

Supplementary Information

HAVANT BOROUGH COUNCIL
LICENSING COMMITTEE
17 June 2015

Dear Councillor

I am now able to enclose, for consideration at the meeting of the Licensing Committee scheduled for 17 June 2015, the following supplementary information that was unavailable when the agenda was printed.

Agenda No Item

7 **Variation to a Street Trading Consent - (Report to Follow)** (Pages 1 - 6)

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HAVANT BOROUGH COUNCIL

LICENSING COMMITTEE

VARIATION TO A STREET TRADING CONSENT – WATERLOOVILLE PRECINCT

Report by Economic Development Officer

Key Decision: No

1.0 Purpose of Report

- 1.1 To consider an application from Mr Jody Rosenthal to keep his catering trailer on site at Waterlooville precinct over night 7 days a week.
- 1.2 This matter has been submitted to the Committee at the request of the ward Councillors'.

2.0 Recommendation

- 2.1 That the Licensing Committee considers Mr J Rosenthal's request to keep his catering trailer on site at Waterlooville precinct overnight 7 days a week.
- 2.2 Should the committee be minded to grant the request, committee will need to agree specifically that the standard street trading terms and conditions be varied in this case to allow Mr Rosenthal to leave his van on the site.
- 2.3 The following conditions will be included on the licence agreement
 - (a) at the request of Havant Borough Council, Hampshire County Council or any contractor working for the aforementioned Mr Rosenthal removes his trailer without question given appropriate notice.
 - (b) HBC may withdraw this variation should unforeseen difficulties attributed to the permanent overnight presence of the trailer be experienced by the local authorities and Police.

3.0 Summary

- 3.1 The standard terms and conditions (appendix A, section 7) provide that vehicles are not left on the highway overnight, the current terms and conditions will be varied for Mr Rosenthal's street trading licence specifically.

- 3.2 The three ward councillors have been consulted, each raised issues with street trading in general but not specific with regard leaving the trailer overnight
- 3.3 The Police were consulted, and suggested a trial period.
- 3.4 Hampshire County Council's Highways engineer has been consulted and replied positively, commenting only that if HCC or HBC or any of it's contractors need the trailer removed for maintenance/cleaning/utilities work that the licence holder remove the trailer without question given appropriate notice.
- 3.5 The street trading licence has been extended on the instruction of the chairman of the Licensing committee under delegated powers. The licence will expire on 3rd May 2016.
- 3.6 The license holder has been vigilant with regard to litter and debris from the van, he has a 5 rating for food hygiene from Environmental Health.
- 3.7 There have been no reported incidences from the Police of anti social behaviour directly attributed to the catering concession.
- 4.0 Implications:** Allowing an exception in this case to our street trading conditions could set a precedent if future traders made similar applications
- 4.1 Resources:**
- 4.2 Legal:** None arising directly from this item.
- 4.3 Strategy:** Street trading in pedestrian area's can enhance the vitality of the area
- 4.4 Risks:** Anti social behaviour, vandalism of the trailer
- 4.5 Communications:** None arising directly from this item.
- 4.6 For the Community:**
- 4.7 The Integrated Impact Assessment (IIA) has been completed and concluded the following: N/A**
- 5.0 Consultation**
- 5.1 Ward Councillors
- 5.2 Police
- 5.3 Hampshire Highways

Appendices:

Appendix A - current Street Trading Terms and conditions **which includes proposed variation at section 7**

Background Papers: None

Agreed and signed off by:

Legal Services: 10 June 2015

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1. Before trading commences details of any trailer or stand from which trading is to take place must be provided to and agreed by the Council.
2. If the holder of this consent requires the supply of any service (electricity, gas or water) or any form of drainage to undertake the trading authorised by the grant of this consent, the holder shall ensure that such supply or drainage is properly obtained, authorised and installed, in all respects and at all times, by agreement with and to the full satisfaction of the relevant service supplier or drainage provider (including the highway authority). Any breach of this condition will lead to immediate revocation of this consent by the Council.
3. (a) During the times of trading you will provide receptacles for litter in the vicinity of your stand. You are required to keep the area in the vicinity of your stand clean and tidy and free from any litter or debris attributable to the trading.
3. (b) At the end of each time of trading, any litter attributable to the trading is to be removed by yourself (or any person employed by you in connection with the trading undertaken pursuant to the consent), and at your expense from the surrounding area.
4. You or the person employed by you shall remove any objects from the highway within one hour or immediately if required to do so as to permit works in or the use of the highway by the Council, Hampshire County Council, the Police, Fire and Ambulance Services, any statutory undertaker or telecommunications operator.
5. You or the person employed by you shall not advertise goods in the area denoted on the plan or on any other section of the Public Highway.
6. You or the person employed by you will ensure that the highway is not obstructed by the trading and/or by any objects placed on the highway in connection with the trading and that the visibility of highway users is not obstructed.
7. Any structures or equipment used for the trading must be removed from the highway at the end of each time of trading and in times of darkness adequate lighting must be provided. **Proposed variation:- The Licence holder Mr Jody Rosenthal is permitted to leave his catering trailer (Buritto man) on Waterlooville pedestrian precinct, 7 days a week at his own risk, on signing this agreement Mr Jody Rosenthal indemnifies Havant Borough Council against any damage, losses, vandalism to his trailer.**
8. Any structures or equipment used for the trading must be sited so that they do not obstruct drainage outlets and access to utility apparatus must be maintained.
9. In undertaking the trading you or anyone employed by you must comply with any relevant statutory or other lawful requirements applicable to the type of trading in question.
10. You or any person employed by you in connection with trading undertaken pursuant to this consent will upon any occasion that you are requested to do by any authorised officer of the Council relocate to such alternative trading location in the vicinity of your designated trading location as may be specified by such officer.
11. You or any person employed by you in connection with trading undertaken pursuant to this consent will upon any occasion that you are requested to do so by any Police Officer in uniform or Traffic Warden in uniform relocate to such alternative trading location in the vicinity of your designated trading location as may be specified by such Police Officer in uniform or Traffic Warden in uniform.
12. You or any person employed by you in connection with trading undertaken pursuant to this consent will clearly display on your stall (or vehicle / trailer if directly selling from it) at all times, a notice issued by the Council confirming that consent has been granted.
13. Throughout the period of the consent you shall (and do hereby) indemnify the Council against all costs, claims, actions and proceedings arising in connection with the grant of this consent.
14. You will at all times throughout the duration of this consent maintain public liability insurance to the sum of £5,000,000 in respect of any one event to cover your trading activity and separately to insure the indemnity obligation contained in condition 13 and must produce to the Council on request the current receipts for premium payments and confirmation of the annual renewals of this policy.
15. If any of the above conditions are not met, the Council may revoke this consent immediately.

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