

TABLES AND CHAIRS LICENCE CONDITIONS

(Applicant's Copy – please retain for your own records)

1. This licence will cover the permitted number of chairs as shown on your licence application. If approved, it may be transferred to a new licensee during the period of issue, provided that the new licensee notifies the Council within 28 days of the change and the operating hours are the same.
2. This licence covers the use of amenities by customers for consuming food & or refreshment which have been purchased from the licensed establishment. This licence does not permit the use of the amenities for any other purposes at any time.
3. The amenities must be removed from the public highway at the end of the permitted period each day. (To be used in all cases, except where consent for picnic tables is granted).
4. The licensee shall not in any way interfere with the surface of the public highway.
5. The amenities must be sited so as to ensure that they do not extend further than 1.2 meters from the shop front and leave a minimum foot path clearance of 1.8 meters (2 metres on a Transport for London managed Red Route).
6. The licensee shall indemnify the Council from and against any claim in respect of any injury damage or loss arising directly or indirectly out of the grant of this consent and the use by the public of the amenities.
7. The licensee shall be responsible for cleaning the public highway used under consent at the end of each day and, if requested to do so by the Council. Provide mobile litter bins and cigarette bins on the public highway, in such positions and for such time periods as the Council may specify. (This waste will be treated as commercial waste).
8. The licensee shall remove the amenities from the public highway immediately if requested to do so by the Council, its agents, contractors or licensees or by a statutory undertaker. The licensee shall also remove the amenities from the public highway if requested to do so by a Police officer if unimpeded access to the surface of the public highway is required. The applicant shall not reposition the amenities on the public highway until notified by the Council, the Statutory Undertaker, or the Police, that he/she may do so.
9. Where the Council serves a Notice on the licensee requiring him/her to remedy any breach of the terms of this consent, and the licensee fails to comply with the Notice, the Council may itself take the steps required by the Notice and recover from the licensee any expenses incurred.
10. The Council may withdraw this consent at any time upon giving the licensee seven days notice in writing. Upon withdrawal of the consent the applicant shall remove the amenities from the public highway and, in default, the Council may remove the amenities and recover from the applicant its costs in so doing.
11. Any Notice given to the licensee shall be deemed to have been sufficiently served if addressed to the applicant and or licensee and sent by post or left at the premises.
12. Should consent be granted, this permits amenities to be placed on the public highway between 1st April and 31st March of the following year. At the end of each licensed year, an application for renewal of the consent must be made.

13. If consent be granted, the licence must be displayed in a prominent position in the window of the premises, so that user of the amenities as well as Council Officers may easily see it. Failure to do so will result in the withdrawal of the licence by the Council or a Fixed Penalty Notice of £100.
14. The applicant shall ensure that the level of noise created by use of these facilities shall not reach a level that will cause a nuisance.
15. This consent excludes 'A boards' and any other amenities that are not specified on the licence.
16. The footway must not be obstructed by patrons standing between tables, chairs and the kerb.
17. Uniform tables and chairs must be used.
18. No items may be placed in front of the adjoining property.
19. Please note that licence fees are charged for the whole financial year from 01st April – 31st March and therefore all licences are expressed to be valid for the whole financial year. However, licences are not granted retrospectively. The licence will start from either 01st April or the date of issue that appears on the licence, whichever is the latter.

STANDARD INFORMATIVE

Should a licence be granted, it is without prejudice to, and shall not be construed as derogatory to any of the rights, powers and duties of the Council's pursuant of any of its statutory functions or in any capacity. And, in particular, shall not restrict the Council from exercising any of its powers and duties under the London Local Authorities Act 1990 (as amended).

I have read and understood the aforementioned conditions under which I submit my application for the Council's consideration.

Applicant (Print) _____

Applicant's Signature _____

Date _____

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Applicant (Print)

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Date

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