

Père Robert Giraud Market/Fair Regulations 2016

GN No. 126 of 2016

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

1. These regulations may be cited as **Père Robert Giraud Market/Fair Regulations 2016**.

2. In these regulations -

“animal” means ox, bullock, cow, calf, heifer, sheep, pig, goat, lamb, deer, rabbit, hare, fish and poultry;

“authorised article” means an article specified in regulation 4(1);

“authority” means the City Council of Port Louis;

“Chief Executive” means the Chief Executive of the City Council of Port Louis;

“chilled” has the same meaning as in the Food Act in force;

“contract” means an Occupation Contract in the form set out in First Schedule the Council may otherwise approved;

“Council” means the City Council of Port Louis;

“employee” means any person employed by the stall occupier to occupy his stall/shop/space as approved by the Council and who is duly registered with the National Pension Fund of the Ministry of Social Security, National Solidarity and Senior Citizens Welfare & Reform Institutions and shall be subject to all Municipal Markets/Fairs Regulations made by this Council under the **Local Government Act**;

“food” means –

(a) 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;

“frozen food” includes any poultry or poultry product, meat, meat product, whole or filleted fish, fish product and sea-foods which have been maintained at a temperature of -18 degrees or below;

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

“Inspector” means an officer of the Council appointed for the control and supervision of the market/fair;

“market/fair” means Péré Robert Giraud Market/Fair within the administrative area of the Council for the purchase and sale of authorized articles;

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

“salted fish” means fish or any part of it which has been prepared and added with salt and fit for human consumption;

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

“stall” means any stall/shop/kiosk or other space in the market/fair allotted by the Council to a stall-occupier in return for the prescribed fee payment;

“stall occupier” means any person authorised by the Council to occupy a stall/shop or other place for the sale of authorised articles inside the market/fair and shall be subject to all Municipal Markets/Fairs Regulations made by this Council under the **Local Government Act**;

“vegetables” include tubercule and any herbs, creepers or leaves;

“venison” means any edible part of a deer, stag, hind including offals fit for human consumption.

3.
 - (1) The market/fair shall be divided into such sections as may the Council may approve.
 - (2) The market/fair shall be held on such day and at such times as the Council may determine.
 - (3) The market/fair shall open at 5.30 a.m and close at noon on Sundays and or public holidays, unless the Chief Executive may otherwise direct.
 - (4) The market/fair shall be divided into stalls or other spaces and the name of each stall/space occupier shall be posted up by him in front of each stall/space allocated to him according to a plan to be prepared by a draughtsman of the Council.
 - (5) It shall be an offence for a stall occupier to erect or to cause to be erected any structure whatsoever on his stall or space unless authorized by the Council.
 - (6) All refuse shall be deposited or emptied in places set apart for that purpose and no person shall scatter or throw about in the market/fair any left overs, straw, leaves, peelings, wastepaper or other refuse of any sort.
 - (7) Every butcher/fishmonger shall provide at his own expense a block for chopping purposes.
 - (8) Every stall occupier selling fresh meat and/or fish shall provide a chilling cabinet.
4.
 - (1) The following articles shall subject to paragraph (2) be authorized articles which may be sold in the market/fair;
 - (a) full grown fruits, vegetables, edible roots, tubers, betel leaves, pickles herbal plants not and of an illicit and/or unlawful manner and/or of a poisonous

nature;

- (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) meat, fish, pork, sausages, black pudding and other preparations made from pork, tripe, meat and or fish;
- (e) offals of chicken, goat, beef and sheep and Pork
- (f) chicken (fresh, chilled, frozen) and eggs;
- (g) venison and game;
- (h) fresh fish with exception hereinafter stated in paragraph (2);
- (i) seafoods (fresh, chilled, frozen);
- (j) salted and dried fish;
- (k) grain to be used as food;
- (l) bread, cakes, cooked food, pastries, pre-packed foods and other foods items;
- (m) flowers, bouquets;
- (n) baskets, handicrafts and other wickerwork;
- (o) chilled or frozen meat, frozen food and frozen fish;

- (p) honey and wax;
 - (q) stationery, newspapers, books, magazines, greeting cards, CDs & DVDs engravings;
 - (r) any other articles (foodstuffs & non-foodstuffs) which may be approved by the Council.
- (2) No person shall introduce into the market/fair any of the following species of fish, sea-foods and other animal -
- (a) the yellow-tailed croissant- 2.6 kg when gutted, 3 kg when ungutted, under the Fisheries and Marine Resources Act of 1998 (Act no. 22 of 1998) Government Notice no. 193 of 2004;
 - (b) the *veille loutre* or other wrasse;
 - (c) the *varavara*;
 - (d) the giblot;
 - (e) the wrasse called *crabe noire*;
 - (f) the *cheval de bois*;
 - (g) the chemise;
 - (h) the sinsillac;
 - (i) the flat wrasse called *bambara*;
 - (j) the crab with red spots;
 - (k) the benitier;
 - (l) the sea urchin;
 - (m) the caret or hawk's bill turtle;
 - (n) the *laffe*, if alive;
 - (o) the *boule-tangue*;
 - (p) the remora or pilot of the shark;
 - (q) the caranx SP (*carangue des bancs*); and
 - (r) *grosse sardine (harengula ovalis)*.
- (3) Any '*poule-d'eau*' and any '*carangue*' above 7.5 kg in weight must be gutted before being brought into the market/fair.

- (4) The flesh of shark shall be exposed for sale on a special stall at a distance from the other kinds of fish and bearing a distinctive label or sign.
 - (5) No person shall expose for sale in the market/fair any sea-foods of any kind that are not in season or not of the size authorized in any enactment relating to fisheries.
 - (6) No person shall introduce into the market/fair any locally grown mushrooms except the kind commonly called "*champignon grosse patte*".
 - (7) No carcass of a sheep, lamb, goat or kid shall be received into the market/fair without the tail and part of the skin thereof adhering to it.
 - (8) Goats' and kids' flesh shall not be sold or exposed for sale as mutton or lamb.
 - (9) No person shall expose for sale in the market/fair any sausages, black pudding or preserved pork and/or meat which have not been prepared in an approved slaughtered house.
 - (10) Any fish intended to be cut for sale shall forthwith be gutted and cleaned.
 - (11) No meat shall be admitted into the market/fair unless it has been found to be fit for human consumption by the Mauritius Meat Authority or the Sanitary Authority.
 - (12) It shall be an offence for any stall occupier to sell or expose for sale vegetables, fruits, meat, fish, poultry, seafoods or any food items which are unfit for human consumption.
- 5.**
- (1) No cooking of food shall be allowed inside the market/fair.
 - (2) No person shall introduce dogs or such other domestic animals into the market/fair.
 - (3) No person shall sit on the table or stall in the market/fair

- (4) No person shall be allowed to enter the market/fair unless decently dressed and not be under the influence of intoxicating drinks or drugs.
 - (5) It shall be an offence to enter the market/fair by riding bicycles, autocycles, motorcycles or by driving any motor vehicles.
 - (6) It shall be an offence for any stall occupier to expose articles for sale on any passage, open space between or on the sides of stalls, shops or booths or any unauthorized space meant for the free flow of members of the public.
 - (7) No barrel, basket, bag or other similar receptacle shall be kept inside a market, except for the storage of grain, seed or other articles requiring special receptacles to be properly exposed.
 - (8) No person shall cause any trouble in the market/fair or use foul, insulting or unbecoming language, or play games.
 - (9) No person suffering from any communicable disease shall be allowed to trade in the market/fair.
 - (10) It is strictly forbidden to smoke in the market/fair.
 - (11) No person shall stay in the market/fair once it is closed.
 - (12) Stall occupier shall be responsible for any damage in the buildings, dependencies or implements of the market/fair in case of fire caused by their negligence or defaults.
- 6.**
- (1) Any article brought for sale into the market/fair shall be openly exposed in the stall/shop/space allotted to a stall occupier.
 - (2) The price of any articles or goods exposed for sale in the market/fair shall be conspicuously affixed on the article.

- (3) No article shall be hawked or sold by auction in the market/fair and no stall occupier/employee or any other person shall annoy or stop any person with a view to offering or advertising his goods.
- (4) 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 market/fair.
- (5) No meat shall be introduced or exposed for sale in the market/fair unless it has been prepared by an approved slaughter house and bears the mark of the slaughter house and is accompanied by a permit signed by the veterinary officer or the inspector of the slaughter house on which shall be stated -
 - (a) the name of the owner;
 - (b) the market/fair at which the meat is intended to be sold;
 - (c) the number and weight of carcasses and the quantity of sausages black-pudding and other preparations intended to be introduced in the market/fair.
- (6) No venison shall be introduced or exposed for sale in the market/fair unless it is accompanied by a certificate stating -
 - (a) the place where the animal was killed;
 - (b) the date of such killing; and
 - (c) the number of carcasses and their weight.
- (7) No animal shall either be slaughtered or dressed in the market/fair.
- (8) Every stall occupier selling fish or tripe shall keep a supply of fresh water constantly at hand, in which he shall wash the articles sold by him to prevent bad smell.

- (9) Every fishmonger cutting or cleaning fish in the market/fair shall have a watertight vessel placed close to his stall and containing a sufficient quantity of quick lime or any approved disinfectant, wherein to put the offal.
 - (10) No offal shall be thrown on the ground or within the market/fair and its vicinity.
 - (11) Frozen food sold by butchers or fishmongers in the market/fair shall be kept in freezer as per provision of the Food Act in force.
 - (12) No frozen food shall be removed from a freezer except as and when required for sale.
 - (13) In the event of a power failure or breakdown causing the items stored in a freezer to thaw, the contents shall be disposed of as directed by an inspector.
 - (14) No meat, chicken, fish or sea-foods which have been removed from the market/fair shall be reintroduced therein.
 - (15) No frozen/chilled meat, chicken, fish or sea-foods shall be stored/exposed for sale together with fresh ones.
7. The stall occupier shall be held responsible for the cleaning of the stall/shop/space allocated to him.
 8. Every vehicle bringing articles to the market/fair shall be unloaded outside the gates or in another designated area and shall be allowed to remain there only while being unloaded.
 9. (1) Every stall occupier selling articles by weight or measure in the market/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 market/fair.
- (5) (a) No stall occupier or registered employee shall sell or offer for sale an authorised articles with a purpose of deceiving a purchaser.
- (b) It shall be lawful for any purchaser to request an inspector on duty in the market/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. (1)** Following “Expression of Interest”, the Council may allocate, by “*contrat à durée détermine*” any vacant stall/shop/space under such conditions as may be laid down in an Occupation Contract in the form set out in the First Schedule. Any such contract may be renewed as the Council may approved.
- (2) (a) Every stall occupier shall be entitled whilst working on their stall to wear conspicuously the identification badge issued to him/her by the Council.
- (b) Every stall occupier shall forthwith surrender their identification badge to the Chief Health Inspector whenever he/she cease to hold their stall. In case of death, the surviving spouse/heirs shall be responsible for the surrendering of the badge.
- (a) Every stall occupier shall meet the expenses of another badge as a result of its lost or any damage cause thereto.
- (b) The stall occupier shall not under any circumstances whatsoever remit or give to any person his/her badge.

- (3)
 - (a) A stall occupier may employ such persons (limited to 2) as may be necessary to assist him/her, the said person shall be held responsible for all contraventions occurring during the absence of the stall occupier.
 - (b) The name of the employee shall be notified to the inspector who shall thereupon issue an identification badge to the employee by the Council.
 - (c) All registered employee working on a stall shall be entitled to wear conspicuously the identification badge issued to him/her by the Council.
 - (c) All registered employee shall forthwith surrender their identification badge to the Chief Health Inspector whenever he/she cease to work on a stall. In case of death, the badge should be returned back to the Council.
 - (d) Meet the expenses of another badge as a result of its lost or any damage cause thereto.
 - (e) The registered employee shall not under any circumstances whatsoever remit or give to any person his/her badge.
- (4) No stall or space allotted to a stall-occupier shall be assigned/sublet 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 to expose or offer for sale any authorised article at any place within the Council area situated at less than a radius of 500 metres from the market/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 **Local Government 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 market/fair or to cause any damage to any building, outhouse, or construction forming part of an annex to the market/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 the market/fair any explosive materials, fireworks, hazardous liquids, bulk gases or any substance which might be a source of danger.
- 13. (1)** An inspector may take such measures as may be necessary to maintain order in the market/fair and to ensure that these regulations are complied with.
- (2) For the purpose of paragraph (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 market/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.
- (3) Every stall-occupier shall comply with a direction given to him pursuant to paragraph (2) (c).
- 14.** The Council reserves the right to arrange for the running of the market/fair as it deems appropriate without having to obtain the consent and participation of the stall occupiers.
- 15.** Every stall occupier or employee shall at all times keep clean and tidy the stall/shop/space occupied by him, including such places used for the storing of goods/foods.

- 16.** Every stall-occupier who shall employ another person or persons to sell in his place shall declare the fact to the Inspector in Charge of the market/fair who shall inscribe the name, age and address of the said person or persons in a register to be kept especially for that purpose. He should also produce a recent passport size photograph of the said employee or employees for the purpose of registration.
- 17.** No stall occupiers should allow children or any person not registered as an employee of his to trade behind any stall in the market/fair.
- 18.** No person in the market/fair shall –
- (a) spit on the ground or beg;
 - (b) create any disturbance whatsoever;
 - (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 or employee;
 - (f) leave behind any personal belongings or articles of any kind or description inside the market/fair after the closure of same.
 - (g) occupy any stalls/space which has not been allocated to him/her by the Council for the sale of authorised articles.
 - (h) act in an indecent manner.
- 19.** No foodseller or breadseller 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 rather use white paper or plastic wrappers for that purpose;
 - (c) handle any cooked food or cake except with proper utensils approved by the Inspector.
- 20.** 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, 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.
- 21.** The stall occupier shall sell or offer for sale only the item/s mentioned in the contract signed between himself and the Council.
- 22.** (1) Any person who contravenes these regulations shall commit an offence and shall, on conviction, be liable to a fine not exceeding Rs 25,000.
- (2) Such person 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 the above 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.
- 23.** 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.

24. These regulations shall be deemed to have come into operation on the 1 May 2014.

Made by the City Council of Port Louis on 29 April 2014.

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
Number ----- 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, 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 4 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 –

- (i) submits a transfer requesting respect of the occupier of the stall;
- (ii) has reached his/her 18th birthday at the time of submission of the transfer request;
- (iii) 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;
- (iv) produces a copy of his/her identity card and a copy of the affidavit of succession of the late stall occupier.
- (v) 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. Should the 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. Should 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

SECOND SCHEDULE

[Regulation 2]

IDENTIFICATION BADGE FOR STALL OCCUPIER

The Market/Fair

Name of stall occupier

Address of stall occupier

National ID Card No.....

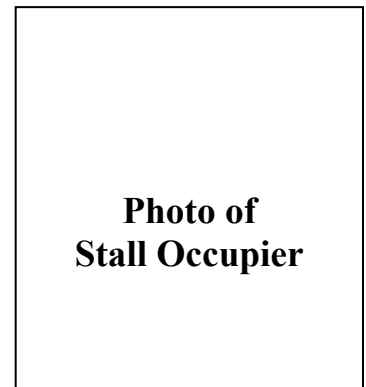
Date of Birth

Stall No :

Date of issue:.....

.....
Signature of stall-occupier

.....
Signature of Inspector



IDENTIFICATION BADGE FOR EMPLOYEE

The **Market/Fair**

Name of stall occupier

Name of employee

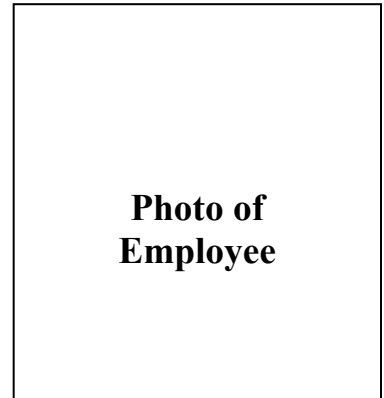
Address of employee

National ID Card No.....

Date of Birth

Stall No :

Date of issue:.....



.....
Signature of stall-occupier

.....
Signature of employee

.....
Signature of Inspector