

CONDITIONS OF LICENCE

The Council has the power to give consent to provide and operate facilities for refreshment on a highway. Subject to the following criteria a person/company to whom consent has been granted must be aware of, and comply with, the conditions set out below

- 1.** The conditions attached to the Consent may be varied and added to by the Council at any time.
- 2.** The Consent holder must always have a valid insurance policy for public liability for at least £5,000,000 and must notify the insurance company of their application and receive confirmation they are covered as required by the Application Form.
- 3.** The holder of the Consent shall not provide any refreshments other than that normally obtainable within the licence holder's premises.
- 4.** Tables and chairs should ideally be sited so that they are clearly visible from inside the premises.
- 5.** Consent holders shall ensure that during the period of use and at the conclusion of any period of use the area of the highway that is the subject of this consent shall be kept clean and tidy and free from litter.
- 6.** A suitable waste/litter bin must be provided in addition to a receptacle for the disposal of cigarette ends.
- 7.** All furniture and objects covered by the consent must be removed from the highway at the end of the permitted time of opening according to the individual consent.
- 8.** No omission from or addition to, or variation of, the consent shall be valid of any effect unless it is agreed in writing and signed by the supervising officer of the Council and by the consent holder.
- 9.** The Consent holder shall ensure that any equipment used for the purposes of providing these facilities are safe and present no risk to members of the public and in particular:
 - (i) that all chairs are in good repair and are stable
 - (ii) any parasols and umbrellas are fully secured to the ground and weighted to prevent them being dislodged by the wind.
 - (iii) The area to be used is protected and separated from the rest of the highway in such a way that a blind or visually impaired person, or those with learning disabilities or mobility difficulties run no risk of injury from their use.

10. The consent holder shall indemnify the Council against any claim in respect of injury, damage or loss arising out of the grant of the licence except where any claim in respect of such injury, damage or loss is attributable to the negligence of the Council.

11. A clear pedestrian, wheelchair and pushchair route will be required for those passing the premises. Emergency exits from adjacent buildings must not be obstructed by a seating area.

12. The layout of the consent area should not provide any obstructions, inconvenience or danger to those customers with disabilities and adequate space should be left between tables for wheelchair access.

13. Ipswich Borough Council or the Local Police Authority may at any time require the sitting out area not to be operated, on reasonable notice to the Consent holder, this may occur particularly on football match days or other public events advised by the Police;

14. The Authority will repair any damage to Local Authority property caused as a result of objects placed on the highway, with all costs being recovered from the Consent Holder.

15. The Council, in giving consent, cannot and does not, seek to absolve anyone from any statutory risk which they may incur in placing or depositing anything on the highway.