

**LONDON BOROUGH OF TOWER HAMLETS
STANDARD STREET TRADING LICENCE CONDITIONS (2018)**

**REGULATION MADE BY THE LONDON BOROUGH OF TOWER HAMLETS PURSUANT TO SECTION 27(3)
OF THE LONDON LOCAL AUTHORITIES ACT 1990 (AS AMENDED) PRESCRIBING STANDARD
CONDITIONS TO STREET TRADING AND STREET TRADING LICENSES**

1. DEFINITIONS

In these conditions, unless the context requires otherwise, the following expressions shall have the meanings ascribed to them below:-

1.1 **'the Act'** means Part III of the London Local Authorities Act 1990, as amended by **relevant** legislation or any other later amendments.

1.2 **'advertisement'** means any word, letter, model, sign, placard, board, notice, whether illuminated or not, in the nature and employed wholly or partly for the purposes of advertisement, announcement or direction and includes any hoarding or similar structure or any balloon used, or adapted for use for the display of advertisements and references to the display of advertisements shall be constructed accordingly.

1.3 **'assistant'** means a person acting under the direction of, with the implied authority of or to the benefit of a licence holder to assist him/her about his/her business as a licence holder, whether or not employed by him/her and irrespective of whether they receive any payment or reward. This includes any person directed solely or otherwise in the transportation and erection of the stall and/or the loading and unloading of stock and whose details have been provided to the Council as a registered assistant.

1.4 **'awning'** means a sheet of material and/or any means of support, which projects as an extension of the roof beyond the main structure of the stall.

1.5 **'casual licence holder'** means a licence holder who is operating under a temporary licence.

1.6 **'Child'** means a child who has not reached school leaving age.

1.7 **'Consent'** means the consent of the Council in writing

1.8 **'Days'** means calendar days

1.9 **'Enforcement sanction'** includes, but is not restricted to, prosecution, licence suspension, revocation, variation of licence conditions, imposition of further conditions, civil recovery action, injunction or a combination of these as considered appropriate.

1.10 **'Food'** means all perishable food that are stored, prepared, displayed or sold whether wrapped or not and includes fresh vegetables and fruit, canned, dried foods, and packaged foods with a long shelf life and any substance or product, whether processed, partially processed or unprocessed which is intended to be or reasonably expected to be ingested by humans. This includes drink and water.

1.11 **'Goods'** means any article, thing or service, whether tangible or not, offered for sale or exposed, displayed or advertised at the licence holder's pitch.

1.12 **'ID card'** means an identity card produced by the Markets Service for use by permanent licence holders, casual licence holders and registered assistants, which contains a photograph, name and any other relevant details that we may specify. We reserve the right to charge a reasonable fee for the production of such cards.

1.13 **'Licence card'** means the card supplied to the licence holder by The Market Service on which all the information we require is indicated, along with the current address and telephone number of the Markets Service.

1.14 **'Licence holder'** means the individual who is the recipient of a valid street trading licence (whether permanent or temporary) that we have issued under the Act or, in certain circumstances, a registered assistant acting on their behalf in accordance with these conditions.

1.15 **'Market Area'** means any pavement, road or path that is within a designated market area or a road including any loading bays that are adjacent to any street where a market is in operation

1.16 **'Permanent licence'** means a street trading licence granted under the Act, for which a fee may be charged and valid for the period specified therein, being not less than six months and not more than three years.

1.17 **'Persistent'** or **'persistently'** means a continuing act or omission or three or more instances whether for a consecutive period or otherwise which is in contravention of any of the licence conditions within any twelve month period.

1.18 **'Pitch'** means the authorised area allocated by us and identified on the licence holder's licence or stall card or by any other means as a place where they may trade, including any temporary alternative area that may be designated.

1.19 **'pitch charge'** means the fee charged by The Market Service for use of the pitch to which the licence holder has been allocated in order to trade.

1.20 **'pitch limits'** means the authorised ground markings or other points of reference defining an area within which a stall is to be contained.

1.21 **'Pitch location'** means the street in which and the position or place in any such street at which the licence holder may sell or offer or expose for sale, goods, articles or things.

1.22 **'Premises'** means any shop, house, block of flats or other permanent structure immediately adjacent to the licence holder's pitch.

1.23 **'Receptacle'** means a vehicle or any basket, bag, box, vessel, stand, stall, easel, board, table, tray or thing which is used in connection with street trading (whether or not constructed or adapted for such use) as a container for or for the display of any goods, article, thing or equipment used in the provision of any such service.

1.24 **'Refuse'** means waste material of any description which has been generated in the course of a licence holder's business activity, including fruit and vegetable waste, cardboard, paper, small plastic items and other perishable or non-perishable waste.

1.25 **'Special conditions'** means any such conditions as are deemed reasonable by us to apply or not to apply to any street trading licence in addition to the standard conditions.

1.26 **'Stall'** means any structure approved by us that is used by a street licence holder for the display of goods or in connection with their business and which occupies a licensed street trading pitch, including all goods to be offered for sale and any additional structure, equipment or receptacle used as part of the stall or business.

1.27 **'Standard conditions'** means those matters set out in section 27 of the Act, together with the conditions contained herein.

1.28 **'Street trading'** has, subject to some exceptions or exemptions, the meaning given to it in the Act, namely the selling, exposing or offering for sale of any article (including a living thing) or the supplying or offering to supply any service in a street for gain or reward or the purchasing of or offering to purchase any ticket.

1.29 **'Suspension'** means the exercise of the power to enforce the temporary cessation of trading activities from a stall holder, his/her assistant (from using the pitch area) as may be attached by the Markets Service as a further licence condition or a variation of a current licence in any individual case where it appears reasonable in all the circumstances.

1.30 **'Temporary licence'** means a licence granted under the Act, for which a fee may be charged and valid for a single day or for such period as may be specified in the licence (not exceeding six months). **The temporary licence cannot take the benefit of any of the rights of permanent licence holders referred to expressly or by implication**

1.31 **'Trading day'** means the time between the hour at which street trading is permitted to commence and the time at which street trading must cease, including the time specified for licence holders and their assistants to set up, dismantle and remove their goods, stalls and other receptacles.

1.32 **'Us' 'our' and 'we'** means the London Borough of Tower Hamlets and its Markets Service.

2. GENERAL CONDITIONS

2.1 References to 'licence holder' refers to both permanent and temporary licence holders unless specified otherwise. Any conditions or regulations which apply only to one category of licence holder will be clearly identified.

2.2 A licence holder shall at all times comply with these conditions. A person who contravenes any of the conditions of a street trading licence may be guilty of an offence and/or subject to appropriate enforcement sanction in accordance with our enforcement policy. Any contravention of conditions by an assistant shall be regarded as having been committed by the licence holder.

2.3 We may vary the conditions of a licence or attach special conditions in accordance with statutory provisions. We may at any time attach such further conditions to a licence as appear to us be reasonable in any individual case. The licence holder may make an application at variation time (every three Months) for the variation of the licence. In the event of conflict between these standard conditions and any special conditions attached to the licence, the latter will prevail.

2.4 If a licence holder wishes any of the conditions of his/her licence to be varied, representation must be made in writing to the Market Service us in accordance with the statutory requirements. Any subsequent grant, consent, approval, authorisation or agreement from us must be obtained in writing before it will be deemed to be valid

2.5 Where in these regulations there is reference to our consent or agreement, this consent or agreement may be given on such terms or conditions and subject to such restrictions as we might reasonably specify, any variation shall not take effect until the consent of the Council has been received in writing by the licence holder.

2.6 The business activities of the licence holder shall comply with and be conducted in a manner that conforms with all relevant legislation enforced by the local authority or other agencies. Particular attention is drawn to general health and safety, food safety, trading standards, fire prevention, highways regulation. Licence holders must also comply with appropriate local requirements and bye-laws. Failure to comply with this condition will result in enforcement action being taken and does not preclude separate sanctions being applied to the licence holder or their assistants for any breach committed.

3. LICENCE

3.1 The licence is merely consent to trade under the Act. It does not constitute any other approval or consent that licence holders might need under bye-laws, regulations or other enactments, such as planning, highways or water supplier consents. Responsibility for ensuring that appropriate approval or consents are obtained or adhered to rests with the licence holder/applicant.

3.2 The licence is also for the sole use and benefit of the licence holder and whilst it provides permission to trade and bestows trading rights, it does not confer ownership of the allocated pitch. Licence holders must therefore not assign their licence to anyone else, employ a manager in their place or otherwise sublet any part of their stall. If we have evidence that this condition has been breached, then the licence holder and other persons trading or assisting on the stall **may be subject to enforcement sanction, including revocation of licence**

3.3 A licence holder may at any time surrender their licence to us. This must be done by way of written cancellation. Cancellations can only take effect from the date received in the Markets Office. The effective date of surrender will not be earlier than the receipt of the written application and card. All outstanding fees and charges, up to and including the day of surrender, must have been paid.

3.4 On the death or retirement due to age and/or ill health of a licence holder, we may issue a licence to a nominated relative to trade from the pitch shown in that licence in accordance with the succession rights granted in the Act. As currently defined, an individual shall be treated as related to another if the latter is the wife, husband, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister of the former and shall be deemed to be so related notwithstanding that they are so related only through illegitimacy or in consequence of an adoption. We may also at our discretion and subject to appropriate documentary evidence include other individuals connected to the licence holder, limited to the following persons namely civil partner or 'common-law' spouse or partner. Succession will only be permitted if there are no arrears of charges payable. Only one successor can be nominated at any one time.

3.5 In the event that a permanent licence is granted to a successor in accordance with paragraph above the Markets Service may attach such further conditions as appear to be reasonable in any individual case

3.6 During the trading day, a licence holder must produce his/her stall card or ID card immediately if asked to do so by an authorised officer of the council.

3.7 Any applicant for a licence to sell foodstuffs must at the time of application present to the Council evidence that all staff who will work at the stall have completed an approved course of food hygiene training dated not more than three years prior to the date of application. All traders wishing to sell foodstuffs must provide proof of being a registered food business with the appropriate authority for the area in which their business is based.

3.8 The trader shall trade only from the position/ pitch which is indicated on the licence. The Licence is for the sole use of the person named in the licence, it specifies the location and position, commodities, day and times that the licence holder may trade and the licence itself is not be tampered with or altered in any way and is to be shown on demand.

3.9 The licence holder must inform the Council in writing of any change of address within 7 days providing documentary proof of residency at this address such as a copy of utility bill or tenancy agreement.

3.10 To exercise their licence, licence holders must be present in person during the setting up of the receptacle and on its closure, and for at least 60% of trading time.

3.11 The times set out in the Appendix of Set Up being the before which time setting up is not to take place, Market Open being the earliest start of trading, Trading Ends being the time that trading ceases, and Final Clear being the time a licence holder's receptacle, equipment, stock and vehicle are to be clear of the market are all to be adhered to.

3.12 If a permanent licence holder or registered assistant is not present within 1 hour of the commencement of the prescribed trading hours then his/her right to trade on that day is lost, unless written permission to set up late from the Council has been granted.

3.13 The trading area shall not exceed the dimensions specified on the licence and any pitch limits marked on the ground or otherwise identified on the licence during trading hours, except during immediate re-stocking. NO goods, boxes, containers, displays, waste or any other article shall be placed outside the perimeter or within the immediate vicinity of the pitch limits except during immediate re-stocking and shall not at any time cover or obstruct any fire hydrant or public utilities access point or pedestrian access to bus stops or crossings, or the free flow of open traffic lanes

4. TRADING

4.1 Permanent licence holders must trade in person at their pitch for a major proportion of the trading day. This is currently defined as 60% of the trading day (see condition 3.10). At all other times, the stall may only be operated by an assistant who is registered with the Markets Service.

4.2 The calculation of 60% attendance will be made using the method that we consider most appropriate for each market and will be based upon specific attendance monitoring over a trading period of at least 2 months. We reserve the right to vary the monitoring method used subject to our giving reasonable notice. The level of monitoring carried out shall be at our discretion.

4.3 Temporary pitches, additional pitches, and pitch moves (in markets where this is permitted) will be allocated by Market Officers from the Market Office or other location notified. Traders who set up on pitches without prior permission or move without prior permission from the duty Market Officer/s will be in breach of this condition.

4.4 Temporary licence holders must [subject to reasonable time for meal and toilet breaks] trade in person at all times throughout the trading day.

4.5 All licensed temporary traders to whom a specific pitch has not been pre allocated shall report to the Market Officer or authorised officer before commencement of trading for the purpose of pitch allocation. Pitches are allocated in order of priority using the agreed priority lists at the discretion of the Market Officer/authorised officer whose decision is final and non-negotiable.

4.6 The Council reserves the right to issue licenses to traders who offer commodities that will enhance the viability of the market before any other trader or applicant.

4.7 The Council reserves the right to withdraw the licence of any temporary licensee without notice and without any reason having been given in writing. A temporary trader shall cease trading when requested to do so by an authorised officer of the Council or police officer. Following the withdrawal of the licence the council will supply the trader the reasons for the withdrawal of the licence in writing.

4.8 No trading may take place on the stall of a permanent licence holder unless that person or one of his/her registered assistants is present. (In the event that this requirement is not complied with we may impose any enforcement sanction that we deem appropriate.

4.9 All licence holders (whether permanent or temporary) and their assistants are required to possess an ID card supplied by us, which they must either wear in a visible manner or be able to produce immediately upon request by an authorised officer of the council during the trading day. Failure to do so will be considered as a breach of these conditions.

5. PERSONAL DETAILS

5.1 If there are any changes in the following details registered with us namely:- the address at which they live or store their stall and/or goods, mobile and landline telephone numbers where applicable, the registration number of any or additional vehicle they use in connection for street trading purposes within the borough of Tower Hamlets, the licence holder must notify the Market Service in writing of such change within 7 days of such change occurring.

5.2 Licence holders are required to provide us with satisfactory evidence that they are eligible to work in the UK, this must be a valid National Insurance (NI) number, a valid UK passport (or overseas passport with work permit) or a letter from the Home Office. Any licence holder who cannot prove that they have the right to work legally in the UK when challenged by an authorised officer will be prevented from trading until such point as this information can be provided. Such action does not preclude further measures from being taken by other agencies.

5.3 An annual audit of market traders/registered assistants documentation in relation to 5.1 and 5.2, if licence holders fail to notify the Council of any changes to personal details this will be deemed a breach of the Standard Licence Conditions.

5.4 Permanent traders using a vehicle for market purposes must provide the Market Service with the vehicle registration document and advise the Market Service within 7 days with proof of any change of vehicle.

6. ASSISTANTS

6.1 Licence holders must register each of their assistants when they first apply for a street trading licence and also inform the Market Service of any change of assistant or recruitment of an additional assistant within 7 days. A maximum of three assistants can be registered in one calendar year unless prior approval has been sought by the Market Service. If the number of registered assistants is likely to exceed three in any one calendar year, prior approval must be sought from the Market Service before the fourth or more assistants can be registered.

6.2 A registered assistant can only be registered to a maximum of two permanent traders during a twelve month period.

6.3 A full registration providing the details as set out below must be submitted to the Market Service by the licence holder in respect of each and every assistant to be employed by the licence holder:

- Written details of the assistant's full name, address, date of birth, mobile and landline phone number, where applicable.
- Two identical and up-to-date full face photographs of the assistant.
- The assistant's valid NI number, copy of a valid UK passport (or overseas passport with work permit) and/or other satisfactory evidence that they are eligible to work in the UK, such as a letter from the Home Office.
- Proof that they are covered by both Public liability and where applicable, Employer liability, insurances
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- Proof of payment of the appropriate fee
- Any other information that we may reasonably require or consider relevant.

6.4 Any assistant whose registration has expired and who is not in the process of completing full registration will be regarded as unregistered. The use of unregistered assistants by a licence holder is a breach of licence conditions.

6.5 Licence holders must supervise any assistant that they employ. If their assistant breaches **any** of the conditions of the street trading licence, then the licence holder **will be liable** for the breach and enforcement sanction may follow as a result. This may be in addition to any action taken against the assistant.

6.6 When a person ceases to be their assistant, the licence holder must notify the Market Service of that fact within seven calendar days and the assistant will be required to surrender their ID card, if any has been issued.

6.7 No new assistant will be registered to a permanent trader if he/she has arrears of charges

6.8 - Registered assistants cannot hold a permanent licence

7. INSURANCE

7.1 Licence holders are at all times obliged to maintain insurance cover through a recognised insurer in relation to:

- Third-party public liability, with a minimum level of £5 million or such other limit as we may reasonably specify.

7.2 All licence holders must provide the Market Service with sight of originals of applicable insurance certificate at the time their licence is granted and whenever they make any changes to the policy. They must also provide originals of all renewals no later than seven days before the previous certificate expires. We reserve the right to make further copies or contact the insurance company at any point if we deem it necessary to do so.

7.3 Licence holders are prohibited from trading at any time unless they have valid insurance cover and contravention of this condition will result in appropriate enforcement sanction being applied. In the event of a query regarding insurance, or as part of routine checking, a market officer may request sight of any relevant documentation and/or the licence holder may be required to produce such documentation at the offices of the Markets Service. Failure to produce insurance certificates within a 7 days when requested by an authorised officer of the Council will lead to temporary suspension from trading until the certificate is produced and the Council is satisfied with the level of cover.

8. FEES AND CHARGES

8.1 Trading charges for temporary licence holders are levied through a system of vouchers. Each voucher entitles the holder to trade for one day only on the day specified (as different fees apply). Such traders must purchase their vouchers prior to commencement of the day on which they wish to trade. Vouchers are held by the Markets Service. On the trading day a one day temporary licence is issued by the market officer. Temporary Traders are liable for payment either by voucher or electronically prior to trading, failure to make advance payment is a breach of conditions

8.2 Trading charges for permanent licence holders comprise two elements, namely:

- A fee for the street trading licence which is valid for the period specified by the council, usually not less than three years.
- A fee for the use of the pitch to which the licence holder has been allocated in order to trade.

8.3 All permanent licence holders must pay the licence fee in full within 14 days of being so required. A licence holder must pay the Council's administrative and any other costs reasonably incurred in collecting any arrears of fees and charges.

8.4 Unless otherwise specifically required (e.g. by licence variation or special licence condition), pitch charges are paid in equal four weekly instalments. We reserve the right to vary this general requirement with reasonable notice of not less than 3 months.

8.5 Outstanding pitch charges of four weeks or more are considered to be significant arrears. If a licence holder is in significant arrears, then (without prejudice to revocation or non-renewal of the licence) we may employ any reasonable lawful measures that we deem necessary to deal with the matter. This may include, but is not restricted to, attaching further conditions to or varying the licence conditions as we consider appropriate.

8.6 Any licence holder who fails to clear their outstanding debt and/or persistently falls into significant arrears (with or without proposals to revoke being made) is considered to have breached their licence conditions. We therefore reserve the right to undertake further enforcement sanction regardless of whether the debt is discharged in the meantime. This may include attaching further conditions to or varying the licence conditions as we consider appropriate.

8.7 The council reserves the right to commence proceedings in the County Court to recover all arrears. This is without prejudice to any other enforcement sanction that has been or may be taken by us.

8.8 Licence holders are also required to pay additional charges reasonably demanded by us for actions like damage to council-owned street furniture, the production of excessive refuse, damage/staining to pavements/blocked drains through discharge of liquid within fourteen days of us

demanding payment from them. This is without prejudice to any enforcement sanction that has been or may be taken by us or any other agency.

8.9 If they fail to pay these other charges, then we reserve the right to apply a further charge added to the next monthly trading charge. A charge may also be made for all reasonable administrative costs incurred by the council in the recovery of arrears, taking enforcement sanction or for additional late payments.

8.10 Permanent and temporary traders are required to use an electronic payment method acceptable to the Market Service and use a self-service on-line traders portal to make transactions with the Council, this includes making on-line advance payments for invoices and temporary trading and booking pitches. Debit or credit card payments can be made at the Markets office. In the event that payment is by credit card an additional fee as notified may be levied. Cheques submitted to the Market Service will be accepted in exceptional circumstances only.

8.11 Permanent traders who have arrears of charges will not be allocated any additional pitches on any given day until such time arrears are cleared.

9. CONDUCT AND BEHAVIOUR

9.1 Tower Hamlets Council will not tolerate abuse or intimidation of any sort. Licence holders are required to ensure that they and their assistants are at all times competent, courteous and helpful, treating the public, other licence holders, the Market Service and any other council staff or staff from other agencies fairly and reasonably.

9.2 Licence holders or their assistants must not commit any acts of harassment (whether based on race, gender, sexual orientation, age, disability, religious belief or other) against any person, including council staff and their own employees. Harassment is considered to include, but is not limited to:

- Violence or threats of violence towards any person.
- Abusive or insulting words and/or behaviour towards any person.
- Damage or threats of damage to property belonging to another person.
- Writing threatening, abusive or insulting graffiti.
- Refusal, **without reasonable cause**, to serve or permit access to a stall, licensed site, premises or services.
- Any act or omission calculated to interfere with the peace or comfort of any person, to inconvenience such person or otherwise considered to bring the markets into disrepute.

9.3 Licence holders and their assistants must co-operate in allowing us, other staff and contractors employed by the council or representatives from other agencies to carry out their duties, which includes complying with any reasonable request or instruction. Such requests may include the production of documents such as those related to food registration where applicable.

9.4 Any complaints **deemed by by the Market Service** to be of a serious nature against a licence holder and/or their assistant by members of the public, other licence holders, council staff or relevant third parties may be regarded as grounds for preventing/suspending them from trading until the matter is resolved, or could lead to a revocation/refusal to renew a licence. The offering of bribes or inducements **to Officers** will also be deemed to be a breach of conditions and those responsible may be subject to further enforcement sanction, including prosecution.

9.5 Any allegations made by licence holders or their assistants against members of the public, other licence holders or council staff will always be fully investigated. However, if such allegations are found to be without factual basis and were made in a frivolous or malicious and/or disingenuous manner, then the suitability of the individual responsible for the allegation to hold a street trading licence (whether permanent or temporary) or be a registered assistant may be called into question.

9.6 In order to protect our community, any **existing** licence holder or assistant who is convicted, cautioned, arrested, warned or admits to the commission of any offence relating to drugs, dishonesty,

public order, weapons or bladed articles, sexual offences, non-fatal offences against the person, consumer related offences (including safety, counterfeit, copyright, pricing and food hygiene) or the unlicensed sale and supply of alcohol **will have their licence reviewed to consider their continued suitability to trade or remain as a registered assistant.** In addition, licence holders and their assistants are strictly prohibited from trading whilst under the influence of alcohol or illegal substances.

9.7 Licence holders and assistants must also comply with all relevant national and local legislation relating to money laundering and fraud. Any transactions considered suspicious will be reported by us to the appropriate authorities.

10. ABSENCE

This section applies to permanent licence holders only.

10.1 In any cases of sickness/pregnancy where a licence holder is unable to occupy their pitch, they should notify the Market Service on the first day of absence, specifying the reasons and the likely length of absence if possible. During the period of absence, a registered assistant is permitted to trade on behalf of the licence holder or, if they do not employ an assistant, we may temporarily allocate the pitch to a temporary licence holder

10.2 If the licence holder wishes to have their licence fees waived, then the licence holder is required to provide the Market Service with a medical certificate no later than fourteen days after the first day that they were unable to trade and pay the required deposit fee. Further certificates must be submitted if necessary in order to cover the whole period of absence. The licence holder must meet the cost of obtaining any certificate[s].

10.3 After twelve weeks of continuous absence due to medically certified sickness and subject to there being no significant arrears in charges payable, we may exercise our discretion if requested to do so by a licence holder and allow a registered assistant to act on behalf of a licence holder. This does not confer on the named registered assistant any claim over the pitch or associated rights following the return of the permanent licence holder and must be surrendered at this point if they wish to continue acting as a registered assistant. Such arrangements will be kept under review. In the event that no medical certificates are forthcoming we may take steps to revoke the licence.

10.4 We will review the suitability of the absent licence holder to continue to hold a permanent street trading licence after six months of continuous absence and every six months thereafter. If it becomes the case that they are unable to return in person and attend their stall to the full extent required by their licence, then they shall be given the opportunity to surrender it and apply for a temporary licence or retire on ill-health grounds, in the absence of a successor being nominated in accordance with 3.4 above. This condition will also apply where sickness exceeds six months aggregate within any 12 month period. This is without prejudice to our taking steps to revoke the licence on the grounds that the licence holder is an individual who has without reasonable excuse personally failed fully to avail himself of his/her licence.

10.5 Licence holders are required to give written notice forty-eight hours in advance for holidays of a duration which is less than two weeks. For extended leave exceeding two weeks, the licence holder must obtain written permission from the Market Service and ensure that all outstanding fees and charges have been paid. During their absence, a registered assistant will be allowed to trade on their behalf or, if they do not employ an assistant, we may allocate the pitch to a temporary licence holder.

10.6 Licence holders that take unauthorised leave may be subject to enforcement actions including revocation of street trading licence. The licence holder is required to pay all street trading charges regardless of sickness or holiday absence.

10.7 A licence holder who is an expectant mother shall be permitted to deposit her licence with the Market Service for up to six months or such alternative period as may be specified by law. If she employs a registered assistant, then on application by the licence holder we will allow a named registered assistant to act on her behalf. This does not confer on the assistant any claim over the pitch or associated rights following the return of the permanent licence holder. It remains the

responsibility of the licence holder to pay all trading charges. If the licence holder has no registered assistant then whilst consideration may be given to wholly or partially waiving charges for the period of absence, we may propose that on their return, the licence holder will be allocated a pitch different to that which they previously occupied.

10.8 All other requests for extended leave, on the grounds of paternity leave, religious purposes, carers leave or similar, will be considered on an individual basis to ensure that a fair and reasonable decision is made in every case. Our decision shall be final. Please note, all street trading charges are payable during licensees absence.

10.9 The licence holder is required to pay all trading charges regardless of sickness or holiday absence unless steps have been taken in compliance with 10.2 and 10.8 above. The licence holder is required to pay all street trading charges, once the period of absence specified in 10.4 and 10.8 have been exceeded, in cases of absence for medical certified sickness or pregnancy, the Market Service may on written application by the licence holder, consider granting a subsequent waiver or part waiver on their return, or on retirement due to ill health. This will only be considered if the licence holder has no arrears of charges at the commencement of the absence. On application for a subsequent waiver of fees on grounds of sickness or ill health the licence holder must include a medical certificate. If the licence holder has no registered assistant then whilst consideration may be given to wholly or partially waiving charges for the period of absence, we may also propose that on their return, the licence holder will be allocated a pitch different to that which they previously occupied.

11. TRADING TIMES

11.1 Trading may only take place on the days and times permitted in the street trading licence. Pitch charges must be paid whether or not the licence holder has traded.

11.2 All licence holders must ensure that their stock and stall are in place and contained within the pitch limits and any vehicle connected with them or their stall has been removed, so that they are ready to trade by the time specified on the licence.

11.3 No vehicles associated with either the licence holder or his/her stall should be brought onto or left in the market area as in the attached schedule.

11.4 Licence holders remain responsible for their vehicle at all times. The licence does not confer any permission or right to park a vehicle within the trading area. Vehicles must abide by parking regulations including, but not limited to, loading and unloading, parking correctly in appropriate bays and properly displaying any required permit and clear identification of market trader and pitch designation.

11.5 On each trading day, licence holders must ensure that all of their stall/receptacle, stock and any vehicles have been removed from the markets by the hours specified in the attached schedule, to allow the cleansing process to commence. Removal shall be to a place of storage off the public highway. Any receptacle, goods or similar item left on the market or adjacent street after this time may be removed by the Council and taken to a place of storage, the costs of which we may seek to recover from the licence holder or licence holders responsible. Failure to pay any costs or charges for the removal within 28 days of their being demanded will result in the disposal of the barrow, stall, receptacle or vehicle, possibly without further notice.

11.6 None of the above conditions constitute permission for the licence holder to contravene the terms of any parking/loading restriction or order that applies to the street in question.

11.7 If a licence holder is unable to attend their pitch on a particular day or will be late arriving, they should inform the Market Service by telephone before 9AM. If they fail to do so, then the pitch may be allocated to a temporary licence holder. In such circumstances, no refund of the pitch charges shall be given.

12. STOCK/TRADING PRACTICES

12.1 Only those commodities or goods specified on the licence may be sold from the licence street trading pitch and traders shall be limited to the group of commodities listed on the licence. The Council reserves the right to allow more than one trader to sell the same commodity as another trader or shop in the market in that area. The Council's decision as to commodities sold and the numbers and positions of traders in the various commodity groups is final.

12.2 Licence holders and their assistants must at all times adhere to our commodity framework, the aim of which is to regulate the types of goods sold at the markets in order to promote a safe, healthy and inclusive environment for both licence holders and their customers. Goods are to comply with the requirements of current consumer safety and/or copyright/trade/Olympic brand protection legislation; they are to be fit for purpose and of satisfactory quality (as described), and an advisory notice in writing provided where the goods are seconds, soiled, damaged or Catalogue Returns.

12.3 The sale of second hand goods is prohibited, except in the Brick Lane market area upholstered furniture, bicycles, baby and nursery products and toys is prohibited; and where the sale of bric-a-brac is confined to locations previously identified by the Council for that purpose.

12.4 All goods are to be clearly priced and where sold by weight or number the unit of quantity is to be clearly stated. Licence holders offering a service shall make clear the nature and cost of that service.

12.5 All weighing scales and indications of price are to be in clear and unobstructed view of the customer.

12.6 The sale of goods deemed by the Council to be offensive, dangerous or pornographic, or that is believed to be counterfeit, or that can release a projectile or can be modified to that end, is prohibited.

12.7 At their stall, permanent and temporary licence holders must not sell, offer for sale, advertise, display or expose any goods other than those specified in their licence. If they wish to change the commodities specified in their licence, then they must make written representation to the Market Service at the specified variation periods. If a licence permits the sale of more than one commodity and it appears to the Markets Service that the license holder has not consistently displayed for sale a particular named commodity, that commodity may be removed from the licence. In this context, 'consistently displayed' means that the commodity concerned has been displayed for sale on every trading day at which the license holder has presented themselves for street trading purposes within three consecutive months and that it appears to us to comprise at least 25% of their displayed stock. Exceptions will be made for seasonal commodities.

12.8 We may, subject to human rights considerations, prohibit the sale of certain lawful goods as not being appropriate for street trading or because they are not consistent with Council policy or national policy. Licence holders will be given reasonable notice if this is proposed. Any such prohibition may either be general in nature or be subject to restrictions (e.g. apply only to new licence holders).

12.9 Licence holders shall not mislead the public about their legal rights, either orally or by displaying signs e.g. 'no goods exchanged' or 'no refunds given'. Any signage intended for this purpose must be approved by the Markets Service before it is permitted to be used.

12.10 Ignorance of the law is not a defence. All licence holders and their assistants must familiarise themselves with and adhere to such legislation relating to their goods, commodities or service. Licence holders are encouraged to seek further advice from the Markets Service if they are unclear about their obligations.

12.11 We will take action to stop any practice that we consider misleading, inappropriate, contrary to the interests or statutory rights of customers, or which is likely to give the market a bad reputation and may also refer the matter to the appropriate agency for investigation and action.

12.12 The use of radios or other audio equipment is only permitted if the level of sound is deemed acceptable by the Council.

12.13 The licence holder is not permitted to use a louder speaker or any other voice amplification device for the purposes of advertising, trade or business. The Control of Pollution Act 1974 S.62 makes it an offence to use a 'loud speaker' for any purpose between 21:00 hours and 08:00 hours in 'the street', and at any other time for advertising any event, trade or business.

12.14 No nuisance is to be caused by noise, smell or fumes

13. STALL/RECEPTACLE

13.1 Licence holder's stalls and receptacles and the area they occupy must not exceed any dimensions specified to that stated in the licence and/or the ground markings of the pitch/es allocated, the height will not exceed 3.05 metres (10 feet) measured from the ground. Any receptacle must be approved by the Market Services before use, following advice from the appropriate health and safety bodies. All food units must additionally be approved by the relevant Environmental Health Service/Market Services and meet any other standards that we might reasonably specify. Food registration requirements must be complied with. Any damages to receptacles maybe chargeable to the licensee.

13.2 All stalls/gazebos shall be of an approved type and shall be kept in clean condition and good repair. A stall shall be repaired or repainted within one month of a written request from the Council and shall be repainted in an approved colour once every two years.

13.3 Licence holders are required to ensure that the goods they sell and those which are connected with their stall and any article or receptacle used for storing or displaying them are kept within the pitch limits at all times, except during immediate restocking. They must also ensure that no food is displayed or stored below a reasonable height, currently 45.5cm (eighteen inches) from ground level.

13.4 No fitting or accessory may be attached to the stall that is likely to cause damage to the carriageway, footway or street furniture. Any licence holder who contravenes this condition will be required to compensate the Council for the costs of repair.

13.5 Licence holders and their assistants are required to comply with all current health and safety legislation. For example, they must make sure that any awning, sheet, cover, screen, clip, tie or other construction or means of support is secured in such a manner that it does not cause a hazard or nuisance to any person. The pitch area is also to be kept free of trip hazards, for example not covered in cardboard sheeting or similar, with the exception of approved ground sheeting whilst gangways must be clear of obstruction at all times. We reserve the right to suspend trading on the grounds of obstruction to the highway, health and safety concerns or for similar reasons.

13.6 Licence holders must comply with disability and equalities legislation in force which is relevant and can reasonably be applied to street trading.

13.7 All permanent and temporary licence holders are required to trade only from the specific pitch or pitches allocated to them unless temporarily relocated by us in circumstances such as , but not restricted to, the following:-

- When so instructed by a police officer acting in accordance with his duties.
- When so instructed by an authorised officer for any reason in exercise of the council's powers and duties, including but not limited to the maintenance of the pitch, to enable its re-marking and checking whether the stall or receptacle is capable of being moved.
- When reasonably required by a statutory agency or the owners/occupiers of adjacent premises to enable them to maintain or to gain access to their structures and services.
- When, in the reasonable opinion of the trader or their assistant, and with our agreement, trading on the pitch cannot be properly conducted due to a real emergency, public demonstration, congregation or disorder in the area.
- Works for the repair, restoration or maintenance of public utility services (e.g. gas, electricity, water, telephone etc.)

- Redevelopment works that cannot reasonably be carried out without temporary relocation of traders

13.8 Licence holders are responsible for ensuring that their stalls can be easily and quickly removed in emergency or other circumstances considered urgent, such as the investigation of crime.

13.9 In cases of temporary relocation, licence holders may be allocated to an alternative pitch if one is available. If no such pitch exists, then they will be required to cease trading and remove their receptacle, goods and any other items from the market immediately.

13.10 If it is considered to be in the interests of the sustainability of markets and street trading within the Borough of Tower Hamlets, for example due to redevelopment of a particular area, pitch location, pitch dimensions and orientation may be varied following consultation and reasonable notice.

13.11 Tower Hamlets Council will not accept responsibility for any loss or damage suffered by licence holders due to any trading pitch relocation decision or any other actions taken by us.

13.12 All licence holders must ensure that their stall card or temporary licence is prominently and permanently displayed on the top of their stall (or other conspicuous location if this is not possible) so that it can be easily read by any person.

13.13 Any awning used by a licence holder must be approved prior to use, the Council may specify colour, type and condition of any awning used. Any awning must be replaced or repaired within one month of a written request from the Council.

13.14 The use of bread crates/boxes for the purpose of trading must be covered with an approved covering for suitable display purposes, and all bread crates/boxes must be removed at the end of the trading day

13.15 Council Officers will from time to time inspect market stall set-ups to ensure an acceptable standard of appearance is maintained and request appropriate changes to enhance market locations.

14. WASTE & REFUSE

14.1 Licence holders and their assistants must comply with the waste management arrangements with regards to segregation, containment, presentation and disposal of waste materials, eg. flat packing cardboard/boxes, stacking up wooden pallets, using containers or bags provided or approved by the Council which shall be kept exclusively for that purpose. They must cooperate to enable such containers and bags to be removed or emptied as often as may be necessary into any vehicle or other receptacle provided for the purpose. Such containers should be kept as clean as reasonably practical. The licensee shall keep the pitch area clean and swept of any debris throughout the trading day, in particular shall be the duty of every licensee to pick up all litter, debris packaging and detritus both within and outside their pitch area that has been produced in the course of his/her business or could reasonably be assumed to have been so produced.

14.2 We may specify the level of waste collection that is included in the licence fee and reserve the right to make additional charges for any excess waste generated. For the purposes of assessing the level of waste generated, any refuse left on a licence holder's pitch or which can otherwise be reasonably attributed to them will be included.

14.3 Any arrangements that we make in respect of cleansing the market areas does not absolve licence holders or their assistants of any responsibility under any relevant environmental protection legislation. Failure to provide sufficient evidence of compliance will be deemed a breach of conditions.

14.4 Licence holders shall ensure that all waste water is collected in a secure container or otherwise discharged in such a manner so as not to cause a nuisance. **It is the** responsibility of the licence holder to ensure that any legal requirements concerning waste water are complied with, for example, formal consent to dispose of trade effluent into a public sewer. Failure to provide sufficient evidence of such compliance will be deemed a breach of condition.

14.5 Licence holders shall ensure all cooking waste such as oil/fat is contained and disposed of appropriately and on no account should be poured into drainage systems. Failure to provide sufficient evidence of such compliance will be deemed a breach of condition. Footway/pitch areas must be cleaned and left oil free during and at the end of trading

14.6 Licence holders and their assistants will also be reasonably required to participate in any current or future recycling, fair trade or other green initiatives promoted by the Market Service or the Council. Failure to participate will be regarded as a breach of licence conditions.

14.7 Licence holders will be held accountable for the costs to unblock drains/gullies if evidence supports grease/oil deposits removed from gullies.

14.8 Licence holders and their assistants must also give every assistance to any council officer or contractor employed in refuse and/or cleansing services.

14.9 Licensed traders that have a shop premise must arrange a separate trade waste agreement and not dispose of shop waste onto the market.

14.10 Licence holders are required to complete a 'duty of care notice' relating to waste management.

14.11 All pallets and stillage's (used to carry and store stock or for the purposes of transporting stock around the market area must be removed from the market after setting up. Traders must remove/arrange collection of all pallets and stillage's from the market at the end of each trading day. It is the traders responsibility to remove all pallets and stillage's and not to discard or dump them on the market area or side streets. Any discarded or dumped pallets/stillage's will be treated as fly-tipping and appropriate enforcement action taken against perpetrators may be taken to include issue of Fixed Penalty Notice/s or prosecution proceedings and or revocation of the Street Trading Licence

15. SERVICES AND OTHER AMENITIES AND EQUIPMENT

15.1 Licence holders requiring the use of electricity must only draw their supply from the sources provided by or otherwise approved by the Market Service. No electrical connection may be made without our consent.

15.2 Licence holders shall ensure that any connection for the purposes of supplying electric light and/or power shall be readily detachable and that any electric cable that is to be suspended above the public highway must have reasonable clearance as we may from time to time specify, currently a minimum of 2.6m (8'6") from the footway and 5.1m (18'6") from the carriageway. This may be varied with reasonable notice.

15.3 Licence holders using electrical supply must make sure that their supply cable is correctly connected and routed. In such circumstances, the supply cable must not create a hazard to pedestrians or vehicles.

15.4 Electrical power shall, except with our express consent, be used only for the purpose of artificial lighting, operating electrical scales and tills, credit card authorisation machines (if applicable) and the testing of low wattage electrical goods. Licence holders must obtain our written permission before using electrical power for other purposes such as demonstration and including audio devices for personal enjoyment. We may withdraw that consent at any time, especially in circumstances where the volume of any equipment is not kept to a level we consider reasonable or in our view causes nuisance

15.5 A licence holder will be held liable for damage to any installation or facility provided by us for the purpose of supplying electricity, water or other amenity, if it is shown that such damage was caused by their actions or neglect or that of their registered assistants or other person acting on their behalf. The matter may also be referred to other agencies (e.g. the police) for action.

15.6 All electrical cabling, wiring, components and electrical equipment used by licence holders is required to comply with current British Standards and regulations. A portable appliance test (PAT) certificate must be submitted on renewal of the street trading licence or at other regular intervals as defined by us. It is the responsibility of the licence holder to ensure that such testing is undertaken and failure to do so may result in enforcement action being taken. All electrical equipment used at a stall/receptacle shall display a safety tag to demonstrate that the equipment has passed the necessary test and the date on which it was last tested.

15.7 All licensed traders shall ensure that electricity bollard covers are secured at the close of each trading day. Faults should be reported to the market officer immediately.

15.8 Gas supplies, if they are to be used and any related equipment and fittings, must be previously approved by us and demonstrably compliant with relevant safety requirements which may be in force from time to time. It is the responsibility of the licence holder to ensure that such testing is undertaken and failure to do so may result in enforcement action being taken. Gas cylinders must be in compliance with correct health and safety regulations. Gas cylinders must be contained appropriately within the confinements of the pitch, away from naked flames or direct sunlight and caged securely.

15.9 Other equipment provided and used by the licence holder or made available for their use by a third party other than the Council must comply with all relevant safety and other legal requirements as above. This applies to the operators of that equipment. For example any fork lift or similar appliances must have current safety certificates and drivers must be suitably qualified.

15.10 You must apply in writing for our consent to bring any animal onto your pitch. The animal must be kept under control at all times when within the market area. Our consent may be withdrawn at any time should we feel it appropriate.

15.11 A licence trader will be subject to automatic suspension of a trading licence and trading privileges if it is proven they tamper with, or use an electricity supply of the Council without payment. Any trader proven to have caused damage to any Council installation or equipment will be required to pay the full cost of any repair or replacement. Any trader responsible for such acts may be subject to a separate prosecution or civil proceedings.

15.12 All licensed traders shall ensure that Water cabinets are secured at the close of each trading day. Faults should be reported to the market officer.

16. FOOD SELLERS

16.1 Prepared cooked food may only be offered and sold from Council approved fit for purpose catering equipment and in accordance with food safety legislation.

16.2 The cost of additional cleansing required in any market relating to the cooking, display or sale of food will be re-charged to all food sellers in that market.

16.3 All waste must be contained in a suitable manner to avoid leakage and damage to the Council footways/carriageways. The cost of rectifying any damage will be re-charged to the licensee and persistent on-going concerns may result in review of the licence. Approved ground cover must be placed on the footway/carriageway to avoid oil and food spillages to prevent damage.

16.4 As in line with general licence conditions only licensees or registered assistants will be permitted to trade.

16.5 Any temporary food licence is valid only for the market specified on the registration card and for the food specified.

16.6 Any receptacle/trailer used in connection with food trading must be approved by the Council prior to the issue of a licence. Any change of receptacle must be approved by the Council prior to purchase, the Market Service will have final say on the type of receptacle that can be used on our markets.

16.7 The Market Service may specify a colour, type and condition of any receptacle / awning used.

16.8 Tables and chairs will only be permitted with prior consent by Market Services in areas identified for this purpose within food court areas and subject to change without notice

16.9 Any applicant for a licence to sell foodstuffs must at the time of application present to the Market Service evidence that they and any registered assistant who will work at the stall have completed an approved course of food hygiene training dated not more than three years prior to the date of application. All traders wishing to sell food stuffs must provide proof of being a registered food business with the appropriate authority for the area in which their business is based, accompanied by letter of inspection and food hygiene/score. A rating/score of 5 is expected with 4 the minimum. Any rating/score 3 or under will be required to have a new inspection and if the rating/score has not achieved the expected score of 5 with 4 a minimum. The licensee will be suspended from trading and may have their licence withdrawn/revoked.

16.10 All refuse, food waste, waste material, litter or rubbish arising from the business to be contained in suitable containers and disposed at designated locations and are in containers supplied by the Council.

16.11 No nuisances to be caused fumes or noise

16.12 All food sellers and assistants must be dressed in appropriate attire when serving food to the public

16.13 – Any form of liquid must not be discharged into any drains/gullies, the licence holder is required to make suitable arrangements for collection/disposal.

17. ENFORCEMENT

17.1 Any person who contravenes any of the conditions of their licence shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 (£1,000 as at 7th February 2012) of the standard scale as provided by section 34(1) of the London Local Authorities Act 1990 (as amended). The Council reserves the right for its authorised officers to prosecute any person who contravenes the conditions of their licence.

17.2 Where the Council does not prosecute in the courts any person who contravenes any of the conditions in their licence may be subject to one of the following penalties in their licence.

- The issue of verbal or written warnings
- The issue of fixed penalty notices
- Seizure of goods or other materials
- Suspension of trading rights (in accepting a licence to trade with these standard conditions the trader hereby confirms acceptance of the right of Council to suspend them from trading in the circumstances set out in these regulations and further confirms they will cease trading and leave the market when requested to do so by an authorised officer of the Council or Police Officer)

18. Health & Safety – General

18.1 No licence holder, registered assistant or other person acting on behalf of the licence holder must endanger the health and safety of any other person .

18.2 Any Markets Service decision upon health and safety matters shall be final.

19. Sharing Information With Third Parties

19.1 The Markets Service may disclose the personal details of licence holders to third parties who have a legal right to such information. This includes other regulatory and law enforcement agencies and those who may require the information in connection with civil action in the Courts.

19.2 To comply with money laundering legislation, the Markets Service will report any transactions for street trading licences or charges which we consider to be suspicious.

20. Licence Revocation , Variation & Refusal etc

20.1 Any breach of conditions may lead to proceedings for licence revocation, licence application refusal, variation of licence conditions or the imposition of further conditions. Breach of conditions may also lead to prosecution.

20.2 Persistent breach of conditions will be considered as an indication that a person is not fit to hold or be granted a licence to trade within the London Borough of Tower Hamlets and may lead to licence revocation, licence application refusal, licence variation or imposition of further conditions.

20.3 In the case of significant arrears, a further licence condition imposed may include a payment and for those arrears to be cleared. Failure to comply with the payment plan will in itself be regarded as a breach of licence conditions rendering liability to the actions set out in 4.1 and 4.2 above. Also in such cases, and without prejudice to any further action as set out in 4.1 and 4.2 above, a further condition may also be imposed that unless the payment plan is complied with, the licence holder will not be permitted to trade until those arrears are cleared.

20.4 Traders requesting a variation of licence such as change of commodity, transfer of pitch, double pitch etc. Requests will be considered, the Council reserves the right to refuse an application, any decision made by the Council is final.

MARKET TIMES

Market	Set Up (Traders & Vehicles)	Market Open	Vehicles Clear (of Market)	Trading Ends	Final Clear (Traders & Vehicles)
Bethnal Green Road	0700	0800	1000	1800	1900
Brick Lane Market ¹	0600	0800	09:30	1500	1700
Stroudley Wk	0700	0800	1000	1800	1900
Chrip Street	0600	0800	1000	1800	1900
Columbia Rd	0530	0800	1000	1400	1700
Petticoat Lane (Weekdays) ²	0600	0800	1000	1600	1700
(Sundays)	0700	0900	1000	1400	1700
Roman Road & Square	0700	0800	1000	1800	1900
Watney Street	0700	0830	1000	1800	1900
Whitechapel Road	0700	0800	1000	1800 (Unless licensed to 2000)	1900 (2100)

At the discretion of the Council markets may stay open for 1 extra hour on Sunday Bank Holidays

¹ Brick Lane Market includes Bacon, Cygnet, Cheshire and Sclater Streets and Hare Marsh.

² Petticoat Lane includes Bell Lane, Cobb, Goulston, Leyden, Middlesex, New Goulston, Old Castle, Strype, Toynbee, and Wentworth Streets.

I have read and understand the Tower Hamlets Standard Licence Conditions and agree to follow them.

Signature.....Date

GENERAL CONDITIONS OF A PUBLIC FOOTWAY TEMPORARY LICENCE

Parts of street trading licence conditions will also cover public footway licenses.

- Only a like commodity or service to that in the premise may be offered or take place in the licensed area of footway
- All items including A Boards must abut the building line
- Valid business protection public liability insurance with clause covering ‘outside use’ is to exist
- A trade waste disposal agreement is to be in place
- The maximum period licensed for the display and use of equipment is to be between 07:00 a.m. and 10:00 p.m. (see Specific Conditions for variation, if any)
- The licensed space is to be clear of rubbish and waste at end of daily licence duration
- Unless stated as an exception below the display and equipment is to be removed into and stored within the premise at the time of premise closure
- To ensure child safety no front opening ‘white goods’ are used in a display.
- Radio and audio equipment shall not be used either in, or in an adjacent place to the licensed area
- Licence must be displayed in premise window
- Persons illegally trading, begging, and soliciting are to be removed by the licence holder
- The licensed area is to be inspected by the licence holder hourly to clean, clear and tidy
- Items that damage the footway are not to used, nor is an item to be secured to it
- Licensed Premises are to be provide ash trays and bins secured to the premise front
- Patio heaters and awning, other than side less parasols are prohibited (planning consent required)
- Electrical generators are not to be used. Electrical power may be provide from the premise and this supply is to be in accordance with Health and Safety at Work Act 1974 and all other relevant Regulations.

SPECIFIC CONDITIONS RELATING TO FOOTWAY TEMPORARY LICENCE

NO ISSUED ON TO

1.

2.

3.

I have read and understand the Tower Hamlets Standard Licence Conditions and agree to follow them.

Signature..... Date.....