

TEMPORARY STREET CAFÉ – ANNUAL AGREEMENT

Under Section 59 of the Roads (Scotland) Act 1984, Glasgow City Council hereby offers to grant permission to you for the occupation of the footway as hereinafter referred to, subject to the following conditions and obligations;

- 1) The area of the footway used by you as an extension to your premises ("the extended area") must be delineated by a removable barrier designed so as to allow access and egress for disabled persons.
- 2) Within the pedestrianised area (defined as Buchanan Street and Gordon Street, between Buchanan Street and Mitchell Street), street furniture equipment must not be placed on the agreed area earlier than 10:00 hours and all equipment will be removed from the footway when the extended area is not in use or at 23:00 hours, whichever comes first.
- 3) Within the rest of the City Centre (defined as any road within the area bounded by the River Clyde, the M8 Motorway and the east building line of Saltmarket, High Street and Castle Street), street furniture equipment must not be placed on the agreed area earlier than 06:00 hours and all equipment will be removed from the footway when the extended area is not in use or at 23:00 hours, whichever comes first.
- 4) Outwith the pedestrianised area and City Centre, street furniture equipment must not be placed on the agreed area earlier than 07:00 hours and all equipment will be removed from the footway when the extended area is not in use or at 22:00 hours, whichever comes first.
- 5) Storage of any equipment associated with the extended area is not permitted outwith the authorised times.
- 6) You shall deliver to Glasgow City Council one referenced/numbered plan, to scale and showing footway widths, clearly defined total square metreage of the area, positions of any street furniture (i.e. posts, columns, bollards, tactile paving, cabinets, advertising drums etc.), fire exits and dimensions for your premises and proposed occupied area(s). You shall at all times leave sufficient space for use by members of the public, a minimum of 2.0m, and indicated on the plan to be provided by you, which plan shall be annexed to this agreement. You shall also ensure that the extended area does not interfere with the use of bus stops by members of the public.
- 7) No structure or permanent fixings 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.
- 8) The extended area shall at all times be kept in a clean and tidy manner.
- 9) You shall obtain and exhibit to the Council a policy of public liability insurance to a value of **£5million** 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.
- 10) The extended area shall at all times remain part of the public road and accessible to members of the public, Statutory Undertakers and representatives of the Council.
- 11) The Council reserves the right, as its sole option, to temporarily or permanently terminate your use of the extended area by seven days notice if at any time the 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 your 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.
- 12) 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.
- 13) No billboards, A-boards, illuminated signs or lights or other items of furniture or food preparation equipment will be located outwith the extended area or in such a manner as to distract or confuse drivers or pedestrians at any adjacent roadway or road junction or pedestrian crossing.

- 14) This agreement shall be valid only in respect of the undernoted premises while occupied by you.
- 15) You must advise the Council of any change in the ownership, directorship or partnership of the business occupying the undernoted premises, any change in name of the business or of the sale of the premises at any time. Any of these changes will require a new application.
- 16) If any of the events in Clause 15 take place, it will become necessary to sign a fresh agreement, incorporating the alteration, and submit this to Glasgow City Council for agreement.
- 17) In the event of the sale of the premises or the business, you shall advise the buyer that a full, fresh agreement will be required in order to continue the use of the extended area.
- 18) In the event that Glasgow City 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 by statute.
- 19) This agreement will be subject to annual renewal on the first day of April of each year, following year of issue, at the prevailing administration fee.
- 20) A copy of this agreement, a valid Section 59 (Street Café) Permit and the approved drawing must be retained on the premises and produced for inspection if required.
- 21) The approved drawing of the extended area shall be displayed at all times in the premises for inspection purposes.