



## SITTING OUT LICENCE

### SCHEDULE OF STANDARD SITTING OUT LICENCE CONDITIONS

1. The application form, including the site plan(s), and the notes attached to it, together with these Standard Conditions form the basis for drawing up the Sitting Out Licence.
2. The Licence is personal to the Licence-holder and cannot be transferred to any other person, business or organisation.
3. The Licence-holder will comply with, and obtain, all other necessary statutory consents and approvals required in connection with the exercise of a refreshment facility on the area. The Licence-holder will also 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.
4. When considering any Sitting Out Licence Application, the Council will consult with the following authorities as a minimum.
  - Derbyshire County Council
  - Derbyshire Police
  - Derbyshire Dales District Council Environmental Health Team
5. The licenced area upon which the proposed seating and other furniture may be sited ("the Licensed Area") will be defined on a plan attached to the licence and shall be used solely for the purpose of consuming refreshments. No unauthorised obstructions are to be placed in the Licensed Area.
6. The tables, chairs, barriers and other furniture ("the Equipment") shall be of an appropriate design and shall be kept in good repair and condition at the Licence-holder's expense. The layout shall be as shown on the plan attached to the Licence.
7. The Licence-holder shall remove all Equipment from the area outside the opening hours specified in the Licence Application;
8. The Licence-holder will not make any claim or charge against the Council in the event of the Equipment being lost, stolen or damaged in whatever way from whatever cause.
9. The Licence-holder shall indemnify the Council against all actions, proceedings, claims, demands and liability which may be taken or made or incurred arising out of the Licence-holder's use of the area. For this purpose the Licence-holder shall insure against any damage, loss or injury which may occur to any person or property arising from the siting of the Equipment. Details of such public liability insurance, for the sum of at least £10 million in respect of any one event and the insurance shall take effect prior to the use of the area for outdoor catering.
10. The Licence shall run for the period specified in the licence or until 30 September 2022 and shall remain in force only for such period of time as the Licence-holder remains the

occupier of the premises or until terminated by the Council under the Licence agreement or surrendered to the Council by the Licence-holder.

11. The Licence-holder must –

- (a) on the day the application is made, fix a notice of the application to the premises so that the notice is readily visible to, and can be read easily by, members of the public who are not on the premises; and
- (b) secure that the notice remains in place until the end of the public consultation period.

The Notice will be in the format in Application Document Annex B

- 12. Activities shall be restricted to within the Licensed Area and controlled by the Licence-holder such that people do not congregate outside the Licensed Area.
- 13. It is also the Licence-holder's responsibility to manage and control customers' activities that affect other users outside of the Licensed Area.
- 14. The Licence-holder is solely responsible for all the Equipment and shall make no claim or charge against the Council in the event of such items being lost, stolen or damaged.
- 15. The Licensed Area will be suitably managed by staff to ensure the orderly conduct of customers and adherence to current social distancing guidelines. Standards of cleanliness and tidiness must be maintained to the satisfaction of the Council.
- 16. The Licensed Area must be kept clean and free from litter and other rubbish at all times. At the end of each working day, or more frequently if necessary, the Licensed Area and an additional area bounded by a line 5m from the Licensed Area shall be thoroughly cleaned to remove food debris etc. No business waste shall be deposited in the permanent litter bins provided by the Council.
- 17. All Equipment must be free standing and no fixtures to, or excavations of any kind shall be made in the surface of the Licensed Area which shall be left entirely undisturbed. The Council reserves the right to report any damage no matter how caused and recharge the Licence-holder.
- 18. Advertisements and signs are not allowed within the Licensed area without the prior consent of the Council.
- 19. No alcohol shall be consumed in the Licensed Area unless the premises are licensed by the District Council for the sale and consumption of alcohol under the provisions of the Licensing Act 2003.
- 20. Musical entertainment will not be permitted in the Licensed Area unless any licence required, has been granted by the District Council.
- 21. The Licence-holder shall be responsible for any rates, taxes and other out-goings which may be charged in connection with the Licence-holder's use of the Licensed Area.
- 22. If the Council considers that the Licence-holder has breached any condition of the Licence, the authority may—
  - (a) revoke the Licence, or
  - (b) serve a notice on the Licence-holder requiring the taking of such steps to remedy the breach as are specified in the notice within such time as is so specified. If the

Licence-holder fails to comply with the notice, the Council may revoke the notice or take the steps itself and recover the costs of doing so from the Licence-holder.

23. The Council may also revoke the Licence if it considers that—
- (a) some or all of the part of the area to which the licence relates has become unsuitable for any purpose in relation to which the licence was granted,
  - (b) as a result of the Licence—
    - i. there is a risk to public health or safety, or
    - ii. anti-social behaviour or public nuisance is being caused or risks being caused,
  - (c) anything material stated by the Licence-holder in their application was false or misleading, or
  - (d) the Licence-holder did not comply with the duty in section 2(5) of the Act to display a notice of application.
24. A compliance inspection may be conducted at any time from the commencement of the Licence requiring the Licence-holder to remedy a breach of the Licence.
25. If the Licence is revoked all Equipment must be removed with immediate effect and the Licence-holder shall leave the Licenced Area in a clean, tidy and undamaged condition. If any action is required by the Council to remove the Equipment or repair any damage to the Licenced Area steps will be taken to recover all associated costs from the licence-holder.
26. Where furniture is put in the Licensed Area which consists of seating for use by persons for the purpose of consuming food or drink, the Licence-holder must make reasonable provision for seating where smoking is not permitted.
27. The Council may vary or dis-apply any one or more of these conditions, or add any new condition, when determining any particular application.

**DDDC/Estates v.1**

**Licensing Team, Regulatory Services, DDDC, Town Hall, Matlock, DE4 3NN**