

Appendix C - Suggested Amended Conditions – Street Trading

1. The Trader is permitted to operate from a trading unit or other approved equipment in the position indicated by the plan attached to the consent. In the event of this position being unavailable for any reason beyond the control of the Borough Council, the position may be relocated at the discretion of the Director responsible for Street Trading to another nearby area, or the consent may be suspended by that Director upon giving a reasonable period of notice.
2. The Trader shall pay to Fareham Borough Council the appropriate fee (reviewed annually) for the grant or renewal of a Street Trading Consent. The consent will not be issued if the Trader fails to pay the fee.
3. The Trader shall comply with any special conditions, standard conditions or guidelines for the time being in force.
4. The Trader shall at all times, whilst trading, provide a suitable receptacle for rubbish and litter and remove the rubbish and litter from the site and associated areas at the end of each day's trading. Any litter or food waste originating from the business and deposition on the highway by customers shall be collected by the Trader.
5. The trader shall operate in a manner, which causes no avoidable nuisance to the Borough Council, or to the general public. The Trader will not be permitted to use loudspeakers, radios or any amplified sound.
6. The Trader shall not exhibit on the site any advertising signs, posters or such like except as may be approved by the Director responsible for Street Trading.
7. No animal shall be present on any vehicle or equipment.
8. The Trader shall remove his facility at the end of each day's trading.
9. The Trader shall comply with all relevant statutes, regulations and bylaws in force for the time being and with the condition of the consent.
10. The Trader shall comply with all relevant legislation e.g. Food Safety and Health & Safety.
11. The Trader shall allow access at all times by any Authorised Officers of the Council to ensure that the terms of the consent are being carried out to their satisfaction.

12. The Trader shall display prominently his name and address, which shall be plainly visible to the public.
13. The Trader shall provide Public Liability insurance in the sum of £5,000,000 to insure against third party liability claims and to indemnify the Borough Council against all claims, liabilities, actions, demands and expenses arising in respect of the grant or renewal of this consent. The Trader shall provide on demand for inspection by the Borough Council the insurance certificate and evidence of full payment of the premium.
14. The Trader is not permitted to hold any Auction sale.
15. The Trader shall use a vehicle/equipment, which is approved by the Borough Council and shall trade solely from that vehicle/equipment which should be maintained in good condition and appearance. No tables, chairs, or similar articles shall be placed outside the vehicle whatsoever without consent of the Director responsible for Street Trading.
16. The Trader shall comply with all reasonable requirements of any Authorised Officer of the Council or Police Officer.
17. No child under the age of 17 shall be employed in the trading.
18. The consent is personal to the applicant and is not transferable to any other person, firm or company.
19. The Trader shall, when trading, have consent issued by the Council available for inspection by Authorised Officers of the Council or the Police.
20. The Trader or his employees is expressly forbidden to sell, display or wear any article, which is or could be construed as offensive either in writing or pictures. The Director's decision is final and they should be consulted if doubt exists on whether articles/material could be considered offensive.
21. The Trader shall reimburse the Council's costs in repairing all damage caused by the Trader's occupation and use of the approved site.
22. The Trader shall agree that the Borough Council shall be entitled to terminate the consent forthwith if there is any contravention of any of the terms contained herein.

23. The Borough Council may revoke this consent at any time and will give four weeks' notice of withdrawal unless earlier revocation is appropriate due to a breach of any of the Conditions.
24. This consent is given pursuant to the powers given to the Borough Council under Statutory powers and is not a lease or a tenancy and gives no interest in land to the Trader.
25. The trader shall not move or remove his/her unit during the period when the vehicle movement restrictions apply in West Street (0930 - 1630 hrs).
26. Traders working as part of Fareham Monday Market shall be required to use uniform gazebos with blue and white quarters.