

Cannock Chase District Council
Pavement Licence Business and Planning Act 2020
(confirmed by the Levelling Up & Regeneration Act 2023
(LURA 2023))

Terms and Conditions

- 1 This Licence is granted under the Business and Planning Act 2020 (“The Act”) and issued to the licence holder by Cannock Chase District Council for the period stated on the Licence.
- 2 The licence holder must ensure that the pavement is wide enough to accommodate a street café and maintain a minimum 1.5m width of unobstructed pavement for passing pedestrians, prams, and wheelchairs.
- 3 The grant of this Licence does not imply an exclusive right of use of the area. The Licence Holder should be aware that Cannock Chase District Council and others (e.g. emergency services, statutory undertakers) will need access at various times (including emergencies) for maintenance, installation, special events, improvements etc, therefore operations under this Licence may need to cease for a period of time.
- 4 When special events take place in Cannock, Rugeley or Hednesford town centres, it is expected that the furniture be removed for the duration of the event. This will mean that the operations allowed under this Licence will need to cease for that period of time and reasonable notice will be given where practicable. On such occasions Cannock Chase District Council will not be liable, and will not compensate the Licence holder, for any losses whatsoever.
- 5 The Licence Holder shall not allow their seating and other furniture to be placed outside of the area marked with the red line on the attached plan. The Licensed Area shall be used solely for the purpose of consuming refreshments. The Licence holder shall not allow any unauthorised obstructions to be placed in the Licensed Area or on the public highway.
- 6 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.
- 7 The Licence Holder must have Public Liability Insurance for the amount of £5,000,000 (5 million pounds) in respect of any one incident. This insurance must indemnify Cannock Chase District Council against all claims for injury, damage or loss to users of the public highway, arising from the use of the highway for the licensed purpose.

- 8 If for whatever reason and/or period of time the required public liability insurance policy is not in force, Cannock Chase District Council shall be deemed to have withdrawn this Licence for the period during which the said policy is not in force and the Licence Holder may be held liable for obstruction of the highway and prosecution under Section 137 of the Highways Act 1980.
- 9 The Licence Holder must remove all furniture from the pavement
 - (a) as 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.
- 10 The Licensed Area may only be used during the times and days stated on the Licence.
- 11 You must ensure you have sufficient SIA Registered door staff to cover all licensable areas.
- 12 The licensed area shall be clearly identifiable, and all furniture may only be positioned in accordance with the Plan attached to this Licence.
- 13 The licensed area should keep within the width of the shop frontage.
- 14 The Licensed Area shall be protected by barriers of a sturdy design and must include a 100mm high tapping rail positioned at or near ground level.
- 15 Plastic/polycarbonate glasses must be used. No glass bottles are to be used in the licensed area.
- 16 The licence holder is required to make reasonable provision for seating where smoking is not permitted therefore provide customers the option of sitting in a non-smoking area.
- 17 Only tables, chairs, and benches and certain other types of furniture will be permitted. This includes:
 - furniture such as counters or stalls for selling or serving food and drink and tables, counters or shelves on which food or drink can be placed.
 - barriers, umbrellas, heaters and other items associated with consuming food and drink outside.

- 18 The Licence Holder shall ensure that the street amenity area is kept clean and free from litter and detritus at all times.
- 19 Waste from the Licence Holder's operation must **not** be disposed of in any highway litter bins.
- 20 The Premises Licence Holder is responsible for ensuring drinkers stay within their defined area whilst drinking alcohol, they must not leave the area with a drink in their hands as this will result in a breach of the Public Space Protection Order (PSPO)
- 21 No amplified music or sports commentary is permitted to be played in the Licensed Area.
- 22 No barbecues, fire pits or naked flames are permitted in the licensed area.
- 23 Cannock Chase District Council reserves the right to revoke this Licence at any time if any of the above terms and conditions are not fulfilled and maintained.
- 24 A copy of the Licence provided must be displayed in a prominent public position on the premises preferably in the window so it can be clearly seen.
- 25 No alcohol shall be consumed within the licensed area except in compliance with the Licence holder's premises licence conditions or other authorisation under the Licensing Act 2003.
- 26 Use of the licensed area must not interfere with highway drainage arrangements.
- 27 Furniture in the licensed 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.

- 28 The Licence Holder shall make no claims or charges against Cannock Chase District Council in the event of loss or damage of property in any way from whatever cause, except where the same is attributable to negligence on the part of the Council, its officers or agents.
- 29 Cannock Chase District Council is empowered to remove and store or dispose of furniture from the highway, at the cost of the licensee, if it is left there outside the Licensed Hours, or should any terms or conditions of this Licence be breached. The Council will not be responsible for its safekeeping.
- 30 Any costs incurred as a result of damage to the highway, due to the positioning of barriers, tables or chairs, will be recovered in full from the Licence Holder by the Council.

Advisory Note:

If it appears to Cannock Chase District Council that the Licence holder to whom the Council has granted permission under the Act has committed any breach of the terms and conditions of that Licence, they may serve a notice on the Licence Holder requiring them to take such steps to remedy the breach as are specified in the notice within such time as is specified.

The new pavement licensing provisions under the LURA 2023 grants local authorities' new enforcement powers. The authority may revoke a licence or amend it with the consent of the licence holder in certain circumstances.

Address for Correspondence:

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