

Local Government (Miscellaneous Provisions) Act 1982

Street Trading – Standard Conditions of Consent

Portfolio	Customer and Neighbourhood Services
Business Unit	Public Protection
Service Area	Licensing

1. Telford & Wrekin Council (“the Council”), pursuant to Section 3 of the Local Government (Miscellaneous Provisions) Act 1982 (“the Act”) has adopted Schedule 4 of the Act to control street trading in the district.
2. The Council has resolved that every street within Telford & Wrekin is to be designated as a Consent Street under the Act
3. A street trading Consent is issued by the Council subject to the following conditions, insofar as they do not conflict with or are amended by any specific conditions imposed on the grant of the Consent:-
 - (a) The Consent is valid for the period shown on the Consent
 - (b) The Applicant shall pay a fee to the Council in accordance with the approved list of fees.
 - (c) The Consent may be surrendered by the Applicant at any time, providing that the Council shall repay to the Applicant that part of the fee considered by the Council appropriate for the unexpired period of the licence.
 - (d) The Applicant must at all times while trading display in a prominent position the Consent issued by the Council.
 - (e) The Applicant shall not carry on his/her trade in such a way as to cause obstruction of any part of the street in which he/she is trading, or danger to persons using the street.
 - (f) The Applicant shall not carry on his/her trade in such a way as to cause a nuisance or annoyance to persons using the street or to occupiers in the vicinity.
 - (g) The Applicant shall not sell any type of food, goods or merchandise other than that specified in the Consent.
 - (h) The Applicant must comply with all relevant Food Safety Legislation and have in place a documented food safety management system to include a basic Food Hygiene (Level 2) Certificate. In addition, the applicant should have completed a Safer Food Better Business (SFBB) pack where applicable.
 - (i) The Applicant shall provide and maintain, where appropriate, adequate facilities for the collection of litter resulting from his/her trading and at the close of each trading day shall remove any litter resulting from his/her trading from the street. Proof of a Trade Waste Agreement should accompany the application. The Applicant shall be responsible for any damage to the highway or otherwise resulting from the trading activity.

- (j) The Applicant shall make such provision as is necessary to prevent the deposit in any street of solid or liquid refuse occurring from the trading activity and shall not discharge any waste water to the street surface or to the surface water drains.
- (k) The Applicant shall not use any television, tape recorder or other device for the reproduction of sound while trading without the express permission of the Council.
- (l) The Applicant shall not trade outside the times and days permitted by the Consent
- (m) The Applicant shall not trade in any location other than the location permitted by the Consent
- (n) The Consent does not permit sale or display of goods within 50 metres of an established commercial premises or within 100 metres of another street trader dealing in the same commodities, during the opening hours of such commercial premises or other trader unless otherwise agreed in writing.
- (o) The Consent does not permit the sale or display for sale of goods within 250 metres of any school, college or child nursery.
- (p) Where refuse or recycling is generated storage must be provided to the street trading area. The storage must be of a substantial construction, waterproof and animal proof. The refuse or recycling must be removed to an approved disposal area at the end of each working day, or, if the amount of refuse warrants it, when the means of the refuse storage is full, whichever is the sooner.

Advisory

Disposal or recycling of the material collected should be arranged via a private trade waste agreement between the street trader and a private licensed waste provider. The Council's kerbside refuse or recycling service and the Household Recycling Centres can not be used for the disposal of commercial and/or trade waste.

- (q) Any vehicle, stall or container used by the Applicant in the course of street trading shall be constructed and maintained to the satisfaction of the Council and shall comply with legislation in force at the time or any relevant British Standard.
- (r) The use and storage of liquid petroleum gas shall comply with the Code of Practice or requirements of the Fire Officer.
- (s) The Consent shall not operate for any other purpose than to permit the Applicant to trade in a Consent street in accordance with the conditions imposed. The Applicant must ensure that he/she has obtained any other approval or registration required under any other statutory provisions relevant to his/her trade.

- (t) The Applicant must be 18 years of age or over and shall be responsible at all times for control of the stall. All persons assisting on the stall shall be 18 years of age or over.
 - (u) The Consent is personal to the Applicant and shall not be assigned or transferred to any other person or company.
 - (v) The Applicant or his employee must move his vehicle/stall or vacate the site immediately upon the instruction of a Police Officer or Authorised Officer of the Council.
 - (w) The Applicant 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 the request.
 - (x) Trailers/Food Stalls must have suitable wash hand facilities, (such as running hot & cold water, bowls, soap and provision of paper towels) where applicable
 - (y) Trailers/Food Stalls must have a temperature probe to ensure the correct temperatures are maintained where applicable.
4. Nothing herein contained shall prejudice the rights, powers, duties and obligations of the Council or any other enforcing authority under any public or private statutes, orders, regulations or byelaws.
 5. Nothing contained in these conditions shall relieve or excuse the Applicant or his/her employee or agent from any legal duty or liability and the Applicant shall indemnify the Council in respect of all claims, actions, demands or costs arising from trading.
 6. The conditions attached to the Consent may be varied by the Council at any time.
 7. Any breach of these conditions may lead to the Consent being suspended or revoked.
 8. In these conditions “the Consent” means a Consent issued under Section 3 of and Schedule 4 to the Local Government (Miscellaneous Provisions) Act 1982.