



Catering Vans/Mobile Traders in Council Parks and Countryside Sites Procedure 2019

Contents

[Introduction](#)

[Food Hygiene Standards Required](#)

Certificate of Compliance

Food Hygiene Certificate

[Licencing Requirements](#)

[Public Liability](#)

[Operating Hours and Fee](#)

[Communications and the Right to Terminate the Agreement](#)

[Appropriate Locations for Catering Vans /Mobile Units](#)

[Code of Conduct](#)

Staffing and Customer Service

Food and Drink

Litter Bins and Removal of Waste

Engines, Power and Noise

Signage, Advertising and Furniture

[Summary Checklist](#)

Appendices:

[Appendix 1 Application to Trade in a Park or Countryside Site](#)

[Appendix 2 Community Greenspace Mobile Trading Unit Agreement Template](#)

[Appendix 3 Community Greenspace Feedback Form](#)

Introduction

The Council's parks and countryside sites are managed by Community Greenspace (CG) for public benefit. They contribute to the quality of life and wellbeing for local people and are popular visitor attractions, particularly at weekends. While the majority of visitors walk, often with friends or dogs, jogging, cycling, organised events and competitive games are all common activities in many parks. Public facilities vary, most sites have paths and car parks, and children's' play areas and football pitches or kick about areas are provided in most parks. A few parks have toilets and pavilion style catering, others are near shops, however in most cases there is no opportunity to buy snacks. The Council does not provide catering, but where it is available it can add to some visitor's enjoyment and possibly extend their stay. Popular park based pavilions are established at the South Inch in Perth and at MacRosty Park in Crieff. A few trading vans (ice cream or burger), which have applied for permission to trade in parks and have met Councils' requirements, have been given temporary licences to operate within a small number of parks to date.

This procedure summarises the Councils' requirements which all traders must meet and operating principles which they should aim to adopt on greenspace sites. This ensures potential applicants have the same information and informs the public of the operating standard and code of conduct that traders operating on Council greenspace sites should follow. These 'rules' ensure a positive experience for both customers and traders and that any potential negative effects, such as littering or noise, do not occur.

The arrangements for each trader will be detailed within individual Council agreements. These are specific to the site and the individual trader and does not allow for subletting. Traders are given exclusive rights for the site for the agreed period, except for organised events which may use their own caterers. Sites are allocated on a first come first served basis.

Food Hygiene Standards Required

Certificate of Compliance

All mobile food units must be registered as a food business with a Local Authority. There is no charge for registration or for the food hygiene inspection carried out by a Council's Environmental Health Team which will ensure the unit is adequately equipped to operate hygienically as defined by the Mobile Traders Food Hygiene National Standard. A Certificate of Compliance is issued if it meets this standard and is required to apply for a Street Traders Licence (see below). The certificate has the vehicles registration, is valid for three years and must be displayed while trading.

Food Hygiene Certificate

The Council's Environmental Health Food Safety Team inspects premises including mobile units to ensure that food hygiene is meeting food safety legislation standard (Food Safety Act 1990). The Food Hygiene Certificate where issued should be displayed while trading to give confidence to customers although display is not required.

Licencing Requirements

A Council [Street Trader's Licence](#) is required to operate within Perth and Kinross. This ensures public safety by checking that every trader is a 'fit and proper' person. The licence includes a photograph of the trader which must be must worn because only licenced traders can sell goods and handle money. This licence restricts trading in any one place to a maximum of one hour. Traders wanting to operate for longer than an hour from a particular location, such as a park, need to obtain a variation to their licence and landowner's permission.

Licencing is a function of the Council's Legal Services who consult with Environmental Health, the Police and CG (or Roads if not in a greenspace) prior to granting the licence. Variations also require public consultation regarding the intention to trade in the location so residents and others who are likely to be most affected can comment. Any written objections or representations from consultees require consideration of the application by the Licencing Committee. Licences can apply for 1 year (at cost of £160) or 3 years (at cost of £230) and for a variation there is a charge of £100 per location.

The conditions attached to the licence require that public health and safety considerations are fulfilled. This includes ensuring adequate:

- Hygiene standard (as detailed above)
- Product standard & labelling
- Litter / waste removal
- Noise limitation

Further information and an application form for the licence is available on the Council website. Those with existing licences need a variation to trade for each location (at cost of £100 per location).

Where a trader applies to operate in a greenspace area (including parks and countryside sites) the permission of CG is also required. CG will provide a further detailed agreement for discussion with the applicant. This includes the specific location, period and hours of trading and other conditions which should be met by the applicant (as discussed below). This signed agreement is required to inform the application for the variation of the Street Trader's Licence.

The Council reserves the right to agree separate catering arrangements for specific self-contained events at parks and the countryside

Public Liability Insurance

The Council requires everyone trading or running events on Council land to have Public Liability Insurance Cover for Third Party Risks (including products liability) for at least £5 million. The Trader must indemnify the Council against all claims arising from any loss or damage, or injury or death arising from the permission to trade on Council land. A copy of the Public Liability Insurance Certificate must be provided prior to any agreement being finalised (ideally at the time of applying).

Operating Hours and Fee

For greenspace sites the maximum daily operating hours is during daylight hours (7am – 10pm in summer). The minimum number of days on in any week required of the trader is 2. The fee for 2019/20 is £150 per month which must be paid one week in advance on a quarterly basis. A deposit of £500 is also required on receipt of the signed agreement which will be returned in full at the end of the agreed period of operation assuming all conditions have been met. The circumstances for which the deposit will not be returned are detailed within the agreement (eg vehicle damage to the grass).

Communications and the right to Terminate the Agreement

The agreement will be between the licenced trader and the Council. A named council officer will be given as a contact. If concerns arise, and particularly if there are incidents involving the public, these should be discussed and any appropriate remedial action agreed. Any serious accident or altercation should be reported to CG ASAP and certainly within 24 hours.

CG retains the right to withdraw permission in the event that required conditions are unmet, or public complaints arise and are substantiated. The trader has the right to terminate the agreement giving a minimum 7 days' notice. CG and the trader must provide the other party with reason(s) for termination of the agreement in writing.

At the end of the season a brief written summary of the trading experience (including an estimate of numbers of customers/final profit) should be submitted to the CG contact which will inform future CG/trader considerations. A basic feedback form is given as an annex to this policy.

Appropriate Locations for Catering Vans /Mobile Units

The Street Trader Licence conditions require mobile units to be at least 100m from the nearest shop selling similar goods and only one catering van per park or countryside will be authorised. The careful location of a catering van within any site is essential, it must be obvious to potential customers, while not intrusive to other users. Van associated signage and furniture (bins, tables and chairs) and positioning of queues must also be considered. The most obvious place is within, or near to, the car park and main access point. Where there are tracks or paths wide enough for vehicles vans can get access to play areas and other attractions where people gather. To avoid targeting children too directly vans must be at least 100 metres from the play area. Vans must be on hardstanding and use the prescribed access route to avoid damage to amenity grass areas. Vans must also be positioned to avoid creating an obstruction for users groups (which may include those with prams and wheelchairs). Any gates /barriers must be closed (relocked if lockable) after use. The specific location within any site for the trader will form part of the agreement with CG and be annotated on a site plan.

The Council reserves the right to instruct vans to move locations for whatever reasons that the Council's Civic Government Licensing Officer determines are valid reasons for the van to be moved.

Code of Conduct

Greenspaces are provided for public enjoyment, fresh air and exercise it is therefore appropriate and desirable for traders to provide a high standard of customer service, provide healthy snack options and be environmentally responsible ('green' as detailed below).

The details of the following trading options must be agreed with the Council in advance. Some are required others are optional as clarified within the check list given in the summary section.

Staffing and Customer Service

The licence is for a named trader who should be on site and is responsible for any assistants. All staff must be suitably clothed and trained to offer a friendly and courteous service and be paid at least the minimum wage by the trader. Traders and staff should familiarise themselves with the site and area and be able to answer basic orientation enquiries.

Food and Drink

Vans in greenspaces will be expected to offer a good quality product with options for different customer preferences. This should extend to vegetarian food and non-

fizzy/sugary drink options and a healthy eating approach should be taken. Home baked and food cooked and served on site is preferable to pre-packaged food. Unnecessary wrapping and distribution of disposable utensils should be avoided or minimised. Products must be accurately described and the prices displayed.

Sale of alcohol, cigarettes or e-cigarettes is not allowed. The trader and staff must not smoke while on site.

Litter Bins and Removal of Waste

Traders are responsible for collection and disposal of all litter and other waste created by them and for encouraging customers to use the bins they provide. At the end of each day the trader must ensure there is no litter left around the outlet. The trader will not tip waste materials into waste bins or drains / gullies.

Returnable schemes for bottles and segregated bins to aid recycling, or the use of biodegradable cups, containers, serviettes and utensils, should be used.

Engines, Power and Noise

A speed limit maximum of 5mph must be observed on site, vehicles must give way to non-motorised users. Electric vehicles are preferred. Engines should be turned off while on site, unless required as a catering power source, to avoid emissions and noise. Generators are preferable but must be quiet models or fitted with sound-proof casing, insulators and/or mufflers (noise output not to exceed 60db).

The trader must provide all necessary equipment for the operation of the van including fire-fighting equipment and ensure that all equipment is serviced regularly in accordance with the relevant statute

Signage, Advertising and Furniture

Signage and advertising of the catering facility is acceptable. No subsidiary or associated advertising is permitted, however requests from the community to advertise a park/site based event (or voluntary group) can be accommodated if possible.

Awnings, tables and chairs and decorations (eg floral) can be set out by the trader if space allows and may encourage more and regular custom and provide additional opportunity for trader/customer relationships to develop. Water dishes for dogs may also be welcome.

All signage and furniture must be positioned to avoid obstruction or nuisance to the public, must be secured against wind, be provided within operating hours only and is solely the responsibility of the trader.

Summary checklist

The list below provides a quick reference to show trader requirements and options.

Requirement	Option
Registration of food business & Certificate of Compliance per van/unit must be displayed	
Food Hygiene Pass Certificate must be displayed	
Street Trader's Licence displayed	
Public Liability Insurance Certificate (min £5M) must be displayed	
Landowner permission (CG Agreement)	
Fee (£150/month) & Deposit £100 (returnable)	
Good customer care	
At least minimum wage for employees	
Healthy eating options available	Home baked/ food cooked on site (rather than pre-packaged)
Food must be accurately labelled	
Prices displayed	
No smoking /sale of smoking products or alcohol	
Bins provided & all waste remove from site daily	
Minimise packaging waste	Recycle or use biodegradable items
Minimise sound output (60db or less)	Music
	Self-promotion & furniture

Appendix 1 Application to Trade in a Park or Countryside Site

For guidance on completing the form please refer to the policy document: Catering Vans/Mobile Traders in Council Parks and Countryside Sites Policy 2019

Perth & Kinross Council, Community Greenspace (CG) Application to Trade in a Park or Countryside Site Please complete and send to parkevents@pkc.gov.uk	
Trader Name	
Business Name	
Type of trading (eg burger/ice cream)	
Contact details: Mobile phone	
E-mail	
Address with post code	
Vehicle Registration	
Street Trader Licence Reference	
Certificate of Compliance Reference	
Public Liability Insurance (min £5M) please attach a copy certificate	
Location Requested (park/site name)	
Period Requested (start/end date)	
Please state how you will provide for healthy eating and minimise packaging	
Please describe the van/ mobile unit (size, power source) and any additional items you intend to place on site (signs/furniture)	

Appendix 2 Community Greenspace Mobile Trading Unit Agreement Template

Perth & Kinross Council, Community Greenspace (CG) Agreement to Trade in a Park or Countryside Site in favour of the named Trader below only (no sub-letting allowed)	
Trader Name	
Business Name	
Type of trading (eg burger/ice cream)	
Contact details:	
Mobile phone	
E-mail	
Address with post code	
Vehicle Registration	
Street Trader Licence Reference	
Certificate of Compliance Reference	
Public Liability Insurance (min £5M)	
Location (park/site name)	
Location description and site access (see map attached)	
Agreement Period (start/end date)	
Charges paid in advance by cheque made out to 'Perth & Kinross Council' (£150/ month quarterly) due date	
Deposit (£500 returnable) due date	
<p>Conditions (see detail 1 – 10 below)</p> <p>Summary (tick box): 1. Speed limit 5 mph <input type="checkbox"/> 2. All barriers closed after use <input type="checkbox"/></p> <p>3. No smoking/fires <input type="checkbox"/> 4. Refund of deposit <input type="checkbox"/> 5. Customer care <input type="checkbox"/></p> <p>6. Reporting incidents <input type="checkbox"/> 7. Healthy eating <input type="checkbox"/> 8. Minimisation of packaging <input type="checkbox"/></p> <p>9. Removal of all waste/litter <input type="checkbox"/> 10. Signage & furniture <input type="checkbox"/></p>	
Extent of compliance with 7 & 8 above:	
Detail of 10 above:	

Acceptance – I agree to abide by the conditions set out in this Agreement and the Street Traders Licence and pay the agreed charges in advance.	Signed (trader)..... Date.....
CG Acceptance Named CG contact: Dave Stubbs dstubbs@pkc.gov.uk	Signed (CG)..... Date.....

Agreement conditions please refer to the policy document: Catering Vans/Mobile Traders in Council Parks and Countryside Sites Policy 2019. Conditions of the Street Traders Licence & Variation and Food Safety also apply.	
1	Speed limit – a maximum speed of 5mph to be observed at all times on site. Give way to non-motorised users while moving within the site.
2	Gates - all gates or barriers must be left as they were found (closed /secured barriers must be closed/ secured after use).
3	No smoking/fires – no smoking is allowed while trading and no lighting fires on site.
4	Refundable deposit – this will be returned 1 week after the end date unless damage has been caused to the site, or litter or items belonging to you has not been removed.
5	Customer care – trader & staff must be polite and able to provide basic site orientation information to the public on request.
6	Reporting incidents – any accident or serious altercation must be reported to CG ASAP and within 24 hours.
7	Healthy eating - Traders should offer healthy eating options including vegetarian options. Drinks should include still, low sugar options,
8	Minimisation of packaging – biodegradable cups, containers, serviettes and utensils, should be used, or recycled products and collection facilities should be provided.
9	Removal of all waste/litter – also a condition within the Street Traders Licence. The Trader must collect and remove all waste created by them from the site.
10	Signage & furniture - must be positioned to avoid obstruction or nuisance to the public, must be secured against wind, be provided within operating hours only and is solely the responsibility of the trader.

Appendix 3 Community Greenspace Feedback form

<p>Trader Feedback Form – Please complete and return to Community Greenspace at DStubbs@pkc.gov.uk ASAP after your agreement expiry date. This will help inform future trading agreements for greenspace sites. Thank you.</p>		
Trader Name		
Location of van/unit (park/site)		
Period of Agreement (dates)		
<p>Approximate hours per day on site (break down by month if notably variation) and corresponding approximate number of customers (or average profit)</p>	Month	No. customers
<p>Please rate the overall trading experience 1-10 where 1 is poor and 10 is excellent.</p>		
Any other comments?		