

Street Trading Consent Conditions

GENERAL CONDITIONS

1. The consent holder (which expression where appropriate includes joint holders of this consent) and any person employed by him to assist him in his trading, shall produce the consent on demand when so required by a duly authorised officer of Rushcliffe Borough Council, or by a Police Officer.
2. A copy of this consent shall kept onsite by the holder and available for inspection by an authorised officer of the Council, or a Police officer.
3. The consent holder shall notify the Environmental Health Manager of the Council immediately of any convictions or proceedings arising out of the use or enjoyment of the consent, within 5 working days.
4. The consent holder shall not sublet or underlet this consent or any part thereof, but may surrender it to the Council or transfer the consent to a third party at any time.
5. The consent holder shall observe and comply with any directions in relation to the use of the street or public place by a duly Authorised Officer of the Council.
6. Nothing contained in these conditions shall relieve the consent holder or his/her employees or agents from any legal duty or liability and the consent holder shall indemnify the Council in respect of all claims, actions, demands or costs arising from this consent
7. The consent holder shall at all times maintain a valid Third-Party Public Liability Insurance Policy to the satisfaction of the Council and shall produce a valid certificate of such insurance at any time upon request by an Authorised Officer of the Council.
8. If the street trading site is located on private land, including forecourts, satisfactory written evidence must be provided to the Council that permission of the landowner or lessee has been obtained to carry out the Street Trading activity.
9. The Council may vary the conditions attached to the consent at any time.
10. The identities of all persons working on street trading units shall be notified to the Council and all such persons will wear an identification badge.
11. If public toilets are not readily accessible from the street trading site, the consent holder shall provide written permission from the owner of any toilet facilities that they are proposing to use while the street trading business is operating.
12. Such toilet permission must include confirmation that the facilities will be available at all times during normal trading hours. If this is not possible, the consent holder shall provide a suitably screened chemical toilet, maintained and emptied at their own expense.
13. The Council's Health, Safety and Food Team will assess the appropriateness of any proposed toilet arrangements and consent will be withheld until they are satisfied with them.
14. The Council will expect all traders to cease the use of single use plastics, where this is practicable and reasonable to do so, traders will be licensed only if they can demonstrate they have removed all such plastic use in the council area or there is a justified reason for the continued use.
15. The consent holder shall not operate before 06:00 or later than 23:00 on any day.

16. The consent holder shall ensure that any person who is working on the vehicle has a right to work in the UK and has made appropriate checks.

SITE CONDITIONS

17. The consent holder, when operating on a static trading site shall have access to suitable and sufficient sanitary accommodation for both the consent holder, and any persons employed in the street trading activity. The sanitary accommodation arrangements shall be approved by the Council.
18. The consent holder shall not use any television, tape recorder or other device for the reproduction of sound whilst trading which is audible beyond 5 metres from the site.
19. The consent holder shall not place on any street or public place, or affix to any equipment placed on the street or public place, any advertising of any description whatsoever except with the previous consent in writing from the Council.
20. Advertisements or other notices must not be placed outside of the immediate area of the street trading site without the approval of the Council. The consent holder shall not make any excavations or alterations of any description to the surface of the street, or land in the ownership of the Council adjoining a street, or place or fix equipment of any description in the said surface, except with the previous consent from the Council in writing.
21. The consent holder shall not place on the street or in a public place any furniture or equipment other than as permitted by the consent and he must maintain the same in a clean and tidy condition and not place them so as to obstruct the entrance or exit from any premises.
22. The consent holder shall keep his trading position and the immediate adjacent area in a clean and tidy condition during the permitted hours and also leave the location in a clean and tidy condition and unobstructed at the end of each daily period of use under the terms of this consent.
23. The consent holder shall provide and maintain at his own expense adequate refuse receptacles for litter.
24. Litter and trade waste arising from the activities of the consent holder shall be removed from the site on a daily basis and disposed of by a trade waste collection contractor. Records must also be kept for 2 years showing how the waste has been disposed of (waste transfer notes), which must be made available on request to the regulating authorities.
25. The consent holder shall make such provision as is necessary to prevent the deposit in any street or public place of solid or liquid refuse and shall not discharge any water or effluent from the street trading activity to street surface drainage or other watercourse.

TRADING CONDITIONS

26. The consent holder shall not carry out street trading activities other than those permitted by the consent.
27. The consent holder shall not trade outside the time and days permitted by the consent.
28. The consent holder shall display on any van, cart, barrow or other vehicle or stall in a conspicuous position that is visible to members of the public a street trading identification plate that has been issued by the Council.

29. The consent holder shall not trade in such a way that is likely to cause undue obstruction to any part of any street or public place.
30. The consent holder shall not trade in such a way that is likely to cause any injury to any person using the street or public place.
31. The consent holder shall not trade in such a way that is likely to cause damage to any property in the street or public place.
32. The consent holder shall not trade in such a way as to cause a nuisance or annoyance to persons using the street or public place, or occupiers of premises in the vicinity. Noise from equipment used in connection with consented street trading activity shall not be audible inside nearby residences.
33. All street trading fees are due yearly every July.
34. Static Street trading units, vehicles or other equipment associated with the street trading activity shall be removed from the site at the cessation of trading each day.
35. Any consent holder who wishes to employ an assistant who will be left solely in charge of the street trading site during the course of a day's trading shall be required to:
 - a. Obtain written permission from the Council
 - b. Provide the name, age and address of the assistant.
36. The consent holder shall at all times conduct his business in a clean, honest, civil and business-like manner without interfering with the business of other Traders and consent holders.
37. There current Food Hygiene Rating Scheme score for any consent vending food must be rated at **3 or higher**. Food safety records and any documented food safety procedures shall be made available at the time of any inspection by an officer of the council or competent officer of the Food Authority.

THE FOLLOWING CONDITIONS ONLY APPLY TO STREET TRADERS WITH PERMISSIONS IN THE AREA OF THE NOTTINGHAM FOREST FOOTBALL GROUND

38. The permission to trade on the pitch designated shall only apply to days on which football matches take place at the Nottingham Forest Football Club, The City Ground and no other days.(unless with prior written permission of the Council.)
39. The consent holder must trade personally from the designated pitch on at least 75% of Nottingham Forest Football Club's home match days and shall not leave the above pitch vacant on more than 2 consecutive home match days without the prior written permission of the Council.
40. In regard to Mobile Food vendors based on private property, the vehicle must be positioned on the property in such a location that the serving hatch of the vehicle is at least two meters from the edge of the public highway. This is to allow free access to pedestrians and vehicles using the highway.

LEGAL PROVISIONS

41. Nothing contained in these conditions shall relieve or excuse the consent holder or his/her employees or agents from any legal duty or liability.
42. At all times the consent holder shall comply with the legislation in force. Particular attention, where appropriate, should be paid to the Health and Safety at Work etc. Act 1974, the Food Safety and Hygiene (England) Regulations 2013,"Regulation (EC) 852/2004" and the Food Safety Act 1990.

43. Traders must comply with Trading Standards legislation I.E.:
- Goods sold by weight must be sold in metric units
 - Goods that contravene the Trade Marks Act 1994 (counterfeit goods) must not be sold
 - All goods must have a price inclusive of VAT displayed on them.
44. In accordance with the food hygiene legislation the applicant must provide proof to the Council that the business/mobile food unit is currently registered with the food authority in which the stall, handcart, barrow or mobile food unit is currently stored. It is a criminal offence to operate a food business without being registered. Note: There is no charge for the registration of a food business.

REVOCAION OR SURRENDER OF CONSENT

45. The consent may be revoked by the Council 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. There will be a right of appeal to the Licensing Sub-Committee against a decision to revoke a consent.
46. The consent holder of a Street Trading Unit Identification Plate shall return the said plate to the Council immediately on revocation or surrender of the consent.
47. The consent holder shall return the paper consent to the Rushcliffe Borough Council immediately on revocation or surrender of the.
48. A consent holder who is found to be employing an illegal immigrant will have the consent immediately revoked. There will be a right of appeal to the Licensing Sub-Committee against a decision to revoke a consent.
49. In the event of a consent holder having the consent revoked by the Council a further application from that person will not normally be considered within 3 years from the date of such revocation.

MOBILE TRADING CONSENT – Additional Conditions for ice cream vendors or similar

50. This consent is granted on the basis that a mobile trader must not trade from a site for more than 60 minutes and not return to the same site within 2 hours.
51. Mobile units may sound chimes but not:-
1. For longer than 12 seconds at a time.
 2. More often than once every 2 minutes.
 3. When the vehicle is stationary.
 4. When the vehicle is moving, except on approach to a selling point.
 5. When in sight of another vehicle which is trading.
 6. When within 50 metres of schools (during school hours), hospitals and places of worship (on Sundays and other recognised days of worship).
 7. More often than once every 2 hours in the same length of street.
 8. Chimes must not be louder than 80dB(A) at 7.5m; and
 9. Chimes must not be sounded before 12 noon or after 19:00 hours.
 10. Must comply with the Code of Practice on Noise from Ice-Cream Van Chimes Etc. in England 2013 or subsequent amendments.

BLOCK TRADING CONSENT- Additional Conditions

52. Block consent applications will require numerous colour photographs of the area the consent is being applied for.
53. Third Party and Public Liability insurance must cover all traders, or individual insurance for all traders must be provided.
54. A list of all the traders to be covered by the block consent must be provided, if known at the time of the application. If the traders aren't known at the time of the application, a list must be provided to the Council at least 5 working days before the consent is granted.
55. Copies of proof that all food traders covered by the block consent are registered with a Local Authority

NOTES TO THE CONDITIONS

Within the terms of these conditions the following words have the meanings as described:

The Council	Means the Rushcliffe Borough Council
Street Trading	Means the selling or exposing or offering for sale of any article (including a living thing) in any street,
Street	Includes: a. Any road, footway, beach or other area to which the public have access without payment. A service area as defined in section 329 of the Highways Act 1980, and also includes any part of a street.
consent Street	Means a street in which street trading is prohibited without the consent of the district council.
Authorised Officer	Means an officer employed by Rushcliffe Borough Council and authorised by the Council to act in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982.

THIS CONSENT DOES NOT:

1. Permit trading outside the terms of the consent.
2. Indicate that planning permission is not required, Please note:
 - a. That the requirement to obtain planning permission applies to all streets, whether they have been designated consent Streets or not.
 - b. That the grant of one or more street trading consents does not give the trader immunity from planning control
 - c. The Council has discretion whether or not to enforce planning laws in relation to street trading.
3. Indicate that the unit is exempt from business rates
4. Override parking restrictions or any other traffic regulations
5. Imply approval from the highway authority or any other person or authority