

## Conditions applicable to all Pavement Licences

Note, other conditions may be added at the discretion of the Local Authority on an individual licence basis if it is felt necessary to fulfil the purpose of meeting the requirements of the licence. Additionally, conditions may be varied.

### National Conditions

#### 1. Clear Route of Access

It is a condition that clear routes of access along the highway must be maintained, taking into account the needs of disabled people, and the recommended minimum footway widths and distances required for access by mobility impaired and visually impaired people as set out in Section 3.1 of [Inclusive Mobility](#).

#### 2. No Obstruction Clause

In line with Clause 3(6) of the Business and Planning Act 2020, Nothing must be done by the licence-holder to:

- a) preventing traffic, other than vehicular traffic, from—
  - i. entering the relevant highway at a place where such traffic could otherwise enter it (ignoring any pedestrian planning order or traffic order made in relation to the highway),
  - ii. passing along the relevant highway, or
  - iii. having normal access to premises adjoining the relevant highway,
- b) preventing any use of vehicles which is permitted by a pedestrian planning order or which is not prohibited by a traffic order,
- c) preventing statutory undertakers having access to any apparatus of theirs under, in, on or over the highway, or
- d) preventing the operator of an electronic communications code network having access to any electronic communications apparatus kept installed for the purposes of that network under, in, on or over the highway.

#### 3. Smoke Free Seating

The Act does permit businesses to allow smoking in certain circumstances in areas subject to this licence enabling both smokers and non-smokers are able to sit outside. However, Brent Council has exercised its discretion to override this consent, following representations made by Action on Smoking & Health (ASH) and that public health data states that only 10% of the adult population in Brent smoke. In view of this, the council intends to apply a local condition to all licences, which requires the licence holder to ensure that smoking is not permitted in any licenced area.

## **Local Conditions**

### **Duration and Times of Licences**

1. The licence holder shall only trade on the days and times stated on the licence.
2. On designated Wembley Stadium event days including all football matches, the outside seated area will not be used. This condition only applies to those businesses within the vicinity of Wembley Stadium.
3. The licence holder shall ensure that a copy of the licence is clearly visible to the public and made available upon request to an authorised officer of the council or the police.

### **Use of Land**

4. The licence holder shall only use furniture stated on the licence.
5. The licence holder shall not carry on business from any vehicle or erect or place any stall or other structure in any street except in the area mentioned in the licence.
6. The licence holder shall make no fixtures to or excavations of any kind in the surface of the highway, which shall be left entirely undisturbed.
7. The licence does not permit the playing of music, singing or performance of entertainments, or the use of an external public address system or speakers, on the highway, including within the licensed area. The licensee is to ensure that any noise disturbance to the neighbourhood, including noise from patrons, is kept to a minimum and does not cause offence.
8. Licences are not transferable and the subletting of any licence is prohibited. The Licensee shall be responsible for any rates, taxes and other outgoings, which may be charged.

### **Health & Safety**

9. Any furniture or equipment must not overhang the designated tables and chairs areas, and be stable enough (e.g. weighted down) to withstand wind or accidental contact. No advertising should be on them apart from that related directly to the name of the company / premise, and this must be pre-approved as part of the application.
10. If heaters are proposed the heaters must meet BS Standards BS EN 60529:1992 (electric heaters) and BS EN 14543:2005 (gas heaters). Any non-furniture item ((e.g. menu boards, heaters etc.) must be approved as part of the enclosed

permitted area, and any that cause unacceptable clutter or intrusion of sight lines will need to be removed if deemed to be causing an issue or hazard.

11. At all times, a minimum clear footways of 2 metres must be aimed for. You must take into consideration of the inclusive mobility guidance issued by Government, especially Section 3, that can be found at <https://www.gov.uk/government/publications/inclusive-mobility/inclusive-mobility>
12. An unimpeded pedestrian route must be maintained at all times for people wishing to use the footway as per the National Licence Conditions.
13. During the hours of darkness suitable and sufficient lighting must be provided to ensure safe use of the area. Any proposals to provide additional lighting to the licensed areas must be agreed with the Highway Authority.
14. The operation of the area must not interfere with highway drainage arrangements.
15. The licence holder shall ensure that at all times applicable to the licence, smoking, vaping or the consumption of shisha, should not take place and must not be permitted anywhere within the licenced area.

### **Food & Drink**

16. Only food or drink sold in the relevant premises can be served, and the area so permitted is to be used solely for the purpose of consuming refreshments.
17. No alcohol shall be consumed on the highway unless a licence has been issued by the Local Authority Licensing Team (Existing premises will have this exemption under the Business and Planning Act 2020, but no premise without an existing alcohol licence is permitted to sell alcohol or conduct a licensable activity except the provision of furniture under a pavement licence).

### **Cleanliness and Hygiene**

18. Waste from the licence holders operations must not be disposed of in the permanent litter bins provided by the Council. Any commercial premise must have a trade waste agreement in place and waste receptacles kept within the boundaries of the premises apart from on the day of collection.
19. The licence holder shall be responsible for the temporary storage of refuse, liquid and other material accumulated or created whilst trading and its subsequent removal from the site. The removal and disposal must be to the satisfaction of the council.

20. The licence holder shall ensure that sufficient sanitary accommodation is available for any customer using any chairs or seating provided by the business.
21. Any furniture used in the licensed area must be of sufficient high quality and appearance as not to be detrimental to the area. Any furniture or associated item must be in a good state of cleanliness and repair at all times, and uniform in appearance for the premise.
22. The licensee will be responsible for the cleansing of the trading area to ensure the area is clean and tidy at all times. Any food debris, packaging, wrapping or similar material must be removed at once from the trading area and placed in a suitable bin. If a licensee damages or fails to cleanse the highway or remove refuse from within the trading area, the Council will take remedial action and the cost charged to the licensee.

### **Conduct**

23. The licence holder shall on all occasions, when carrying on business, be strictly, sober and conduct him/herself in a proper, civil and courteous manner, and he/she shall not carry on his/her business in a such way as to cause annoyance to the occupier or person in charge of any shop, business, or any person using the street.
24. The licence holder must comply with any reasonable request of an authorised officer of the Council or a police officer, providing such request does not require excessive additional expenditure.
25. The Council reserves the right to alter or amend these conditions at any time.

### **Indemnities & Insurance**

26. The Licensee 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 chairs and tables and other objects and for this purpose must take out at the Licensee'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 and produce to the Council on request the current receipts for premium payments and confirmation of the annual renewals of the policy. A valid Third Party Public liability Insurance certificate shall be held by the licence holder at all times to the satisfaction of the Council.
27. If, during the life of a licence any change occur in the facts of that were supplied with the original application the holder of the licence shall report such changes to the Council within 72 hours of that change.

28. The licence holder shall make no claim or charge against the Council in the event of any item being displayed or used being lost, stolen or damaged in any way from whatever cause.

**Termination**

29. Brent Council reserves the right to revoke this licence at any time if any of the above conditions are not fulfilled and maintained.