City of Westminster

CONDITIONS MADE BY WESTMINSTER CITY COUNCIL PURSUANT TO SECTION 21(2)(b) OF CITY OF WESTMINSTER ACT 1999 APPLICABLE TO TEMPORARY STREET TRADING LICENCES ISSUED TO A PERSON WHOSE NAME HAS BEEN ENTERED INTO THE REGISTER OF APPROVED CASUAL TRADERS, PURSUANT TO SECTION 21 (6) OF THE CITY OF WESTMINSTER ACT EFFECTIVE 1ST JANUARY 2027

Definitions

1 In these conditions unless the context otherwise requires the following expressions shall have the following meanings:

(i) "Street Trading" shall have the meaning ascribed in Section 2 of the City of Westminster Act 1999;

(ii) "The Council" means Westminster City Council;

(iii) "The Act" means the City of Westminster Act 1999;

(iv) "Approved Casual Trader" means any person whose name has been entered into the register established under section 21(6) of the City of Westminster Act 1999 of persons to whom the Council would be prepared to grant a temporary licence;

(v) "Licensed Casual Trader" means an Approved Casual Trader to whom a temporary licence, casual booking or other written trading authority has been granted or confirmed under Section 21(1) of the City of Westminster Act 1999;

(vi) "Trader" means the Licensed Casual Trader unless the context otherwise requires;

(vii) "Advertisement" means any word, letter, model, sign, placard, board, notice, whether illuminated or not, in the nature of, and employed wholly or partly for the purposes of, advertisement, announcement or direction and includes any hoarding or similar structure or any balloon used or adapted for use for the display of advertisements, and references to the display of advertisement shall be construed accordingly;

(viii) "Authorised officer" means any officer of the Council or any person authorised by the Council for the purposes of the Act, including without limitation Markets officers, City Inspectors, Environmental Health officers, consumer protection officers and any contractors acting on the Council's behalf;

(ix) "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 structure of the stall;

(x) "Casual booking" means a booking, allocation, confirmation or temporary licence issued or confirmed by the Council for an Approved Casual Trader to trade from a specified pitch, site or event

space on a specified date or for a specified period;

(xi) “Council-managed street market” means any street market operated or managed by the Council, including Berwick Street Market, Church Street Market, Maida Hill Market, Rupert Street Market, Strutton Ground Market and Tachbrook Street Market, or any replacement or additional Council-managed market notified by the Council;

(xii) “Electrical Supply” means either an electrical supply in the vicinity of a licensed pitch that is accessible through an electricity supply point provided by the Council or an electrical supply of a nearby premises;

(xiii) “Event brief” means any written operational brief or instruction issued by the Council for an approved themed day, activation, later-day pilot, temporary market arrangement or temporary use of non-market space;

(xiv) “Goods” means any goods, wares, merchandise or other articles that are offered, displayed, exposed or possessed for sale or supply on a stall;

(xv) “Licensed street trading pitch” means a pitch in any street authorised as a place at which street trading may be engaged in by a street trader and includes any temporary alternative place approved by the Council or a duly authorised officer of the Council;

(xvi) “Market operating plan” means any market-specific operating plan, pitch plan, traffic management arrangement or written operational instruction issued by the Council for the safe and orderly operation of a Council-managed street market;

(xvii) “Pitch Limits” means the authorised ground measurements, markings, dimensions or limits defining the area within which a street trading stall, goods, queueing, display and equipment must be contained;

(xviii) “Premises” means any business, residential or vacant premises immediately behind or adjacent to the licensed pitch;

(xix) “Receptacle or Stall” means any structure occupying a licensed street trading pitch that is used by the Trader for the display of goods or in connection with their business and includes all goods offered or to be offered for sale and any additional structure or equipment used as part of the stall or business;

(xx) “Refuse” includes any waste material, including packaging, food waste, waste water, oils, fats, grease and any other waste arising from the licensed trading activity;

(xxi) “Registered Assistant or Assistant” means a person registered with the Council as an assistant to assist the Trader in the business of the stall;

(xxii) “Service” means a service offered for gain or reward;

(xxiii) “Standard Conditions” means the standard conditions prescribed by the Council under section 10 of the Act and applicable to street trading

licences and temporary licences from time to time;

(xxiv) “Temporary licence” means a licence granted under Section 21 of the Act that is valid for a single day or for a period specified on the licence not exceeding six months.

General

2 These conditions apply to approved casual trader registration and to any temporary licence or casual booking granted or confirmed to an approved casual trader under section 21 of the Act.

3 The grant of approved casual trader status, a casual booking or a temporary licence shall not be deemed to give any approval or consent required under any other enactment, regulation, bylaw, statutory provision or Council process. The licence holder is responsible for obtaining any other permission, registration or approval that may be required.

4 The Standard Conditions, any licence-specific conditions, any temporary licence conditions, any relevant market operating plan, pitch plan, event brief, trader handbook, site guidance and any written instruction issued by the Council shall apply in addition to these conditions where relevant. If there is any inconsistency, the more specific licence, booking, event or site requirement shall apply unless the Act requires otherwise.

5 Where these conditions refer to the consent, agreement, approval or authorisation of the Council, the request must be made in writing to the Licensing Service or other route specified by the Council. Any consent, agreement, approval or authorisation may be granted subject to such terms, conditions or restrictions as the Council may specify.

6 Entry onto the approved casual trader register does not guarantee any pitch, booking, event opportunity, renewal, permanent licence, temporary licence or future trading opportunity. Casual bookings are allocated at the Council's discretion, having regard to pitch availability, market need, market mix, event brief, compliance history, arrears, attendance and the Council's policy framework.

7 The licence holder shall comply with any reasonable instruction given by an authorised officer in relation to the booking, pitch, market, event, public safety, accessibility, customer circulation, queueing, waste, cleansing, set-up, pack-down, equipment, vehicles, utilities, conduct or other operational matter.

Registration and bookings

8 No trading may take place unless the licence holder has been granted or confirmed a valid casual booking or temporary licence for the relevant date, pitch, site, commodity, hours and trading format, and has paid any fee or charge required by the Council before trading.

9 Approved casual trader registration, a casual booking and any temporary licence are personal to the licence holder. The licence holder shall not assign, sublet, broker, lend, share for reward,

swap, transfer or otherwise allow another person to trade under the registration, booking, licence, pitch, date or period of use, except through a registered assistant acting in accordance with these conditions.

10 The licence holder shall trade only from the market, site, pitch or temporary location stated on the licence or booking confirmation and only on the authorised date, days, hours, goods, services, commodities, activities, format and principal equipment approved by the Council.

11 The licence holder must make full personal use of the temporary licence or casual booking. The licence holder shall personally attend and supervise the stall for not less than 80% of the authorised trading hours for the booking, unless the Council has agreed otherwise in writing or has accepted an approved absence. A registered assistant may be in charge only when the licence holder is temporarily unable to attend or where the Council has agreed alternative supervision arrangements in writing.

12 If the licence holder has not arrived, placed the stall or receptacle in position and commenced set-up within the timeframe specified by the Council for the relevant market, pitch, event or trading arrangement, the Council may refuse permission to trade for that day or period and may reallocate the pitch. Fees will not be refunded in such cases unless the Council agrees otherwise in writing.

13 The licence holder shall notify the Council as soon as reasonably practicable if they cannot attend, will arrive late, need to cancel a booking, or are unable to comply with the authorised trading arrangements. Repeated non-attendance, late arrival, late cancellation or failure to trade in accordance with a booking may be taken into account when considering future bookings or the licence holder's continued inclusion on the approved casual trader register.

14 The Council may allocate, reallocate, relocate, vary or withhold a casual booking where reasonably required for market operation, public safety, events, works, weather, emergency access, public realm management, compliance, accessibility or other operational reasons.

15 The licence holder shall not materially change the goods or services offered, trading format, menu, product range, principal equipment, power demand, cooking arrangements, pitch layout or branding from that approved for the booking without the Council's prior written approval.

16 The licence holder shall notify the Council in writing without delay of any permanent change to their name, address, email address, telephone number, business details, insurance, right-to-work status or other contact details, and of any change relevant to the terms of their registration, booking or temporary licence.

Registered assistants

17 No trading shall take place unless the licence holder or a registered assistant is present on the

stall.

18 At any one time, the licence holder shall have no more than three assistants registered with the Council for casual trading unless the Council has expressly agreed otherwise in writing.

19 The licence holder shall ensure that any assistant working on the pitch is registered with the Council before working, is familiar with these conditions, the Standard Conditions and any site-specific requirements, and complies with them. The licence holder remains responsible for the conduct and compliance of any assistant.

20 All registered assistants shall carry photographic identification, such as a passport, photo-card driving licence or national identity card, when working under the licence or booking. The assistant shall produce photographic identification for inspection by an authorised officer on request.

21 The licence holder shall provide the Council with written notification of any permanent change in the name, address, telephone number or other contact details of any registered assistant within 7 days of the change occurring, and shall notify the Council in writing if a registered assistant ceases to work for them within 7 days of ceasing.

22 The licence holder shall ensure that any individual they register as an assistant has, and continues to have, the legal right to work in the United Kingdom. Where a young person of compulsory school age is employed in any capacity in the course of licensed street trading, the licence holder shall ensure that any required local authority registration or work permit is in place and that written records of hours and duties are kept and produced on request.

Insurance and documents

23 The licence holder shall have third party public liability insurance cover that is effective throughout the period of registration and any booking or temporary licence. The insurance shall cover the licence holder and all registered assistants whilst working on the pitch and shall have a minimum indemnity of £2,000,000, or such higher amount as the Council may specify in writing or in the relevant licence, application guidance or fee schedule.

24 No trading shall take place unless evidence of current public liability insurance is available on the stall in hard copy or electronic form and has been provided to, or is otherwise held by, the Council where required. The evidence shall be made immediately available for inspection by an authorised officer on request.

25 The licence holder shall keep the temporary licence, booking confirmation or other Council-issued authority, together with these conditions and any relevant Standard Conditions or event brief, available on the stall at all times that they are trading. The licence holder shall display any registration plate, identification plate, casual trader number, photograph or other identification issued by the Council in the manner specified by the

Council.

26 The licence holder shall keep a record of the name, address and contact details of the suppliers of their goods so that, for any item on the pitch, the supplier can be contacted if required. Supplier contact details shall be provided to an authorised officer on reasonable request.

Pitch, set-up and presentation

27 The licence holder shall trade only from a receptacle, stall, vehicle, trailer, table, counter, display system, sign, cover, awning, equipment or other trading infrastructure that has been approved by the Council and that is set up in accordance with the approved design, layout and booking requirements. Receptacles used for the sale of food shall be maintained and regularly cleaned to protect food from contamination.

28 The licence holder shall only arrive at, set up, trade from, pack down and leave the pitch or site during the days, times and operational windows specified on the licence, booking confirmation, market operating plan, event brief or other written instruction issued by the Council.

29 The trading area shall not exceed the dimensions specified on the licence or booking and, where applicable, any pitch limits marked on the ground, except during immediate restocking. All goods, containers, packaging, equipment, signage, customer-facing material, queueing, product sampling and ancillary activity shall be contained within the authorised pitch or site footprint unless the Council has expressly approved otherwise.

30 The licence holder shall display goods in a neat, organised and presentable layout. Items must be arranged to ensure good visibility and safe access for customers, with floor areas kept clear of clutter or obstruction. The licence holder shall manage any queues so that they do not create unreasonable obstruction, nuisance or accessibility impacts.

31 The licence holder shall not connect any part of their stall, advertisements or goods to any other stall, electricity bollard, socket pillar, lamp post or other street furniture, except for an approved electric cable connected to an approved electrical supply point. No barriers shall be used on or around a licensed pitch unless the Council has given specific consent.

32 Any advertising, signage, menu board, branding, decorative material or customer-facing material shall be proportionate, visually appropriate, limited to what is necessary for lawful trading, and located within the approved pitch or site footprint and approved stall or receptacle design unless the Council expressly authorises otherwise. No free-standing advertisements, A-boards, three-dimensional representations of products, replica products, balloons, flags or similar promotional items shall be used unless expressly authorised by the Council in writing.

33 The licence holder shall ensure that all goods displayed on the pitch, save for works of art or

antiques, are priced so that customers can determine the price without assistance from the licence holder.

34 When parking restrictions are in force, the licence holder shall not leave any vehicle in the street in which they trade unless the vehicle is the licensed receptacle, is temporarily parked for loading or unloading during set-up or pack-down, or is parked lawfully in approved parking spaces. Loading and unloading shall be carried out as quickly as possible and the vehicle shall be removed immediately on completion. Engines shall not be left idling unnecessarily.

35 The licence holder shall not store any receptacle, equipment, goods, packaging or other trading material on the public highway except where the Council has given prior written consent. Where the Council requires an approved place of storage, the licence holder shall use that approved place and shall not allow unauthorised persons to access any shared storage space.

Food, health, safety and utilities

36 No trading involving the sale, preparation, cooking, storage or handling of food shall take place unless the licence holder complies with all current food safety and food standards legislation, food business registration or approval requirements, and any Environmental Health or Council requirements applicable to the booking.

37 If authorised to sell food, the licence holder shall provide a first aid box on the stall that is readily available for use at all times that they are trading.

38 Where compliance notices or written requirements are issued regarding food safety, food standards, health and safety, waste, utilities or other regulatory matters, the licence holder shall address those matters within the notice period or timescale specified by the relevant enforcing authority or authorised officer.

39 The licence holder shall ensure that the stall, equipment and trading operation are maintained and operated safely and in compliance with all applicable health and safety legislation. The licence holder shall take all reasonable steps to prevent risk to the public, neighbouring premises, staff and other traders, including keeping the trading area free from trip hazards and ensuring cables are suitably protected.

40 Heat-producing equipment shall be placed within the trading area so as to maximise safety to the public, neighbouring stalls, neighbouring premises and the licence holder. The licence holder shall not materially change approved equipment or introduce additional cooking, heating, gas, electrical or other safety-relevant equipment without the Council's prior written approval.

41 Where an electrical supply has been provided by the Council for use by the licence holder: (a) no electrical supply other than that provided by the Council shall be used on the stall unless the Council has given prior written consent; (b) the licence holder shall ensure that all electrical

equipment is compatible with the supply and does not exceed the rating of the supply; (c) the licence holder shall pay all fees or charges incurred in their use of the supply in the manner and within the period specified by the Council; and (d) the licence holder shall be liable for repair costs where damage is caused by their or their assistants' reckless behaviour or deliberate misuse.

42 The licence holder shall only use the electrical supply of a premises where no Council electrical supply point is provided and where the Council has given prior written consent. In such cases, the licence holder shall obtain the written consent of the bill payer and the Council in advance, all supply lines shall be overhead with a clearance of at least 2.6 metres, no cables shall be trailed along the ground, and supply lines shall be securely installed and protected from damage and water ingress.

43 A generator shall only be used where no electricity supply has been provided by the Council and where the Council has given prior written consent. No petrol-powered generator shall be used. Any generator shall be located within the pitch limits, kept away from combustible materials, adequately ventilated, not accessible by the public, and operated so as not to cause noise or fume nuisance. Only one fuel can with a maximum capacity of 5 litres shall be stored within the pitch limits and it shall be kept away from heat sources.

44 All electrical connections shall comply with the current edition of the IET Wiring Regulations and the Electricity at Work Regulations 1989, as amended or replaced. The licence holder shall ensure that appropriate safety devices, including 30mA residual current devices where necessary, are used. Electrical equipment shall be inspected by a competent person at appropriate intervals and the most recent inspection certificate, hard copy or electronic, shall be available on the stall for inspection on request.

45 Where gas is used, the licence holder shall ensure through checks and testing that all gas appliances, flues, pipework and safety devices are maintained in a safe condition and visually inspected before trading on any day. Gas appliances and associated equipment shall be inspected by a competent person at appropriate intervals and the most recent certificate shall be available on the stall for inspection on request. LPG cylinders, regulators and change-over devices shall be stored and ventilated safely and shall not be placed near drains or avoidable sources of damage.

46 No trading shall take place unless adequate firefighting equipment is provided on the stall and is appropriate for the goods on sale, equipment in use and size of the stall. The licence holder shall be familiar with the operation of that equipment, shall keep it readily available, shall ensure it has been adequately tested by a competent person and shall ensure that all assistants know what to

do in the event of a fire.

Waste, cleansing and environment

47 The licence holder has a duty of care for all refuse and waste arising from the trading operation. All refuse shall be placed in suitable covered containers approved by the Council and provided by the licence holder unless otherwise provided by the Council. Waste shall be separated, contained and presented in the manner directed by the Council. Commercial waste shall not be placed in public litter bins.

48 Refuse containers for non-liquid waste shall be emptied whenever necessary into any vehicle, container or compactor provided by the Council or otherwise approved by the Council. No refuse shall be swept into the carriageway, gutter or drains.

49 Waste oil, fats, grease, food liquids and wastewater shall not be poured into drains, onto the highway or into the public sewer without lawful permission. The licence holder shall not wash, rinse or hose down equipment, utensils, containers or other items onto the street surface or highway. Such waste shall be stored in sealed, clearly labelled containers and removed from site through a lawful waste contractor or other lawful arrangement. Records shall be kept and produced for inspection on request.

50 Where the licence holder cooks, sells, prepares or handles fish, meat, offal or any other material subject to animal by-product or specialist waste requirements, the licence holder shall dispose of that waste through a commercial waste agreement with a registered waste carrier at the licence holder's cost and shall produce waste transfer or disposal records on request. Bulky waste, stock waste, equipment, clothing, household goods or other waste not collected by the Council shall not be left on the highway.

51 The licence holder shall operate in a way that supports a clean, safe and sustainable public realm. This includes avoiding unnecessary engine or generator idling, using Council-provided electricity where available, not using generators or LPG where prohibited or unauthorised, minimising smoke, fumes and odour, and using recyclable or lower-waste materials where reasonably practicable.

Conduct and reporting

52 The licence holder and any assistants shall give every assistance to authorised officers in carrying out their duties.

53 The licence holder and any assistants shall treat the public, other traders, Council staff, authorised officers and neighbouring premises fairly, respectfully and with courtesy. The licence holder and assistants shall not engage in harassment, discrimination, victimisation, abusive or threatening behaviour, bullying, coercion, intimidation or hate-related conduct.

54 The licence holder and any assistants shall not engage in criminal activity or anti-social behaviour, and shall not trade while under the influence of alcohol or illegal substances. This includes, but is

not limited to, indecent or inappropriate conduct, acts, threats or attempts of violence, verbal abuse or aggression, intimidation, and interference with another trader's stall, equipment, goods or property.

55 The licence holder shall not use, or permit to be used, any radio, speaker, noisy instrument or other equipment to produce music, amplified sound or sales-calling in a way that causes nuisance, obstruction or disturbance to neighbouring stalls, neighbouring premises, residents or the wider public. The Council may require the volume to be reduced or the sound to cease. Any use beyond low ambient sound requires the Council's prior written consent.

56 The licence holder shall notify the Council as soon as reasonably practicable, and in any event within 24 hours where possible, of any serious incident associated with the pitch, including fire, serious injury, gas or electrical incident, serious public safety issue, significant spill, harassment, hate-related conduct or other incident requiring immediate Council awareness.

Damage, removal and emergency control

57 The licence holder shall not intentionally, recklessly or negligently permit their stall, equipment, accessories, goods or activities to cause damage to the carriageway, footway, public realm, Council equipment or other property. The licence holder shall leave the pitch in a clean condition at the end of each trading period and shall be liable for reasonable repair or reinstatement costs caused by their or their assistants' reckless behaviour, deliberate misuse or breach of these conditions.

58 The stall, receptacle, goods and equipment shall be easily and immediately removable unless the Council has expressly authorised a different arrangement in writing.

59 The licence holder or assistants shall remove the stall, goods, equipment or other items, or reduce, vary, pause, relocate or stop trading, where reasonably required to do so by an authorised officer, police officer, officer of an emergency service, or where required because of weather, crowding, obstruction, nuisance, safety, emergency access, works or other public protection concerns.

60 Where the Council requires removal to storage after trading, the licence holder shall remove their stall, receptacle, goods and equipment from the public highway to the approved place of storage within the timeframe specified by the Council for that market, pitch, event or trading arrangement, unless prior written consent has been granted for later removal or for the receptacle to remain in situ between consecutive trading periods.

Compliance and review

61 Without prejudice to the Council's statutory powers, any breach of these conditions, the Standard Conditions, any licence-specific condition, booking requirement, market operating plan, event brief or written instruction may result in

immediate refusal of permission to trade, withdrawal or cancellation of a casual booking, refusal of future bookings, review of approved casual trader status, removal from the approved casual trader register where lawful and proportionate, revocation or non-renewal of a temporary licence, or other enforcement action.

62 Nothing in these conditions limits the Council's powers under the Act or any other enactment, regulation, bylaw or statutory provision, nor the ability of an authorised officer or emergency service to give immediate directions where required for public safety, statutory compliance or the proper management of the public realm.

Informatives

1 The grant of approved casual trader status, a casual booking or a temporary street trading licence shall not be deemed to give any approval or consent which may be needed under any by-law, enactment, regulation or statutory provision other than Section 21 of the City of Westminster Act 1999.

2 The marginal sub-headings inserted into these conditions are for the purpose of convenience only and shall not in any way affect the meaning or construction thereof.

3 Where in these conditions there is reference to the consent, agreement, approval or authorisation of the Council, a request shall be made in writing to the Licensing Service and any consent, agreement, approval or authorisation may be given on such terms and conditions and subject to such restrictions as may be specified.

4 These conditions should be read together with the Standard Conditions, the licence or booking confirmation, any licence-specific or temporary conditions, any applicable market operating plan, event brief, site guidance or written instruction issued by the Council.