

## **Delegation Agreement**

### **Lewes District Council and Seaford Town Council**

#### **Management of regulated street trading in designated roads in Seaford**

##### **Heads of Terms**

#### **1. Powers**

Lewes District Council ('LDC') may delegate its street trading functions, insofar as they relate to Seaford, to Seaford Town Council ('STC') pursuant to section 101 of the Local Government Act 1972.

Authority to delegate these functions on the terms and conditions summarised below was granted by resolution of full Council on [date].

#### **2. Legal framework**

Functions delegated to STC are the street trading functions specified in Schedule 4 to the Local Government (Miscellaneous Provisions) Act 1982 ('the 1982 Act').

All references in these Heads of Terms to 'Schedule 4' is to Schedule 4 to the 1982 Act.

#### **3. Policy framework**

STC to exercise its street trading powers in accordance with LDC's Street Trading Policy dated 1 May 2014 or any subsequent revised policy.

#### **4. Duration**

Delegation to last 5 years, subject to earlier termination as follows:

- (i) either party may terminate on 6 months' written notice;
- (ii) LDC may terminate immediately if STC are in breach of any duty or liability under the Agreement and LDC consider the breach in question not capable of rectification within a reasonable timescale.

#### **5. Geographical extent**

STC's street trading powers will apply only to the following roads in Seaford:

Station Approach, Clinton Place, Sutton Road, Broad Street, Church Street, Church Lane, High Street, Place Lane, South Street, Saxon Lane, Marine Parade, The Esplanade, and all streets 50 metres inland from Marine parade and the Esplanade (together, 'the Designated Streets').

#### **6. Powers delegated**

In respect of the Designated Streets, STC will have delegated powers to –

- (i) grant or renew a street trading licence in accordance with Schedule 4, paragraph 3(5) to 3(6) and paragraph 4;
- (ii) where appropriate, refuse a street trading licence in accordance with Schedule 4, paragraph 3(6) to 3(8);
- (iii) revoke a street trading licence in accordance with Schedule 4, paragraph 5(1) or, if appropriate, vary the principal terms of a licence in accordance with paragraph 5(2).
- (iv) administer the grant, renewal, variation of terms or revocation (as applicable) in accordance with Schedule 4, paragraph 6(1) to (4) [*matters relating to timescale and notices*]

## **7. Powers Reserved**

At any time during the term of the Agreement, LDC reserves the right to exercise street trading powers in its own name in relation to the Designated Streets, should LDC consider it necessary in the interests of good governance.

## **8. Limitations / exclusions**

Powers delegated to STC do not apply to any of the trading activities set out in:

- (i) Schedule 4, paragraph 1(2) [*various types of trading that fall outside the scope of the 1982 Act*]; or
- (ii) paragraph 11 of LDC's Street Trading Policy (2014);

nor shall STC grant a street trading licence in the circumstances set out in Schedule 4, paragraph 3(4) [*e.g. to a person under the age of 17*].

## **9. LDC Obligations**

LDC to provide all reasonable support to enable STC to manage and implement street trading powers effectively. Support to include:

- training
- guidance
- advice on enforcement
- provision of consent templates
- legislative and policy updates relevant to street trading

LDC support will **not** include resources to fund, maintain, repair or otherwise support any computer hardware or software used by STC to manage street trading.

## **10. Fees**

STC may set and administer its own fees for the grant of a street trading licence, subject to –

- (i) acting in accordance with , Schedule 4, paragraph 9; and
- (ii) ensuring that licence fees remain cost neutral; that is to say, licence fees should not exceed the cost to STC of the procedures and formalities involved in administering applications. Fees may not take account of any anticipated cost of enforcement activity.

## **11. Enforcement**

STC to be responsible for:

- The initial Investigation of complaints or allegations of any activity set out in paragraph 10(1) (e.g. engaging in street trading in a consent street without being authorised under Schedule 4);
- Referring such matters to LDC as soon as STC consider that a paragraph 10(1) offence may have been committed;
- Assisting LDC with (i) the gathering of any evidence or other information required by LDC in deciding whether to institute legal proceedings; and (ii) dealing with any appeal brought by any person under paragraph 6(5) against a decision of STC made in the exercise of any power mentioned at clause 6 above.

## **12. Data Protection**

In the exercise of any power delegated under this Agreement, STC is to comply in all respects with the Data Protection Act 1998 ('DPA').

## **13. Freedom of Information**

- (i) LDC is entitled to disclose any terms or conditions of this Agreement and any information relating to the formation of this Agreement under the Freedom of Information Act 2000 ('FOIA') or DPA as it sees fit.
- (ii) STC to respond to requests sent to them, whether under FOIA or otherwise, concerning the exercise of street trading powers in Seaford; and to do so in accordance with the timescale and other requirements of FOIA or other legislation as applicable.
- (iii) STC to supply LDC with necessary information and documentation required in connection with any request received by LDC under FOIA or the Data Protection Act 1998.

## **14. Reporting and monitoring**

- (i) STC to provide LDC with information (including data and statistics) to enable LDC to complete periodic Government returns on street trading activity; or for similar purposes.
- (ii) 12 months after commencement of agreement, and at 12 monthly intervals thereafter, STC to submit an annual activity report (via Env Health Service Manager) to LDC Licensing Committee. Report to include:
  - Training of STC officers
  - Number of consents granted, refused, revoked or varied
  - Complaints from traders or others about STC's exercise of powers
  - Enforcement activity
  - Any problems in managing and implementing the delegated powers

**15. Indemnity**

STC to indemnify LDC against all liabilities, expenses, costs, fines, damages etc suffered or incurred by LDC arising out of or in consequence of STC carrying out or failing to carry out its powers or duties under this Agreement.

**16. Variation**

This Agreement may be varied with the consent of, and evidenced in writing by, both parties.