

District Council of Pamplemousses (Traffic Centre) Regulations 2015

GN No. 208 of 2015

THE LOCAL GOVERNMENT ACT

Regulation made by the District Council of Pamplemousses under sections 50, 158 and 163 of the Local Government Act.

1. These regulations may be cited as the District Council of Pamplemousses (Traffic Centre) Regulations 2015.

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 rates, and for which a public service vehicle (bus) licence has been issued by the National Transport Authority.

“Council” means the District Council of Pamplemousses ;

“contract” means an occupation contract as set out in the First Schedule or as otherwise laid down by the Council;

“identification badge” means a badge in form set out in Second Schedule ;

“licence” means public service vehicle licence;

“officer” means an officer authorised by the Chief Executive of the Council;

“owner” means -

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

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

“park” means keep a vehicle, whether occupied or not, stationary for a period of time longer than is necessary for the taking up or setting down of passengers;

“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’s cash office of the respective local authority 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.

“stall” means any stand or space or place in the traffic centre from which authorised articles are sold;

“stallholder” means person authorised by the Council to occupy a stall for the sale of authorised articles; and

“traffic centre” means a place designated by the Council and specified in the First Schedule;

“traffic sign” means

(a) means any object or device, whether fixed or portable, for conveying warnings, information, requirements, prohibitions, of any description prescribed or authorised under these regulations to the traffic; and

(b) includes any line or mark within a traffic centre for conveying the warnings, information, requirements, prohibitions or restrictions.

“tuck shop” means a booth in the traffic centre from which authorised articles are sold;

“vegetable” includes tubercules and any herbs, creepers or leaves;

3 (1) Every bus owner licensed by the National 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 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.

4. (1) The Council may, by means of traffic signs within a traffic centre-

- (a) regulate traffic;
- (b) designate parking areas;
- (c) prohibit entry of vehicles other than public service vehicles under regulation 3.

(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.

5. A person who, within a traffic centre-
- (a) causes any major repairs to be effected to any bus;
 - (b) washes any bus;

shall commit an offence.

6. The following shall, subject to regulations 7, be authorised articles that may be sold in the traffic centre -
- (a) 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;
 - (f) Imported shells, flowers and “bouquets”;
 - (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;
 - (j) Medicinal plants;

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

(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 in the traffic centre.

8 (1) No person shall hawk or cry goods for sale in the Traffic Centre.

(2) It shall not be lawful for a stallholder to leave his stall 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.

9 (1) The Council may after inviting expressions of interest and by contract, authorise any person to occupy any stall, shop or other place inside the traffic centre on terms specified in the occupation contract as set out in the Third Schedule.

(2) An authorisation under paragraph (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.

10 (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 stall or 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 stallholder 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 Inspector.

(3) No stallholder shall erect or cause to erect any structure on his stall unless approved by the council.

11 (1) It shall not be lawful for any person other than a stallholder to sell authorised articles in the Traffic Centre.

(2) Every stallholder shall when on duty wear the identification badge issued to him by an Inspector and shall at all time personally occupy the stall allocated to him.

(3) It shall not be lawful for a stallholder to sublet or assign the stall allocated to him or to erect or to cause to erect any structure on his stall.

(4) (a) All stallholders dealing in haberdashery products, victualler, seller of cakes, general retailer foodstuffs and non-foodstuff (excluding alcohol) and any other activities where gas stoves are used must be in possession of a fire extinguisher of 2.5kg ABC dry powder capacity at all times while carrying out their activities.

(b) Fire extinguishers shall be in good working condition at all times.

12 No person shall cook food except at specific spaces reserved for such purposes and approved by the Council and Ministry responsible for the subject of health.

13 (1) An inspector may take such steps as he may consider necessary to maintain order at the traffic centre and to ensure that these regulations are complied with.

(2) An inspector may, for the purposes of paragraph (a) -

(a) seize and detain or destroy any article which is not an authorised article and which is exposed for sale at the traffic centre;

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

(c) give such directions to a stallholder as he may consider necessary.

(3) Every stallholder shall comply with a direction given to him pursuant to paragraph(2) (c).

14 (1) (a) The rent specified in the Fourth Schedule shall be charged for the occupation of places mentioned in the corresponding column thereof.

(b) The death of the occupier shall put an end to the occupation of the stall which shall forthwith be recovered by Council.

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

(3) It shall be lawful for Council to put an end to the occupancy of a stall for which the rent has not been paid for three consecutive months.

15. Any person who contravenes these regulations shall commit an offence and shall, on conviction, be liable to a fine not exceeding 25,000 rupees.

16. These regulations shall be deemed to have come into operation on 1st January 2015.

Made by the District Council of Pamplemousses on 29 July 2015.

FIRST SCHEDULE

[Regulation 2]

Traffic Centre – SSRNH

SECOND SCHEDULE

[Regulation 3]

Number of Traffic Centres to be used within the Local Authority Area	Month fee per bus (Rs)
1	500
2	800
3	1,000
4 or more	1,200

THIRD SCHEDULE

[Regulation 9]

OCCUPATION AGREEMENT A

Between

The District Council of Pamplémousses duly represented by its Chairperson, and its Chief Executive, having its registered office at Morrisson Road, near CAB Office, Pamplémousses

Hereinafter Referred to as THE PARTY ON THE ONE HAND

AND

Mr. / Mrs.

of holder of

National Identity Card number:

Hereinafter Referred to as THE PARTY ON THE OTHER HAND

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

1. Whereas The PARTY ON THE ONE HAND is the owner of the bus station of SSR National Hospital, at Pamplémousses;
2. Whereas The PARTY ON THE OTHER HAND has been allocated marked open space bearing number..... under the terms and conditions as set out in the following paragraphs of the present lease agreement;
3. The aforesaid lease agreement shall be for a period of 3 years starting on ending on.....;
4. The Party On The Other Hand accepts to pay in advance, upon acceptance of the present lease, the sum of 2,950 rupees, which is refundable and in addition a monthly rent of 400 rupees payable to the Financial Controller of the Party on the One Hand at latest on fifteenth day of each month;

On renewal of Contract, the sum of 2,950 rupees which is refundable should not be paid anew;

5. Over and above the sum payable as set out at paragraph 4, 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 for rent for any current month may bring an end to the present lease should the Party on the One Hand deems it fit and proper by serving a notice on the Party on the Other Hand;
7. Once the Party on the One Hand decides to rescind the agreement for non payment of rent then the Party on the Other Hand upon receipt of the appropriate notice shall remove all articles there from, quit, leave and vacate the rented marked open space 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 one hand reserves its rights to claim from the Party on the Other Hand any amount due whether relating to rent or trade fee.
9. The Party on the Other Hand shall not be entitled to sell, transfer, cede, let, operate at a place other than the allocated space or assign or otherwise dispose of the aforesaid rented open marked space. 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 to continue the trade for any medical reason and such transfer shall be subject to all the terms and conditions of present agreement;
10. The death of the Party On the Other Hand shall automatically put an end to the present lease and the Party on the One Hand shall resume possession of the rented marked open space;
11. The Party on the One Hand reserves the right to carry out any structural change to the marked open space if so required without having to compensate the Party on the Other Hand in any damage whatsoever;
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 Legal Metrology Act, the Party of the One hand may, 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 marked open space and vacate same without being entitled to any indemnity, compensation or damages whatsoever;
14. 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;
15. The Party of the Other Hand shall be responsible for the good maintenance of the rented marked space 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 rented marked space in the exercise of his trade by himself or his preposé or employee and such repairs shall be carried out to the satisfaction of the Engineer of the Party on the One Hand;
16. In compliance with safety regulations the Party on the Other Hand shall keep all the required equipments to cater for any fire outbreaks;
17. The Party on the other hand should comply with the Disposal of Refuse Regulation 2015 and Local Government Act and provide a 75 litres 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 this
day of..... AT PAMPLEMOUSSES.

PARTY ON THE ONE HAND:

1. CHAIRPERSON

2. CHIEF EXECUTIVE

PARTY ON THE OTHER HAND

OCCUPATION AGREEMENT B

Between

The District Council of Pamplemousses duly represented by its Chairperson, and its Chief Executive, having its registered office at Morrisson Road, near CAB Office, Pamplemousses.

Hereinafter Referred to as THE PARTY ON THE ONE HAND

AND

Mr. / Mrs.

of holder of National Identity Card number:

Hereinafter Referred to as THE PARTY ON THE OTHER HAND

IT HAS BEEN SAID, AGREED AND CONVENATED AS FOLLOWS-

1. Whereas The PARTY ON THE ONE HAND is the owner of 23 semi furnished shops situated near the Bus Station of SSR National Hospital, at Pamplemousses;
2. Whereas The PARTY ON THE OTHER HAND has been allocated the semi furnished shop bearing number..... 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 on ending on.....;
4. The Party On The Other Hand accepts to pay in advance, upon acceptance of the present lease, the sum of Rs 5,800, which is non refundable and in addition a monthly rent of 800 rupees payable to the Financial Controller of the Party on the One Hand at latest on fifteenth day of each month;

On renewal of contract, the sum of 5,800 rupees which is non-refundable should not be paid anew.

5. Over and above the sum payable as specified at paragraph 4, the Party on the Other Hand undertakes to pay for any trade fee that is leviable under these regulations;
6. Failure on the part of the Party on the Other Hand to pay for rent 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 that it may advised for the recovery of such indebtedness;

7. Once the Party on the One Hand decides to rescind the agreement for non-payment of rent then the Party on the Other Hand upon receipt of the appropriate notice shall remove all articles there from, quit, leave and vacate the rented 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 rented 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. The death of the Party On the Other Hand shall automatically put an end to the present lease and the Party on the One Hand shall resume possession of the rented shop;
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 shops or the demolition and reconstruction of the outer walls of the shops and to reduce the space of the 23 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 inshopation of the rented 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 shop or 23 partly furnished 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 Other Hand;
13. Should the Party on the Other Hand be found guilty by a Court of Law for an offence under the Legal Metrology Act, 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 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 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 6 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 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 on the One Hand.
16. The Party of the Other Hand shall be responsible for the good maintenance of the rented shop 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 rented 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, water 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 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 Disposal of Refuse Regulation 2015 and Local Government Act and provide a 75 litres 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 of..... AT
PAMPLEMOUSSES.

PARTY ON THE ONE HAND:

1. CHAIRPERSON

2. CHIEF EXECUTIVE

PARTY ON THE OTHER HAND

FOURTH SCHEDULE

(Regulation 14)

RATE FOR THE OCCUPATION OF A TUCK SHOP OR STALL AT TRAFFIC CENTRE

	(Rs)
Tuck shop	800 monthly
Stall	400 monthly

FIFTH SCHEDULE

[(Regulation 2)]

**IDENTIFICATION BADGE FOR
STALL/TUCK SHOP HOLDER**

The Traffic Centre

Name of stallholder:.....

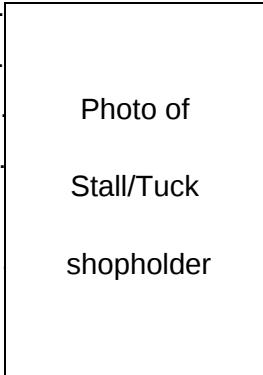
Address of stallholder:.....

National ID Card no.:.....

Stalls no(s):.....

Date of issue:.....

Date of birth:.....



.....
Signature of Stallholder

.....
Signature of Inspector

IDENTIFICATION BADGE FOR AGENT / EMPLOYEE

TheTraffic Centre

Name of stalholder:.....

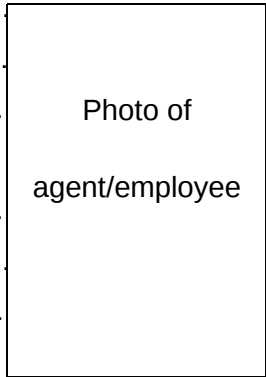
Stalls no(s):.....

Name of agent/employee:.....

Address of agent/employee:.....

National ID Card no.:.....

Date of issue:.....



.....

Signature of Stallholder

.....

Signature of Inspector

