

Appendix 1

Penalty points system: procedure

If a licence holder breaks the licence conditions, the procedure below will be followed:

An officer will first issue a verbal warning. The verbal warning will be noted in the officer's notebook, dated, timed and (when possible) supported with photographic evidence. At this point the licence holder has the right to inspect the notes about the offence.

If a licence holder offends persistently, he or she will be informed that the matter will be reported by means of a penalty point notice.

The officer must complete a written warning slip at the time of the inspection and hand the white copy to the licence holder after offering them the opportunity to sign it. If they refuse to sign, then 'Refused to sign' is written where their signature would normally go.

If the Licence holder's behaviour makes it impossible for the officer to hand the white copy to the licence holder, both the white copy and the pink copy should be handed to the Markets and Street Trading Manager. In all other circumstances the pink copy only is handed to the Markets and Street Trading Manager.

The Markets and Street Trading Manager will write to the licence holder within three days of receipt pointing out the nature of the breach, the number of penalty points and the likely outcome of future breaches, ie licence revoked.

The administration officer will record on the penalty points database the details of the licence holder and the number of penalty points incurred. If the total penalty points reaches or exceeds the number stated for the licence holder to be called before the council, then the Markets and Street Trading Manager will inform the administration officer, if he or she is not already aware, so that a hearing can be arranged.

If the council considers that a serious breach of a licence condition has occurred, the licence holder responsible for the alleged breach may be required to attend a hearing, regardless of the penalty point system.

At the hearing, council officers should note that they may be required to attend in person to give evidence of the breach of licence conditions.

London Borough of Southwark – Breach of Licence Conditions

Code	Type of breach	Penalty points
BLC1	Violent behaviour/assault	Court proceedings
BLC2	Non-compliance with food/health and safety acts	Court proceedings
BLC3	Abusive or racist behaviour	Court proceedings
BLC4	Offer for sale of falsely described, illegally copied or counterfeit goods	Court proceedings
BLC5	Trading on days and times other than on the licence	15
BLC6	Failure to display a licence name plate	10
BLC7	Failure to remove the stall in an emergency	10
BLC8	Setting up earlier than the starting time	10
BLC9	Selling commodities other than on the licence	10
BLC10	Not removing stalls and goods after trading	10
BLC11	Not displaying prices for goods on sale	10
BLC12	Using receptacles that are not approved by the council	10
BLC13	No amplified music unless playing goods sold	10
BLC14	Contravention to EPA 1990 regarding waste disposal	5
BLC15	Obstruction of the fire path	5
BLC16	Failure to produce a street trading licence within 7 days	5
BLC17	Licence holder's vehicle not removed or entering before time	5
BLC18	Oversized trading	5
BLC19	Failure to trade from the position indicated on the licence	5
BLC20	Failure to supply a copy of public liability insurance	5
BLC21	Staff not courteous and helpful	5
BLC22	Display of an advertisement other than for goods on sale	5
BLC23	Notification of change of address not given	5
BLC24	Notification of change of assistant not given	5
BLC25	Failure to give assistance to council officers	5
BLC26	Licensee not in personal attendance	5
BLC27	When approved, mobile electricity generator not positioned correctly	5
BLC28	Unfounded/malicious allegation	5
BLC29	Failure to notify the storage address details for a food stall	5
BLC30	Breach of any other standard licence condition not listed above	5

Reaching 30 penalty points

We will invite for interview licence holders receiving 30 penalty points within a rolling 12-month period. At this time we will consider whether special conditions should be attached to their licence or whether their licence should

be revoked. Licence holders should also note that we will charge a £50 administration fee against any licence holder called to such interview. In exceptional circumstances we may waive this charge.

Serious breaches of licence conditions

The licence holder responsible for a serious breach may be required to attend a hearing with the council, regardless of the penalty point system.

Serious breaches may result in legal action. If the licence holder is convicted, this could result in a fine of up to £1,000 per breach and the Market trading licence could then be revoked.

Appeals

Appeals against penalty points issued should be made in writing to the Markets and Street Trading Manager. The appeal will be placed before the council for consideration and the licence holder notified of the outcome of the appeal.

If you wish to see a large print copy of this document please contact the Street Trading Office on 020 7525 6000.

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إذا كنت ترغب في الحصول على صورة من هذه الوثيقة
Street Trading على الرقم 0207 525 6000

若你需要此份文件的中文版，請致電街市貿易辦事處(Street Trading Office) 電話0207 525 6000。

Si vous voulez voir une copie de ce document traduite en français veuillez contacter le bureau de Street Trading (commerce de rue) au 020 7525 6000

Haddii aad dooneysid inaad aragtid nuqul ama koobi dokumiintigaan oo laguugu tarjumay af soomaali fadlan la soo xiriir xafiiska baayacmushtarka dariiqyada oo laga helo Tel. 020 7525 6000

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Eğer bu metnin Türkçe'ye çevirilmiş bir nüshasını görmek istiyorsanız lütfen 0207 525 6000 nolu telefondan Sokak Ticareti ofisini (Street Trading office) arayınız.

Nếu quý vị muốn xem bản dịch tiếng Việt của bản văn kiện này, xin hãy liên lạc văn phòng Mậu Dịch Đường Phố bằng điện thoại số 0207 525 6000.

These terms and conditions have been translated into several languages for the convenience of market traders and to help everyone understand their responsibilities. In the case of any dispute about the meaning of the terms the authoritative and official version is the English version agreed by the Council's Licensing Committee.



STANDARD LICENCE CONDITIONS

Appendix B

1.0 Definitions

In the Regulations, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 'The Act' means Part III Food Act 1984.
- 1.2 'Market' A place of 5 stalls or more.
- 1.3 'Market trading' has the meaning where traders trade in specific commodities.
- 1.4 'Market trading licence' means a licence granted under the Act and valid for the period specified by the licence; this will be at least six months and not more than 3 years.
- 1.5 'Temporary licence' means a licence granted under the Act and valid for a single day or for the period of six months or less specified in the licence.
- 1.6 'Licence holder' means you, a person who is licensed for market trading under Part III of the Act. It also includes your assistant.
- 1.7 'The council' means the Council of the London Borough of Southwark, also called 'we' in these conditions.
- 1.8 'Stall' means any structure you use to display goods or in connection with your business, which occupies a licensed street trading pitch. 'Stall' includes all goods offered or to be offered for sale and any additional structure or equipment used as part of the stall or business.
- 1.9 'Receptacle' includes a vehicle or stall or any other thing that is used (whether or not made or adapted for such use) to contain or display anything used in street trading.
- 1.10 'Assistant' means a person acting under your direction or with your implied authority for your benefit, whether or not you employ them and regardless of whether they receive payment, gain or reward for doing so.
- 1.11 'Awning' means a sheet of canvas or other material, used as protection against the weather, whether or not it projects as an extension of the roof beyond the structure of the stall.
- 1.12 'Refuse' includes any waste material.
- 1.13 'High-risk food' means food that will rapidly deteriorate in quality or pose a health hazard (or both) when incorrectly stored or displayed. 'High-risk food (non-packed)' includes all perishable foods that are stored, prepared, displayed or sold without individual wrapping or sealing and includes food for sale from catering stalls. 'High-risk food (prepared)' includes all perishable foods that are stored, displayed or sold fully wrapped or sealed where the wrapping or sealing does not take place at the stall.
- 1.14 'Low-risk food' includes all fresh fruit and vegetables, canned or dried foods and packaged food with an extended shelf life.
- 1.15 'Goods' means any article, thing or service, whether tangible or not, offered for sale or exposed, displayed or advertised at the pitch.
- 1.16 'Licensed market trading pitch' means a place in any street authorised as a site where street trading may take place. It includes any alternative place approved by the council or an authorised officer of the council.
- 1.17 'Pitch limits' means the authorised ground markings defining the area within which a street-trading stall is to be contained.
- 1.18 'Stall card' means a laminated card supplied by the council showing your photograph, name, pitch number and types of goods specified on the licence, with the current address and telephone number of the Street Trading Office.
- 1.19 'Sell' includes offering or exposing for sale and possession for the purposes of selling.

2.0 In these conditions:

- words such as 'he' and 'him' include 'she' and 'her' and vice versa;
- words in the singular include the plural and vice versa.
- 3.0 All other expressions are to be interpreted in accordance with Part III of the Act.
- 4.0 GENERAL
- 4.1 You (the licence holder) must at all times comply with these conditions. If you break any of the conditions of a market trading licence, you are guilty of an offence and your licence may be revoked (withdrawn).
- 4.2 Persistent breaches of these conditions will cause us to consider revoking your licence.
- 4.3 We operate a penalty points system for monitoring breaches of these conditions by licence holders. Full details on how this system operates are shown in appendix 1.
- 4.4 You should not regard the grant of a market trading licence as giving any approval or consent that you may need under any act, regulation or bye-law, apart from Part III of the Food Act 1984.
- 4.5 We may vary, modify or dispense with these conditions in any individual case by using a licence variation in accordance with the law.
- 4.6 If you wish any of the terms of a licence to be varied, you must apply in writing to us in accordance with the law.
- 4.7 If you wish to surrender your licence, you must do so in writing to us.
- 5.0 THE LICENCE
- 5.1 The licence is for the sole use of the licence holder named in the licence. (see 1.10, 'Assistants').
- 5.2 You must trade only from the location or position specified in the licence.
- 5.3 You must attend your stall personally for a major proportion of the trading time. This is defined as 60% of the trading time. At all other times the stall may be run only by an assistant whose name, address and date of birth have been registered with us.
- 5.4 Only those goods specified in the licence may be sold. You must have our prior written agreement to changes of goods.
- 5.5 Trading may take place only on the days and times specified in the licence.
- 5.6 A stall must not be brought onto the public highway before the time specified in the licence.
- 5.7 A stall must be removed from the public highway by the time specified in the licence.
- 5.8 An assistant may start to set up a stall only if you are present in person or if we have given prior written consent.
- 5.9 If you fail to attend your stall within one hour of the starting time specified in the licence, then you forfeit your right to trade that day.
- 5.10 You must contact the markets office within the core time (6-8am) if you are unable to trade on that day. If you do not, you will lose your right to trade that day.
- 5.11 You must tell us immediately if you change your address.
- 5.12 You must pay any other charges we may reasonably demand, such as damage to public furniture or collection of excessive refuse (pallets, trolleys and the like) within 14 days of receiving our bill.



6.0 THE LICENCE HOLDER

- 6.1 You (the licence holder) must pay all fees and charges due to us in connection with the street trading licence before starting to trade. You must pay us the administrative costs incurred in collecting any rent arrears. Charges must be paid regardless of sickness or holiday periods. Please read the notes about sickness waivers.
- 6.2 You must take out third-party public liability insurance cover with a liability of at least £1 million. You must produce satisfactory evidence of this Insurance on request. We will not grant or renew a licence without it.
- 6.3 You must show your National Insurance number and satisfactory evidence that the number given was issued to you. Temporary National Insurance numbers are not acceptable.
- 6.4 You must control what happens in your business and ensure that the public, other traders and officers of the council are treated fairly and courteously at all times.
- 6.5 You must give every assistance to council officers in carrying out their duty.
- 6.6 You or your assistant must immediately remove your stall and goods for as long as may be necessary if asked to do so by an authorised officer of the council or a police officer, in an emergency, or as required under the council's powers and duties.
- 6.7 At all times you must legibly and prominently display on your receptacle the stall card we have provided showing your name, photograph, commodity sold, licence holder number and pitch number.
- 6.8 You must immediately remove from your stall any goods that an authorised officer of the council or a police officer deems to be offensive, dangerous or pornographic or deems to breach any legislation.

7.0 STALLS

- 7.1 The maximum dimensions of a stall (excluding awnings) must be 12 feet in length, 1m (3 feet 6 inches) in width, and 3m (10 feet) in height measured from the ground. However, the maximum dimensions of coffee stalls, refreshment stalls and high-risk food stalls with specific exemption must be 3.65m (12 feet) in length, 2.13m (7 feet) in width, and 3m (10 feet) in height measured from the ground.
- 7.2 A stall must be easily and immediately removable without the receptacle having to be dismantled.
- 7.3 Except for existing traditional stalls fitted with steel-rimmed hub-and-spoke wheels, all stalls must be fitted with rubber wheels with a diameter of at least 7.62cm (9 inches).
- 7.4 You must not attach fittings or accessories to the stall which would be likely to cause damage to the street or represent a health-and-safety hazard to anyone.
- 7.5 You must not place your stall or allow it to stand in the carriageway of any market area within 91.5cm (3 feet) (measured along the length of the street) of another stall. You must keep this space (gangway) clear at all times so that people can pass without obstruction between the carriageway and the footway.
- 7.6 If the pitch is on the carriageway of a street, you must place your stall so that the back of the stall is directly above the kerb line.
- 7.7 Stalls may be fitted with awnings if they are a properly supported integral part of the stall structure. An awning must not project over a footway for more than 91.5cm (3 feet) or over the carriageway for more than 91.5cm (3 feet) at a height of less than 2.43m (8 feet) from the ground.
- 7.8 A stall from which high-risk food (non-prepacked) is sold must be suitably screened from the risk of contamination.
- 7.9 You must secure awning sheets, covers, screens, clips, ties or any other construction or means of support so that they do not cause a health-and-safety hazard or nuisance to anyone.

8.0 PITCH AREA

- 8.1 The pitch area must be specified in the licence.

- 8.2 During trading hours, the trading area must be no larger than the limits specified on the licence or marked out on the ground, except during re-stocking on site. Goods, boxes, containers, displays, waste or any other article must not be placed outside the perimeter or next to the pitch limits except during immediate re-stocking, and may never cover or obstruct any fire path or public facilities access point.

- 8.3 You must keep the pitch and surrounding area (30.5cm (12 inches) to each side of the pitch limits) clean and free of waste materials at all times.

9.0 DISPLAY AND SALE OF GOODS

- 9.1 All goods, containers, fixtures etc. must be contained within the pitch area and height and must not project beyond.
- 9.2 You must not hang or let anyone else hang goods or articles from an awning so as to reduce the headroom to less than 2.43m (8 feet) outside the permitted pitch area.
- 9.3 You must not place or let anyone else place any goods container or receptacle at a height of less than 45.68cm (1 foot 6 inches) from the ground.
- 9.4 You must satisfy yourself that all goods, including second-hand goods, are correctly described, are fit for the purpose and are of satisfactory quality. A notice in writing must clearly state if goods are being offered as seconds, soiled or damaged.
- 9.5 If you are involved in storing, preparing, selling or offering for sale high-risk food and low-risk food, you must comply with current food safety legislation.
- 9.6 You must not sell or offer for sale any foods that do not comply with relevant food labelling or packaging regulations.
- 9.7 Immediately next to your stall, you may have a container provided solely for the collection of refuse. It must not obstruct the gangway between stalls or any other passageway or supply route for services.
- 9.8 You may sell goods only in accordance with relevant trading standards legislation. This includes the following:

Weight and measures

Goods sold by weight or measure must be sold by reference to the metric system.

Weighing or measuring equipment used for trade must be calibrated and marked in metric quantities.

Weighing and measuring of goods must be carried out in front of the customer so that they can see what the scales or measuring equipment shows.

Price marking

The selling price of goods offered for sale must be shown in writing so that customers can see what they will have to pay for the goods without asking.

If the selling price is given as a price per unit of weight or measure, a metric unit price must be indicated (eg 99p per kg).

Metric unit prices must precede prices that use imperial weights or measures (eg 22p per kg/10p per lb).

Safety

Goods must be safe and comply with any product safety regulations.

- 9.9 Advertisements must not be displayed on the licensed pitch for any goods, commodities or services except those offered for sale or provided on that pitch, unless otherwise agreed by the council.
- 9.10 You must not mislead the public about their legal rights, either orally or by displaying signs such as "no refunds given".
- 9.11 You must not sell any goods that infringe trade mark legislation or intellectual property rights, eg counterfeit goods or illegal copies of CDs, DVDs and other copyright material.
- 9.12 You must not sell any BB gun, air gun or replica gun.

10.0 ELECTRICITY SUPPLY

- 10.1 You must ensure that any connection for supplying artificial light to your stall is readily detachable. It must be approved by the council and not obstruct the carriageway.
- 10.2 Except for any special arrangements for high-risk food stalls and refreshment stalls, electricity must be used only for lighting, operating electrical sales and tills, and testing electrical goods. Any other uses must have our written consent.

Note The use of fires and kettles of any description is forbidden. If you use or permit the use of such equipment, you will be guilty of gross misconduct and your licence will be revoked without further warning.

- 10.3 The electrical installation on each stall must be protected by an RCD (residual current device). All electrical cable and accessories must comply with the relevant British Standards. All electrical equipment must comply with the HSE Electricity at Work Regulations 1989, the IEE Wiring Regulations as amended (or any legislation that supersedes these rules) and the requirements of the electricity provider.
- 10.4 You will be held liable for any damage to any installation that we provide to supply electricity if the damage is shown to have been caused by your actions or neglect.
- 10.5 You must not use or permit to be used any radio or other audio equipment or public address system in any licensed street except to demonstrate a particular piece of equipment to a prospective buyer.
- 10.6 You must not use a mobile electricity generator without our written consent.

11.0 REFUSE

- 11.1 You or your assistant must put all refuse arising from your business in suitable containers that you or we supply. The containers must be kept exclusively for that purpose and must be removed or emptied from time to time as necessary into a vehicle or container provided for the purpose.
- 11.2 You or your assistant must ensure that all wastewater is collected in a secure container and discharged in a way that does not cause a nuisance.
- 11.3 You and your assistant(s) must give every assistance to any contractor employed in refuse or cleansing services.
- 11.4 Any arrangements we make to clean street-trading areas do not take away the responsibilities of you or your assistant(s) under the Environmental Protection Act 1990 (or any subsequent or superseding legislation).

12.0 VEHICLES

- 12.1 You must not leave your vehicle in the street where you trade except for loading and unloading. You must do this as quickly as possible and remove the vehicle as soon as you have finished.
- 12.2 You must not bring or leave or cause a vehicle to be brought or left in any licensed street between:
- 9am and 3pm weekdays
9am and 4pm Saturdays
9am and 2pm Sundays.
- 12.3 These conditions may not apply in exceptional circumstances, eg severe weather. The market officer alone will decide.
- 12.4 You must not leave or cause to be left any vehicle in any of the following places unless you have rights as a resident to do so:
- Bronti Close
• Any Southwark Council housing estate (or entrance to it)
• Peabody Trust Housing Estate (King Street and Queen Street)
• Market Square (Southwark Park Road)
• Market Plaza – Canada Water
- 13.0 ASSISTANTS
- 13.1 You may employ any other person to help with trading on your stall and must notify us in writing of their name and address or any other relevant information.

- 13.2 You must not employ any child, whether paid or not, in street trading, including putting out or stocking receptacles, clearing refuse, looking after the stall or any related activity, in accordance with the Children and Young Persons Act 1933. 'Child' means a person who is not over compulsory school age. A person is considered to be over compulsory school age as soon as they have reached sixteen years.

- 13.3 If an assistant employed by you fails to comply in any way with your street trading licence, you will be held as responsible as if the failure had been your own.

I have read the London Borough of Southwark's Standard Licence Conditions as set out above and agree to abide by them.

Signature: _____

Date: _____

NOTES

The council may revoke or vary or refuse to renew this licence if (1) on account of misconduct or any other sufficient reason, you are in our opinion unsuitable to hold it; or (2) the space available in the market is insufficient; or (3) the market specified is not a designated market; or (4) the articles specified are of a class which, under a resolution we have passed, may not be sold or exposed or offered for sale in the street specified; or (5) you have persistently refused or neglected to pay charges you owe us – these payments must be made in advance of trade; or (6) for at least four weeks you have not fully exercised your rights under the licence.

If you are aggrieved that we have refused, revoked or varied any details of the licence, you may appeal to us and the licensing committee.

You may employ someone else to help you run your business without needing a further licence, but you must not transfer the licence to anyone else nor alter or tamper with it in any way.

You must be present at the stall at all reasonable times while trade is taking place.

Regardless of any time specified in the final column of the Schedule, this licence does not authorise you to trade at any time in breach of any Order made under the Shops Acts or any other law or regulation.

If you cannot trade in the market because of ill health, you must send a medical certificate to the Markets Manager, as we will consider waiving the payment of the weekly charge. Payment waiver will be considered only for illness covered by a medical certificate and lasting for more than four weeks. You must provide the first certificate within two weeks of the first day of your illness, unless we decide there are special circumstances.

If you are not for the time being exercising your rights under the licence, we may grant someone else a temporary licence authorising street trading in the place stated on your licence. However, this will be on condition that the temporary licence will cease to be valid if you wish to return to trading while it is still in place. To return to trading, you must give us the appropriate notice. For the purposes of this subsection, 'the appropriate notice' means:

- 7 days' notice, if you have not exercised your rights under the licence for at least 14 days;
- 24 hours' notice in any other case.

You must carry the licence while trading and produce it to a police officer or authorised official of the borough council on demand. If you lose your licence, you must apply immediately for a duplicate. We will charge an administration fee for this.