

## **APPENDIX D**

### **STANDARD CONDITIONS APPLICABLE TO STREET TRADING CONSENTS**

#### **General**

These Standard Conditions will apply to all consent unless disapplied or varied by the Head of Public Health and Protection in writing.

#### **Standard Conditions**

1. The Consent granted by the Council is personal to the Consent Holder. Multi user Town centre consents are managed by the consent holder who may permit multiple approved users.
  2. The Consent is non-transferable and is applicable to the consent holder only and it will relate to a specific stationary van, cart, barrow or other vehicle or moveable stall which has been approved by the Council in writing. Town centre consents will be used for multiple traders approved by the Councils town centre teams.
  3. The consent holder shall not assign, underlet or part with his/her interest under this consent.
  4. Any van, vehicle, barrow, cart or stall must be maintained in a neat, tidy and safe condition and comply with all relevant legislation (vehicle tax/MOT/insurance etc).
  5. The Consent Holder shall not use the street for any trading purpose other than the purpose as permitted by the Consent and then only at the specified location during the permitted hours and days.
  6. Only those goods or services specified on the consent may be sold or offered or exposed for sale on the street trading consent pitch.
  7. Unless specified otherwise in the Consent, the van, vehicle, barrow, cart or stall, including any permitted temporary furniture and advertising, shall be removed from the Consent site at the end of each day's trading without causing any damage.
  8. Any temporary furniture (for example, tables and chairs at food vending vans) or temporary advertising material (such as 'A' boards or other signage) will only be permitted at, or in the vicinity of, the van, vehicle, barrow, cart or stall if specified on the Consent with prior written approval by the relevant authority.
  9. The Consent Holder shall ensure that no advertisements relating to the activities permitted by the Consent are placed or affixed to any structures on the highway or highway land (including street furniture, road signs and grass verges). Any advertisement on private land must have prior written permission from the landowner, and planning permission where applicable, proof of which must be provided to the Council in writing prior to the advertising being positioned.
  10. The Consent Holder shall not cause any obstruction of the street or cause danger to any persons using it and shall not do anything, or permit anything to be done, which, in the opinion of an Authorised Officer of the Council, may be deemed a nuisance or annoyance or danger to any member of the public.
  11. Traders shall not allow any obstruction to fire hydrants, manholes or other street furniture etc, resulting from their business.
  12. The trader must not cause or allow to be caused any damage to the street surface, street furniture, lighting and landscaping within the permitted area and will be responsible for making good any such damage or payment for works in default.
- The Council reserves its right to recover any costs associated with remedying any breach of these terms and conditions.

13. The Consent Holder shall not directly or indirectly hawk, tout or solicit custom for or advertise by way of handbill, public address system or otherwise seek to attract attention or custom by shouting. Neither shall the consent holder make undue noise by permitting the playing of music, music re-producing or sound amplification apparatus or any musical instruments, radio or television sets whilst trading under this Consent, other than as specified in the Consent.

14. The Consent Holder shall maintain the area in the vicinity of any van, vehicle, barrow, cart or stall specified within the Consent in a clean and tidy condition at all times.

15. The Environmental Protection Act 1990 places a duty of care on individuals and businesses to dispose of waste originating from their trade in a certain manner. The Consent Holder shall ensure that refuse originating from their trade is disposed of by a licensed waste carrier and shall leave the site clear of refuse at the completion of each day's trading. No water or waste material shall be discharged on to the highway or any adjacent property.

16. The Council may remove and store or dispose of any furniture, equipment, advertisement or other structure placed on the street by the Consent Holder, or any person acting on behalf of the Consent Holder, that is not authorised by the Consent or has not been authorised in writing by the Council. The Council shall not be responsible to the Consent Holder for the safe keeping of any furniture, equipment, advertisement or other structure and may levy reasonable charges for the removal, storage and/or disposal thereof. If property comes into the possession of the Council after being found on buildings or premises owned or managed by the Council then section 41 of the Local Government (miscellaneous provisions) Act 1982 will apply

17. A copy of the Consent must be carried by the Consent Holder, or any person acting on behalf of the Consent Holder, at all times whilst trading and must be produced on demand when required by a Police Officer or an Authorised Officer of the Council.

18. Traders/trader assistants must report the loss of a consent notice to the Councils licensing team within 72hrs of losing it.

19. The Consent Holder shall display a suitable sign stating his or her name and trade. The sign must be approved in writing by an Authorised Officer of the Council.

20. The Consent Holder and his/her employees or assistants shall wear suitable clothes appertaining to the trading undertaken and maintain a professional appearance at all times.

21. 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 on their stall, barrow, cart etc. will have their consent revoked.

22. The Consent Holder shall notify the Head of Public Health and Protection in writing at Council Offices, Campus East, The Campus, WGC AL8 6AE of any criminal convictions or other legal proceedings arising out of the use or enjoyment of the Consent within 72 hrs.

23. The Consent Holder shall carry public liability insurance of not less than £5 million pounds, evidence of which shall be supplied to the Council prior to the grant of the Consent.

24. Traders selling food products, shall comply with all current food safety legislation including the provisions of the Food Safety Act 1990 and all subsequent act or amendments.

25. All staff must have attended as a minimum 'level'1 Food Hygiene training within the past five years. Evidence of food hygiene training must be available for examination by an Authorised Officer of the Council at any time the unit is trading.
26. In the case of food vending vans, vehicles, barrows, carts, or stalls, at least one person involved in the preparation and sale of food must hold a current Level 2 food safety certificate accredited by the Chartered Institute of Environmental Health, or an equivalent qualification, and must be present at the site during all trading hours.
27. The Consent Holder must take adequate precautions to prevent the risk of fire at the van, vehicle, barrow, cart or stall. All hot food vendors are required to comply with current fire safety legislation. Where gas cylinders are used, an annual gas safety certificate is required to ensure the safety of all gas cooking and heating equipment.
28. A serviceable fire blanket and foam fire extinguisher shall be provided at all vans, vehicles, barrows, carts or stalls using any form of power.
29. Fabrics or other sheet materials used in the construction of the stalls, roof coverings, drapes or awnings shall be rendered flame retardant and maintained in that condition.
29. No heat producing equipment shall be used without the prior written express permission of the Council.
30. Liquefied petroleum gas shall not be used without the express permission of the Council and any installations must be in accordance with the current code of practise.
31. No generators shall be used without the prior written express permission of the Council and will be placed in a position where they do not present a danger or nuisance.
32. A suitably qualified person must install all generators and documentation must be provided to show that the generators have been maintained in accordance with the manufacturer's instructions.
33. No fuel may be stored in the vicinity of a generator and generators must not be filled up during the trading time.
34. All hot food vans, vehicles, barrows, carts or stalls are required to carry a basic first aid kit. The Consent Holder and hot food vendors should know how to give first aid to treat victims of cuts and burns. All hot food vans, vehicles, barrows, carts or stalls should have access to a minimum of one mobile telephone that must be serviceable at all times whilst trading.
36. With the exception of Town Centre Consents, Special Events and Market Consents, the Consent Holder must be the principal trader and have day to day control of the van, vehicle, barrow, cart or stall. The Consent Holder may employ any other person to assist in operating the van, vehicle, barrow, cart or stall and shall notify the Council of the name and address of such persons.
37. The Consent Holder shall permit the Council, or any other statutory body, to have access to the area designated within a Consent at any time without notice for any purpose whatsoever including, but not limited to, carrying out works to the highway or private land, or inspecting the same, or otherwise.
38. The Council may revoke the Consent at any time.
39. The Consent Holder will return the Consent to the Council immediately upon revocation or surrender.
40. In the event of the Consent being surrendered or revoked before the expiry date, any refund will be at the discretion of the Council as considered appropriate and proportionate.
41. The Council may at any time vary these Conditions without notice.

42. If the trader wishes any of the terms of the consent to be varied application must be made in writing to the council in accordance with the statutory requirements.

43. Failure to comply with any conditions attached to the Street Trading Consent may result in the revocation of such consent. If the consent is revoked the person issued with the consent shall have no claim against the council.

44. The Council may revoke this consent at any time and the Council shall not in any circumstances whatsoever be liable to pay any compensation to the holder in respect of such revocation.

45. Revocation will be authorised by the Head of Public Health and Protection documenting the reason for the revocation but there is no appeal process.

46. Once revoked the consent is no longer valid so any further street trading would be illegal and subject to enforcement proceedings.

### **Additional Conditions for Static Pitches**

1. Any van, vehicle, barrow, cart or stall shall only be positioned within the designated area as outlined on the plan attached to the Consent.

2. Nothing contained herein shall be construed as the grant or purported grant by the Council of any tenancy protected by the Landlord and Tenant Act 1954, or any permission under the Town and Country Planning Act 1990, or any statutory modification or re-enactment thereof for the time being in force.

### **Additional Conditions for Town Centre Consents**

1. The Consent Holder will be responsible for ensuring compliance with all consent conditions at all times when the consent is in use.

2. The Consent Holder may make the charges outlined in Appendix B payable to licensing at Welwyn Hatfield Council for the administration of the consent until such time as the threshold is reached. (Appendix B). Once the threshold is reached any additional fees will remain with the Town Centre Team to facilitate future events.

3. The Consent Holder may not make any charge for the use of a Town Centre Consent by organisations or individuals using the Consent for registered charitable or not-for-profit purposes. In these cases there is no requirement to pay the licensing fee.

4. The Consent Holder must keep records of each stallholder that uses the Town Centre Consent, to include:

- date of use;
- location of stall and/or pitch number;
- name and company/organisation name;
- trader's home address;
- trader's vehicle registration; and
- trader's contact telephone number
- Date of birth (17 and over only)

5. The multi-use consent holder must keep records of each stallholder that is refused use of the Town Centre Consent, to include:

- date of proposed use;
- location of proposed stall;
- name and company/organisation name;
- trader's home address;

- trader's contact telephone number; and
- reason for refusal

6. In determining whether or not to allow an individual or organisation the use of a Town Centre Consent, the Consent Holder must make his/her determination in accordance with the principles contained within paragraph 3.5 of the Street Trading Policy.