# 

# OPERATIONAL SERVICES – ROADS MAINTENANCE

**Tables and Chairs road occupation permit (Section 59)**

## Applicant’s details

|  |  |
| --- | --- |
| Name |  |
| Address |  |
|  |
| Postcode |  |
| Email |  |
| Telephone |  |

**Premises address (if different)**

|  |  |
| --- | --- |
| Name |  |
| Address |  |
|  |
| Postcode |  |

**Type of business:**

|  |
| --- |
|  |

**Insurance details:**

|  |  |
| --- | --- |
| **Insurance company** |  |
| **Policy number** |  |
| **Period of cover** |  |
| **Amount of cover (£)** |  |

**Site details**

Description of area you wish to place tables and chairs (a detailed plan must be attached with your application)

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| --- |
|  |

Site plan drawing number/reference

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| --- |
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Length of proposed area (metres)

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| --- |
|  |

Width of proposed area (metres)

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| --- |
|  |

Proposed opening days and times

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Please provide any additional information which is required or relevant to your application

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**SCHEME OF CONDITIONS- TABLES AND CHAIRS PERMIT**

We, West Lothian Council a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Civic Centre, Howden South Road, Livingston EH54 6FF (hereinafter “the Council”) hereby in terms of section 59 of the Roads (Scotland) Act 1984 as amended offer to grant permission to you (name and address of individual, partnership, company, organisation) for the occupation of the footway shown outlined in red on the plan annexed and signed as relative to this agreement and referred to as “the extended area”, subject to the following conditions and obligations:

(FIRST) The extended area must be delineated by a removable barrier designed so as to allow access and egress for disabled persons. All tables, furniture, equipment and barriers will be removed from the footway when the extended area is not being used by you.

(SECOND) The plan of the extended area shall be prepared by you and shall be, to scale and show footway widths, positions of any street furniture (i.e. posts, columns, bollards, cabinets etc.), fire exits and dimensions for the premises at (address of premises)(hereinafter “the premises”) You shall at all times leave sufficient footway space for use by members of the public, as agreed with the Council, and indicated on the plan of the extended area. You shall also ensure that the use of the extended area does not interfere with the use of bus stops by members of the public.

(THIRD) No permanent structure shall be placed in or on the extended area and no part of the extended area shall obstruct direct egress from any fire exits to the public road.

(FOURTH) The extended area shall at all times be kept in a clean and tidy manner.

(FIFTH) You shall obtain and exhibit to the Council a policy of public liability insurance to a value of £5 million over the extended area covering all risks of damage, loss or injury howsoever arising from the use of the extended area, and shall indemnify the Council in respect of all claims arising from such damage, loss or injury.

(SIXTH) The extended area shall at all times remain part of the public road and accessible to members of the public, utilities and representatives of the Council.

(SEVENTH) The Council reserves the right, as its sole option, to terminate your use of the extended area by giving you seven days written notice to be sent by First Class Recorded Delivery post to your address as detailed in this agreement if at any time the extended area requires to be restored to use for vehicular or pedestrian traffic or if you fail to comply with the terms of this agreement. In the event of such termination, you shall vacate the extended area and shall take such steps as the Council shall require in the said notice to restore the extended area to a condition suitable for such traffic including (without prejudice to the foregoing generality) the removal of all tables, chairs and other furniture and equipment. If you fail to comply with the said notice, the Council shall be entitled (without prejudice to its power under the Roads (Scotland) Act 1984) to take such steps as are necessary to restore the extended area as aforesaid. In all cases all costs arising from such restoration shall be borne by you.

(EIGHTH) You shall take whatever steps are necessary to ensure that the proposed use of the extended area is permitted in terms of the Town and Country Planning (Scotland) Act, and all other related legislation. If the proposed use is not permitted you shall ensure that all necessary consents are in place before the use commences.

(NINTH) No billboards, A-Boards, illuminated signs or lights or other items of furniture or equipment will be located in such a manner as to distract or confuse drivers or pedestrians at any adjacent roadway or road junction or pedestrian crossing. The Council shall be the sole judge of what will distract or confuse drivers or pedestrians.

(TENTH) This agreement shall be valid only in respect of the premises while occupied by you.

(ELEVENTH) You must advise the Council of any change in the ownership, directorship or partnership of the business occupying the premises; any change in name of the business or of the sale of the premises at any time.

(TWELFTH) If any of the events in Clause ELEVENTH take place, this agreement will terminate and a fresh application for a new agreement (if requested) must be submitted to the Council. It shall be your responsibility to advise the new owner of this.

(THIRTEENTH)

In the event that the Council requires alteration to the road to be carried out in order to enable the road to safely accommodate your proposals then you will be required to obtain the consent of the Council under section 56 of the Roads (Scotland) Act 1984 and all other consents required.

(FOURTEENTH)A copy of this agreement and the approved drawing must be retained on the premises and produced for inspection if required.

(FIFTEENTH)

Where it has been necessary to seek consent for the use of the extended area under the Town and Country Planning (Scotland) Act, use of the extended area shall be restricted to the hours of operation set out in the relevant planning consent. Where it has not been necessary to seek consent for the use of the extended area under the Town and Country Planning (Scotland) Act, use of the extended area shall be restricted to between the hours of 10.00 and 20.00

(SIXTEENTH)

Should use of the extended area result in reports of anti-social behaviour, the Council reserves the right to suspend use of the extended area. In such cases, the Council will give written notice to be sent by First Class Recorded Delivery post to your address as detailed in this agreement write to the applicant explaining the reasons for suspension and the duration of the suspension. The applicant will be required to clear the area of all tables, chairs and other items associated with the extended area. The Council shall be the sole judge of what constitutes anti-social behaviour

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