

Container Licence Application

Including Welfare Cabins, Portaloo, Storage Containers, Roll on/off skips, Generators.

Companies wishing to place a container, welfare facilities, portaloo, roll on/off skip, cabins or site offices on a public highway must apply for a Container Licence prior to placement.

Container licence applications require up to 15 working days to process from the date of receipt of a complete application. If incomplete applications are received the licence will take longer to issue.

Once the application has been reviewed by the highways licensing officer, you will be contacted with confirmation of the required fees. The fee for a container licence is £367.10 per month. A £1000 deposit may be required depending on the location of the container, this will be confirmed during the application process. Payment can be made online or by phone once we have sent you an invoice. No licences will be issued until payment has been received.

Please note that all payments should be made by the applicant. Refunds will be paid directly back to the applicant only. The applicant must be the same as the holder of the liability insurance and all details including address must match. The applicant must also be the signatory on the indemnity form.

All of the following documents are required as part of the container licence application.

1. A completed & signed application form
2. A signed letter of Indemnity
3. A copy of your company public liability insurance
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. All relevant site plans or diagrams including traffic order pedestrian management plans.
6. Confirmation of road closures / parking bay suspensions / planning permissions applied for (if applicable). Apply for parking suspensions online : <https://www.southwark.gov.uk/parking/guide-to-parking/suspension-of-parking-bays>

Complete applications must be submitted via either:

Email:
highwayslicensing@southwark.gov.uk

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

Post:

Additional Notes:

- Licences are issued in increments of full calendar months only.
- Parking bay suspensions and temporary traffic orders for road closures require notice to be given before they can be approved. The applicant must allow at least 4 weeks for parking bay suspensions to be approved and 12 weeks for road closures. These must be agreed prior to the highway licence being issued.
- Where an invalid licence or failure of compliance to 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	
Office contact telephone number	
Mobile number	
24 hour contact number	
Email address	
Name of company providing the container	
Address of container placement	
Type of container	
Reason for container placement – what will it be used for?	
Start date	
End date	
Are you renewing an existing licence? If so provide the current licence number.	
Length of container	
Width of container	
How many metres of clear highway will remain?	
Will any of the following be affected by the placement of the container?	
Street lighting	
Parking restrictions	
Traffic signals	
Pedestrian crossings	
Access to adjoining properties	
Will traffic management be required for the following? If yes, provide details.	
Safe pedestrian passage	
Safe vehicle passage	
Safety during placement of containers	
Do you have public liability insurance for placing a container on the highway?	

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.

Container Licence Terms and Conditions

1. The container must be placed to provide as minimal impact as possible to highway users in a suitable location agreed with the Southwark Council Highways Licensing & Enforcement Team.
2. Where consent for two or more containers are granted the distance between adjacent corners shall not exceed 1 metre.
3. During the hours of darkness, poor daytime visibility and bad weather, road danger lamps (flashing amber) must be placed with one lamp at each corner of the container. If Southwark Council contractors are called out to the site to make it safe, a charge will follow
4. All signing, lighting and guarding must comply with the Safety at Street Works and Road Works Code of Practice.
5. Details of the layout must be provided as part of the application and maintained on site at all times.
6. Where the licensed item is to be sited in an area with parking restrictions, the suspension of those parking bays to be arranged separately by the applicant with Southwark Councils Parking department.
7. The container shall not be placed within 20 metres of a road junction, bus stop (stand or terminal), traffic signals, pedestrian crossing, entrance to or exit from schools and or hospitals.
8. The container must not prevent utilities from undertaking their statutory duty and therefore access to their plant must be allowed at all times.
9. The container must not obstruct access for emergency service vehicles.
10. Items placed on the highway shall not obstruct or interfere with the drainage of the street.
11. All licences issued must always be displayed on site.
12. The container must be placed and used in accordance with the manufacture's guidelines and compliant with the relevant safety legislation and standards. There must be full compliance with H.S.E (Health and Safety Executive) conditions.
13. The licensee shall make no claim against the London Borough of Southwark Council in the event of the container or its contents being lost, stolen or damaged in any way from whatever cause.
14. An inspection will be carried out on expiry of the licence and should the container have caused any damage to the public highway, the London Borough of Southwark will carry out any necessary remedial works and charge all necessary costs to the applicant.
15. The Council is indemnified against all claims resulting from an incident caused by the container or during its use. All applicants must have public liability insurance of £5million to work on the public highway. Failure to have insurance will result in your licence becoming invalid.
16. Where it is observed that licence conditions are not being adhered to then fixed penalty notices may be issued.
17. Any obstruction caused to any third party premises or items (including emergency exit / access routes) must have prior written approval from the third party.
18. The applicant shall remove container and other apparatus from the highway immediately if requested to do so by Southwark Council, its agents and contractors and the Police or by a statutory undertaker. Additionally, the applicant must abide by instructions from Officers on behalf of Southwark Council. In these circumstances a request must be made to Southwark Council before container is returned to site. (No refund or extension will be granted as a result of this action for the time required for the container to be removed).
19. Southwark Council retain the right to cancel this licence at any time if it is felt that the licensee is not abiding by the terms and conditions, or indeed if other issues are experienced by any third party as a result of this licence. In these circumstances no refund or any other monies will be returned to the licensee or any other third party.

20. Containers must be placed with the consideration of neighbouring properties, avoiding access routes, fire escapes and close proximity to windows/doors.

Agreement to comply with container licence terms and conditions as listed above.
Name
Company
Signature
Date

Plan of area to be licenced

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

Container Licence Indemnity

“The Company” (as detailed and signed below) 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) the Company, its officers, its servants or its agents.

The above indemnity shall be enforceable against the Company in its operation (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 container, equipment, machinery or load which is or was, at the time of any container 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 container operation.

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 the Council.

The above indemnity shall be in force from the date of signature below. The Company undertakes to give the council advance notice of any proposed container operation on any highway in the Council’s administrative area.

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

Indemnity agreement on behalf of the company applying for the container licence;

Name:

Signed:

Job Title/Position:

Company:

Date: