

## **Street Trading Conditions**

**(for the former Oswestry Borough Council area)**

It is an offence to trade without the consent of the Council in such a street, or in breach of the Conditions below. The maximum fine for such an offence is £1,000.

A street trading consent ("the consent") is issued by the Council subject to the following general conditions, insofar as they do not conflict with or are amended by any specific conditions imposed on an individual consent. The consent is valid for the period (not exceeding 12 months) shown on the official trading consent.

The consent may be revoked by the Council at any time for breach of any condition or for any other cause or surrendered by the consent holder at any time. In the latter event the Council shall repay to the applicant that part of the consent fee considered by the Council appropriate for the unexpired period of the consent, less an amount as deemed appropriate for administrative expenses.

### **1. Consent Conditions**

- 1.1 The consent holder must at all times whilst trading display in a conspicuous position:-
  - i) The consent permit card issued with the consent, and
  - ii) Name and consent number.
- 1.2 The consent holder shall not carry on his trade in such a way as to cause an unreasonable obstruction of any of the street in which he is trading or danger to persons using the street.
- 1.3 The consent holder shall not carry on his trade in such a way as to cause a nuisance or annoyance to persons using the street or to occupiers in the vicinity.
- 1.4 The consent holder shall not sell any type of food, goods or merchandise other than as specified in the consent.
- 1.5 The consent holder shall provide and maintain adequate refuse receptacles for litter resulting from his trading and shall forthwith throughout the times or periods of trading remove all litter resulting from his trading from the street and ensure that the surrounding area is kept clean and tidy.

- 1.6 The consent holder shall make such provision as in the opinion of the Director of Environmental Services is necessary to prevent the deposit in any street of solid or liquid refuse and shall not discharge any waste water, oil or other matter to the street surface verges or to the surface water drains.
- 1.7 The consent holder shall not trade outside the location and the times and days permitted by the consent. Persistent breach of this condition without valid reason may result in the revocation of the consent.
- 1.8 Any vehicle, stall or container used by the consent holder in the course of consent street trading shall be constructed and maintained to the satisfaction of the Director of Environmental Services as to its safety, colour, appearance, hygiene standards and display of advertisements
- 1.9 The use of storage of liquefied petroleum gas and petrol shall comply with the approved code of practice and requirements of the Fire Officer. Installation and maintenance shall be carried out by a competent person within the meaning of the Gas Safety (Installation and Use) Regulations 1994.
  - 1.9.1 Flammable materials, including petrol and diesel, shall not be stored under or in proximity to vehicles or stalls.
  - 1.9.2 Suitable and sufficient fire fighting appliances shall be supplied and maintained on the site or vehicle to the satisfaction of the Director of Community Services and Assistant Chief Executive and the Shropshire Fire and Rescue Service.
  - 1.9.3 The quantity of full and empty LPG gas cylinders kept on the site shall be kept to an absolute minimum and shall be sited in accordance with relevant Health and Safety Executive guidance.
  - 1.9.4 All cylinders shall be effectively secured to prevent them falling onto persons using the lay-by site or street.
- 1.10 The consent does not operate as a consent for any other purpose than to permit the consent holder to trade in a consent street in accordance with the conditions imposed. The consent holder shall not trade without any other consent, approval or registration required under any other statutory provisions relevant to his trade.
- 1.11 The consent holder must be eighteen years of age or over and when he is not in sole control of the stall, those assisting or in charge of the stall shall be persons suitable in the opinion of the Director of Community Services and Assistant Chief Executive.
- 1.12 The consent is personal to the consent holder and shall not be assigned or transferred to any other person or company.
- 1.13 The consent holder or his employee shall move his vehicle/stall or vacate the site immediately upon the instruction of an authorised officer of the Council, a Police

Officer, a Fire Officer or an authorised officer of the Highways Agency or Highway Authority.

- 1.14 For the avoidance of doubt, nothing herein contained shall prejudice the right, powers, duties and obligations of the Council or any other enforcing authority under public or private statutes, orders, regulations or bye-laws.
- 1.15 The consent holder shall produce his consent if so required to do by a Police Officer, an authorised officer of the Council, an authorised officer of the Highway Authority or Highways Agency within a period of 48 hours from the request being made and shall obey directions given by any such officer.
- 1.16 The consent holder shall at all times maintain a valid third party public liability insurance to the satisfaction of the Director of Community Services and Assistant Chief Executive and shall produce a valid certificate of such insurance at any time upon demand.
- 1.17 Nothing contained in these conditions shall relieve or excuse the consent holder or his employee or agent from any legal duty or liability and the consent holder shall indemnify the Council in respect of all claims, actions, demands or costs arising from the consent.
- 1.18 All electrical installations shall comply with the Electricity at Work Regulations 1989. Works of installation and maintenance shall be carried out by a competent person within the meaning of the Regulations.
- 1.19 The consent holder shall, if so requested by the Director of Community Services and Assistant Chief Executive, arrange a test of any electrical or gas installation by a competent person and shall submit a certificate of test to the Council.
- 1.20 Any generator and associated fuel store shall be so sited and constructed that fuel and oil does not leak onto the highway, verge, or pollute any surface water or foul drainage system.
- 1.21 The consent holder shall not operate a generator or other plant or equipment if it gives or is, in the opinion of the Director of Community Services and Assistant Chief Executive, likely to give rise to nuisance to other persons or premises and shall immediately comply with any direction of the Director of Community Service and Assistant Chief Executive to mitigate or abate such nuisance.
- 1.22 These conditions may be varied by the Council at any time
- 1.23 The opinion of the Director of Community Services and Assistant Chief Executive as to the compliance or otherwise with any condition in this section 3 below shall be final and conclusive.

1.24 The maximum trading area shall not exceed 3\* sq. metres, and not trading stand or vehicle shall be erected or sited without the prior approval of the Director of Community Services and Assistant Chief Executive.

## **2. Additional Consent Conditions for “A” Roads**

2.1 Floodlighting, fairy lights or similar forms of illumination of the site are not permitted. Any other lighting provided shall be so positioned or controlled so as not to cause glare or annoyance to traffic on the highway or to neighbouring property.

2.2 Advance advertisement, by the placing of signs, whether attached to a vehicle or any description or otherwise, is not permitted.

2.3 Advertisements on the site shall be subject to the approval of the Director of Community Services and Assistant Chief Executive, the Highways Agency and their Agents.

2.4 In the interests of public safety, no outside eating facilities, such as tables, chairs, etc. shall be provided on the site.

2.5 The consent holder shall maintain separate additional sanitary accommodation including suitable closet and wash hand basin having supplies of hot and cold water or a suitable bactericidal agent for the use of customers only and ensure that such accommodation is only accessible from outside the unit.

2.6 The consent holder shall make available adequate sanitary accommodation including closet and wash hand basin with hot and cold water for the use of food handlers only.

2.7 The consent holder shall prohibit smoking inside the unit

2.8 The consent holder shall ensure that all vehicles, including trailers and caravans the subject of the consent left in or on the public highway, lay-by or adjacent verges comply fully with all relevant Road Traffic Act and Vehicle Construction and Use Regulations.

2.9 Vehicles of any description, including caravans, trailers etc. which are the subject of or are ancillary to the trading consent, shall be kept in such a condition as to enable them to be capable of being towed off the site immediately.

For the avoidance of any doubt, any vehicle which requires alterations or operations, other than one or more of the following, shall not be regarded as complying with this condition;

- Winding up or the raising of corner stays
- Unplugging of generator connection
- Disconnection of gas supply
- Closing of any canopies or trading windows

- Removal of any steps
- Securing of internal contents
- Hitching to a suitable towing vehicle and connection to the towing vehicles lighting system

The decision of the Director of Community Services and Assistant Chief Executive shall be final as to whether or not the vehicle complies with this condition.

- 2.10 The main activity shall be the sale of food and drink other than alcohol
- 2.11 The vehicle shall not be sited in a lay-by by adjoining the highway in such a position that in the opinion of the Director of Community Services and Assistant Chief Executive any danger to other highway users or customers would be likely to arise. No vehicles or projections from vehicles, such as canopies, opening windows etc., shall restrict visibility or obstruct the path of vehicles entering or leaving the lay-by or on the highway.
- 2.11.1 Where no internal seating facilities are provided for the use of customers, any trading window shall be positioned so that it is parallel to and facing the nearside verge or pavement (if any) of the lay-by in which it is situated in order that customers do not have their backs towards the traffic on the adjacent highway itself.
- 2.12 A trader shall remove his vehicle, trailer or caravan from the approved site immediately upon the expiry of his trading consent.
- 2.13 No vehicle, trailer or caravan on a consent site shall be left on the site for a period in excess of 48 hours if trading is not taking place.
- 2.14 Any vehicle trailer or caravan in contravention of Conditions 2.12 or 2.13 may be treated as an abandoned vehicle/object under the provisions of the Refuse Disposal (Amenity) Act 1978, and the Road Traffic Regulation Act 1984, and the Removal and Disposal of Vehicles Regulations 1986, and may be removed by the Council for retention or destruction. The consent holder shall pay all costs incurred by the Council in carrying out such action. Impounded vehicles and equipment will not be released until all outstanding costs have been paid by the consent holder and may in default of payment be sold by the Council.