

## **ANNEX D: General Conditions for Annual Trading Consents**

This list is not exhaustive and other conditions may be added to the Street Trading Consent ('the consent') having regard to the particular circumstances

1. A copy of the consent bearing the name of the holder shall be displayed conspicuously on the unit/vehicle so that members of the public can clearly see it during hours of business. The original consent must be produced on demand to a Council Officer or Police Officer.
2. The consent holder should be the principal operator and have day to day control of the unit /vehicle and conduct their business in a professional manner and in a way that minimises risks to others. Any employee who operates the unit/vehicle other than the consent holder must be aware of the street trading conditions issued as part of the consent and ensure that they are complied with. Failure to do so may lead to the consent being revoked.
3. A consent cannot be transferred or sold to another person, unless that person is a member of the holder's immediate family in the event of the holder's death or incapacity on payment of a variation fee. The subletting of a pitch is prohibited.
4. The holder may terminate the consent by written notice to the Council. The Council will retain the Part 1 application fee administrative costs. Refunds will not be given for any outstanding period of less than 3 months, greater than 3 months refunds will be calculated on a pro-rata per calendar month basis.
5. No street trading shall take place except between the dates and times specified on the consent.
6. The consent relates only to the location specified on the consent and the holder shall ensure that the unit/vehicle is positioned only in the allocated space for which the consent is issued. All goods shall be displayed on the unit/vehicle and no freestanding racks or displays are permitted.
7. Consent holders shall ensure that disabled people and wheelchair users can be adequately served. This may involve serving persons from outside the vehicle.
8. The consent relates only to the unit/vehicle specified on the consent. Any significant changes to or replacement of the unit/vehicle must be approved by the Council and may incur a variation fee.
9. The consent holder's unit/vehicle shall be kept in a clean, safe and well-maintained condition and be of a presentable appearance.
10. The consent holder's vehicle shall be maintained in a roadworthy condition, taxed, insured and with a current MOT Certificate, (if applicable).
11. If a trailer (and not a motorised vehicle), is parked on the highway, it must be road worthy and be in a suitable condition to be moved at any time.
12. The unit/vehicles must not obstruct the safe passage of users of the footway/carriage way, including sightlines and vehicle movements must be carried out legally not present a risk to people and structures.

13. If a consent holder or operator/assistant is requested to move the unit/vehicle by an authorised Council Officer or Police Officer, they shall immediately comply with the request.
14. Consent holders shall have and maintain an insurance policy to the satisfaction of the Council and proof of cover must be produced on request.
15. The consent holder shall comply with all statutes, statutory instruments and byelaws currently in force. Holders must pay particular attention to the requirements of the Health & Safety at Work etc. Act, 1974, the Food Safety Act 1990 and all subsequent regulations including the Food Safety and Hygiene (England) Regulations 2013. Advice on these requirements is available from the Food and Safety Team.
16. All food businesses must be registered as a food business with the local authority where the unit/stall is kept overnight and be able to demonstrate registration, e.g. by written confirmation from the relevant local authority if outside Surrey Heath or by providing a copy of the latest inspection letter or report. Any changes in registration details must be notified to the relevant local authority.
17. Traders handling open high-risk food must have adequate hand washing facilities that include a supply of running water.
18. All handlers of open high risk should hold a current Level 2 Award in Food Safety in Catering accredited by a recognised training body or equivalent
19. All food businesses must achieve and maintain at least a Food Hygiene Rating of '3 – Generally Satisfactory'. The Rating must be displayed prominently on the stall/vehicle. Where a rating below 3 is obtained, the operator has 3 months to obtain a re-rating of 3 or above. If after 3 months an improvement to 3 or above rating has not occurred, then the business should immediately cease trading until satisfactory remedies have been put in place to the satisfaction of the Council.
20. Where participation in the Eat Out Eat Well- healthy eating scheme, formed part of the application submission, then the operator must ensure it continues to satisfy the requirements of the scheme for the duration for the consent has been issued.
21. The consent holder must take reasonable precautions to prevent the risk of fire.
22. Reasonable steps must be taken to ensure gas safety where gas appliances are in use. Appliances must be maintained and serviced as per manufacturer's instructions and appliances and systems must be checked for safety by a competent Gas Safe engineer qualified to inspect catering LPG appliances at least annually. Any faults or concerns must be appropriately investigated and made safe by a competent Gas Safe engineer before use.
23. All hot food vans/trailers are required to carry an appropriate first aid kit for the activities that are to be undertaken and have the means to contact the emergency services if necessary.
24. The consent holder shall not be the cause of any nuisance or disturbance to any other user of the highway, the occupier of any land or building or the Council. Consent holders shall have special regard to, and must take action to prevent, excessive noise and odour.

Generators in particular need to be properly sited, sound proofed and ventilated so as not to cause disturbance and traders must not use loudspeakers/play loud music.

25. The Environmental Protection Act 1990 places a duty of care on businesses to dispose of their trade waste in an appropriate manner. Trade waste must be stored appropriately and be disposed of by a licensed waste carrier. No water or waste material shall be discharged on to the highway or any adjacent property. Proof of waste transfers certificates must be made available to an authorised officer on request, and without undue delay.

26. The consent holder shall take reasonable steps to ensure that litter arising from their own trade is minimised as far as possible, for example by making a bin available for customers to use, and litter picking any litter from the site, associated with the business activity.

27. The street surface must be left in a clean condition after trading and the trader will be liable for any permanent damage/discoloration of the surface.

28. For food traders all packaging and utensils for use by customers shall be made of biodegradable or recyclable materials, with the items being recycled rather than entering mixed waste.

#### Additional Conditions Applicable to Special Events/Markets

1. All stalls to be issued with a number that must be displayed on the stall.
2. The consent holder should keep records of each stall holder present on the market, to include the stall holder's pitch number, name and company name, their address, vehicle registration, brief description of products offered and a contact telephone number. This must be produced on request to the Council.