

Street Trading Panel



Report of Head of Housing and Environment

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To: Street Trading Panel

DATE: 26 May 2021

REPORT NO:

Application for a street trading consent for Helen Browning's Royal Oak at White Horse Hill car park, Woolstone

Recommendation

That the panel consider the application for a street trading consent and the relevant representations and decide whether to a) grant the consent as applied for b) grant the consent after modifying any conditions to such extent as the authority considers appropriate or c) reject the application.

Purpose of Report

- 1 To present the facts and relevant representations received in respect of an application for a street trading consent for Helen Browning's Royal Oak at White Horse Hill car park, Woolstone to the Street Trading Panel in order that it can determine the application under provisions of the Local Government (Miscellaneous Provisions) Act 1982.

Strategic Objectives

- 2 The relevant strategic objectives are 'Working in an open and inclusive way' and 'Building healthy communities'.

Background

- 3.1 The powers to control street trading within the councils' areas are contained within Schedule 4 to the Local Government (Miscellaneous Provisions) Act 1982, ('the Act'), which has been adopted by the council. The council adopted its Joint Street Trading Policy ("the policy") to take effect from 1 October 2014.

- 3.2 Street trading consents will normally be granted by the licensing officer under delegated powers but as objections have been received during the consultation period, the application has been referred to the Panel for a decision.
- 3.3 On 13 February 2021, an application for the grant of a new street trading consent was submitted by Mr Timothy John Finney for a street trading consent for White Horse Hill car park, Woolstone. A copy of the application is attached at **Appendix A**.
- 3.4 The application is for the sale of hot and cold food and drinks. The dates and times of trading proposed are from 10:00 – 16:00 Wednesday to Sunday.
- 3.5 A representation in support of the application has been received from the Clerk to Uffington Parish Council (**Appendix B**)
- 3.6 The following representations have been received objecting to the application:
- Councillor Nathan Boyd (**Appendix C**)
 - Woolstone Parish Council – Chairman Mr Paul Jacobs (**Appendix D**)
 - Local resident – Mr Michael Holmes (**Appendix E**)
- 3.7 The applicant has been notified that they may require planning permission for change of use if they wish to trade for more than 28 days in any calendar year.
- 3.8 A map showing the proposed location of the street trading unit can be found at **Appendix F**.

Street Trading Policy

- 4.1 In accordance with section 5.5 of the council's policy all new street trading consent applications (except from mobile street traders) will be subject to a 28 day consultation period. The consultation will seek the views of local residents and businesses that may be directly affected and statutory agencies whose responsibilities may be impacted by the proposed business. Consideration will be given to all written objections, which are not irrelevant, frivolous, vexatious, or repetitive).
- 4.2 Section 5.6 of the policy sets out the following criteria which will be considered in deciding whether a street trading consent will be granted and on what conditions:
- a) Public safety**
- Whether the street trading activity represents, or is likely to represent, a risk to the public from the point of view of obstruction, fire hazard, unhygienic conditions or danger that may occur when a trader is accessing the site. Oxfordshire County Council Highways department will be consulted on all applications to ensure high standards of road safety for applicants, customers and other road users.

b) Public order

Whether the street trading activity represents, or is likely to represent, a risk to public order. Thames Valley Police will be consulted on all applications regarding public order.

c) Preventing nuisance or annoyance

Whether the street trading activity represents, or is likely to represent, a risk of nuisance or annoyance to the public from noise, odour, fumes, litter or the discharge of fluids, particularly in residential areas. The relevant council's environmental protection team will be consulted on all applications regarding the prevention of nuisance.

d) Written objections or support from local residents or their representatives

Residents will be alerted to street trading applications via a yellow A4 notice erected at the proposed consent location. The relevant town or parish council and district ward councillor will be consulted on applications for street trading consents in their area.

e) Proximity to schools and colleges

Street trading consents for businesses supplying hot or cold food or confectionery between 08:00 and 16:00 will not be granted for locations within 100 metres of the boundary of a school or college.

f) Planning permission

A street trading consent will only be issued where planning permission has been granted or there is written confirmation that permission is not required.

g) Appearance of the stall or vehicle

Any stall or vehicle from which trading is permitted must be maintained and presented to the same standard as originally manufactured. Internal and external finishes must be free from defects or damage. Any stall or vehicle must meet the criteria, including size, laid down in the standard consent conditions.

h) Food traders

Applicants for stalls or vehicles selling food must hold a current Level 2 Food Hygiene Certificate accredited by The Chartered Institute of Environmental Health, The Royal Society of Health, or The Royal Institute of Public Health and Hygiene. All businesses must be registered with the Food and Safety team in the district within which the stall or vehicle is kept overnight. If this is not within the Vale of White Horse district or South Oxfordshire district the business should notify the Food and Safety team of the location from which they intend to trade. Any changes must be notified to the Food and Safety Team 28 days prior to the change.

i) Proximity of similar businesses

Objections based on the proximity of similar business will be considered but limited weight will be given to objections based solely on grounds of competition.

Options

- 5.1 Where an application is referred to the street trading panel, it will determine each application on its own merits. Members of the street trading panel will consider all information attached to the application.
- 5.2 If the panel is minded to grant the consent, the standard conditions that would be attached can be found at **Appendix G**.
- 5.3 In view of the above, the panel is requested to consider the application for a street trading consent and decide whether to:
 - a) grant the consent as applied for
 - b) grant the consent after modifying any conditions to such extent as the authority considers appropriate or
 - c) reject the application.

Financial Implications

- 6 The applicant has no right of appeal to the magistrates' court but they may seek a judicial review of the decision of the council. The council would incur costs should this occur, although the court may decide to award costs in the event that the application was unsuccessful.

Legal Implications

- 7.1 The Human Rights Act 1998 requires public bodies to ensure everything they do is compatible with Convention Rights and makes it unlawful for a public authority to act incompatibly with those rights. When determining whether to grant the application the panel will be aware of human rights considerations, specifically Part 1, Article 6, the right to a fair trial, Part 2 and Article 8 the right to respect for private and family life for those making representations.
- 7.2 The hearing of all applications is subject to the principles of natural justice.
- 7.3 Section 17 of the Crime and Disorder Act 1998 states, 'without prejudice to any other obligation imposed on it, it shall be the duty of each authority to exercise its various functions with due regard to the likely effect of those functions on, and the need to do all that it reasonably can to prevent crime and disorder in its area'.

Conclusion

- 8 This report provides information submitted by the applicant and those who have submitted representations in support of and against the application. The panel should determine this application having regard to the application, the representations made and the Joint Street Trading Policy, using the options outlined in section 5 of this report.

Background Papers

Appendix A - Application

Appendix B - Representation from Uffington Parish Council
Appendix C - Representation from Councillor Nathan Boyd
Appendix D - Representation from Woolstone Parish Council
Appendix E - Representation from local resident – Mr Michael Holmes
Appendix F - Location plan
Appendix G - Standard conditions attached to street trading consents

Appendix A – Application

APPLICATION FOR A STREET TRADING CONSENT

Local Government (Miscellaneous Provisions) Act 1982



Please read the council's street trading policy and the guidance on the previous page before completing this application form.

Section 1: Application Type

Application for new consent	<input checked="" type="checkbox"/>	Application for renewal of an existing consent	<input type="checkbox"/>
Application to vary consent	<input type="checkbox"/>	Existing consent number:	

Section 2: Applicant Details

Surname: Finney	Mr / Mrs / Miss / Ms / Other:
First names (in full): Timothy John	
Permanent address: Eastbrook Farm Bishopstone Swindon SN6 8PP	
Date of birth: 28/04/57	Place of birth: West Yorkshire
National Insurance Number: WB 883733 D	
Home or business telephone number: 01793 790481 work	
Mobile telephone number: 07976 321797	
Email address: tim@helenbrowningorganics.co.uk	

NB If you change any of your contact details, you MUST inform us

Section 3: Trading Details

Trading Name: Helen Browning's Royal Oak
What do you want to sell? Organic hot food—pulled pork, hot dogs/sausages, bacon; soup; home made pastries, sweet and savoury; home made cakes. Tea coffee, soft drinks. All organic; meat, dairy and flour ingredients from our own farm; home made in our pub kitchen; vegetarian and gluten free options; no alcohol
Address of proposed pitch: (mobile traders should just write 'mobile' in this box and detail the locations they propose to travel around on each day in section 4) White Horse Hill Car Park, Woolstone, SN7 7QN
Description of location including exact position of vehicle/stall: National Trust White Horse Car park, Uffington, Oxfordshire. Within car park on Eastern edge, opposite parking ticket machine, set against grass bank

Name of landowner and contact details: National Trust
Contact is local NT agent Charles Leather 07836 767116

Section 4: Days and Hours of Operation

Please use the 24hr clock, e.g. 10:00 to 20:00

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
Start	:		10:00:	10:00:	10:00:	: 10:00	10:00:
Finish	:	:	16:00	16:00:	16:00:	16:00:	16:00:

For mobile traders ONLY, please confirm trading location(s) on each day:

Day	Location(s)
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

Section 5: Vehicle Details (If applicable)

Make and Model: Towability food trailer serial number 04045086

Colour: Blue

Registration of Vehicle: n/a

Date First Registered: 2003

Address vehicle kept at: Royal Oak Cues Lane Bishopstone Swindon SN6 8PP

Section 6: Stall Details (If applicable)

Description/Colour: Blue double axle trailer

Towing Vehicle Make/Model: Landrover

Registration: L380 VAC

Address stall kept at: Royal Oak Bishopstone Swindon SN6 8PP

Section 7: Food Business Details (if applicable)

Detail of food safety qualification: Head chef/operator Manfred Neder- Level 3 (see photo)

Registered address of food business: c/o Royal Oak as above

Local authority where food business is registered: Swindon Borough Council

Please give any trading name you may use: Helen Browning's Flying Pig

Section 8: Other Street Trading Consents

Do you hold or have you ever held a street trading consent issued by any Licensing Authority (including Vale of White Horse District Council)

Yes ☐ No ☒

If YES, please list the authorities you have been licensed by and the dates:

Licensing authority	Dates

Have you **ever** had an application for a street trading consent refused, revoked or suspended by any Licensing Authority (including Vale of White Horse District Council)?

Yes ☐ No ☒

If YES, please give details below: (please include dates and name of authority)

Licensing authority	Dates

Section 9: Additional Information

Are there any other factors / information that you wish the council to take into consideration when determining your application? *(please continue on a separate sheet if you require more space)*

We are a local farming business with a record of trading, selling, and cooking organic food from our own farm for the past 30 years, under the Helen Browning/organic name. We have operated a tenanted pub and restaurant, and latterly a hotel, within the village, for the past 14 years. For a period between 2003-2007, we also operated full time on the national festival/events circuit, operating for example as HB's Flying Pig serving hot organic food at Lords (cricket) Goodwood (motor sport), Twickenham (rugby) and National Trust(music).

Our vehicles have been restored to full legal and operational status; we are enthusiastic to operate on a more local basis than previously, with a simpler offer, and an offer that is more environmentally sustainable and acceptable.

The COVID-19 related surge in people using the UK's open spaces seems an appropriate time to offer healthy food outdoors.

Our overall operational risk assessments have been modified (and staff trained) to take into account COVID-related risks, including sanitising before approaching the vehicle, where/how to queue, payment systems etc.

The vehicles have been converted to run on solar power—water pumps, extractors, lighting, cool food space/fridges. No generators at all.

We are proposing working with an anti-litter charity (hubbub.org.uk) to incentivise people to take their litter home and recycle properly. We run proper recycling bins with our vehicles, for food waste, tin/metal/glass/paper etc, which we remove every day and recycle using our own facilities.

Our food offer: we cater for carnivores, vegetarians and people with certain food allergies, eg gluten, dairy.

Our head chef is Manfred Neder, and he is totally responsible for the operation on location, whether he is cooking, serving, overseeing or making daily checks. He is certified to level 3 Food Hygiene. He has worked for our business for 4 years. Every member of operational staff is or will be certified to minimum level 2 in food hygiene.

We propose to bring the vehicle to site each day, and remove at the end of the day.

The draft contract between ourselves and the National Trust for using the White Horse car park was drawn up before Christmas 2020, but then went on hold due to lockdown measures. Both parties are now agreed that the contract should be fulfilled in part before end of March 2021, when a new contract will be issued assuming that both parties, and VWH, are happy with the operation. Our plan is to use 28 days operationally this calendar year—as advised by VWH planning people in correspondence-- without further planning requests, and to assess whether a full planning application is worthwhile for all parties during that time.

Our trading vehicle is a blue double axle trailer; the tow vehicle is currently a red farm landrover.

Please contact me, Tim Finney, if there are any other questions at all. Thank you

Declaration

I confirm that the information given by me in this application is correct and true to the best of my knowledge. I will inform Vale of White Horse District Council of any changes to my circumstances that may affect my application. If granted a consent, I declare that I will comply with such Acts, Byelaws and conditions as are in force in the District.

I declare that I have read and completed this application myself and I have read and understand the council's street trading policy and conditions.

I understand that it is an offence to carry of the business of street trading without first being granted a consent.

I understand that the council may share any of this information with other agencies if it is considered necessary for the prevention of crime or for reasons of public safety.

Please note: An applicant commits an offence if they knowingly or recklessly make a false statement or omit any relevant information and any licence issued may be revoked. Information provided on application forms will be disclosed to other agencies such as the Police where there is a legal requirement to do so, for example in relation to the investigation of a suspected offence. This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing and administering public funds for these purposes.

SIGNATURE

_____TJF_____

PRINT FULL NAME: _Timothy John
Finney_____

DATE: _____February 13
2021_____





DATED

2020

THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY

-and-

Helen Browning Organics

LICENCE FOR THE RETAIL SUPPLY OF HOT & COLD ORGANIC FOOD & SOFT DRINKS
AT

White Horse Hill Car Park

THIS LICENCE is made the day of 2020

BETWEEN:-

1. THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY (Registered Charity Number 205846) whose registered office is situated at Heelis, Kemble Drive, Swindon, SN2 2NA ("the Trust"); and

2. Helen Browning Organics of Eastbrook Farm, Bishopstone, Swindon SN6 8PL (“the Licensee”)

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Licence the following words have the following meanings:

‘Access Way’	The road coloured brown on the Plan or such other road or track giving reasonable access to the Designated Sites as the Trust from time to time designates
‘Business’	The business carried out on or from the Designated Sites under this Licence
‘Designated Sites’	A site within the area outlined red on the attached licence plan, being an area suitable for trading and not blocking or obstructing the use of the car park as a car park, the Trust may from time to time in its absolute discretion propose an alternative designated site with 28 days’ notice to the Licensee.
‘Enterprises’	The National Trust (Enterprises) Limited (Company Registration Number 01083105) whose registered offices is at Heelis, Kemble Drive, Swindon SN2 2NA
‘Licence Fee’	15 % of Turnover payable monthly in arrears.
‘Licence Period’	From and including 1 st January 2021 to and including 31 st March 2021 – maximum of 28 days trading
‘Van’	One van being the size and design approved in writing by the Trust, or such other or additional vans which have been approved in writing by the Trust which the Licensee proposes be used in connection with the rights permitted by the agreement in substitution thereof. The Licensee agrees that the van’s engine will not be left running whilst parked or whilst trading on site.
‘National Trust Group’	The National Trust for Places of Historic Interest or Natural Beauty of Heelis, Kemble Drive, Swindon SN2 2NA (registered charity number 205846) (the “National Trust”) and any company or legal entity controlling, controlled by, or under common control with the National Trust (which for the avoidance of doubt includes Enterprises)
Opening Times	A minimum service requirement of the following: 10am – 4pm every weekend, public holidays and during school holiday periods
‘Payment Dates’	The fifteenth day of each month during the licence period.
‘Permitted Products’	The vendor is permitted to Hot & Cold Organic Food and Soft Drinks, but no other products.
‘Plan’	The plan(s) attached to this Licence
‘Property’	White Horse Hill Car Park as identified by red edging on the Plan
‘Regulations’	All relevant legislation, regulations, requirements, bylaws, permissions, licenses, certificates and best practices (including those set out in the “Event Safety Guide” issued by the Health and Safety Executive and The National Trust’s Health and Safety Guidance Note no. 10 “Health and Safety at Events”), statutory or otherwise in connection with the sale of the Permitted Products, including without limitation those relating to consumer protection, CRB checks, health and safety and environmental protection
‘Repair Costs’	The costs incurred in restoring the Designated Sites as nearly as possible to their former condition and to make good all damage caused by the Licensee or Licensee’s sub-contractors to include but not be limited to the replanting of trees shrubs flowers and re-turfing of lawned areas such restoration to be carried out by a professional body of the Trusts’ choosing and to be conducted and completed to the satisfaction of the Trust
‘Uncontrollable Event’	An event caused by circumstances outside the reasonable control of the party affected but expressly excluding any illness or injury of the Licensee, Licensee’s personnel or sub-Licensees, any dispute between the Licensee and such persons or any failure of such persons to supply goods or services.

2. LICENCE

- 2.1 The Trust grants to the Licensee the right for the Licence Period to place the Van in the Designated Sites during the Opening Times for the sale of the Permitted Products to the general public and the Licensee agrees to pay the Licence Fee and comply with the other obligations on the part of the Licensee set out in this Licence
- 2.2 The Trust reserves the right to temporarily prohibit or restrict the Licensee's use of the Designated Sites upon 28 days notice where the Trust, Enterprises, or anyone authorised by them, intends to stage an event at the Property
- 2.3 The Trust may terminate this licence if in its absolute discretion it decides that the operation of the Designated Sites is having an adverse impact on visitor safety to the Property or neighbouring Trust land.

3. PAYMENT OF THE LICENCE FEE AND OTHER MONIES

Licensee's obligations

The Licensee shall:

- 3.1 pay to the Trust:
 - 3.1.1 the Licence Fee payable in arrears on the Payment Dates. The Licence Fee will be calculated at 15% of Turnover which will be provided to the Trust by the tenth day of each month for the previous month's trading.
 - 3.1.2 interest at the rate of 4% per year over the base lending rate from time to time of Barclays Bank plc on any sum payable by the Licensee under this Licence which is paid more than seven days after it is due (whether or not the Trust has issued a demand for it)
- 3.2 reimburse the Trust in full for any and all Repair Costs incurred by any member of National Trust Group in relation to this Licence

4. USE OF THE DESIGNATED SITES

Licensee's obligations

The Licensee shall:

- 4.1 make available to the general public the Permitted Products only
- 4.2 agree the pricing structure for the Permitted Products before the commencement of the licence with the Trust and to ensure that any change to the pricing structure for the Permitted Products during the season is approved in advance in writing by the Trust
- 4.3 keep the Designated Sites clean and tidy and clear of rubbish and leave them in a clean and tidy condition and free of the Licensee's equipment, goods and chattels at the end of each day and at the end of the Licence Period. In particular the Licensee must place a litter bin on the Designated Sites and must empty this daily on leaving the Designated Sites and must collect all litter originating from the Designated Site on a daily basis.
- 4.4 perform its obligations using appropriately qualified and trained personnel exercising due care and diligence at all times and shall keep the Business well stocked and properly attended, managed and controlled at all times when the Business is open to the public;
- 4.5 observe (and ensure that its employees agents observe) all applicable Regulations and any other practical requirements stipulated by the Trust;
- 4.6 ensure that the Property including and the Designated Sites are vacated on a daily basis by any time directed by the Trust;
- 4.7 observe any reasonable rules and regulations the Trust makes and notifies to the Licensee from time to time, governing the Licensee's use of the Designated Sites and the rights granted by this licence;

- 4.8 promptly reply to and rectify any complaint received by the Licensee concerning the Licensee's use of the Designated Sites and to notify the Trust in writing of any such complaint received within five working days of receipt;
- 4.9 provide at the Licensee's own expense all items of equipment as the Trust shall from time to time consider necessary for the proper operation of the Business;
- 4.10 promptly reply to and rectify any complaint received by the Licensor concerning the Licensee's use of the Designated Sites;
- 4.11 maintain high standards regarding sale of the Permitted Products, food preparation, hygiene, service, the appearance of the [Van[s] and] Business and the appearance and conduct of all persons working at the Designated Sites (all such standards to be to the Trust's reasonable satisfaction);
- 4.12 comply with the Trust's reasonable directions concerning the removal and disposal of refuse and litter and the Licensee must forthwith follow up and rectify any complaints made by the public concerning litter on the Designated Sites; and
- 4.13 immediately notify the Trust of any incident arising in connection with or which might affect directly or indirectly the Business and/or the Trust.
- 4.14 only use a vehicle to sell the produce from which has first been approved by the Trust in writing.
- 4.15 comply with all relevant legislation and all relevant Government guidance and guidance from other relevant regulatory bodies as to the safe operation of the Designated Sites in light of the severe acute respiratory syndrome coronavirus 2 ('the Coronavirus') including but not limited to social distancing obligations and the safe conduct of trading operations;

The Licensee shall not:

- 4.16 bring any furniture, equipment, goods or chattels onto the Designated Sites without the consent of the Trust, except as is necessary for the exercise of the rights given in clause 2;
- 4.17 display any signs or notices at the Designated Sites without the prior written consent of the Trust;
- 4.18 use the Designated Sites in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Trust its invitees and customers or to the owners, occupiers or users of any adjoining or neighbouring property;
- 4.19 infringe or cause the Trust to infringe the legal rights of any third party or do anything that in the opinion of the Trust would harm or lower the reputation of National Trust Group; nor
- 4.20 use any intellectual property owned by the Trust (including without prejudice to the generality of the foregoing any trademarks) without the written consent of the Trust;

5. COMPLYING WITH LEGISLATION

Licensee's obligations

- 5.1 The Licensee agrees they are fully aware of the actual state and condition of the Designated Sites and shall take all reasonable precautions necessary to prevent accidents or injury to any person or persons using the Designated Sites.

The Licensee shall not:

- 5.2 do anything that will or might constitute a breach of any statutory requirement affecting the Business or that will or might wholly or partly vitiate any insurance effected in respect of the Property from time to time and must in particular comply with all public health regulations enacted for the time being and all enforcement notices served in relation thereto;
- 5.3 install or fix, or permit third parties to install or fix, electrical equipment at the Designated Sites and all portable equipment must have a current test certificate; nor
- 5.4 bring or use any explosives or dangerous substances (including but not limited to fireworks) on to the Property or use naked lights or hold or permit any activity that might involve danger to the public.

6. DEALING WITH THE LICENCE

Licensee's obligations

This Licence is personal to the Licensee and the Licensee shall not sub-licence, assign, share or sub-contract any of its rights or obligations.

7. INSURANCE

Licensee's obligations

The Licensee shall arrange insurance cover in respect of Employer's and Public Liability with the level of cover under the latter being a minimum of five 5 million pounds per claim and will supply evidence of this cover to the Trust when requested.

8. ENDING THE LICENCE IF THE LICENSEE IS AT FAULT

The Trust and the Licensee agree that:

- 8.1 the Trust is entitled to terminate this Licence before the end of the Licence Period whenever:
 - 8.1.1 the Licensee is fourteen days or more late in paying the Licence Fee, even if it was not formally demanded;
 - 8.1.2 the Licensee has not complied with any material obligation in this Licence and, in the case of a breach which is capable of being remedied, that breach has not been remedied within 30 days of a request in writing so to do; and/or
 - 8.1.3 the Licensee:
 - (a) convenes a meeting of its creditors;
 - (b) makes a proposal for a voluntary arrangement within Part I Insolvency Act 1986 or for any other moratorium, composition, rescheduling, reorganisation, scheme or other arrangement with its creditors;
 - (c) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) has a liquidator, receiver, administrative receiver or similar officer appointed in respect of all or any part of its business or assets; or
 - (e) submits a petition or convenes a meeting for the purpose of considering a resolution or takes any other steps for its winding up or for the making of an administration order.
- 8.1.4 If in the Trust's reasonable opinion, the Licensee has not complied with clause 4.13
- 8.2 The termination of this Licence will not affect any accrued rights or liabilities of either party, or the coming into or continuance in force of any provision, that is or are expressly or by implication intended to come into or continue in force on or after the termination of this Licence.

9. OTHER ACTIVITIES

Nothing in this Licence shall prevent members of the National Trust Group or their Licensees from continuing their day to day trading or other activities at the Property which includes the selling of merchandise and the opening of catering and other concessions.

10. LIABILITY AND INDEMNITY

The Licensee shall indemnify and keep indemnified the National Trust Group on a full indemnity basis against any and all demands, claims, actions, liability, loss, suits, damages, awards, costs and expenses (including legal fees) arising out of or in connection with the Licensee's use of the Designated Sites and the Access Ways or default under this Licence.

11. UNCONTROLLABLE EVENTS

Neither party shall be deemed to be in breach of this Licence or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Uncontrollable Event.

12. WARRANTIES

12.1 The Licensee warrants that it is fully authorised, qualified, equipped, organised and financed to perform its obligations under this Licence.

12.2 The Trust does not make or give any warranty or assurance that the Designated Sites are suitable for the purpose required by the Licensee or that they can be legally used for the purpose required by the Licensee. The Licensee shall be deemed to be satisfied that the Designated Sites are sufficient for its purpose on the signing hereof.

13. VARIOUS OTHER MATTERS

The Trust and the Licensee agree that:

13.1 Save in respect of the National Trust Group (any member of which may enforce the terms of this Licence as if it were Enterprises) no term of this Licence is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Licence; and

13.2 This Licence will be governed by and construed in accordance with English and Welsh law and is subject to the exclusive jurisdiction of the English and Welsh Courts.

We hereby agree to these terms that we confirm constitute a legally binding licence between us.

SIGNED FOR AND ON BEHALF OF
THE NATIONAL TRUST FOR
PLACES OF HISTORIC
INTEREST OR NATURAL BEAUTY

_____ (SIGNED)

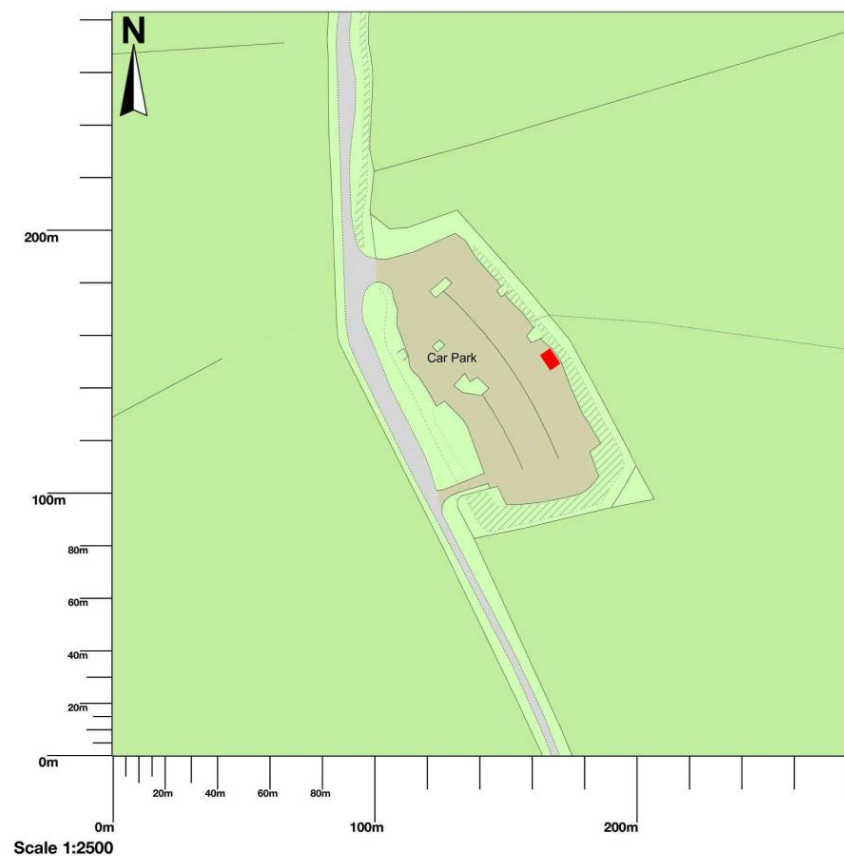
_____ (NAME)

SIGNED on behalf of HELEN BROWNING
ORGANICS

_____ (SIGNED)

_____ (NAME)

White Horse Car Park



Flying Pig dimensions

Height 2.5m
Length of main body 3.7m
Main body plus open flaps 5.7m
Width 2.27m
Width plus flaps 2.87
Gas box and tow bar at front 1.5m

Map area bounded by: 429173,186432 429455,186714. Produced on 08 February 2021 from the OS National Geographic Database. Reproduction in whole or part is prohibited without the prior permission of Ordnance Survey. © Crown copyright 2021. Supplied by UKPlanningMaps.com a licensed OS partner (100054135). Unique plan reference: p8buk/570012/772341

Appendix B – Representation from Uffington Parish Council

RE: Street Trading Consent Application - Helen Browning's Royal Oak

UP

Uffington PC <uffingtonpc.clerk@gmail.com>

Fri 12/03/2021 04:55 PM

To:

• Licensing Vale

Dear Licensing Team,

I am writing to inform you that Uffington Parish Council supports this application.

Kind Regards,

Julia Evans

Clerk to Uffington Parish Council

Appendix C - Representation from Councillor Nathan Boyd

From: Boyd, Nathan

Sent: 25 March 2021 15:22

To: Fletcher, Charlie

Subject: Fw: Street Trading Consent Application - Helen Browning's Royal Oak (ref. STTRAD/13447/21)

Dear Charlie

I wanted to email in as the ward member with regard to this application.

I fully understand the National Trusts want to generate income especially giving the current circumstances, and certainly think that there may well be options that can be explored in the longer term regarding street trading at this particular site but feel the application is ill timed and lacks information.

I therefore support the objections of Woolstone Parish Council as they emailed below. They have consulted with the residents of their parish to get a clear picture of the local opinion. While I know Uffington support it for good reasons, I feel Woolstone are raising some key concerns.

There are concerns I would have around increased traffic but again the roads in question I believe are National Trust and not highways, and traffic would come evenly from both Woolstone and Uffington I would think, but my other main concern is the environmental impact of another diesel or petrol generator running in the car park and increased litter. There may be sensible solutions found with the support of the local community through engagement on an application like this by the applicants but feel that we may be a little way from this.

As this is not a traditional planning application it is hard for me to add anything further, I think. If you have any further questions, please don't hesitate to get in touch.

Best wishes

Nathan

Cllr Nathan Boyd

Vale of White Horse - Stanford Ward

Appendix D – Representation from Woolstone Parish Council

On 23 Mar 2021, at 09:09, Paul Jacobs wrote:

Dear Charlie

This is the response of Woolstone Parish to the consultation on the above.

As Chair I arranged for an email vote of all our Households, and by a ratio of over 10 to 1 the application was opposed, with a number of residents setting out their thoughts.

So I can confirm that our Parish opposes this application. Our reasons-

1. Location: White Horse Hill is an Area of Outstanding Natural Beauty, and this proposal does not respect that e.g. the resultant increased traffic and footfall in the area could lead to further erosion of Uffington Castle, the Ridgeway and the White Horse itself, as well as having a detrimental effect on the natural landscape.

Also, the car park is often already full at weekends and public holidays, the days that the National Trust Estate Manager at Coleshill told me would be the operational ones. Indeed, following on from the first CV19 lockdown, the National Trust sometimes have to open a field to deal with the overflow of vehicles.

2. The Van: Is large - and would be taking up car parking spaces - plus visually unattractive for an AONB.

And as it is static, it could be the subject overnight of graffiti/vandalism/breaking in, particularly as that car park is well known for crimes like robberies and has signage to that effect.

Also, presumably the Van would need power either by keeping its engine running or by using a generator which would mean Pollutions - CO2 and Particle and Noise.

3. Usage: under the Licence between the National Trust and the Applicant, the trading stated is for 28 days in its 3 month duration, whereas your Planning team referred to trading without permission for a maximum of 28 days per calendar year.

Also the Licence states that other or additional vans are permitted with the consent of the National Trust, but surely the application relates only to this specific Van.

4. Litter: this would be generated not only in the car park itself, but also on the Hill leading down from it, especially with the increasing practice of receptacles being thrown out of car windows.

The Licence has litter obligations only in relation to the Designated Site, plus it refers just to 'a' litter bin being provided by the Applicant: clearly inadequate.

Also, both sides of White Horse Hill from the B4507 up to the car park is included in our village periodic litter pick, so we are already aware of the litter situation along there.

5. Traffic: a material extra amount would occur, as has already happened since the advent of CV19 restrictions, and which currently prevent eating places being open: consider the Applicant's van on the Ridgeway above Bishopstone and how much additional traffic has been attracted to there as a result of its presence.

Also, some of the increased traffic would not only be going up and down the Hill, but also making its way through Woolstone - part of which is in a Conservation Area - to and from that car park.

And all of this would of course increase Air Pollution.

6. Environmental Health: we have raised in this email a number of issues relating to this most important topic.

Public Health: England is still in its current first Stage CV19 lockdown, with the next three Stages no earlier than 12 April, 17 May and 21 June respectively and, taking into account the present position, we query whether such an application is appropriate now.

7. Uffington: we understand that our neighbouring village may have replied to the consultation by saying that they have no objection but

- (a) the car park and the stretch of White Horse Hill up to it is in Woolstone Parish
- (b) that stretch of White Horse Hill begins immediately across the B4507 from Woolstone Hill, so we geographically adjoin
- (c) it is Woolstone who will be getting the extra traffic going through it
- (d) it is Woolstone folk who do the litter pick all the way up to the car park

I would be grateful if you could confirm receipt of this email, so we know it has been safely received before the closing of the consultation period this Friday.

All the Best,
Paul Jacobs
Chair of Woolstone Parish

Appendix E - Representation from local resident – Mr Michael Holmes

From: Michael Holmes
Sent: 19 March 2021 09:58
To: Thomson, Andrew <Andrew.Thomson@southandvale.gov.uk>
Cc: Sally Holmes
Subject: Helen Browning application for white horse car park

Dear Andrew

Your email address has popped up in connection with the application for a food and beverage van and I am contacting you as I can't find a location on the VOWH council website to lodge an objection. Perhaps you can point me in the right direction?

My wife and I are Woolstone residents and while I am aware that Uffington as a village has not lodged any objection they are further away. The car park is on Woolstone Hill right above our pretty conservation village and we have a Great many walkers and cyclists passing through during the summer months and particularly at weekends. There is also lot of traffic as drivers make their way towards the National Trust car park and the car park and overflow are busy enough as it is. If people want refreshment, they can find it in our pub or in Uffington and I can't believe that either would take kindly to a competitor from further down the Ridgeway moving onto their patch.

The hill is for walkers and there is enough rubbish on the hill at weekends from picnickers and I can't see why we need to encourage any more, or for people to make this a picnic destination as opposed to somewhere to come for a walk. So, I can't see a valid argument in support of this application and I believe a precedent of this sort will encourage the National Trust to apply for a license of their own at some stage to build a cafe which they have talked about in the past.

I am very happy to cut and paste these comments onto the Vale website if you could point me in the right direction.

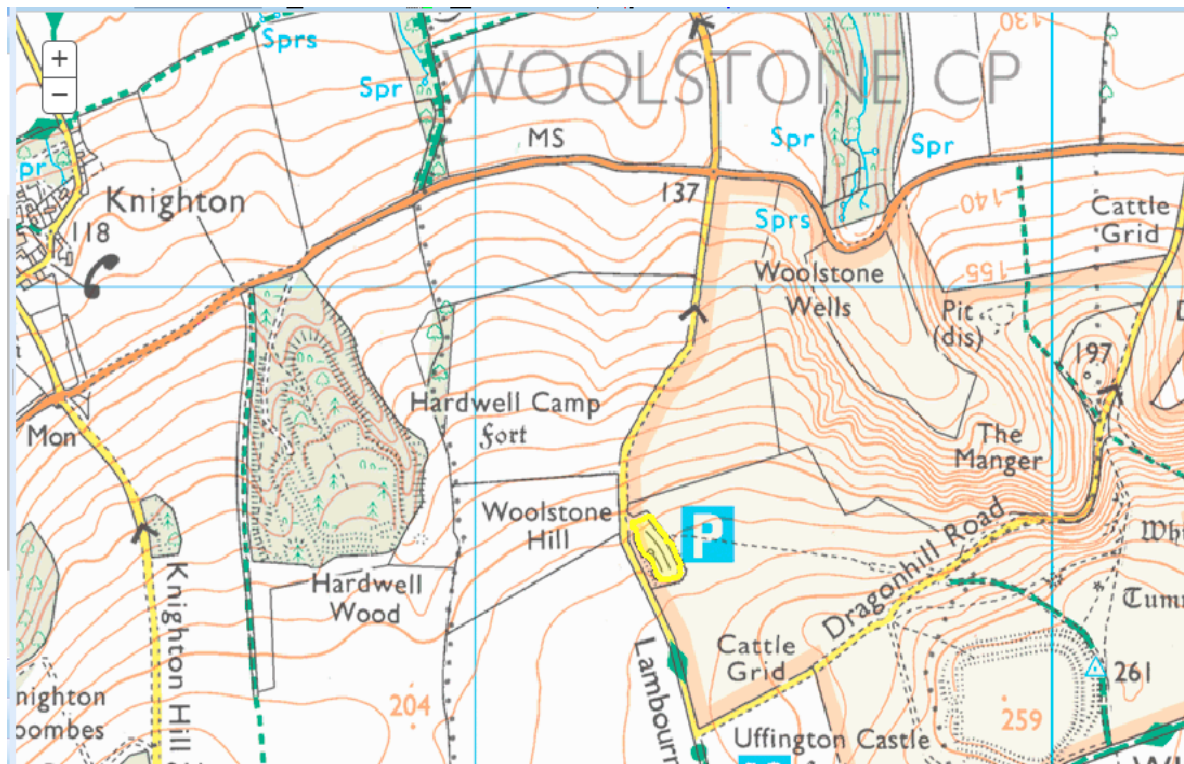
Many thanks

Your sincerely

Michael

Michael Holmes

Appendix F – Location Plan



Appendix G – Standard conditions attached to street trading consents

1. No trading to which the attached consent relates shall take place except between the dates of:
2. The operational hours shall be:
Between the hours of and on Mondays
Between the hours of and on Tuesdays
Between the hours of and on Wednesdays
Between the hours of and on Thursdays
Between the hours of and on Fridays
Between the hours of and on Saturdays
Between the hours of and on Sundays
3. The street trading consent relates to the following area/site only:
4. The street trading consent relates to the following vehicle/stall only:
5. Street trading can only be carried out from the stall or vehicle authorised under the conditions of the consent. The relevant council must approve any changes to or replacement of the stall or vehicle.
6. The consent holder shall comply with all statutes, statutory instruments and byelaws currently in force. Consent holders must pay particular attention to the requirements of the Health & Safety at Work Act 1974, EC Regulation 852/2004, the Food Safety Act 1990 and associated regulations, The Food Hygiene (England) Regulations 2006 and the Environmental Protection Act 1990. Information on how to comply with food safety and health and safety law can be obtained from the Food Standards Agency at www.food.gov.uk and the Health and Safety Executive at www.hse.gov.uk.
7. All businesses selling food must be registered with the environmental health team in the district where the business address is located.
8. The consent holder shall not be the cause of any nuisance or annoyance to any other user of the highway or the occupier of any adjacent land or building. Consent holders shall have special regard to and must take positive action to prevent excessive noise.
9. The Environmental Protection Act 1990 places a duty of care on businesses to dispose of waste originating from their trade to a licensed waste carrier. The consent holder shall ensure refuse originating from their trade is disposed of by a licensed waste carrier and shall leave the site clear of refuse at the completion of trading. No water or waste material shall be discharged on to the highway or any adjacent property. The consent holder shall ensure that the area in the vicinity of the stall/vehicle is kept clear of all refuse at all times.
10. The consent holder's vehicle/stall shall be kept in a clean, safe and well maintained condition and be of a presentable appearance. The street trading consent bearing the name of the consent holder shall be displayed conspicuously on the stall/vehicle so that members of the public can clearly see it during hours of business.

11. The consent holder's vehicle shall be maintained in a roadworthy condition, taxed, insured and possess a current MOT certificate.
12. The consent holder shall ensure that the stall/vehicle is positioned only in the allocated space (which may be marked on the ground) in the location/s for which the street trading consent is issued. All goods must be displayed on the stall/vehicle and no freestanding racks or displays are permitted. If a consent holder or operator/assistant is requested to move the vehicle/stall by a licensing officer or Police officer they shall immediately comply with that request.
13. The consent holder's vehicle or stall shall not exceed 3.5 metres in height nor occupy an area greater than 8m x 3m.
14. The consent holder must take adequate precautions to prevent the risk of fire at the stall or vehicle. All hot food vans/trailers are required to comply with current legislation on fire safety. Where gas cylinders are used an annual gas safety certificate is required to ensure the safety of all gas cooking and heating equipment. Where the vehicle or stall has a 240 volt electrical system an annual electrical safety certificate is required. A serviceable fire blanket and suitable fire extinguisher/s shall be provided at all times.
15. All hot food vans/trailers are required to carry a basic first aid kit. The consent holder and other operators should know how to give first aid to treat victims of burns and cuts. All hot food vans should have access to a minimum of one mobile phone that must be serviceable at all times.
16. All staff involved in the preparation of food shall hold a current Level 2 food safety certificate, accredited by the Chartered Institute of Environmental Health, the Royal Society of Health, or the Royal institute of Public Health and Hygiene.
17. A street trading consent cannot be transferred or sold to another person except that the consent may be transferred to business partner or a member of the consent holder's immediate family in the event of the consent holder's death or incapacity on payment of a fee.
18. The sub letting of a street trading consent location is prohibited.
19. The consent holder must be the principal operator and have day-to-day control of the stall/vehicle. The consent holder may employ any other person to assist in operating the stall/vehicle.
20. The consent holder may terminate a street trading consent by written notice to the relevant licensing team. A refund of the portion of the fee equal to the remaining full months (not less than three months) may be payable.
21. The consent holder shall ensure that disabled people and wheelchair users can be adequately served. This may involve serving persons from outside the vehicle.
22. A copy of the consent shall be clearly displayed by the operator when trading and must be produced on demand to a licensing officer or Police Officer.

23. The consent holder shall have and maintain a proper insurance policy against public liability and third party risks. The minimum insurance cover shall be £5,000,000 and shall cover the operator's vehicle, or stall and any additional equipment under their control. Proof of cover must be produced to a licensing officer as required.

24. These general conditions, which apply to all street trading consents, may be varied, having regard to a particular location. Additional conditions may be required and will be displayed and listed on the street trading consent.

25. Annual fees must be paid in advance.

Failure to comply with these conditions: If the consent holder fails to comply with any of the conditions attached to a street trading consent, the consent may be revoked. The consent holder may also be prosecuted for trading outside of the location or times specified in the street trading consent.