

Street Furniture Licence Application

Including: Tables & Chairs / Barriers / Shop Front Displays / Advertising Boards / Benches / Planters



Businesses who want to place street furniture on the highway within the London Borough of Southwark must apply for a licence to Southwark Council.

Street furniture is defined as any 'equipment' placed outside of a premises or business including items used for advertising or display of goods.

This application document should be fully considered alongside the Highway Licensing Guidance before completing and sending to the Council's Highways Licensing Team.

The licence start date will be advised once the application is received by the Highway Licensing Team.

All of the following documents are required as part of an application.

1. A completed & signed application form
2. Pedestrian Management Plan
3. A signed letter of Indemnity
4. Company Bank Details, VAT number and company number on letter headed paper. This is needed to set your company up on our systems and to pay back any deposits on your account.
5. A copy of your public liability insurance
6. Any relevant site plans or diagrams

Payment will need to be received before any licence is issued. Payment can be made online or by phone once we have sent you an invoice.

Fees: For a 12 month period

- Standard Licence Fee - 2 square metres and under = £263.30 per Annum
- Additional square meterage fee: £106.70 per square metre (for each metre over 2msq)

Complete applications must be submitted via either:

Email:

highwayslicensing@southwark.gov.uk

Post:

Southwark Council, Highways Licensing,
Network Management,
Environment, Neighbourhoods and Growth,
Floor 3 Hub 1
PO BOX 64529, London, SE1P 5LX

Where an invalid licence or failure of compliance with licence conditions is found, Southwark Council can issue a Fixed Penalty Notice under the Local London Authorities Act 2003 and the Highways Act 1980. If a Fixed Penalty Notice is issued, you have 14 days to pay £50.00 at a discounted amount. If you fail to pay the discounted amount of £50.00 you then have an a further 14 days in order to pay the Fixed Penalty Notice at the full cost of £100.00. If you fail to pay the Fixed Penalty Notice within the 28 day period the London Borough of Southwark may wish to prosecute.

Applicant Details	
Full name of applicant	
Full address of applicant	
Contact telephone number	
Mobile number	
24 hour contact number	
Email address	
Name of premises to be licenced	
Address of premises to be licenced	
Nature of business requiring street furniture licence (Café, restaurant, Public House etc)	
Does the applicant have day to day management control of the business ?	
Do you agree to secure public liability insurance for the full duration of any licence granted?	
Does the business have a Premises Licence (alcohol etc)? What is the licence number?	
Describe the location in which the furniture is to be located (e.g footway, pedestrianised area).	
How many metres of clear space will remain for pedestrians and other road users?	
Number of items required	
Are you renewing a previous licence? If so provide the licence number and expiry date.	
Additional details (optional):	

Terms and Conditions

Any failure to comply with the terms and conditions listed below will render your license invalid. Please read and ensure you fully understand these conditions before signing the agreement.

Street Furniture - Standard Conditions

1. The licence document must be displayed at all times in clear view for inspection by the Council's Highways Licensing Inspectors.
2. The licence only gives permission for the use of the area specified in the Licence document as agreed.
3. Street furniture should be stored in an appropriate place away from the highway when not in use.
4. The Licensee must have obtained public liability insurance to the value of £5 million prior to their occupancy of the public highway.
5. The Licensee shall not attach any item to the surface of the public highway and shall be responsible for the cost of any remedial works resulting from damage caused by any such interference.
6. The Licensee agrees to indemnify the Council from and against any claim in respect of any injury damage or loss arising directly or indirectly out of the grant of this consent and the use by the public of the licensed street furniture.
7. Southwark Council requests the licensed street furniture shall be safe, stable, fit for the purpose intended and properly maintained.
8. Unless specified otherwise in the Licence document, a minimum of 1.5 metres of space either on the footpath or to the public highway kerb edge will be kept free of any obstructions. This space is reserved for the movement of pedestrians and should at no times not be blocked by street furniture or by patrons.
9. The licence granted will be exercised in such a manner as not to cause a nuisance, disturbance or danger to the occupiers of adjoining properties or the users of the highway.
10. Indoor toilet facilities managed by the premises must be available for customers using the area stated within the licence and those taking advantage of off sales.
11. Age related premises license conditions apply in the outside area.
12. The area occupied by street furniture must be cleaned frequently and be kept in a fit state at all times. If requested to do so by Southwark Council, the Licensee will provide mobile litter bins on the public highway in such locations and for such time periods as Southwark Council may specify. Any waste deposited in such mobile litter bins will be treated as commercial waste, to which an additional fee may be levied. Litter and any detritus shall be cleared from the street around the premises.
13. The Licensee shall remove street furniture from the public highway immediately if requested to do so by Southwark Council, its agents, contractors or by a statutory undertaker. Additionally, the Licensee must abide by instructions from the Police and emergency services to remove street furniture. In these circumstances a request should be made to Southwark Council before street furniture is replaced.
14. The Council may serve a Notice on the Licensee requiring them to remedy any breach of the terms and conditions of this licence. In the event that the Licensee fails to comply with the Notice, the Council may revoke the licence and recover from the Licensee any reasonable cost incurred.

15. Any notices served by the Council pursuant to this licence shall be deemed to have been sufficiently served if addressed to the Licensee and sent by email, post or left at the premises.

16. Upon termination of the Licence the fee paid for any remaining licence period will not be refunded.

17. The Licence is issued for a specific square meterage. If any items are found outside the licenced area they may be removed under the Highways Act 1980.

18. No outside area will be permitted for use outside the hours of 08:00 and 22:00. All items should be removed from the highway to a secure location or be rendered un-useable by 22:00. Items on the highway must only be used in line with the hours of outdoor operation (if earlier than 22:00) stated on the relevant premises licence.

19. Staff, stewards or marshals shall be present to monitor outside areas at all times, at a ratio of 1 marshal for 100 customers or less.

20. Signage will be clearly posted within and around the licenced area, this signage must alert customers to reduce noise and the resulting disturbance to neighbours of the premises.

21. Cutlery and glassware must only be present in any outside area when in use by a customer. Cutlery and glassware must not be left unattended.

22. Reasonable Local Conditions can be added or amended at any time by the Local Authority.

Declaration: I have read and agree to abide by the terms and conditions of the standard conditions and all other conditions as agreed in the licence document.

Name

Signed

Date

Indemnity

The Licensee stated in the below agreement hereby agrees to indemnify, the London Borough of Southwark ("The Council"), their officers and agents from and against all actions in law or equity, damages, statutory or common law losses, costs, charges and expenses arising in any manner whatsoever:

(i) in respect of personal injury or death of any person or persons and

(ii) in respect of damage or injury to any property whether real or personal (including the property of the Council) arising out of the transportation, erection, dismantling and or use of the equipment whether by means of defect (latent or otherwise) in the equipment or by an act (omitted or committed) of the Company, its officers, its servants or its agents.

The above indemnity shall be enforceable against the Company in its operation (as aforesaid) of the equipment, whether such information was a result or express authority from the Council or otherwise, unless due to any act or neglect of the Council or any person for whom the Council is responsible.

In the above indemnity, "the equipment" means any equipment, machinery, or load which is or was, at the time of any street furniture licence operation on the highway in the Council's administrative area and is the responsibility of the company or being used by the Company, its officers or its agents, for any such street furniture licence operation.

The above indemnity shall be in force from _____ until _____. The Company undertakes to give the council advance notice of any changes to the street furniture licence as granted on any highway in the Council's administrative area.

The Company undertakes to maintain public liability insurance for at least five million pounds sterling for any one accident with a reputable insurance company and to produce a copy of the policy and evidence of payment of premium as and when requested from time to time to the Council.

I also confirm that I have the authority to issue the above indemnity on behalf of the Company.

Signed:
Print name:
Position:
Company:
Date:

Pedestrian Management Plan

Please enclose a plan/illustration which shows the area of the highway to which the application relates to. Please state all dimensions of street furniture in relation to the premises and where appropriate please indicate where street furniture comes within proximity of premises, adjacent buildings, columns or trees. Alternatively please use the area below to provide a site plan/illustration.

(If the application it is not clear where street furniture is intended to be used Southwark Council may request further clarification, this may delay the approval process).