

Royal Borough of Greenwich  
Standard Street Trading and Market Trading Licence  
Conditions

Regulations made by the Royal Borough of Greenwich Council  
pursuant to section 27(3) of the London local Authorities Act 1990  
(as amended).

Applicable to permanent and temporary street trading and market  
trader licences as of 1 April 2026.

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## I Definitions

In these conditions, the following terms are defined below, unless the context requires a different interpretation.

- I.1 “The Act”** means Part III of the London Local Authorities Act 1990, as amended by relevant legislation or any other later amendments.
- I.2 ‘Advertisement’** means any writing, sign, notice, board, banner, placard, poster, device, display, whether illuminated or not, temporary or permanent, and employed wholly or partly for the purposes of advertisement, announcement of directions. This includes any similar structure used or adapted for the use to display advertisements, references to the display of advertisements shall be constructed accordingly.
- I.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 employed by him/her or not and irrespective of whether they receive any payment or reward for doing so. 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.
- I.4 ‘Awning’** means a sheet of canvas or other material, used as a protection against the weather, which projects as an extension of the roof beyond the main structure of the receptacle.
- I.5 ‘Casual Market Trader’** means a Market Trader who trades on a daily licence under the Royal Market Charter.
- I.6 ‘Council’** means the London Borough of Greenwich Council
- I.7 ‘Commodities’ or ‘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.
- I.8 ‘Consent’** means the consent of the Council in writing
- I.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.
- I.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 'Licence card'**, also commonly referred to as **'Stall Card'** means the card supplied to the Licence holder by The Street Trading and Market Service on which all the information we require is indicated, along with the current address and telephone number of the Markets Service.

**1.12 'Licence holder'** means the Street Trader who is the recipient of a valid street trading licence (whether permanent or temporary) that we have issued under the Act or the Market Trader (whether permanent or casual) who is recipient of a valid market licence that we have issued under the Royal Market Charter. In certain circumstances, the Licence holder will be the registered assistant who is acting on their behalf in accordance with these conditions. Any conditions or regulations which apply only to one category of licence holder will be clearly identified.

**1.13 'Market Trader'** refers to all Market Licenced Traders, whether on a permanent or casual basis, who trade at a Council-run market. As of 2026, 'Market' is currently limited to 'Beresford Square Market'.

**1.14 'Permanent Street Trading 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.

**1.15 '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.

**1.16 '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.

**1.17 'Pitch charge'** means the fee charged by the Street Trading and Market Service for use of the pitch to which the licence holder has been allocated in order to trade.

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

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

**I.20 'Receptacle'** means a vehicle or any basket, bag, box, vessel, stand, stall, easel, board, table, tray or thing which is used in connection with 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.

**I.21 '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.

**I.22 '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.

**I.23 '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 licenced 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.

**I.24 'Standard conditions'** means those matters set out in section 27 of the Act, together with the conditions contained herein.

**I.25 '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.

**I.26 'Street Trading and Market Service'** is not a singular officer but includes all Street Trading and Market Inspectors and Head of Service. The service is associated with the [street-trading@royalgreenwich.gov.uk](mailto:street-trading@royalgreenwich.gov.uk) email.

**I.27 '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 Street Trading and 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.

**I.28 '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.

**1.29 '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.

**1.30 'Us' 'our' and 'we'** means the Royal Borough of Greenwich and its Street Trading and Market Service.

## 2 General Conditions

**2.1** References to a 'Licence Holder' refers to both Street Traders (permanent and temporary) and Market Traders (permanent and casual), unless specified otherwise. In certain circumstances, the Licence holder will be the registered assistant who is acting on their behalf in accordance with these conditions. 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** The Council 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 to be reasonable in any individual case. 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 to amend any of the conditions of his/her Licence, such as change of commodity, transfer of pitch or double pitch, representation must be made in writing to the Street Trading and Market Service as in accordance with the statutory requirements. The trader will be asked to complete the Trader Licence Variation Form and return it to the Street Trading and Market Service for approval. Up to 2 changes of commodity may be permitted per annum at the discretion of the Royal Borough of Greenwich, either permanently or for a specified period of time. Requests to change commodities by new licencees will not be granted for a period of 6 months following the initial grant of the Licence. Any subsequent grant, consent, approval, authorisation or agreement from us must be obtained in writing before it will be deemed valid. Whilst variation requests will be considered, the Council reserves the right to refuse an application, any decision made by the Council is final.

- 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 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 a Licence holder shall comply with and be conducted in a manner that conforms with all relevant legislation enforced by the Council or other agencies. Particular attention is drawn to general Health and Safety, food safety, trading standards, fire prevention and highways regulations. 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 Licences

- 3.1** The Street Trading Licence is merely consent to trade under the Act. It does not constitute any other approval or consent that Street Trading Licence holders might need under bye-laws, regulations or other enactment, 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 Market Licence is merely consent to trade under the 1618 Royal Charter but must abide by these Standard Conditions. It does not constitute any other approval or consent that Market Licence holders might need under bye-laws, regulations or other enactment, 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.
- 3.3** The Licence holder shall trade only from the position/pitch which is indicated on the licence, or as assigned by the Street Trading and Market inspectors. 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 to be tampered with or altered in any way and is to be shown on demand.
- 3.4** The Licence is 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, this is retained exclusively by the Council. 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 the Licence.

**3.5** The Licence shall cease to have effect on being surrendered to the Council by the Licenced Street Trader to whom it was granted. This must be done by way of written cancellation. Cancellations can only take effect from the date received by the Street Trading and Markets Service. The effective date of surrender will not be earlier than the receipt of the written request to surrender the Licence. All outstanding fees and charges, up to and included the day of surrender, must have been paid.

**3.6** A Licence is only effective for the period stated on the Licence.

**3.7** A Licence holder shall carry their Licence Card at all times whilst trading and produce it upon the request of an Authorised Officer or police officer.

**3.8** The Council reserves the right to issue Licences to traders who offer Commodities that will enhance the viability and diversity of the trading areas/market before any other trader of applicant.

**3.9** Permanent Street Trading Licences are only available for certain pitches. Any applications/requests for a permanent Licence on miscellaneous sites will be considered by the Street Trading and Market Service. However, the Council reserves the right to refuse an application/request, with any decision made by the Council is final.

**3.10** To apply for a Permanent Street Trading Licence, a trader must be a current Temporary Licence holder and will not be considered for a Permanent Street Trading Licence until they have held their Temporary Licence for at least a minimum period of six months. The period of six months gives both the Council and the trader the opportunity to ensure a good fit.

**3.11** A Permanent Street Trading Licence or Permanent Market Licence will not be renewed if the Licence holder is in arrears or has appeared on the monthly arrears report 3 or more times in a calendar twelve months. All fees and charges must be fully paid within the financial year and any Permanent Street Trader or Market Trader in arrears during the renewal process will not have their Street Trading Licence renewed and will be prohibited from Street Trading from 1<sup>st</sup> April on a Permanent Street Trading Licence.

**3.12** Succession of a Market Licence may only be granted if the successor meets the application requirements, and for Permanent Street Trading Licence holders the

requirements of the Act must also be met. On the death or retirement due to age and/or ill health of a Permanent Street Trading or Market Licence holder, we may issue a Licence to a nominated relative to trade from the pitch shown in that Licence. 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 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, 'common-law' spouse, partner or a nominated Assistant of a Permanent Street Trader/ Market Trader who has been working for that trader for a continuous period of at least five years. In this instance the application will be assessed at the earliest Street Trading and Market Panel, to ensure an appropriate decision is made in accordance with the requirements and the legislation.

**3.13** In the event that a Permanent Street Trading/ Market Licence is granted to a successor in accordance with the paragraph above, the Street Trading and Markets Service may attach such further conditions as appear to be reasonable in any individual case.

**3.14** Succession will only be permitted if there are no arrears of charges payable. Only one successor can be nominated at any time.

## 4 Temporary Street Trading Licences

**4.1** The holders of a Temporary Street Trading Licence are subject to these Standard Conditions in the same way as holders of a Permanent Street Trading Licence.

**4.2** The Council reserves the right to withdraw the Licence of any Temporary Street Trading Licence holder without notice and will provide reason(s) both verbally and 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 reasons for the withdrawal of the Licence in writing, where the trader will be able to appeal the decisions at the next available Street Trading and Market Panel.

**4.3** The issue of a Temporary Licence is without prejudice to the Council's application process for Permanent Street Trading Licences and does not infer a legal right to the grant of Permanent Street Trading Licence.

## 5 Licence Holder Personal Details

- 5.1** If there are changes in the following details registered with us namely: the address at which they live or store their Stall and/or Goods, email, 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 Royal Borough of Greenwich, the Licence holder must notify the Street Trading and Market Service in writing of such change within seven days of such change occurring. Any failure to provide said information may result in the Licence being temporarily suspended until the notice and/or documentation is received.
- 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 traders/registered Assistant's documentation in relation to 5.1 and 5.2, if the Licence holder fails to notify the Council of any changes to personal details this will be deemed a breach of the Standard Licence Conditions.
- 5.4** Licence holders using a vehicle for trading purposes must provide the Street Trading and Markets Service with the vehicle's make, model and registration number, failure to do so will result in the trader not being able to use their vehicle on-site and may result in further enforcement action. The Licence holder is responsible for advising the Street Trading and Market Service within 7 days with proof of any changes of vehicle.

## 6 Employed Manager or assistants

- 6.1** Only Licenced Permanent Market Traders are eligible to employ managers *and* assistants. Street Trading Licence holders who do not trade at Beresford Square are only eligible to employ assistants. If a Market Trader employs a Manager, the Licence Holder must be trading themselves on-site a minimum of three days a week. Failure to do so, without agreement from the Street Trading and Market Service Head of Service, will be a breach of this condition and the Licenced Market Trader will potentially face enforcement sanctions.
- 6.2** All Licence holders must register each of their Manager/Assistants when they first apply for a Street Trading/ Market Licence and inform the Street Trading and Market Service of any change of Manager/Assistant or recruitment of an additional

Assistant within seven days. A maximum of one manager and three assistants can be registered in one calendar year unless prior approval has been sought by the Street Trading and 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 Street Trading and Market Service before the fourth or more assistants can be registered.

- 6.3** A full registration providing the details as set out below must be submitted to the Street Trading and Market Service by the Street Trading Licence holder in respect of each and every Manger/Assistant to be employed by the Licence holder:
- 6.3.1** Written details of the Manager/Assistant's full name, address, date of birth, email address, mobile and landline phone number, where applicable:
- 6.3.2** One identical and up-to-date full face passport photography of the Manager/Assistant.
- 6.3.3** The Manager/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 Officer.
- 6.3.4** Proof that the Manager/Assistant are covered by both Public Liability and where applicable, Employer liability, insurances.
- 6.3.5** Proof of payment of the appropriate fee.
- 6.3.6** Any other information that we may reasonably require or consider relevant.
- 6.4** Any Managers/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 Managers/Assistants by a Licence holder is a breach of Licence conditions. The Assistants application must be presented to the Council seven days before starting work.
- 6.5** A Licence holder shall not employ anyone under the age of 16 years, in any capacity in the course of Street Trading or Market Trading.
- 6.6** 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.
- 6.7** When a person ceases to be their Assistant, the Licence holder must notify the Council of that fact within seven calendar days.

- 6.8** No new Manager/Assistant will be registered to a Licence holder if he/she has arrears of charges.
- 6.9** Registered Assistants cannot hold their own personal Licence whilst still registered as an Assistant for another Licence holder in the Royal Borough of Greenwich.
- 6.10** Any Managers/Assistants found to be in violation of any conditions within this document will have their Managers/Assistant's Licence revoked on any Licence for which they appear on.

## 7 Insurance

- 7.1** Licence holders are at all times obliged to maintain public liability insurance, through a recognised third-party insurer, with a minimum level of £5 million. The Council has the right to refuse the insurance policy if it does not meet the requirements.
- 7.2** Licence holders must provide the Street Trading and Market Service with sight of originals of applicable insurance certificates 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. A Licence will not be issued or renewed before presentation of a copy of the insurance certificates. A copy of the certificate of insurance shall be provided to the Council within 24 hours of a request being made. 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** All 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 Street Trading and Market inspector may request sight of any relevant documentation and/or the Licence holder may be required to produce such documentation at the offices of the Council. Failure to produce insurance certificates within seven 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 Attendance and Trading

- 8.1** Permanent Street Trading and Market Licence holders must trade in person at their pitch for a significant proportion of the trading day, as set out in section 9.2. This is currently defined as 51% of the Trading Day specified on the Licence. At all other times, the stall may only be operated by an Assistant who is registered with the Street Trading and Markets Service.

- 8.2** The calculation of 51% attendance will be made using the method that we consider most appropriate for each trading site 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 the Council's discretion.
- 8.3** If the Stall is to be left unmanned for any reason other than comfort or toilet breaks, it is to be closed up and left in a safe and secure position.
- 8.4** The holder of a Temporary Street Trading Licence must always (subject to reasonable time for meals and toilet breaks) trade in person on the pitch throughout the trading day.
- 8.5** Temporary pitches, additional pitches and pitch moves (via the Licence variation request process, see condition 2.4) will be allocated by Officers from the Street Trading and Markets Service only. Traders who set up on pitches without prior permission or move without prior permission from the Street Trading and Market Service will be in breach of this condition and will potentially face enforcement sanctions.
- 8.6** No trading may take place on the stall of a Licence holder unless the Licence holder themselves or one of his/her registered Manager/Assistants is present. (In the event that this requirement is not complied with, we may impose any enforcement sanction that we deem appropriate).
- 8.7** Any Awning or Receptacle used by a Licence holder must be approved prior to use, the Council may specify colour, type and condition of any Awning or Receptacle used. Any Awning or Receptacle must be replaced or repaired within one month of a written request from the Council.
- 8.8** The Licence holder shall only trade from the Licenced Pitch, unless otherwise directed by an Authorised Officer. The Council reserves the right to change a Permanent Licenced Market Trader or Permanent Licenced Street Trading Pitch and allocate an alternative pitch on a permanent basis. In this case, they will be consulted prior to this decision being made and receive written notification and provided 28 days' notice of the proposed changes.
- 8.9** The Council reserves the right to change a Permanent Licenced Market Trader/ Permanent Licenced Street Trading Pitch and allocate an alternative pitch on a temporary basis where one is available until his/her Licenced Pitch becomes

available at a date to be agreed by the Authorised Officer. The Council will provide written notice of this change to the Licence holder as soon as reasonably practicable. Where no alternative pitch is available the Licence holder will cease trading and remove their Stall and Goods immediately where directed to do so by an Authorised Officer. The Council will refund any Licence fee to the Licence holder for the period that the Licenced Pitch is not available.

- 8.10** If it is considered to be in the interests of the ongoing sustainability of the market and street trading within the Royal Borough of Greenwich, for example due to redevelopment of a particular area, pitch located, pitch dimensions and orientation may be varied following consultation and reasonable notice.
- 8.11** The Council will not accept responsibility for any loss or damage suffered by the Licence holders due to any trading pitch relocation decision or any other actions taken by us.
- 8.12** Street Trading and Market Inspectors 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 street trading and market locations.

## 9 Trading days and times

- 9.1** Trading may only take place on the days and times permitted on the Market Licence or Street Trading Licence. Pitch charges must be paid whether or not the Licence holder has traded.
- 9.2** Street Trading operational hours are 8am-6pm. Market Trading operational hours are 8am-6pm. Trading hours can be subject to alternations made at the discretion of the Street Trading and Market Service.
- 9.3** Licence holders must be set up, vehicles removed and ready for trade by the start of the Trading Day as listed in 9.2.
- 9.4** Any Licence holder trading or operating outside of a market or Street Trading sites agreed operating hours will be considered as illegally trading and will receive enforcement sanctions up to and including revocation of Licence and a £1000 fine (see condition 20.1).
- 9.5** Licence holders and/or their Managers/Assistants shall remove their Receptacles, Awnings, Goods and Stalls at the end of each Trading Day specified on the Licence at the times set out in condition 9.2 above for each of the Council's street trading sites/ market or the time stated on the Licence if earlier/later.

- 9.6** The “Stalls cleared and vehicles out of market” times set out in condition 9.2 are the latest times that Receptacles and Trader owned Stalls must be removed from the Licence holder’s Pitch, and either taken by the trader/assistant or taken to an agreed place of storage off the market. The Council reserves the right to remove any stall, trailer or vehicle left in the market and may be taken to place of storage. In such cases, the Licence holder will be subject to further enforcement action which includes being charged for all costs and charges associated with the removal/storage.
- 9.7** 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.
- 9.8** Market Traders must clearly display their ID card in their vehicles whilst on-site, during both loading and unloading hours.
- 9.9** A Licence holder shall not leave a vehicle in the street in which she/ he trades when that street is in operation as a trading site/market except for the purpose of loading and unloading Goods within the hours permitted in any traffic management order made in respect of the street. Such loading and unloading shall be carried out as soon as reasonably practicable and the vehicle removed immediately once loading/unloading has been completed to an authorised parking place outside the market. Nothing in this condition permits or purports to permit a Licence holder to contravene the terms of any parking restrictions or traffic management order that apply to the street.
- 9.10** Market Traders must have either occupied their Licenced pitches by 08:00am or notify the Street Trading and Market Inspectors of their late arrival by 08:00am. Pitches will be allocated at the discretion of the Street Trading and Market Officers, whose decision is final and non-negotiable.
- 9.11** Casual Market Traders must be on site at the market by 08:30am to meet with the Street Trading and Market Inspectors to be allocated a pitch. No trading must take place before the pitch has been allocated.

## 10 Goods and Commodities

- 10.1** A maximum of three commodities will be permitted to be sold by a Licence holder. All commodities must be of a similar nature e.g. different categories of clothing, types of electrical equipment, phones and accessories.
- 10.2** 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 group is final.
- 10.3** If the Licence holder wishes to change the commodities specified in their Licence, then they must make written representation to the Street Trading and Market Service (see condition 2.4). Up to 2 changes of commodity may be permitted per annum at the discretion of the Royal Borough of Greenwich, either permanently or for a specified period of time.
- 10.4** 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 second hand, soiled, damaged or Catalogue Returns.
- 10.5** All Goods are to be clearly priced and displayed clearly. Licence holders offering a service shall make clear the nature and cost of that service.
- 10.6** All weighing scales and indications of price are to be in clear and unobstructed view of the customer.
- 10.7** 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.
- 10.8** If a Licence permits the sale of more than one Commodity and it appears to the Street Trading and Market Service that the Licence 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 Licence holder has presented themselves for trading purposes within three

consecutive months and that it appears to us to compromise at least 25% of their displayed stock.

- 10.9** We may, subject to human rights considerations, prohibit the sale of certain lawful Goods as not being appropriate for 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).
- 10.10** 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 Street Trading and Markets Service before it is permitted to be used.
- 10.11** Ignorance of the law is not a defence. All Licence holders and their Managers/Assistants must familiarise themselves with and adhere to such legislation relating to their Goods, Commodities or service. Licence holders and encouraged to seek further advice from the Street Trading and Markets Service if they are unclear about their obligations.
- 10.12** 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 street trading area a bad reputation and may also refer the matter to the appropriate agency for investigation and action.
- 10.13** A Licence holder is prohibited from supplying illegal Goods, which includes stolen Goods, suspected stolen Goods, counterfeit/pirated Goods, unsafe Goods, tobacco or other nicotine Goods, alcoholic Goods and fireworks.
- 10.14** No advertisement shall be displayed at the Licenced Pitch which related to any Goods, Commodities or services other than the Goods offered for sale at the pitch.

## 11 Pitch Size

- 11.1** A Licence holder shall not exceed the Pitch Limits (including where no stalls are placed on an adjacent pitch).
- 11.2** 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 articles shall be placed outside the perimeter or within the immediate vicinity of the Pitch Limits.

- 11.3** A Licence holder shall not cause or permit any Receptacle, part of a Receptacle, vehicles, Goods or other articles whatsoever to protrude beyond the Pitch Limits.
- 11.4** All stalls, catering trailers and receptacles are to be within the perimeter of the pitch. A minimum clearance of 2 feet (60cm) must be maintained between the ground and any goods hanging from the front overhang of the stall. The overhang to the front of the stall should not exceed 1 foot (30cm). Overhangs are only permitted with the agreement of an Authorised Officer, and if allowed must not cause hindrance to others, and obstruction or a danger to pedestrians/vehicles.
- 11.5** All avenues, gangways, passages and other areas between pitches and adjacent highways must be kept free of obstructions.
- 11.6** Licence holders who display Goods which encroach a pitch which is not designated to them will be required to pay for additional pitches and will potentially receive enforcement sanctions for contravention of this Licence condition.
- 11.7** Offences such as failure to contain trading activity and street furniture within the permitted dimensions on the Licence will result in a Fixed Penalty Notice (see condition 20.4.2) issued for a highways obstruction.

## 12 Stall/ Receptacle

- 12.1** All Licence holders must trade from a Stall/ gazebo approved by the Council, consisting of a full frame, canopy/Awnings, and weights when required, that fits their pitch; unless the Council has specifically undertaken to provide a Stall/gazebo. Alternatively, traders may apply to trade from a Stall Vehicle designed for that purpose, which must be approved by the Council
- 12.2** All stalls/gazebos shall be of an approved type, suitable for the purpose to which it is to be used and shall be kept in a clean condition and in good repair. A Stall shall be repaired and/or repainted within one month of a written request from the Council. A Stall that is or becomes unfit for purpose of trading or beyond repair in the opinion of the Council must be replaced with one fit for purpose within one month of a written request by the Council.

- 12.3** The Council exercise the right to designate the type of Stall/gazebo that can be used for trading purposes in each designated Street Trading location, If it is considered to be in the interests of the ongoing sustainability of the Market or Street Trading within the Royal Borough of Greenwich for example due to redevelopment of a particular area, the type of Stall/gazebo authorised to use for trading may be varied following consultation and reasonable notice.
- 12.4** The Council will not accept responsibility for any loss or damage suffered by Street Trading Licence holders due to any Stall/gazebo purchase decision made without written permission or authorisation by the Council or any other actions taken by us.
- 12.5** Any Stall, gazebo or furniture deemed to present a risk or hazard shall, at the request of an Authorised Officer, be removed from the market/ street trading area immediately. A Licence holder shall ensure that any Stall, gazebo, Receptacle etc is safe in its construction, sitting, erection and use and shall not cause injury to any person. Makeshift structures are not acceptable.
- 12.6** All Stalls/gazebos/ receptacle/trading vehicles shall be identified with the name of the owner or Licence holder if they are the owner. If a Licence holder is found leaving a stall/gazebo, receptacle, trailer, or other type of trading vehicle overnight in a trading pitch, parking space and/or loading bay they will be charged the daily rate until it has been removed. Failure to remove it will result in the revocation of their street trading licence and the Licence holder will be subject to further enforcement actions, including revocation of Licence and a £1000 fine (see condition 20.1).
- 12.7** Street Trading and Market inspectors will from time to time inspect stall set-ups to ensure an acceptable standard of appearance is maintained and request appropriate changes to enhance the Market or Street Trading sites.

## 13 Market Trader Assets

- 13.1** Where any gazebos, lights, tables, chairs or other assets are provided by the Council for the Market Traders, they must be used accordingly. If the following conditions are not adhered to, we reserve the right to suspend/revoke the Market Trader's use of the items.
- 13.2** The Market Trader is responsible for ensuring that the assets are arranged in a safe, clean and orderly manner within the Pitch Limits.

- 13.3** The Market Trader will pack away and store the assets in their trailer/storage unit overnight, assets such as batteries for lights will be charged by the Market Trader when necessary.
- 13.4** The Market Trader will be liable for any costs or charges incurred for repairs or replacement parts caused by misuse and neglect.

## 14 Refuse and waste

- 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, e.g. 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 practicable.
- 14.2** Licenced Street Traders are responsible for removing all waste generated by their business from the site at the end of each trading day. Licenced Street Traders must not use public litter bins for commercial waste.
- 14.3** The Licence holder shall keep the pitch area clean and sweep away any debris throughout the Trading Day, in particular it 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.
- 14.4** The Council reserves the right to specify the level of waste collection that is included in the Market Licence fee and reserve the right to make additional charges for any excess waste generated. For the purpose of assessing the level of waste generated, any Refuse left on a Market Licence holder's pitch, or which can otherwise be reasonably attributed to them will be included.
- 14.5** 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.
- 14.6** Licence holders shall always keep their pitch and the immediate area around the pitch clean during the course of trading and must ensure that the pitch is left in a clean and tidy state at the end of trading. The Council reserves the

right to charge a Licence holder the additional cost of cleaning the pitch where the Licence holder has left the pitch in a dirty and poor state at the end of trading. Any Licence holder cooking on site must ensure that there are no fat, oil or other deposits made on their pitch or anywhere within the market area.

- 14.7** Licence holders shall ensure that all wastewater 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 wastewater 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 this trading condition.
- 14.8** Licence holders shall ensure that 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 conditions. Footway/pitch areas must be cleaned and left oil free during and at the end of trading.
- 14.9** Under UK Law (Environmental Protection Act 1990 and Water Industry Act 1991), waste cooking oil must be disposed of through a licenced waste contractor. It is illegal to pour oil down into drains, into public bins or household recycling facilities. Cooking must be stored in a sealed, clearly labelled, leak-proof container. Licence holders must use a registered waste oil collection company to collect it regularly. Licence holders must keep a copy of Waste Transfer Notes provided at each collection (must be retained for at least 6 years), Licence holders will be required to provide proof of this on request.
- 14.10** Licence holders are required to have in place a commercial waste agreement with a registered carrier of waste if fish waste or any other waste covered under the Animal-By-Product legislation is a part of the Licenced Street Traders' Street Trading operations.
- 14.11** Licence holders and their Manager/Assistants will be held accountable for the costs to unblock drains/gullies if evidence supports that Animal By-Product, fish water/waste, grease/oil have been deposited into drain and gullies. In addition to recovery of costs, those responsible may be subject to further enforcement sanctions which could lead to a revocation/refusal to renew a Licence.

- 14.12** Licence holders and their Manager/Assistants will also be reasonably required to participate in any current or future recycling, fair trade or other green initiatives promoted by the Market or the Council. Failure to participate will be regarded as a breach of Licence conditions.
- 14.13** Licence holders and their Assistants are expected to recycle cardboard boxes and support the collection of refuse by removing any unwanted products from boxes, flat packing all the cardboard and stacking neatly adjacent to their Stall, ready for collection.
- 14.14** Licenced holders and their assistants must also give every assistance to any Council Officer or contractor employed in refuse and/or cleaning services.
- 14.15** All pallets and trolleys/carts and cages (used to carry and store stock or for the purposes of transporting stock around the trading area must be removed from the site after setting up. Traders must remove/arrange collection of all pallets and trolleys/carts and cages from the site at the end of each Trading Day. It is the trader's responsibility to remove all pallets and trolleys/carts and cages and not to discard or dump them on the trading area or side streets. Any discarded or dumped pallets/trolleys/carts and cages will be treated as fly-tipping and appropriate enforcement sanctions taken against perpetrators may be taken to include issuance of Fixed Penalty Notice/s or prosecution proceedings and or revocation of their Licence.

## 15 Services 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 Street Trading and Market Service. No electrical connection may be made without our consent. Traders using electricity are not permitted to draw more than 16 amperes at any one time.
- 15.1.1** If Licence holders draw electricity through the in-ground electrical units (IGUs), then they must only use the unit allocated to them by the Street Trading and Market Service. The IGUs are to be treated respectfully; any locks, keyholes, socket caps and pneumatic arms are kept functional, and the units is kept clean and free of litter. This requirement is in place whether or not the IGU is shared amongst traders. Licence holders must immediately report any defects/damage to the IGU that they use to the Street Trading and Market Service.

- 15.2** Licence holders shall ensure that any connection for the purpose of supplying electric light and/or power shall be readily detachable and that no electrical cables cross the highway. All electrical connections/cabling must be weather resistant and manufactured for external/outdoor use (for example arctic cables with caravan style plugs). They should be placed and maintained to prevent any electrical short circuit or danger from electric shock and not create a hazard. Anti-trip cable matting must be used where necessary or as directed to by the Street Trading and Market Inspectors.
- 15.3** The use of electricity is restricted to 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. 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.
- 15.4** A Licence holder will be subject to automatic suspension of their Licence if it is proven that they've tampered with or used an electrical supply, or other amenity, without payment.
- 15.5** A Licence holder will be liable for damage to any installation or facility provided by us for the purpose of supplying electricity, waste or other amenity, if it is shown that such damage was caused by their actions or neglect or that of their registered Assistants acting on their behalf. Any trader responsible for such acts may be subject to a separate prosecution or civil proceedings.
- 15.6** The use of electrical or petrol generators is not permitted unless prior written permission has been granted by the Street Trading and Market Service. Any generators used must be 'silent running' generators.
- 15.7** Licence holders are required to have the necessary gas/electrical safety certificates.
- 15.7.1** All electrical equipment must be tested by a suitably qualified electrician at the Licenced Street Trader's expense, a competent person (which includes NAPIT and NICEIC engineers) must sign the certificate. Copies of electrical safety test certificates must be deposited with the Council before written approval will be given by the Council.

**15.7.2** If gas supplies are to be used, they must be approved by the Council in writing be demonstrably compliant with relevant safety requirements. Licence holders shall provide to the Council (Street Trading and Market Service) annually a Gas Safety Certificate pursuant to the Gas Safety (Installation and Use) Regulations 1998 all gas equipment at the Licenced Pitch. All gas equipment/canisters must be installed by a commercial Gas Safe Register engineer and used in accordance with legislative requirements and health and safety guidance for such equipment. Camping equipment is strictly prohibited. Gas cylinders must be contained appropriately within the confinement of the pitch, away from naked flames or direct sunlight and caged securely. LPG gas bottles are only permitted for hot food preparation and only with prior written permission from the Street Trading and Market Service.

**15.7.3** Licence holders will be required to produce the above certificates within 24 hours of being asked by Authorised Officers. Failure to produce the certificates will result in the Licence holder being suspended from trading and they may be subjected to further enforcement action.

- 15.8** All arrangements to connect Stalls to adjacent Premises for electricity must notify the Council in writing in advance unless in the case of an emergency or circumstances sufficiently unforeseeable, in which case the Council must be notified within 24 hours of such arrangements being introduced. All connections shall be readily detachable and shall not obstruct a street and meet all health and safety regulations.
- 15.9** All Licence holders intending to use an electrical supply must obtain the Council's written consent before seeking installation of the supply by an electricity supplier. Where the supplier of electricity is not the Council, the Licence holder and the electricity supplier shall indemnify the Council in writing in respect of the safety of the supply before written consent is given by the Council.
- 15.10** Licence holders shall disconnect from an electrical supply when directed to do so by an Authorised Officer and given the reasons for this request.
- 15.11** The Council reserves the right to check all or any equipment used by Licence holder, at any time. The trader will immediately give access upon request from an Authorised Officer.

- 15.12** Traders should ensure appropriate ground sheets/ matting are placed across the entirety of their pitch area to absorb grease and oil spillages.

## 16 General Health and Safety

- 16.1** All Licence holders must adhere to safe working practices and promote this by:
- 16.1.1** Knowing their individual responsibilities, and responsibilities as employers in relation to the Health and Safety at Work Act 1974
  - 16.1.2** Adhere to all safety measures whether given verbally or in writing.
  - 16.1.3** Ensure working practices in their area of responsibility are kept up to date.
- 16.2** All Licence holders should not bring or allow any animal onto your pitch or within the market area at any time, unless they are registered guide dogs or assistance animals.
- 16.3** All Stalls or vehicles or parts thereof used for cooking shall be equipped with a dry powder type fire extinguisher, fire blankets and a carbon dioxide fire extinguisher which shall be placed near any electrical installation to the satisfaction of the Fire Service Authority/ Council officers

## 17 Food Sellers and Fresh Produce

This condition (17) only applies to Licence holders who sell food or fresh produce.

- 17.1** Traders who wish to sell food must provide a Level 2 food hygiene certificate and proof of being a registered food business with the appropriate authority for the area in which their business is based, accompanied by a letter of inspection and food hygiene score. Anyone else who is associated with the business, through selling or serving food, are also required to have a Level 2 Food Hygiene Certificate.
- 17.2** When applying for a Licence, only traders that have achieved a minimum standard of a 4\* food hygiene rating or above will be considered for a Street Trading Licence.
- 17.3** During the lifetime of a Licence, any premises which receives a food hygiene rating of a 1\* to 3\* shall have their Licence temporarily suspended until such time they complete the reasonable adjustment and receive a 4\* or higher on

the follow up visit. Any trader that fails to achieve this will have their Licence revoked.

- 17.4** Any temporary food licence is valid only for the trading area specified on the registration card and for the food specified.
- 17.5** All food sellers are to have access to appropriate facilities to maintain adequate personal hygiene including facilities for the hygienic washing and drying of hands, hygienic sanitary arrangements and changing facilities. Where foodstuffs are cleaned as part of the food business' operations, adequate provisions is to be made for this to be undertaken hygienically.
- 17.6** All food sellers to comply with allergens information requirements in particular the need to signpost where allergen information can be obtained, either in written or oral formats.
- 17.7** Food handlers are to have adequate facilities and/or arrangements for maintaining and monitoring suitable food temperature conditions.
- 17.8** Food Safety related documentation and evidence of monitoring should be available at the stall at all times and provided upon request by Environmental Health teams.

## 18 Storage

This condition (18) applies only to Market Traders who hire storage space at the Market Compound.

- 18.1** Only the trader allocated the storage facility, members of the Royal Borough of Greenwich staff, or others authorised or accompanied by the trader may have access to the unit. The containers will only be accessible during set hours as declared by the Royal Borough of Greenwich.
- 18.2** Goods are stored at the Market Traders risk; the Council is not liable for any damage or theft to the stored goods.
- 18.3** Market Traders who lease a container from the Council are not permitted to hold keys for the market compound gates or open any associated locks, unless given authorisation by the Market and Street Trading Team & the Head of Service.
- 18.4** Any Market Trader who leases a container and 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 sanctions regardless of whether the debt is discharged in the meantime. This may include the request to revocation of a leased container. The Council will provide 28 days' notice of revocation of container to facilitate the Market Trader to make alternative storage arrangements.

- 18.5** The container must be available for inspection by an Authorised Officer's request, failure to comply with these rules will result in the Council repossessing the container and any outstanding fees will still be owed.
- 18.6** Any damages to the container(s) leased from the Council that incurs repair charges are not the liability of the Council and will be charged to the Market Trader.
- 18.7** The containers must only be used to store items that are legal and within the Commodity Regulations and relate to their trading on the market.
- 18.8** Subletting of any leased container by a Market Trader will result in the issuance of 28 days' notice to remove Goods and the Council will revoke the leased container. Any costs accrued in the process will be chargeable to the Licence holder.
- 18.9** The Council reserves the right to request the return of a leased container if the Market Trader has not attended the market for 51% of the trading day on the Licence over a period of three months. The Council will provide 28 days' notice of revocation of container to facilitate the Market Trader to make alternative storage arrangements.

## 19 Conduct and Behaviour

- 19.1** The Royal Borough of Greenwich will not tolerate abuse or intimidation of any sort. Licence holders are required to ensure that they and their Managers/ Assistants are at all times competent, courteous and helpful treating members of the public, other Licence holders, the Street Trading and Market Inspectors and any other Council officers or staff from other agencies fairly, reasonably and with respect. The Council has a zero tolerance to any form of violence, aggression or discrimination towards our staff.
- 19.2** Licence holders or their Assistants must not commit any acts of harassment. Harassment is considered to include, but is not limited to:

- 19.2.1** Discriminatory: unwanted, harmful and unfair treatment towards an individual that is based on the ground of age, disability, gender, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, or other status. (Equality Act, 2010).
- 19.2.2** Physical: unwanted physical contact or action directed at an individual and/or their property, such as direct threats with intent to harm/damage and physical attacks such as hitting, kicking or punching.
- 19.2.3** Sexual: unwanted conduct of a sexual nature which, regardless of intention, violated someone's dignity and/or creates an intimidating, hostile, degrading, humiliating or offensive environment for someone. This includes inappropriate physical contact or remarks about a person's body or clothing, unwanted messages, calls or gifts.
- 19.2.4** Psychological: unwanted behaviour or actions that can negatively impact an individual's mental wellbeing, such as persistent belittling comments, spreading rumours, rude jokes or inappropriate gestures. No bullying behaviour will be tolerated. 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 trading area into disrepute.
- 19.3** 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 by complying with any reasonable request or instruction. This includes attending requested meetings with the Street Trading and Market Services to discuss any concerns or contraventions. Such requests may include the production of documents such as those related to food registration where applicable.
- 19.4** Notwithstanding the terms and conditions contained in this Licence, the Licence holder shall comply or ensure compliance with any order or instruction given by any emergency service officers for the prevention of obstruction of annoyance to the public or the occupiers of any premises or property or in connection with any emergency or disturbances. This includes orders or instructions to close the premises for a limited period or on any occasion when such police officer, in the exercise of his or her discretion, may consider it necessary in the public interest to give such an order or instruction.
- 19.4** Any complaints deemed by the Street Trading and 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 officers 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.

- 19.4** Acts of coercion, including the offering of bribes or inducements by Licence holders and/or Assistants to Officers will also be deemed to be a breach of conditions and those responsible may be subject to further enforcement sanctions, including prosecution.
- 19.4** Any allegations made by Licence holders or their Assistants against members of the public, other Licence holders or Council officers 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 Licence or be a registered Assistant may be called into question. Said act will also be deemed to be a breach of conditions and those responsible may be subject to further enforcement sanction, which could lead to a revocation/refusal to renew a Licence.
- 19.4** In order to protect our community, any existing Licence holder or who is convicted, cautioned, arrested, warned or admits to the commission of any offence relating to assault, harassment, criminal damage, 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.
- 19.4** Licence holders and their assistants are strictly prohibited from trading whilst under the influence of alcohol or illegal substances. If found to be doing so it will be deemed to be a breach of conditions and those responsible may be subject to further enforcement sanctions, including revocation/ refusal to renew a Licence.
- 19.4** Licence holders and their Assistants must comply with all relevant national and local legislation relating to money laundering and fraud.
- 19.4** The Licence holder is not permitted to use a loudspeaker or any other voice amplification device for the purpose of advertising, trade or business unless agreed by an Authorised Officer in writing.

## 20 Fees and Charges

- 20.1** 'Trading Charges' includes the pitch fee and the relevant fees for waste/refuse, electricity and storage.

- 20.2** The Licence holder shall pay all trading fees and charges in connection with the Licence on the dates and intervals specified by the Council upon the issue and/or renewal of the Licence and in the manner agreed as appropriate for payment by the Council.
- 20.3** 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. An outstanding pitch charge of 4 weeks or more is classified as significant arrears. We therefore reserve the right to undertake further enforcement sanctions 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.
- 20.4** Any Permanent Street Trader or Market Trader who fall into arrears within the period of their Licence must clear the debt in full. If a repayment plan is agreed between the Council and the trader and it is not adhered to, the trader will automatically be referred to the Street Trading and Market Panel in which they will be at risk of suspension or revocation of their Licence.
- 20.5** All Fees and Charges must be fully paid within the financial year and any Permanent Street Trader or Market Trader in arrears during the renewal process will not have their Licence renewed and will be prohibited from trading from 1<sup>st</sup> April on a Permanent Street Trading or Market Licence. See condition 3.10.
- 20.6** Any Licence holder requesting a Street Trading variation must be debt free, with no enforcement sanctions on file at the time of the request and for at least six months consecutively preceding the request.
- 20.7** The Council reserves the right to commence proceedings in the county court to recover all arrears or monies owing to the Council. This is without prejudice to any enforcement sanction that has been or may be taken by us.
- 20.8** The Licence holders are 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 14 days of us demanding payment from them. This is without prejudice to any enforcement sanction that has or may be taken by us of any other agency.
- 20.9** The Licence holder will automatically be set up for e-billing and must write to the Street Trading and Market Service if they do not wish for their email to be shared with the Finance Service.

## 21 Absence and Sickness

This section applies to Permanent Licenced Street Traders and Permanent Market Traders only.

- 21.1** In any cases of sickness/pregnancy where a Licence holder is unable to occupy their pitch, they should notify the Street Trading and 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.
- 21.2** The Council will waiver Trading charges, excluding storage fees, for a four-week period of absence due to medical absence. Trading charges will only be waived *if* the Licence holder provides the Street Trading and Market Service with a medical certificate no later than 7 days after the first day that they were unable to trade. The Licence holder must meet the costs of obtaining any certificate(s).
- 21.3** All trading charges, including storage fees, shall be payable to the Council if a medical certificate is submitted retrospectively and not at the beginning of the four-week period of sickness. The Licence holder is required to pay all Street Trading/Market charges regardless of unauthorised sickness or unauthorised holiday absence.
- 21.4** During periods of medical absence, 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 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.
- 21.5** Where any sickness continues for a period of more than four weeks, the Licence holder will be required to pay all Trading charges.
- 21.6** After three months of continued absence, including medical absence, the Licence holder's situation will be assessed by the Street Trading and Market Service who will review the suitability of the absent Licence holder to continue to hold a Licence. If it becomes the case that they are unable to return in person and attend their pitch to the full extent required by their Licence, then they shall be given the opportunity to surrender it or retire on

ill-health grounds, in the absence of a successor being nominated in accordance with 3.10.

- 21.7** A Licence holder who is an expectant mother shall be permitted to deposit her Licence with the Street Trading and Market Service for up to nine 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.
- 21.8** 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. The Council's decision shall be final.

## 22 Enforcement

- 22.1** Any Licence holder, Manager or Assistant who contravenes any of the conditions of their licence shall be guilty of an offense and liable on summary conviction to a fine not exceeding level 3 (£1,000 as at 28<sup>th</sup> June 2020) of the standard scale as provided by section 34 (1) of the London Local Authorities Act 1990 (as amended) and section 22 (1) of the Sentencing Act 2020. The Council reserves the right for its Authorised Officers to prosecute any person who contravenes the conditions of their Licence.
- 22.2** 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:
- 22.3.1** The issue of verbal warnings, where the trader will be advised they are breaching their Terms and Conditions, and if appropriate be a given a time period to fix the issue (time to fix the issue will be dependent on Authorised Officer's discretion. If the offence is

deemed to be causing a major issue the time given may be shorter than other offences).

- 22.3.2** Written and Final warnings, the Licenced trader will be issued a formal warning in writing: stating the offence, and if appropriate time to fix the issue (the time set will be at the discretion of the Street Trading and Market Inspectors depending on the offense committed). If persistent contraventions occur a final written warning will be issued.
- 22.3.3** The issue of a Fixed Penalty Notice (FPN), the Licence holder will be issued with a FPN for the offense committed. If an FPN is issued the Authorised Officer will document evidence in the form of notes and photographs (where applicable).
- 22.3.4** Seizure of goods and other materials, where applicable the authorised officer may seize goods and issue a FPN for the offence committed and the goods/materials may be used in evidence if the Council chooses to prosecute.
- 22.3.5** Revocation of Licence. 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. The Council reserves the right to skip stages where the offence or contravention is considered serious and appropriate to do so, including immediate suspension pending investigation.
- 22.4.** Where it is necessary to carry out a full investigation, the case will be progressed without undue delay (maximum period four weeks). During this time Licence Holders will be unable to trade until the investigation is complete.
- 22.5.** Once the investigation is completed unless the Licence is revoked, the trader can resume trading. Investigations will only be carried out by Authorised Officers within the Service and conducted in a confidential and timely manner.

- 22.6.** If an enforcement sanction is issued, the Licence holder has the right to appeal the enforcement action taken against them. All appeals should be made to the Street Trading and Markets Service within 7 days of any action being taken.
- 22.7.** If the Licence has been revoked, the trader has the right to appeal the revocation and can do so in writing to the magistrate's court within 21 days of the decision.
- 22.8.** Any revocation of a Licence will result in the trader being unable to apply or hold a Licence in the Royal Borough of Greenwich for the next 3-5 years. The length of time will be decided at the discretion of the Street Trading and Market Service and, when relevant, the Council's Community Safety Service.
- 22.9.** A record of all telephone and in-person contact with the Street Trading and Market Service will be made. This will include dates and times of the telephone calls/meetings, name of the officer making the contact, person spoken to and agreed actions to be taken.

## 23 Sharing Information with Third Parties

- 23.1** The Street Trading and 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 a civil action in the Courts.
- 23.2** To comply with money laundering legislation, the Street Trading and Markets Service will report any transactions for Street Trading Licences or charges which we consider to be suspicious to the relevant agencies.
- 23.3** To comply with the proceeds of crime act (POCA), the Street Trading and Markets Service may share information with third parties who have a legal right to such information such as HMRC and the National Crime Agency when investigating issues such as subletting.