

LOCAL GOVERNMENT
(MISCELLANEOUS PROVISIONS) ACT 1982: PART III
APPLICATION FOR CONSENT FOR STREET TRADING
IN A DESIGNATED 'CONSENT' STREET



In accordance with Section 3 of the Local Government (Miscellaneous Provisions) Act 1982

SECTION 1

Applicant Details

* First Name

* Family name

* E-mail

Main telephone number country code

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

Applying as a business or organization, including as a sole trader

Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means you are applying so you can be employed, or for some other personal reason, such as following a hobby.

Applicant Business or Organisation

*Is your business registered in the UK with Companies House? Yes No

* Is your business registered outside the UK? Yes No

* Business name If your business is registered, use its registered name.

* Vat Number Put "none" if you are not registered for VAT.

* Legal status

* Your position in the business or organisation

Home country The country where the headquarters of your business is located

Business Address

* Building number or name

WICKES, GOLDSTONE
HOUSE

If you have one, this should be your official address - that is an address required of you by law for receiving communications

* Street

LANGSTON ROAD

District

LOUGHTON

* City or town

ESSEX

County or administrative area

* Post Code

IG10 3TQ

* Country

United Kingdom UK

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Further Details about the Applicant (If applying as an individual)

Former name(s)

If currently or previously known by any other name(s), you must record them here.

Home Address

Is the address the same as (or similar to) the address given in section one?

Yes

No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

* Building number or name

* Street

District

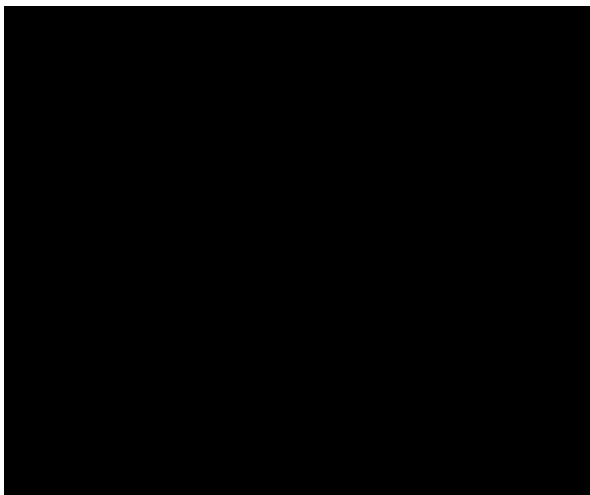
* City or town

County or administrative area

* Post Code

* Country

United Kingdom



Further Details

* Date of Birth

[Redacted]

* Place of birth

[Redacted]

National Insurance Number

[Redacted]

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Directors, Partners, Owners and Managers (If Company Club)

You must provide details of all COMPANY DIRECTORS and the SECRETARY (if the applicant is a company), all PARTNERS (if it is a partnership), OFFICE BEARERS (if it is a club or association), all OWNERS of the business or premises and all MANAGERS of the business or organization, including day-to-day MANAGERS OF THE PREMISES.

* Are there any such people for whom you need to provide details?

Yes

No

If so please supply information on a separate sheet.

SECTION 4 of 11

Type of Application

Type of application

New

Renewal

Specify the period for which The licence is required (if applicable)
This period cannot exceed one year

[Redacted]

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Application Details

Check guidance notes and conditions before completing this section.

* Trading Name

MILLS ON WHEELS

What You Want to Trade

* List all the goods and services you want to offer for sale

HOT & COLD FOOD & DRINKS

* Does this include selling food or drink?

Yes

No

* Where will goods be stored when not on sale?

HOME ADDRESS & IN THE BUNGER VAN

When You Want to Trade

in each week on: -

Mondays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Tuesdays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Wednesdays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Thursdays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Fridays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Saturdays	from	<input type="text" value="7"/>	to	<input type="text" value="2"/>
Sundays	from	<input type="text"/>	to	<input type="text"/>

Where You Want to Trade

* Type of trading

- Mobile
- Stationary

* Street(s)/location(s) where you wish to trade. (If stationary in one location please supply a plan.)

WICKES CAR PARK, LANSBTON ROAD, LOUGHTON
IG10 3TQ

SECTION 6 of 11

Details of vehicle, stall and/or container

* Will you be using a vehicle in connection with your work as a trader?

- Yes
- No

* Description of unit from which you intend to trade, including dimensions

MOBILE BUNGER VAN - DIMENSIONS 10 FOOT LONG BY 7 FOOT WIDE

* Where will the unit be stored when not in use?

KEPT IN WICKES CAR PARK

* You will be required to produce to the Licensing Officer

- A current MOT and insurance certificate, if you are trading from a vehicle.

SECTION 7 of 11

Public Liability Insurance

You must have third party liability insurance cover for £1,000,000.

A copy of the certificate of insurance must be produced to the Licensing Officer

SECTION 8 of 11

Previous Applications

* Have you, or any person named in or associated with this application, previously applied for a similar licence or registration? (Check all that apply).

- No Yes – application granted and revoked
 Yes – application granted Yes – application refused

SECTION 9 of 11

Convictions

* Have you, or any person named in or associated with this application, been convicted of any crime or offence?

- Yes No

SECTION 10 of 11

Additional Details

Provide any additional information which is required or relevant to your application (check for local guidance notes and conditions which may provide details of specific requirements in your area).

SECTION 11 of 11

Payments Details

Fee payable when submitting the application - £390.00

Please return this form to:

**Senior Licensing Officer
Epping Forest District Council
Civic Offices
High Street
Epping
Essex CM16 4BZ**

DECLARATION

I am over the age of 17 years. I understand that the fee does not include any element in respect of the collection of refuse by the Council; therefore, I undertake to remove refuse and cleanse the street during and on completion of each day's trading and comply with all conditions attached to a Consent.

Full Name: LEADNE BAKER

Capacity: COMPANY OWNER

Signed:  Date 21-02-17

"The authority is under a duty to protect public funds it administers, and to this end may use 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 or administering public funds for these purposes"

Z/B/LICENSING/MASTERS/APPLIC FORM - STREET TRADING IN DESIG CONSENT STREET

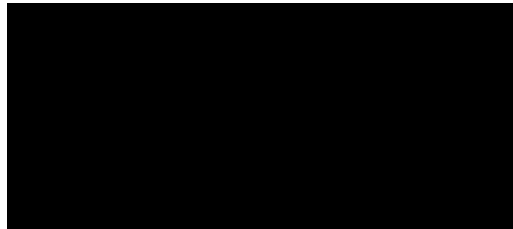
Public Liability Schedule

Certificate Number: CEQ862802/10/16
Insured: Miss Leanne Baker
Product: Outside Caterer
Period of Insurance: Commencing 00:00 on the 22 October 2016 to 24:00 on the 21 October 2017

Liability	Limits of Indemnity
Section B - Public Liability:	£10,000,000
Section C - Product Liability:	£10,000,000

IMPORTANT NOTICE - Please check this Policy very carefully

This Insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal/statement of facts). If any of the information set out therein is incorrect, the Insured must notify Commercial Express or the Insurer. Failure to do so may invalidate the Insurance provided.



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

Dated this 10 October 2016

Wickes Building Supplies Ltd & Leanne Baker t/s Mills On Wheels.
In this Licence the following words and expressions shall have the following meanings:

- “**Area**” means the nominated car park area at the **Site**.
“**Equipment**” means any of the tools, cookers, electrical items used at the **Outlet**.
“**Fee**” means the Licence Fee payable by the **Licensee**.
“**Licensee**” means Leanne Baker whose registered address is at 79 Kenilworth Crescent, Enfield, EN1 3RE.
“**Licensor**” means Wickes Building Supplies Limited whose registered office is at Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG.
“**Menu**” means a notice displayed at the **Site** that contains the food and beverages sold from the **Outlet**.
“**Outlet**” means the vehicle/ trading unit of the **Licensee** situated within the **Area**.
“**Site**” means the Wickes store Wickes Loughton (494), Goldstone House, Langston Rd, Debden Industrial Estate, Loughton, IG10 3TQ, as agreed with the Licensor.
“**Site Owner**” means the ultimate owner of the **Site**.
“**Staff**” means any person employed to work at the **Outlet**.
“**Store**” means the Wickes trading store at the **Site**.
“**Store Manager**” means the manager of the Wickes store at the **Site**.

Background

The Licensor may issue licences to catering companies for short-term space at **Stores**.

1. Commencement Date. 5th December 2016

2. Duration

This Licence shall remain in force for the period of twelve months from 5th December 2016 to 4th December 2017. Either party may terminate this Licence by serving on the other party one week's written notice at any time.

3. Fee

As consideration for the grant of a Licence by the Licensor the Licensee shall pay to the Licensor a Fee of £10,400.04 + Vat per annum. This is payable in twelve monthly instalments of £866.67 + vat two weeks in advance of each monthly term.

4. Postponement

If the Licensee requires to postpone this Licence for whatever reason then an administration fee of 20% of the monthly Fee will become payable to the Licensor. This Licence can only be postponed for a maximum period of 28 days from the Licence start date. Any date in excess of this will result in the termination of this Licence and a pro-rata Fee equivalent to one-week will become payable to the Licensor from the Licensee.

5. Area

The **Area**, which is shown on **Appendix A** shall be used by the **Licensee**.

- 5.1 The **Licensor** hereby consents to the **Staff** entering the **Site** solely for the purposes of performing its obligations under this Licence and only on the basis that the **Licensee** and/ or its employees shall comply with all relevant legislation and with the reasonable site rules of the **Site Owner**.
- 5.2 Any vehicle placed on the **Site** by the **Licensee** shall at all times remain the property of the **Licensee**. Upon termination of this Licence whether due to expiry of the term or any other reason, all vehicles will be removed by the **Licensee**. The **Licensee** will ensure that vehicles are removed upon the termination of this Licence and that any damage to the **Area** is repaired to the satisfaction of the Licensor.
- 5.3 The **Licensee** will not alter/ mark or change the **Site** without written consent from the **Licensor**.

- 5.4 The agreed **Area** is outlined in **Appendix A**. Any vehicle parked outside of this area will be considered to be unlawful and the **Licensor** reserves the right to place warning stickers or remove the offending vehicles without recourse. Storage and collection of vehicles will incur costs.
- 5.5 Trading from the **Outlet** is only to take place during the trading hours of the **Store**.
- 5.6 The parties agree that no relationship of landlord and tenant is created as a result of this Licence.
- 5.7 The **Licensor** retains control, possession and management of the **Area** and the **Site** at all times.

6. Areas of Responsibility

6.1 The **Licensee** will be responsible:

- To ensure that it maintains public liability insurance to a minimum of £5,000,000 in respect of its potential liability to the **Licensor**.
- To respond promptly to any service issue raised by the **Licensor** or the **Store Manager**. To remove any vehicles deemed dangerous or causing a problem as notified by the **Licensor**.
- To indemnify and to hold the **Licensor** harmless from and against any and all claims, demands, causes of action, costs or liabilities (including without limitation reasonable legal fees and court costs) arising out of the Licence or any breach of any terms of the licence provided that the **Licensee** will not be liable for any claims, demands, actions, causes of action, costs or liabilities to the extent solely caused by or solely arising out of the negligence of the **Licensor**.
- That all vehicles must be roadworthy condition. All vehicles must be taxed and insured.
- That the **Site** and the **Area** must be kept clean of any waste product originating from the **Licensee**. A waste receptacle must be made available to customers to dispose of any litter from the **Licensee** and the **Licensee** is responsible for disposal of waste, and
- To register with their local environmental office, and
- Comply with the relevant Food Hygiene legislation (Regulation {EC} No. 852/2004 and Food Hygiene (England) Regulation 2006), and
- To allow the **Licensor** and/ or Food Standards Agency (FSA) access to their **Outlet(s)** when required and to implement any changes stipulated by the **Licensor/ FSA**, and
- repair and make good any damage caused to the **Site** either by the **Licensee** or its customers within 20 working days once notified to do so by the **Licensor**, and
- not to do or allow anything to be done which in the opinion of the **Store Manager** and/ or **Licensor** may be a nuisance, danger or annoyance to or in any way interfere with the **Store** or its customers, and
- not to display any signs or notices at the **Area/ Site** without prior written consent of the **Licensor** except for **Menus** contained within the **Outlet**, and
- a notice must be displayed at the **Area/Outlet** that identifies the **Licensees** name, trading name and address during the term on this Licence, and
- to only supply goods and services contained on the **Menu** displayed at the **Outlet**. Prices for all goods to be on display at all times, and
- a clearly visible sign **MUST** explain any Food Allergen Advice for food sold from the **Outlet**. This must be in line with Food Information for Consumers Regulation (EU) No. 1169/2011 - See more at: <https://www.food.gov.uk/science/allergy-intolerance/label#toc-1>, and
- written permission must be obtained from the **Licensor** prior to any generators and/ or LPG cylinders being used and stored at the **Site**. Correct and secure storage is required and a minimum amount of fuel must only be stored, and
- to supply and maintain suitable firefighting and first aid equipment based on the **Equipment** used at the **Site** and to ensure all **Staff** are trained in its use, and
- to only have **Staff** working at the **Outlet** who have been trained in the use of the **Equipment** and in Food Hygiene, and
- to have most up to date gas and electrical inspection certificates available for review at the **Outlet**, and
- to have an up to date, completed checklist (Appendix B) available for review by the **Licensor** at the **Outlet**.
- to be open at all times, unless otherwise agreed with the **Licensor**, whilst the store is open for business, unless prohibited by any applicable planning permission or any other planning condition. The **Licensee** shall not trade outside of the store's opening hours.

6.2 The **Licensor** will be responsible;

- To identify and agree the **Site** and **Area** with the **Licensee**, and
- to report to the **Licensee** any issues/ problems with the **Area/Outlet**, and
- to maintain annual checks of all of the **Outlets** and to check that the **Licensee** is registered with their local authority's Environmental Health Service, and
- to issue guidance and compliance notice if any of the mandatory Health and Safety Food Hygiene Regulations are not being complied with.

7. **Communication**

If any issues arise at the **Site**, the **Licensor** will inform the **Licensee** via telephone and/ or e-mail as to the nature of the problem and the response required. The **Licensee** must maintain a working telephone number to allow an available line of communication with the **Licensor** at all times.

8. **Complaints Procedure**

If any complaints are received by the **Licensee** from a member of the public concerning the **Licensee** then they are to be logged in a complaints book that must be kept within the **Outlet** and notified to the **Licensor**. The logged notes should contain the following information:

- Date and time complaint made
- Date and time when event occurred
- Brief description of the complaint
- Details of complaint
- Date of notification made to **Licensor**
- Further investigation required/ complaint satisfied.

9. **Termination**

9.1 Either party shall be entitled to terminate this Licence with immediate effect by written notice to the other:

9.1.1 if that other party commits any material breach of any of the provisions of this Licence and in the case of such a breach which is capable of remedy fails to remedy the same within fourteen days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

9.1.2 in the event that the other party is unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or is otherwise insolvent or deemed to be insolvent under any relevant legislation; or

9.1.3 in the event that the other party shall have applied for or consented to or suffered the appointment of a liquidator, receiver, administrative receiver or any steps have been taken or arrangements made for the appointment of an administrator to all or part of its assets; or

9.1.4 in the event that the other party shall have made or entered into a general assignment or arrangement or composition with or for the benefit of its creditors; or

9.1.5 if that other party ceases or threatens to cease to carry on its business.

9.2 the **Licensor** shall be entitled to terminate this Licence with immediate effect by written notice to the **Licensee** if the **Licensee** shall fail to make any payment within 15 days by the due date.

9.3 Immediately following notice of termination of this Licence, for whatever reason, the **Licensee** shall promptly remove all vehicles and **Outlets** from the **Site/ Area**.

9.4 The termination of this Licence however caused shall be without prejudice to any obligations or rights of any of the parties hereto which may have accrued prior to such termination and shall not affect any provision of this Licence which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

Employees

In this clause:

"Employment Liabilities" means all losses, damages, compensation, claims, demands, actions, fines, penalties, awards, liabilities, expenses and costs (including legal costs and expenses on an indemnity basis) in relation to Employees;

"New Provider" means the Licensor, and, where relevant, any replacement service provider nominated by the Licensor to provide any of the goods and/or services or any other similar goods and/or services on termination (in whole or part) of the Licence;

"Employees" means all persons involved in the management and performance of the Licence whether an employee, supplier, contractor or sub-contractor of the Licensee, who are or may be entitled to transfer to the employment of the New Provider, pursuant to the Transfer Regulations; and

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended and re-enacted).

The Licensee shall provide to the Licensor, upon reasonable request, full details of the terms and conditions of employment of any Employee together with details of any claims or potential claims by any Employee against their employer and will notify the Licensor of any changes immediately. The Licensee hereby acknowledges and agrees that the information so provided may be released to others in connection with the tendering or re-tendering of the Licence (or any part) at any time prior to the expiry or termination of the Licence.

As soon as notice of termination of the Licence (or any part) is served, the Licensee shall not, without the prior written consent of the Licensor (which shall not be unreasonably withheld):

- materially vary or allow to be varied the terms and conditions of employment of any Employees;
- increase or allow to be increased the number of Employees; or
- change or allow to be changed the identity of the Employees.

On termination of the Licence (for whatever reason), in the event that any Employee transfers or claims to be entitled to transfer to the employment of the New Provider, the Licensee shall indemnify the New Provider against all Employment Liabilities arising in connection with or as a result of:

- any claim by any Employee arising directly or indirectly from any act or omission of the relevant employer in relation to such Employee (which shall be deemed to include the cessation of such Employee's employment) or arising by virtue of their employment prior to the Licence termination date (including accrued redundancy entitlement);
- any claim by the Employee, a trade union or staff association or any other employee representatives (including but not limited to any claims for protective awards) arising from or connected with any failure by the relevant employer to comply with any legal obligations to such trade unions, staff associations or employee representatives, whether any such claim arises or has its origin before or after the Contract termination date; and
- any failure by the relevant employer to properly disclose to the New Provider all relevant information in relation to the Employees and/or to properly consult with those Employees in accordance with the Transfer Regulations.

If any contract of employment of any Employee does transfer pursuant to the Transfer Regulations then the New Provider shall be entitled to terminate such contract of employment and the Licensee shall indemnify the New Provider against all Employment Liabilities in respect of such Employee, including (without limitation) any arising out of such termination (including any claim for protective awards) whether arising before or after the Licence termination date.

Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this agreement by giving 3 days' written notice to the affected party.

Assignment

The Licensee must not transfer or assign its rights or obligations under this Licence in whole or in part without the prior written consent of **the Licensor**. **The Licensor** is under no obligation to permit the **Licensee** any transfer or assignment of this Licence. **The Licensor** may assign its rights under this Licence to any company.

If the **Licensee** does attempt or succeeds to assign this Licence to another third party without approval of the **Licensor** then this Licence will terminate with immediate effect.

General

Entire Licence

This Licence constitutes the entire Licence between the parties hereto with respect to the matters dealt with herein and supersedes any previous Licence or agreement between the parties hereto in relation to such matters. Each of the parties hereto hereby acknowledges that in entering into this Licence it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein. No variation of this Licence shall be valid or effective unless made by one or more instruments in writing signed by the parties.

No Partnership

Nothing in this Licence shall constitute or be deemed to constitute a partnership between the parties hereto and neither of them shall have any authority to bind the other in any way.

Waiver

No failure to exercise and no delay in exercising on the part of either of the parties hereto any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The right and remedies provided in this Licence are cumulative and not exclusive of any rights or remedies otherwise provided by law

Agent

Until such time as the Licensor notifies the Licensee, the Licensor has appointed Access Point Limited to manage the Licence, including conducting checks and collecting the Fee on behalf of the Licensor.

Severability

Notwithstanding that any provision of this Licence may prove to be illegal or unenforceable, the remaining provisions of this Licence shall continue in full force and affect.

Governing Law

This Licence shall be governed by and construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of The English Courts.

A person who is not a party to the Licence shall not have the right (whether under the Contracts (Rights of Third Parties) Act or otherwise) to enforce any term of the Licence which expressly or by implication confers a benefit to that person

Notice

Any notice under this Licence shall be given in writing and shall be sent to the address of the recipient set out in this Licence or such other address as the recipient may designate by notice given in accordance with this sub-clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by personal delivery when delivered, if by first class post 48 hours after posting.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written

Signed by ) Jeanette Morgan

for and on behalf of **Wickes Building SuppliesLtd**) Manager Director

Dated: 25/11/2016)

SIGNED by)

for and on behalf of **Leanne Baker t/a Mills On Wheels**)

Dated:)

**PUBLIC NOTICE
LOCAL GOVERNMENT
(MISCELLANEOUS PROVISIONS)
ACT 1962**

Street Trading Consent

An application has been made by
Learna Baker for a consent to sell
Hot & Cold Food & Drink at Mickes
car park, Linscott Road Loughton
IG10 3TU, Monday to Friday 7am
to 15.00pm and Saturday 7am
to 14.00pm. Any representations
regarding this application should
be made by 18 March 2017 to The
Licensing Section, Epping Forest
District Council
Civic Offices, 323 High Street,
Epping Essex CM16 4BZ



WE ARE SITUATED
HERE - 2 BAYS





