

BIRMINGHAM CITY COUNCIL
MARKETS SERVICE

STREET TRADING CONDITIONS

These Conditions are intended to assist in the operational effectiveness of Street Trading, to ensure equity in relationship to the traders and to support the City Council's intention to provide a high quality service.

All Street Trading Consent Holders shall comply with these Conditions. Where applicable, employees shall also comply with these Conditions.

In these conditions, the following terms have the meaning hereby assigned:

'Council'	means Birmingham City Council
'Division'	means the Council's Regulation and Enforcement Division
Street Trading	the selling or exposing or offering for sale any article (including a living thing) in a street
Street	a) any road, footway, beach or other area to which the public have access without payment; and b) a service area as defined in section 329 of the Highways Act 1980
'Consent Holder'	means a Street Trader who has been granted a Consent by the Department to trade on the street
'Consent'	means a Consent granted by the Department in respect of street trading
'Employee'	means a person working for a Street Trading Consent Holder
'Authorised Officer'	an Officer employed by Birmingham City Council and authorised by the Head of Licensing in accordance with the provisions of the Local Government (Miscellaneous Provisions) Act 1982
'Senior Officer'	means the an Operational Manager within the Division
'Serious Misconduct'	Includes, but is not limited to any of the following: Sexist, racist, foul or abusive language Acts of dishonesty Acts of indecency Any act causing or likely to be dangerous or cause personal injury to a person

General Conditions

Consent Details

1. A copy of the consent must be displayed prominently on the unit at the street trading site and the trader or his employees shall produce it whenever required by any Police Officer, Market Officer or other person authorised by the Council.
2. The consent holder shall not trade outside the time and days permitted by the consent and trading shall only take place from the agreed specified trading unit.
3. The consent holder shall not trade within the consent area other than at the location permitted by the consent.
4. The consent holder shall trade in compliance with the consent and must not digress e.g. affixing barriers or advertising etc. that has not been specified in the consent.
5. The consent holder will comply with all statutory orders, regulations or bye laws made and for the time being in force.
6. The consent holder and their employees shall comply with all statutory requirements and statutory instruments including without limitation the Control of Substances Hazardous to Health Regulations 2002 and the Health and Safety at Work Act 1974 in relation to the sale of goods or provision of services from their unit.
7. The goods, articles or things, the sale of which is authorised by this consent, are strictly limited to those specified, unless written approval to amend has been given by Birmingham City Council.
8. The trading unit must be of the size and design approved by the Council and/or specified in the consent. Written approval to change the specified sales unit must be obtained from Birmingham City Council.
9. The consent holder shall not at any time lend, or purport to transfer or assign this licence to, or permit it to be used, by any other person except that he/she may employ any other approved person to assist him/her in trading without a further consent being required. Birmingham City Council must be notified of all employees/persons authorised to assist prior to them working.
10. All consent holders and their employees shall register their names and current addresses with the Division in accordance with the requirements outlined on the Division's application form, and give written notice to the Division immediately of any changes in such details.
11. All consent holders shall ensure that all their employees comply fully with the Conditions as disciplinary action may be taken against any consent holder or their employees for any breaches of the Conditions. Consent holders are under a duty to bring the Conditions to the attention of their employees.
12. The consent holder may employ another person to 'assist' with trading but shall be expected to be in attendance at the site regularly in order to remain in control of trading for the majority of trading hours.

13. The consent may be revoked by the council at any time for non-compliance with conditions or any other reasonable cause, or surrendered by the consent holder at any time.
14. Nothing in these conditions shall excuse the consent holder from any legal duty or liability and the consent holder shall indemnify the council in respect of all claims, actions or demands arising from the consent except where due to the Council's own negligence.
15. The consent holder shall at all times maintain a valid third party public liability insurance policy to the value of £5,000,000 and shall produce a valid certificate of insurance at any time.
16. The consent holder and any employees must notify the Council in writing within 48 hours of any change of address, any changes, police investigations and/or convictions or cautions which arise during the terms of the consent. The Council reserves the right to suspend a consent with immediate effect pending a review of the consent by the Head of Licensing or another senior authorised officer should any criminal matter serious enough that there are concerns for public safety.
17. The fees for the consent must be paid on or before the due date for payment as specified by the Council.
18. Should the trader wish to surrender their consent, they must do so formally in writing, returning their consent. Failure to do so will result in consent fees remaining payable.
19. Notwithstanding the details of a consent, when a pitch becomes temporarily unsuitable for any reason, the consent holder will agree to relocate to an alternative street trading pitch for the period of the temporary restriction.

General Conduct

20. The consent holder must not sell or leave any articles/goods outside of the agreed trading dimensions of the trading unit. No goods shall be hung from canopies or be placed on the ground.
21. The consent holder shall not trade in such a way that is likely to cause obstruction of any part of any street or public place.
22. The consent holder shall not trade in such a way that is likely to cause an injury to any person using the street or place.
23. The consent holder shall not trade in such a way that is likely to cause damage to any property in the street or place.
24. The consent holder shall not trade in such a way that is likely to cause a nuisance or annoyance to persons using the street or public place, or to occupiers of premises in the vicinity.
25. The consent holder shall be clean in his person and shall not exhibit insobriety, incivility, improper language or other misconduct.

26. Serious misconduct will result in an immediate suspension of the consent to enable a review to take place by the Head of Licensing or other senior authorised officer potentially leading to revocation.
27. If requested to move for any reason the consent holder shall comply the reasonable instructions of any authorised Birmingham City Council Officer or West Midlands Police Officer.
28. The consent holder must ensure that all consent fees are paid in advance by one of the methods stipulated by the Council on the invoice.
29. The consent holder agrees to abide by the disciplinary procedure as approved by the Division.
30. Where more than one mobile ice cream trader has been granted a mobile street trading consent to trade in the same street, then any such ice cream trader on entering a street where an ice cream trader is already trading shall immediately leave that street without trading in it.

Protection of Young People

31. Street trading will not normally be authorised within 50 metres of any entrance or exit to a school or nursery. (The distance from the entrance to a school or nursery may be extended where issues of public safety are raised during the consultation of the application).
32. No child aged 16 or below shall be engaged in or employed to undertake any street trading under a consent issued by the Council.

Noise Nuisance

33. The consent holder shall not use any device for the reproduction or amplification of sound; or any device or instrument to attract vendors to the stall/vehicle/trailer by sound. Ice cream vans may use a chime only in accordance with the Code of Practice on Noise from Ice Cream Van Chimes etc. 1982.

Vehicle/Unit Compliance

34. Any vehicle/unit/trailer used by the consent holder in the course of trading shall be constructed and maintained to the satisfaction of all reasonable requirements of the Council and as stipulated by the consent and design brief. A high standard of presentation and appearance will be expected to be maintained.
35. Any replacement or new units must be approved by the Council prior to being purchased or its building being commissioned.
36. The unit will comply in all respects with any legal requirements relating to the activity proposed
37. The unit shall be of a high quality design, with robust construction and materials that the daily removal will not result in the rapid deterioration in appearance of the unit.

38. The quality and appearance of the unit must be maintained at the standard approved in the original consent.
39. The unit will be of a mobile type and must be removed daily after trading has ceased unless authorised by the Division. It must not cause damage to the street or endanger persons using the street.

Health & Safety

40. The use and storage of LPG will comply with the requirements of the Health and Safety at Work etc. Act 1974 and any Fire Authority requirements.
41. Where any LPG or electricity is used then suitable fire extinguishers must be provided and maintained in a satisfactory condition.
42. The consent holder will not be permitted to erect additional awnings, tents or other structures at the site without permission.
43. The consent holder shall be responsible for any damage to the highway resulting from the trading activity.
44. The consent holder shall not keep or store explosive materials and inflammable liquids on their trading units, other than gas cylinders in compliance with current legislation.
45. The consent holder shall comply with all Traffic Regulation Orders and ensure that vehicles used in respect of their stalls are moved from the trading site immediately they are unloaded or at the request of any authorised Officer.

Advertisements / Signage

46. Advertisements must not be placed outside the perimeter of the trading site or affixed to any street furniture - e.g. lamp posts, road signs, fences, bollards.
47. Advertising should only relate to goods offered for sale on that pitch.
48. Illumination of advertisements on the outside of the unit not permitted.
49. The use of 'A' boards and any other display board/structures are prohibited.

Waste Management

50. The consent holders shall provide and maintain adequate refuse receptacles for litter and shall remove all litter in the trading vicinity; suitable arrangements must be in place for the disposal of commercial waste.
51. The consent holder must prevent the deposit in any street of solid or liquid refuse and shall not discharge any water (except as may be necessary for cleansing) to the street surface or to the surface water drains. The surrounding area shall be kept clean and tidy including the necessary washing of street surfaces.

Additional Requirements for Food Operations

52. When street trading includes the provision of food, the Food Business Operator must ensure that any trading unit is sited, designed, constructed and kept clean and maintained in good repair and condition as to avoid the risk of contamination, in particular by animals and pests. Any food handler must keep a high degree of personal cleanliness, shall wear suitable protective clothing and have received suitable hygiene training. In addition the Food Business Operator shall ensure that:-
- a) appropriate facilities are available to maintain adequate personal hygiene (including facilities for the hygienic washing and drying of hands, hygienic sanitary arrangements and changing facilities)
 - b) surfaces in contact with food are to be in a sound condition and be easy to clean and, where necessary, to disinfect. This will require the use of smooth, washable, corrosion-resistant and non toxic materials, unless the food business can satisfy the Authorised Officer that other materials used are appropriate.
 - c) adequate provision is to be made for the cleaning and, where necessary, disinfecting, of working utensils and equipment
 - d) an adequate supply of hot and/or cold potable water to be available
 - e) where foodstuffs are cleaned as part of the business operation, adequate provision is to be made for this to be undertaken hygienically
 - f) adequate arrangements and/or facilities for the hygienic storage and disposal of hazardous and/or inedible substances and waste (whether liquid or solid) are to be available
 - g) adequate facilities and/or arrangements for maintaining and monitoring suitable food temperature conditions are to be available
 - h) foodstuffs are to be so placed as to avoid the risk of contamination so far as is reasonably practicable
53. Furthermore, the consent holder must put in place, implement and maintain a permanent procedure based on the HACCP principles.
54. The consent holder must maintain a Food Hygiene Rating Scheme score of 4 or 5. The hygiene rating must be displayed prominently on the stall, trailer, or vehicle.

PLEASE NOTE:

Failure to comply with these conditions may result in enforcement action, leading to this street trading consent being revoked or an application to renew being refused.

The council reserve the right to amend these standard conditions at any time.

The Council may attach any further reasonable conditions to this consent which it appears appropriate to meet particular circumstances.

This consent and any associated documents must be surrendered to the Council if the consent holder wishes to cease trading.

Any person who engages in street trading in a designated consent street unless authorised by the Council under the provisions of Schedule 4, Local Government (Miscellaneous Provisions) Act 1982 commits an offence and is liable, on conviction, to a fine not exceeding £1000 per offence i.e. for each day of trading without consent.