

APPENDIX A

CURRENT STREET TRADING CONDITIONS

Slough Borough Council

STREET TRADING CONSENTS – GENERAL CONDITIONS

1. **PERMITTED HOURS**

No street trading shall take place at any location except between the hours of 6.00 p.m. and the permitted terminal hour stated on the consent on any evening.

Or

Between 7.00 a.m. and 5.00 p.m. on any day.

Except with the prior permission of the Council

2. **COMPLIANCE WITH REGULATIONS**

The Consent Holder shall at all times comply with all current and future Statutes, Statutory Instruments, Traffic Regulation Orders, Byelaws and other regulations currently in force.

In particular, the Consent Holder shall comply with the requirements of the Management of Health and Safety at Work Regulations 1999, the Food Safety and Hygiene (England) Regulations 2013, the Motor Vehicle Construction and Use Regulations 1999. For Advice on these requirements contact – foodsafety@slough.gov.uk or tradingstandards@slough.gov.uk or telephone 01753 875255.

Such compliance shall not only be in respect of his or her, vehicle stall, trolley, stand, but also at or near the location or site used for the trading.

3. **NUISANCE**

The Consent Holder or his or 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. In particular the Consent Holder and or his or her assistant shall on all occasions when carrying on the business, be strictly sober and conduct him or 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.

4. **DISCHARGES**

No water or waste materials, grease, debris of any type shall be discharged onto the highway or onto any adjacent property and must not be disposed of by use of public drains. Should any blockages take place and cleaning be required the Consent Holder will be liable for any cost incurred.

5. **STORAGE OF STOCK**

All stock and other miscellaneous articles shall be stored at all times on the stall, vehicle, stand or trolley and not on the surrounding footway.

6. **MAINTENANCE**

The Consent Holder's vehicle/stall, stand or trolley shall be kept in a clean, hygienic, safe and well maintained condition. (The Consent Holder's vehicle shall be maintained in a roadworthy condition, taxed, insured and with a current M.O.T. Certificate).

7. **REFUSE CONTAINERS**

At least one refuse container shall be provided by the Consent Holder and placed immediately adjacent to his/her stall vehicle/stall etc and be available at all times of trading for use by his/her customers. A notice shall also be displayed requesting customers to deposit litter in a waste container.

8. **CLEANSING**

The Consent Holder shall ensure that the area in the vicinity of his/her vehicle/stall etc is kept clear at all times of all refuse originating from his/her trade and from customers. The Consent Holder shall in particular, leave the site clear of all such refuse at the completion of trading. Should the area require cleaning the Consent Holder will be liable for the cost incurred.

9. **POSITION OF STALL ETC**

The Consent Holder shall ensure that his/her vehicle/stall etc is positioned only in the allocated area of the Consent Street for which he/she holds a Street Trading Consent and as specified in that Consent such a vehicle/stall etc shall be removed from the site after the close of the Trading day, except where permission has been granted by Slough Borough Council.

10. **DISPLAY OF CONSENT**

The Consent Holder shall display conspicuously on his/ vehicle/stall etc, a copy of the consent and or the badge issued with the consent and the person who is in charge and operating the vehicle/stall, stand or trolley when trading must produce the badge and or consent when requested by an Officer of the Council or a Police Officer.

11. **MOVING STALL ETC**

If a Consent Holder (duty holder / employer) or his/her employee is requested to move his/her vehicle/stall and or cease trading etc by an Officer of the Council or a Police Officer he/she shall immediately comply with that request.

12. **DISABLED PERSONS**

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 vehicle/stall etc. The Consent Holder's stall shall be of a size, type and design approved by the Council.

13. **STALLS ETC**

The type, colour and dimensions of any vehicle or trailer or cart or similar to be used under the Consent will be subject to approval by Slough Borough Council. No change of any approved such vehicle or similar is permitted without prior consent, in writing from Slough Borough Council. Photographs of the vehicle, stall, stand, trolley etc must be provided to Slough Borough Council.

14. **PARKING ON FOOTWAY**

The Consent Holder shall not park or position his/her vehicle, stall, stand, trolley etc on any part of a footway (except with the prior permission of Slough Borough Council).

15. **INSURANCE**

All Consent Holders as employer / proprietor shall have and maintain a proper insurance policy against public liability and third party risks. The minimum insurance cover shall be £5,000,000 and shall cover the operator's vehicle, or stall, stand, trolley, and any additional equipment under his/her control such as generators, gas containers, etc. If food is sold the insurance shall specifically include cover against food poisoning to the same amount. The insurance certificate or cover note shall be produced to the Council before the Street Trading Consent is issued and on renewal of the Consent. A copy shall also be displayed at all times when trading for inspection by an officer of the council or police officer.

16. **FIRE PRECAUTIONS**

Adequate precautions shall be taken by the Consent Holder to prevent the risk of an outbreak of fire at his/her stall or vehicle etc. 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.

17. **STORAGE OF EQUIPMENT**

The Consent Holder is responsible for the storage of all equipment associated with his/her trading and is not permitted to leave any vehicle, stall, ancillary equipment etc. on the site of trading at any time when trading is not taking place. (Also **condition 9** – position of stall etc).

18. **SETTING UP AND CLOSING DOWN**

The Consent Holder shall not enter the site of trading other than during the times specified except for the periods of 30 minutes before trading starts and after trading finishes for the purposes of setting up and dismantling the trading operation.

19. **SURRENDER OR REVOCATION OF CONSENT**

Where a street trading consent is surrendered or revoked the Council **may** remit the whole or part of any fee paid. The council shall be entitled to retain at minimum £100 of any fee paid.

In accordance with the above legislation, there is NO right of appeal in respect of the refusal, revocation or variation of a street trading consent. The Council has a discretion in these matters which is subject only to the principles exercised by the courts in judicial review proceedings

20. **TRANSFER OF CONSENT**

At the discretion of the Council, one assignment only of a consent may be allowed to an immediate next of kin, subject to satisfactory evidence of proof of identity. Where such a transfer of a consent is allowed, a new food registration form **MUST** be completed **AND** details of the employer reconfirmed. The sub-letting / renting out or sale of the consent is **not permitted**.

21. **BREACH OF HYGIENE AND SAFETY REGULATIONS**

The Council may remove the Consent at any time. Breach of any one or more of the Conditions OR breaches of Food Safety and or Health and Safety Regulations relating to the consent holders trade may make the consent holder liable to enforcement action in line with the Council's enforcement which may result in the street trading consent being revoked and or prosecution.

22. **FOOD HYGIENE TRAINING**

The Consent Holder and all food handlers working on the stall or vehicle must possess the current Food Hygiene Certificate (or equivalent). The Consent Holder and food handlers must attend the relevant course and obtain their certificate prior to the grant or renewal of a street trading consent.

23. **ELECTRICITY SUPPLY**

Consent Holders wishing to install an electricity supply point on the highway or other Council land shall do so only after obtaining the necessary licence from the Council. Contact 01753 875626 for further details.

24. **MOBILE GENERATORS**

Mobile generators will be used only with the permission of the Council and will be specified and sited in such a way as not to cause noise nuisance or other annoyance to the occupier of any other premises or any user of the highway.

25. **ELECTRICAL EQUIPMENT**

All electrical equipment used in connection with the trading consent shall be constructed to a recognised standard, ideally to British Standard, and comply with all of the requirements of the latest edition of the IEE Regulations. In any case, electrical cables trailing across the highway or any part of the footway are **not permitted**.

26. **APPLICATIONS**

All applications for a Street Trading Consent (where applicable) shall be accompanied by a certificate signed by a CORGI registered gas installer to the effect that all gas appliances installed in or on the vehicle or trailer, 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.

27. **CHAIRS AND TABLES**

The Consent Holder may not, at any time, place tables, chairs, benches or similar articles on the footway, highway or any other land for the use of customers or staff of the trading consent for the consumption of food or drink sold by the Consent Holder.

28. **SIGNS ON PAVEMENT/HIGHWAY**

The Consent Holder shall not place any signs or any object upon the pavement or any other part of the highway or other public place, except within the allocated area of the Consent Street for which the Consent Holder holds a Street Trading Consent (except with the permission of Slough Borough Council). A definitive plan of the allocated area of the consent shall be submitted to the Council before issue of the consent.

29. **BOTTLED GAS**

The use of LPG or bottled gas for cooking or heating purposes in a mobile catering unit can be extremely dangerous unless certain basic safety codes of practice are followed. Under the terms of the Health and Safety at Work etc. Act 1974, the Consent Holder has a responsibility to ensure that all gas appliances and storage arrangements and installations are as safe as is reasonably possible, to protect the health, safety and welfare of staff, customers and any other individual. For copies of guidance notes or for specific advice in this respect, you should contact the L P Gas Association.

30. **DAMAGE TO PAVEMENT/HIGHWAY**

The Consent Holder will be responsible for any damage caused to the pavement, highway, including marks on the surface area where his/her vehicle, stall, etc has been positioned and will be liable for any cost incurred for such repairs.

31. **PLANT AND EQUIPMENT**

All plant and equipment used in connection with this trading consent shall be constructed to comply with a recognised standard, and ideally the relevant British Standard.

32. **SALE OF GOODS OR ARTICLES**

The Consent Holder and/or his/her assistants shall not sell or offer for sale any goods or articles other than those described within the Principle Terms of the Consent. In addition, only the consent holder may carry on a business or trade at the consent location and will be restricted to the sale of goods. **Receipt or exchange of any other goods is totally prohibited.**

33. **PRICE LISTS**

The Consent Holder shall, whilst trading, display an accurate and comprehensive price list of all items for sale from the stall or vehicle.

34. **EMPLOYMENT**

The consent holder shall be the sole employer of any persons employed or working at the vehicle / stall / stand etc. Such employees must be a 'nominated person or assistant' listed on the application form. The council must be notified of any changes of 'nominated persons or assistants'.

35. **SPECIAL CONDITIONS**

The Council may at any time vary or add to the General Conditions with further Special Conditions on the Consent Certificate.

36. **CRIMINAL RECORDS CHECKS**

All consent holders, nominated persons or assistants must produce annually a **Basic Criminal Records Bureau check**.

37. **PREMISES LICENCE**

Where the business of a street trading consent involves the Provision of Late Night Refreshment i.e. the sale or supply of hot food or drink to members of the public between the hours of 23-00 hours and 05-00 hours, a **PREMISES LICENCE** will also be required in accordance with the **Licensing Act 2003**.

38. **MOBILE TRADERS**

All mobile trading (including ice cream vendors) to be restricted to a maximum of **20 minutes time period** in any one particular location.

GENERAL CONDITIONS DECLARATION

I (insert name).....of (insert address).....

.....

having applied for the grant or renewal of a Street Trading Consent issued by Slough Borough Council (Licensing Authority) acknowledge receipt of a copy of the current General Conditions for Street Trading Consents and agree to abide by all the attached conditions.

Signed:.....

Print Name:.....

Date:.....