

Government Notice No. 97 of 2016

THE DISTRICT COUNCIL OF FLACQ
Regulations made by the District Council of Flacq
under sections 50, 56, 57, 58, 158 and 163 of
the Local Government Act

1. These regulations may be cited as the District Council of Flacq (Fair) Regulations 2016.

2. In these regulations –

“administrative fee” means the fee levied by the Council as regards to transfer, and shifting of stalls

“annual fee” means the yearly fees payable by the stallholder in respect of his stall;

“auctioneer” means any person licensed as an auctioneer and authorised by the Council to carry out sales by auction in the fairs;

“auction day” means days fixed by the Council for holding of auction sale for vegetables and fruits;

“authorised article” means articles listed in regulation 5;

“authorised officer” means an Inspector of the Council or any Police Officer or any Officer designated by the Chief Executive;

“chairperson” means the Chairperson of the Council;

“Chief Executive” means the Chief Executive of the Council;

“contract” means the stall authorisation contract in the form set in the First Schedule 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 meet or exceeds stated requirements or specifications at a tendered price and to perform work within specified time;

“Council” means the the District Council of Flacq

“fair” –

(a) means a space in or out of the precincts of a market designated by the Council ,under its control for the sale and purchase of authorised articles or such other place, which may be designated by the Council; and

(b) includes –

(i) Central Flacq Open Fair situated at Market Avenue, Central Flacq;

(ii) Lallmatie Fair situated at Kalimaye Road, Belvedere, Lallmatie;

(iii) Camp de Masque Pave Open Fair situated at post Office Road, Camp de Masque Pave;

“fish” –

(a) means any aquatic animal organism; and

(b) includes, shell and corals, whether live or dead, salted fish, dried fish, Cooked fish and frozen fish;

“identification card” means the card as specified in the Second Schedule;

“Inspector” means an officer of the Council appointed for the control and supervision of fairs;

“meat” includes every edible part of any animal fit for human consumption”;

“occupier” means the person to whom a stall has been allocated

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

“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 fair from which authorised articles are sold;

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

“survey” means the collection of information regarding the occupancy of stalls in 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, autocycle, car, lorry, minibus, light truck, Goods Vehicle, Velocipedes, bicycle, tricycle, van.

3. (1) A fair shall be held on such days and at such times and places as the Council may approve

(2) All fairs shall open at 6 a.m. and close at 6 p.m unless the Chief Executive may otherwise direct.

(3) The stallholder shall remove all his articles within half an hour after 6 p.m on every fair day. The Council shall not be held responsible for any article or goods left in the fair thereafter. The Council shall remove and dispose of all leftovers during the cleaning of the fair. The stallholder shall not be entitled for the payment of any indemnity whatsoever in respect of the goods left behind.

(4) After closing hours of the fair no unauthorized persons shall be allowed to remain in the fair compound.

(5) Auction for vegetables shall be carried out on Wednesdays, Saturdays, and Sundays from 2 a.m. to 6 a.m.

4. (1) The fair may be divided into specific sections and the size and location of each stall in the section shall be determined by the Council.

(2) The sections shall be as follows at Flacq Market/Fair –

(a) Food court A and B - The size of food court A shall be at least 1.5 metres x 1.8 metres and size of food court B shall be at least 3 metres x 2 metres;

Food court type C – these stalls shall be meant for sale of specific food such as Mauritian food, Chinese Food and Indian food;

Food court type D - These stalls shall be designated for sale of food which has already been prepared or cooked. No cooking is allowed on these stalls;

(b) meat, pork, venison, fish, beef sections

These Stalls shall be meant for the sale of meat, pork, venison, fish and beef as allocated to the holder.

(c) vegetable / Groceries / Fruit

Each stall is of dimension of one m x 1.6 m and meant for sale of vegetable or fruit or groceries.

(d) haberdashery

haberdashery section means stalls in Fair/ Market where the following articles may be sold –

(i) cloth and ready made garments

(ii) Groceries, curry powder and other culinary preparations, salt, pepper, candles, soap, sandalwood, edible cooking oil, ghee, butter and pickles/jam;

- (iii) books, stationery, newspapers, magazine, CDs and DVDs, engravings, postcards, photographic materials, greeting cards and toys;
- (iv) haberdashery, clothing, shoes, earthenware, chinaware, small hard ware articles, fancy goods and furniture of local manufacture/imported;
- (v) straws hats and bonnets, brooms, brushes, vacoas bags, baskets and other wicker works of local manufacture;
- (vi) manufactured tobacco;
- (vii) medicinal plants;
- (viii) utensils and cutlery and plastic ware;
- (ix) knives and bill hooks to be placed in shelves properly locked and not displaced in such a way to get direct access by members of the public.

Each stall shall be of dimension one x 1.5 metre and are meant for sale of articles mentioned above.

(e) Craft market

The craft market shall be designated for sale of crafts, artisanal, hand made crafts and curious products; draperies and ready-made garments of high end products.

(f) auction site

The auction site situated at Avenue Virginie, Central Flacq vis à vis the market /fair along the Parking Space shall be meant to carry out auction of vegetables and

fruits on Wednesdays, Saturdays and Sundays. Site plan and location plan of Auction Site shall be as mentioned in Schedule D.

(g) parking space

The parking of the market/fair shall be situated at the back near the Cite Hibiscus and a second parking in front of the market/fair near the Traffic Centre (For Central Flacq Market/Fair).

For Lallmatie Fair the Parking Space to be in front of the said Fair.

(h) loading and unloading bay

The loading and unloading bay shall be situated in front of the fair facing the Traffic Centre or other site as the Council may direct.

5. (1) The following articles shall subject to regulation (6) be authorised articles, that may be sold in the market –

- (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, juices and any other authorised 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;

- (f) shells, flowers and “bouquets”
- (g) books, stationery, newspapers, magazine, CDs and DVDs, engravings, postcards, photographic materials, greeting cards and toys;
- (h) haberdashery, clothing, shoes, earthenware, chinaware, small hard ware 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) authorised cosmetics;
- (n) salted fish, dried octopus and dried shrimps;
- (o) utensils and cutlery and plastic ware;
- (p) knives and bill hooks to be placed in shelves properly locked and not displayed in such a way to get direct access by members of the public.

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

6. (1) No fresh or frozen fish or meat or crustacea shall be sold in the fair except in authorised booths or stall provided for that purpose by the Council.

(2) No locally grown mushrooms except the kind commonly called *champignon grossepatte* shall be sold in a fair.

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

(4) Fire crackers or any other workmanship related with fireworks may be sold in the market / fair save and except with leave from the Council. The said sale shall be authorized to be carried out on vegetable stalls on non-fair days only. Such authorization shall be granted to stall holders only upon payment of an occasional fee in accordance with the fees mentioned under the Twelfth Schedule of the Local Government Act.

7. AUCTIONEERS

(1) No sale by auction shall be carried out in a fair except by an auctioneer duly authorised by the Council and at a place designated by the Council and shall operate between 2 a.m to 6 a.m on auction day.

(2) Every auctioneer shall –

- (a) keep books in the English or French Language in such form as the Chief Executive may approve showing all his transactions which shall be entered in the book within one hour of the taking place of such transaction;
- (b) cause every book required to be kept under subparagraph (a) to be numbered and initialed by the inspector and stamped with the seal of the Council.
- (c) produce the book for examination by an inspector whenever he so requests;
- (d) conduct a sale by auction aloud in French or Creole patois and announce to the public the name of the purchaser of any article sold;

- (e) not hold an auction sale except during such times and days as specified in these regulations.
- (f) not claim fee in excess of eight per cent of the proceeds of any such sale from any seller on whose behalf he conducts an auction sale;
- (g) pay such annual fee as specified in the third Schedule;
- (h) furnish security to the satisfaction of the Council for the due performance of its duties;
- (i) exercise his calling personally and not transfer his right to any other person; and
- (j) not hold any direct or indirect interest in any right granted to any other auctioneer.

(3) It shall be lawful for the Council to withdraw its authority from any auctioneer who shall have been guilty of a breach of these regulations and to cause such fee as may have been paid by any such auctioneer to be forfeited.

(4) Where any auctioneer dies before the expiry of the period of time for which he shall have been authorised to carry out auction sales in the fair, no refund of any fees paid shall be made by the Council.

8. A. ALLOCATION

(1) (a) The Council may, after inviting expression of interest and by contract, authorise any person to occupy any stall, shop or other place inside any market or fair for such other space which it controls or manages on such terms and conditions as laid down in Schedule A of this Regulation.

(b) 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.

(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.

(3) Except with the approval of the Minister, a local authority shall not –

(a) suspend, revoke or fail to renew an authorisation granted under regulation 10(1);

(b) where it has the option not to renew a contract entered under regulation 10(1), exercise that option; or

(c) vary the terms and conditions of an authorisation granted under regulation 10(1).

(4) It shall be lawful for the Council to decide upon the number of stalls or spaces to be allocated to any stallholder/occupier.

(5) It shall not be lawful for a stallholder to sublet or assign the stall allotted to him to any other person.

B. SUSPENSION AND REVOCATION OF STALL

(1) Where the occupier is found guilty, by Court for an offence under the Legal Metrology Act and the Supplies Control Act, and The District Council of Flacq Fair Regulations, the Council may subject to the approval of the Minister of Local Government, may rescind the contract by notice in writing and without any judicial or extra judicial process. In that case, the Occupier shall forthwith

vacate the stall and remove all articles there from, he shall not be entitled to any indemnity whatsoever.

(2) It shall be lawful for the Council to recommend revocation of a stall –

- (a) in case a stall holder is in arrears to the Council for a period of more than 3 months;
- (b) the Stallholder is not occupying the stall for a period of 3 months;
- (c) the stallholder has sublet the stall.

C. SHIFTING OF STALL

It shall be lawful for the Council to approve shifting of stall upon request received from stallholders. The Council shall decide the stall number to be allocated in case of shifting of stall may be done within one section or from one Section to another. The stallholder has to surrender the previous stall.

D. TRANSFER OF STALL

It shall be lawful for the Council to approve transfer of stall. Transfer of stall will be allowed among descendants and ascendants and relevant documents have to be submitted to ascertain relationship.

E. ADJUSTMENT OF STALL

It shall be lawful for the Council to make adjustment of stall upon request from stallholder. The Council may allocate additional space to a stallholder, in case the latter is wholly dependent upon the activity of the market/fair to earn a living. The stall to be allocated should be in same section and must be adjacent .The stallholder shall have a good conduct and must not be in arrears with the council.

F. 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.

9. (1) Every stallholder selling by weight or measure in a fair shall have his own appropriate weights, measures and instruments duly assized under the Legal Metrology Act.

(2) Every person selling by weight shall have a self-indicating weighing instrument.

(3) 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.

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

(5) It shall be lawful for any Customer to request an inspector on duty in the fair to use an official duly assized weighing instrument to verify the quantity of his goods, and it is the said quantity found correct, the stallholder shall make up the difference.

(6) Any authorised article brought into the fair shall be exposed in full view of the general public.

(7) The price of every article exposed for sale in the fair shall be conspicuously affixed on the article.

10. RESPONSIBILITY OF STALLHOLDER/EMPLOYEE IN FAIR

A. (1) It shall not be lawful for a stall holder to obstruct or to expose articles for sale on any passage, pavement or open space

between or on the sides of stalls, or hanging articles in front of their stalls.

(2) It shall not be lawful for a stallholder to sit or to lie down on or beneath benches, tables, or stall of the fair, or to place on or beneath such benches, tables or stalls any articles other than those that are offered for sale unless authorised by an Inspector.

(3) (a) It shall not be lawful for a stallholder 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 fair alley; or any other place within the precincts of the market/fair.

(b) 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.

(4) It shall not be lawful for a stallholder to use water, other than from taps provided for that purpose in the fair.

(5) A stallholder shall not be allowed to wash and clean vegetables in the fair.

(6) A stallholder shall carry his activity in such a manner as not to incommode in any way whatsoever the neighbouring stall occupiers.

(7) A stallholder shall not be allowed to use an amplifier or play music in a loud tone causing noise disturbance to other stallholders or members of the public.

(8) Every stallholder shall keep his stall, the adjoining passage and the space beneath his stall clean at all times.

(9) 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 fair.

(10)(a) Every stallholder dealing in Haberdashery products, handicraft products, victualler, seller of cakes, retailer of foodstuffs and non-foodstuffs and any other activities where gas stoves are used shall be in possession of a fire extinguisher of 2.5 kilogrammes ABC dry powder capacity at all times while carrying out their activity in the fair.

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

(11)(a) (i) No stallholder shall hawk or cry goods for sale in the fair or in its precincts

(ii) It shall be an offence for a stall holder to leave such stall for the purpose of advertising his goods by gestures, shouting or demonstration or to stop any person in any manner whatsoever for the purpose of inducing him to examine or buy his goods.

(b) (i) No stallholder shall sell any article on a specific stall other than that for which it has been designated or authorised.

(ii) There shall be provided between any two rows of spaces or stalls in any fair a free passage to enable the free movement of customers and other users of such passage.

(c) Any article brought for sale into a market shall be openly exposed in the stall or space allotted to a stallholder.

(12) It shall be an offence for a stallholder to erect or cause to be erected any structure on his stall unless authorised by the Council.

(13) It shall be an offence for a stallholder to expose its articles at a height of more than 2 metres from ground level.

(14) Any stallholder who wishes to employ another person to assist him shall make an application in writing to the Council.

(15) The Council shall reserve the right to approve or refuse an application under paragraph (14) and to revoke such authorisation at any time it considers necessary.

B. (1) No Stallholder shall cook food in a fair except at specific spaces reserved for such purposes and as the Council may approve.

(2) (a) No Stallholder suffering from any communicable disease shall be admitted in the fair or shall be allowed to trade in it.

(b) Every stallholder shall be in possession of a valid Foodhandler's/ medical Certificate issued by the Sanitary Authority to certify that he is free from communicable diseases.

(3) 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 over clothing 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.

(4) Any article brought for sale into a market shall be openly exposed in the stall or space allotted to a stallholder

11. (1) Every stallholder and/or his employee shall when on duty carry an identification card issued to him by an Inspector.

(2) 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 Third Schedule.

(3) Every stallholder shall have an identification card in his possession whilst trading in a fair. He shall produce on demand to any authorised officer his identification card.

12. ORDER GIVEN BY AN INSPECTOR / OFFICER OF COUNCIL

(1) It shall be lawful for an inspector to order any person to stop occupying any stall, space in the fair.

(2) Any person occupying or continuing to occupy any place in breach of an order given under the preceding paragraph shall commit an offence under these regulations and any article found in any such place shall be confiscated unless forthwith removed by such person.

13. PROHIBITED ACTS/BEHAVIOURS

(1) 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.

(2) No person shall introduce dogs or such other domestic animal/pets into the fair.

(3) No person shall enter the fair whilst under the influence of intoxicating beverages or drugs.

(4) It shall not be lawful for any person –

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

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

(c) to loiter in the fair with intent to commit an offence;

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

(e) to smoke, spit, beg in the fair.

14. (1) It shall be an offence for any person to cause any vehicle used for the conveyance of goods of any kind or vegetables in the fair ground to enter such fair ground. Such vehicle shall station on site to be indicated by an authorised officer for such period of time as shall be necessary for loading and unloading.

(2) It shall not be lawful to introduce any bicycle, motorcycle or any other velocipedes or any other vehicle inside the fair.

(3) Any authorised officer may for the purpose of paragraph 16(1) and (2) give such directions to the owner of vehicle as he considers necessary and may contravene any offender for the breach of the said regulation.

(4) (a) It shall be an offence for a person to allow a vehicle to be parked in the loading and unloading bay for more than half an hour and shall move his vehicle for others to do so.

(b) It shall be an offence for a person to load and unload any goods or park his vehicle between 8.45 a.m. to 3 p.m. in the loading and unloading bay of the fair.

15. It shall not be lawful for any person whether holder of a hawker's licence or not –

- (a) to sell whether by hawking or otherwise, or to expose or offer for sale at any place in the fair and its premises or within the radius of one kilometre from the fair, any commodities, fish, meat, poultry, venison or allied products, shell fish, shrimps, turtle, 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, 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 5 except those persons who are holder of trade fee receipt in an authorised premises;
- (b) to sell or expose for sale any article on any stall in the fair unless he is holder of that stall in the fair;
- (c) any authorised officer may take such steps as he considers necessary to maintain order at a fair and to ensure that these regulations are complied with.

- (d) any authorised 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 fair;
 - (ii) seize and detain or destroy any article which is exposed for sale within the radius of one kilometre from the 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 authorised officer and shall be disposed as directed by the Chief Executive.

16. (1) It shall be an offence for a stall holder/occupier or employee in the market/fair or any other person to obstruct, molest, assault, use foul language against an authorised officer or any officer designated by the Chief Executive in the fair.

(2) (a) on failure on the part of any occupier or employee to comply with the above regulation, It shall be lawful for the Council to declare such stall temporarily vacant pending enquiry and prosecution if any, and findings of the Court. All articles exposed for sale therein shall be removed at once and if not so removed, shall be forfeited.

(b) In event the occupier of stall, shop, place in the market fair is convicted, it shall be lawful for the Chief Executive to dispose of such stall leased and to terminate the contract following a decision of the Council and the approval of the Minister.

17. (1) The fees to be paid by a stall holder for the occupation of stalls shall be as specified in the Third Schedule.

(2) (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 consecutive months, a notice shall be served upon him to settle same.

(b) 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.

(3) Where the occupier fails to pay of any installment by the date specified in paragraph (2) the district council may rescind the contract by notice in writing and without judicial or extra judicial process.

(4) The 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.

(5) The Council may initiate legal action against stallholder who is in arrears for even one month.

(6) A stallholder requesting for transfer of stall should pay a transfer and processing fee and the fee shall be specified in the Third Schedule.

18. 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 fire, theft, flood, heavy rainfall and cyclone.

19. Any stallholder who feels aggrieved by the decision of the Council may seek recourse at any court of law.

20. (1) Any Contractor who has been awarded a contract for cleaning and maintenance of the Fair shall be subject to such

condition that the Council may terminate the contract after one month prior notice, in event the contractor is not performing to the satisfaction of the Council.

(2) The termination of the contract will not entitle the contractor to payment of any indemnity or any judicial or extra judicial process.

21. (1) Any prosecution under these regulations may be instituted by the Council or the Police.

(2) Any person who contravenes these regulations shall commit an offence and shall, on conviction, be liable to a fine not exceeding 10,000 rupees.

22. 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.

23. These regulations shall be deemed to have come into operation on 1 August 2015.

Made by the District Council of Flacq on 10 December 2015.

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

On the one part

AND

Mr/Mrs /Ms of
 hereunder referred to as “The Occupier”

On the other part

It has been agreed as follows –

1. The Council hereby authorizes the Occupier to occupy stall in section/subsection in the market fair for the purpose of selling
2. The aforesaid stall contract shall cover the period of months from to
3. The annual fee per stall shall be Rs which sum may be either be paid in full or by instalments. If party on the other hand decides to pay in full same should be paid for one year latest by the **4TH 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.

Such payment shall be made at THE DISTRICT COUNCIL,
HEAD OFFICE, PLAINE DE GERSIGNY, FLACQ.

4. The price or instalments stipulated in paragraph (3) above shall be paid as specified in the Third Schedule.

5. (1) Failing the 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.

(2) 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 whatsoever.

6. (1) The Occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid authorisation without the approval in writing of the Council.

(2) On the occupier's death the contract shall come to an end. The Council may, upon request, allocate the stall to the widow or to a heir who is willing to continue his aforesaid authorisation 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.

7. The council shall reserve its rights to carry out any structural change, 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 the district council further reserves its right to reduce the space occupied by stalls if this is necessary.

8. (1) The Council shall reserve 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.

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

9. Should the occupier be found guilty by Court of Law for an offence under the Legal Metrology Act 1985 and the Supplies Control Act, the Council may subject to the approval of the Minister of Local Government, 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, he shall not be entitled to any indemnity whatsoever.

10. Should the Council decide at any time to pull down and reconstruct the market 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.

11. If the Occupier 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.

12. The occupier 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 the stall in the exercise of his trade. He shall replace at his own costs such articles as defective tiles and worn out

chopping blocks. In case he fails to do so within the delay required, the Council may rescind the contract and take possession of the stall.

13. The occupier shall abide by, obey, and be subject to the Council Fair Regulations which now are or may hereafter be enforced or passed and nothing herein contained shall be held to affect, or limit the full effect of the said regulations.

14. After a period of three years, where no revision of any fees is warranted by the Council and there is no variation of any terms and conditions of the present contract, authorization contract shall not be deemed to have been renewed by ‘tacitere conduction’. The occupier shall have to enter into written agreement anew.

15. (1) It shall not be lawful for a stall holder/occupier, 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 fair.

(2) Failure on the part of any occupier/agent/employee to comply with the above section, It shall be lawful for the Council to declare such stall temporarily vacant pending enquiry and prosecution if any. All articles exposed for sale therein shall be removed at once and if not so removed, shall be forfeited by the Council without any indemnity.

(3) In event the occupier of stall, shop, place in the market fair is convicted, it shall be lawful for the Council, subject to approval of the Minister, to terminate the contract and allocate same to other person.

16. 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.

Made in two originals and in good faith.

**THE DISTRICT COUNCIL OF FLACQ, HEAD OFFICE,
PLAINE DE GERSIGNY, FLACQ**

.....
Stall occupier

.....
Chairperson

.....
Chief Executive

.....
Date

FIRST SCHEDULE

[Regulation 2]

THE DISTRICT COUNCIL OF FLACQ

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 agreed as follows –

1. The Council hereby authorizes the Occupier to occupy booth in section/subsection in the for the purpose of selling
2. The contract shall be for a period of three years starting as from and ending The contract may be expressly renewed upon expiry of the delay of 3 years upon the Council’s discretion and upon new terms and conditions including a revision of the fee payable. “Tacite reconduction” shall not apply in any circumstances.
3. (1) The annual fee per booth shall be Rs/- which sum may be paid in full or by instalments. If the Occupier decides to pay his annual fee in full same should be paid at latest by the In case the Occupier decides to pay

his fee by instalments, payment should be effected in advance by three instalments to be paid on, respectively.

Such payment shall be made at THE DISTRICT COUNCIL, HEAD OFFICE, PLAINE DE GERSIGNY, FLACQ.

(2) The full sum or instalments stipulated in paragraph (3) above shall be paid as specified in the Third Schedule.

(3) In case of failure by the Occupier to pay the prescribed fee at its due date, the Council may rescind the contract upon notice being served upon the Occupier calling upon him to appear before a Committee set by the Chief Executive of the Council to show cause why the booth allocated and occupied by him shall not be forfeited and he be ordered to vacate.

(4) 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 whatsoever.

4. The Occupier shall not be entitled to sell, transfer, cede, assign or sublet or otherwise dispose of the booth allocated to him except with the written authorization and consent of the Council and at the latter's own discretion.

5. The Contract shall come to an end upon the death of the Occupier. The Council may, however, at the written request of the widow and/or heir of the Occupier, authorise the latter to take over the rights and obligations of the Occupier under the Contract subject to the production of an affidavit of succession and an affidavit witnessing the consent of all the other heirs to the occupation of the booth by the widow and/or heir.

6. The council reserves its rights to carry out any structural change 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 the district council further reserves its right to reduce the space occupied by booth if this is necessary. The occupier is not allowed to undergo any infrastructural work within the booth which may cause damage to the partitioning, roof, floor.

7. The Council reserves its rights to cause any booth to be altered, repaired and reconstructed as it may deem fit, 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 Occupier such other booth as may be available in order to enable the Occupier to continue his trade.

8. Should the Occupier be found guilty by any Court of Law for an offence under –

- (a) the Legal Metrology Act;
- (b) the Consumer Protection (Price and Supplies Control) Act; and
- (c) the District Council at Flacq Market/Fair Regulations, the Council may, subject to the approval of the Minister of Local Government, rescind the contract by notice in writing and without any judicial or extra-judicial process. In that case, the Occupier shall not be entitled to any indemnity whatsoever.

9. Where the Council decide, at any time, to pull down and reconstruct the market 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 6 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.

10. If the Occupier makes use of any electric appliances or refrigerator, he shall make his own arrangement with the CEB for the supply of electricity with the approval of the Council. The booth will be provided with an electric point which can be used to connect an electric device to decrease the temperature in the booth. In no circumstances the electric point should be used for other purpose. The Council reserves the right to disconnect the electric point in case of misuse or malpractices. The Occupier may be requested to pay a fee for the supply of electricity. The amount will be decided by the Council.

11. The Occupier shall be responsible for the good maintenance of the booth allotted to him. 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 as defective tiles, electric bulbs, socket, extractor, bulbs and switch. In case he fails to do so within the delay required, the Council may rescinds the contract and take possession of the booth.

12 (1) It shall not be lawful for an Occupier, his agent and/or prepose and/or employee to make use of foul language, molest, assault, obstruct and/or threaten both physically and/or verbally any officer of the Council, any other Occupier trading in the same market fair and/or members of the Public in general.

(2) If the occupier does not comply with these regulations, he shall be convened before a Committee set by the Chief Executive of the Council to show cause why the Contract should not be terminated for breach of the aforesaid regulation. In case the Committee finds the Occupier guilty of breach of the aforesaid regulation, the Council shall be entitled forthwith to terminate the Occupier's contract and shall allocate the booth to another Occupier.

(3) Pending determination and outcome of the Committee, it shall be lawful for the Council to declare such booth temporarily vacant and all articles exposed for sale shall be removed at once by the Occupier and if not removed, may be forfeited by the Council without any indemnity whatsoever.

13. 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.

14. The occupier shall have the responsibility to lock the booth and keep the keys in his possession at all times.

15. The occupier is allowed to inscribe his name or trade name on his booth.

16. The occupier is not allowed to stay in the booth after the closing hours of the fair.

17. The Occupier shall strictly comply and abide with the Council Fair Regulations which is annexed to the present contract and shall, to all intents and purposes, form part of the contract.

18. In case of breach of any of the conditions set out in the contract and in the regulations, the Council shall be entitled to proceed towards the immediate eviction of the occupier by means of an application before the Judge in Chambers, Supreme Court for the issue of a “*Writ Habere Facias Possessionem*” and the Occupier shall bear all the costs thereof.

Made in two originals and in good faith.

**THE DISTRICT COUNCIL OF FLACQ, HEAD OFFICE,
PLAINE DE GERSIGNY, FLACQ**

.....
Booth-Occupier

.....
Chairperson

.....
Chief Executive

.....
Date

SECOND SCHEDULE

[Regulation 2]

IDENTIFICATION CARD FOR STALLHOLDER

The Fair

Name of Stallholder:

Address of Stallholder:

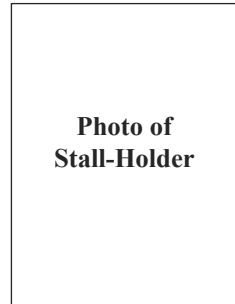
National ID Card No.:

Section:

Stall No.:

Item sold:

Date of Issue:



.....
Signature of stallholder

.....
Signature of Inspector

IDENTIFICATION CARD FOR EMPLOYEE

The Fair

Name of Stallholder

Stall no.

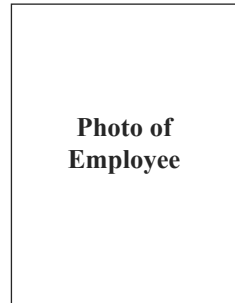
Item sold

Name of Employee

Address of Employee

National ID Card no.

Date of Issue



.....
Signature of Agent/Employee

.....
Signature of Inspector

THIRD SCHEDULE**Annual Fee Per Stall**

New Central Flacq Open Fair	(Vegetable Sellers/Fruits Sellers) (operating on 2 days) (Stall for Food Sellers operating on 7 days basis) For 1 stall – Type A For 1 stall – Type B For 1 stall – Type C For 1 stall – Type D (Haberdashery) operating on 6 days Auctioneer	–	Rs. 8,400 Rs. 9,600 Rs. 19,200 Rs. 120,000 Rs. 8,400 Rs. 12,000 Rs. 48,000
New Lallmatie Open Fair	(Haberdashery, Vegetables, Fruits, Grocery, Cakes) Newspapers Eggs (Meat, Fish, Poultry, Venison, Goat) Seller of food without cooking Seller of food with cooking facilities	–	Rs. 6,600 Rs. 8,400 Rs. 6,600 Rs. 8,400
Issue of Identification Card	(1) First Issue (2) Duplicate	– –	Rs. 50 Rs. 200

Administrative Fee	–	Rs. 1,000
Camp de Masque Pave Open Fair	–	Rs. 2,400

30 December 2015

FOURTH SCHEDULE

Location Plan of Auction Site of Central Flacq Market / Fair

