

North Warwickshire Borough Council Pavement Licence Published Standard Conditions

These Conditions are published by North Warwickshire Borough Council (the Council) under section 5(2) of the Business and Planning Act 2020 (the Act)

When the Council grants a Licence under the Act it may attach any Conditions it considers reasonable. The Council may add some or all of the Conditions below, amend them as necessary to apply to your Licence or add completely different Conditions to suit your Licence. Where the Council does not make a decision about your application and a Licence is deemed to be granted under the Act, the Conditions below automatically apply to the Licence. If your Licence also contains a condition which relates to a matter set out below, the specific condition in your Licence will apply instead of the condition below.

Pavement Licence Standard Conditions

1. The Holder(s) of this Licence is not permitted to carry out the activities authorised by this Licence otherwise than strictly in accordance with the Licence and these Conditions.
2. The Holder(s) shall produce a copy of this Licence on demand when so required by a Police Officer or an Officer of the Council authorised in writing under the Act.
3. The Holder(s) shall return this Licence to the Council at Council House, South Street, Atherstone, Warwickshire, CV9 1DE immediately on revocation of this Licence.
4. The Holder(s) shall not cause any unnecessary obstruction of the highway or danger to persons using it and shall not permit persons to gather in the Licensed Area so as to cause a nuisance or annoyance or danger to any person lawfully using the highway. A clear width of 1.5m of footway (or any other distance specified in your Licence) is to be left for the safe passage of pedestrians.
5. The Holder(s) shall not use or allow to be used any music playing, music reproduction or sound amplification apparatus or any musical instruments, radio or television receiving sets whilst carrying out the activities authorised by this Licence unless otherwise permitted by the Council in writing.
6. The Holder(s) shall not make any excavation or indentations of any description whatsoever in the surface of the Licensed Area or surrounding highway or place or fix any equipment or furniture of any description other than as referred to in this permission on the surface of the Licensed Area or surrounding highway.
7. The Licensed Area must be used solely for the purpose of selling or serving food or drink supplied from the premises or consuming food or drink supplied in connection with that purpose and not for any other purpose whatsoever.
8. The Holder(s) shall have full responsibility for the Licensed Area, which must be adjacent to their premises. The total number of customers using the Licensed Area must be monitored in order to prevent overspill on to the highway outside the Licensed Area.
9. Licences will not usually be granted to allow activities to take place outside the hours of 0900 to 2300. Specific times will be stated on each Licence.

10. If the Licensed Area is licensed for the consumption of alcohol the Licence Holder shall display in a prominent position, as specified by the Council, a notice setting out the hours for which the premises are licensed to sell alcohol.

(Licence holders should also note that:

You may only sell alcohol if you have a Licence granted by your local Council. If you have not already got one you should contact your local Council to find out how you can apply for one.

Other Conditions on their Licence to sell alcohol under the Licensing Act 2003 must also be complied with in relation to the sale of alcohol in the Licensed Area)

11. The Holder(s) shall not place on the highway any furniture or equipment or advertisement other than as expressly permitted by the Licence and must maintain the furniture and equipment in a clean and tidy condition and not place it so as to obstruct the entrance to or exit from any premises. All furniture and equipment must comply with the terms of the Licence.

12. The Holder(s) shall not make any claim or charge against the Council in event of the furniture or equipment or other objects being lost, stolen or damaged in any way from whatever cause whilst in use under the Licence.

13. The Holder(s) shall not do or suffer anything to be done in or on the Licensed Area or adjoining highway which in the opinion of the Council may be or become a danger, nuisance or annoyance to or cause damage or inconvenience to the Council or to the owners or occupiers of any adjacent or neighbouring premises or to members of the public.

14. The Holder(s) shall not assign, underlet or part with this Licence or any interest or possession given by it but the Holder(s) may surrender it to the Council at any time by written electronic notice in a form approved by the Council.

15. The Holder(s) shall observe and comply with any directions in relation to the use of the highway given by Officers of the Council authorised in writing. In particular, access shall be provided at all times for highway works by statutory undertakers or telecommunications operators.

16. The Holder(s) shall maintain the Licensed Area shown edged in red on the plan attached to this Licence, and the immediately adjacent highway, in a clean and tidy condition during the hours permitted by this Licence. The Holder shall leave those areas in a clean, tidy and unobstructed condition at the end of each period of daily use permitted by this Licence which shall include (1) sweeping and/or washing down the area as necessary, and (2) removing any refuse and litter deposited on the highway in the vicinity of the furniture and equipment.

17. The Licensed Area shall be surrounded by planters or ropes or other suitable barriers to contain the furniture and equipment within the boundary. Any such barriers must comply with good practice in the Secretary of States' Guidance in relation to Pavement Licences to assist people with visual impairment to recognise the boundary (see <https://www.gov.uk/government/publications/pavement-Licences-draft-guidance/draft-guidance-pavement-Licences-outdoor-seating-proposal>).

18. The Holder(s) shall provide litterbins or similar receptacles for the deposit of cartons, wrappers, containers and similar discarded items and ensure that these are emptied daily. Waste from the Holder(s) use of the Licensed Area must not be disposed of in the permanent litterbins provided by the Council within the highway.

19. The Holder(s) shall remove all furniture and equipment or other articles placed on the highway in accordance with this Licence at the end of each period of daily use permitted by this Licence. The

Holder must provide suitable storage for all furniture and equipment when not in use in accordance with this Licence and may not store furniture and equipment on the highway.

20. The Holder(s) shall indemnify the Council against all actions, proceedings, claims, demands and liability which may at any time be taken, made or incurred in consequence of the use of the furniture and equipment and for this purpose must take out and maintain throughout the duration of this licence at the Holder(s) expense a policy of insurance approved by the Council in the sum of at least, £5,000.000 in respect of any one event. The Holder must produce current receipts for premium payments, policy documents and confirmation of annual renewal of the policy on request to an Officer of the Council authorised in writing under Act.

21. The Council may revoke this licence at any time as permitted by the Act and the Council shall not in any circumstances whatsoever be liable to pay any compensation to the Holder(s) in respect of such revocation. The Council may also serve notice on the holder requiring them to remedy any breach of this Licence and, should they fail to do so take the action required under that notice and recover the costs of doing so from the Licence holder.

22. Nothing in the Licence or these Conditions shall be construed as the granting or purported granting by the Council of any tenancy under the Landlord and Tenant Act 1954 or any permission under the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force.

23. The Holder(s) shall be responsible for any rates, taxes and outgoings, which may be charged in relation to the Licensed Area under any enactment or agreement.

24. The Holder(s) must be aware of any potential conflict with and must not interfere with any special cyclic events on the highway including but not limited to Markets, Fairs, Seasonal Events, Sporting Events, Local Events.

25. Any failure to comply with any Conditions of this Licence may be considered by the Council in determining whether to grant any subsequent Licence under the Act or similar legislation relating to use of the highway.

26. If the Holder ceases to trade during the duration of this Licence, no refund of the application fee will be issued under any circumstances.

27. The Licence Holder shall use plastic and/or polycarbonate glasses for serving alcoholic drinks in the Licensed Area.

28. The Licence Holder must comply with any relevant Coronavirus and/or health protection legislation and/or national government social distancing guidance which is in force at any time when this Licence is in effect and ensure that the Licensed Area is operated in accordance with that legislation and/or guidance.

‘Holder’ means the person or persons who apply for a Licence and are granted a Licence.

‘Licensed Area’ means the area shown on the plan attached to the Licence granted by the Council.

‘Premises’ means the shop, pub, restaurant or other business premises from which you are trading or intend to trade from and in connection with which food and/or drink is to be served.