

Warwick District Council

Business and Planning Act 2020

PAVEMENT LICENCE

The **WARWICK DISTRICT COUNCIL** in pursuance of the provisions of Section 2 of the Business and Planning Act 2020 hereby grant permission to the person named below for the provision of furniture and equipment to be placed on the highway known as 7 Satchwell Court, outside the premises known as Giggling Squid in accordance with the application submitted.

Applicant: Mr Simon Gallagher

Premises Detail: Giggling Squid, 7 Satchwell Court, Royal Priors, Leamington Spa, Warwickshire, CV32 4QE

Furniture Detail: Tables x 12
Chairs x 24
Other items: Canvas Barriers

On the following days and at the times listed below:

<i>Monday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>
<i>Tuesday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>
<i>Wednesday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>
<i>Thursday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>
<i>Friday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>
<i>Saturday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>
<i>Sunday</i>	<i>from</i>	<i>11.00</i>	<i>to</i>	<i>23.00</i>

This licence will remain in force until 30th September 2023 and is subject to the **specific conditions** overleaf and the **standard conditions** attached.

Issued on behalf of Warwick District Council on 7th September 2022



Lorna Hudson
Environmental Health and Licensing Manager

Pavement Licence Specific Conditions

1. There are no specific conditions attached to this licence.

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 this 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 permission to the Licensing Team, Warwick District Council, Riverside House, Milverton Hill, Royal Leamington Spa, CV32 5HZ 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 1.8m of footway (or any other distance specified in your Licence) is to be left for the safe passage of pedestrians.

Licence holders should also note that additional minimum widths may be required to comply with the prevailing government guidance on social distancing. It is the responsibility of the licence holder to familiarise themselves with the current government guidance, to ensure compliance with social distancing and any other relevant legislation governing the control of Covid-19.

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 09:00hrs to 23:00hrs. 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 the Council. If you have not already got one you should contact the 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. Where furniture is to be placed within the Licensed Area to provide seating for use by persons for the purpose of consuming food or drink, the Holder(s) must make reasonable provision for seating where smoking is not permitted.
12. 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 or exit from any premises. All furniture and equipment must comply with the terms of this permission.

13. The Holder(s) shall make no claim or charge against the Council in the event of the furniture or equipment being lost, stolen or damaged in any way from whatever cause.
14. 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.
15. 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.
16. The Holder(s) shall observe and comply with any directions in relation to the use of the highway given by relevant 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.
17. 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(s) 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.
18. 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>)
19. 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 Holders use of the Licensed Area must not be disposed of in the permanent litterbins provided by the Council within the highway.
20. 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(s) must provide suitable storage for all furniture and equipment when not in use in accordance with this Licence.
21. 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(s) must produce current receipts for premium payments, policy documents and confirmation of annual renewals of the policy on request to an Officer of the Council authorised in writing under the Act.
22. 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 revocations. 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.
23. 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.
24. 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.
25. The Holder(s) must be aware of any potential conflict 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.
26. 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 the use of the highway.

27. If the Holder(s) ceases to trade during the duration of this Licence, no refund of the application fee will be issued under any circumstances.
28. The Licence Holder shall use plastic and/or polycarbonate glasses for serving alcoholic drinks in the Licensed Area.
29. 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.
30. Permission to operate a temporary pavement licence does not imply an exclusive right to the area of public highway. The licence holder must be aware that Warwick District Council and others (e.g. police, highways authority, statutory undertakers) will need access at various times (including emergencies) for maintenance, installation, special events, improvements etc or any other reasonable cause. This may mean that the temporary pavement licence will be suspended or revoked. On these occasions there would be no compensation for loss of business.

'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.