

# **Municipal Council of Port Louis (The Pointe aux Sables Market/Fair) Regulations 2008**

**GN No. 197 of 2008**

## **THE LOCAL GOVERNMENT ACT 2003**

### **THE MUNICIPAL COUNCIL OF PORT LOUIS**

#### **(The Pointe aux Sables Market/Fair) Regulations 2008**

**Regulations made by the Municipal Council of Port Louis under Sections 51, 61, 62, 141 and 142 of the Local Government Act 1989 as subsequently amended and under Section 45(1) & (2) of the Local Government Act 2003 as subsequently amended.**

#### **1. Short Title**

These regulations may be cited as **The Municipal Council of Port Louis (The Pointe aux Sables Market/Fair) Regulations 2008.**

#### **2. Interpretation**

In these regulations,

"Animals" include oxen, bullocks, cows, calves, heifers, sheep, pigs, goats, deer, rabbits, hares and poultry.

"Article" refers only to such articles as are properly meant to be sold on such stall under these regulations and as authorised by the Council

"Child" means a person under the age of fifteen.

"Contract" means the deed under private signatures entered into between the Municipal Council and the stallholder for the rental and occupation of any stall as specified in schedule B.

"Chief Executive" means the Town Clerk or any other person who may be designated as the Chief Executive Officer of the Council.

"Council" means the Municipal Council of Port Louis.

"Employee" means any person of age employed by the occupier to help the latter or to replace him during his absence and is duly registered with the National Pension Fund of the Ministry of Social Security.

"Fair" means a space in or out of the precincts of the Pointe aux Sables (Market/Fair) designated by the Council for the sale of articles or goods under its control.

"Fish" -

- (a) means any aquatic animal/organism; and
- (b) includes -
  - (1) shells and corals, whether alive or dead
  - (2) salted fish, dried fish and frozen fish.

"Food" means any substance, whether processed, semi-processed or raw, which is intended for human consumption

"Fresh fruits" include imported fresh fruits.

"Identity Card" means the card as specified in schedule A.

"Inspector" means such officer as the Local Government Service Commission may appoint and whom the Municipal Council may direct for the control and supervision of the Markets/Fairs.

"Label" includes any tag, brand, mark, pictorial, or other descriptive matter written, printed, stencilled, marked, embossed or impressed on, or attached to any article

"Lord Mayor" means the Lord Mayor of the Municipal Council of Port Louis

"Mark" has the same meaning as in the Trade Marks Act.

"Meat" means the carcass and offal of any animal, used or intended to be used as food for human beings and includes every edible part of any animal fit for human consumption.

"Notice" in relation to an article means a conspicuous writing or written document which is

- (a) set out on, affixed to or pegged into a specimen of the article or the container of the specimen; or
- (b) where the nature of the article or the manner in which it is kept does not permit compliance with paragraph (a), a notice written in English or French set up close to the place where the article is exposed or offered for sale.

"Pesticide" has the same meaning as in the Pesticide Control Act 1970.

"Premises" includes stall or any space designated by the Council.

"Price" means the sum expressed in Mauritian currency and set out in Arabic figure.

"Trade Fees" means the fee payable for the conduct of a classified trade as prescribed under the Municipal Council of Port Louis (fees for classified Trades) Regulations.

"Trader" means any person carrying on any business, trade, art or calling in the exercise of which he buys or sells any goods, wares or merchandise.

"Stall" means any place, shop or booth in a market/fair rented by the Council to a stallholder

"Stallholder" means any person authorised by the Municipal Council to occupy any stall for the sale of authorised articles.

"Vegetable" includes tubercles and any herb or leaves.

"Wholesale Dealer" means a person purchasing taxable or non-taxable goods from a manufacturer or distributor for purpose of resale to a retailer.

**3.** The fair shall be held on such day and at such times as may be determined by the Council.

**4. Closing hours**

The time at which the Fair shall be closed on every Sunday of the week shall be 12.00 hours.

**5. Admittance after closing hours**

(1) After the closing hours (a) no member of the public shall enter or be allowed to enter the fair and (b) any person found entering, loitering, walking in any alley of the fair shall be

arrested forthwith by the Inspector or Security Officer or Watch keeper and handed over to the Police for action.

- (2) Once the Fair is closed, no stallholder/stall employee shall stay inside the fair.

## **6. Cleaning of stall by stallholders**

Every stallholder shall be bound to clean or wash his stall before leaving the Fair in the afternoon.

## **7. Cleaning of the Fair**

As soon as the Fair is closed on any day, the cleaning of the Fair shall forthwith be effected by the Municipal Council so that same is clean and ready for use on the following day.

## **8. Items that may be sold in the Fair**

The following articles or goods may be sold in the fair:-

- (1) Fresh fruits, flowers and vegetables.
- (2) Artificial flowers and "bouquets", post cards, Christmas and New Year cards.
- (3) Haberdashery, clothing, shoes, hats, bonnets, shirts, caps, toys, perfumes, earthenware, chinaware, glassware, small hardware articles.
- (4) Straw hats and bonnet, brooms, brushes, vacoas bags, baskets and other wickerwork:
- (5) Cooked food, cakes, confectioneries, pastries, dhol puri, bread and other food as authorised by the Municipal Council.
- (6) Any other articles/goods as authorised by the Council.

## **9. Articles prohibited for sale in the Fair:**

- (1) Locally grown mushrooms
- (2) Pesticides

(3) Cement, fertilizer, herbicides, medicines and baby food

(4) Alcoholic drinks and cigarettes.

All such articles found exposed for sale at the fair shall be seized and disposed of by the Council without incurring any liability.

**10.** (1) No person shall cook and hawk goods in the Fair.

(2) No person or stallholder shall sell any articles/goods which are prohibited by any other enactments.

**11.** No person in the Fair shall -

a. Spit or beg;

b. Create any disturbance or make use of any foul, injurious or abusive language;

c. Introduce dogs or other animals or birds.

**12.** (1) No person shall enter the fair whilst under the influence of intoxicating beverages.

(2) No person shall enter the fair unless decently dressed.

**13. Possession of drugs prohibited**

Any stallholder suspected to be in possession of drugs in their stalls or entering the market under the influence of drug or alcohol or found soiling the alley or urinating in any part of the fair or lighting fire crackers may be arrested, questioned and searched by any Inspector or the Police. The person or stallholder and his stall may be searched without any warrant and any drug or alcoholic drinks found shall be seized by the Police.

**14.** All stallholders/Employees shall be in possession of a valid medical certificate issued by the Sanitary Authority/Medical Practitioner to show that he is free from any communicable diseases.

**15. Registration of Employee**

(1) Every stallholder or shop hirer who shall employ another person to sell in his place shall declare the fact to the Inspector in Charge of the Market/Fair who shall inscribe the name

of the said person in a register to be kept specially for that purpose.

(2) The said person shall be held responsible for all contraventions occurring during the absence of the stallholder or shop hirer.

**16.** Smoking in the Fair is strictly prohibited.

**17.** All persons bringing articles for sale into the Fair shall be bound to obey all lawful orders for the maintenance of discipline issued to them by the Inspector, the Police or any agent of the Council.

**18.** It is forbidden to sit or to lie down on or beneath the tables of the Fair or to place thereon or beneath any articles other than those which are offered for sale.

**19.** It shall be lawful for the Council to refuse to allow any person it may deem not to be a fit and proper person to occupy or to continue to occupy a stall in the Fair.

Any person occupying or continuing to occupy such a stall contrary to the decision of the Council, which decision shall be final, shall be guilty of an offence, and the articles in the said stall shall have to be removed at once and, if not so removed at once shall be forfeited.

**20.** It shall be lawful for the Council to dispose of any stall the stallholder of which shall not, in the opinion of the Council, have carried on his trade to the satisfaction of the said Council.

The decision of the Council shall be final.

**21. Weights or measures.**

(1) Any person engaged in the sale of any goods by the weight in the market/fair shall provide his own scales and, if such scales are fitted with plates the following weights -

125 grammes

1 kilogram

250 grammes

2 kilograms

500 grammes

3 kilograms

and shall keep such scales and weights clean and in good working order.

(2) The scales required to be provided under paragraph (1) shall be in conformity with the

Legal Metrology Act.

**22.** No person shall expose articles for sale or shall deposit waste on any passage, pavement, or open space between or on the sides of stalls, shops or booths or any unauthorised space.

**23. Identity Card**

Every stallholder/stall employee shall

- (1) have in his possession an identification badge or an identity card with his photograph and name as approved by the Municipal Council as per schedule A.
- (2) immediately notify its loss or any damage caused thereto to the Inspector.
- (3) shall not under any circumstances whatsoever remit or deliver to any unauthorised person his badge or card.
- (4) shall produce the identity card/badge on demand to an Inspector/Police Officer

**24.** All stalls, shops and places shall remain unmodified subject to any modifications as approved by the Council.

**25.** Any person or stallholder found in the fair gambling or engaged in the process of gambling in any form or manner with whomsoever or being in possession of any prohibited drug, or acts as Intermediary (Courtier) between a purchaser or any member of the public or a tourist and the stallholder condones such operations, or makes any obscene or indecent gesture or acts in an obscene or indecent manner, or makes or uses an indecent language shall commit an offence and shall be arrested forthwith by the Inspector or by the Police and brought to any Police Station or Police Post.

**26.** If a person or stallholder hinders, persists with, obstructs or molests, with or without force or violence, any Municipal Councillor, or the Chief Executive, or any Inspector or Guard, it shall be lawful for the Council to declare such stall, 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.

## **27. Damage to Market/Fair Premises**

- (1) No person shall cause any damage to the buildings, dependencies or implements of any Municipal Markets, nor write or engrave on any wall therein.
- (2) It is forbidden to fix or to adapt, in any manner whatever, nails, screw-rings or anything whatever, to any part of the buildings, dependencies or implements of any market, or to hang up or cause to be hung up "tentes", baskets, carpets, towels or any articles or thing whatever in any part of any Municipal Market.
- (3) Every person occupying a stall, bench, shop or place shall be bound to keep such stall, bench, shop or place in a proper and constant state of cleanliness and to have a dustbin (of a pattern approved by the Public Health Committee) in which shall be placed all refuse and sweepings. He shall also be bound to have the said stall, bench, shop or place washed and cleaned daily before leaving the market.

On a second contravention of this regulation, it shall be lawful for the Public Health Committee to declare such stall, bench, shop or place vacant to all intents and purposes and all articles exposed for sale therein shall have to be removed at once and if not so removed, shall be forfeited.

- 28.** No person or stallholder shall carry out a classified trade listed under the Local Government Act 2003 as subsequently amended unless he has paid the relevant prescribed fees.

## **29. Insurance**

The stallholder shall subscribe to an Insurance Policy for all types of risks and losses and third party liability.

## **30. Duration of Contract**

The contract shall be valid for 3 years and may be renewed on such conditions as decided by the Council.

## **31. Fees and Rentals**

- (1) The fees for the right of occupation/stall shall be Rs1,000 per year and be payable in July every year.



- (2) The rental shall be Rs400 per month payable in advance, at latest by the 10th of the current month.
- (3) Non-payment of the fees at (1) and at (2) for 3 consecutive months shall terminate the agreement.

**32. Operation on weekdays and Public Holiday.**

The Council reserves the right to arrange for the running of the Fair as it deems appropriate without having to obtain the consent and participation of the stallholders.

**33. Disposal of stall for non-exposure**

It shall be lawful for the Council to dispose of any stall

- (i) the tenant of which, although paying his rent, shall have exposed no article for sale during ninety (90) consecutive days
- (ii) the tenant of which has sublet the stall/free space to a third party.

The decision of the Council under this paragraph shall be final.

**34. Fire Extinguisher**

Every stallholder shall keep in his stall a fire extinguisher of minimum weight one (1) kg and in good working condition, for use in case of emergency.

**35 Penalties and Offences**

1. Any prosecution for any offence under these regulations may be instituted by an Inspector or Officer of the Council designated by the Chief Executive or by any Police Officer.
2. Any person who contravenes any of the provisions of these regulations shall commit an offence and shall on conviction be liable to a fine of not less than Rs1,000.
3. Any person contravening any of the provisions of these regulations or hindering, resisting, obstructing or molesting with or without force or violence or disobeying any lawful order of the Lord Mayor, the Chief Executive or of any Inspector or Police Officer, shall be liable to

a fine not exceeding Rs15,000 or imprisonment not exceeding 6 months and may be expelled from the Fair.

Made by the Municipal Council of Port Louis on 2nd day of April 2008.

**SCHEDULE A**

**MUNICIPAL COUNCIL OF PORT LOUIS**

.....FAIR .....MARKET

Agents, Assistant's Porter's, Identity Card

Serial No. ....

Surname of Stall Employee.....

Other Names.....

Address of Stall Employee

.....

No. of Stalls/Spaces..... Date of Birth.....

Stall/Spaces No. ....Sex.....

Name of stall/space holder.....

Address of stall/space holder.....

Stall/space holder's card serial No. ....

Items Sold.....

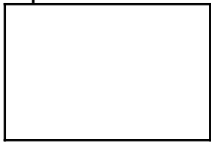
Date of Delivery.....

Signature of Stall Employee.....

Signature of stall/space holder.....

Signature of Municipal Council Inspector.....

(Seal of Municipal Council of Port Louis)



**SCHEDULE B**

Right of Occupation Contract

Between the Municipal Council of Port Louis represented by its Chairman,

Mr.....and its Chief Executive

Mr.....

On the One Part

AND

Mr.....of

.....hereunder referred to

as

"The Occupier"

On the Other Part

It has been agreed as follows:-

1. The Council hereby sells to the Occupier the right of occupation of stall.....in section/subsection .....in the Pointe aux Sables Market/Fair for the purpose of selling therein.
2. The aforesaid right of occupation shall cover the period of..... month as from.....
3. The sale price of the aforesaid right of occupation which amounts to Rs..... shall either be paid in full by the..... at latest by .....instalments of Rs.....to be paid on.....

Such payment shall be made to the Financial Controller in his Office at the Municipal Council

4. The sale price or instalments stipulated in paragraph (3) above shall be paid in addition to any monthly rates prescribed.

- 5 (i) In default of the payment by the occupier of any instalment by the afore mentioned date the Municipal Council may rescind the contract by notice in writing and without judicial or extra judicial process.
- (ii) Such rescission shall be without prejudice to any other action which the Municipal Council may lawfully be entitled to take against the Occupier. The Occupier shall forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.
6. The Occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid right of occupation,
7. The Occupier's death shall put an end to the contract unless he leaves a widow or an heir was in the life time of the occupier assisting the latter in his occupation, in which case the said widow or heir shall be entitled to take over his right and obligations under the contract.
8. The Municipal Council reserves for itself the right to carry out any structural change including the opening of new door 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 Municipal Council also reserves its right to reduce the space occupied by stalls if this is necessary.
9. The Municipal 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 occupier thereof. Such right will be extended to any alteration, repair or reconstruction of the interior installation of any stall should the Municipal Council consider it advisable.

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

10. Should the Occupier be found guilty by a Court of an offence under the Legal Metrology Act 1985 and the Supplies Control Act, the Municipal 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 forthwith vacate the stall and remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.
11. Should the Municipal 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 Municipal 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 the payment of any indemnity whatsoever.

12. 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 Municipal Council Inspector.
13. The Occupier shall be responsible for the good maintenance of the stall allotted to him. He shall make good at his own costs all damage 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.
14. The Occupier shall abide by, obey, and be subject to, the Municipal 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.
15. The occupier or his employee shall have in their stall a fire extinguisher of minimum weight 1 kg and in good working condition for use in case of emergency.

**Made in duplicate.**

MUNICIPAL COUNCIL OF PORT LOUIS

.....  
Stall Occupier

.....  
Lord Mayor  
Municipal Council of  
Port Louis

.....  
Chief Executive  
Municipal Council of  
Port Louis