

SHEFFIELD CITY COUNCIL

LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982

Standard Street Trading Consent Conditions

AUTHORISATION

1. The consent is only valid for the person named and is not transferable.
2. This consent enables the holder to trade in Sheffield from the area designated and between those times detailed in this consent only (if any).
3. The consent holder shall at all times have a copy of this consent available for inspection on request to any Police Officer or duly Authorised Officer of the Council.
4. A certificate will be issued along with the consent which must be clearly displayed on the vehicle or stall in a position that is clearly visible to customers and members of the public.
5. The consent holder shall only trade from the size and type of vehicle / stall / trailer specified in this consent.
6. The consent holder shall not use or permit anyone to use this consent to trade from anywhere other than the site detailed within this consent.
7. The consent holder shall ensure that a current price list of articles being sold is always prominently displayed on the vehicle or stall.
8. There shall be no alteration in the design / construction / appearance of the vehicle or stall without the written permission of the Council having been obtained.
9. There shall be no change in the range of articles sold without the written permission of the Council having been obtained.
10. The consent holder shall at all times have available for inspection an up to date and valid Certificate of Insurance (Vehicle and Public Liability) – the level of Public Liability Cover shall be a minimum of £2,000,000.
11. The Council reserve the right, should the need arise from time to time, to direct that the consent holder shall not trade:
 - from the whole or any part of the site;
 - during certain times from the site;
 - and move to an alternative site for a small length of time;and the consent holder shall comply with that instruction.
12. In the event that the Council give a direction to cease trading from the whole of the site, the City Council shall deduct from the next fee instalment due, a sum proportional to the trading time lost. For the purposes of this calculation it shall be deemed that trading takes place on 7 days a week.

13. This consent will expire on the date given on the face of this consent, and the Council are under no obligation to renew such consent.
14. Consent holders shall notify the Council in writing of any permanent change of address as soon as it occurs. You must provide proof of your new address with your notification (i.e. utility bill, bank statement, etc.)
15. Consent holders shall ensure that disabled people and wheelchair users can be adequately served.

CONDUCT

16. Consent holders and any assistants employed by them shall ensure the public and Council officers are treated fairly and with courtesy. Traders shall ensure that their staff are competent, courteous and helpful.
17. Consent holders will not obstruct Authorised Officers of the Council or Police Officers at any time and will always be polite and courteous.

AREA

18. Any consent issued by the Licensing Service does not permit the holder to trade within "The City Centre Boundary" unless specifically stated.
19. Any consent issued for a street trader does not permit the holder to trade within 800 meter radius of any school in the Sheffield boundary unless authorised to do so.
20. Any consent issued for a mobile street trader does not permit the holder to trade within an 800 metre radius of the Sheffield Arena, Don Valley Stadium, Sheffield Wednesday and Sheffield United Stadiums on any event / match day (see plan for radius) for four hours previous, during and one hour after any event.

ASSISTANTS

21. The consent holder will only employ persons that are suitably qualified in food hygiene to assist him (unless trading in non food articles / goods).
22. The consent holder shall not permit any person under the age of 17 to engage in Street Trading.
23. The consent holder shall ensure that any person who is working on the vehicle, stall or designated area has obtained the relevant authorisation and is wearing the identity badge issued to them by the Council (this includes the consent holder and any other person who is assisting the consent holder in trading).
24. The consent holder shall ensure that any person who is working on the vehicle has a right to work in the UK and has made appropriate checks.

25. The consent holder shall ensure that the Council (Licensing Service) are informed immediately of any new assistants that are employed to work at the vehicle, stall or unit.
26. The consent holder shall supply a copy of these street trading conditions to every assistant employed by him and ensure they are fully aware of their responsibilities.

FOOD HYGIENE

27. The consent holder shall at all times observe proper food safety and hygiene standards and shall make appropriate use of any equipment provided for this purpose.
28. The applicant shall comply with all statutory requirements regarding food hygiene. The applicable legislation is:

FOOD HYGIENE (ENGLAND) REGULATIONS 2006 FOOD REGULATIONS (EC) 852/ 2004.

29. In accordance with the food hygiene legislation the applicant must provide proof to the Council that the business/mobile food unit is currently registered with the food authority in which the stall, handcart, barrow or mobile food unit is currently stored.
30. The applicant together with all other persons employed in food handling activities are required to attend a food hygiene course commensurate with the food handling activities.
31. Food traders must meet a minimum of 3 in their food hygiene rating score.
32. The applicant must display their food hygiene rating score visibly to customers.

LEGAL PROVISIONS

33. Nothing contained in these conditions shall relieve or excuse the consent holder or their employees or agents from any legal duty or liability and at all times the consent holder shall comply with the relevant legislation in force.

GENERAL

34. The consent holder shall take all reasonable steps to ensure public safety; in particular, any vehicle or trailer used to assist in street trading shall be maintained in a safe condition and be tested / serviced annually.
35. The consent holder shall ensure that no waste liquids (including grease) of any description are deposited on to the site, highway or into rainwater gullies / drains serving the site. All liquids must be removed from the site and disposed of in a proper manner.
36. The consent holder shall take all reasonable steps to;
 - Prevent accumulation of litter dirt, and / or grease in or close to the site;
 - Remove and properly dispose of any such litter, etc which does accumulate.

See www.netregs.gov.uk or contact Environmental Protection on 0114 2037411 for more information on Trade Waste Disposal.

37. No freestanding advertisements such as 'A' boards or signs attached to street furniture will be permitted.
38. The consent holder shall comply with any reasonable request and / or instruction given to him / her by a Police Officer or duly Authorised Officer of the Council.
39. The consent holder shall not use or permit to be used any electrical or electronic equipment (for example, televisions or radio receivers) in such a manner as to cause a disturbance and or nuisance.
40. The consent holder shall not obstruct the highway / footpath in which the site is situated or cause danger to persons using the highway / footpath.
41. The consent holder shall not cause nuisance or annoyance whether to persons using the street or otherwise.
42. The consent holder shall be responsible for and reimburse the Council in respect of any damage he / she causes to the highway / footpath or any fittings or fixtures on it.
43. The consent holder shall at all times obey all road traffic regulations in force in the consent area.
44. The consent holder and/or assistant must notify the Council immediately of any convictions or proceedings arising out of the use or enjoyment of the Consent, or from any other offence committed.

PLEASE NOTE, for the purposes of these conditions the "Council" shall be defined as the Licensing Service.

I confirm I have read and understood the conditions attached to my consent and will undertake to comply with all conditions:

Signed:.....

Print name:.....Dated:.....