

# Purpose

**Parks Pitch Trading Guidelines**

Bath and North East Somerset Council understands that trading is important to both the local environment and local economies recovery. Trading can provide vibrancy and interest in our Parks and Open Spaces and is an opportunity for businesses to establish themselves and grow. We are running this scheme as a trial and will assess its success.

The Parks Departments vision for Bath and North East Somerset Parks is to create a mobile trading environment which

* complements premises-based trading
* is sensitive to the needs of residents
* ensures that public spaces become active spaces
* provides diversity and consumer choice;
* seeks to enhance the character, ambience and safety of local environments
* provides local food and goods

# What is Parks Pitch Trading?

Pitch trading means selling, exposing or offering for sale any article in a Park or council owned Open Space environment.

The Council has adopted Schedule 4 of the Local Government (Miscellaneous Provisions) Act 1982 for the whole of its area and has designated specific sites in the area as ‘Consent Pitches’ for street trading purposes. In addition to street trading we have now identified suitable 'Consent Pitches within Parks and Open Spaces.

The effect of this designation is that trading in any Park is prohibited, subject to legal exemptions, without first obtaining a trading consent from the Department.

# Pitch assessment

The Council has compiled a list with the location of Parks trading pitches.

# Application Process for a Parks Pitch

When an existing or new pitch becomes available, the Council will publish details of the vacancy, inviting applications for the pitch. The details will be published on the Council’s website, marketing materials within the Parks and via Bath BID

Applications will be determined by the Parks Team Manager. If no suitable application is received, then the pitch will be re-advertised.

In situations where there are competing applications then the Parks Team Manager will decide the most appropriate applicant in consultation with the Parks Team. The pitch will be offered to the applicant whose proposal is considered the most suitable for the particular location.

Application fee of £50 is payable with each application Pitch charges (with exception to Ice cream vans) are £244.42 per month, minimum 3 month contract (£733.26).

Application for Ice- cream pitches is subject to a bid process.

# Nature of Goods and Trading Hours

The nature of goods which may be sold from any pitch will exclude the sale of alcohol

We will not normally grant a consent for the sale of goods or services which conflict with those provided by nearby shops or nearby trading pitches.

Applications will be considered on a pitch by pitch basis and have particular regard to local needs, product diversity and balanced with other retailers in the immediate vicinity.

Trading hours will normally mirror those of shops in the immediate vicinity. Extended trading hour will be determined on a pitch by pitch basis.

In the case of stalls selling hot food trading hours will be determined on a pitch by pitch basis.

# Design and Appearance of [Stall, Barrow, Van, Cart etc.](http://www.bathnes.gov.uk/services/business/street-trading)

[The](http://www.bathnes.gov.uk/services/business/street-trading) design and appearance of the stall, barrow, van or cart etc. to be used must be agreed by the Department

The condition of all pitches will be monitored regularly to ensure that the required standards are maintained.

All consent Holders trading in food products are required to be registered and inspected by the Council’s Food Safety Team. Contact details of the Food Safety team can be found on the Council’s website.

All consent Holders are required to comply with relevant health and safety regulations including those relating to electrical and gas safety. and COVID-19 social distancing and hygiene.

# Conditions and Enforcement

Standard conditions will be attached to every trading consent detailing the holder's responsibilities to maintain public safety, avoid nuisance and generally preserve the amenity of the locality.

Specific conditions will also be attached such as the days and hours when trading is permitted, the goods which may be sold and the size of the pitch.

Failure to comply with conditions may lead to revocation or non-renewal of a consent.

The consent Holder is required to obtain and maintain their own Public Liability Insurance to a minimum of £5m. This will be required to be produced for inspection before any consent is issued and on demand when requested by an officer of the Council.

# Equality

The Council is committed to equality of opportunity and believes that the diversity of the community is a major strength which contributes to the social and economic prosperity of the area.

The Council commits to ensure that no resident of, or visitor to, the area or other person associated with the Council is treated inequitably or in an unlawful or unjustifiably discriminatory manner.

The Council will take positive steps to stop any unfair/unlawful discrimination and will carry out positive action where discrimination is found.

# General

Through its tourism service and by other means, the Council will seek opportunities to promote trading activities.

This policy will complement and inform other Council initiatives including those on street markets and the public realm.

This policy will be the subject of periodic monitoring and review

This policy will inform the detailed conditions attached to every street trading consent.

This policy will be applied in a manner which is consistent with the Council's equalities policies.

**Standard Conditions**

The holder of this Consent (which expression where appropriate includes joint holders of this Consent) and

any person employed to assist on the Pitch shall produce the Consent on demand when so required by a

Police Officer or a duly authorised officer of Bath & North East Somerset Council (the Council).

The holder shall return this Consent to the Council immediately on revocation or surrender of the Consent.

The holder shall not trade otherwise than strictly in accordance with this Consent.

The holder shall notify the Council’s Parks Team at Bath & North East Somerset Council, Royal Victoria Park Nursery, Marlborough Lane, Bath, BA1 2LZ immediately of any convictions or cautions obtained by the holder of this Consent.

The holder shall not cause any obstruction of any path or roadways or danger to persons using it and shall not permit persons to gather around him or any van, cart, barrow, other vehicle or stall included in this Consent so as to cause a nuisance or annoyance or danger to any persons lawfully using the area.

The holder shall not use or suffer or permit any music playing, music re-producing or sound amplification apparatus or any musical instruments radio or television receiving sets whilst trading under this Consent.

The holder shall not place on pathway or road or affix to any equipment placed on the pathway or road or any advertising material of any description whatsoever except with the consent, in writing, of the Parks Team Manager.

The holder shall not make any excavations or indentations of any description whatsoever in the surface of the pathway or road or place or fix any equipment of any description in the said surface.

The holder shall not use the pitch for any trading purpose other than the purpose as permitted by the consent