

**SCHEDULE OF CONDITIONS FOR PAVEMENT LICENCE  
BUSINESS AND PLANNING ACT 2020**

1. The application form and the notes attached to it along with these Conditions form the licence.
2. The Licence is personal to the Licensee and cannot be transferred to any other person, business or organisation.
3. This Licence is granted under the Business and Planning Act 2020 (“the Act”) and will be restricted to the opening hours of the premises specified in the application or such other hours as may be agreed by the Local Authority in writing.
4. The Licensee shall comply with and obtain all other necessary statutory consents and approvals required in connection with the exercise of a refreshment facility on the highway and comply with the provisions of all such consents and approvals and all statutes and other obligations imposed by law with regards to the provision, maintenance and operation of the refreshment facility.
5. The area upon which the proposed seating and other furniture may be sited (“the Licensed Area”) will be defined on a plan attached to the licence and shall be used solely for the purpose of consuming refreshments. No unauthorised obstructions are to be placed in the Licensed Area or on the public highway.
6. The Licensed Area shall be protected by barriers of a sturdy design.
7. The tables, chairs, barriers and other furniture (“the Equipment”) shall be of an appropriate design and shall be kept in good repair and condition at the Licensee’s expense. The layout shall be as shown on the plan attached to the Licence.
8. The Licensee shall remove all Equipment from the highway outside the opening hours specified in the Licence Application and if required to do so to permit works in, or the use of the highway by the County, District, Borough or Town Council, the emergency services, any statutory undertaker, or to allow access for builders’ vehicles, hearses and furniture removal vans. Except in the case of emergencies, the respective organisations will give at least 24 hours’ notice of the need for such removal.
9. The Licensee shall make no claim or charge against the Local Authority in the event of the Equipment being lost, stolen or damaged in whatever way from whatever cause.
10. The Licensee shall indemnify the Local Authority against all actions, proceedings, claims, demands and liability which may be taken or made or incurred arising out of the Licensee’s use of the highway. For this purpose the Licensee shall insure against any damage, loss or injury which may occur to any person or property arising from the siting of the Equipment. Details of such public liability insurance, for the sum of at least £5 million in respect of any one event and the insurance shall take effect prior to the use of the highway for outdoor catering.
11. The Licence shall run until 30 September 2021 or until such time that the Local Authority specifies subject to a minimum duration of 3 months. The Licence shall remain in force only for such period of time as the Licensee remains the occupier of the Premises or until withdrawn by the Local Authority under the Act or surrendered to the Local Authority by the Licensee, subject to annual renewal.
12. The Licensee must –
  - (a) on the day the application is made, fix a notice of the application to the premises so that the notice is readily visible to, and can be read easily by, members of the public who are not on the premises; and
  - (b) Ensure that the notice remains in place until the end of the public consultation period.

The Notice will be in the form as shown in Annex B

13. The Equipment must not obstruct pedestrian, emergency or delivery access to any premises or extend beyond the Licensed Area. A clear pedestrian route along the highway must be maintained at all times compliant with the current social distancing requirements and current social mobility requirements for pushchairs and wheelchair/mobility scooter users, which should be no less than 2m wide and where there is high pedestrian footfall shall be no less than 2.5m. This distance shall be measured from the furthest edge of the barrier to the nearest kerbside. Normally the Equipment shall be placed against the building, however where additional space is available (such as a pedestrianised street) the Licence may allow for the Equipment to be sited away from the building. The Equipment shall not be positioned to discourage pedestrian usage. The proximity of existing obstructions e.g. planters, trees, etc. should be considered as should bus stops, taxi ranks and pedestrian crossings. Consideration should also be given to the placement of all Equipment so they do not cause an obstruction or trip hazard or block forward visibility of any road sign or traffic signal. The pedestrian footway must not be enclosed in any way.
14. Activities shall be restricted to within the Licensed Area and controlled by the Licensee such that people do not congregate outside the Licensed Area.
15. It is also the Licensee's responsibility to manage and control customers' activities that affect other highway users outside of the licensed area.
16. The Licensee is solely responsible for all the Equipment and shall make no claim or charge against the Local Authority in the event of such items being lost, stolen or damaged.
17. The Licensed Area will be suitably managed by staff to ensure the orderly conduct of customers and adherence to current social distancing guidelines. Standards of cleanliness and tidiness must be maintained to the satisfaction of the Local Authority.
18. The Licensed Area must be kept clean and free from litter and other rubbish. At the end of each working day, or more frequently if necessary, the Licensed Area and an additional area of highway bounded by a line 5m from the Licensed Area shall be thoroughly cleaned to remove food debris etc. No waste shall be deposited in the permanent litter bins provided by the Local Authority.
19. The licence holder must make reasonable provision for seating where smoking is not permitted. This means that where businesses provide for smokers, customers will also have the option of sitting in a non-smoking area. Such provision must include;
  - Clear 'smoking' and 'non-smoking' areas, with 'no smoking' signage displayed in designated 'smoke-free' zones in accordance with Smoke-free (signs) regulations 2012
  - No ash trays or similar receptacles to be provided or permitted to be left on furniture where smoke-free seating is identified
  - Provision for a minimum 2M distance between non-smoking and smoking areas, wherever possible
20. All Equipment must be free standing and no fixtures to, or excavations of any kind shall be made in the surface of the highway which shall be left entirely undisturbed. The Local Authority reserves the right to report any highway damage no matter how caused and recharge the Licensee.
21. Advertisements and signs are not allowed within the Licensed Area (other than on parasols) or on barriers without the prior consent of the Local Authority.
22. No alcohol shall be consumed on the highway unless a licence has been issued by the relevant authority.

23. Musical entertainment will not be permitted in the Licensed Area unless a licence has been issued by the relevant authority
24. The Licensee shall be responsible for any rates, taxes and other out-goings which may be charged in connection with the Licensee's use of the Licensed Area.
25. Non-compliance with any condition of the Licence will render the Licensee liable to a written Notice under the Act and failure to comply with such a Notice shall render the Licensee liable to a written Notice revoking the Licence with immediate effect.
26. A compliance inspection may be conducted at any time from the commencement of the Licence or the issue of a Notice under condition 25 requiring the Licensee to remedy a breach of the Licence.
27. This Licence may be revoked in writing by the Local Authority at any time and the Local Authority shall not in any circumstances whatsoever be liable to pay any compensation or refund any fees to the Licensee in respect of such revocation.
28. If the Licence is revoked all Equipment must be removed with immediate effect and the Licensee shall leave the highway in a clean, tidy and undamaged condition. If any action is required by the local authority to remove the Equipment or repair any damage to the highway, steps will be taken to recover all associated costs from the licensee.

**ANY OBSTRUCTION OF THE HIGHWAY WHICH IS NOT SPECIFICALLY AUTHORISED BY THIS PERMISSION MAY RENDER THE LICENSEE LIABLE TO PROSECUTION.**