



Mrs Tanya Baxter



ask for: Licensing
ddi number: 01242 264135
email: licensing@cheltenham.gov.uk
our ref: 24/00922/STA
your ref:
date: 20 June 2024

STREET TRADING CONSENT

Tan's Coffee Box
St Lukes Church grounds, St Lukes Road, GL53 7JJ

Dear Mrs Baxter,

Further to your recent application for the Tan's Coffee Box, I now enclose your Consent and would like draw your attention to the standard conditions and in particular the special conditions which are attached to your consent.

If you have any further queries then please do not hesitate to contact me.

Yours sincerely,

Miss Catherine Drinkwater
Licensing Officer



CHEL TENHAM
BOROUGH COUNCIL

STREET TRADING CONSENT

Local Government (Miscellaneous Provisions) Act 1982

Consent holder
Of:

Mrs Tanya Baxter



Consent No: **24/00922/STA**

Details of Consent

Unit details

Unit type: **Coffee trailer**
Dimensions: **1.8m x 0.9m**
Items to be sold: **Coffee, tea, hot chocolate, baked goods, sandwiches**

Site details

Location: **St Lukes Church grounds, St Lukes Road, GL53 7JJ**
Nominated Assist: **N/A**

Duration of Consent: **20th June 2024 to 19th June 2025**

Period of Consent:			
Sunday:	N/A	Thursday:	09:00 - 16:00
Monday:	09:00 - 16:00	Friday:	09:00 - 16:00
Tuesday:	09:00 - 16:00	Saturday:	09:00 - 16:00
Wednesday:	09:00 - 16:00		

A fee of **£113.00** has been paid (Receipt No. **7945**)

Date of issue: **20th June 2024**

This Consent is granted subject to the Council's Standard Conditions for a Street Trading Consent and to any additional Special Condition(s) where applicable set out in the Schedule attached.

Louis Krog
Head of Public Protection

Second Schedule

Conditions of Street Trading Consent

1. Definitions

- 1.1 Consent means this Street Trading Consent issued pursuant to Schedule 4 Local Government (Miscellaneous Provisions) Act 1982.
- 1.2 Consent Holder means the person named in this Consent and for the purposes of enforcing these conditions includes any other person engaged by them to assist in trading (including any Nominated Assistant(s) named in this Consent).
- 1.3 Council means Cheltenham Borough Council.
- 1.4 Site means the site identified in this Consent.
- 1.5 Unit means the unit described in this Consent.

2. Obligations on the Consent holder

- 2.1 Not to use the Site for any purpose other than that of the operation of the Unit.
- 2.2 Not to sell any type of merchandise other than that specified in this Consent.
- 2.3 Not to trade or operate the Unit in such a way as to cause obstruction of the Street or danger or annoyance to persons using the Street.
- 2.4 Not to use any amplifiers or music or partake in or authorise any other activity so as to cause a nuisance to the general public or occupiers of premises in the neighbourhood of the Site.
- 2.5 To ensure that the Unit is securely erected and that such material and design and so constructed and maintained that it is not liable to cause injury to any person present on the Site or otherwise.
- 2.6 Not to trade outside the times and dates permitted by this Consent.
- 2.7 Not to trade in other streets or at other locations than those permitted by this Consent.
- 2.8 To pay to the Council the cost of making good any damage which may be caused to the Site in consequence of the Consent Holder's operations thereon.
- 2.9 To keep the Site in a clean and tidy condition and to pay to the Council the cost of carrying out any works including cleansing of the highway that is required due to the Consent Holder's use of the Site.
- 2.10 To observe all statutory and other provisions and regulations for the time being in force which relate to the Consent Holder's use of the Site.
- 2.11 So far as is reasonable to ensure that patrons or customers of the Consent Holder conduct themselves in an orderly manner.
- 2.12 Where the Consent relates to the sale of food for consumption on street to provide and maintain an adequate refuse receptacle and ensure that it does not become overfilled.

- 2.13 To ensure that the use and storage of liquid petroleum gas complies with any relevant Code of Practice.
- 2.14 To ensure that the dimensions and appearance of the Unit at all times accord with the details agreed by the Council upon the issue of this Consent.
- 2.15 To maintain the Unit in a clean and tidy condition.
- 2.16 To indemnify the Council from all claims, damages and costs in respect of all accidents damages and injuries arising during or in consequence of the use of the Site to any person or property caused by the Consent Holder's operations or caused by any act neglect or default of the Consent Holder, his servants or agents (whether with or without the knowledge of the Consent Holder) to take out and on request produce to the Council a policy of public and product liability insurance covering no less than £5,000,000 in the aggregate during any one period of insurance in respect of products liability.
- 2.17 At all times while trading to display in a conspicuous position on the Unit the street trading permit issued by the Council.
- 2.18 To forthwith inform the Council in writing of the details of any change in the operation or staffing of the Unit (including changes in details of Nominated Assistants) or the sale or transfer of the Consent Holder's business to another party.
- 2.19 The Council's Street Trading Consent Notice shall be conspicuously displayed on the stall, barrow, cart etc, to which the Consent applies, so that it is clearly visible to the public.
- 2.20 The Consent Holder(s) shall notify the Council's Licensing Section within 72 hours of any convictions or proceedings arising out of the use or enjoyment of the Consent.
- 2.21 If trading is to take place on private land, the trader must have written permission from the Land Owner that trading can take place.

3. Further conditions

- 3.1 The only vehicular access to and egress from the Site shall be as agreed by the Council's Integrated Transport Unit and the said access shall be kept free from obstruction at all times.
- 3.2 Nothing contained in this Consent shall be deemed to be a consent or approval of the Council in its capacity as authority for enforcing bylaws or as local planning authority, health or highway authority or in any other capacity.
- 3.3 The Council may revoke or suspend this Consent at any time in the event of:
 - 3.3.1 The breach by the Consent Holder their servants or agents (included Nominated Assistants) of any of the conditions herein or any supplemental/additional conditions imposed by the Council; or
 - 3.3.2 Work being carried out in, under or over the highway on which the Unit is located; or
 - 3.3.3 A change in Council Policy which necessitates termination of this Consent; or
 - 3.3.4 Circumstances outside the Council's control which necessitate termination of this Consent forthwith.
- 3.4 The Consent Holder may surrender this Consent by giving notice in writing to the Council.
- 3.5 In the event of the Consent Holder selling or transferring the trade or business of which the Unit is a part to another party this Consent will cease to have effect and cannot be relied upon by the transferee or acquiring party.

- 3.6 The Council may vary the Conditions of this Consent at any time.
- 3.7 The Council shall be under no obligation to renew this Consent at the end of the period stated herein.
- 3.8 Goods may not be of an inflammable, corrosive or otherwise dangerous nature.
- 3.9 The trader will be responsible for cleansing of the trading area and ensure that all refuse arising as a result of the activities of the trader shall be placed in suitable covered containers provided by the trader, unless otherwise provided by the Council, and shall be kept exclusively for that purpose. Such refuse containers shall be kept as clean as is reasonably possible and disposed of in an approved manner on a daily basis.
- 3.10 The trader shall not place on the street or in a public place any furniture or equipment other than as permitted by the Consent and he must maintain the same in a clean and tidy condition and not place them so as to obstruct the entrance or exit from any premises.
- 3.11 Traders selling food products, shall comply with the provisions of the Food Safety Act 1990 (Amendment) Regulations 2004, General Food Regulations 2004, Regulations (EC) No. 178/2002, 852/2004, 853/2004 of the European Parliament and of the Council and the Food Hygiene (England) Regulations 2006
- 3.12 Liquefied Petroleum Gas shall not be used without the express permission of the Council and any equipment using this gas shall have only flexible and approved armoured hoses complying with the relevant British Standard Specification or equivalent.
- 3.13 No mobile generators shall be used without the express permission of the Council. Where permission is granted generators shall be so positioned that: - they do not present a danger to the public do not present a fire or similar hazard to the stall, goods displayed thereon or adjoining premises and do not cause any noise or fume nuisance.
- 3.14 A competent person must install all generators and documentation must be provided to show that the generators have been maintained in accordance with the manufacturer's instructions.
- 3.15 No combustible materials are to be stored in the vicinity of a generator and suitable first aid fire fighting appliance(s) must be immediately available.
- 3.16 The Consent Holder shall ensure that any equipment, such as a generator, is in a safe working condition and suitably cordoned off to ensure that the general public do not have access to the equipment.
- 3.17 All electric power supplied must be protected by residual current devices. Any appliance is to be separated from the supply outlet by a fuse of suitable rating.
- 3.18 All electrical cables or flexes, which are suspended over the public footway or carriageway shall be adequately supported.
- 3.19 All electrical cables or flexes, which run along the ground and are in a position where the public could come into contact with them, they must be fitted with rubber cable protecting mats.
- 3.20 Each consent holder must ensure that their street trading licence plate is clearly attached to their pitch, vehicle or trading object at all times when they are trading.



Fwd: Licence for Application for Street Trading Consent

Tanya Baxter [REDACTED]

Wed, Jun 18, 2025 at 2:45 PM

To: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: licensing@cheltenham.gov.uk
Date: 18 June 2025 at 12:31:02 BST
To: [REDACTED]
Subject: Licence for Application for Street Trading Consent

Please find attached the licence, permit or authorisation in respect of your recent application.

If you are unable to open the PDF attachment please tell us by replying to this email or ringing us on the telephone number below and we will forward the licence to you in the post.

Licensing
Public Protection
Place and Economic Development
Cheltenham Borough Council
01242 262626

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Collection of correspondence between CBC and Tan's Coffee Box

The fire truck isn't a trader I was aware of or one, from our records, that I can see was ever licensed. If they were to continue trading, they would need to contact us to make an application and would be subject to the same criteria as above for fees.

From: Licensing (CBC) <Licensing@cheltenham.gov.uk>
Sent: Thursday, May 23, 2024 2:17 PM
To: 'Tan's Coffee Box' [REDACTED]
Subject: RE: Street Trading application - 24/00922/STA

Good afternoon Tanya

Thank you for your reply.

Our system shows a trader being licensed at this location from 2021–2023.

As you are submitting a brand new application for a new business, unfortunately we will require you to produce the supporting documents. To date, we have not received a photograph of the trailer or a scale plan.

If these can please be provided we can proceed with your application.

Kind regards

Catherine Drinkwater
Senior Licensing Officer

On 24 Apr 2025, at 13:50, Licensing (CBC) <Licensing@cheltenham.gov.uk> wrote:

Good afternoon Tanya

Thank you for forwarding on your policy document so promptly – it is much appreciated.

I am afraid the legislation which governs street trading applies equally to private and public land; for the purposes of a street trading consent, 'street' applies equally to any road, footway, beach, or other area to which the public have access without payment. As the churchyard, and followingly your unit, do not require payment by the public to access the site, an annual fee will be payable for you to have consent to trade.

My understanding, from looking at our records, is that invoicing was not set up on our side last year to reflect this. As this was an administrative error by the Council, all fees for 24 / 25 will be waived, and it will only be fees for 25 / 26 that are due. The total annual fee payable for 25 / 26 is £4372.27 (reduced from £5114.99 as you do not trade on Sundays). We can, of course, invoice this monthly if you were prefer, making the fee £364.36 per month.

Please let me know how you would prefer to be invoiced; I can then forward on instructions for payment of the first fee and set up a subscription with our accounts for those following.

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There is, of course, the exemption which you highlight which involves a charge for entering the site at which street trading would take place. If you wished to pursue this route, we would expect an individual to be stationed on every point of access to the churchyard taking payment at all times you were operating. This payment would need to apply equally to everyone, regardless of whether they are a customer of Tan's Coffee Box. If you are able to arrange for this, the activity would become exempt from street trading.

As detailed previously, the fee relates to enforcement, inspection, and administration as a cost recovery exercise. The Council also has discretion to adjust the fee based upon the duration of the consent, location, items sold, and any other criteria they deem relevant.

On 25 Apr 2025, at 09:11, Licensing (CBC) <Licensing@cheltenham.gov.uk> wrote:

Hi Tanya

No worries at all – your current consent expires on 19th June so you have almost two months to decide whether you want to renew. I appreciate it is a large, and unexpected, cost that should have been communicated to you when your initial application was made, and I am sorry that this was not the case.

The highest street trading fee is for a hot food unit in the town centre, which totals £5857.52 for annual consent. This is followed by drinks units, which total £5114.99. I have asked my manager for some information on how our street trading fees are calculated, and I will come back to you on this point once I have some feedback.

In the meantime, please let me know if you have any questions or I can be of any further assistance.

From: "Licensing (CBC)" <Licensing@cheltenham.gov.uk>
Date: 29 May 2025 at 14:31:33 BST
To: Tan's Coffee Box [REDACTED]
Subject: RE: Tans Coffee Box

Hi Tanya

Apologies for the delay in coming back to you, and thank you for your patience whilst I discussed this with my manager.

Upon grant of any street trading licence, all traders are required to pay a consent fee. These are usually invoiced monthly to traders as the lump sum can total thousands of pounds. We levy a consent fee for a variety of reasons, but the charges ultimately come down to cost recovery for the Council which is typically routed to our enforcement team to allow them to respond to complaints; investigate and inspect traders; or pursue legal action, such as prosecution, through the courts.

In the interest of fairness (our other traders pay these fees with no exemptions) and in line with the above, we would not seek to waive the fee in this instance. We have, however, re-evaluated the fee quoted below. We would now be looking to charge a total of £3298.35 for annual consent, equating to a monthly payment of £274.86. We would, of course, continue to waive any fees due for this first year of trading that is coming to an end.

We hold that these fees are fair to levy given:

- The Council's need for cost recovery;
- Fairness in that other similar traders are charged at the appropriate rate;
- That our website states, at the point of application, a consent fee will be charged; and
- That no backdated fees are being collected given this was the Council's administrative error and we consider that you have, accordingly, been operating legitimately and legally in the period covered within your consent.

Finally, I once again want to apologise that the requirement for a consent fee was not made clearer to you at the time of application, and I hope that you are satisfied with the arrangement outlined above. If so, please do let me know, and we can look to progress with your renewal.

Many thanks

Jacob Doleman

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The annual fee for **Other stalls/units – secondary sites** is £3,858.65. If we divide this by 365, the number of days in a year – we can determine a **day rate of £10.57**.

Your renewed consent is due to start on Friday 20th June 2025. As you don't trade on Sundays, this means that you would be expected to trade on **11 days** up to and including the committee date of Wednesday 2nd July.

If you are able to complete a payment of **£116.28** (11days x £10.57) then we can issue your renewed consent to permit you to continue trading.

Depending on the outcome of the committee, we can then provide a refund if your request is approved by committee members, or set up a subscription to reflect any fees determined.

I believe this to be the fairest way to proceed to both enable you to continue trading under your consent, and to ensure that we are not acting unfairly by exempting you from fees other traders are required to pay.

If you are happy to pay this fee and complete your renewal, please visit our [online payment portal](#) to pay the required fee, quoting the reference **25/01010/STA**

Please do get in touch if you have any further questions.

Jake Johnstone
Senior Licensing Officer

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