the' following paragraphs of the present lease agreement;
3. The aforesaid lease shall be for a period of 3 years starting onending on
4. The Party On The Other Hand accepts to pay in advance, upon acceptance of the present lease, a monthly right of occupation fee of Rs 2,000 payable to the Financial Controller of the Party on the One Hand at latest on the 1 5th day of each month;
5. Over and above the sum payable as set out at paragraph 4 above the Party on the Other Hand undertakes to pay for any Trade Fee that is leviable under the relevant Regulations;
6. Failure on the part of the Party on the Other Hand to pay the right of occupation fee for any current month shall bring an end to the present lease if the Party on the One Hand deems fit and proper by serving a notice on the Party on the Other Hand and the Party on the One Hand reserves the right to bring such legal action as it may be advised for the recovery of such indebtedness;
7. Once the Party on the One Hand decides to rescind the agreement for nonpayment of right of occupation fee then the Party on the Other Hand upon receipt of the appropriate notice shall remove all articles there from, quit, leave and vacate the allocated tuck shop forthwith and the

party on the Other Hand shall not be entitled to any indemnity; compensation and/or damages whatsoever;

8. The Party on the Other Hand shall not be entitled to sell, transfer, cede, let or assign or otherwise dispose of the aforesaid allocated tuck shop. The Party on the One Hand may, however, in the exercise of its absolute discretion authorize a transfer of the present lease whenever it is satisfied of the inability of the Party on the Other Hand whether physical or mental to continue the trade and such transfer shall be subject to all the terms and conditions of present agreement;

9. (1) The death of the occupier shall put an end to the occupation contract of the tuck shop which shall forthwith be recovered by Council.

(2) The Council may transfer the right of occupation of the tuck shop to a heir of the occupier provided that the heir —

- (i) submits a transfer requesting respect of the occupier of the tuck shop;
- (ii) has reached his/her 18th birthday at the time of submission of the transfer request and is unemployed;
- (iii) submits a written consent of all the heirs, if any, entitled to the estate and succession of the late tuck shop occupier together with a copy of the respective identity cards of each of the heirs;
- (iv) produces a copy of his identity card and a copy of the affidavit of succession of the late tuck shop occupier.
- (v) is not already the holder of any stall, shop or other place inside a market or fair and
- (vi) On any other conditions that may be approved by the Council

10. The Party on the One Hand reserves the right to carry out any structural change including the opening of new doors or the closure of existing ones, to alter the general lay out of the tuck shops or the demolition and reconstruction of the outer walls of the tuck shops and to reduce the space of the tuck shops if so required without the Party On the Other Hand being entitled to any compensation for loss of trade or otherwise;

11. The Party on the One Hand reserves the right to bring such alteration, repairs, reconstruction of the interior parts of the allocated tuck shops wholly or individually as it may-be advised without having to pay to the Party on the Other Hand any compensation but the Party on the One Hand shall as far as practicable and subject to availability of space put at the disposal of the Party on the Other Hand such other shops as it may be advised to enable the Party on the Other Hand to continue its trade;

12. The Party on the Other Hand shall only be allowed to carry out the trade after the trade fee has been duly paid to the Party on the One Hand;

- 13. Should the Party on the Other Hand be found guilty by a Court of Law for an offence under the Weight and Measures Ordinance, the Party of the One hand shall, if it deems fit, rescind the present lease agreement by notice in writing and without any judicial or extra judicial process and the Party on the Other hand shall forthwith remove all the articles from the relevant tuck shop and vacate same without being entitled to any indemnity, compensation or damages whatsoever;
- 14. Should the Party on the One Hand decide at any time to pull down the tuck shops for reconstruction purposes or for alterations as defined at paragraph 10 above the Party on the One Hand may if so desirable put an end to the present lease agreement by giving three months' advance notice to the Party on the Other Hand of its intention and in such case the Party on the Other Hand shall vacate the tuck shop/s and/or premises at the appointed date without being entitled to any compensation, indemnity or damage whatsoever;
- 15. The Party on the Other Hand undertakes to abide, obey or be subject to all existing and forthcoming Regulations of the Party on the One Hand.
- 16. The Party of the Other Hand shall be responsible for the good maintenance of the tuck shop allocated to him as is expected of a 'bon père de famille' and undertakes to make good at his own costs all damages that may be caused to the allocated tuck shop/s in the exercise of his trade and such repairs shall be carried out to the satisfaction of the Engineer of the Party on the One Hand;
- 17. All electricity and telephone supply shall be made by the Party on the Other Hand at his own costs and the. Party on the Other Hand shall pay for the appropriate bills;
- 18. In compliance with safety regulations the Party on the Other Hand shall keep a fire extinguisher to be used in case of fire outbreaks;
- 19. The Party on the other hand should comply with the Local Government Act 2011 and any other enactments in force and provide a 75L plastic covered litter bins in their premises for the disposal of refuse from their trade premises.

MADE UP IN TWO ORIGINALS AND IN GOOD FAITH, thisday ofat the Head Office, the District Council of Pamplemousses.

PARTY ON THE ONE HAND:

- 1. CHAIRPERSON OF THE COUNCIL
- 2. CHIEF EXECUTIVE

PARTY ON THE OTHER HAND

FOURTH SCHEDULE

[Regulation 17]

The following fee shall be charged for the occupation of a tuck shop at the Traffic Centre

Monthly Right of occupation fee for Tuck shop	Rs 2,000 per Tuck shop
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FIFTH SCHEDULE

[Regulation 2]

IDENTIFICATION BADGE FOR TUCK SHOP OCCUPIER SSR Traffic Centre Mini Market	
Name of Tuck Shop	
Occupier:.....	
Address of Tuck Shop	
Occupier:.....	
National ID Card No.:.....	
Tuck shop No.:.....	
Date of issue:.....	
Date of Birth:.....	
.....	
.....	
Signature of Tuck Shop Occupier	Photo of Tuck shop Occupier
	Signature of Inspector