

STREET TRADING CONSENTS

STANDARD CONDITIONS

Local Government (Miscellaneous Provisions) Act 1982

DEFINITIONS

“The Council”	means Wokingham Borough Council
“Street”	means a road, footway, pavement, forecourt, place to which the public have access without payment and other areas adjacent to the streets.
“Street Trading”	means selling or exposing, or offering for sale in a street any article (including a living thing) except any activity referred to in paragraph 1(2) of schedule 4 of the Local Government (Miscellaneous Provisions) Act 1982
“Consent Street”	means a street in which street trading is prohibited without the consent of the council.
“Consent Holder”	means the person named in this consent.

The following conditions apply in respect of all Street Trading Consents granted by the Council. The Council reserves the right to vary or modify these conditions or apply new conditions from time to time as it may in its absolute discretion think fit. The granting of a consent does not imply approval under any other legislation or activity controlled by the Council.

These “Standard Conditions” may be supplemented or varied by any “Special Conditions” relating to a particular location as issued with the Consent.

The hours of trading shall be only within the times specified on the Consent.

The Consent only specifies those hours during which trading may take place provided that all other legal requirements are satisfied. The Consent does not confer the right to station the stall/vehicle on the Consent pitch at any particular time(s).

A copy of the Consent shall be displayed conspicuously on the stall/vehicle and a copy of the “Standard Conditions” and any “Special Conditions” which apply to that Consent shall be carried by whoever is operating the stall/vehicle when trading and shall be produced when requested by a Council Officer or a Police Officer

At all times the Consent Holder and/or his/her Assistant(s) are operating the stall/vehicle they shall wear their personal identification badge with a photograph issued at the time of their authorisation by the Council. Such badges shall remain the property of the Council and shall be returned when the individual ceases to trade.

Details of all assistants shall be provided in writing to the Council prior to commencement of work on the stall/vehicle.

At all times the Consent Holder and/or any Assistant shall comply with all statutes, statutory instruments and bylaws currently in force. Particular attention should be paid to the requirements of the Health and Safety at Work Act 1974 and the Food Safety Act 1990 and any Regulations made thereunder. Advice on these requirements can be obtained from the Environmental Health Department. (telephone 0118 974 6400)

N.B This Consent does not override any Legislation regarding parking, food hygiene, obstruction etc.

The Consent Holder or his/her business shall not be the cause of any nuisance or annoyance to any other user of the highway, the occupier of any land or building or Wokingham Borough Council and in particular the Consent Holder and/or any Assistant shall on all occasions when carrying on business, be strictly sober, and conduct him/herself in a proper, civil and decorous manner and the business will not be conducted in such a way as to cause annoyance to the occupier or person in charge of any shop or business premises or dwelling.

A Consent Holder shall make such provisions as necessary to prevent the deposit on any street of solid or liquid refuse and shall not discharge any waste to the surface water drains.

On land other than the highway, the permission of the landowner and any necessary Planning Permission shall have to be obtained. Written confirmation of such shall be provided to the council prior to the commencement of trading.

A readily identifiable name of the business shall be conspicuously displayed on the stall/vehicle.

The colour, type and dimensions of any vehicle, stall, trailer cart or similar to be used under any Consent will be subject to approval by the council. No change of any approved stall/vehicle is permitted without prior agreement in writing from the Council.

The Consent holder's vehicle/stall to which the Consent applies shall be kept in a clean, safe and well maintained condition. The Consent Holder's vehicle shall be maintained in a roadworthy condition, taxed, insured and with a current MOT certificate as appropriate and the driver of the vehicle shall hold an appropriate driving licence.

The Consent Holder shall ensure that the stall/vehicle is positioned only on the Consent pitch of the Consent Street for which the Consent is held whilst trading. Such stall or vehicle shall be removed from the site after the close of trading each day. The Consent pitch may only be changed mid-term of any Consent period with the agreement of the council.

Whilst the granting of a Consent is specific to a particular location the Council reserves the right to vary the same at any time.

The Consent Holder shall not park his/her vehicle on any part of a footway.

Each Consent Holder shall ensure that disabled persons and wheelchair users can be adequately served. This may involve such customers being served from outside the stall/vehicle.

At least one refuse container shall be provided by the Consent Holder and placed on the pavement near to his/her stall/vehicle and be available for use by his/her

customers. A notice shall also be displayed requesting customers to deposit litter in a waste container.

The Consent Holder shall ensure that the area in the vicinity of his/her stall/vehicle is kept clear at all times of all refuse originating from his/her trade and from customers, and in particular, shall leave the site and area clear of such refuse at the completion of trading.

If a Consent Holder or Assistant is requested to remove or reposition the stall/vehicle by a Council Officer or Police Officer he/she shall immediately comply with that request.

The Consent Holder shall have and maintain a valid insurance policy against public liability and third party risks. The minimum insurance cover shall be £2,000,000 and shall include cover for any risks arising from the use of the Consent Holder's vehicle or stall and any additional equipment under his/her control such as generators, etc. If food is sold the insurance shall specifically cover against food poisoning to the same amount. The insurance certificate or cover note shall be produced with the Consent Application.

The Consent Holder may terminate the Consent by written notice to the Council. Any refund of the fee would be in accordance with the Wokingham Borough Council refund policy.

The Consent is personal to the Consent Holder and is not transferable except in the case of the death of the Consent Holder when the Consent may be transferred, by agreement with the Council, to a member of the Consent Holders family.

The fee for a Consent shall be paid in advance.

Adequate precautions shall be taken by the Consent Holder to prevent the risk of an outbreak of fire at his/her stall/vehicle. Where a power source or heating appliance is present, e.g. a generator or bottled gas container, then a suitable fire extinguisher shall be provided. In addition, a fire blanket shall be provided in vehicles selling hot food.

The Consent Holder shall not place any signs or any object upon the pavement, or on any other part of the highway or other public place except within the marked out area of the Consent Street for which the Consent Holder holds a Street Trading Consent. (The marked out area is detailed on the site plan attached to the Consent).

The Consent Holder and/or any Assistant shall not sell or offer or expose for sale any goods or articles other than those described within the terms of the Consent.

Only one Consent will be granted per person.

The Consent Holder and every Assistant(s) of food stalls/vehicles shall have obtained a Level 1 Food Hygiene Qualification. The original certificate should be sent with the application form and be available for inspection if requested by an Officer of the Council. The certificate will be returned with the Consent.

If the Consent Holder is selling food or drink the stall/vehicle shall be registered with the Local Authority where it is normally kept under the provisions of the Food Premises (Registration) Regulations 1991.

No omission from, or addition to, or variation of, the consent shall be valid of any effect unless it is agreed in writing and signed by the Authorised Officer of the Council and by the consent holder.

The consent holder is not, and shall in no circumstances, hold him/herself out as being, the servant or agent of the Council.

The consent holder shall in no circumstance, hold himself out as having the power to make, vary, discharge or waive any byelaw or regulation of any kind.

If the business is sold the new owner of the business must apply to the Council for Consent prior to commencement of trading.

No one under the age of 18 years must be left in charge of the trading unit.

All applications for the grant or renewal of a Street Trading Consent shall be accompanied by a certificate signed by an approved gas installer to the effect that all gas appliances installed in or on the stall/vehicle and all cylinders, pipes and other fittings used for supplying gas to that appliance have been examined and found to be fitted in a safe and satisfactory manner and are suitable for their intended use. (At the present time such a certificate can only be issued by a person approved by the Council for Registered Gas Installers – CORGI)

The Consent Holder shall not use any television, tape recorder or other device for the reproduction of sound while trading which is audible beyond 5m of his/her stall.

For the avoidance of doubt, nothing contained in the consent shall prejudice the rights, powers, duties and obligations of the Council, or any other enforcing authority, under any public and private statutes, orders, regulations or byelaws.

If a Consent Holder fails to comply with any of the “Standard Conditions” or “Special Conditions” the Council reserve the right to revoke the Consent and institute prosecution proceedings.

A street trading Consent is valid for the period specified in the consent and may be revoked by the Council within that period, upon written notice being given of the date and time, at which the consent holder may appeal before the Licensing Appeals Panel to show why the consent should not be revoked. During this period the Consent Holder may continue to trade.

SHOULD A CONSENT BE REVOKED UNDER WHATEVER CIRCUMSTANCES NO REFUND WILL NORMALLY BE PAID