



**(Temporary) Pavement Licence**

**s.3 (3)(a) of Part I Business and Planning Act 2020**

In accordance with s.3 (3)(a) of Part I Business and Planning Act 2020 Chelmsford City Council ("the Council") acting by Keith Nicholson its Director of Public Places grants permission to P o p e y e s ("the Licensee") to place and use chairs, tables and other authorised items ("furniture") on the highway at Popeyes, 51-52 High Street, Chelmsford, CMI IDH within the area as described.

1. There will be 5 tables and 10 chairs and 7 barriers , that must be removeable from the public highway into the main premises after permitted hours. The licenced area will not exceed 1.22m from the premise and not more than 15.5m across as detailed in the plans.
2. All street furniture should be of such description and dimensions as applied for only.
3. The licence holder is not authorised to place any other items of furniture other than described above.
4. The permitted times for the furniture to be placed on the public highway are Monday to Sunday 10:00hrs to 23:00hrs
5. Without prejudice to the ability of the Licensing Authority to remove the tables & chairs by reason of statute, common law, and/or for breach of any terms and conditions of this consent, this consent shall remain in force until **30<sup>th</sup> September 2024**. If the business and planning act 2020 for pavement licences is extended temporarily or permanently in the future this licence will expire 1 year after the grant of the licence being 26th November 2024.
6. The licence holder will comply with the below general conditions\*

Dated: 27<sup>th</sup> November 2023

A handwritten signature in dark ink, appearing to read "Keith Nicholson", is written over a horizontal line.

SIGNED by, or on behalf of, the said Keith Nicholson

**Annex A: Mandatory Conditions (National)**

The Secretary of State publishes this condition in exercise of his powers under [clause 5(6)] of the Business and Planning Act 2020:

Condition relating to clear routes of access:

1. 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](#).

Guidance on the effect of this condition

To the extent that conditions imposed or deemed to be imposed on a pavement licence do not require the licence holder to require clear routes of access to 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](#), the licence is granted subject to those requirements.

To the extent that a licence is granted subject to a condition which imposes requirements to maintain clear routes of access that are inconsistent with the requirements set out in this condition this condition is not imposed on the licence.

2. Smoke free seating – Where placement of furniture is provided for the purpose of the consumption of food or drink, the licence holder must make reasonable provision for seating where smoking is not permitted.

Guidance on the effect of this condition

The local authority will have regard to any current guidance issued by the Secretary of State in determining whether or not this condition has been met.

**Annex B: Standard Conditions**

1. This permission is personal to the Licence holder and not be capable of being transferred.
2. Unless determined otherwise, all pavement licences will be restricted so as only to authorise the placement of street furniture between the hours of 9am – 11pm and in accordance with the attached plan.
3. Unless determined otherwise, all pavement licences will expire on **30<sup>th</sup> September 2024** or three months after the date granted, whichever is the later date.
4. 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.
5. The Licensee shall make no claim or charge against either Chelmsford City Council (The Council) or Essex County Council in the event of the furniture or other objects being lost, stolen or damaged in any way from whatever cause.

6. The Licensee shall indemnify both the Council and the Essex County Council as Highway Authority against all actions, proceedings, claims, demands and liability which may at any time be taken, made or incurred arising out of the grant of this permission and for this purpose must take out at the Licensee's expense a policy of public liability insurance approved by the Council in the sum of at least five million pounds in respect of any one event and must produce to the Council on request the current receipts of premium payments and confirmation of the annual renewals of the policy.
7. The authorised area shall be used solely for the purpose of consuming food or drink and only by persons seated at the tables and chairs provided within the authorised area.
8. No charge shall be made by the Licensee for the use of the tables and chairs.
9. Waste from the Licensee's operations shall not be disposed of in the permanent litter bins situated on the highway for use by the general public provided by the Council.
10. Refuse and litter deposited on the highway in the vicinity of the chairs and tables must be collected and removed each day by the Licensee at the Licensee's expense at 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.
11. The Licensee shall remove from the highway the barriers, posts, tables and chairs to permit works in or the use of the highway by the Council, the County Council, the police, fire and ambulance services, any statutory undertaker or telecommunications code operator and shall make no claim against the Council or County Council for any loss of revenue or for refund or permission fee as a result thereof. When such temporary removal is required to enable authorised special events to take place, the Council will provide reasonable prior notice of such events.
12. No alcohol shall be consumed on the permitted area unless a licence authorising the sale of alcohol has been issued by the Council.
13. The Licensee shall be responsible for any rates, taxes and other outgoings which may be charged arising from the exercise of this licence.
14. 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.
15. The Licensee shall at the written request of the Council's Director of Public Places remove from and shall not replace any furniture on the permitted area which is not maintained to a standard satisfactory to the said Director.
16. No regulated entertainment shall be permitted within the licensed area unless authorised.
17. The Licensee shall keep the furniture clean and tidy and the tables cleared regularly, ensuring that they do not obstruct entrance or egress from the premises.

18. No furniture is to be placed or kept on the permitted area when [premises] is not open or trading.
19. The furniture is to be used only by customers of [premises], Chelmsford for the consumption of food and drink supplied from within those premises.
20. The Licensee shall not cause or permit any nuisance or annoyance to users of the highway, to which the public will remain at all times entitled to exercise their right of passage over.
21. The Licensee shall not place furniture on the highway outside the authorised area of use.
22. 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.
23. Glasses supplied for the consumption of drinks on the authorised area shall be made of toughened glass or plastic only.
24. All barriers erected to enclose the area will be of high visibility and with a low tapping rail for the visually impaired.
25. The authorised area shall be supervised by competent staff of 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.
26. Any heaters used in the permitted area must conform to BS EN 60529:1992 (electric heaters) and BS EN 14543:2005 (gas heaters). The Licensee shall restrict access to the controls/ pipe cylinders on the heaters to authorized employees of the premises only.
26. This permission may be suspended or revoked:
  - (a) by either party giving to the other not less than one months notice in writing to expire at any time or
  - (b) in the event of the Licensee failing to comply with any of the above conditions the Council may revoke the licence by giving 24 hours notice in writing to the Licensee and in this event all consideration money previously paid shall be without prejudice to any right or action which the Council may have for breach of terms of this permission damages or otherwise.
28. Any notice to be served in connection with this permission will be sent by email to the email address of the licence holder provided within the application and shall be deemed to be served upon the Council if sent via email to [licensing@chelmsford.gov.uk](mailto:licensing@chelmsford.gov.uk) or addressed to Director of Public Places c/o The Licensing Team, Civic Centre, Duke Street, Chelmsford CM1 1JE.
29. The Licensee shall remove all furniture from the authorised area when the premises are closed for trading. For further clarification, no furniture is to be placed or kept on the authorised area when the premises are not open or trading, nor placed on the highway other than in the layout shown on the approved plan.
30. This consent is a consent issued under s.3 (3)(a) of Part I Business and Planning Act 2020
31. No form of decking/flooring will be permitted under any circumstances.

32. The Licensee is responsible for ensuring that no statutory undertakers' apparatus is affected by the exercise of this consent.
33. Customer toilet and associated hand-washing facilities is to be provided in accordance with the Council's Guidance on Toilet Provision.
34. A copy of page 1 of this licence shall be placed in a prominent position adjacent to the area in respect of which this permission has been granted so as it can be clearly seen by authorised officials without need to enter the premises.

**Annex C: Site Specific Conditions [add and retain below]**

1. The licence holder shall cause a COVID risk assessment of the business to be undertaken, following which they will ensure that all furnishings are placed at all times and in such a manner as to comply with current guidance in respect of social distancing. The risk assessment must have regard to <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19> guidance that is updated in line with Government restrictions.

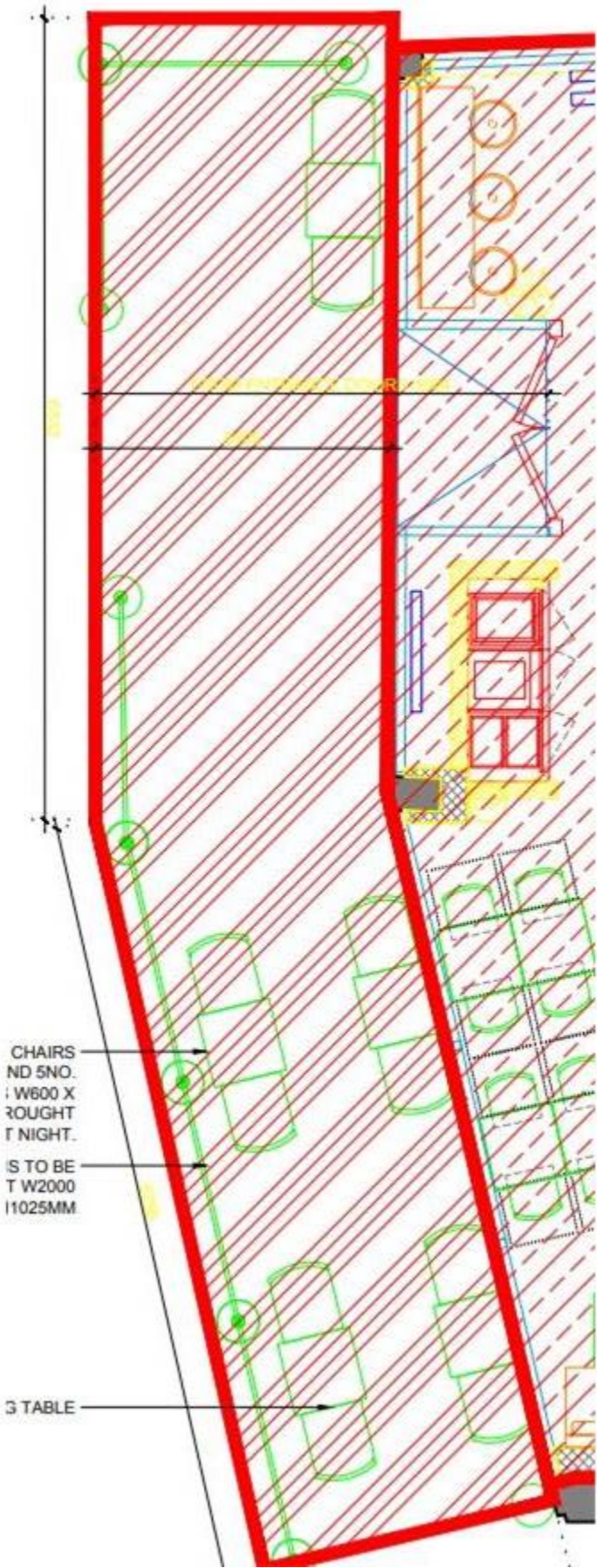
**Annex D: Part 1 Business and Planning Act 2020**

1. If it appears to a local authority that a person to whom they have granted or deemed to be granted permission under Section s.3 (3)(a) of Part 1 Business and Planning Act 2020 has committed any breach of any condition of the licence they may revoke the licence, or serve a notice requiring them to take such steps to remedy the breach as are specified in the notice within such time as it is so specified.
2. If a person on whom a notice is served under subsection 6(1)(b) above fails to comply with the notice, the council may revoke the licence or take the steps themselves and in doing so may recover any costs from the licence holder.
3. A local authority may also revoke a pavement licence if it considers that (a) some or all of the part of the relevant highway has become unsuitable for any purpose in relation to which the licence was granted and (b) as a result there is a risk to public safety, anti-social behaviour or public nuisance is being caused or the highway is being obstructed (other than that permitted in pursuant of the licence) or (c) it is later found that the applicant was misleading or gave false information in their application or (d) the licence holder failed to comply with the duty in s. 2(5) in respect of failure to properly display the public notice.

**Effect**

1. The effect of granting this licence negates the need to apply for any planning permission or street trading consent in connection with only the purposes for which this licence has been issued.

Plans







## 02 EXTERNAL FURNITURE REFERENCE NTS