

The Royal Borough of Kensington and Chelsea

Standard Conditions for Street Trading (2025) DRAFT

Regulations made by the Royal Borough of Kensington and Chelsea pursuant to Section 27(3) of the London Local Authorities Act 1990 (as amended) prescribing standard conditions to street trading and street trading licences.

A Definitions

The following expressions in bold have the meanings given next to them:

1. **'The act'** – the London Local Authorities Act 1990 as amended.
2. **'Awning'** – a sheet of canvas or other material, used as a protection against the weather, which extends out from the stall.
3. **'The carriageway'** – the part of the road which is used by vehicles.
4. **'Temporary trader'** – a trader who does not have a permanent site and must come to the Street Trading Office on the day they want to trade and buy a site.
5. **'The Council'** – The Royal Borough of Kensington and Chelsea Council.
6. **'The footway'** – the pavement used by pedestrians.
7. **'Goods'** – any goods or merchandise for sale.
8. **'Isolated Site'** – is a licensed site of no defined size, licensed to a street trader, anywhere in the borough, not on a market.
9. **'Isolated street trader'** – a licensed street trader within the borough with a licensed site not on Portobello or Golborne Road.
10. **'Kiosk'** – a semi-permanent receptacle used by isolated street traders. A Heatherwick Kiosk is issued on two sites by the Council.
11. **'Market waste bags'** –waste bags specified by the office, provided for rubbish to be collected from street traders.
12. **'Office'** – the Street Trading Office, sometimes referred to as the Markets Office historically.
13. **'Permanent trader'** – a trader who the Street Trading Office gives the same site to each week.
14. **'Premises'** – any shop, house or block of flats immediately behind a site.
15. **'Receptacle'** – a vehicle or stall, and any basket, bag, box, vessel, stand, easel, board, tray or thing which is used (whether constructed or adapted for such use) as a container for displaying any item or equipment used to provide any service.
16. **'Recycling'** – any items that the council can recycle to reduce waste.
17. **'Refuse'** – includes any waste material.
18. **'Registered assistant'** – a person registered with us who you employ (permanent trader) to help you trade.
19. **'Restocking'** – replacing stock that has been sold with new stock.
20. **'Setting up'** – placing stock on a site.
21. **'Site'** – an area in any street authorised as a place at which a street trader may carry out street trading and includes any temporary alternative place we have approved.
22. **'Site limits'** – any marking on the ground we have made setting out the area within which structures may be put up and goods may be displayed. The dimensions are shown on the street-trading licence.

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23. **'Street trader'** – a person, or in the case of ice-cream trading, a company or a partnership, licensed for street trading under Part III of the act, and in whose name a current licence is held authorising street trading from a licensed site.
24. **'Street trading'** – selling or offering for sale any article (including a living thing) or supplying or offering to supply any service in a street for gain or reward.
25. **'Street-trading licence'** – a street-trading licence we have issued.
26. **'Sunday Trading'** – specifically only for markets and not for isolated traders with a seven day licence or if the isolated trader asks for additional Sundays to trade.
27. **'Unloading'** – taking stock out of a vehicle.
28. **'We', 'us' and "our"** – The Royal Borough of Kensington and Chelsea Council.
29. **'You' or "your"** – all licensed street traders (whether permanent or temporary) and those who apply for a street trading licence.

B Introduction

1. We grant a street-trading licence under Part III of the act. If you need approval for any activity under any other bye-law, enactment, or regulation, you must get that approval separately.
2. We may change the conditions of your licence or attach extra conditions. If there is any difference between the standard conditions and any changed or extra conditions on your licence, the changes or extra conditions will apply. We will always record the changes or extra conditions in writing.
3. We will set out the conditions of any permission or agreement we have given you. This will always be in writing. We may withdraw any permission or agreement at any time.
4. If you want us to change any of the terms of a licence, you must apply in writing to us. (We will help you make a written application if this is difficult for you.) We will always respond in writing.
5. Failure to comply with any of the conditions will be treated as a breach of the conditions and will be subject to enforcement which could result in the issuing of a warning letter, a Fixed Penalty Notice, a prosecution, or the revocation of the street trading licence held by you, the trader.
6. As well as keeping to the act and any future laws amending the act, you must keep to all other laws. If you are convicted of any criminal offence, officers from the office will report the facts formally to a Director/ or Licensing Committee, who may decide to revoke (withdraw) your licence in line with the procedures under the act.
7. You shall comply with and conduct business activities in a manner that conforms with all legislation enforced by the local authority or other agencies. Particular attention is drawn to general health and safety, food safety, trading standards, fire prevention and highways regulations. Failure to comply with this condition will result in enforcement action being taken and does not preclude separate sanctions being applied to you or your registered assistants for any breach committed. (see more detail in section O)

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8. The Street Trading Charter sets out what you should expect and outlines the complaints procedure if something has not been properly dealt with. (Please find the Street Trading Charter at the end of the document)
9. All requests, enquiries or complaints should be made in writing to the office as an email or letter. The Street Trading Office will respond to requests, enquiries or complaints within five working days. Complaints made to the Council's Corporate complaints process will be responded to within those process timelines.

C All Traders

Expression of Interest and Application

1. All new traders need to complete an "Expression of Interest" form outlining what commodities they wish to trade. This will be considered in line with the Council's Balance of Trade Policy and restricted items list.
2. When the applicant's "Expression of Interest" is accepted, the potential trader will be asked to complete their registration as outlined in section C.9. Traders who are not accepted will not continue to the registration process. They will receive an email confirming that they have not been accepted.
3. We reserve the right to issue licences to traders who offer commodities that will enhance the viability of a market before any other potential trader. This will be subject to our Balance of Trade policy.
4. "Expressions of Interest" responses may be delayed subject to the nature of the commodities, to allow for checks to be made on the item with our Environmental Health or Trading Standards teams.
5. For oversubscribed commodities potential traders will be placed on a waiting list, subject to the provisions of the Waiting List policy. Those on the list will be asked to re-confirm their wish to be on the list every new year.
6. Sunday trading will happen at specific times of year and traders will need to apply specifically for those trading opportunities.

Restricted items

7. The office is a signatory of Real Deal with our Trading Standards Team and we aim to stop the sale of illegal and counterfeit goods. You are prohibited from supplying illegal goods, which includes stolen goods, suspected stolen goods, counterfeit/pirated goods and unsafe goods.
8. See **Appendix A** for the current list of restricted items which is updated annually and available to traders.

Registration

9. You must complete the registration process before beginning to trade. You are required to supply the following:

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- Two forms of ID: one photo identification and one proof of address
 - Form of photo identification: Valid UK Passport or non-UK passport with work visa or Driving Licence Photo Card or national ID card
 - Proof of address: a rental agreement, bank statement or utility bill (not mobile phone bill) dated in the three months before application.
 - Proof of your National Insurance number from the Department of Works and Pensions or National Insurance card or wage slip P45, P60 etc.
 - Proof of Third Party Public Liability Insurance and Employer's Liability Insurance if using assistants (if permanent trader)
10. You must take out Third Party Public liability insurance cover for a minimum of £10m cover. You must not trade unless you have given us a copy of the evidence showing that you have this cover. The insurance must be in your name, or if your company you must provide documentation to show your link with your company.
11. Proof of these documents must be provided or uploaded at the time of your application. No partial applications will be accepted.
12. You will be given:
- A street trading licence whether permanent or casual
 - A copy of the current standard conditions
 - A laminated trader sign, to be displayed when trading
 - A copy of the trader guide to assist you in trading on the markets.
13. We may disclose the personal details of traders to third parties who have a legal right to such information. This includes other regulatory and law enforcement agencies and those that require the information in connection with civil court action.
14. All Information provided is stored and used in accordance with Data Protection legislation.
15. If you would like to see any personal information held about you by us, please contact our Data Protection and FOI Team via this address <https://www.rbkc.gov.uk/contact-us/freedom-information-foi-requests>

Renewal and keeping up to date records

16. You must give us details in writing if you change your address and other contact details. You must give us the details within two weeks of the change taking place. You must show us evidence of your new address. This may be a utility bill (gas, electricity or phone), rent book, rental agreement, bank statement or similar document.

Temporary Traders

17. Annually, on or before your insurance cover ends, you must give us a copy of the evidence proving you have renewed it. You must give us a copy of this evidence either in person at the office, or by emailing it to the office.

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18. Every three years temporary traders will be expected to renew your registration. You will need to provide all the same type of documentation required when you first registered with us, but this documentation will need to be up to date. A fee will be charged for this renewal.
19. You are required to trade regularly to maintain your registration to trade. If you do not trade for eight weeks your registration on the temporary traders list will be removed, and you will need to re-apply. Please note there is no guarantee of automatic acceptance of your new “expression of interest.”

Permanent Traders

20. Annually, on or before your insurance cover ends, you must give us a copy of the evidence proving you have renewed it. You must give us a copy of this evidence either in person at the office, or by emailing it to the office.
21. Every three years you will be expected to renew your licence. You will need to provide all the same type of documentation required when you first registered with us, but this documentation will need to be up to date. At the time of renewal, you are required to have brought your account into good order and have no debts on any of your accounts, including if you have storage provided by us. A fee will be charged for this renewal.

Succession

22. People can only succeed to a licence of a permanent street trader under the provisions of the act, or at our discretion if we receive a proposal made at the time by a long-standing assistant.
23. A letter of succession or proposal would be needed to be received by us within 8 weeks of the death of a street trader. We appreciate that this is a difficult time and often an unexpected event, and so we want to provide a reasonable period for its submission.
24. A long-standing assistant would be a person who has been registered with us as an assistant for that street trader and site for a minimum of 10 years. The person would have been actively working on the site on a regular basis.

D Fees and Charges

Introduction

1. Fees and charges are set in accordance with the legislation and are available online or at the office. All changes will be notified to all traders at the time of this happening, giving a clear date of when the new charges will start.
2. Street trading fees and charges are designed to cover our costs of operating the street trading service and these funds are ringfenced for the purposes of operating this service.

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3. The legislation prescribes that we can set fees and charges to pay for the following:
 - Collection and disposal of waste associated with street trading
 - Cleansing of the streets where trading takes place and is attributable to trading
 - Reasonable administration costs attributable to trading
 - Enforcement costs attributable to trading
4. We will work in partnership with traders to ensure that the fees and charges are set to balance against the expenditure of the street trading account at the time. Any representations will be considered accordingly and replied to. If a surplus is made it will be used to maintain the reserve, but if it goes beyond agreed reserve limits it will be refunded to all traders.
5. We will maintain a ringfenced reserve to balance of the street trading account as required and coordinate with the trader body, known as the Portobello and Golborne Management Committee. An annual review of the accounts will take place with the trader body.
6. Any such changes will be discussed with the trader body and the wider trader group will be informed. In addition, market capital infrastructure proposals will be considered in agreement for the benefit of street trading on the market streets and around the borough.
7. All licence fees and registration fees are to be paid at the time of issue. All change requests have a charge to be paid on completion of the licence change.

Temporary traders

8. All temporary street traders are required to pay their fees and charges on the day of trading when their daily licence is issued.
9. All Sunday Trading requires the trader to pay their licence fee in full prior to trading period starting.

Permanent Traders

10. If you are a permanent trader, you must pay us all charges in connection with trading, every 4 weeks for the 4 weeks ahead. The financial year has thirteen 4-week periods.
11. Payment will be expected by the end of the first week of the 4 weeks' period. Otherwise, a first reminder letter will be sent. If nothing is received by the end of the second week of the 4 weeks' period, then a final reminder letter will be sent. Each of these letters have an administrative charge.
12. If you make no payment by the third week of the 4 weeks' period, you will then be reported for revocation of your street trading licence for non-payment. A hearing will be arranged to hear from you as to why your licence should not be revoked. The hearing will be set no earlier than 28 days after you have been invited to attend by a letter. The letter inviting you to attend the hearing will also carry an administrative charge.

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13. If you hold a permanent street-trading licence, you may end it by giving us four weeks' notice in writing. You should return your licence to us after those four weeks have ended. You may continue to trade as a temporary trader. (if you have returned your permanent licence to us), but you cannot apply for another permanent licence for one year. This is subject to type of commodities you are selling. This one year prohibition does not apply to fruit and vegetable, flowers, hot street food or designated produce street traders.
14. You must give us 4 weeks' notice in writing if you want to give up your parking bay. You should return your permit at the end of this period.
15. You are expected to trade all year round; no credit will be given if a temporary trader uses your site when you are not in attendance. No refunds will be issued for bad weather markets.
16. As permanent traders you can lodge (put on hold) your street trading licence for 4 weeks per financial year, when you will not have to pay rent on your street trading licence or your parking bay. If you have a storage unit, you will need to pay for this during this time. A financial year runs from the beginning of April to the end of the following March.
17. You are expected to be up to date with all payments due to us. If you fall into debt on your storage unit rent, your street trading licence will be considered for revocation.
18. You will not be able to renew your licence if you are in debt to us. The only exceptions to this rule will be where a payment plan has been agreed by us and relevant payments are up to date.

E Trading Days and Times

Start Times

1. You may trade only during the standard times shown on the licence. (See Appendix B Street Trading Times)
2. The table shows the relevant times for the operation of the issuing street trading licences. The key point is that any trader running late needs to contact the office by 8am, whatever the day.

	Monday to Thursday	Friday	Saturday
Set up from	6.00am	6.00am	6.00am
Office opens	8.00am	7.00am	6.45am
First Lottery	8.00am	7.00am	6.45am
Second Lottery	N/A	7.40am	7.40am
Late trader calls	8.00am	8.00am	8.00am
Site Checks	8.45am	8.45am	8.45am
List + extra sites	9.00am	9.00am	9.00am

3. You may start trading later than this time only if:
 - you have permission from us in writing to do so; or

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- you have told us by phone before 8.00am on the day of trading and we have given you permission to start trading later.
4. You must set up your stall as promptly as possible. You must not start setting up your stall before 6.00am on the day of trading and must complete setting it up no later than 9.30am unless you have our permission to complete setting up later.
 4. If you are a permanent street trader you need to be at your site by 8am on the day of trading (specifically for Fridays and Saturdays), and if you are not because you are running late you need to contact the office by 8.00am on the day of trading, as we will sell your site for that day to a temporary trader from 9.00am. We will not refund your street-trading fees.
 5. Extra sites will be sold subject to the relevant process of that day. In all cases this will be after all temporary traders have been provided a site on that day. Please see street traders guide for details.
 6. If you are late and have not informed the office and we have sold your site at the prescribe times you will be sent home. Traders need to inform the office by the times indicated. Lateness does not assist in the operation of the market, however it will be worked with on the day.
 7. If you are regularly informing the office that you are running late, the office will inform you when this becomes an issue. If you are constantly late, then you need to change your operation to be on time at the markets.

Finish times

8. You are all expected to trade to at least 4pm on a day of trading. Seasonal and weather variations may impact activity, but all street traders are licensed to trade until 7pm and you are expected to be clear away by 7.30pm. unless agreed with the office.
9. For you to be eligible for the Friday priority scheme, you are expected to trade on three days until 4.00pm between Monday to Thursday or two days when there is a Bank Holiday. If you leave prior to this time without a valid reason, you will lose your eligibility for the Friday priority scheme.
10. You are expected to trade until 4.00pm on Fridays and Saturdays, site 1 to 164 on Portobello Road. This is a requirement of holding a licence to trade on these days. You are all part of ensuring the vibrancy of the market. If you leave prior to that time, then you will be formally warned.
11. You must contact the office if you are departing early from the market during a trading day for a specific important reason. This will assist in the monitoring of the market and understanding any vehicle movements around the market.
12. If you are a temporary street trader on Portobello Road and you buy a site numbered 165 or higher on a Saturday, you must trade until at least 3.00 pm that day, if you want us to enter you into the priority lottery for the following Saturday.

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13. You must remove from the highway all goods, receptacles, structures and any other objects associated with your trading no later than half an hour after the time shown on your licence for the end of trading.
14. For Christmas Eve and New Year's Eve the markets will close earlier at 5.00pm and you will be expected to clear the site by 5.30pm.

Bank Holidays

15. You must not trade on any public or bank holiday on Portobello Road or Golborne Road. We will not refund your street-trading fees if the public or bank holiday falls on what would otherwise be a trading day. There is one exception in that trading is allowed on Good Friday, when you may trade between 8.00am and 5.00pm. You need to have cleared away by 5.30pm.
16. Isolated traders may trade on any public or bank holiday except for Christmas Day, on application to the office and payment of the relevant licence fee. This must be completed one week before the Bank Holiday.

F Vehicles

1. If you are attending the office, you must not park your vehicle on a site or in a parking bay, unless it is your parking bay. This action disrupts the arrival of traders to their sites and parking bays.
2. You must not leave your vehicle in the street in which you trade, or in streets nearby, apart from approved market parking bays, unless:
 - you are loading and unloading goods; or
 - the vehicle is the licensed receptacle from which you trade.
3. You must use every reasonable effort to take no longer than 20 minutes while unloading. While unloading you must not prevent other traders from reaching their sites or block the road to other vehicles or the pavement for pedestrians to pass safely. You must move any vehicle you or your assistant are using immediately after unloading.
4. You must not trade from a vehicle, and you may not display goods for sale on any vehicle, unless the vehicle is the licensed receptacle from which you trade. You must not display any goods for sale in a parking bay, the only exception is for Christmas Trees as authorised by the office.
5. If you trade on a site on Portobello Road between its junctions with Colville Terrace and Lancaster Road, you must remove all your stalls and all your vehicles from the street by 7.30pm on Fridays and Saturdays so we can clean this part of the street.
6. You must not drive into the closed road sections of Portobello Road unless you have permission from the office. This is subject to the road closure times as displayed at the time.

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7. High vehicles will be limited to parking away from in front of shops, as they block out the shops and any other areas where they cause congestion. In addition, long wheel-based vehicles also will be directed away from short length parking spaces due to their impact on the market. This is outlined, with dimensions and vehicle types in the parking provisions policy.
8. You must display your valid parking permit clearly in your windscreen. You must not swap parking locations without the permission of the office. You must remove all previous permits and only display your current permit for the day.
9. Street traders who trade in the antique section on Fridays will pay the relevant fee to use the pay by phone bays between Westbourne Grove and Colville Terrace.
10. On Bank Holidays all traders (permanent or temporary) who park vehicles on the market will need to pay the relevant fee to use a Market parking bay.
11. Isolated traders who use a vehicle must also park legally, so as not to cause any obstruction around their sites.

G Setting up and running your stall

1. You must trade only from the site which is shown on your street-trading licence. You must not trade from any other site unless you have our permission in writing.
2. You must use a structure of some kind from which to trade. You must not display goods on the ground unless they are too large or too heavy to be placed on a table. This applies to traders on both Portobello and Golborne Road, as well as Isolated Trading sites.
3. You or your assistant must immediately remove your receptacle, stall or goods as requested for as long as is needed if there is an emergency or we or a police officer ask you to remove them. (This does not apply to isolated traders with an approved kiosk or who use the Heatherwick-style kiosk – see section U)
4. You must not place any goods, receptacle, structure or object of any kind associated with your trading activity outside your site limits (either on the ground, or in the space between neighbouring stalls) unless you have our written permission.
5. You must not place or cause to be placed on the carriageway or footway any stall or receptacle that is higher than 3.05 metres (10 feet) when measured from ground level.
6. You must not place receptacles on the west side of Portobello Road that are higher than 2.59 metres (8 feet 6 inches) unless we have given you our permission in writing.
7. You must use a transparent tarpaulin when your site backs on to the footway and shops and not impede pedestrian flow with any fixings or clamps that stick out.

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8. You must not allow any awning to extend outside your site limits and over the carriageway. You may have an awning extending over the footway to no more than 1.22 metres (4 feet) outside your site limits. You must not have any awning at a height lower than 2.44 metres (8 feet) when measured from the footway.
9. You must only use a gazebo or stall that fits the site measurements, unless you have been given our prior written permission. You should not work beyond the bollard line on the footway. You must at all times, ensure that the gap between neighbouring sites is kept clear. Gazebos sizes are 3m x 3m for the entire stretch of Portobello Road and Golborne Road except for Category A sites, where only gazebo's size 2.75m x 2.75m will be accepted. Please see Category A maps. Antique Sites 1 to 43 and on Westbourne Grove are to utilise the stalls to fit the site's lines.
10. You may only use the space between sites, if you have an extra site and you leave the equivalent gap space at each end of your joined sites.
11. Isolated sites will be a maximum of 3m by 3m or 9m² equivalent for the standard fee rate. Anything larger will be considered per m².
12. At all times you must display a sign that is easily seen and which is at least A4 size (21 centimetres x 29.6 centimetres) (8¼ inches by 11¾ inches) showing your name and approved items for sale. If you are a permanent street trader, your sign must also display your site number.
13. You must only use receptacles, structures and vehicles that can be easily moved.
14. In relation to use of tables and chairs on Golborne Road, you can have up to one table and 4 seats within your site limits. These should not impede the footpath.
15. You must get approval for any changes to your isolated site kiosk prior to actioning them. This includes replacing or modifying the kiosk. Planning permission will be needed for any significant change in size or structure and so leave plenty of time for that to happen.

I Your stock/Commodities

1. You may only trade in the goods or services registered and shown on your street trading licence.
2. If you want to change the goods that you are licensed to sell, you must apply in writing to us. You must not sell any new goods you have asked to sell until we have agreed in writing by updating your licence.
3. If you sell your goods or offer them for sale as 'seconds' or they are soiled or damaged, you must display a notice at your stall stating this. It must be big enough and obvious enough so any person can easily read it.

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4. You and your assistants must familiarise yourself with and ensure that your goods comply with Trading Standards and Consumer Protection laws.
5. You must not display any advertisement that does not relate to the goods or services listed on your licence.
6. You must not store any of your goods in any of our storage units without our knowledge. If you fail to inform us, your licence will be considered for revocation.
7. If you are a food trader, you must not store Christmas trees next to food.
8. If you are selling antiques you are required to sign a declaration that all your items are at least 50 years old.
9. You are not allowed to sell any product that has any inappropriate words or images on them. If you are uncertain, please contact the office.
10. It is your responsibility to comply with Trading Standards legislation i.e.
 - goods sold by weight must be sold in metric units.
 - goods that contravene the Trade Marks Act 1994 (counterfeit goods) must not be sold.
 - All goods must have a price inclusive of VAT displayed on them.

J Dealing with other traders, retailers and the public

1. At all times you must make sure that your trading does not cause an inconvenience, nuisance, danger or obstruction to members of the public or neighbouring traders or premises.
2. You must make sure that you and your assistants treat the public, other traders and us fairly and reasonably. You or your assistants must not use behaviour which could reasonably be seen as abusive or intimidating.
3. You must not conduct activities in a way that would take advantage of anyone who is vulnerable. You must ensure that everyone is treated respectfully and equally.
4. You and your assistants must not commit any acts of harassment against any person. Harassment includes (but it is not limited to) violence or threats of violence, abusive or insulting words or behaviour, and damage or threats of damage to property belonging to another person.
5. This also includes any actions that are committed in the office or in any other of our properties.
6. We will enforce a zero-tolerance approach to unreasonable behaviour by considering revocation of your licence if necessary.
7. You must register the use of any audio equipment and receive our prior written approval of the use of this equipment. You must not use audio equipment, public-address systems or radios if they cause a nuisance or annoy any other person. You must turn the volume down if we, or a police officer asks you to turn

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it down. If a trader next door to you cannot continue their business because of noise levels, then it is a problem and it will be deemed a nuisance by us.

8. If you are repeatedly asked to turn down your music you could be issued with a warning notification. If you receive a number of notifications, you could be issued with an FPN or have your licence referred to be considered for revocation.
9. Your goods must not cause a nuisance to any person because of their smell or due to issues with cooking.
10. You must not bring pets or other animals to the market unless you have our prior written permission. (Please see our Pets at the Market policy document and ensure you have made an application under this). Pets and animals are not allowed on any food site (including packaged, fruit and vegetables or hot food).

K 'Non-personal' trading

1. We may revoke (withdraw) your licence if you fail to be present without permission when setting up your stall or if you fail to trade for the full trading day.
2. On each trading day you may take one meal break of no longer than one hour, and up to three other 15-minute breaks which you must separate throughout the day. You may leave a temporary assistant to manage your stall during these short breaks.
3. If you hold a six- or seven-day permanent street trading licence, the above conditions will apply in full on Fridays and Saturdays, but we relax them at other times so you can be away from your stall for up to two full trading days, or up to four half trading days, between Sunday and Thursday each week.
4. If you are a permanent street trader, always when you are away from your stall, no trading must take place unless under the control of an assistant who you have registered formally with us beforehand.
5. You must not sublet your stall, nor any part of it. Also, you must not employ a manager in your place. (Subletting a stall is a serious matter. If we have evidence that you have sublet your stall, we will immediately recommend that we revoke your licence.)
6. You personally must be present when setting up your stall on each trading day, unless as a permanent street trader you have notified the office that you are on holiday and it has been agreed by us that your assistant can operate the stall in your absence. Your registered assistants – and only them alone – may set up your stall on your behalf if we have agreed this with you beforehand in writing. This will be reviewed on an annual basis.

L Refuse and Recycling

Standard Conditions applying to all Isolated Street traders

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1. You must present rubbish and recycling in the correct manner at the agreed time in relation to local collections next to your site.
2. You or your authorised assistants must clean your site to a reasonable standard before you leave.

Standard Conditions applying only to street traders on Portobello Road and Golborne Road

3. You must place all rubbish in market waste bags specified by us. All recycling should be placed in recycling bags.
4. You must use every reasonable effort to break any cardboard boxes down and stack them together. Separate out any wooden or plastic trays in separate piles.
5. You must not place any form of oil, animal by-products, or dangerous waste in the market waste bags or pour them down any drains. You must arrange appropriate collections for these types of waste.
6. You must remove any pallets that you have delivered to the market or that you bring any stock on. Pallets should be returned to your vehicle and recycled by you as appropriate.
7. You will participate in any efforts to reduce the amount of waste created on the market. This can include food waste collections, removal of plastic bags and minimisation of plastic wrapping or other packaging on products brought to market.
8. Warning notifications will be issued to you if you produce waste and recycling to an unreasonable scale. This is especially relevant to fruit and vegetable traders and second-hand traders involved in house clearances.

M Electrical equipment and Electricity usage

1. It is your responsibility to ensure all electrical equipment in use on your site has undergone a PAT in accordance with current legislation. PAT is a Portable Appliance Test. It is the term used to describe the examination of electrical appliances and equipment to ensure they are safe to use.
2. You may be asked to provide certificates to show proof that this has been completed. All cables used on the site should be checked by you on a regular basis to ensure that they are not frayed and are safe.
3. You must not use any device to generate electricity for light or heat without our prior written permission. We will not give permission if there is a working electricity point, which you can easily reach from your site.
4. If you are a trader on Portobello Road or Golborne Road, you must not use overhead or over-ground power cables to supply your stall with electricity. Any exceptions need to have prior written approval from the office. You will also be required to provide annual PAT certificates for the connection equipment.

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5. Use of bollard and electricity points will be subject to you following the procedures at the time you start using electricity. If you use a supply from a bollard you are expected to provide the office with a bill from your utility provider. This will be checked annually.
6. A charge will be made if we need to bring in electricians to conduct repairs caused by you. If any bollards are maliciously damaged, then you will be investigated and the matter could result in your street trading licence being revoked.

N Food Trading

1. If you trade in food, you are required to register with our Environmental Health team and assist those officers when they are conducting inspections.
2. All food handlers will be required to have completed their basic level 2 food hygiene training and provided a copy of their certificate to us for verification. This will be required every 3 years to show that they are up to current standards and training.
3. All street food traders who have undergone an inspection are expected to have a 5 star rating. If they have not received that, they then have 3 months to correct the issues for a re-inspection.
4. All food containers and utensils given to customers are required to be recyclable or environmentally friendly. No single use plastic is to be used. Further updates will be given as material improvements are made that are more sustainable.
5. If you are a street trader who is making hot or cold or preparing food, you are required to cover the floor of your site with matting, to minimise the staining and damage to the floor of spillages etc. This is a requirement which relevant food traders will be informed
6. All equipment should be serviced and used correctly. If you are using any gas equipment, ensure that it is regularly maintained and you have a gas certificate from a CORGI engineer to show that on an annual basis.
7. Any food waste is to be separated for the appropriate food waste collection. Any oils are to be separated for appropriate collection. In cleaning down a site nothing should be poured down any nearby drains. Any trader identified as doing that will be issued with a Fixed Penalty Notice and issued an invoice for its cleaning and pumping.
8. All waste should be bagged correctly and deposited opposite your site for ease of collection by the waste crew. Please ensure all waste is separated into recycling and non-recycling and stacked correctly. No pallets will be removed from traders' sites. You are required to remove pallets yourself.

O Health, Safety and Security

The following Standard Conditions apply to all licensed street traders. (permanent, temporary and isolated)

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1. Reasonable and proportionate in approach: we will expect that you have completed a health and safety risk assessment of your stall, so that always it is safe for you, us and the public. An annual written document is required, but you should consider that your stall is safe subject to the situation on each day of trading.
2. Stall construction must be safe and that the stall which you are erecting must be correctly standing and solid. You must ensure that there are no sharp edges or clips sticking out which could hurt anyone. When dismantling, you must do so by a method which will not cause injury to anyone.
3. Weather conditions are variable, and you should consider this fact when erecting and dismantling your stall. All stalls should be weighted to stop the effects of wind blowing them over. Stalls with no weights may be closed down by us. You should not tie your stall to any street furniture. This should all be carried out in accordance with your insurance policy.
4. You are expected to consider if you are healthy enough to work and not infectious to others, as with Covid 19.
5. You must consider and make provision for how you keep yourself safe and your stock and takings safe. We will assist and provide information. However, it is your responsibility and obligation to report any theft to the police.
6. You are expected to have completed relevant Counter Terrorism awareness training as prescribed by us within 3 months of completing your registration to trade. You will then be expected to re-new this training every 3 years.
7. You are also required to assist at every opportunity in minimising crime by reporting a suspected crime or by providing witness statements if required. If it is found that you have obstructed any investigation by not providing such information, you could have your licence revoked.

P Enforcement and Sanctions

The following Standard Conditions apply to all licensed street traders. (permanent, temporary and isolated)

1. You should experience a reasonable and proportionate approach in review of any failure to follow these Standard Conditions. You are expected to follow these Standard Conditions to the best of your ability. If you do not understand any of them, please make every effort to find out.
2. When you fail a Standard Condition for the first time it will be explained what issue has been identified and dependent on the severity of the issue, you may be instructed to correct it immediately or within a reasonable time. This is subject to the issue and any health and safety concerns identified.
3. With the explanation will be provided advice of what is expected. If you do not understand what is expected please ask. Photographic evidence will usually be taken and can be used to explain the situation to you.

Standard Conditions for Traders (Draft 2025)

4. If you are repeatedly failing to work to the Standard Conditions, then you will be issued with a Market Enforcement Officer Site Inspection Form. This will have the details of the failure, along with photographic evidence and identified actions to assist you in correcting the failure. This will be issued on each occasion it is noted that it has happened.
5. If you have failed to follow the Standard Conditions, you will be written to and given a warning about your actions. This will remain on your records for 3 years. If you fail again to follow the Standard Conditions then you can be issued a Fixed Penalty Notice or you could be invited to a Revocation Hearing, dependent on the severity of the failure.
6. At the Revocation Hearing you could be issued with any sanction from a warning to having your street trading licence revoked. The Council will always work to ensure that the trader is always able to comply and revokes street trading licences as a final action.

Q Assistants

1. If you are a temporary trader, you may not register assistants with us. You are required to attend your site for most of the trading day.
The following Standard Conditions apply only to permanent licensed street traders.
2. You must register each assistant (either paid or unpaid) with us when you apply for a street-trading licence. You must also register any new assistants with us within 2 weeks of them beginning to work on your stall.
3. The number of assistants you may register is dependent on how many days trading you are licensed to trade. If you have a one or two-day licence you may register up to two assistants at any one time. If you have a six- or seven-day street trading licence, you may register up to four assistants at any one time. You must pay an administration fee for each assistant you register with us.
4. You must register assistants in writing at the office. When registering an assistant, you must give us details in writing of the assistant's full name, address and postcode, contact phone number, and date of birth. You must also provide a passport photograph of the assistant. Your assistant must provide documentation (passport or visa and national insurance number) to confirm they are eligible to work in the UK.
5. You will need to produce documents proving that your assistants are covered by your public liability insurance and they are covered by employer's liability insurance to the value of £10m.
6. If you are away from your stall and have a registered assistant working for you, we will hold you fully responsible for your assistant's actions during this time. If your assistant breaks any of these conditions, we will treat it as though you have broken them.

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7. If we ask, your assistant must be able to produce a copy of their own registration document which must have their photograph attached to it.
8. No trading may take place on your stall unless you or one of your registered assistants is present and in control of trading. (If we see any trading on your stall when neither you nor your registered assistants are present, we will close your stall down immediately.)

R Lodged licences

The following Standard Conditions apply only to permanent licensed street traders.

1. You may 'lodge' (put on hold) your licence for up to four weeks each financial year (April to March) for the purpose of a holiday. During this time, you may choose either:
 1. not to trade, and to receive a credit on your street trading fees (credits can also be made on receptacle bays during the relevant period, but not on storage facilities); or
 2. to choose an assistant to run the stall on your behalf. This assistant must be registered with us (see section O). (Note: if this option is chosen then no credit will be made to your street-trading fees.)
2. If you want to lodge your licence, you must apply to us at least one full week beforehand. In exceptional circumstances we may accept an application after that time. We do not back date lodged licence requests. If you have not attended and then you apply for a lodged licence, this will not be granted.
3. Licences are lodged from Monday to Sunday.
4. To lodge a licence you must either complete the relevant lodged licence form, email in your request or write stating you would like to lodge your licence. If you would like to apply to choose an assistant to run your stall, you are required to fill in the authorised assistant control form prior to lodging your licence.

S Sickness

The following Standard Conditions apply only to permanent licensed street traders.

1. If you cannot trade because of ill health, you must send us a medical certificate no later than 14 days after the first day you were unable to trade. You must also get a new medical certificate every four weeks if you need to. We do not back date sickness beyond that period.
2. We can only accept Statement of Fitness for Work medical certificates or official UK hospital letters advising of an operation or treatment for periods longer than one week (seven days). Each individual situation will be considered in relation to the information provided.

Standard Conditions for Traders (Draft 2025)

3. For a period of one week you are asked to complete a Statement of Sickness form SC2 (available on the Council's website). We will only accept two of these statements in a financial year. You can submit further certificates from a GP.
4. When sending your first certificate, for any sickness longer than one week, you must let us know in writing which of the following choices you want to make.
 1. We can credit your account for each full week (Monday to Sunday) you are ill (if we have a certificate). (We will not credit your account for absence due to ill health if you do not have a certificate. In other words, you must pay the full fee for these periods.) We may also let your site or move another permanent street trader to it.
 2. You may ask us for a registered an assistant to trade on your behalf if you are off sick. We may withhold permission depending on the circumstances, but we will not do so unreasonably. In any event we must respond to your request in writing. If we agree to your request, you must continue to supply medical certificates to us as shown above.
 3. You may make a proposal to us about a temporary or permanent change to the conditions attached to your licence. We may withhold permission depending on the circumstances, but we will not do so unreasonably. In any event, we will respond to your request in writing.
5. If you do not trade on your site for any reason for 8 weeks, or for shorter but more frequent periods within a six-month period of time, paying or not, we will ask you why you have not been trading and your plans for the future. We may refer your case to our Director or Council Committee. The Director or Council Committee may choose to revoke (withdraw) your licence or to change the conditions placed on it.

T Maternity and paternity leave

The following Standard Conditions apply only to permanent licensed street traders.

1. You may take maternity leave of up to 18 weeks from street trading. This leave applies on top of your leave for holidays or sickness absence. To qualify for maternity leave, you must give us a medical certificate (MAT B1) confirming your expected date of delivery. The three options, shown in paragraph Q.4 are available to you.
2. You may take paternity leave of up to 4 weeks from street trading. This leave applies on top of your leave for holidays or sickness absence. To qualify for paternity leave, you must give us a medical certificate (MAT B1) confirming your partner's expected date of delivery or child's birth certificate. You will have a year from the child's birth to take your 4 weeks. Again, the three options shown in paragraph Q.4 are available to you.

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U Heatherwick kiosks

The following Standard Conditions will apply only to isolated street-trading sites which we have provided with a 'Heatherwick'-style kiosk.

1. You can use the kiosk to sell newspapers and other publications as well as other authorised commodities.
2. If you want to stop using the kiosk on your site, you must give us 12 months' notice in writing. If we want to withdraw the kiosk, we must also give you 12 months' notice in writing.
3. You will be responsible for paying any phone bills in relation to the kiosk.
4. At all times you must keep the inside of the kiosk in a clean and tidy condition and in good decorative order.
5. You must not transfer the kiosk to any other person, firm or company to use. This does not affect your rights to transfer your street-trading licence to a next of kin.
6. You must not make or allow any damage, alteration or addition to the kiosk or place any advertisement to the outside of the kiosk.
7. You must make sure that the kiosk is securely locked at all times when not under supervision.
8. You must not use the kiosk for any illegal purposes or for selling any publications of an offensive or pornographic nature.
9. Nobody must live in the kiosk.
10. You must not keep any poisonous substances or substances which catch fire easily in the kiosk or use Calor gas or oil-burning appliances in it.
11. You must keep to all reasonable rules and regulations we may make. We will write and let you know about these.
12. We will insure the structure of the kiosk and keep the outside of it in good repair and condition as long as you do not commit or allow any act which might make our insurance invalid.
13. If you use the kiosk, you will not have any interest in land or become our tenant through this use. The Heatherwick Kiosk is our property.

Standard Conditions for Traders (Draft 2025)

Street Trading Charter

We will:

- Ensure there will always be officers available during street trading hours to help you and members of the public to feel comfortable in the market environments.
- Provide a quality and courteous service which assists you and members of the public.
- Uphold the act and the Standard Conditions for street trading in a reasonable manner.
- Seek the assistance of the Metropolitan Police in relation to assistance in dealing with unlicensed street trading in our Borough and make use of their advice.

And provide the following:

- An environment that is suitable for you to conduct your business with the least hindrance.
- A prompt response to all requests in writing from you for assistance that will enable you to carry out your business with the minimum delay (within 48 hours subject to the nature of the issue).
- Sensible supervision of the Standard Conditions for street trading and ensure compliance by all street traders.
- Monitoring, and frequent and adequate cleaning of the markets by our contractors.
- The ability for the local community to enjoy the use of the markets in a relaxed and friendly atmosphere.
- A speedy address to all complaints from the traders and members of the public by following them through to a sensible conclusion with fairness and courtesy.
- An ability to enlist the expertise of other Council departments to resolve any problems that are not within the street trading mandate.
- Close co-operation with the Metropolitan Police and other agencies as and when it is necessary to do so.
- Maintenance of a service that provides quality and value for money.
- Effectively agree and allocate the take up of vacancies with minimum delay and utmost fairness.

Whom to contact if you have a complaint:

First visit the office and speak to one of the Street Trading Officers. They will try to rectify the issue you are experiencing there and then.

If you are not satisfied that the issue you are experiencing has been dealt with, you can lodge a complaint by writing to, or telephoning the Markets Manager at:

The Street Trading Office

72 Tavistock Road

London W11 1AN

Telephone number: 020 7727 7684

Email: street.trading@rbkc.gov.uk

If the Complaint is related to a staff member from the office and you do not wish to contact the office directly, you can lodge a formal complaint here: <https://www.rbkc.gov.uk/contact-us/complaints-comments-and-compliments-0>.

You can help us by providing accurate information and registering your complaint promptly.