

## Section 59 - Conditions

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:

- (FIRST) 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. Placed on the agreed area No earlier than 07:00 hours and All tables, furniture, equipment and barriers will be removed from the footway when the extended area is not in use or at 22:00 hours which ever comes first.
- (SECOND) **You shall deliver to Glasgow City Council one referenced/numbered plan, to scale and showing footway widths, positions of any street furniture (i.e. posts, columns, bollards, cabinets etc.), fire exits and dimensions for your premises and proposed occupied area(s) and these shall be held as incorporated herein. You shall at all times leave sufficient space for use by members of the public, a minimum of 1.5m as agreed with the Director of Neighbourhoods and Sustainability, 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.**
- (THIRD) No 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 seven days written notice to be sent by First Class Recorded Delivery post to the address given below 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.
- (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.**
- (NINTH) No Billboards, A-Boards, illuminated signs or lights or other items of furniture or food preparation 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.
- (TENTH) **This agreement shall be valid only in respect of the undernoted 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 undernoted premises; any change in name of the business or changes to the agreed area authorised on your ,Referenced and numbered scale plans,. Of the sale of the premises at any time

- (TWELFTH) **If any of the events in Clause 11 take place, it will become necessary to sign a fresh agreement, incorporating the alteration, and submit this to the Director of Neighbourhoods and Sustainability for agreement.**
- (THIRTEENTH) 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.
- (FOURTEENTH) **In the event that the Director of Neighbourhoods and Sustainability 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.**
- (FIFTEENTH) 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.
- (SIXTEENTH) **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.**