

## **Cannock Chase District Council**

### **Business & Planning Act 2020 Pavement Licence General Terms and Conditions**

1. The grant of this Licence does not imply an exclusive right of use of the area of public highway. The licence holder should be aware that Cannock Chase Council and others (e.g. emergency services, statutory undertakers) will need access at various times (including emergencies) for maintenance, installation, special events, improvements etc. This may mean that the operations allowed under this Licence will need to cease for a period of time. Reasonable notice will be given where practicable. On such occasions Cannock Chase Council will not be liable, and will not compensate the licence holder, for any losses what so ever.
2. This Licence is issued under the Business and Planning Act 2020 (The Act) by Cannock Chase Council for the period stated on the Licence to the Licence holder to place furniture as defined by the Act for the sole purpose of the serving of and consumption of refreshments such as food and/or drink”) on an area of public highway as delineated on the attached Plan (the “Licenced Area”).
3. The licence holder shall at all times be responsible for compliance with the terms and conditions of this Licence and any applicable legislation or statutory guidance in place at that time.
4. The licence holder must complete a health & safety risk assessment which will help them identify the specific actions needed and understand how to work safely and keep customers safe during the pandemic. Importantly, licence holders must ensure that customers comply with the social distancing guidelines. The risk assessment could include:
  - the number of people able to access the premises safely
  - how seating areas will be spaced out/rearranged to enable social distancing
  - how mechanisms for ordering/serving food and drink will be managed to reduce social contact (eg table service, apps etc)
  - processes for cleaning and hand sanitising
  - use of PPE/plastic screens
  - approach to eg screening live sport, snooker/ pool and other activities in licenced premises, and how the risks of these will be managed.

Sector specific risk assessment guidance on restaurants, pubs, bars and takeaway services can be found here:

<https://assets.publishing.service.gov.uk/media/5eb96e8e86650c278b077616/working-safely-during-covid-19-restaurants-pubs-takeaway-services-310720.pdf>

5. The licence holder pursuant to the licence, or any activity of other persons which is enabled by the licence, must not cause obstruction to the highway which has the effect specified in s 3(6) of the Business and Planning Act 2020.
6. The licence holder must have Public Liability Insurance. This insurance must indemnify Cannock Chase Council against all claims for injury, damage or loss to users of the public highway, arising from the use of the highway for the licenced purpose.
7. If for whatever reason and/or period of time the required public liability insurance policy is not in force, Cannock Chase Council shall be deemed to have withdrawn this Licence for the period during which the said policy is not in force.
8. The licence holder shall make no claims or charges against Cannock Chase Council in the event of loss or damage of property in any way from whatever cause, except where the same is attributable to negligence of the part of the Council, its officers or agents.
9. If on expiry of this Licence, where there has been a new and valid application for a Licence prior to its expiry and the Council has not determined that application, these conditions shall be deemed to remain in force such that the premises continue to operate as if a Licence was in force until such time as the application has been determined by the Council.
10. Any change of details in respect of this licence must be notified, in writing, within fourteen (14) days of that change to the Licensing Unit at Cannock Chase Council at the address below.
11. The licenced area may only be used during the days and hours stated on the Licence.
12. The licenced area shall be clearly identifiable and all furniture may only be positioned in accordance with the plan attached to this Licence.
13. The licence holder shall ensure that the street amenity area is kept clean and free from litter and detritus (food and drink remnants, etc.) arising from the Licenced use at all times.
14. Waste from the licence holder's operation must not be disposed of in any highway litter bins provided by Cannock Chase Council.
15. Use of the licenced area must not interfere with highway drainage arrangements.
16. Any furniture in the licenced area must not be erected or positioned in such a manner as to:
  - (a) Impede the safe passage of vehicles, cyclists or pedestrians along the public highway;
  - (b) Prevent access to bus stops, taxi ranks or other premises frontages;

- (c) Cover any signs or markings relevant to the highway;
  - (d) Obscure any signs, especially on or near junctions;
  - (e) Obscure the visibility of users of the highway on or near junctions;
  - (f) Prevent access to any service covers or apparatus;
  - (g) Be placed on or near to tactile paving and dropped kerbs;
  - (h) Be permanent fixtures or involve the excavation of, or the fixing of anything to, the highway, highway structures, or highway furniture which must be left entirely undisturbed.
17. The licence holder shall remove all furniture from the licensed area
- (a) outside the permitted hours stated on the Licence.
  - (b) immediately if required by reasonable request at any time by an officer or agent of the Council or the Emergency Services.
  - (c) as necessary to permit works in, or the use of, the highway by the Council, Emergency Services, and any service undertakers.
18. Any costs incurred as a result of damage to the highway, due to the positioning of barriers, tables or chairs, may be recovered in full from the licence holder.
19. No alcohol shall be consumed within the licenced area except in compliance with the appropriate licensing laws.
20. No amplified music or sports screening or commentary is permitted to be played in the licensed area.
21. No barbecues, fire pits or naked flames are permitted in the licensed area.
22. Cannock Chase Council reserves the right to revoke this Licence at any time if any of the above terms and conditions are not fulfilled and maintained.
23. A copy of this Licence with a plan of the licenced area must be displayed in a prominent public position on the premises.

The Licence holder's attention is drawn to Part 1 of the Business and Planning Act 2020 which sets out the powers of the Council in the event of a failure to comply with the terms and conditions of the Licence.

Address for Correspondence:

Licensing Unit, Cannock Chase District Council, PO Box 28, Beecroft Road, Cannock, Staffordshire, WS11 1BG.

Phone: 01543 462621. Email: [licensingunit@cannockchasedc.gov.uk](mailto:licensingunit@cannockchasedc.gov.uk)