

**PROPOSED PLACEMENT OF TABLES AND CHAIRS ON AGREED AREA  
AS PER THE ATTACHED SCALE 1: PLAN**

**SCHEDULE OF CONDITIONS**

1. Consent is for the placement of tables and chairs (number to be agreed) on the agreed area for use by the clientele of
2. **Consent does not confer the Grantee any licence for the sale to or consumption by the clientele of the premises or by any other persons of intoxicating liquor (Permission for this must be sought from the proper sources).**
3. The tables and chairs, whether in use or otherwise, shall occupy only that part of the highway agreed by the Area Engineer. The tables and chairs should be so positioned to cause as little restriction along the highway as possible and must not encroach beyond the limits of the consent area.
4. Any litter and spillages deposited on the highway whether within the limits of the consent area or the area surrounding, in consequence of or emanating from the use of the consent area must be removed and the highway left in a clean and tidy condition. The Grantee must take such steps as are practicable to prevent any litter emanating from the use of the consent area so as not to be a nuisance to the users of the highway and occupiers of adjacent premises.
5. The tables and chairs must be of a design and manufacture commensurate with the nature of the surrounding area and be approved by the Council. Any parasols associated with the tables and chairs must not carry any advertising material other than the name of the premises.
6. The County Council is not to be held liable for any damage that may be caused to the tables and chairs or any items associated with them by any third party. This includes persons using the highway, any of the Statutory Undertakers or contractors in their employ carrying out works for the installation or maintenance of their apparatus or by any operations or activities of the County Council. In the latter event the exception would be if the damage were due to wilful default or negligence on the part of the County Council, its servants or agents.
7. **The Grantee is to indemnify and keep sufficiently indemnified the County Council against all liability for any loss of or damage to property or injury to persons and any other expenses, loss, damage, costs, actions, suits, proceedings or claims which but for the granting of this consent and the placement of the tables on the highway would not have arisen. Minimum amount of cover should be no less than £5 million.**

**Continued/...**

8. The County Council may at any time revoke consent upon the breach of any of the conditions of consent or for any reason the Council may consider appropriate.
9. Consent may be temporarily suspended for any reasonable cause, at any time at the request of a Police Officer or any officer of the Statutory Authorities, including Durham County Council, to enable them to carry out any of their statutory duties.
10. In addition to the above, consent may be temporarily suspend by the County Council to accommodate any events organised by the Council or on their behalf.
11. Any changes in circumstances must be reported immediately to the County Council as this may invalidate your licence.
12. Consent shall be personal to the Grantee as the proprietor of the premises and shall not be assigned without the written consent of the County Council.
13. Consent shall not confer on the Grantee any rights as against the owners of the land on which the highway is situated to use the land.
14. **This consent is only valid upon the payment of an initial fee of £200 and the annual fee of £50 thereafter.**

I agree to abide by the above conditions.

Signed:
Print Name:
Date: