

Conditions Attached to a Static Street Trading Consent



Wigan
Council

APPENDIX 1

In these conditions,

"The Council" means Wigan Borough Council;

"You" means the holder of the consent to trade;

"Your Assistant" means any person or persons who assists the holder of a consent to trade whilst trading under that consent and who has been notified to and approved by the Council.

Conditions imposed on a consent to trade:

- 1) You shall display the Street Trading Consent issued by the Council in a position where it can be clearly seen and read by a member of the public when you or your assistant are street trading.
- 2) You shall ensure that the identification badge issued by the Council shall be worn by (1) you and (2) your assistant (if any) in a position where it can be clearly seen by a member of the public.
- 3) If you or your assistant moves home or registered office, you shall write to the Council giving details of the new home address or new address of the registered office within seven days of moving.
- 4) If you or your assistant are convicted of any offence(s), given a formal caution(s) for any offence or have any fixed penalty notice(s) imposed, you shall write to the Council giving full details of the offence(s), caution(s) or fixed penalty notice(s) within seven days of the imposition of the offence(s), caution(s) or fixed penalty notice(s).

- 5) If there is any change in any of the circumstances on which the consent was granted, you shall write to the Council giving details of the change within seven days of it taking place.
- 6) You shall not trade under this consent unless you are registered in accordance with the Regulation (EC) 852/2004 which relates to food hygiene (where appropriate).
- 7) You shall not cause any avoidable nuisance which affects any member of the general public or their right to the peaceful enjoyment of their homes or businesses in the vicinity of the trading site.
- 8) You shall, where applicable at all times when trading comply with all "Codes of Practice" relating to noise in particular the "Codes of Practice on Noise from Ice Cream Vans Chimes etc. 1982".
- 9) You shall provide sufficient and suitable waste containers to enable customers to dispose of any litter generated by the business carried out under the consent.
- 10) You shall ensure that the area surrounding the consent site is kept free of litter, waste food, food spillage and grease staining originating from the business by the following means:
 - (a) Cleaning the area as often as is necessary and at the end of each day.
 - (b) Removing from the site at the end of trading on each day, all litter contained in the waste containers provided and collected from the area of the site and dispose of it in a lawful manner.
- 11) You shall not place any table, chair or similar item on any highway.
- 12) You shall not display any signs, posters or similar other than those approved by the Council in writing.
- 13) No animal shall be present on any stall or vehicle.
- 14) No goods other than those set out in the application for the consent shall be sold.

- 15) You shall obtain insurance in the sum of £2,000,000 to insure against thirdparty liability claims and to indemnify the Council against all claims, actions, demands and expenses arising in respect of the grant of this consent and shall produce evidence of that insurance on demand to the Council.
- 16) You shall ensure that, where applicable, you have the written permission of the landholder from whose land you are trading before you trade.
- 17) You shall not trade at any location other than that specified in the consent.
- 18) You shall not trade at any time or on any day other than those times and days specified in the consent.

In addition to these conditions, the Council may also impose conditions which are specific to individual consents to trade.