



STURLEY
Borough Council



This licence is granted subject to the conditions and restrictions made by the Authority as detailed in the attached Annexes

Appendix 1 óPlan of trading area.



Appendix 2 Standard Pavement Licence Conditions

1. The grant of this pavement licence does not grant the licenceholder an exclusive right to the Licence Site. The licenceholder must give Crawley Borough Council and other public authorities including the Police, Highways Authority and other statutory undertakers access to the Licence Site for emergencies, maintenance, installation, special events, improvements or any other reasonable cause. If the consequence of access is that the licenceholder is unable to use the Licence Site for any period, the licenceholder is not entitled to compensation from Crawley Borough Council or other public authority for any loss arising out of the access.
2. The licenceholder must have at all times during the currency of this pavement licence a valid Public Liability Insurance for the use of the Licence Site pursuant to this pavement licence. The insurance policy must indemnify Crawley Borough Council and West Sussex County Council against all actions, proceedings, demands, liability and claims for injury, damage or loss to users of the public highway, arising from the use of the Licence Site for the permitted purpose. The minimum level of indemnity must be £5 million respect of any one incident.
3. Furniture is only permitted to be placed on the Licence Site by this pavement licence within the permitted times as described in this licence. Outside these times the furniture must be removed from the highway.
4. Crawley Borough Council and West Sussex County Council may remove and store or dispose of furniture from the Licence Site if:
 - a. furniture is on the Licence Site outside the permitted days and/or times;
 - b. furniture is on the highway outside the Licence Site; or
 - c. there is an emergency.

Where furniture is removed by either council, the cost of the removal, storage and disposal must be paid by the licenceholder if the removal was pursuant to 4a or 4b above. The Council will not be responsible for its safekeeping.

5. The licence holder is not to make or cause to be made any claim against Crawley Borough Council in the event of any property of the licence holder becoming lost or damaged in any way from whatever cause.
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7. Anything done by the licensee

13. Crawley Borough Council will have no liability for any damages in the event of any of the furniture permitted to be placed on the Licence Site by this Licence is lost, stolen or damaged in any way from whatsoever cause.
14. Furniture should be placed so as not to obstruct driver sightlines, or road traffic signs, nor emergency access routes.
15. Placement of furniture permitted to be placed on the Licence Site must allow pedestrians to use the footway parallel to the frontage of the premises. Alternative items may not be used without first seeking the written authority of the Authorised Officer of Licensing Team of Crawley Borough Council.
16. Any patio heaters permitted by this licence must be positioned in a safe and secure manner, with appropriate safety measures in place to minimize the risk of injury or fire and must be under the direct supervision of the licence holder or their nominated representative.
17. All furniture permitted to be placed on the Licence Site by this licence must be removed from the Public Highway when the premises are closed to prevent a safety hazard to pedestrians, particularly during the hours of darkness.
18. The licence holder should ensure that they use the Licence Site in a safe and orderly manner, thereby ensuring that any safety risk or nuisance to customers, other users of the Public Highway or any adjacent land or premises, is minimised.
19. The licence holder must ensure that their use of the Licence Site does not interfere with Highway drainage arrangements.
20. During the hours of darkness suitable and sufficient lighting must be provided to ensure safe use of the Licence Site.
21. All detritus (food and drink remnants, spillages, bottles, cans, wrappers etc) be regularly removed from the Licence Site and disposed of in the correct manner, including at the point of each day when furniture is being removed from the Licence Site in accordance with condition 3. The licence holder must also make arrangements to regularly check for and to remove litter and rubbish on pedestrian walkways, caused by persons using the premises, for a distance of up to 10 metres from the boundary of the Licence Site.
22. The licence holder must ensure that any tables placed on the Licence Site pursuant to this licence are cleared in an efficient manner during the hours of operation. The licence holder must ensure the Licence Site and surrounding highway is to be washed down at the completion of each day's usage using a method sufficient to remove food debris, grease and other spillages that may occur.

23. All furniture covered by the Licence shall be freestanding in the case of seating. The licence holder is not permitted to make any fixtures, or excavations of any kind, to the surface of the highway and it must remain undisturbed. The licence holder must pay to West Sussex County Council any costs incurred as a result of damage to the highway from the positioning of furniture.

24. Any umbrellas, patio heaters and other structures which are permitted on the Licence Site by this licence such as temporary structures must be suitably secured in accordance with 112j. If weather is likely to affect their safe use (such as high winds, rain and other conditions that affect the integrity and safety.)

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34. This licence is not transferrable and only applies to the specified premises and named person who holds this licence.
35. The licence holder must surrender this Licence within 14 days of the selling or transferring their interest in the Premises, such that they no longer have control over the Premises.

Appendix 3 Local Licence Conditions for premises subject to a premises licence under the Licensing Act 2003 which permits the sale of alcohol.

1. The licence holder must prepare a documented risk assessment to address all aspects of the pavement licence, compliance with this licence and measures to ensure the effective control and supervision of the area to which the Pavement Licence applies. This must include but not be restricted to the consideration of the provision of Security Industry Authority (SIA) Door Staff to ensure control and supervision of the premises Body Worn Video cameras, staff training policy regarding contraventions of COVID19 regulations by patrons, managing a queuing system (in consultation with neighbouring premises), use of glass vessels, monitoring numbers on the premises and members of differing

