

TO: LICENSING AND SAFETY COMMITTEE
11 OCTOBER 2012

STREET TRADING CONSENT – STANDARD CONDITIONS
Director of Environment, Culture and Communities

1 PURPOSE OF REPORT

- 1.1 The purpose of this report is to report on the results of the recent consultation on the amended version of the Council's standard conditions to be attached to street trading consents issued within Bracknell Forest.

2 RECOMMENDATIONS

2.1 That the Committee

- i) **notes the results of the consultation; and**
- ii) **approves the revised conditions at Annex B for implementation on all street trading consents with effect from 1 January 2013**

3 REASONS FOR RECOMMENDATIONS

- 3.1 The existing conditions have with very little modification been in existence since 1995 when the Council adopted the street trading consent requirements.
- 3.2 Whilst the existing standard conditions have served us well, it is good practice to review documents from time to time to ensure that they are still relevant to the present time. Officers have reviewed the conditions, changed wording to aid clarity and changed, deleted or introduced new conditions that reflect present legislation and best practice.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Members could choose to further vary the conditions, or to continue with use of the current conditions attached at Annex A.

5 SUPPORTING INFORMATION

- 5.1 The granting of street trading consents is permitted under the Local Government (Miscellaneous Provisions) Act 1982 ['the Act']. The Council adopted these provisions in 1995 to regulate a growing number of businesses that were trading on our streets and causing a nuisance to local residents, businesses and road users. The use of these provisions has reduced the amount of businesses trading on the roadside, put in place conditions which enable officers to control such operations, and significantly reduced the adverse impact that such trading can have upon the local environment. It has also enabled responsible businesses to provide a service to residents which is regularly used.
- 5.2 The Act permits the Council to attach such conditions as they consider reasonably necessary, in particular to prevent:
- a) obstruction of the street or danger to persons using it, or
 - b) nuisance or annoyance, whether to persons using the street or otherwise,
 - c) the structure from which trading is permitted
 - d) the location and time periods for trading.

5.3 Attached as Annex A to the report are the conditions that have been in place since 1995. Attached as Annex B are the proposed new conditions.

5.4 The material changes are as follows:

- Change reference to 'rental period' in Condition 5 to 'consent period'
- Confirm that no refunds are paid where a consent is suspended or revoked
- Confirm that failure to renew the consent prior to the expiry date may lead to a Consent for the pitch being issued to another applicant
- Amend condition 19 to make the intention of the condition clearer
- Addition of condition to confirm responsibilities in respect of disposal of waste and gas safety
- Addition of new conditions specific to ice cream traders
- Removal of the reference to 'street trading assistants' which is not always manageable for traders such as continental markets, and
- Amendment of the food hygiene condition to implement suggested refresher training timescales and an ability for officers to require further training if there are concerns about competence of an individual.

6 ADVICE RECEIVED FROM STATUTORY AND OTHER OFFICERS

Borough Solicitor

6.1 The legal implications are identified within the report.

Borough Treasurer

6.2 There are no significant financial implications arising from the recommendation in this report.

Equalities Impact Assessment

6.3 There are no implications arising from the recommendation in this report.

Strategic Risk Management Issues

6.4 There are no implications arising from the recommendation in this report.

7 CONSULTATION

Principal Groups Consulted

7.1 All holders of current street trading consents and general public.

Method of Consultation

7.2 Letters to all holders of current street trading consents and public notice in reception and on website.

Representations Received

7.3 No representations were received.

Background Papers

Local Government (Miscellaneous Provisions) Act 1982

Contact for further information

Laura Driscoll, Licensing Team Leader - 01344 352517

laura.driscoll@bracknell-forest.gov.uk

Doc Ref

G:\TSTANDRD\Licensing\Committee\2012\201210\Street Trading Consent Conditions.doc

Local Government (Miscellaneous Provisions) Act 1982

**BRACKNELL FOREST BOROUGH COUNCIL
STREET TRADING CONSENT - STANDARD CONDITIONS**

"The Council" means the Bracknell Forest Borough Council. **All communications are to be sent to the Director of Environment.**

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.

- 1 These "Standard Conditions" may be supplemented or varied by any "Special Conditions" relating to a particular location as issued with the Consent.
- 2 At all times the Consent Holder and/or any Assistant shall comply with all statutes, statutory instruments and byelaws currently in force.
- 3 On land other than the highway, the permission of the landowner and any necessary Planning Permission shall have been obtained. Confirmation of such shall be provided to the Council prior to the commencement of trading.
- 4 The type, colour 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 or similar is permitted without prior agreement, in writing, from the Council.
- 5 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. The Consent pitch may only be changed mid-term of any **rental** period with the agreement of the Council.
- 6 Whilst the granting of a Consent is specific to a particular location the Council reserves the right to vary the same at any time.
- 7 The hours of trading shall be only within the times specified on the Consent.
- 8 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).
- 9 A readily identifiable name shall be conspicuously displayed on the stall/vehicle.
- 10 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.
- 11 **At all times the Consent Holder and/or his 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 an individual ceases to trade.**

Unrestricted

- 12 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.
- 13 The Consent Holder shall have and maintain a valid insurance policy against public liability and third party risks. The minimum insurance cover shall be £1,000,000 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.
- 14 The Consent Holder may terminate the Consent by written notice to the Council. A refund of the fee will be payable on pro-rata basis calculated to the nearest full week but the Council shall be entitled to retain the first £50 of any fee to be returned to cover administration costs.
- 15 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 Holder's immediate family.
- 16 The fee for a Consent shall be paid in advance **and payments fall due on the first day of the month.**
- 17 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.
- 18 **No Assistant shall trade or assist the Consent Holder unless the necessary details and photographs have been submitted to the Council and authorisation obtained. Authorisation for additional or replacement Assistants shall be applied for prior to their commencing trading.**
- 19 The Consent Holder shall not place **any signs or any object within the designated** area for which the Consent Holder holds a Consent.
- 20 The Consent Holder, any Assistant or their business shall not be the cause of any nuisance or undue disturbance to any other user of the highway, or the occupier of any land or building.
- 21 The Consent Holder and/or any Assistant shall, on all occasions when carrying on business, **be strictly sober and conduct themselves in a proper and civil manner.**
- 22 The Consent Holder's stall/vehicle shall be kept in a clean, safe and well maintained condition.
- 23 No waste water or other waste material shall be discharged on to the highway or any adjacent property.
- 24 At least one refuse container shall be provided by the Consent Holder and placed on the pavement near to the stall/vehicle and be available for use by customers. A notice shall also be displayed requesting customers to deposit litter in a waste container.
- 25 The Consent Holder shall ensure that the immediate area in the vicinity of the stall/vehicle is kept clear at all times of all litter originating from their trade and from customers and in particular, shall leave the site clear of such refuse at the completion of trading.

Unrestricted

- 26 Adequate precautions shall be taken by the Consent Holder to prevent the risk of an outbreak of fire at the 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.
- 27 **The Consent Holder and every Assistant(s) of food stalls/vehicles shall have obtained a Basic Food Hygiene Certificate or have been trained to an equivalent standard to the satisfaction of the Council. The qualification certificate(s) shall be displayed in a prominent place on the stall/vehicle.**
- 28 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.
- 29 If a Consent Holder fails to comply with any of the "Standard Conditions" or "Special Conditions" attached to the Consent he/she will risk having the Consent revoked and being prosecuted.

Traders in the Bracknell town centre shall comply with the following additional conditions:

- 30 Prior to vehicles entering the town centre a vehicle entry permit shall be obtained and authorised by the Council and no other vehicle shall be used without the knowledge and consent of the Council. Entry to town centre for vehicles shall be in accordance with the permit conditions.
- 31 The Consent Holder shall accept responsibility for dealing with any claims arising out of the use of a vehicle in the town centre and shall report to the Council any damage to street furniture, paving slabs, etc.
- 32 Any towing vehicle shall only be parked in the town centre for the purposes of loading and unloading and shall be removed immediately such use has ended.
- 33 Unless otherwise agreed, a Consent Holder shall trade in the town centre for a minimum of four days a week.

Local Government (Miscellaneous Provisions) Act 1982

**BRACKNELL FOREST BOROUGH COUNCIL
STREET TRADING CONSENT - STANDARD CONDITIONS**

"The Council" means the Bracknell Forest Borough Council.

"Assistant" means any person working at the street trading vehicle, stall or trailer.

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.

- 1) These "Standard Conditions" may be supplemented or varied by any "Special Conditions" relating to a particular location as issued with the Consent.
- 2) At all times the Consent Holder and/or any Assistant shall comply with all statutes, statutory instruments and byelaws currently in force.
- 3) On land other than the highway, the permission of the landowner and any necessary Planning Permission shall have been obtained. Confirmation of such shall be provided to the Council prior to the commencement of trading.
- 4) The type, colour 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 or similar is permitted without prior agreement, in writing, from the Council.
- 5) 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. The Consent pitch may only be changed mid-term of any **Consent** period with the agreement of the Council.
- 6) Whilst the granting of a Consent is specific to a particular location, the Council reserves the right to vary the same at any time.
- 7) 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. **[moved from condition 12]**
- 8) The hours of trading shall be only within the times specified on the Consent.
- 9) 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).
- 10) A readily identifiable name shall be conspicuously displayed on the stall/vehicle.
- 11) 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 any officer of the Council or a Police Officer.

Unrestricted

- 12) The Consent Holder shall have and maintain a valid insurance policy against public liability and third party risks. The minimum insurance cover shall be £1,000,000 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.
- 13) The Consent Holder may terminate the Consent by written notice to the Council. A refund of the fee will be payable on pro-rata basis calculated to the nearest full week but the Council shall be entitled to retain the first £50 of any fee to be returned to cover administration costs. **No refunds are payable if a Consent is suspended or revoked.**
- 14) 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 Holder's immediate family.
- 15) The fee for a Consent shall be paid in advance. **Failure to renew the consent prior to the expiry date may lead to a Consent for the pitch being issued to another applicant.**
- 16) 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.
- 17) The Consent Holder shall not place any **advertising signs, boards or notices within the area** for which the Consent Holder holds a Consent.
- 18) The Consent Holder, any Assistant or their business shall not be the cause of any nuisance or undue disturbance to any other user of the highway, or the occupier of any land or building.
- 19) The Consent Holder and/or any Assistant shall, on all occasions when carrying on business, **conduct themselves in a civil and orderly manner.**
- 20) The Consent Holder's stall/vehicle shall be kept in a clean, safe and well maintained condition.
- 21) No waste water or other waste material shall be discharged on to the highway or any adjacent property.
- 22) At least one refuse container shall be provided by the Consent Holder and placed on the pavement near to the stall/vehicle and be available for use by customers. A notice shall also be displayed requesting customers to deposit litter in a waste container.
- 23) **The Consent Holder shall ensure that all waste produced, including waste oil, is disposed of in accordance with the Duty of Care under the Environmental Protection Act 1990. All waste must be disposed of via a Licensed Waste Carrier or direct to a Licensed Waste Disposal facility, and records must be retained for at least 2 years.**
- 24) The Consent Holder shall ensure that the immediate area in the vicinity of the stall/vehicle is kept clear at all times of all litter originating from their trade and from customers and in particular, shall leave the site clear of such refuse at the completion of trading.
- 25) Adequate precautions shall be taken by the Consent Holder to prevent the risk of an outbreak of fire at the 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.

- 26) **The Consent Holder shall ensure that all heat generating equipment is not operational during any vehicle movements, and the fuel supply to such equipment is switched off at the source. During movement, operation and storage all gas cylinders will be restrained in an upright position within a locked compartment which is ventilated at both high and low levels. The compartment will be clearly labelled "Extremely Flammable LPG" and will provide a minimum of 30 minute fire resistance.'**
- 27) **All persons handling food shall have a basic food hygiene certificate. It is recommended that refresher training is attended every 3 years. Where an officer authorised under the Food Safety Act 1990 is of the view that a staff member is demonstrating a level of knowledge or competence below the required level that person may be required to attend a basic food hygiene course. Failure to comply with this requirement within a reasonable period will result in a breach of this condition.**
- 28) 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.
- 29) If a Consent Holder fails to comply with any of the "Standard Conditions" or "Special Conditions" attached to the Consent he/she will risk having the Consent revoked and being prosecuted.

ICE CREAM VANS: SPECIAL CONDITIONS

- 30) **The vehicle shall not remain in the same position for a period longer than 30 minutes unless prior permission is obtained from the Head of Regulatory Services.**
- 31) **The vehicle must not stop or park so as to cause a dangerous obstruction in the road. The vehicle must at all times comply with any parking restrictions as specified at the location, in the Highway Code and within Road Traffic Regulations.**
- 32) **The vehicle must not stop or park near a school entrance between the hours of 8.00 and 9.00 or 14.30 and 16.00.**

TOWN CENTRE – SPECIAL CONDITIONS

- 33) Prior to vehicles entering the town centre a vehicle entry permit shall be obtained and authorised by the Council and no other vehicle shall be used without the knowledge and consent of the Council. Entry to town centre for vehicles shall be in accordance with the permit conditions.
- 34) The Consent Holder shall accept responsibility for dealing with any claims arising out of the use of a vehicle in the town centre and shall report to the Council any damage to street furniture, paving slabs, etc.
- 35) Any towing vehicle shall only be parked in the town centre for the purposes of loading and unloading and shall be removed immediately such use has ended.
- 36) Unless otherwise agreed, a Consent Holder shall trade in the town centre for a minimum of four days a week.