

Plaisance Fair (Amendment) Regulations 2014

GN No. 10 of 2015

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THE LOCAL GOVERNMENT ACT

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

1. These regulations may be cited as the **Plaisance Fair (Amendment) Regulations 2014**.
2. In these regulations —
“principal regulations” means the Plaisance Fair Regulations 2013.
3. The principal regulations are amended —

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

SCHEDULE A

[Regulation 2]

OCCUPATION CONTRACT

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

The Lessor

AND

Mr/Mrs/Miss

NIC No.

Of

The Lessee

It has been agreed as follows —

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

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

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

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

5. In case the lessee passes away before the expiry date of the contract, any of his child/children or his/her surviving spouse named by him in this agreement, or any document addressed by the lessee to the Council on the date of the signature of this agreement, shall

continue to occupy the stall no. for the remaining period of the said contract. After that period the Council may enter in a new contract for a further period not exceeding 3 years with the said person on his own name if the latter satisfies the following conditions

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

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

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

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

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

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

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

Made in duplicate

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

.....
The Lessee The Mayor The Chief Executive

Name Mr/Mrs/Miss Name Honourable Name Mr/Mrs/Miss
.....

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

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

SCHEDULE C
MARKET FEES
The Plaisance Market/Fair

SECTION	STALL NO.	YEARLY FEE (Rs)
Fancy Goods	1	7,250
Fancy Goods	2	7,250
Fancy Goods	3	7,250
Fancy Goods	4	7,250
Fancy Goods	5	7,250
Fancy Goods	6	7,250
Fancy Goods	7	7,250
Fancy Goods	8	7,250
Fancy Goods	9	7,250
Fancy Goods	10	7,250
Fancy Goods	11	7,250
Fancy Goods	12	7,250
Fancy Goods	13	7,250
Fancy Goods	14	7,250
Fancy Goods	15	7,250
Fancy Goods	16	7,250
Fancy Goods	17	7,250
Fancy Goods	18	7,250
Fancy Goods	19	7,250
Fancy Goods	20	7,250
Fancy Goods	21	7,250
Fancy Goods	22	7,250
Fancy Goods	23	7,250
Fancy Goods	24	7,250
Fancy Goods	25	7,250
Fancy Goods	26	7,250
Fancy Goods	27	7,250
Fancy Goods	28	7,250
Fancy Goods	29	7,250
Fancy Goods	30	7,250
Fancy Goods	31	7,250
Fancy Goods	32	7,250
Fancy Goods	33	7,250
Fancy Goods	34	7,250
Fancy Goods	35	7,250
Fancy Goods	36	7,250

Fancy Goods	37	7,250
Fancy Goods	38	7,250
Fancy Goods	39	7,250
Fancy Goods	40	7,250
Fancy Goods	41	7,250
Fancy Goods	42	7,250
Fancy Goods	43	7,250
Fancy Goods	44	7,250
Fancy Goods	45	7,250
Fancy Goods	46	7,250
Fancy Goods	47	7,250
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Fancy Goods	63	7,250
Fancy Goods	64	7,250
Vegetable	1	7,250
Vegetable	2	7,250
Vegetable	3	7,250
Vegetable	4	7,250
Vegetable	5	7,250
Vegetable	6	7,250
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Vegetable	134	7,250
Vegetable	135	7,250
Vegetable	136	7,250
Vegetable	137	7,250
Vegetable	138	7,250
Vegetable	139	7,250
Victualler	A	7,250
Victualler	B	7,250
Victualler	C	7,250
Victualler	D	7,250
Victualler	E	7,250
Victualler	F	7,250

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

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