

Local Government (Miscellaneous Provisions) Act 1982

Street Trading in Rother

With effect from 5 March 2007, the Council resolved to apply street trading controls to certain streets in Battle, Bexhill, Robertsbridge and Rye. The controls make designated streets consent or prohibited streets. A Consent Street means a street in which street trading is prohibited without the consent of Rother District Council. A Prohibited Street means a street in which street trading is prohibited.

Please note that officers only have delegated authority to issue consents as per the policy; other applications will need to be referred to Committee for a decision

PROHIBITED streets in Battle

LOWER LAKE from its junction with MARLEY LANE to a point 140 metres south of that junction.

UPPER LAKE for its entire length.

ABBAY GREEN (The Green) for its entire length.

MOUNT STREET commencing at its junction with the HIGH STREET, extending 200 metres in a north-easterly direction.

HIGH STREET from its junction with UPPER LAKE, terminating 100 metres north west of its junction with MOUNT STREET.

PROHIBITED streets in Bexhill on Sea

TERMINUS ROAD from its eastern junction with SACKVILLE ROAD and BUCKHURST PLACE to its western junction with TERMINUS AVENUE.

COLLINGTON AVENUE and TERMINUS AVENUE from their junction with TERMINUS ROAD to their western junctions with SUTHERLAND AVENUE.

WESTAWAY DRIVE, HOLMESDALE ROAD, WESTVILLE ROAD, COLEBROOKE ROAD, REGINALD ROAD, WAINWRIGHT ROAD.

BEECHING ROAD up to a distance of 500 metres from its southern junction with TERMINUS ROAD.

SOUTH CLIFF from its junction with SOUTHCOURT AVENUE to its junction with RICHMOND ROAD.

RICHMOND ROAD from its junction with RICHMOND CLOSE to its junction with WEST PARADE.

BROCKLEY ROAD from its junction with WEST PARADE to its junction with EGERTON ROAD.

PARK ROAD from its junction with EGERTON ROAD to its junction with WEST PARADE.

DE LA WARR PARADE from its junction with MARINA to the gate at the western end of GALLEY HILL cycle track.

DORSET ROAD SOUTH from its junction with DE LA WARR PARADE to its junction with CANTELUPE ROAD.

BOLEBROOK ROAD from its junction with DE LA WARR PARADE to its junction with CANTELUPE ROAD.

MIDDLESEX ROAD from its junction with DE LA WARR PARADE to its junction with CANTELUPE ROAD.

ALBERT ROAD from its junction with MARINA to its junction with PARKHURST ROAD.

ALBANY ROAD from its junction with MARINA to its junction with PARKHURST ROAD.

LINDEN ROAD from its junction with MARINA to its junction with PARKHURST ROAD.

EGERTON ROAD, PARK AVENUE, RICHMOND GROVE, WEST PARADE, MARINA, SUTTON PLACE, BROOKFIELD ROAD, LIONEL ROAD, BETHUNE ROAD, KNOLE ROAD, BRASSEY ROAD, MARINA COURT AVENUE, CHANNEL VIEW EAST, CHANNEL VIEW WEST, for their entire length.

DEVONSHIRE ROAD from the junction with PARKHURST ROAD to DEVONSHIRE SQUARE.

SEA ROAD from MARINA to the junction of ENDWELL ROAD.

ENDWELL ROAD, EVERSLEY ROAD, WILTON ROAD, SACKVILLE ROAD.

BEDFORD AVENUE, from the junction with DORSET ROAD SOUTH to end at junction with CANTELUPE ROAD.

CONSENT streets in Bexhill on Sea

DEVONSHIRE SQUARE and that part of DEVONSHIRE ROAD, between MARINA and PARKHURST ROAD.

PROHIBITED streets in Robertsbridge

HEATHFIELD GARDENS, WILLOW BANK, WILLOW MEWS, DARWELL CLOSE, FAIR LANE, FAYRE MEADOW, NORTH BRIDGE STREET, GEORGE HILL STATION ROAD and BISHOPS LANE from junction with GEORGE HILL to end 120m south west.

CONSENT streets in Robertsbridge

HIGH STREET from north of the junction with STATION ROAD and THE CLAPPERS south of the most southerly river crossing.

CONSENT streets in Rye

THE MINT, HIGH STREET, HILDERS CLIFF, LION STREET, MARKET STREET, EAST STREET, OCKMANS LANE, THE STRAND, THE QUAY (including the road between THE STRAND AND THE QUAY) THE DEALS, MERMAID STREET (from junction with THE STRAND to end 20m east) and WISH WARD

STREET TRADING POLICY

Bexhill

Consents are normally only be granted to traders if they are approved by the organiser of an event that is of an educational, tourist or cultural nature or that promotes Bexhill (such as the Anglo French Market, Art Festival, Christmas celebrations). In addition, consents will be granted for any event where a road closure order is made.

| Street Trading in Bexhill | | | |
|--|---|--|--|
| Street Trading during an organised event? | Commercial Event? (as defined below) | Referred to Committee for decision | Fee for a consent per stall/pitch per day |
| No | N/A | Yes | Set by Committee |
| Yes | No, charitable / non-profit event | No, delegated to Officers | Please check our web site for current fee |
| Yes | Yes | No, delegated to Officers | Please check our web site for current fee |
| | | Description | |
| Commercial Event | | Event organisers are a profit making organisation, the event is planned to generate an income that is for the benefit of the organiser or another commercial organisation. | |
| Charitable / Not for Profit | | Event organisers are a registered charity, are substantially supporting a registered charity or a charity that benefits people locally. The event may generate an income however all profits are to be used for community projects or for charitable purposes. Event organisers must be able to supply event accounts and the registered Charity Number (if applicable). | |

Applications that do not fall within the above criteria will be determined by the Licensing and General Purposes Committee.

The Council can charge a fee for a street trading consent, which must be applied for by each trader and cannot be transferred.

Consents will be subject to conditions (see example).

Battle, Robertsbridge and Rye

Consents are normally only granted to traders if they are approved by the organiser of an event that is of an educational, cultural nature or that promotes the town such as the Art Festival, Christmas celebrations, village fetes, the annual Bonfire Society celebration, Rye Medieval Festival/Seige of Rye, Festival events commemorating royal/civic occasions (organised by the Town Council). The event should be organised by the Town Council or a professional group that does not only operate for pecuniary profit. In addition, consents would be granted for any event where a road closure order is made. It would be a condition of every consent that structures etc shall be removed within 2 hours of the termination of the event. Consents will only be granted in Rye, if the flow of traffic on the A259 is not impeded.

Consents will be subject to conditions (see example).

Applications that do not fall within the above criteria will be determined by the Licensing and General Purposes Committee.

The Council can charge a fee for a street trading consent outside of the above criteria, which must be applied for by each trader and cannot be transferred.

Street Trading Offences

Any person who:-

- (a) engages in street trading in a prohibited street or a consent street without being authorised to do so; or
- (b) being authorised by a street trading consent to trade in a consent street, trades in that street –
 - (i) from a stationary van, cart, barrow or other vehicle; or
 - (ii) from a portable stall,

without having been granted permission to do so by Rother District Council under para 7(8); or

- (c) contravenes a condition imposed by Rother District Council under para 7(9)

shall be guilty of an offence and shall be liable on summary conviction to a fine not exceeding £1,000

Application

Application forms for consents can be obtained from Mrs J Phillips 01424 787527 and should be completed and returned to the Licensing Team, Rother District Council, Town Hall, Bexhill-on-Sea, East Sussex TN39 3LG at least 21 days before the event.

licensing@rother.gov.uk

Example Consent Conditions

To trade from a stall / location in Devonshire Road and Square, Bexhill-on-Sea for the period, subject to the following conditions:

1. This Consent relates to the stationing of 20 stalls, each stall not exceeding 5.5m length x 2m depth (total footprint) nor 4m in height.
2. The form, position and condition of the stall shall be in the absolute discretion of the Council which may, through its duly authorised Officer, reasonably require its alteration or removal at any time; no stall is to be placed other than in Devonshire Road or Devonshire Square, Bexhill-on-Sea.
3. The Stallholder shall maintain the stall in a proper condition ensuring that it cannot constitute a danger, nuisance or annoyance to any member of the public resorting to the street.
4. The Stallholder may not place goods beyond the boundaries of the stall either on the ground or hanging.
5. The Stallholder must exhibit his name and address / telephone number. The Council may at any time reasonably require removal or alteration of any other advertisement which is dangerous, offensive or otherwise out of character with the Conservation Area.
6. The Stallholder must dispose properly of all refuse generated by him.
7. The Stallholder and those employed by him must not shout, sing, play any musical instrument, wireless or recorded music.
8. The Stallholder must not do or permit to be done anything which in the opinion of the Council may be a nuisance or annoyance to any member of the public resorting to the street or which may be detrimental to the efficient operation of the Street Market or the adjacent shops.
9. The Consent is personal to the Stallholder (may not be transferred) and may be revoked forthwith in the event of any of the above conditions or requirements made thereunder being broken. Trading in the street without Consent is a criminal offence.
10. The Stallholder may not sell the following goods:

Live animals, birds and reptiles; fireworks, depictions of nude persons; sex shop goods; unsheathed knives; or any other items, the general sale of which is prohibited under English law.
11. The Stallholder shall comply with all relevant legislation including without prejudice to the generality the Food Safety Act 1990, the Health & Safety at Work etc. Act 1974 and the various Orders and Regulations made thereunder.
12. The event organiser must notify the Council of the name and address of each stallholder. Any changes to be notified.

13. The structure of the stall shall be removed within 2 hours of the termination of the event.
14. The street trader must be at least 17 years old.
15. Street trading is prohibited in Devonshire Road from the junction with Parkhurst Road to Devonshire Square.
16. An Event Manager is to be appointed and the name of the contact details of the Manager to be notified to the Service Manager – Environmental Services & Licensing. Any changes to be notified.
17. The Event Manager to obtain written confirmation from the Highways Authority that the plan showing the layout of the market is approved. This approved plan to be forwarded to the Service Manager – Environmental Services & Licensing. The Event Manager is responsible for ensuring that the stalls are in the position shown on the approved plan and that the operation of the market does not compromise the safety of pedestrians and other road users. Any amendments to the approved plan to be notified to the Council 7 days before the market.
18. If a temporary electricity supply is provided, the installation must be certified as safe by a qualified electrician before the market opens. The certificate to be retained by the Stallholder and be available for inspection by Council Officers at any time.
19. Please note unless a road closure order is made, the road is a highway, this consent does not grant exclusive use of the highway. The Council has no power to require any occupiers of a highway to leave and takes no responsibility in this regard.
20. Each stallholder must apply for a consent. The application form and fee to be received at least 28 days before the event.

Pedlars Certificate

You may need a pedlar's certificate if you sell door to door or in the street without a stall or fixed location.

To be a pedlar you must:

- trade on foot; and
- carry your goods with you; and
- keep walking and on the move, pausing to make sales

Certificates are issued by the police in the area in which you have resided for the previous month. You must be above 17 years of age, a person of good character, and in good faith intend to trade as a pedlar.

A fee of will be charged and the certificate will remain in force for one year.