



Report to Policy Committee

Author/Lead Officer of Report:

Steve Lonnia
Lead Officer for the Night-Time Economy, Counter Terrorism, Sports Grounds and Projects

Tel: 0114 2734264

Report of: Ajman Ali, Executive Director Operational Services

Report to: Waste & Street Scene Committee

Date of Decision: 21st December 2022

Subject: The Council's new Street Food Market licensing initiative

Has an Equality Impact Assessment (EIA) been undertaken?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
If YES, what EIA reference number has it been given? <i>(Insert reference number)</i>				
Has appropriate consultation taken place?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has a Climate Impact Assessment (CIA) been undertaken?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Does the report contain confidential or exempt information?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
If YES, give details as to whether the exemption applies to the full report / part of the report and/or appendices and complete below:-				
<p><i>"The (report/appendix) is not for publication because it contains exempt information under Paragraph (insert relevant paragraph number) of Schedule 12A of the Local Government Act 1972 (as amended)."</i></p>				

Purpose of Report:

This report sets out a proposal to create a Street Food Market Licensing initiative.

Recommendations:

The Waste & Street Scene Committee is recommended to:

- Approve the proposal for a new Street Food Market Licence initiative.
- Approve the Street Food Market licensing documents appended to the report (regulations, qualitative criteria, sites/locations, fees, and licence and conditions).
- Approve promotion of the Street Food Market Licence initiative with immediate effect.

Background Papers:

(Insert details of any background papers used in the compilation of the report.)

Lead Officer to complete:-	
1	I have consulted the relevant departments in respect of any relevant implications indicated on the Statutory and Council Policy Checklist, and comments have been incorporated / additional forms completed / EIA completed, where required.
	Finance: James Lyon, Finance Business Partner
	Legal: Louise Bate, Legal Services
	Equalities & Consultation: None at this stage, will begin if agreed to publish notice of Council's intention. Climate: None at this stage, will begin if agreed to publish notice of Council's intention.
<i>Legal, financial/commercial and equalities implications must be included within the report and the name of the officer consulted must be included above.</i>	
2	SLB member who approved submission: Ajman Ali, Executive Director Operational Services
3	Committee Chair consulted: Cllr Joe Otten, Cllr Mike Chaplin and Cllr Alexi Dimond
4	I confirm that all necessary approval has been obtained in respect of the implications indicated on the Statutory and Council Policy Checklist and that the report has been approved for submission to the Committee by the SLB member indicated at 2. In addition, any additional forms have been completed and signed off as required at 1.
	Lead Officer Name: Steve Lonnia
	Job Title: Lead Officer for the Night-Time Economy, Counter Terrorism, Sports Grounds and Projects
Date: 13-12-222	

1. PROPOSAL

1.0 BACKGROUND

1.1.1 The purpose of this report is to propose a new Street Food Market Licensing initiative.

1.2 INTRODUCTION

1.2.1 The purpose of this project is to improve the on-street food trading offer across the city centre, providing more opportunities for local street food businesses (especially new start-ups) and the creation of individual sites and mini street food markets.

1.2.2 We aim to work in partnership with existing local businesses who have all shown that by bringing together the top brands from around the UK nationally and regionally is a recipe for success and provides an on-street offer that there is a huge hunger for.

1.2.3 Sheffield Markets core values state that we want to create a sustainable portfolio of markets which will offer a vibrant and positive experience for everyone, and feature ambitious traders and small businesses selling both traditional and alternative products.

1.2.4 This proposal will move us away from the traditional offer of burger and chip vans to a modern, alternative street food option, where street food from across the world is on offer and available to everyone.

1.2.5 The **Street Food Movement** over recent years has become a well-established global phenomenon and in the UK is an exciting development in the culinary offer of towns and cities, with gifted food entrepreneurs choosing to bring their menus to the streets rather than through the more traditional route of a restaurant kitchen. Many cities including Leeds, York, Manchester and Birmingham have bought into the ethos of quality street food, and this is one of our aspirations to ensure Sheffield remains as one of the UK's foremost cities.

1.2.6 The challenge for us, therefore, is to find a way to sustainably operate a high-quality street food regime in the central retail core, which can add to the vitality and viability of the street scene, draw visitors between the sites and crucially, increase their dwell time and spend time in the city.

1.2.7 Such an offer will also play a vital role in closing the gap between the daytime and night-time economies, offering those who work in the city centre an attractive culinary offer and attracting families into the city for the early evening. We can mix this with other on-street activities such as Theatre, Music, and other cultural activities.

1.2.8 We want to create and define a platform for Street Food Market traders to thrive in Sheffield City Centre by: -

- Creating a consistent business opportunity for traders
- Attracting a consistent customer base potentially over 3,000 people per month
- Ensuring our fees are fair and proportionate
- Providing a 50/50 approach with 50% experienced traders with 50% new emerging talent
- Creating the potential to provide a single drinks outlet (alcohol and softs)
- Creating the potential to provide low level entertainment
- Removing existing barriers to entry into Street food
- Identifying and nurturing new Food Traders for our Market(s)
- Assisting in the High Street regeneration
- Investment in the future of the City Centre
- Developing the Night-Time Economy
- Showcasing Sheffield's potential

1.3 THE PROPOSAL

- 1.3.1 We propose to offer under the existing Markets designation within the City Centre the ability for businesses / individuals to apply for street food market licences.
- 1.3.2 This will include providing the opportunity / availability for individual business and / or groups of businesses to apply for either single or multi occupancy sites. These will be available on a daily, weekly, monthly, annually or multiple year basis.
- 1.3.3 To support business with their business / financial planning and provide a level of security to enable businesses to invest in upgrades etc. and a little certainty to the businesses in relation to term of the licence for their trade. We will accept and grant where agreed applications for licences for a 5 or 10-year period. Under which the applicant will pay an annual fee to the Council and be subject to the new regulations attached to this report.
- 1.3.4 To support the existing street trading consent holders who we are asking to move under the proposed new scheme, the proposed increases to their fee(s) will be brought in gradually over a three-year period. The council is fully aware and understanding of the difficult challenges all businesses are facing in the current financial climate.
- 1.3.5 Existing traders will also be given three years to comply with the new qualitative criteria and / or purchase a new vehicle if required in recognition of the current financial climate.

1.4 LEGISLATION

- 1.4.1 Sheffield City Council purchased Market Rights in 1899 from the Duke of Norfolk, and since that time the markets have remained the property of the Council. Anyone wishing to hold a car boot, fair, craft or other market must apply to the Council for a licence.
- 1.4.2 The city centre is already a designated market area, and we host many market events, on the Moor where there is regular market presence and on Fargate which is

used more for occasional markets. This process is administered and enforced by the Council's Markets Service.

2. HOW DOES THIS CONTRIBUTE?

- 2.1 The proposal has the potential to bring a whole new experience to the streets of Sheffield City Centre, and an opportunity to work collaboratively with new and existing street food providers. Potentially provide new job / business opportunities and to help businesses take the first step on the ladder towards setting up in and opening a new premises within the city.
- 2.2 The proposal will help support the City Centre Vision by providing opportunities for small and/or new business start-ups to provide a new place to eat, drink, socialise, explore, and relax whilst enjoying the great outdoors and a new culinary experience.
- 2.3 The vision is to create an offer of a new street food initiative that will provide something for everyone, and throughout the daytime, early evening and late-night economies. A diverse offer of food tastes that will match up with the diverse population we have in our great city.
- 2.4 We will help provide a street food experience that is clean, green, safe and vibrant for those that live, work, learn in or are just visiting Sheffield. Our aim is to make Sheffield the place to be, and to increase our reputation as an outdoor city.
- 2.5 The proposal is a small part of a wider project to enhance a night-time economy which is safe, vibrant, welcoming; and works for and welcomes everyone. To enable us to celebrate what we currently have, but to also ensure that we keep looking forward, improving, and aiming to be the best.

3. HAS THERE BEEN ANY CONSULTATION

- 3.1 As part of a pre consultation process for the proposals in relation to the street food market license initiative, we have held face to face discussions with a number of leading street food providers in the city.
 - 3.1.1 We also consulted with existing street trading consent holders prior to the report of the 23rd November 2022 and have again met with them in recent weeks. The comments submitted by those individuals have been taken on board and included in these proposals.
 - 3.1.2 Key points raised by consent holders included current financial climate, financial difficulties traders are facing, being provided with more business security and stability in terms of length of licence, agree acceptable time limits to comply with any new standards – specifically around electric vehicles / emissions etc.
 - 3.1.3 A formal consultation was commenced with existing traders and potential new traders on the 11th November 2022, and the four documents attached at Appendix A to D were circulated for feedback, and comments etc. The consultation will close on 6 January 2023.

3.1.4 We have also undertaken a consultation process with the health protection service, South Yorkshire Police and Fire & Rescue services to obtain their feedback on specific service-related issues. No specific concerns were raised.

3.2 THE DOCUMENTS

3.2.1 The Street Food Market Licence Regulations – this document is attached at Appendix A and sets out the detailed regulations relating to payments, insurance, operation, health & safety, code of practice and complaints etc.

3.2.2 The Street Food Market Licence – this document is attached at Appendix B and sets out the actual licence agreement, and the clauses and conditions of the licence.

3.2.3 The Street Food Market Licence sites and application fees – this document is attached at Appendix C and sets out the proposed sites and fees for the new street food market licensing initiative.

3.2.4 The Street Food Market Licence Qualitative Criteria – this document is attached at Appendix D and sets out the standards and general design principles traders will have to comply with.

4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION

4.1 IMPLICATIONS FOR THE MARKETS SERVICE

4.1.1 There are no negative implications for the Markets Service, however members should note the comments in the Financial Implications section.

4.2 FINANCIAL & COMMERCIAL IMPLICATIONS

4.2.1 There are direct revenue implications as a result of this proposal for the Markets Service.

4.2.3 The first part of the proposal is to change from a Street Trading regime to a Street Food Market Licence initiative, as part of this, five traders would transfer from the old system to the new initiative. The existing annual income from these five traders is a total of £15,982.

4.2.4 Consent holders have generally been allowed to pay their fees in quarterly instalments (in advance). Currently that brings in £3,995.50 per quarter.

4.2.5 It is proposed to increase fees to reflect the current markets rate for sites of this nature around the country. The full list of proposed fees is attached at Appendix C. In brief that will increase the current fee of £1994 to £4144 and the current fee of £5000 to £7780.

4.2.6 It is proposed to increase the fees over a three-year period as set out below.

Bottom of Fargate	-	Ice Cream Trader	-	£5,000 per annum (existing)
Peace Gardens	-	Ice Cream Trader	-	£5,000 per annum (existing)

Fees: will be increased annually over 3 years to reduce the financial burden of a one-off increase.

Year 1 £5,750 (Payable Nov 22)
Year 2 £6,500 (Payable Nov 23)
Year 3 £7,805 (Payable Nov 24)

West Street	-	Hot Food Trader	-	£1,994 per annum (existing)
Sheaf Square	-	Hot Drinks Trader	-	£1,994 per annum (existing)
Howard Street	-	Hot Drinks Trader	-	£1,994 per annum (existing)

Fees: will be increased annually over 3 years to reduce the financial burden a one-off increase.

Year 1 £2,494 (Payable Nov 22)
Year 2 £3,300 (Payable Nov 23)
Year 3 £4,145 (Payable Nov 24)

- 4.2.7 With the new fees in place and the first annual increase agreed, if all five traders change over to the new initiative that will bring in £18,982 per year and £4,745.50 per quarter.
- 4.2.8 Therefore, we will receive £9,491 from these five consents before the end of the 2022/23 financial year.
- 4.2.9 The second part of the proposal is to create several sites which will be available for either single occupancy and/or multiple occupancy trading. The location of these new sites is set out in the attached document at Appendix C.
- 4.2.10 The same document also details the proposed new fees for such sites, the single occupancy is the same as those detailed in paragraph 12.5. The multi occupancy sites based on 2–6 traders (small event) and 7-12 traders (large event), these fees are broken down into several periods of trading (day, week, month etc.).
- 4.2.11 We have been in discussion with several core street food providers over the last six months and have had some very positive discussions. It is expected that we will receive at least one application for a small event market licence which will bring in £10,361 if an application for an annual licence is granted.
- 4.2.12 In summary we are expecting to achieve an income of approximately £15,000 before the end of the financial year. This could increase if discussions with other providers continue in a positive manner.

4.3. LEGAL IMPLICATIONS

- 4.3.1 Full Council passed a resolution on 29 January 2002 that all streets within the Sheffield City boundary shall be designated consent streets. As such, a street trading consent is required to trade on any street. While the resolution remains in force, the Council is required to grant an application for a street trading licence, or the renewal of a street trading licence, unless one or more of the grounds described in Part III, Schedule IV of the Local Government (Miscellaneous Provisions) Act 1982 apply.

4.4 EQUALITY IMPLICATIONS

- 4.4.1 An equality impact assessment will be undertaken as part of the wider street trading project.

4.5 CLIMATE IMPLICATIONS

- 4.5.1 A climate impact assessment will be undertaken as part of the wider street trading project.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 The Council could maintain the status quo. However, in order to secure the benefits outlined in the Report this option is not recommended.

6. RECOMMENDATIONS

- 6.1 Moving forward with the proposals outlined in this Report will improve the on-street food trading offer across the city centre, providing more opportunities for local street food businesses (especially start-ups) and the creation of mini street food markets.

SHEFFIELD CITY COUNCIL

Street Food Trading

Market Licence

Market Licence Number:

THIS LICENCE is made on day of 20.....

This Licence Agreement is made Between:

(1) THE SHEFFIELD CITY COUNCIL of Town Hall, Sheffield, South Yorkshire S1 2HH
(‘the Licensor’)

and;

(2)
.....(‘the Licensee’)

CLAUSES AND CONDITIONS OF LICENCE

CLAUSES

1.0 DESIGNATION

Designated Day(s):

Designated Hours:

Designated Site:

2.0 LICENCE PERIOD

Licence Commencement Date:

Licence Expiry Date:

2.1 The licence period shall be the period from the date that the licence comes in to force as specified above, until the date that the licence expires as stated above (This will normally be a twelve-month period), unless specified otherwise, suspended, revoked or terminated as notified in writing.

3.0 DISCIPLINARY

3.1 For any breach of these clauses, conditions, byelaws, and/or the regulations the penalties as set out in the Street Food Initiative, Market Licence Regulations will apply.

First infraction – Formal written warning

Second infraction – Three days suspension from trading on the market / site

Third infraction – Seven days suspension from trading on the market / site

Fourth infraction – Permanent exclusion from the market / site

4.0 LICENCE FEE

4.1 **The amount:** of £.....POUNDS (inclusive of VAT) is payable on a quarterly basis in advance (or such other amount as the Licensor in its absolute discretion may from time to time determine on giving ONE MONTH'S notice) payable on the 1st day of November, February, May, and August.

5.0 THE MARKET / SITE & STALL

5.1 **Market:** means the City Centre Street Food Trading Market

5.2 **Site:** means

5.3 **Stall:** means any vehicle, trailer or cart as approved by the Council

6.0 PERMITTED GOODS

6.1 Hot & Cold Drinks (Excluding Alcoholic Drinks)

7.0 PLAN / LOCATION

7.1 As per the plan attached to this licence marked "Plan"

8.0 CODE OF CONDUCT

8.1 Means that the licensee(s) and their employees must conduct themselves in a reasonable and orderly manner at all times and in particular must not use offensive or obscene language in any circumstances.

8.2 Full details of the code of conduct are set out in the Street Food Initiative, Market Licence Regulations.

Please note: The schedule of conditions and the paragraph headings shall not affect the interpretation of this agreement.

9.0 THE SCHEDULE

- 9.1 This schedule forms part of this licence agreement and shall have effect as if set out in full in the body of the agreement and any reference to this agreement includes the schedule[s]. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 9.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 9.3 A reference to “writing” or “written” in this agreement excludes faxes.
- 9.4 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to prevent such act or thing being done by a third party.
- 9.5 References to conditions and schedules are to the conditions and schedules of this licence; references to paragraphs are to paragraphs of the relevant schedule.
- 9.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

10.0 LICENCE TO OCCUPY

- 10.1 Subject to the terms and conditions of this licence, the licensor permits the licensee to use the agreed vehicle, trailer, cart on the designated day(s) specified for the retail trade and sale of the permitted goods during the designated hours.
- 10.2 The Licensee acknowledges that:
- 10.3 The Licensee shall use the vehicle, trailer or cart on the day specified as a licensee and that no relationship of landlord and tenant is created between the licensor and the licensee by this agreement.
- 10.4 The licensor retains control, possession and management of the stall and the licensee has no right to exclude the licensor from the stall.
- 10.5 The licence to use the site / stall granted by this agreement is personal to the licensee and is not assignable (transferrable) and the rights given in the clauses above may only be exercised by the licensee.
- 10.6 Without prejudice to the rights under the terms set out above, the licensor shall be entitled at any time to require the licensee to transfer to an alternative site / stall elsewhere and the licensee shall comply with such requirement.

11.0 TERMINATION

- 11.1 The licence to occupy granted by this agreement shall end on the earliest of:
 - a. The licensor giving notice to the licensee at any time of breach of any of the licensee's obligations set out in this licence.
 - b. On not less than 14 days' notice given by the licensor to the licensee or by the licensee to the licensor.
 - c. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

12.0 NOTICES

- 12.1 Any notice (or other communication) required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, to each party required to receive the notice or communication as set out below:
 - a. To the licensor at: The Moor Market, 77 The Moor, Sheffield . S1 4PF and marked for the attention of the Markets Manager.
 - b. To the Licensee at:
 - c. Or as otherwise specified by the relevant party by notice in writing to each other party from time to time.
- 12.2 Any notice or other communication shall be deemed to have been duly received:
 - a. If delivered personally, when left at the address and for the contact referred to in this clause; or
 - b. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting;
- 12.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 12.4.1 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.0 OTHER AGREED PROVISIONS

- 13.1 The licensor reserves right to close the market / site and/or change opening hours/days as circumstances dictate.

14.0 LIMITATION OF LICENSORS LIABILITY

- 14.1 Subject to the above clauses, the licensor is not liable for:
- a. The death of, or injury to the licensee, its employees, customers, visitors, or invitees to the stall / site; or
 - b. The damage to any property of the licensee or that of the licensee's employees, customers, visitors, or other invitees to the stall / site; or
 - c. Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by licensee or the licensee's employees, customers, visitors, or other invitees to the stall in the exercise or purported exercise of the rights granted within these clauses.
- 14.2 Nothing in these clauses shall limit or exclude the licensor's liability for:
- a. Death or personal injury or damage to site / stall caused by negligence on the part of the licensor or its employees or agents; or
 - b. Any matter in respect of which it would be unlawful for the licensor to exclude or restrict liability.

CONDITIONS

The Licensee agrees and undertakes:

- 1.0 To pay to the licensor the licence fee (whether formally demanded or not). The licensee agrees to pay the licence fee by direct debit / debit or credit card but in event of default the licence fee shall remain payable.
- 2.0 Without prejudice to the other rights of the licensor in this agreement, the licensee shall have the right to suspend the provisions of this licence if the licence fee or any part of it remains unpaid and it shall remain suspended until such time as the outstanding licence fee has been paid in full.
- 3.0 To keep the site / stall clean, tidy and clear of waste and refuse and place all waste and refuse which may be produced or which may accumulate in the course of trade from the site / stall in the receptacles provided by the licensor as often as may be necessary to keep the site / stall clean and tidy.
- 4.0 Not to use the site / stall other than for the retail trade and sale of the permitted goods.
- 5.0 Not to make any alteration or addition whatsoever to the stall without the prior written consent of the licensor.
- 6.0 Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the site / stall without the prior written consent of the licensor.
- 7.0 Not to do or permit to be done on the site / stall anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the licensor, members of the public or any other market trader.

- 8.0 Not to do anything that will or might vitiate in whole or in part any insurance effected by the licensor in respect of the market.
- 9.0 To observe and comply with the clause, conditions, byelaws, and regulations governing the licensee's use of the site / stall.
- 10.0 To comply with Health and Safety Legislation, Food Hygiene Legislation and Consumer Legislation and all Acts of Parliament, rules and regulations, byelaws of the Local Authority and other official bodies relating to the sale of goods, trading and employment.
- 11.0 To leave the market / site empty and in a clean and tidy condition at the close of normal business hours on each designated day.
- 12.0 To take out Public Liability Insurance with a minimum cover of £5M in respect of accidental damage caused to the public in respect the permitted goods or the licensee's property and to produce evidence of such insurance to the licensor upon request
- 13.0 Not under any circumstances to encroach with goods or display equipment beyond the perimeter of the stall.
- 14.0 Not to alter the stall structure in any way that compromises the safety of the stall as determined by the duly appointed officer of the licensor.
- 15.0 Not to sell or display for sale any merchandise whatsoever from the site / stall other than the permitted goods and to make a written application to the licensor if any variation to the permitted goods is sought and the decision of the licensor in relation to the application shall be regarded as final.
- 16.0 Not to cause any damage to the site equipment and to repay to the licensor the cost of making good any damage to the site caused by the licensee.
- 17.0 To keep the stall open and properly attended for the sale of the permitted goods during normal business hours unless consent in writing to the contrary is obtained from the licensor.
- 18.0 Access the site with vehicles for the purposes of locating the stall, setting up, loading and unloading goods before 9:00am and after 5.00pm for removing the stall and clearing the site on the designated day(s). All vehicles must be clear of the market area / site during normal business hours.
- 19.0 To immediately notify the licensor if they change their name, address or telephone number.
- 20.0 To comply with all reasonable instructions given by the Licensor's Authorised Officer(s), Police and/or Fire Officer(s)
- 21.0 To indemnify the licensor and keep the licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- this licence;
 - any breach of the licensee's undertakings set out above; and/or
 - the exercise of any rights given in this licence
- 22.0 Any breach of the terms and conditions set out in this licence will automatically incur the relevant disciplinary penalties, the above list is not exhaustive and if it is found that a

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CITY CENTRE QUALITATIVE CRITERIA

CITY CENTRE STREET FOOD MARKET LICENSING INITIATIVE

BACKGROUND

Street food has become a global phenomenon and is an essential ingredient of any vibrant and successful city. In Sheffield we want to promote and develop this exciting development in the culinary offer of major towns and cities, with gifted food entrepreneurs choosing to bring their menus to the streets rather than through the more traditional route of a restaurant kitchen.

In partnership with the Peddler Market (Warehouse), Kommune, and Steelyard Kelham (Container Park) three high quality street food providers we want to provide and serve a strong demand for legitimate street food providers through individual trading pitches and/or multiple trader market events.

Sheffield Markets core values state, that we want to create a sustainable portfolio of markets and traders which will offer a vibrant and positive experience for everyone, and that feature ambitious traders and small businesses selling both traditional and alternative products.

This proposal will help move us away from the traditional burger and chip vans to a modern, alternative street food option, where street food from across the world is on offer and available to everyone.

Our aim is to sustainably operate a high-quality street food regime in the central retail core, which can add to the vitality and viability of the street scene, draw visitors between the sites and crucially, increase their dwell time and spend time in the city.

Such an offer will also play a vital role in closing the gap between the daytime and night-time economies, offering those who work in the city centre an attractive culinary offer and attracting families into the city for the early evening. We can mix this with other on-street activities such as Theatre, Music, and other cultural activities.

We want to create and define a platform for Street Food Market traders to thrive in Sheffield City Centre by: -

- Creating a consistent business opportunity for traders
- Attracting a consistent customer base potentially over 3,000 people per month
- Ensuring our fees are fair and proportionate
- Providing a 50/50 approach with 50% experienced traders with 50% new emerging talent
- Creating the potential to provide a single drinks outlet (alcohol and softs)
- Creating the potential to provide low level entertainment
- Removing existing barriers to entry into Street food

- Identifying and nurturing new Food Traders for our Market(s)
- Assisting in the High Street regeneration
- Investment in the future of the City Centre
- Developing the Night-Time Economy
- Showcasing Sheffield's potential

This scheme is part of the Council's aim to make Sheffield the place to be and have a City Centre that is attractive, vibrant and welcoming to everyone.

Set out below is the qualitative criteria which forms the basis on which to test applications for the grant of designated Street Food Market Licences.

QUALITATIVE CRITERIA

GENERAL DESIGN

- The use of motorised vehicles will only be permitted if they are either electric, or euro 6 compliant. The council aims to reduce emissions and support the city centre, controlled emissions zone.
- We are looking for excellence, therefore good quality display / artwork is an important part of the selling process and top-quality presentation encourages purchase and benefits as well as the trader's reputation.
- It is in the best interest of traders to produce a high-quality design in the vehicle, trailer etc. that will be used to sell from. The function of the vehicle/trailer etc. is to identify the trader and add vitality and colour to the immediate area, and reflect the quality, cleanliness, and performance in their operation. The vehicle/trailer etc. contributes to the overall appearance of the street whether that is for good or bad, therefore design matters to everyone who uses the street, as well as the operator.
- Sign writing and scrollwork must be finished to a standard acceptable to the City Council.
- The unit must be visually acceptable to the City Council (this will include the Head of Markets and the Waste & Street Scene Committee) and be in keeping with the street/area that it is to be located.
- Advertisements on stalls will not be permitted except by permission of the Council in writing and subject to further conditions. The Council shall be the sole judge of what is an acceptable advertisement.
- The Council will reserve the right to not renew, suspend or revoke any licence where it considers the product(s) offered by the operator are not in keeping with the requirements of the site, the qualitative criteria, street food regulations / conditions of licence and the promotion of the City Centre.

- Non-functional elements attached to barrows / handcarts, are not acceptable.
- The general design of the barrow/handcart must meet the requirements of the Council for that location.
- Flame retardant 'skirts' are to be used, if necessary, to obscure the frame, gas bottle etc. They should be designed to 'unify' the barrow/handcart.
- All equipment, tools, gas bottles etc. must be self-contained within the stall/handcart etc.
- Bright colours and a sense of fun are encouraged.
- Finished in flame retardant paint.
- A colour photograph or scale illustration of the proposed handcart must be submitted to the Markets Service as part of the application process.
- No barrow/handcart should have a frontage greater than 3.0 metres or a width greater than 2.0metre.
- Roofs should be no more than 2.5m above ground level.
- Pitched and curved roofs are encouraged.
- Canopies should be high quality with a feeling of 'permanence'. These could be manufactured from either stretched canvas, or woven material, opaque or light metal materials. Clear plastic awning and extensions to the canopy will not be acceptable.
- Canopies must be maintained and cleaned to a high standard.
- Food traders must ensure that any stall design satisfies the requirement of food safely legislation. Staff must be adequately trained in good hygiene (Basic Food Hygiene Certificate and regular on-going training) and records of training must be made available on request.
- Best practise of food hygiene must be adopted by the operator. This includes: -
 - Personal hygiene
 - Hand washing
 - Ill health
 - Prevention of contamination
 - Temperature control
 - Temperature monitoring
 - Cleaning
 - Storage and stock rotation
 - Procedures in the event of freezer breakdown
 - Site cleanliness
 - Waste disposal
 - Pest control
 - Quality control
 - First aid facilities

Food traders must have a minimum food hygiene rating score of 3.

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SHEFFIELD CITY COUNCIL

The Street Food Market Licence Regulations

21st December 2022

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Street Food Market Licence Regulations

1.0 INTRODUCTION

1.1 The Street Food Market Licensing Initiative

Sheffield City Council are aware that consumers continue to choose a more flexible lifestyle and diverse food palette, the street food economy has never looked brighter.

We would like to provide new opportunities within the street food market for new and existing operators to trade in the city centre. With more and more people looking to enter the sector, it can often provide the first step in setting up a business, before moving on to open a permanent outlet.

Street food also has the potential to 'rejuvenate and re-energise the food offering' and has already been shown in many areas to help increase footfall and promote a safer, more vibrant community life.

The council feels that it has a responsibility to work with the food retail industry and small businesses to help both existing and new traders to open, expand, develop and professionalise their business offering in the city, so that they can remain firmly entrenched in our local community for years to come.

Street food can provide quality, sustenance and nutrition and is generally reasonably priced, easily accessible, often nutritious, and offers an endless culinary variety of traditional dishes for every taste.

Street foods are ready-to-eat foods and beverages prepared and/or sold by vendors in the streets, or in premises and other similar places. They represent a significant part of urban food consumption for millions of consumers, particularly in city centres on a daily basis.

Please note that markets are primarily a concourse for buyers and sellers, not a forum for promotion of political parties, views, petitions, collections or other similar activities.

1.2 The Street Food Market Licensing Scheme

These regulations are intended to be fair, reasonable, and proportionate whilst providing the flexibility of the Council's markets operation, replacing the out-dated street trading regime of the past, and will assist us to meet the future needs of street food operators and their customers.

These Regulations set out the penalties for a breach and include a fair and clearly defined process to appeal certain decisions taken by the council's markets service. The council's Waste & Street Scene Committee will hear any such appeals and will be responsible for determining any contested applications, setting policy, fees, processes, and conditions.

It is our aim to work with street food operators to provide a high-quality provision to our residents and visitors to Sheffield City Centre. With that in mind these regulations set out the terms, conditions and criteria which must be adhered to by a trader granted a licence to trade under this scheme. These regulations define the Council's rights as the market operator, and the standards and obligations the Council places upon the trader.

1.3 The Council's Commitment to Street Food Market Licensed Traders

The Council commits that it will administer the Street Food Market initiative in such a way as to ensure: -

- a safe and welcoming environment in which to trade,
- the continuous development and promotion of the markets and events to attract new shoppers and traders,
- a balanced offering with limited duplication with other traders and permanent retail outlets in the immediate area,
- a fair and thorough application process for traders wishing to apply to ensure the market retains a high-quality offer,
- a right of appeal against the suspension and/or termination of a licence with a defined process and timetable, and
- open and two-way communication with all traders, either directly or through their nominated representatives.

1.4 Changes to These Regulations

If the council chooses to change these regulations at any time in the future, it will consult with traders for not less than four weeks (28 days) and will then give a further four weeks written notice before any change take effect.

The daily operation of the market is the responsibility of the markets service (and their authorised/delegated markets officers) who is entrusted and authorised to apply discretion and judgement in the interpretation of these regulations.

2.0 GENERAL

Traders are not permitted to move vehicles on or off the market/site between the hours during which they are permitted to trade as specified in the licence without the express permission of an authorised markets officer.

Traders will be allocated a pre-determined site for their stall/vehicle to trade from, and the size and position of such site will be at the sole discretion of the Markets Service, who reserve the right to change the location and size of a site in the event of exceptional circumstances.

The decision of the markets service in this respect shall be final and is not subject to an appeal. No individual site may be increased in size or vehicle changed, without the prior written permission of the markets service.

All traders must be issued with a street food market licence and sign a declaration form to state that they have read and agree to abide by these regulations. Traders will not be permitted to trade in the market without a valid licence and a signed declaration.

All traders are required to provide proof of public liability insurance cover as required under Regulation 6 to the markets service prior to a licence being granted.

Any permanent trader (annual licence) wishing to cease trading on the market must give a minimum of four weeks (28 days) written notice of their intention to the markets service. Such notice period may be waived by the markets service at their sole discretion. Failure to give the agreed notice will result in the trader maintaining payment(s) for that period and unable to claim any refund until the appropriate notice is given.

Nothing contained in these regulations is to be taken to relieve or excuse the trader from any other existing legal duty.

Nothing herein shall be deemed to create the relationship of landlord and tenant between the Council and the Trader.

All traders shall observe and comply with their licence conditions, these regulations and the byelaws.

3.0 THE LICENCE

3.1 Nature, Term, and Review of Licence

For permanent traders the licence will run for 12 months from the date it is granted, and the licence will be renewed on an annual basis, applications should be made at least 14 days in advance of the expiry date.

Temporary licences will run for the relevant term applied for, for example 1 day, 1 week or 1 month etc. Temporary licences cannot be renewed, each application will be dealt with as a new application.

A licence may be reviewed by the markets service at any time and the trader will be advised in writing that their licence is under review and has 10 working days in which to respond before any decision is taken following the outcome of the review.

The criteria used to review a licence will include but is not limited to issues such as any outstanding fees, and the outcome of any complaint(s).

If following a review the markets service decides to suspend and/or revoke the licence, the trader will be given written notice to cease trading immediately. The trader has the right to appeal any decision to suspend / revoke their licence in writing to markets service and the appeal will be dealt with in accordance with the appeal process as set out in these regulations

3.2 Transfer of Licence

The Licence is non-transferable subject to the regulations below, and traders may not sublet or share their site without the prior written consent of the markets service in writing.

During the term of a licence, a permanent trader who has been trading continuously for a minimum of 10 years in their own name and right may request the council to consider the transfer of the licence to a third party. Any such transfer will be at the sole discretion of the markets service and the council is not obliged to agree to transfer the licence.

Prior to agreeing to a request to transfer the licence, the application shall be reviewed by the markets service to determine whether such a transfer request fits within the street food initiative and ascertain that any new trader can comply with these regulations, the licence conditions and byelaws.

Upon requesting the transfer of a licence, the new trader must provide to the markets service a full application, a fee, and all supporting information as requested.

The decision of the Council is final, and the trader will have no right of appeal where an application to transfer the licence has been refused.

Transfer of a licence upon the death of a permanent trader will be permitted upon supply of all relevant information as requested. The Council will permit a relative or civil partner to take over the licence on production of appropriate documentation. An administration fee as determined by the council will be required in such circumstances.

3.3 Applications

All applications for a licence must be submitted in writing (including electronic applications) using the appropriate form, which is available on the council's website or upon request to the markets service.

The Council will impose a reasonable fee, that is to cover the costs involved in administering and processing such applications and the enforcement of the relevant terms and conditions of the licence, these regulations, and the byelaws etc.

The markets service will consider all applications for sites against the street food trader qualitative criteria, the street food initiative, and the ability to comply with these regulations, the licence conditions, and byelaws.

All unsuccessful applicants for sites will be advised in writing with reasons why their application has been unsuccessful. The trader has the right to appeal any decision to their application in writing to the markets service and the appeal will be dealt with in accordance with the appeal process as set out in these regulations.

4.0 PAYMENT & FEES

Permanent traders may trade for up to 52 weeks per year but will be charged for approximately 48 weeks per year. This slight reduction is to cover for unforeseen circumstances where the council may give notice to the trader that they will not be able to trade on a given date(s). For example, where other events are taking place, construction work is being undertaken, health & safety grounds and/or the prevention of crime and disorder.

Street Food Market Licence Fees and other charges are determined by the Council on an annual basis, and traders will be notified in writing of the council's intention to change any such fees and charges.

The Council reserves the right to revise the basis upon which licence fees and charges are agreed. In such circumstances the council will consult with and consider representations from the traders.

Licence Fees will be reviewed annually, generally during February and March each year, and a written report must be submitted to the Waste & Street Scene Committee to determine fees on an annual basis even if no change is proposed.

The Council reserve the right to conduct additional reviews of fees at intervening intervals if required.

Traders may pay their licence fees in advance of the due date given payment will only be accepted via BACS transfer or Credit/Debit card. Temporary traders may only pay in advance when making their application.

PLEASE NOTE: We do not accept cash or cheques.

If a trader fails to pay any fees that are due, the licence will be suspended immediately in writing, and the trader will not be permitted to trade until the outstanding fee is paid and the suspension lifted.

The Council may decide to review the licence as set out in 3.1 above if fees are unpaid.

5.0 INSURANCE & LIABILITY

5.1 Insurance

Traders must provide evidence that they hold third party public liability insurance at the minimum level required by the council as notified to traders in writing.

PLEASE NOTE: The minimum requirement by the Council is currently £5 million.

Where appropriate, traders that are responsible for employees must hold Employer's Liability Insurance. Under the Employer's Liability (Compulsory Insurance) Act 1969, all employers are required to have a minimum level of cover of £5 million.

It is the responsibility of the trader to know and understand their legal liabilities under this Act, and in respect of all and any other legislation regarding the employment of staff.

5.2 Indemnity

Traders shall indemnify the council against all demands, claims, losses, costs and expenses made against or incurred by the council (including all direct, indirect and consequential loss in relation to but not limited to personal injury, property damage and/or loss or damage to third parties), or damage suffered by the council caused by or arising from the negligence of the trader in connection with the market or arising under or in connection with any facilities provided to the trader under the Licence.

The Council reserves the right to charge any trader the full cost of repair or renewal to any council property related to the markets where, in the reasonable opinion of the council, the trader or anyone working with the trader caused the damage.

6.0 CODE OF CONDUCT

Traders are responsible for their own conduct and that of anyone working on or in connection with their Stall at all times while they are on the Market. A breach of these Regulations by anyone working on or in connection with a Trader's Stall will be deemed to be a breach by the Trader.

Traders are responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.

Traders and those working with them must not:

- use abusive or foul language or intimidating behaviour,
- be abusive to any official of the council,
- discriminate against anyone on the grounds of age, gender, race, nationality, ethnic origin, sex or sexual orientation, disability, gender reassignment, religion, or belief,
- use or permit the use of illegal substances within the footprint of any stall on the market,
- smoke within the footprint of any stall on the market,
- hawk or carry goods about for sale, except where they have express written permission from the markets service to do so,
- sell animals or any other living thing on the market,
- cause or encourage anything that is considered by the markets service to be a nuisance or annoyance to the public or other traders or occupiers of property in the vicinity of the market, and
- make any noise or play music (unless agreed in advance and appropriately licensed) that is considered by the markets service to be a nuisance or inconvenience to other traders, customers, or occupiers of property in the vicinity of the market.

Animals, including pets, (other than assistance dogs) are not permitted on any Market.

Payments to council staff (other than licence fees) or the giving of goods to council staff by traders is not permitted under any circumstances. Acceptance of such payment or goods by council staff will be considered serious misconduct and will render them liable to dismissal.

Any trader found doing so will be given written notice by the council of immediate suspension from the market and the potential termination of their licence.

The trader has the right to appeal in writing to the markets service and the appeal will be dealt with in accordance with the appeal process as set out in these regulations.

The council reserves the right to notify the appropriate authorities if it believes that any trader has attempted to bribe any council official.

7.0 MARKET / SITE OPERATION

7.1 Hours of Operation

The trader may only operate during the days and hours of operation and attendance as set out on the face of the street food market licence.

Traders will remove from the market / site and access areas any additional vehicles and or equipment (other than the authorised vehicles under the licence), by no later than 09.00am each day.

No vehicle shall be brought back onto the market / site or access areas before the time stated on the licence as the closing time unless by consent of the markets service or authorised officer.

The trading vehicle / stall / vessel remaining on the market / site during the above hours shall not be moved unless ordered to be removed by a police officer or the markets service or an authorised officer before 05:00pm

Market close and pack up should not commence before the time stated on the licence or as advised by the markets service or an authorised officer.

Traders must ensure that their vehicle / stall / vessel is suitably staffed throughout the hours it is open for trade.

It is the responsibility of the licence holder or nominated deputy to notify the markets service of any delay in attending the market / site (for example, because of illness, vehicle breakdown or other reasonable cause beyond the licence holders control).

7.2 Closure and Layout

The markets service shall have the right to close the market / site at their absolute discretion if they consider this to be necessary on the grounds of health and safety or as directed by police.

Furthermore, the markets service may close or alter the layout of the market / site or close and stop the sale of goods or services from any market / site or vehicle at any time, without being liable for any loss sustained by the trader, directly or indirectly, if it is considered by the markets service to be in the interest of the council or the public to do so.

7.3 Works Affecting the Market

Whenever possible, traders will be given prior notice of maintenance and other work on and around the market which could affect their trading activities. The council will not be liable for any direct or consequential loss arising from work affecting the market / site.

8.0 HEALTH & SAFETY

8.1 General Health and Safety

Traders have a legal duty of care to maintain the health and safety of their employees, other traders, customers, and visitors to their site / vehicle. All Traders must comply with all requirements of the Health and Safety at Work Act 1974 as amended and with any directions that may be issued from time to time by the council with a view to maintaining or improving the health and safety environment within the perimeter of the market / site and in the adjacent area.

8.2 Vehicle Movements

The traders are responsible for health and safety in respect of vehicular movement. Traders must ensure that any vehicle they bring on to the market is taxed and insured for business use.

Traders must drive carefully when accessing (setting up) / egressing (closing down) the market / site and should be supervised by another person with regard to pedestrian movements and ensure that they observe a maximum vehicle speed of five miles per hour when on or in the vicinity of the market / site.

When moving vehicles Traders must display hazard warning lights. When reversing a vehicle, traders should be supervised by another person to help direct the vehicle and protect pedestrians.

A failure by a trader or a person working on their vehicle / stall to comply with these regulations may result in the trader being suspended from trading on the market for a period determined by the markets service.

8.3 Obstruction, Setting Up, and Closing

When setting up and/or closing their vehicles / trailers etc, traders shall cause as little obstruction and inconvenience as possible to the public, other traders or the council's employees and contractors.

Traders must comply with such requirements as the markets service deems necessary to ensure emergency access is not compromised including a standing requirement to park vehicles parallel to the emergency access.

8.4 Risk Assessment

All traders are required to submit a suitable and sufficient risk assessment in respect of the site that they are to occupy, which should include the set-up, operation, and closure of their site. The markets service reserve the right to refuse trading if the risk assessment is not submitted or if in the opinion of the council the risk assessment is not suitable and sufficient for purpose.

To obtain information and details on risk, how to assess risk, the completion of risk assessments and to download a risk assessment form. Visit the HSE Health & Safety Executive web site. www.hse.gov.uk

8.5 Fire

Traders must provide fire extinguisher(s) suitable for the activities that they are undertaking (also see LPG). If electrical equipment is on the site then a CO² extinguisher should be available. Fire extinguishers must be located within the site and be easily accessible and maintained in accordance with the Regulatory Reform (Fire Safety) Order 2005.

The fire extinguisher must display an inspection label to show it has been inspected within the previous 12 months.

Traders must provide a fire risk assessment for their site and ensure that their staff/volunteers are aware of what to do in the event of a fire in accordance with the fire evacuation procedure.

The trader shall avoid any action which would or would be likely to contribute to a fire risk, including overloading electrical supplies and inappropriate storage of combustible materials.

8.6 Liquid Petroleum Gas (LPG)

All traders using liquid petroleum gas (LPG) must conform to LPG Code of Practice 24 and have the current annual gas safety inspection certificate on site and available for inspection.

All traders using LPG must provide a suitable, serviceable fire extinguisher which must be located near the appliance.

Suitable hazard signage must be displayed on the site so as to comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.

All LPG must be caged / secured in a manner that it can not be tampered with by members of the public etc. at any time.

8.7 Electricity

A limited electricity supply may be available for traders to use and this will be chargeable. Check with the markets service for details on supply and for current fees.

Traders may only use electrical equipment that is in good condition, weatherproof and suitable for outside use. All electrical equipment must have a valid up to date Portable Appliance Test (PAT) certificate which must be on site and available for inspection upon request.

Traders are responsible for ensuring that the electrical equipment used is inspected by a competent person (which can be the trader) as follows:-

- before use inspection – no written record required,
- six-month equipment formal inspection – as laid out in the Code of Practice for In-Service Inspection and Testing of Electrical Equipment (4th Edition), written record required,
- 12-month formal inspection and test – as laid out in the Code of Practice for In-service Inspection and Testing of Electrical Equipment (4th Edition), written record required.

Connections to the electricity supply must be made by a suitably competent person (using robust, moisture and tamper proof connections which are suitable for outside use). Suitable and sufficient earth-leakage protection must be installed and maintained as part of the fixed wiring installation.

Traders are required to provide cable mats and or covers (at their own expense), to ensure that trailing cables do not present trip hazards or any other hazard(s) and are suitably protected.

Under no circumstances is electricity to be used for heating vehicles / trailers, or for charging electric vehicles etc.

8.8 Generators

Only silent running diesel generators will be permitted on any site, and only with the prior written agreement of and subject to such conditions as the markets service may require.

Permitted generators must be located so as not to be accessible to members of the public or other unauthorised persons.

No refuelling or storage of fuel is allowed on any site.

If the markets service considers that a generator is too noisy, they may require that the generator be switched off immediately.

8.9 Temporary structures

Any temporary structure erected as part of the site must be suitable for the purpose intended, of good condition and erected by competent persons.

Structures will need to be suitably secured with appropriate ballast to prevent the risk of overturn or collapse; any fabric will need to be fire retardant and meet The Furniture and Furnishings (Fire) (Safety) Regulations 1988.

8.10 Trading Outlet – Vehicle / Trailer / Cart etc.

Traders must not place or cause any goods to be placed on any site such that they encroach or extend beyond the boundaries of the site unless they have the written consent of the council. Consideration must be given to ease of access for all users of the site. Any trader breaching this regulation will be liable to suspension from the site.

Traders may only use A-boards on the site if the boards are wholly contained within the boundary of the site, not causing an obstruction and subject to any requirements of the markets service.

Traders must not leave any goods, articles, or equipment on the site outside the designated trading hours stated on the licence without the prior written consent of the markets service.

Any trader's property left on the site outside of the designated hours is left at the individual trader's own risk and may be removed and destroyed. The failure by the trader or a person working on the site to comply with this regulation may result in the trader being suspended from trading on the site.

8.11 Identity

The council will issue a street food market licence with a unique number for each site. The licence holder must ensure that the said licence is displayed in a prominent and visible location on their site.

All traders will be required to display their food hygiene rating awarded to under the council's food hygiene rating scheme.

The Council has a statutory responsibility under the National Fraud Initiative to provide detailed information about the traders licensed to trade in a market. All applicants / traders must therefore provide the details of their current permanent address, date of birth, national insurance number, email address and contact telephone number when making an application.

Two forms of documentary proof of the applicants / trader's identity and address must be supplied. Traders who fail to provide this information will not be permitted to attend the site / market until this is provided.

The licence holder must notify the markets service of any changes to any of the above within seven days.

8.12 Litter and Waste

It is the sole responsibility of the licence holder / trader to ensure the safe management of waste on and around their site, which if not handled properly can cause surfaces to become hazardous for slips, trips, and falls.

The site must be kept clean and tidy at all times, and it is the responsibility of the licence holder / trader to ensure that all waste is removed from the site at the end of each day.

Throughout and at the end of the Market Day Traders must ensure their site and surrounding areas are swept, cleaned and clear of all refuse and waste, and the surfaces around the site are left safe and without hazard to others.

Traders must provide the correct waste receptacle in respect of food waste, general waste and cardboard waste. No loose refuse, waste or unfit food is to be allowed to accumulate on or about the site. It must be bagged securely on a regular basis throughout the day and removed.

All cardboard waste produced by the trader must be flattened prior to disposal in the correct waste receptacle.

Under no circumstances must traders use the public litter bins for disposal of their trade waste.

Traders providing containers for food or drink consumption on or off the site shall make such additional arrangements for litter are available as deemed necessary by the markets service.

Traders must comply with any new or existing initiatives that are intended to improve the recycling of trade waste.

8.13 Food & Food Hygiene

All traders shall comply with any legislation relating to their business including (but not limited to) the provisions of the Food Safety and Hygiene (England) Regulations 2013 (or its equivalent).

All traders should have available on the vehicle / trailer / cart a fully equipped first aid box, that must be on the site at all times.

Any cuts and abrasions must be covered by a blue waterproof dressing.

All food must be kept at least 18 inches above the ground and protected at all times from the risk of contamination.

Open or unwrapped food, other than fruit and vegetables, must only be sold from Stalls or vehicles which are approved by the Council for this purpose.

Traders selling pre-cooked food including (but not limited to) pies, cakes, pastries, cooked meat, poultry, dairy products (including cheeses), must be covered and must provide adequate refrigeration where applicable. Such produce must only be sold from vehicles / trailers / carts which are approved by the Council for this purpose.

Fish must be displayed with an adequate ice or ice water covering to ensure sufficient refrigeration.

Wastewater from sinks, wash hand basins etc. must be discharged in street drains or collected in appropriate containers, stored, then removed from site and disposed of appropriately.

Traders or any person working on their vehicle / trailer / cart (site) must not smoke behind or in the vicinity of the point of trading.

Traders must wear suitable, clean and where appropriate protective clothing and shall maintain a high degree of personal cleanliness.

Traders must have hand washing facilities with hot and cold water available on the site.

All Traders must have a food hygiene rating of at least '3' or above and must display a valid food hygiene rating certificate on the site at all times.

8.14 Toilets

Where a market is providing drinks over a prolonged period of hours / days, then the licence holder / traders must ensure that they provide appropriate toilet facilities for male / female and the disabled.

9.0 Other Licences & Permissions

9.1 Alcohol

Traders will only be permitted to sell alcohol with the express permission of the Council via the Markets and Licensing Services and in accordance with any licence granted under the Licensing Act 2003.

9.2 Music

Traders will only be permitted to play live and/or recorded music with the express permission of the Council via the Markets and Licensing Services and in accordance with the any licence granted under the Licensing Act 2003.

9.3 Tables & Chairs

Traders will only be permitted to place tables and chairs on the site with the express permission of the Council via the Markets and Licensing Services and in accordance with a pavement café licence.

10.0 Disciplinary Code of Practice

If any Trader (including any person working on the vehicle / trailer / cart etc.) fails to comply with these regulations and/or any byelaw relating to the market, they may be disciplined by the council in accordance with the following “Disciplinary Code of Practice”.

Ignorance of these regulations, the associated byelaws and/or the clauses and conditions set out in your licence will not be accepted as a defence.

Contravention of these regulations/byelaw and/or any misconduct with the exception of those contraventions which are expressly identified as carrying an immediate suspension or termination, the Council will apply the following disciplinary process:

- a) the first infraction by a licence holder / trader or any person working on a site and/or vehicle / trailer / cart etc. will be given a written notice of such breach from the Markets Service. Traders will be reminded in writing of their obligations and no further action taken,
- b) a second and repeat infraction by a licence holder / trade or any person working on their site and/or vehicle / trailer / cart etc. – a written notice will be issued from the Markets Service giving notice of suspension. Subject to (c) below, the licence holder will be suspended for a period of three days on the days / dates that will be specified within the notice,
- c) a third infraction by a licence holder / trade or any person working on their site and/or vehicle / trailer / cart etc. – a written notice will be issued from the Markets Service giving notice of suspension. Subject to (c) below, the licence holder will be suspended for a period of seven days on the days / dates that will be specified within the notice,
- d) a fourth and final infraction would result in a permanent exclusion from the market / site,
- e) in the event that the licence holder decides to appeal against any of the above, they will be allowed to continue trading until the appeal is heard.

Penalties for contravention of these regulations, the associated byelaws, and/or the clauses and conditions in your licence or any misconduct as previously set out within these regulations, will be suspension for up to a maximum of 7 trading days for the following :

- Not keeping the site / stall clean and clear of waste, site kept swept and left clean & tidy - the licence holder will be suspended for the period specified within the notice with immediate effect and the licence holder / trader will be charged the full cost including any reasonable administrative costs arising from the removal and disposal of the waste

- Traders leaving the site early, the licence holder will be suspended for the period specified within the notice with immediate effect
- Traders packing up / closing early, the licence holder will be suspended for the period specified within the notice with immediate effect
- Unauthorised movement of vehicle on the market or failure to remove vehicle from the site / market, the licence holder will be suspended for the period specified within the notice with immediate effect
- Exceeding the allocated site area, the licence holder will be suspended for the period specified within the notice with immediate effect
- Changing or extending product line(s) without prior approval – the licence holder will be suspended for the period specified within the notice with immediate effect
- Failure to notify the markets service of their absence, the licence holder will be suspended for the period specified within the notice with immediate effect

Contraventions which will result in termination of the licence holder or traders licence by the council will be for those regulations referring to their conduct (or the conduct of a person working on their site, vehicle / trailer / cart etc.) which is considered by the council to be serious misconduct.

In the event that a licence is terminated, the licence holder / trader shall not be entitled to compensation from the council.

Examples of serious misconduct which will justify termination of a licence are outlined below:

- Dishonesty.
- Under the influence of alcohol, legal highs or other illegal substances
- Unauthorised gambling / betting games.
- Assaulting a member of the public, a council employee, any other regulatory officer and/or another trader.
- Verbal abuse, the use of foul or abusive language, harassment, intimidation, discrimination or bullying towards a member of the public, a council employee, any other regulatory officer and/or another trader.
- Interfering in any way with the business of another trader.
- In the reasonable opinion of the council the trader brings the market into disrepute.
- Failure to comply with the requirements of the consumer protection legislation.
- Failure to comply with the requirements of the food hygiene regulations.
- The licence holder / trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the trading standards service or any other enforcement agency.
- The licence holder / trader has persistently failed to make payment of the Licence fee, within the time limit set and or consistently fails to honour a direct debit for the payment of licence fees.

- The licence holder / trader has failed to comply with the health and safety legislation affecting the Market or any health and safety requirements notified to the trader by the council.
- The trader fails to attend the site / market that they are licensed to attend on more than 4 separate occasions and/or more than 10 days in total during the term of the licence
- The trader persistently infringes these street food market licence regulations.

If a trader wishes to appeal against the termination of their licence in accordance with these Regulations should note that their Licence will remain suspended pending the outcome of the appeal.

11.0 Appeals Process

A licence holder / trader who has been suspended from the market / site in accordance with these regulations or whose licence has been terminated in accordance with these regulations, may appeal in writing to;

The Waste & Street Scene Committee
 Sheffield City Council
 Markets Service
 The Moor Market
 Sheffield
 S1

Any appeal must be made in writing within five working days starting from the day after the day the licence holder / trader was notified in writing of the decision against which they wish to appeal.

The trader is entitled to request a hearing to make representations to explain why the decision against which they wish to appeal should be overturned. Such request must be made at the time of submitting the written appeal.

The Waste & Street Scene Committee will conduct the hearing of the appeal within 28 days of receipt of the written request.

In considering any appeal the Waste & Street Scene Committee will have regard to any relevant documentation and may call to give evidence such person, including the appellant licence holder / trader, as they consider appropriate.

Traders attending an appeal will be entitled to bring with them a legal representative, a friend or colleague or, if they are a member, a local representative of the National Market Traders Federation who are allowed to speak on their behalf.

The written decision of the Waste & Street Scene Committee, including the reasons for it, will be sent to the registered address of the trader within 14 days of the hearing.

The decision of the Waste & Street Scene Committee shall be final and there shall be no further right to appeal.

12.0 Complaints

Any Traders with a problem or complaint with regard to management of the Market must first contact the Director of Operational Services in writing at the address given below. The matter will be dealt with in accordance with the Council's complaints procedure.

Director of Operational Services, Howden House, Union Street, Sheffield, S1

If the trader is still not satisfied, they may refer the matter to the Local Government Ombudsman.

13.0 Data

We are collecting your personal information in order to process your application under the Financial Services and Markets Act 2000 as we are the Licensing Authority.

Your data will not be shared with third parties but may be used for council purposes, in order to prevent or detect crime, to protect public funds or where we are required or permitted to share data under other legislation.

Your data will be kept for 6 years plus the current year after you have ceased trading and in line with our retention policy.

You have the right to access your data and to rectify mistakes, erase, restrict, object or move your data in certain circumstances. Automated decision making and processing is not used during this application.

Any complaints regarding your data should be addressed to the Data Protection Officer in the first instance.

If you do not provide the information required on the application form, then we will not be able to process your application for a licence.

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SITES

Single occupancy sites

Peace Gardens/Pinstone Street, Barkers Pool, Fargate, Tudor Square, Devonshire Green, Howard Street, King Street, Sheaf Square (Train Station Forecourt) and Sheaf Street

Multiple occupancy sites

For 2 to 6 traders

Peace Gardens/Pinstone Street, Devonshire Green, Barkers Pool, and Sheaf Square (Train Station Forecourt)

For 7 to 12 traders

Peace Gardens/Pinstone Street, Devonshire Green, Tudor Square, King Street, and Sheaf Square (Train Station Forecourt)

FEES

Street Food Markets Licence

Single occupancy site - Large trailer / ice cream trailer etc.

- £60 per day	Admin £20	Site Fee £25	Visits & Insp £15
- £235 per week	Admin £25	Site Fee £165	Visits & Insp £45
- £785 per month	Admin £40	Site Fee £625	Visits & Insp £120
- £7,805 per annum	Admin £260	Site Fee £6,825	Visits & Insp £720

Single occupancy site - Small trailers / handcarts etc.

- £40 per day	Admin £15	Site Fee £15	Visits & Insp £10
- £165 per week	Admin £15	Site Fee £120	Visits & Insp £30
- £425 per month	Admin £30	Site Fee £315	Visits & Insp £80
- £4,145 per annum	Admin £250	Site Fee £3,415	Visits & Insp £480

Multiple occupancy sites – (Small event) 2 to 6 traders

- £425 a day	Admin £80	Site Fee £275	Visits & Insp £70
- £1,313 for 3 days	Admin £98	Site Fee £1,025	Visits & Insp £190
- £10,361 for 3 days per month for 12 months	Admin £296	Site Fee £9,275	Visits & Insp £790

Multiple occupancy sites – (Large event) 7 to 12 traders

- £720 a day	Admin £120	Site Fee £490	Visits & Insp £110
- £2,100 for 3 days	Admin £168	Site Fee £1642	Visits & Insp £290
- £19,786 for 3 days per month for 12 months	Admin £376	Site Fee £18,550	Visits & Insp £860

PLEASE NOTE – Any utilities costs (Electric etc.) will be charged individually and are not included in the above fees

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