

PART III FOOD ACT 1984

SOUTHWARK MARKET TRADING LICENCE CONDITIONS

General

1. The operation of Southwark markets shall be governed by Part III of the Food Act 1984 where the number of pitches are five or greater.
2. The Council may charge such fees for the grant or renewal of a markets trading licence, the grant of a temporary licence or for the variation of the conditions of a trading licence.
3. The Council may levy from licence holders such charges as may be sufficient for the effective operation of Southwark market activities.
4. The Council will establish in any location the days, trading times, class or class of articles to be displayed for sale in respect of that market.

Licensing of Traders

5. The Licence is personal to a trader and shall be in the name of the registered trader only. At the written request of the registered trader and provided an Agreement has been completed by the Council at the cost of the trader, the licence shall be deemed to include a spouse or cohabitee.
6. When the holder of a licence has specified a relative to whom they desire the licence to be granted dies or retires or notifies the Council that owing to ill health they are unable to continue trading, the licence can be transferred by way of a next of kin transfer. For the purposes of this section a person shall be treated as being 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, half-sister, uncle, aunt of the former and shall be deemed to be so related notwithstanding that he is so related only through an illegitimacy or in consequence of an adoption.
7. Any application for a proposed partnership must include details of the trader who shall be present on trading days. This person shall be regarded as the registered trader in the event of a breach of these terms and conditions.
8. A registered trader may, at the discretion of the relevant Council Committee and payment of the relevant application fee, be able to

transfer his/her licence to his partner or registered assistant subject to the following conditions having first been met:

- (i) Formal written request from the exiting trader giving details of the new trader to be submitted to the Markets & Street Trading Manager.
 - (ii) The new trader has not previously had a licence terminated by the Council on any Market within the Borough.
9. Traders wishing to surrender a licence are required to give four week's written notice to the Markets Manager of their intention so to do. The same also applies to traders wishing to surrender a second pitch. Surrender will take effect from the last day of the calendar month.
10. Each trading licence renewal (permanent and temporary) shall be valid for a period three years for permanent traders.
11. Temporary traders are required to register on an annual basis.

Applications for licenses / Licence Renewals

12. When applying for a licence to trade, a trader shall provide his full name and address, national insurance number, and any other details as may be reasonably required.
13. The Council may refuse an application for a licence or refuse to renew a licence subject to appeal as set out in the appeals process.
14. All pitches surrendered by existing traders will be offered in the first place to existing traders through a length of service priority process.
15. Subsequently any existing temporary traders may make applications.

Allocation of trading pitches

16. Traders holding a permanent trading licence shall be allocated a fixed permanent pitch from which to trade, subject to the agreed clashing rule.
17. In the event of a licensed trader failing to inform the Market & Street Trading Manager of his / her absence by such time as set down for each market shall first be offered to licensed traders, subject to the agreed clashing rule:- (i) as a move up (ii) as an additional pitch provided it is immediately adjacent (i.e. 101, 103).

An additional fee shall be payable by a permanent trader wishing to take up such pitch.

18. Should such vacant pitch not be occupied by a licensed trader, it shall then be offered to casual traders for the payment of a temporary fee.

Payment of Licence fees

19. Licence fees shall be paid by one of the following two methods only:

- (i) By standing order or direct debit (monthly, in advance).
- (ii) By payment to the Council via a prepaid invoice. The trader must arrange for payment to be made before the commencement of trading hours using the Council's 24 hour payment line, on-line payment provision or at any of the Council's cash offices

20. Market officers are not authorised to accept cash from traders.

21. Temporary traders who do not pay pitch fees by specified time will not be permitted to trade on the Market.

22. Licence fees shall only be refunded in line with the refund policy.

23. Permanent licence holders are required to make full licence fee payments irrespective of whether the trader attends the Market. Waivers may be issued according to individual circumstances where proof has been submitted.

24. The above exceptions do not apply where a trader is in arrears with their rent on the relevant date in question.

25. The Council reserves the right to charge interest on arrears at a rate of 4.% above the Bank of England basic rate to be calculated on an annual basis.

26. Where a trader is absent from the Market all arrears must be paid within two weeks of their return to the Market. Failure to comply will result in enforcement action.

27. Any trader in arrears with their licence fee in excess of 2 months may have his/her licence revoked as per the agreed revocation procedure.

28. Any trader who has had their trading licence revoked for non-payment of fees and who intend to appeal will be entitled to trade from that day until the determination of their appeal for a daily fee

or pay all outstanding arrears, any amount which is paid daily in excess of the monthly fee will be set aside against the balance of the outstanding arrears.,

29. Any permanent trader paying by standing order or direct debit who has made payments on time each month and has not accumulated any arrears between Jan and December of any year shall receive up to one half of their January monthly trading fee refunded.

Absence

30. Permanent Traders are required to advise the Markets Manager if they will not be attending the market before commencement of trading if possible.

Insurance

31. Traders, including temporary traders, MUST provide evidence of third party public liability insurance to the Councils minimum requirement at the time but, without prejudice to the foregoing, subject to the minimum of £2,000,000 (TWO MILLION POUNDS) and a trader shall show the Markets Manager on demand such policy of insurance.

32. Traders will indemnify the Council against all costs, claims and damages arising from their use of the stall/pitch, car park or any other facility provided by the Council in respect of the market operation. Traders not producing evidence of insurance will not be permitted to trade until this has been rectified and will be required to vacate the market immediately. No rebate of stall rent will be given in these circumstances.

Conduct

33. All traders are expected to conduct themselves whilst on the market, in relation to the public, other traders, and council officers in a polite and courteous manner. .
34. Traders are responsible for the behaviour of their employees whilst they are on the market. A breach of the regulations by assistants will be deemed to be a breach by the trader.
35. No alcohol, tobacco or illegal substances will be consumed on the Market by traders or by their assistants within the pitch area.

Hours of Operation

36. The market shall operate between the hours set down for that particular market location. There shall be no trading in the event

of Christmas Day, Boxing Day or New Years Day falling on a market day unless a prior agreement has been reached by all parties.

37. All traders must vacate the market area by the end of the trading day including the packing up time. No trader shall vacate their pitch before 2pm other than Bermondsey Antiques Market which will be 1pm.
38. The Market & Street Trading Manager shall have the right to close the market at his/her absolute discretion on the grounds of public safety. Refunds of pitch fees will only be made if the market is closed prior to 10.00hrs on the day of trading.

Temporary Traders

39. The Council will, at its discretion, permit temporary traders to trade from a vacant pitch, including those where the permanent trader is absent, subject to agreed allocation policies.
40. Pitches will be allocated by the Allocation Officers on a daily basis.
41. Once allocated a pitch, temporary traders are required to comply with all the Market Regulations, including the requirement to remove vehicles from the market area by the specified time set down by that market.

Emergency Access

42. During market hours emergency access must be readily available for use by emergency vehicles attending incidents within the market area and for vehicles requiring to access adjacent premises via the market area.
43. The minimum width required for a fire appliance to pass between stalls is 3.1m.
44. Fire hydrants together with their identifying plates should be kept clear of obstruction and available for use at all times.

Obstruction

45. When loading/unloading their vehicles, all traders shall cause the minimum amount of obstruction and inconvenience to the general public, other traders or council employees and contractors. In particular traders must comply with requirements to ensure emergency access as the Market & Street Trading Manager/Officer deems necessary.

46. No trader shall allow or cause any goods to be placed on any stall/pitch or space such that they encroach beyond the allotted limits of the stall/pitch.
47. The trader must not do or permit anything which may be or become a nuisance to any member of the public, neighbouring business or any occupiers of neighbouring or adjoining stalls/pitches and to use the stall/pitch in a diligent and business like manner.
48. The stalls are erected in accordance with pitch layout held by the Market & Street Trading Manager and as delineated in the Traders Licence Agreement.
49. Stalls are not to be moved from their respective markers/allocated space.
50. During construction /unloading /dismantling /loading operations, traders must ensure that they carry out such in such a manner to safeguard themselves, their colleagues and members of the public.

Identity

51. All traders are to display in a prominent and conspicuous location on their stall/pitch. This sign must remain in position throughout the trading day.
52. All traders' permanent addresses must be registered with the Market & Street Trading Manager who must thereafter be notified of any changes. Two forms of documentary evidence of the new address must be supplied.
53. Traders are required to inform the market office of an intended move and submit documentary evidence of their new address.

Electricity

54. 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.
55. 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.
56. The use of fires, kettles or any type of cooking facility 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

57. The electrical installation on each stall must be protected by an RCD (residual current device). 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 requirement of the electricity provider.
58. 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.
59. You must not use a mobile electricity generator without our written consent.
60. You must not use or permit to be used any radio or other audio equipment or public address system in any licensed market except to demonstrate a particular piece of equipment to a prospective buyer.

Waste Management and Litter

61. Every trader on the market shall ensure that his/her stall and any adjoining passages, whether used by them alone or in conjunction with other traders, is properly cleared throughout the day so as to ensure that litter is not allowed to accumulate and will be removed from the stall / pitch at the end of the day.
62. 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.
63. 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.
64. You and your assistant must give every assistance to any contractor employed in refuse or cleaning services. Any arrangements we make to clean trading areas do not take away the responsibilities of you or your assistant under the Environmental Protection Act 1990 (or any subsequent or superseding legislation).
65. Litter bins where provided for use by the general public only and not trade litter.

66. Traders providing containers for food or drink consumption on the market place shall make such additional arrangements for litter as shall be deemed necessary.

Food Stalls

67. All traders operating food stalls shall comply with the provisions of the Food Safety (General Food Hygiene) Regulations 1995 or such other legislation or modification for the time being in force (a copy of which is available to read from the market & street trading office).
68. A first aid box shall be provided and any cuts and abrasions shall be covered by a blue, waterproof dressing.
69. Waste water from sinks, wash hand basins etc must be discharged to the discharge points located near the standings in accordance with the requirements of the Market & Street Trading Manager.
70. Food handlers should keep their clothing and all parts of the person likely to touch the food clean.
71. Food handlers should wear clean, washable over-clothing, preferably a coat or overall.
72. No unbagged refuse, waste or unfit food is to be allowed to accumulate on or about the stall/pitch. It must be bagged securely on a regular basis throughout the day.

Stalls

73. Any proposed stalls are to be subject to the prior approval of the market authority. It shall be the responsibility of the Council to consult with traders and/or their representative body prior to any changes to existing arrangements.
74. Inevitably, during the stall erection and dismantling process, members of the public will cross the site. Stall erectors must, therefore, take additional care if members of the public are in the immediate vicinity in order to avoid injuring members of the public.
75. Traders are to provide awnings for their stall/pitch as appropriate. The market authority reserves the right to require traders to use a agreed style, brand or colour of awning.

LICENCE CONDITIONS FOR ENFORCEMENT AND APPEALS

Penalty Points System Procedure

Where a trader is in breach of licence conditions the following procedure must be followed:

1. The officer will issue a verbal warning in first instance. The verbal warning will be noted in the officers note book, dated and timed and when possible supported with photographic evidence. The offender at this point in time, has the right to inspect the notes relating to the offence.
2. Persistent offenders will be informed that the matter will be reported by means of a penalty point notice.
3. The officer shall complete a written warning slip at the time of the inspection and the white copy handed to the trader after they have been offered the opportunity to sign it. If they refuse to sign then 'refused to sign' shall be written where their signature would normally be placed.
4. If the behaviour of the trader does not enable the officer to hand the white copy to the trader both the white copy and the pink copy should be handed to the Market & Street Trading Manager. In all other circumstances the pink copy only shall be handed to the Markets & Street Trading Manager.
5. The Market & Street Trading Manager will write to the trader within 3 days of receipt pointing out the nature of the breach, the number of penalty points incurred and the likely outcome of future breaches i.e. revocation.
6. The officer will record on the penalty point's database the details of the trader and the number of penalty points incurred. Should the total number of penalty points reach or exceed the number stated for the trader to be called before the Licensing Sub Committee then the officer shall be informed by the Market & Street Trading Manager, if not already aware, in order that such a panel hearing can be arranged.
7. Where the Council considers that a serious breach of any trading licence condition has taken place, the trader responsible for the alleged breach is liable to be required to attend a hearing notwithstanding the penalty point system. **This includes where the licence holder has persistently refused or neglected to pay charges due from him to the Council.**
8. At the hearing officers should note that they might be required to attend in person to give evidence of the breach of licence conditions.

London Borough of Southwark-Breach of Licence Conditions

<u>Code</u>	<u>Narrative of Breach</u>	<u>Penalty Points</u>
BLC1	Violent behaviour/assault	Court Proceedings
BLC2	Non-compliance with food/health & safety acts	Court Proceedings
BLC3	Abusive or racist behaviour	Court Proceedings
BLC4	Offer for sale of falsely described, illegal or counterfeit goods	Court Proceedings
BLC5	Trading on days & times other than on licence	15
BLC6	Failure to display licence name plate	5
BLC7	Setting up prior to commencement times	10
BLC8	Commodities other than on licence being sold	10
BLC9	Stalls & goods not removed after trading	10
BLC10	Prices not displayed for goods on sale	10
BLC11	Using receptacles as defined not approved by council	10
BLC12	No amplified music unless playing goods sold	10
BLC13	Contravention to EPA 1990 regarding waste disposal	5
BLC14	Obstruction of fire path	5
BLC15	Failure to produce trading licence within 7 days	5
BLC16	Traders vehicle not removed/entering before time	5
BLC17	Oversized trading	5
BLC18	Failure to trade from position indicated on licence	5
BLC19	Failure to supply copy of public liability insurance	5
BLC20	Staff not courteous & helpful	5
BLC21	Display of advertisement other than for goods on sale	5
BLC22	Notification of change of address not given	5
BLC23	Notification of change of assistant not given	5
BLC24	Failure to give assistance to council officers	5
BLC25	When approved mobile electrical generators not positioned correctly	5
BLC26	Unfounded/malicious allegation	5
BLC27	Failure to notify food stall storage address details	5
BLC28	Breach of any other standard licence condition not listed above	5

Traders receiving 30 penalty points within a rolling twelve-month period will be invited for interview by the Markets & Street Manager at which time consideration will be given as to whether special conditions should be attached to their licence or whether their licence should be considered for revocation.

Serious breaches of the licence conditions may result in legal action. If convicted this could result in a fine of up to £1000 per breach and be followed by revocation of the trading licence.

Appeals against penalty points issued should be made in writing to the Markets & Street Trading Manager. The appeal will be placed before the Licensing Sub Committee for consideration and the trader notified of the outcome of the appeal.

Where the Council considers that a serious breach of any trading licence condition has occurred, the trader responsible for the alleged breach is liable to be required to attend the Committee hearing notwithstanding the above penalty point system.

Please note that failure by any assistant employed by a licenced holder to comply with any of the conditions of the trading licence held by the licence holder shall be deemed to be a failure of the licence holder.

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

Signature:.....**Date:**

Print Name: **Licence No.**

NOTES

The Council may revoke or vary or refuse to renew this licence if (1) on account of misconduct, arrears, or any other sufficient reason the holder is in the opinion of the Council unsuitable to hold it; or (2) the space available in the market is insufficient; or (3) the street specified is not a designated market; or (4) the articles specified are of a class which, under the terms of a resolution passed by the Council may not be sold or exposed or offered for sale in the market specified; or (5) the holder has persistently refused or neglected to pay charges due from him to the Council. These payments must be made in advance of trade; (6) the holder has for a period of not less than four weeks not fully excised his rights under the licence.

Notwithstanding any time specified in the final column of the Schedule, this licence does not authorise the holder to trade at anytime in contravention of any Order made under the Shops Acts or any other statutory enactment.

In the event of a trader being unable to trade in the market by-reason of ill health, a medical certificate should be submitted to the Market & Street Trading Manager, as the Council will consider waiving the payment of weekly charge. Payment waiver will only be considered for illness covered by medical certificate for periods of illness in excess of four weeks. The first certificate must be submitted within two weeks of the first day of the period of illness. Except in extenuating circumstances as decided by the Council.

Where the holder of a trading licence is not for the time being exercising his rights under the licence, a temporary licence authorising trading in the position or place prescribed by the street trading licence may be granted to any other person but shall be subject to the condition that it shall cease to be valid if during the currency thereof the holder of the licence desires to resume the exercise of his rights and gives the appropriate notice to the council, and for the purposes of this subsection 'the appropriate notice means:

- (a) in the case of a holder of a licence who has not exercised his rights under the licence for a period of at least 14 days, 7 days' notice;
- (b) in any other case 24 hours' notice.

This licence must be produced on demand whilst trading and produced to a police officer or authorised official of the Borough Council on demand. Should this licence be lost, immediate application must be made for a duplicate for which an administration charge will be levied.