



## **Pavement Licence**

### **s.3 (3)(a) of Part1 Business and Planning Act 2020**

#### **(The Levelling Up and Regeneration Act 2024)**

In accordance with s.3 (3)(a) of Part1 Business and Planning Act 2020 Chelmsford City Council ("the Council") acting by Keith Nicholson its Director of Public Places grants permission to **Shepherdess Café** ("the Licensee") to place and use chairs, tables and other authorised items ("furniture") on the highway at **30 Duke Street, Chelmsford, CM1 1HY** within the area as described and to place barriers around such area subject to the following conditions:-

#### **Site specific conditions**

The licence holder will comply with the below national and standard conditions\*

1. The use of glass ashtrays is strictly prohibited at all times.
2. The licence holder is not authorised to place any other items of furniture other than what was applied for.
3. There will be 4 tables and 2 chair at each table only, that must be removeable from the premises into the main premises after permitted hours.
4. Furniture is only permitted between the hours of Monday to Sunday 07:00 until 16:00.
5. All furniture to be cleared away when business is not trading.

Recommendations:

Licence Expiry: **11 February 2027**

Issued Date: **12 February 2025**

A handwritten signature in black ink, appearing to read "Keith Nicholson", is written over a faint, larger version of the same signature.

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

### **Essex County Council Terms and Conditions**

Section 3 of the Business and Planning Act 2020 authorises your Council to grant a person permission only if the authority considers that, taking into account any conditions subject to which it proposes to grant the licence, nothing done by the licence holder pursuant to the licence would have an affect specified in subsection 6.

It is important to note the grant of a pavement licence only permits the placing of furniture on the highway. A pavement licence does not negate the need to obtain approvals under other regulatory frameworks, such as the need for a licence to sell alcohol, and the need to comply with registration requirements for food businesses.

Applicants will still need to apply for permission to carry out activities not licensable under the Pavement Licensing regime, under the Highways Act 1980. Examples of such activities include the placement of furniture that is not removeable, such as bolted to the ground or cannot be reasonably removed, or placement of furniture other than tables, chairs, or stools on the highway.

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 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 affect 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.

**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 09:00 – 23:00 and in accordance with the plan submitted with the application.
3. 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.
4. 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.
5. 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.
6. 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.
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 litter bins 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 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.
10. 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.

11. No alcohol shall be consumed on the permitted area unless a licence authorising the sale of alcohol has been issued by the Council.
12. The Licensee shall be responsible for any rates, taxes and other outgoings which may be charged arising from the exercise of this licence.
13. 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.
14. 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.
15. No regulated entertainment shall be permitted within the licensed area unless authorised.
16. 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.
17. No furniture is to be placed or kept on the permitted area when [premises] is not open or trading.
18. The furniture is to be used only by customers of [premises], Chelmsford for the consumption of food and drink supplied from within those premises.
19. 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.
20. The Licensee shall not place furniture on the highway outside the authorised area of use.
21. 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.
22. Glasses supplied for the consumption of drinks on the authorised area shall be made of toughened glass or plastic only.
23. All barriers erected to enclose the area will be of high visibility and with a low tapping rail for the visually impaired.
24. 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.
25. 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.

27. 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.

28. 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.

29. This consent is a consent issued under s.3 (3)(a) of Part1 Business and Planning Act 2020

30. No form of decking/flooring will be permitted under any circumstances.

31. The Licensee is responsible for ensuring that no statutory undertakers' apparatus is affected by the exercise of this consent.

32. Customer toilet and associated hand-washing facilities is to be provided in accordance with the Council's Guidance on Toilet Provision.

33. 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.

34. Tables and chairs shall not be put on any cycle route, cycleway or any position which impedes cyclists.

**Annex C: 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 Part1 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.

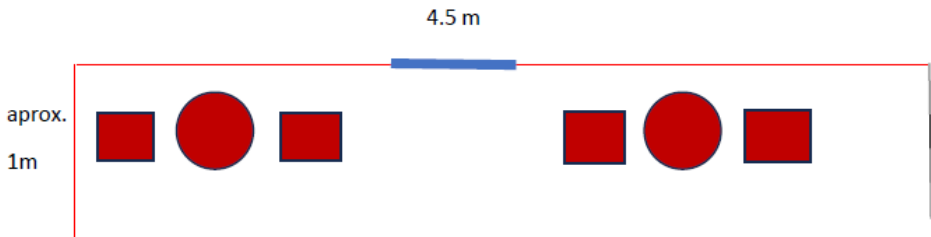
2. If a person on whom a notice is served under subsection 6(1)(b) above fails to comply with the notice, the council may revoke the licence or take the steps themselves and in doing so may recover any costs from the licence holder.
3. A local authority may also revoke a pavement licence if it considers 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.



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