

## **Standard conditions applicable to Street Trading Consents**

### **General**

These Standard Conditions will apply to all licences unless dis-applied or varied by the Environmental Services Manager, or they are over-ridden by the special conditions for special events/markets.

### **Standard Conditions**

1. Definitions
  - i. 'street' includes –
    - a) any road, footway, beach or other area to which the public have access without payment, and
    - b) a service area as defined in section 329 of the Highways Act 1980 and also includes any part of a street
  - ii. 'street trading' means –

the selling or exposing for sale of any article (including a living thing) in a street
2. The Consent granted by the Council is personal to the holder.
3. The consent holder (or a person nominated by the consent holder) shall attend in person at the Consent position for not less than 75% of the time on any day which trading is carried out.
4. The street trading consent only relates to the vehicle/premises stipulated within the Consent.
5. The consent holder can only trade in the goods stipulated in the consent.
6. Ancillary items can be sold where relevant to the goods being traded.
7. Any van, vehicle, barrow, cart or stall shall only be positioned within the designated area as outlined on the plan attached to the Consent, and goods should not migrate outside of the permitted area.
8. Where appropriate the consent holder of any street trading consent and the stall and/or vehicle must comply with all relevant road traffic and highways legislation.
9. Any stall, vehicle, van, barrow, or cart authorised by the Council must be equipped with safe and adequate lighting for operation during the hours of darkness.
10. Where appropriate the consent holder of the street trading consent and the stall and/or vehicle must comply with all relevant food hygiene legislation.
11. The consent holder shall only trade from a stall or vehicle approved by the Council in writing.
12. The Consent may only be transferred to another person with the prior written consent of the Environmental Services Manager.
13. The consent holder shall not use the street for any trading purpose other than the purpose as permitted by the Consent and then only during the permitted hours.
14. The 'permitted hours' will be those stipulated within the Consent.
15. Unless stipulated within the Consent, the van, vehicle, barrow, cart or stall shall be removed from the site at the end of each trading day.

16. The consent holder will vacate the site within 30 minutes of the end of the permitted hours.
17. The consent holder shall not trade in any street designated by the Council as a prohibited street.
18. WC facilities must be made available for staff and members of the public if seating is made available for consumption of food on site.
19. The consent holder shall maintain the stall or vehicle in a clean state and its structure shall be kept in good order, repair and condition to the satisfaction of an Officer of the Council authorised in writing under the appropriate legislation.
20. The consent holder shall conduct his/her business in such a manner to ensure that he/she does not:
  - a) Cause a nuisance from noise, vibration, smoke or smell to the occupiers of adjoining property.
  - b) Cause an obstruction to the vehicles or pedestrians in the street.
  - c) Cause a danger to occupiers of adjoining property or to other users of the street.
21. The consent holder shall not seek to attract attention or custom by shouting or making undue noise or by permitting the playing of music, music reproducing or sound amplification apparatus or any musical instruments, radio or television sets whilst trading under this Consent, other than as specified in the Consent.
22. Refuse storage must be provided adjacent to the sale area. The storage must be of a substantial construction, waterproof and animal proof. The trade waste must be removed at the end of each working day or if the amount of refuse warrants it, when the container is full, whichever is the sooner.
23. The consent holder shall ensure that the whole of the lay-by and adjacent verge/ footpath (but not the carriageway) to a distance of 10 metres be kept free of litter and refuse at all times whilst resident.
24. A copy of the Consent, suitably protected against the weather shall be displayed in a prominent position on the stall or vehicle at all times when trading is taking place.
25. The holder, or any employee of the holder, shall produce a copy of the Consent on demand when required by a Police Officer or an authorised officer of the Council.
26. Nothing in any consent shall purport to grant to the holder any other licence or permissions required under any other Enactment or requirement and the consent holder is specifically advised to obtain such other approvals as may be required.
27. The holder shall not place on the street any furniture or equipment or advertisement other than as specified in the Consent.
28. No poster, advertisement, signage or decoration of an unsuitable material or nature shall be displayed, sold or distributed on or about the vehicle or premises. For the purpose of this condition, material is unsuitable if in the opinion of an Officer of the Council authorised under the appropriate legislation, it is indecent, scandalous, offensive or likely to be harmful to any person likely to apprehend it. Items including but not limited to items used for sexual stimulation, and/or weapons likely to cause harm would be considered unsuitable. Material may also be considered to be unsuitable if it is of such a nature as to distract motorists driving on the highway.
29. The name and business address of the consent holder and other address at which the trailer is normally kept or garaged must be conspicuously and legibly displayed upon it in a place where the public may view it. Where this is a private address, suitable contact details must be displayed. The sign must be approved in writing by the Environmental Services Manager.

30. No signage or objects shall be placed on the highway or area surrounding the vehicle / premises without the appropriate permit.
31. Where a structure is not removed at the end of the trading day, no additional permanent or semi-permanent additions or paving shall be erected or constructed adjacent to the structure for which Consent has been granted.
32. Failure to comply with any condition attached to the street trading consent may result in the revocation of such Consent.
33. The holder shall notify the Environmental Services Manager at the Council Offices, The Grange, Nutholt Road, Ely, CB7 4EE in writing of any criminal convictions or other legal proceedings arising out of the use or enjoyment of the Consent.
34. The holder of a Consent shall carry public liability insurance of not less than £10 million, evidence of which shall be supplied to the Council prior to the grant of the Consent.
35. The Council may revoke the Consent at any time.
36. The holder will return the Consent to the Council immediately upon revocation or surrender.
37. In the event of the Consent being surrendered or revoked no refunds will be given. Where Consent is withdrawn by the Council for reasons other than an offence or breach being committed, a proportioned refund will be given.
38. The Council may at any time vary these Conditions without notice.
39. If the Consent Holder Street Trades from any Council Land he/she shall indemnify the Council from and against all loss, damage, costs, liabilities and claims whatsoever arising from its use and occupation of the land.<sup>22</sup>.
40. The Consent Holder and persons manning the stall will ensure their activities do not cause direct and permanent damage the grass and gardens and/or disturb wildlife.

#### **Additional conditions applicable to Special Events/Markets**

41. All stalls to be issued with a number that must be displayed on the stall.
42. The consent holder should keep records of each stallholder present on the market, to include the stallholder's pitch number, name and company name, their address, vehicle registration and a contact telephone number. This must be produced on request to an authorised officer.
43. The consent holder must not allow the sale of offensive weapons (including imitation fire-arms, standard firearms, airguns, swords and crossbows)
44. The consent holder must not allow the sale of materials considered offensive, indecent, or considered adult in nature.
45. If the Public Conveniences are required to open beyond 17:00 a charge will be levied in accordance with the Council's fees and charges.
46. If additional Street Cleaning is required as a result of the event, a charge will be levied in accordance with the Council's fees and charges.

