

City Council of Port Louis (Pont de Paris Open Market) Regulations 2016

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THE LOCAL GOVERNMENT ACT

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

1. These regulations may be cited as the **City Council of Port Louis (Pont de Paris Open Market) Regulations 2016**.

2. In these regulations -

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

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

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

“Chilled” has the same meaning as in the Food Act;

“Contract” means an occupation contract in the form set out in First Schedule or as the Council may otherwise approve.

“Council” means the City Council of Port Louis;

“Employee” means any person employed by the stall occupier to occupy his stall/shop/space as the Council may approve 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” –

(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;

“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 celcius or below;

“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 the market;

“market” means the Pont de Paris Open Market;

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

“Pont de Paris” means the covered part of La Paix Stream starting from (1) c/r Rémy Ollier/Eliacin François Streets along Eliacin Street up to its corner with Sir Seewoosagar Ramgoolam Street, (2) Sir Seewoosagar Ramgoolam Street with its c/r with Sir Virgil Naz Street;

“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;

“Stall” means any stall/shop/kiosk or other space in the market 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 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 shall be divided into such sections as the Council may approve.
 - (2) (a) The time at which the market shall be opened on any day shall be from 6 a.m. to 6 p.m unless the Chief Executive may otherwise direct.
 - (b) Notwithstanding subparagraph (a), the City Council or the Chief Executive may allow any section of the market to open or to close at other times for specific purposes.
 - (3) It shall be an offence for a stall-occupier to erect or to cause to be erected any structure on his stall or space unless authorized by the Council.
 - (4) All refuse shall be deposited or emptied in bins/plastic bags and no person shall scatter or throw about in a market any left overs, straw, leaves, peelings, wastepaper or other refuse of any sort.
 - (5) Every butcher shall provide at his own expense a block for chopping purposes.
 - (6) Every stall-occupier selling fresh meat and fish shall provide a chilling cabinet.
4. (1) The following articles shall subject to subparagraph (2), be authorized articles which may be sold in the market;
 - (a) full grown fruits, vegetables, edible roots, tubers, betel leaves, 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) meat, fish, chicken (fresh or chilled and frozen) and eggs;
- (e) offals of goat, beef and sheep;
- (f) venison and game;
- (g) fresh fish with exception hereinafter specified in paragraph (2);
- (h) seafoods (frozen/fresh and/or chilled);
- (i) salted and dried fish;
- (j) grain to be used as food;
- (k) bread, cakes, cooked food, pre-packed food & other food items;
- (l) flowers;
- (m) baskets, handicrafts and other wickerwork;
- (n) chilled or frozen meat, frozen vegetables, frozen fish and frozen sea-foods;
- (o) honey and wax;
- (p) any other articles which may be approved by the Council.

- (2) No person shall introduce into the market any of the following species of fish, sea-foods and other animal -
- (a) the yellow-tailed croissant;
 - (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*' exceeding 7.5 kilogrammes in weight must be gutted before being brought into the market.
- (4) The flesh of shark shall be exposed for sale on a separate stall at a distance from ordinary fish-stalls and bearing a distinctive label or sign.
- (5) No person shall expose for sale in the market 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 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 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) Any fish intended to be cut for sale shall forthwith be gutted and cleaned.
 - (10) No meat shall be admitted into the market unless it has been found to be fit for human consumption by the Mauritius Meat Authority or the Sanitary Authority.
 - (11) It shall not be lawful 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) Cooking of food/use of fire shall be allowed only at specific spaces reserved for such purposes as the Council may approve.
 - (2) No person shall introduce or allow to be introduced dogs or such other domestic animals into the market.
 - (3) No person shall sit on the tables or stalls in the market.
 - (4) No person shall be allowed to enter the market unless decently dressed and not be under the influence of intoxicating drinks or drugs.
 - (5)
 - (a) Every stall-occupier selling haberdashery products, or involved in the cooking of foods or other similar activities shall be bound to keep in his custody at all times an appropriate fire extinguisher which shall be in good working condition.
 - (b) Every stall occupier involved in cooking activities must extinguish the fire before leaving the market. They shall be responsible for any damage to the buildings, dependencies or implements of the market in case of fire caused by their negligence or default.

(6) It shall not be lawful 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 the 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 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.

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

(11) It is strictly forbidden to smoke in the market/fair.

(12) No person shall stay in the market/fair once it is closed.

- 6.**
- (1) Any article brought for sale into the market 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 market shall be conspicuously affixed on the article.
 - (3) No article shall be hawked or sold by auction in the market 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.

(5) No meat shall be introduced or exposed for sale in the market 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 at which the meat is intended to be sold;

(c) the number and weight of carcasses intended to be introduced in the market.

(6) No venison shall be introduced or exposed for sale in the market 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.

(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 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 and its vicinity.

(11) All fresh fish remaining unsold at the close of the market should not be exposed for sale as fresh fish the next morning.

(12) Frozen food sold by butchers or fishmongers in the market shall be kept in freezer approved by an inspector.

(13) No frozen food shall be removed from a freezer except as and when required for sale.

(14) 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.

(15) No meat, chicken, fish or sea-foods which have been removed from the market shall be reintroduced therein.

(16) 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/space leased to him.
8. Every vehicle bringing articles to the market 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 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.

(5) It shall be lawful for any purchaser to request an inspector on duty in the market 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) After inviting 'Expression of Interest' and by contract the Council may authorise any person to occupy any stall or space under such conditions as may be laid down in an Occupation Contract in the form set out in First Schedule. Any such contract may be renewed on such terms and conditions as the Council may determine.

(2) (a) Every stall occupier shall, whilst working on their stall, 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 ceases to hold the stall. In case of death, the surviving spouse/heirs shall be responsible for the surrendering of the badge.

(c) Every stall occupier shall meet the expenses of another badge as a result of its lost or any damage cause thereto.

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

(3) (a) Any 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 wear conspicuously the identification badge issued to him/her by the Council.

(a) 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.

- (b) Meet the expenses of another badge as a result of its lost or any damage cause thereto.
 - (c) 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 sublet/be assigned to another person.
- 11. (1) It shall be an offence 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.
- (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 **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 or to cause any damage to any building, outhouse, or construction forming part of an annex to the market 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 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 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;

(b) Seize and destroy any article which is unfit for sale; or

(c) Give such directions to a stall occupier as he may consider necessary.

(3) Every stall occupier shall comply with a direction given to him pursuant to paragraph (2)

(c).

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

15. (1) Every stall occupier who shall employ another person/s to sell in his place shall declare the fact to the Inspector in Charge of the market who shall inscribe the name, age and address of the said person in a register to be kept especially for that purpose.

(2) Every stall occupier shall produce a recent passport size photograph of the said employee for the purpose of registration.

16. No stall occupier shall allow children or any person not registered as an employee to stand behind any stall in the market.

17. (1) No person in the market 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 which shall be kept at specifically designated sites;
 - (e) store any goods or article behind a stall, unless, in the exercise of his trade as stall-occupier or employee;
 - (f) bring in the market any bicycle, vehicle, dog or other animals;
 - (g) write, paint, scribble on any wall, fence, structure, building, outhouse or construction in the market;
 - (h) wash any utensils inside and/or within the precincts of the market.
- (2) It is strictly forbidden to leave behind any personal belongings or articles of any kind or description inside the market after the closure of same.

18. 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 which shall only be wrapped in white paper or plastic wrappers;
- (c) handle any cooked food or cake except with proper utensils approved by the Inspector.

19. 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.

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

- 21. (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) 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.
- 22.** 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.
- 23.** These regulations shall be deemed to have come into operation on 15 December 2011.
- 24.** The Municipal Council of Port Louis (Pont de Paris Open Market) Regulations 2011 are revoked.

Made by the Municipal Council of Port Louis on 15 December 2011.

Expiry Date:

FIRST SCHEDULE

[Regulation 2]

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 FOLLOW: -

1.0 RIGHT OF OCCUPATION

1.1 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 put 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 10th of each month starting by the 10th 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 two 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 07 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. SUBLETTING

- 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 two 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 ten (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



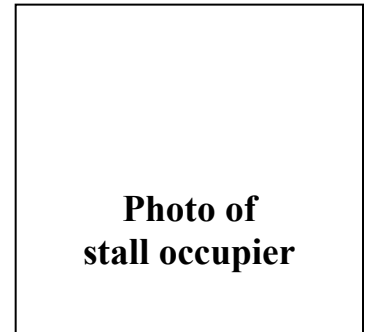
SECOND SCHEDULE

[Regulation 2]

IDENTIFICATION BADGE FOR STALL OCCUPIER

TheMarket/Fair

Name of stall occupier
Address of stall occupier
National ID Card no.....
Date of Birth
Stall no :
Date of issue:.....



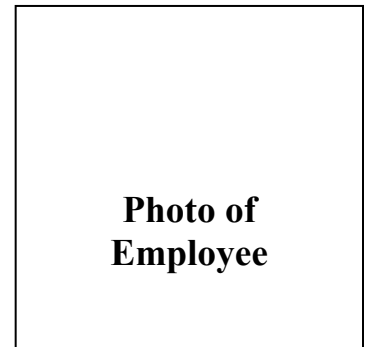
.....
Signature of stall occupier

.....
Signature of Inspector

IDENTIFICATION BADGE FOR EMPLOYEE

TheMarket/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