

Conditions of applying for street trading consent

All consents will be subject to the following conditions, and any that are requested and agreed during the consultation period

1. Street trading can only take place in accordance with the times and permissions of the consent.
2. A consent may be revoked at any time and the Licensing Authority shall not, in any circumstances, be liable to pay any compensation the holder in respect of such revocation.
3. The consent holder shall return this consent to us immediately on revocation or surrender of the consent.
4. Any consent holder found to be employing persons who do not have the right to work in the UK will have their consent immediately revoked.
5. The consent holder shall not assign, underlet or part with his/her interest or possession under this consent without informing the Council in writing.
6. Consent holders shall permanently and clearly display on the street trading unit, in a conspicuous position readily visible to the public, the valid consent that has been issued us (static and mobile consents only).
7. The consent holder and any assistants shall sell/offer for sale only such goods or types of goods as may be specified in the street trading consent granted to the consent holder
8. The consent holder shall at all times maintain a valid third party public liability insurance policy of at least £5,000,000 to the satisfaction of the Licensing Authority and shall produce a valid certificate of such insurance at any time upon request by an authorised officer.
9. The consent holder shall keep their trading site and immediate adjacent area in a clean and tidy condition during permitted trading hours and also leave the site in a clean and tidy condition and unobstructed at the end of each period of use under the terms of this consent. For these purposes the term 'immediate adjacent area' refers to all public land within a 20 metres radius from the trading location over which the public have access.
10. No waste matter shall be discharged into or allowed to enter any highway drain or water course.
11. Every static street trading unit and any vehicles or equipment associated with it shall be removed from the site at the end of the day. The unit must not be left on site when not in use unless express written consent has been given by the Service Manager for Licensing & Community Safety.
12. The consent relates only to the unit described in the application or as defined on the certificate of consent and cannot be altered without express written permission of the Service Manager for Licensing & Community Safety.
13. The use of awnings; external display stands and the positioning of tables, chairs and sunshades around the unit are also prohibited without the express written permission of the Service Manager for Licensing & Community Safety.

14. The display of advertising signs, other than on the unit itself, is prohibited without the written permission of the Service Manager for Licensing & Community Safety. Signage must also have planning permission where applicable.

15. Holders of a mobile street trading consent must not trade in one place for more than 30 minutes at a time and must not return to the same location within two hours.

16. No street trading unit shall be located and no street trading activity shall be carried on to cause obstruction of any street or endanger persons using the street.

17. The consent holder shall not trade in such a way as to cause a statutory or public nuisance to persons using the street, public place, or occupiers of premises in the vicinity. Noise from equipment (including amplified audio equipment) used in connection with the consented street trading activity shall also not give rise to a statutory or public nuisance.

18. The consent holder shall make adequate arrangements to ensure that all persons connected with the operation of the unit have the means and opportunity to visit suitable toilet facilities when necessary. The consent holder shall ensure that the facilities available are made use of where required.

19. The consent holder shall comply with the requirements of Part II, section 34 of the Environmental Protection Act 1990 with respect to waste resulting from his/her trading. The consent holder will make available the relevant documentation as proof of compliance at the request of one of our authorised officers

20. If, and when required, the consent holder shall present the street trading unit to and Authorised Officer for inspection within 72 hours of the request being made.

21. The Licensing Authority reserve the right to refuse to renew a static street trading consent if the applicant has not, without reasonable cause, traded at the site on a regular basis in the previous 6 months. In such circumstances the street trading consent may be granted to another applicant.

22. Street trading shall not be carried on at any time unless the appropriate fee for the street trading consent has been duly paid to the Licensing Authority.

23. The consent holder shall at all times conduct business in a clean, honest, civil and business like manner without interfering with the business of other traders and consent holders.

24. Nothing contained in these conditions shall relieve the consent holder or their employees or agents from any legal duty or liability and the consent holder shall indemnify the Licensing Authority in respect of all claims, actions, demands or costs arising from this consent.

25. The Licensing Authority may vary or make additions to the conditions applying for any or all street trading consents, at any time giving due notice.

26. The trader shall not directly or indirectly hawk, tout or solicit custom for or advertise by way of handbill, public address system or otherwise without the express written consent of the Service Manager for Licensing & Community Safety.

27. The Licensing Authority reserves the right to exercise its powers under the Local Government (Miscellaneous Provisions) Act 1982 to prohibit any street trading for a maximum of six days in any one year where it is considered necessary by the Licensing Authority subject to notice in writing at least 14 days prior to removing the consent day(s).

28. The Council retains the right to alter the given sale area in case of unforeseen circumstances.
29. Traders shall follow any recommendations/advice given to them by an Authorised Officer or a Police Officer.
30. Traders/trading assistants must report the loss of a consent notice to the Council's licensing service within 72 hours of losing it.
31. The consent holder(s) shall notify Licensing Team within 72 hours of any relevant convictions or proceedings as listed in Annex A Relevant Offences.
32. Traders/trading assistants must not trade under the influence of any illegal or intoxicating substance. Any traders found with illegal substances on their pitch or in their possession will have their consent revoked.
33. Goods may not be of an inflammable, corrosive or otherwise dangerous nature.
34. All goods shall be clearly priced, and goods sold by weight or number shall show the unit of quantity in which they are being offered for sale. A street trader offering a service shall make clear the nature and cost of that service.
35. All goods sold shall comply with relevant trademark, counterfeit and product safety regulations.
36. Trading may only take place on the days and during the times specified on the consent without special authorisation being given in writing from the Service Manager for Licensing & Community Safety.
37. The trading area shall not exceed that for which consent has been granted.
38. No mobile generators shall be used without the express permission of the Council. Where permission is granted, generators shall be so positioned that: - they do not present a danger to the public, do not present a fire or similar hazard to the stall, goods displayed thereon or adjoining premises and do not give rise to a nuisance by reasons of noise, vibration, smoke or smell.
39. The street trading consent holder will be responsible for ensuring compliance with all relevant legislation and regulations covering the siting, operation and management of the sale area (including relevant food safety, health & safety, road traffic, planning and highways legislation if applicable) and for the payment of any fees so required.