

Dated

20th *June*

2024

**(1) The Council of
the City of Coventry**

(2) J D Wetherspoon PLC

Licence

Relating to
the use of refreshment facilities
on

part of the highway fronting the 'Flying Standard'
2-10 Trinity Street
in the City of Coventry

L/RP/RSN - 4303836

THIS LICENCE is dated the

20th June

2024

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** ("the Council") of the PO Box 15 Council House Earl Street Coventry CV1 5RR (acting by its authorised signatory and duly authorised agent for the time being of the Council)
- (2) **J D WETHERSPOON PLC** (Company Registration No. 01709784) whose registered office is situated at Wetherspoon House Reeds Crescent Watford Hertfordshire WD24 4QL ("the Licensee")

1. Definitions and Interpretation

In this Licence the following words/expressions shall have the meanings given in this clause:

- 1.1 **"the Act"** means the Highways Act 1980
- 1.2 **"the Building"** means the building known as 2 – 10 Trinity Street in the City of Coventry shown for identification purposes only edged in red on the Plan
- 1.3 **"the Engineer"** means any officer of the Councils Traffic Management Team (email: trafficmanagement@coventry.gov.uk) or any officer of the Council nominated by them
- 1.4 **"the Highway"** means the public highway adjoining/fronting the Building and known as Trinity Street in the City of Coventry
- 1.5 **"the Annual Licence Fee"** means the annual fee of one hundred pounds (£100.00) payable annually in advance with effect from [] for the continued administering of this Licence (or such other fee as shall be notified by the Council to the Licensee) which fee shall be payable whether or not an invoice is received from the Council
- 1.6 **"the Initial Licence Fee"** means the sum of four hundred and fifty pounds (£450.00) for the administering of this licence in the first year
- 1.6 **"the Licence Period"** means a period commencing on the date stated at the beginning of this Licence and continuing thereafter until determined in accordance with clause 7
- 1.7 **"the Licensees Equipment"** means those 24 tables, 54 chairs, 24 parasols, 3 planters and 14 temporary barriers placed on the Site by the Licensee in accordance with the terms of this Licence which shall at all times conform to the Councils policy relating to the placement of tables and chairs on the highway
- 1.8 **"the Plan"** means the plan attached to this Licence at the Appendix
- 1.9 **"Requisite Consents"** means all planning permissions consents approvals licenses certificates and permits (whether of a public or private nature) in connection with the use of the Site by the Licensee including any landlord consent required under the Lease
- 1.10 **"the Site"** means the land shown for the purposes of identification only edged blue on the Plan;
- 1.11 **"VAT"** means value added tax or any other tax of a similar nature
- 1.12 **"Existing Licence"** means the existing Licence granted pursuant to Section 115E of the Act dated 24th August 2011 made between The Council of the City of Coventry (1) and J D Wetherspoon PLC (2) for use of the highway licensed therein

- 1.13 Any reference in this Licence to a clause without further designation is to be construed as a reference to the clause of this Licence so numbered
 - 1.14 The headings in this Licence are for convenience only and must not be taken into account in its construction or interpretation
 - 1.15 Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa
 - 1.16 Any obligation to pay money refers to a sum exclusive of VAT and any VAT charged on it is payable in addition
 - 1.17 Reference to written or writing includes faxes and email
 - 1.18 Reference to the Council and/or the Licensee shall include their respective successors in title and assigns
2. **Background**
- 2.1 The Council is the Local Highway Authority within the Act for the City of Coventry
 - 2.2 The Licensee is the freehold owner of the Building registered under HM Land Registry Title Number MM68658
 - 2.3 The Licensee has applied to the Council for permission to place the Licensees Equipment on the Site for the consumption of food and drink
 - 2.4 The Council has agreed to permit the Licensee (and its authorised employees, visitors and customers) to use the Site in accordance with the terms of this Licence

IT IS NOW AGREED AS FOLLOWS

3. The Licence

In consideration of the payment of the Initial Licence Fee and the Annual Licence Fee and subject to the Licensees covenants contained in this Licence the Council pursuant to Section 115E of the Act permits the Licensee (and its authorised employees visitors and customers) to use the Site during the Licence Period

4. Licensees Covenants

The Licensee covenants with the Council as follows:-

- 4.1 To use the Site only for the purpose of placing the Licensees Equipment for the consumption of food and drink Monday to Sunday (07:00 – 23:00 hours) and for no other purpose whatsoever
- 4.2 No charge shall be made by the Licensee for the use of the Licensees Equipment or other objects placed on the Site
- 4.3 No alcohol shall be sold on the Site unless a premises licence has been obtained by the Licensee (at the Licensees own expense) for the supply of alcohol on the Site pursuant to the Licensing Act 2003
- 4.4 Not to interfere with the surface of the Site and to notify the Council as soon as reasonably practicable upon identification of any repair/maintenance work required to the surface of the Site

- 4.5 To notify and obtain the Councils prior written approval to the type of tables and chairs making up the Licensees Equipment and any other objects placed on the Site
- 4.6 To remove the Licensees Equipment including any barriers and any other objects placed on the Site immediately if requested to do so by the Council its contractors statutory undertakers or the emergency services and not to replace them until authorised to do so by the Council its contractors statutory undertakers or the emergency services
- 4.7 Not to do any act matter or thing that will or might constitute a breach of any statutory requirement affecting the Site and to observe and perform and comply with all statutory requirements in relation to the use of the Site for the purpose of this Licence
- 4.8 Not to use or permit to be used the Site or any part or parts thereof for any purpose or activity which is or may be dangerous offensive noxious noisome illegal or immoral or which are or may become a nuisance to the Council the general public or the owners occupiers or users of any adjoining or neighbouring property or the Highway
- 4.9 Not to canvass or approach the general public by way of enticing trade and not to distribute any leaflets on the Highway
- 4.10 Not to use or permit to be used on the Site or within the immediate vicinity any equipment to produce generate or amplify sound
- 4.11 At all times to keep the Site in a clean and tidy condition and free from all rubbish at its own expense to the satisfaction of the Council and to ensure that all waste is contained at all times ensuring a minimal risk of it being dislodged by the general public or windblown from the Site AND to take reasonable steps to ensure that the area within 50 metres of the Site is free from litter related to the Licensees business (howsoever generated)
- 4.12 Waste from the Licensees operations must not be disposed of in the permanent litter bins provided by the Council
- 4.13 To obtain and comply with all Requisite Consents in connection with the use of the Site
- 4.14 To pay any rates taxes charges assessments duties and outgoings (if any) arising by reason of the use of the Site by the Licensee
- 4.15 A copy of this Licence shall be kept on public display at the Building and be available for inspection by the Engineer or other Council officers when required
- 4.16 No electrical cables shall be run along the ground of the Site in such a manner that would create a tripping hazard
- 4.17 No advertising save the name of the Licensees establishment shall be permitted on the Licensees Equipment or any barrier or other equipment placed on the Site by the Licensee
- 4.18 The Licensees Equipment should be durable and fit for outdoor use. No damaged equipment should be used
- 4.19 To be responsible for the conduct of customers using the Site. Customers must not be a nuisance or annoy users of the Highway or tenants of adjoining premises
- 4.20 Take out and maintain for the Licence Period a Public Liability insurance policy providing an indemnity of at least £5,000,000.00 for any one event and shall when reasonably requested by the Engineer produce evidence of such policy
- 4.21 The Licensees Equipment must not at any time be allowed to obstruct the emergency access route from the host or neighbouring premises

- 4.22 No heating equipment of any kind (save for any specified in the Licensees Equipment) shall be permitted on the Site
- 4.23 To pay to the Council at the times specified those costs and disbursements specified in clause 10
- 4.24 To remove the Licensees Equipment including any barriers and any other objects placed on the Site outside the hours permitted by this Licence (as detailed in clause 4.1). The Licensees Equipment shall be stored/placed in the Building and the Site left in a clean and tidy condition
- 4.25 All staff shall complete the Action Counters Terrorism (ACT) e-learning training and the Licensee shall keep copies of completion certificates. These certificates shall be produced upon request
- 4.26 A detailed written plan, including a risk assessment, addressing Hostile Vehicle Mitigation shall be in place for the licensed area and reviewed at six-monthly intervals

5. **Breach**

- 5.1 In the event of breach by the Licensee of the terms of this Licence the Engineer may by written notice require the breach to be remedied within such reasonable time period as is specified in the notice
- 5.2 If the Licensee does not comply with the terms of any written notice served by the Engineer on the Licensee pursuant to clause 5.1 the Council may take such reasonable steps as are reasonably necessary to remedy the breach and the reasonable proper costs of doing so shall be a debt due from the Licensee to the Council
- 5.3 If a breach is in the opinion of the Engineer incapable of remedy or the Licensee has failed to comply with the terms of the aforementioned notice then the Council may terminate this Licence in accordance with clause 7

6. **Indemnity**

To indemnify and keep the Council indemnified against all losses claims demands actions proceedings damages costs expenses or other liability arising directly or indirectly from the Licensees use and occupation of the Site or taken made or incurred in consequence of the use or presence of the tables chairs and other objects placed on the Site and for this purpose must take out at the Licensees own expense a policy of insurance approved by the Council in the sum of at least £5,000,000.00 in respect of any one event and must produce to the Council on request the current receipts for the premium payments and confirmation of the annual renewals of such policy

7. **Termination**

- 7.1 The Council may by written notice served on the Licensee terminate this Licence absolutely as follows:-
 - 7.1.1 On the expiration of any such notice period as may be specified in the written notice served by the Council pursuant to clause 5 of this Licence
 - 7.1.2 With immediate effect if in the opinion of the Engineer any breach of this Licence is incapable of remedy
 - 7.1.3 On the expiration of such period as may be specified in the written notice served on the Licensee (being a period of not less than one (1) month) if the Council (in its capacity of Highway Authority) reasonably and properly considers termination of the Licence is necessary for the purpose of exercising its functions as Highway Authority

7.2 Not used.

8. **Consequences of Termination**

8.1 Where this Licence expires is terminated or determines (however arising) the Licensee shall remove the Licensees Equipment including for the avoidance of doubt of all tables chairs parasols and planters together with any barriers or other equipment installed as part of this Licence from the Site and leave the Site in a clean and tidy condition to the reasonable satisfaction of the Council

8.2 The Licensee shall rectify within one (1) month of determination at its own cost any damage caused to the Site by the Licensee its employees visitors or customers within the Licence Period to the reasonable satisfaction of the Council

8.3 Where the Licensee fails to comply with the terms of clauses 8.1 and 8.2 the Council may remove the Licensees Equipment and make any repairs to the Site deemed necessary by the Engineer and the reasonable and proper costs of doing so shall be a debt due from the Licensee to the Council

9. **Notices**

9.1 Notices served under this Licence shall be served as follows:-

9.1.1 Notices served on the Council shall be served on the Engineer

9.1.2 Notices served on the Licensee shall be served on the Licensees address given at the beginning of this Licence with a copy to its registered office address if it is a company

10. **Payments**

The Licensee shall pay to the Council:-

10.1 prior to the date of this Licence the Initial Licence Fee

10.1 with effect from [] being one (1) month in advance of this first anniversary of this Licence and thereafter one (1) month in advance of each subsequent annual anniversary of this Licence the Annual Licence Fee

11. **Variation**

Any variation to the terms of this Licence shall be at the sole discretion of the Council and shall not take effect until evidenced in writing and signed for and on behalf the Parties (save for changes to the Annual Licence Fee)

12. **Assignment**

This Licence is not capable of assignment by the Licensee

13. **General**

It is hereby agreed between the parties as follows:-

13.1 This Licence confers no tenancy upon the Licensee and does not give the Licensee exclusive possession of the Site or any part of it

13.2 The Council is not to be liable for the death of or injury to the Licensee its employees visitors or customers or for any damage to any property of theirs or for any losses claims demands actions proceedings costs or expenses or other liability incurred by them in the exercise or

purported exercise of the rights granted by this Licence (save in respect of death and personal injury only to the extent that the Council is found to be negligent)

- 13.3 If through circumstances beyond the control of the Council it becomes impractical to fulfil the purposes of this Licence or if the Licence is terminated pursuant to clause 7 then the Council will procure the repayment as soon as possible to the Licensee of a proportion equal to the proportion of the Licence Period still to run of the sum paid by the Licensee and the Council has no other liability to pay compensation to the Licensee for any resulting loss
- 13.4 The Council does not undertake that the Site is or will become or remain fit for the purposes for which this Licence is granted and this Licence does not authorise any unlawful interference with the convenience of persons using the Highway the rights of the owners occupiers or users of any adjoining or neighbouring property or the rights of any statutory undertaker
- 13.5 Where any works of repair or maintenance to the Site or the Highway are to be undertaken the Council will not be liable for any loss incurred by the Licensee whilst such works are being carried out
- 13.6 The Licensee shall make no claim or charge against the Council in the event of the Licensees Equipment or other objects being lost stolen or damaged in any way from any cause whatsoever
- 14.7 Nothing in this Licence shall prejudice or affect the Councils rights powers duties and obligations in the exercise of their functions as a Local Authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders regulations and statutory instruments may be fully and effectually exercised in relation to the Site as if this Licence had not been granted
- 13.8 Nothing in this Licence shall be deemed to be an act consent or approval of the Council in their capacity as a Local Authority or in any capacity other than as the Highway Authority and any acts consents or approvals on the part of the Council herein provided for shall be deemed to have been done or given by the Council only in that capacity
- 13.9 The rules as to service of notices in section 196 of the Law of Property Act 1925 (as amended) apply to any notice given under this Licence as if the Council were the lessors and the Licensee were the lessee
- 13.10 Where there is within the Site street furniture of any kind lamp columns existing structures within the highway including for the avoidance of doubt bollards the Licensee takes this Licence subject to their existence and agrees that the Council is in no way liable for any accidents or incidents caused by or involving them whilst the Site is in use pursuant to this Licence
- 13.11 The parties agree that on completion of this Licence the Existing Licence shall be determined and cease in its entirety

AS WITNESS the parties have executed this Licence on the date stated at the beginning

Authorised signatory for the Council in the presence of:-



ROB PARKES - TEAM MANAGER
(PLACE)

Executed for and on behalf of the Licensee in the presence of:-



NIGEL CONNOR
COMPANY SECRETARY

Witness' Signature.....

Witness' Name...EMMA FALLON

Witness' Address...WETHMOOR HOUSE
...REDS CRESCENT
...WATFORD...WD24 4QC

The Appendix

The Plan



