

## Street Trader's Consent

**Conditions** attached to Consent No. XX

### **Standard Conditions for Street Trading – individual consents**

#### **Definitions:**

Street Trading the selling or exposing or offering for sale any article (including a living thing) in a street.

Street 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.

'Consent Holder' means a Street Trader who has been granted a Consent by Mid Sussex District Council to trade on the street.

'Consent' means a Consent granted by Mid Sussex District Council in respect of street trading.

'Employee' means a person working for a Street Trading Consent Holder.

'Authorised Officer' or 'Licensing Officer' an Officer employed by Mid Sussex District Council and authorised in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982

'Serious Misconduct' Includes, but is not limited to any of the following:

- Sexist, racist, foul or abusive language
- Acts of dishonesty
- Acts of indecency
- Any act causing or likely to be dangerous or cause personal injury to a person

#### **General Conditions**

1. A copy of the consent must be displayed prominently on the unit or stall at the street trading site and the trader or his employees shall produce it whenever required by an authorised Council Officer or Police Officer.
2. The consent holder shall not trade outside the time and days permitted by the consent and trading shall only take place from the agreed specified trading unit or stall at the specified pitch.
3. The consent holder shall trade in compliance with the consent and must not digress e.g., affixing barriers or advertising etc. that has not been specified in the consent.
4. All signs placed on display in connection with the units must not contain inappropriate words, language or pictures in any form which may cause offence to members of the public or other stall holders.
5. The consent holder will comply with all legislation, regulations or bye laws made and for the time being in force.
6. The consent holder and their employees shall comply with all statutory requirements and statutory instruments including without limitation the Control of Substances Hazardous to

Health Regulations 2002 and the Health and Safety at Work, etc. Act 1974 in relation to the sale of goods or provision of services from their unit.

7. The goods, articles or products, the sale of which is authorised by this consent, are strictly limited to those specified, unless written approval to amend has been given by Mid Sussex District Council.

8. The trading unit or stall must be of the size and design approved by the Council and/or specified in the consent. Written approval to change the specified sales unit must be obtained from Mid Sussex District Council.

9. The consent holder shall not at any time lend, or purport to transfer or assign this licence to, or permit it to be used, by any other person except that they may employ any other approved person to assist them in trading without a further consent being required. Mid Sussex District Council must be notified of all employees/persons authorised to assist prior to them working.

10. The consent holder may employ another person to 'assist' with trading but shall be expected to be in attendance at the site regularly in order to remain in control of trading for the majority of trading hours.

11. The consent holder shall not employ more than two persons at any one time to exercise the consent in the absence of the holder. Employees must be aged 17 or over (18 or over if alcohol is to be sold).

12. All consent holders shall ensure that all their employees comply fully with the Conditions as disciplinary action may be taken against any consent holder or their employees for any breaches of the Conditions. Consent holders are under a duty to bring the Conditions to the attention of their employees.

13. The consent may be revoked by the council at any time for non-compliance with conditions or any other reasonable cause or surrendered by the consent holder at any time.

14. Nothing in these conditions shall excuse the consent holder from any legal duty or liability and the consent holder shall indemnify the council in respect of all claims, actions or demands arising from the consent except where due to the Council's own negligence.

15. The consent holder shall always maintain a valid third-party public liability insurance policy to the value of £5,000,000 and shall produce a valid certificate of insurance at any time.

16. The consent holder and any employees must notify the Council in writing within two working days of any change of address, any changes relating to a lowering of Food Hygiene Rating, police investigations and/or convictions or cautions which arise during the terms of the consent. The Council reserves the right to suspend a consent with immediate effect pending a review of the consent by the Licensing Department should any criminal matter serious enough that there are concerns for public safety.

17. The fees for the consent must be paid on or before the due date for payment as specified by the Council and by one of the methods stipulated by the Council.

18. Should the trader wish to surrender their consent, they must do so formally in writing, returning their consent.

19. Notwithstanding the details of a consent, when a pitch becomes temporarily unsuitable for any reason, the consent holder will agree to relocate to an alternative street trading pitch for the period of the temporary restriction.

20. Restricted goods as listed in the Street Trading Policy may not be sold.

21. There must be a minimum of 2 metres of unobstructed footway to allow passing space.

### **General Conduct**

22. The consent holder must not sell or leave any articles/goods outside of the agreed trading dimensions of the trading unit.

23. The consent holder shall not trade in such a way that is likely to cause obstruction of any part of any street or public place.

24. The consent holder shall not trade in such a way that is likely to cause an injury to any person using the street or place.

25. The consent holder shall not trade in such a way that is likely to cause damage to any property in the street or place.

26. The consent holder shall not trade in such a way that is likely to cause a nuisance or annoyance to persons using the street or public place, or to occupiers of premises in the vicinity.

27. The consent holder shall be clean in his person and shall not exhibit insobriety, incivility, improper language or other misconduct.

28. Serious misconduct will result in an immediate suspension of the consent to enable a review to take place by the Licensing Team potentially leading to revocation.

29. If requested to move for any reason the consent holder shall comply the reasonable instructions of any authorised Mid Sussex District Council Licensing Officer or Sussex Police Officer.

30. Traders are not permitted to purchase goods from the public whilst operating under a street trading consent or occupying a pitch.

### **Protection of Young People**

31. Street trading will not normally be authorised within 100 metres of any entrance or exit to a school or nursery. (The distance from the entrance to a school or nursery may be extended where issues of public safety are raised during the consultation of the application).

32. No child aged 16 or below shall be engaged in or employed to undertake any street trading under a consent issued by the Council.

33. If alcohol is sold at a pitch, no employee may be under the age of 18.

### **Trading Unit Compliance**

34. Any vehicle/unit/trailer used by the consent holder in the course of trading shall be constructed and maintained to the satisfaction of the Council and as stipulated by the

consent and design brief. A high standard of presentation and appearance will be expected to be maintained.

35. Any replacement or new units or stalls must be approved by the Council prior to being purchased.

36. The trading unit will comply in all respects with any legal requirements relating to the activity proposed.

37. The trading unit shall be of a high-quality design, with robust construction and materials that the daily removal will not result in the rapid deterioration in appearance of the unit.

38. The quality and appearance of the trading unit must be maintained at the standard approved in the original consent.

39. The trading unit will be of a mobile type and must be removed daily after trading has ceased unless previously authorised by a Licensing Officer. It must not cause damage to the street or endanger persons using the street. Stalls must be removed at the end of each day.

### **Health & Safety**

40. The use and storage of LPG will comply with the requirements of the Health and Safety at Work etc. Act 1974 and any Fire Authority requirements.

41. Where any LPG or electricity is used then suitable fire extinguishers must be provided and maintained in a satisfactory condition.

42. The consent holder will not be permitted to erect additional awnings, tents or other structures at the site without permission.

43. The consent holder shall be responsible for any damage to the highway resulting from the trading activity.

44. The consent holder shall not keep or store explosive materials and inflammable liquids on their trading units, other than gas cylinders in compliance with current legislation.

45. The consent holder shall comply with all Traffic Regulation Orders and ensure that vehicles used in respect of their stalls are moved from the trading site immediately they are unloaded or at the request of any authorised Officer.

### **Advertisements / Signage**

46. Advertisements must not be placed outside the perimeter of the trading site or affixed to any street furniture - e.g. lamp posts, road signs, fences, bollards.

47. Advertising should only relate to goods offered for sale on that pitch.

48. Illumination of advertisements on the outside of the unit not permitted.

49. The use of 'A' boards and any other display board/structures are prohibited unless authorised in advance by the Licensing Officer.

### **Waste Management**

51. The consent holder shall provide and maintain adequate refuse receptacles for litter and shall remove all litter in the trading vicinity; suitable arrangements must be in place for the disposal of commercial waste.

51. The consent holder must prevent the deposit in any street of solid or liquid refuse and shall not discharge any water (except as may be necessary for cleansing) to the street surface or to the surface water drains. The surrounding area shall be kept clean and tidy including the necessary washing of street surfaces.

### **Additional Requirements for Food Operations**

52. The consent holder must maintain a Food Hygiene Rating Scheme score of 4 or above. The hygiene rating must be displayed prominently on the stall, trailer, or vehicle.

### **PLEASE NOTE:**

Failure to comply with these conditions may result in enforcement action, namely the suspension or revocation of the consent, or the refusal of a renewal application.

The Council reserve the right to amend these standard conditions at any time.

The Council may attach any further reasonable conditions to this consent which it appears appropriate to meet circumstances.

This consent and any associated documents must be surrendered to the Council if the consent holder wishes to cease trading. Fees remain payable until such a time as the Consent or surrendered, revoked or lapses.

Any person who engages in street trading in a designated consent street unless authorised by the Council under the provisions of Schedule 4, Local Government (Miscellaneous Provisions) Act 1982 commits an offence and is liable, on conviction, to a fine not exceeding £1000 per offence i.e. for each day of trading without consent.

N.B. This consent is issued without prejudice to any other statute, bye-law or regulation, i.e. this consent does NOT over-ride any regulations regarding parking, food hygiene, obstruction, etc.

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