

Dear Tendering District Council

RE: Pavement Licence Policy - Consultation - Tendring District Council

Thank you for your email and details in respect of the Council's draft policy.

Essex County Council do not have any objections to the Policy, for consultations please send applications to highway.licences@essexhighways.org.

Please find attached copy of Essex County Council Highways Terms and Conditions for consideration and note that ECC Highways will request these to be added to any pavement licence granted by Tendering District Council.

Kind Regards

Rachel Crouch | Senior Traffic Regulation & Licencing Officer

Network Assurance

Essex County Council Terms and Conditions

1. The permitted times for the tables/chairs/barriers/posts/bin/heater/planters/umbrella to be on the highway are between the hours agreed by your Council and at all other times all the furniture must be removed.
2. The table/chairs/barriers/posts/bin/heater/planters/umbrella to be placed in the permitted area of highway should not exceed what has been given consent for. All other furniture associated with the premises such as bins and A boards must be placed within the permitted area and not outside.
3. The Licensee to provide removable barriers to separate the tables and chairs from the users of the highway. Barriers must have a minimum overall height of 800mm and a gap of no more than 150mm between the base or tapping rail and the ground. Barriers must be manoeuvrable enough to allow them to be removed from the highway into the main premises at the close of business. It is recommended that the barriers are in a contrasting colour to the highway surface to provide maximum impact for the visually impaired
4. The authorised area of public highway to be used will not exceed what has been given consent for.
5. The Licensee shall attach no fixtures to or make excavations of any kind in the surface of the highway which shall be left entirely undisturbed.
6. The authorised area shall be used solely for the purpose of consuming refreshments by persons seated at the tables and chairs provided within the authorised area.
7. No charge shall be made by the Licensee for the use of the tables and chairs.
8. Waste from the Licensee's operations shall not be disposed of in the permanent litterbins situated on the highway for use by the general public provided by the Council.
9. Refuse and litter deposited on the highway in the vicinity of the tables and chairs must be collected and removed each day by the Licensee at the Licensee's expense and not less than hourly intervals, at close of business or at more frequent intervals as may be required by or under the Environmental Protection Act 1990 and the Licensee shall comply with all requirements of any public health legislation for the time being in force.

10. The Licensee shall not permit or suffer the removal of any glassware used for the supply of the refreshment provided by the public from the authorised area. Glasses supplied for the consumption of drinks on the authorized area shall be made of toughened glass or plastic only.
11. The Licensee shall not place furniture on the highway outside the authorised area of use.
12. The authorised area shall be supervised by competent staff or the Licensee at all times during the exercise of this consent who shall take all reasonable steps to ensure compliance with these terms and conditions.
13. The Licensee shall remove from the highway tables and chairs to permit works in or the use of the highway by the County Council, the police, fire and ambulance services, any statutory undertaker or telecommunications code operator and shall make no claim against the County Council for any loss of revenue.
14. The Licensee is responsible for ensuring that no statutory undertakers' apparatus is affected by the exercise of this consent.
15. The Licensee shall at its own expense obtain any necessary statutory consents and approvals required in connection with the exercise of a refreshment facility on the highway and comply with the provisions of all such consents and approvals and all statutes and other obligations imposed by law with regards to the provision, maintenance and operation of the refreshment facility.
16. The Licensee shall make no claim or charge against the County Council in the event of the street furniture being lost, stolen or damaged in any way whatever cause.
17. The Licensee shall not place any tables and chairs or other furniture in the authorized areas before the given and agreed times. For further clarification, no furniture is to be placed or kept on the authorized area when the premises are not open or trading, nor placed on the highway other than what has been stated in this licence.
18. Without prejudice to the ability of the County Council to remove the tables and chairs by reason of Statute, common law, and/or for breach of any of the terms and conditions of this consent, this consent shall remain in force until such time as the applicant seeks to amend its proposal, including, but not limited to, the location and/or number of the tables and chairs to be placed in the highway and/or such time as the Council refuse to issue the related permission.
19. The Licensee shall accept responsibility for, and indemnify and keep the County Council indemnified against, all actions proceedings, claims for incidental damage, loss or injury caused and other reasons, demands, costs and expenses whatsoever which may be brought or sustained or incurred by the County Council by reason of this consent.

20. If nothing changes within this consent (owners/furniture/layout etc.), these terms and conditions do not require renewing each year.
21. The Licensee shall make good, to the County Council's satisfaction, any damage caused to the highway caused by the exercise of this consent and indemnify and keep indemnified the County Council from and against any claims, demands or proceedings in any way arising in regard thereto.
22. The Licensee shall effect a public liability insurance policy for an amount of not less than £10,000,000 (Ten Million Pounds) and it shall maintain this policy in full force and effect for the total period of this consent.
23. Despite this consent, the authorised area shall always remain part of the public highway and users of the highway are still entitled to exercise their right of passage over them.