

Steet trading consent - standard conditions

1. The Trader is permitted to operate from a stationary vehicle, van, cart, barrow or stall in the position indicated in the consent. In the event of this position being unavailable for any reason beyond the control of the City Council the position may be relocated at the Licensing Manager's discretion to another nearby area, or the consent may be suspended at the Licensing Manager's discretion upon giving a reasonable period of notice, such period to be determined by the Licensing Manager's whose decision shall be final.
2. The Trader shall pay to the Portsmouth City Council the appropriate fee for the grant or renewal of a Street Trading Consent. The consent will be revoked if the Trader fails to pay fees due by instalments.
3. The Trader shall comply with any special conditions, standard conditions or guidelines for the time being in force.
4. The Trader shall at all times, whilst trading, provide a suitable receptacle for rubbish and litter and remove the rubbish and litter from the site at the end of each day's trading. Any litter or food waste originating from the business and deposited on the highway by customers shall be collected by the Trader.
5. The Trader shall operate in a manner which causes no avoidable nuisance to the City Council or to the general public. The Trader will not be permitted to use loud speakers, radios or any amplified sound.
6. The Trader shall not exhibit on the site any advertising signs, posters or such like except as may be approved by the Licensing Manager.
7. No animal shall be present on any stall or vehicle.
8. The Trader shall comply with all relevant statutes, regulations and byelaws for the time being in force.
9. The Trader shall comply with all requirements regarding the Food Safety (General Food Hygiene) Regulations 1995.
All traders (food) shall give details of the appropriate registration authority having regard to the Food Premises (Registration) Regulations 1991.
10. The Trader shall allow access by the Licensing Manager or representatives at all times to enable the Council Officers to ensure that the terms of the consent are being carried out to their satisfaction.
11. The Trader shall display prominently his name and address which shall be plainly visible to the public.

12. The Trader shall provide insurance in the sum of £5,000,000 to insure against third party liability claims and to indemnify the City Council against all claims, liabilities, actions, demands and expenses arising in respect of the grant or renewal of this consent. The Trader shall provide on demand for inspection by the City Council the insurance certificate and evidence of full payment of the premium.
13. The Trader is not permitted to hold any Auction Sale.
14. The Trader shall use a vehicle which is approved by the City Council and shall trade solely from that vehicle. No tables, chairs, or similar articles shall be placed outside the vehicle whatsoever unless previously authorised.
15. The Trader shall comply with all reasonable requirements of the Licensing Manager, or any other authorised officer of the City Council or Police Officer.
16. No child under the age of 17 shall be employed in the trading.
17. The consent is personal to the applicant and is not transferable to any other person, Firm or Company.
18. The Trader shall, when trading, have the consent issued by the Council available for inspection by Officers of the Council or the Police.
19. The Trader or his employees are expressly forbidden to sell, display or wear any article which is or is intended to be offensive either in writing or pictures. The Licensing Manager's decision is final and should be consulted if doubt exists on whether article/material could be considered offensive.
20. The Trader shall reimburse the Council's costs in repairing all damage caused by the Trader's occupation and use of the approved site.
21. The Trader shall agree that the City Council shall be entitled to terminate the consent forthwith if there is any contravention of any of the terms contained herein.
22. The City Council may withdraw this consent at any time and will give four weeks' notice of withdrawal unless earlier withdrawal is appropriate due to a breach of any of the Conditions.
23. Except in the case of Condition 1 any reference in these conditions to the Trader shall include reference to any person employed by or assisting the Trader.
24. The Trader shall maintain his facility in a good condition, to the satisfaction of the City Council.
25. The Trader shall remove his facility at the end of each day's trading.

26. The Trader shall not bring motor vehicles into any precinct areas in connection with the setting up or taking down of his facility between the hours of 9.30 am and 4.30 pm.

27. Vehicular access to the precinct shall be obtained via the lockable bollards which shall be replaced and locked immediately upon entering and leaving the precinct.

NOTE: This consent is given pursuant to the powers given to the City Council under statute and is not a lease or a tenancy and gives no interest in land to the Trader.

- “Licensing Manager” in this consent means any officer of the Licensing Section of the City Council.
- “Trader” means the person(s) to whom the consent has been granted or renewed and includes any other persons employed or assisting the principal Trader.
- “Police Officer” means any Police Officer of Hampshire Constabulary.

The Council may, at any time, vary, substitute or modify the conditions as shown above.

Contact information

Legal, Licensing & Registrars

Tel: 023 9283 4748