

Municipal City Council of Port Louis (Monneron Fair) Regulations 2016

GN No. 168 of 2016

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THE LOCAL GOVERNMENT ACT 2011

Regulations made by the Municipal City Council of Port Louis under Section 163 (1) (2) of the Local Government Act 2011.

1. These regulations may be cited as the **Municipal City Council of Port Louis (Monneron Fair) Regulations 2016**.

2. In these regulations -

"Act" means the **Local Government Act**;

"authorised article" means an article as listed in regulation 4;

"Authority" means the Municipal City Council of Port Louis;

"Chief Executive" means the Chief Executive of the Municipal City Council of Port Louis;

"contract" means an occupation contract in the form set out in Schedule A or as may otherwise be approved by the Council;

"Council" means the Municipal City Council of Port Louis;

"fair" means Monneron Fair;

"food" (a) means any substance, whether processed, semi processed or raw, which is intended for human consumption; and

(b) includes any substance which has been used in the manufacture, preparation or treatment of food;

"Identification badge", means a badge in the form set out in the second schedule;

"Inspector" means an officer of the Council appointed for the control and supervision of markets/fairs;

"Monneron Fair" is described as follows -

2 plots of land forming part of Monneron Market Fair

The first lot (Site A) of an extent of six hundred and seventy nine square metres (679.00 m²) is bounded as follows:

on the first side by a ramp on 3 lines measuring four metres (4.00 m), six metres and sixty five centimetres (6.65 m) and nine metres and eighty centimetres (9.80 m) respectively;

On the second side by sundry owners on forty nine metres (49.00 m).

On the third side by Monneron Street on fourteen metres and fifty centimetres (14.50 m).

On the fourth and last side by a concrete pavement running along the Motorway M1 on thirty eight metres and sixty centimetres (38.60 m).

The second lot (Site B) of an extent of six hundred and seventy one square metres (671.00 m²) is bounded as follows:

On the first side by a pavement on twenty one metres and seventy centimetres (21.70 m).

On the second side by sundry owners on 7 lines measuring six metres and ten centimetres (6.10 m), two metres and sixty centimetres (2.60 m), three metres and ten centimetres (3.10 m), four metres and forty centimetres (4.40 m), five metres and eighty five centimetres (5.85 m), two metres and thirty five centimetres (2.35 m) and eleven metres and sixty centimetres (11.60 m) respectively.

On the third side by Compagnie Mauritius Industries Limited on fourteen metres and ninety centimetres (14.90 m).

On the fourth and last side by a passage seven metres and forty centimetres (7.40 m) wide on thirty three metres and seventy centimetres (33.70 m) within the administrative area of the City Council, dealing in the purchase and sale of authorized articles;

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

"stall/space" means any stall or other space in the fair allotted temporarily by the Council to a stall-occupier in return for the prescribed fee payment;

"stall-occupier" means any person authorised by the City Council to occupy a stall/space temporarily for the sale of authorised articles inside the fair;

3.
 - (1) The fair shall be divided into such sections as the Council may approve.
 - (2) The time at which the fair shall be opened on any week day shall be from 6.00 a.m to 6.00 p.m unless otherwise directed by the Chief Executive.
 - (3) The fair shall be closed at noon on Sundays/Public holidays unless the Chief Executive may otherwise direct.
 - (2) The time at which the fair shall be opened on any week day shall be from 6.00 a.m to 6.00 p.m unless the Chief Executive may otherwise direct.
 - (3) The fair shall be closed at noon on Sundays/Public holidays unless the Chief Executive may otherwise direct.
 - (4) It shall not be lawful for a stall-occupier to erect or to cause to be erected any structure on his stall or space unless the Council may authorize.
 - (5) All refuse shall be deposited or emptied in places set apart for that purpose and no person shall scatter or throw about in a fair any leftovers, leaves, peelings, wastepaper or other refuse of any sort.

4.
 - (1) The following articles shall be authorized articles which may be sold in the fair -
 - (a) full grown fruits, vegetables, edible roots, tubers, herbal plants not of a poisonous nature, pickles;
 - (b) haberdashery, fancy-goods, cutlery, earthenware, chinaware, glassware, toys, ready-made garments, cosmetics, articles of clothing, footwear;
 - (c) milk, infused tea, coffee and cocoa, toddy curd, milk products, soft drinks, alouda, lemonade, minerals, fruit juices, non-alcoholic beverages, soda-water by retail only;

- (d) grain to be used as food;
- (e) bread, cakes, pastries, cooked foods, pre-packed foods and other foods items;
- (f) flowers, bouquets;
- (g) baskets, handicrafts and other wickerwork;
- (h) small hardware, electric, electronic, metallic appliances, plastic products, utensils;
- (i) any other articles (foodstuffs & non-foodstuffs) which the Council may approve.

(2) No food items whatsoever shall be exposed for sale into the fair unless it has been found to be fit for human consumption by the Sanitary Authority.

(3) It shall not be lawful for any stall occupier to sell or expose for sale vegetables, fruits or any food items which are unfit for human consumption.

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- (1) Cooking of food is strictly forbidden inside the fair.
 - (2) No person shall introduce dogs or such other domestic animals into the fair.
 - (3) No person shall be allowed to enter the fair unless decently dressed and not be under the influence of intoxicating drinks or drugs.
 - (4) It shall not be lawful for any stall-occupier to leave, deposit or expose articles for sale on any passage, open space between or on the sides of stalls/spaces or any unauthorized space meant for the free flow of members of the public.
 - (5) No barrel, basket, bag or other similar receptacle shall be kept inside the fair, except for the storage of grain, seed or other articles requiring special receptacles to be properly exposed.
 - (6) No person shall cause any trouble in the fair or use foul, insulting or unbecoming language, or play games.

(7) No person suffering from any communicable disease shall be allowed to operate in the fair.

(8) It is strictly forbidden to enter the fair by riding bicycles, autocycles, motorcycles or by driving motor vehicles.

(9) No person shall stay in the fair once it is closed.

(10) It shall be strictly forbidden to smoke in the fair.

6. (1) Any article brought for sale into the fair shall be openly exposed in the stall or space allotted to a stall-occupier.

(2) The price of any articles or goods exposed for sale in the fair shall be conspicuously affixed on the said article.

(3) Every stall-occupier shall on demand produce to an inspector a certificate or other document or information establishing to the satisfaction of the inspector, the name, the address, the telephone number 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.

7. The occupier of a stall or space shall be held responsible for the cleaning of the stall/space allotted to him.

8. (1) Every vehicle bringing articles to a fair shall be unloaded in designated area and shall be allowed to remain there only while being unloaded.

(2) It shall be an offence for a stall-occupier to expose/offer for sale authorised articles in their vehicles (motorcycles, autocycles, van, bicycles or other vehicles).

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

(2) Every stall-occupier 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 purchaser to request an inspector on duty in the fair to verify the quantity of his goods purchased, and should the said quantity not be found correct, the stall-occupier who has sold the goods shall make up the difference.

10. Every stall-occupier shall whilst working on his stall wear conspicuously the identification badge issued to him by the Council.

(a) Every stall-occupier shall forthwith surrender his identification badge to the Chief Health Inspector or his representatives whenever he ceases to hold the stall. In case of death, the surviving spouse shall be responsible for the surrendering of the badge.

(b) Every stall occupier shall meet the expenses of another badge as a result of its loss or any damage caused thereto.

(c) The stall-occupier shall not under any circumstances whatsoever remit or give to any person his/her badge.

(d) No stall or space allotted to a stall-occupier shall be assigned to another person.

11. (1) It shall not be lawful for any person, including the holder of the trade fee receipt, permit or other authorization issued under an enactment, to sell whether by hawking or

otherwise or expose or offer for sale any authorised article at any place within the Council area situated within a radius of 500 metres from the fair.

(2) Paragraph (1) shall not apply to traders operating inside a commercial premises paying a fee to the Council in respect of classified trades as listed in the Twelfth Schedule of the Act and auctioneers and or any permits issued by the Council.

12. (1) No person shall write, paint, scribble or stick bills or posters on any wall, fixture or part of the fair or to cause any damage to any building, or construction forming part of an annex to the fair or to any object contained therein.

(2) No person shall feed birds or allow food articles to be exposed in such a way that the birds get access to them.

(3) No stall-occupier shall store, display or sell in any fair any explosive materials, hazardous liquids, bulk gases or any substance which might be a source of hazard and danger.

13. (1) An inspector may take such measures as may be necessary to maintain order in a fair and to ensure that these regulations are complied with.

(2) For the purpose of paragraph 13 (1), an inspector may –

- (a) seize and detain or destroy any article which is not an authorised article and which is exposed for sale in the fair;
- (b) seize and destroy any article which is unfit for sale; or
- (c) give such directions to a stall-occupier as he considers necessary.

14. Every stall-occupier shall at all times keep clean and tidy the stall/space occupied by him, including such places used for the storing of goods/food.

15. It shall not be lawful for any person except the stall-occupier to occupy the space/stall allocated to him/her in the fair.

16. (1) No person in the fair shall –

- (a) spit on the ground or beg;
- (b) create any disturbance or make use of any foul or abusive language;

- (c) play music in such a way so as to incommode his neighbours or any member of the public;
- (d) throw any litter, refuse or filth except in refuse bins or plastic bags in specifically designated areas;
- (e) store any goods or article behind a stall, unless, in the exercise of his trade as stall-occupier;

(2) It is strictly forbidden to leave behind any personal belongings or articles of any kind or description inside the fair.

17. No food-seller or bread-seller shall –

- (a) sell any cooked food or bread except in clean covered receptacles adequately protected from flies, insects, dust, dirt or any other form of contamination;
- (b) use any newspapers, magazines for the wrapping of cooked food or bread but use rather white paper or plastic wrappers for that purpose;
- (c) handle any cooked food or cake except with proper utensils approved by the Inspector.

18. If any person hinders, persists, obstructs or molests, with or without force or violence, any Municipal Councillor, or the Chief Executive, or any Inspector, it shall be lawful for the Council to declare such stall, space 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 by the stall-occupier and, if not so removed, shall be forfeited by the Council.

19. The stall-occupier shall sell or offer for sale only the item/s mentioned in the contract signed between himself and the Council.

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

(2) The person referred to in paragraph (1) may be prosecuted by the Council, the Chief Executive or any Municipal Inspector without prejudice to any offence he may have committed against any law, Act or Regulations.

(3) Any article being the subject matter of a contravention of these regulations may be seized by the Lord Mayor, Chief Executive or any Inspector and may be confiscated or forfeited and disposed in such manner as the Court may direct.

21. These regulations shall be in addition to, and not in derogation of, any regulations made under an Act relating to the sale of food for human consumption.

22. These regulations shall be deemed to have come into operation on 12 May 2016.

Made by the Municipal City Council of Port Louis on 12 May 2016.

Expiry Date:.....

FIRST SCHEDULE

Occupation Contract

**CITY COUNCIL OF PORT LOUIS MUNICIPAL MARKET/FAIR CONTRACT
FORM**

Between

THE CITY COUNCIL OF PORT LOUIS, represented by its Lord Mayor,
..... and its Chief Executive,
....., having its registered office at the
City Hall, Jules Koenig Street, Port Louis, hereinafter referred to as the "City Council ",

PARTY ON THE ONE PART

And

-----holder of National Identity Card
No. ----- issued on -----hereinafter referred to as the "stall
occupier",

PARTY ON THE OTHER PART

IT HAS BEEN STIPULATED, AGREED AND COVENANTED AS FOLLOWS: -

1.0 RIGHT OF OCCUPATION

1. The City Council grants to the stall occupier the right of occupation (herein-after referred to as the “right of occupation”) of stall no.(herein-after referred to as the “stall”) in the section in the Market/Fair, situated at, Port Louis, under the terms and conditions set out below.
- 1.2. The Right of Occupation is granted for the exclusive use of the Stall only and at no time, shall the Stall Occupier occupy any other space in the market/fair under this present contract. The stall occupier shall confine himself for the purpose of his/her trade to the space allotted to him/her by the City Council.

2.0 PURPOSE

- 2.1. The stall occupier shall occupy the stall for the sole purpose of selling only and shall have no right to sell any other products in the stall.

3.0 DURATION AND RENEWAL

- 3.1. The right of occupation shall be for a period of year(s) from theto the
- 3.2. At its expiry, the right of occupation may be renewed, at the option of the City Council; such renewal may also be upon such revised terms, conditions, periods and/or fees, if any, as may be determined by the Council;
- 3.3. In case there are any revised terms, conditions, periods and/or fees, the proposed revision(s), shall be notified in writing to the stall occupier, 60 days before the

determination of the right of occupation; for this purpose, the letter containing the proposed revision(s) shall be posted at the address, herein-below set out, of the stall occupier.

3.4. In the event that the stall occupier accepts to renew the Right of Occupation and accepts all the revised proposals, if any, the Stall Occupier shall, accordingly, enter into a new contract with the City Council at the expiry of the right of occupation.

3.5. In the event of non-acceptance and/or of refusal to sign the new contract, the Right of Occupation shall be terminated "*ipso facto*" and the Stall occupier shall vacate the stall forthwith.

4.0. FEES AND NON-PAYMENT THEREOF

4.1 The Right of Occupation of the Stall is granted in consideration of a monthly fee (the "Right of Occupation Fee") which amounts to Rs..... and shall be paid in full and in advance by the stall-occupier by the tenth of each month starting by the tenth of the current month.

4.2. Such payment shall be made at the City Council of Port Louis, Cashier's Office.

4.3. In the event the stall occupier fails to pay the right of occupation Fee for a minimum of 2 months, the City Council shall send a notice (the "Notice"), by registered letter, to the stall occupier requesting him/her to settle all arrears of right of occupation fee within a delay of 7 days from receipt of the Notice and notifying him/her that failure to do so may entail the termination of the right of occupation "*ipso facto*"; in case the stall occupier fails to comply with all the requirements of the Notice, the Right of Occupation may be rescinded "*ipso facto*"; Such letter shall be sent by post or delivered at the address set out below and it shall be deemed to be sufficient service on the stall occupier.

4.4. Such rescission, if any, shall be without prejudice to any other action, which the City Council may lawfully be entitled to take against the stall occupier. The stall occupier shall forthwith vacate the stall and remove all articles there from. The stall occupier shall not be entitled to the payment of any indemnity or refund whatsoever.

4.5. The Monthly fee is paid irrespective of the yearly Trade fee which is to be paid by the stall occupier in respect of his trade in the Stall.

5.0. SUB-LETTING

5.1. The stall occupier shall not be entitled to sell, transfer, cede, let, assign or otherwise dispose the right of occupation. In case the stall occupier has done any such act or acts, the right of occupation shall come to an end "*de plein droit*" without any other formality or authority and the stall occupier shall be informed accordingly by letter sent by registered post at the address set out below.

5.2. Such rescission shall be without prejudice to any other action, which the City Council may lawfully be entitled to take against the stall occupier. The stall occupier shall forthwith cause the stall to be fully vacated and shall cause all articles to be removed there from. The stall occupier shall not be entitled to the payment of any indemnity or refund whatsoever.

6.0. EMPLOYEES

6.1. The stall occupier shall have the right to employ a maximum of 2 employees to assist him in his trade in the Stall.

6.2. The stall occupier shall submit four passport size photographs of his employee/s and have the said employee/s registered officially with the Council and with the Ministry of Social Security and National Solidarity (National Pension Fund) in accordance with the National Pension Act.

6.3. Any new employee shall be properly registered as set out clause 6.2 above.

7.0. STRUCTURAL CHANGES AND CHANGE IN SITE/LOCATION

7.1. The City Council reserves itself the right to carry out any structural change on the stall or to alter the general layout of the market/fair without the stall occupier being entitled to any compensation whatsoever for loss of trade or otherwise. Such right shall include any alterations, repairs should the City Council consider it advisable.

7.2. For the purpose of carrying out works for structural change or upon the alteration of the general layout of the market/fair, the City Council may, if it deems necessary, cause a change, whether provisional or permanent, in the site/location of any stall within the market/fair.

7.3. The stall occupier shall have no right, without the authorisation in writing of the City Council, to cause any change of any nature whatsoever of the stall and/or of the general layout of the market fair.

7.4. The stall occupier shall have no right, without the authorisation in writing of the City Council, to interchange his/her stall with any other stall occupier and with whomsoever.

7.5. In the event the stall occupier has been authorised, in writing, to cause changes in the stall, the stall occupier shall have no right to claim any indemnity, compensation or the refund of any costs for such works; any plus value given to the stall shall accrue to the City Council.

- 7.6. In case the stall occupier vacates the stall for any reason whatsoever or in case of death of the stall occupier, no party (including the stall occupier, his employees, his heirs and assigns) shall not be entitled to the payment of any indemnity, compensation, plus value or any damage such as for the construction and installation of protective shutters, shelves, counters, working tables, etc. and or other works of any nature, carried out and which shall remain forever the property of the City Council.

8.0 ELECTRICITY AND OTHER CHARGES

- 8.1. In case the stall occupier requires for the purpose of his trade electricity, water or any other services, he shall apply to the City Council in writing who may grant him such authorisation and give him such directions as it may deem fit and proper. All costs, charges, etc. shall be at the stall-occupier's costs and expenses. Pending the installation of individual meters by the Central Electricity Board/Central Water Authority, the stall-occupier agrees to contribute, to refund or to pay back to the City Council such sum of money for his share of electricity/water used in his trade and consumed by him. He or she will have to settle same regularly within 10 days as from the date the claim has been sent to him. The City Council shall not be responsible at all for any damage, prejudice or inconvenience that the stall-occupier may suffer in case the electricity/water supply is disconnected or cancelled for any reason whatsoever.
- 8.2. In the event the stall occupier fails to refund the City Council for a minimum of two months, any charges of electricity and/or water paid by City Council on his behalf, the City Council shall send a notice (the "Notice"), by registered letter, to the stall occupier requesting him to settle all arrears thereof within a delay of 7 days from receipt of the notice and notifying him that failure to do so may entail the termination of the right of occupation "*ipso facto*"; in case the stall occupier fails to comply with all the requirements of the Notice, the right of occupation may be rescinded. Such letter shall be sent by post or delivered at the address set out below and it shall be deemed to be sufficient service on the stall occupier.

9.0 RELOCATION AND CLOSURE

- 9.1. In the event that the City Council has, for any reasons whatsoever that it may deem fit, to relocate the market/fair to another location, the City Council shall notify the stall occupier and shall, as far as practicable, give to the stall occupier an alternative Stall in the new relocated site.
- 9.2. In the event that the City Council has, for any reasons whatsoever that it may deem necessary, to close the market/fair or any part thereof, the City Council shall notify the stall occupier and may, as far as practicable, give to the stall occupier an alternative stall at another site.
- 9.3. In case no alternative stall is available, as set out in clauses 9.1 and 9.2 above, the stall occupier shall vacate the stall at such date as the Council may direct. Such vacation shall be without any compensation.

10.0 DEATH OF STALL OCCUPIER

- 10.1 The stall occupier's death shall put an end to the contract binding him to the City Council and the City Council shall have the right to take back the possession of the stall immediately.
- 10.2. In case the stall occupier passes away, any of his heirs must immediately inform the Council about the demise of the stall occupier and produce the act of death.
- 10.3. On humanitarian grounds, the City Council is agreeable that any of ascendant, descendant or surviving spouse, continue the right of occupation of the stall until the expiry of the Trade Fee for the current year only provided that the stall occupier herewith appoints his successor as per clause 10.4 below. In case no appointment is made, the right to continue to occupy the stall until the expiry of the trade fee for the current year shall not be applicable.

10.4. The stall occupier hereby appoints as his successor,..... being his ascendant/descendant/surviving spouse to continue to occupy the Stall until the expiry of the Trade Fee for the current year.

10.5. At the expiry of the Trade Fee for the current year, the right of occupation shall lapse *ipso facto* and the Successor shall have to vacate the stall.

10.6. The City Council may allocate, after the aforesaid authorisation set out in clause 10.3 above has lapsed, the stall to a heir of the stall occupier for the remaining period of the Right of Occupation provided that the heir –

(a) submits a transfer requesting respect of the occupier of the Stall;

(b) has reached his eighteenth birthday at the time of submission of the transfer request;

(c) submits a written consent of all the heirs, if any, entitled to the estate and succession of the late Stall Occupier together with a copy of the respective identity cards of each of the heirs;

(d) produces a copy of his/her identity card and a copy of the affidavit of succession of the late stall occupier.

(e) is not already the holder of any stall, shop or other place inside a market or fair;

11.0 COMPLIANCE

11.1 All the provisions contained in all Municipal Markets/Fairs Regulations made under the **Local Government Act** shall apply to all markets/fairs generally and the stall occupier and his employees, successors and/or heirs shall comply therewith.

11.2. Where a Stall Occupier be found guilty by a Court in virtue of a contravention of regulations or of any other enactment relating to trade in the market/fair, the Council may

rescind the contract by notice in writing and without any judicial or extra judicial process. In that case, the stall-occupier shall forthwith vacate the stall and remove all articles there from. He shall not be entitled to receive any indemnity whatsoever from the City Council.

11.3. In case the stall occupier and/or his successor and/or his heir provide false or incorrect information, the City Council may rescind the right of occupation “*ipso facto*”.

11.4. If the stall occupier fail to comply with any one of the abovementioned Clauses, the City Council shall send a notice (the “Notice”), by registered letter, to the stall occupier requesting him to comply with the clause within a delay of 7 days from receipt of the Notice and notifying him/her that failure to do so may entail the termination of the right of occupation “*ipso facto*”; in case the Stall Occupier fails to comply with all the requirements of the notice, the right of occupation may be rescinded “*ipso facto*”. Such letter shall be sent by post or delivered at the address set out below and it shall be deemed to be sufficient service on the stall occupier.

12.0 SERVICE

12.1 All letters, notices or other correspondence shall be deemed to have been properly effected if delivered to the stall occupier at the following address

Made in duplicate and in good faith at the City Council, Port Louis, this..... day of

.....

.....

.....

LORD MAYOR

CHIEF EXECUTIVE

(Stall occupier)

PARTY ON THE ONE PART

PARTY ON THE OTHER PART

