



Coventry City Council

Ms T Burton
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Traffic Management

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Our reference: TNM/TM/TPL/2023/TORTILLA

Date: 6 October 2023

**Re: Temporary Pavement Licence –
Tortilla, Unit SU05, Cathedral Lanes Shopping Centre,
Coventry**

Dear Ms Burton

Further to your recent application for a Temporary Pavement Licence made pursuant to the Business and Planning Act 2020 for the above-mentioned premises, please find your licence below.

**Business and Planning Act 2020 (Temporary Pavement Licence)
as amended by the Business and Planning Act 2020 (Pavement Licence) (Coronavirus)
(Amendment) Regulations 2023**

This Licence shall take effect at the date the Licensees acknowledgement is dated and returned to the Council and is made up of the Standard Pavement Licence Conditions set out in Appendix 2 the National Conditions set out in Appendix 3 and those conditions set out below:-

1A. Subject to the Licensees covenants contained in this Licence the Council pursuant to Section 2(5) of the Business and Planning Act 2020 (as amended by the Business and Planning Act 2020 (Pavement Licence) (Coronavirus) (Amendment) Regulations 2023) permits the Licensee (and its authorised employees visitors and customers) to use the Site for the placement of the Licensees Equipment during the Licence Period

1B. The permitted hours are Monday to Sunday from 08:00 hours until 23:00 hours

1C. 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.

2. Definitions

The words set out below shall have the meanings ascribed to them

"Council" means Coventry City Council of Council House Earl Street Coventry CV1 5RR

"Licensee" means Mexican Grill Limited (Company Registration Number: 05553988) whose registered office address is situated at 1st Floor Evelyn House 142 New Cavendish Street London W1W 6YF

"Premises" means the building known as Unit SU05, Cathedral Lanes Shopping Centre in the City of Coventry shown for identification purposes only edged in red on the Plan

"Highway" means the public highway adjoining/fronting the Premises and known as Broadgate in the City of Coventry

"Licence Period" means the period commencing on the date the Licensees acknowledgement is dated and continuing until 30 September 2024 being the period for which the Licensee is licensed to use the Site unless terminated sooner

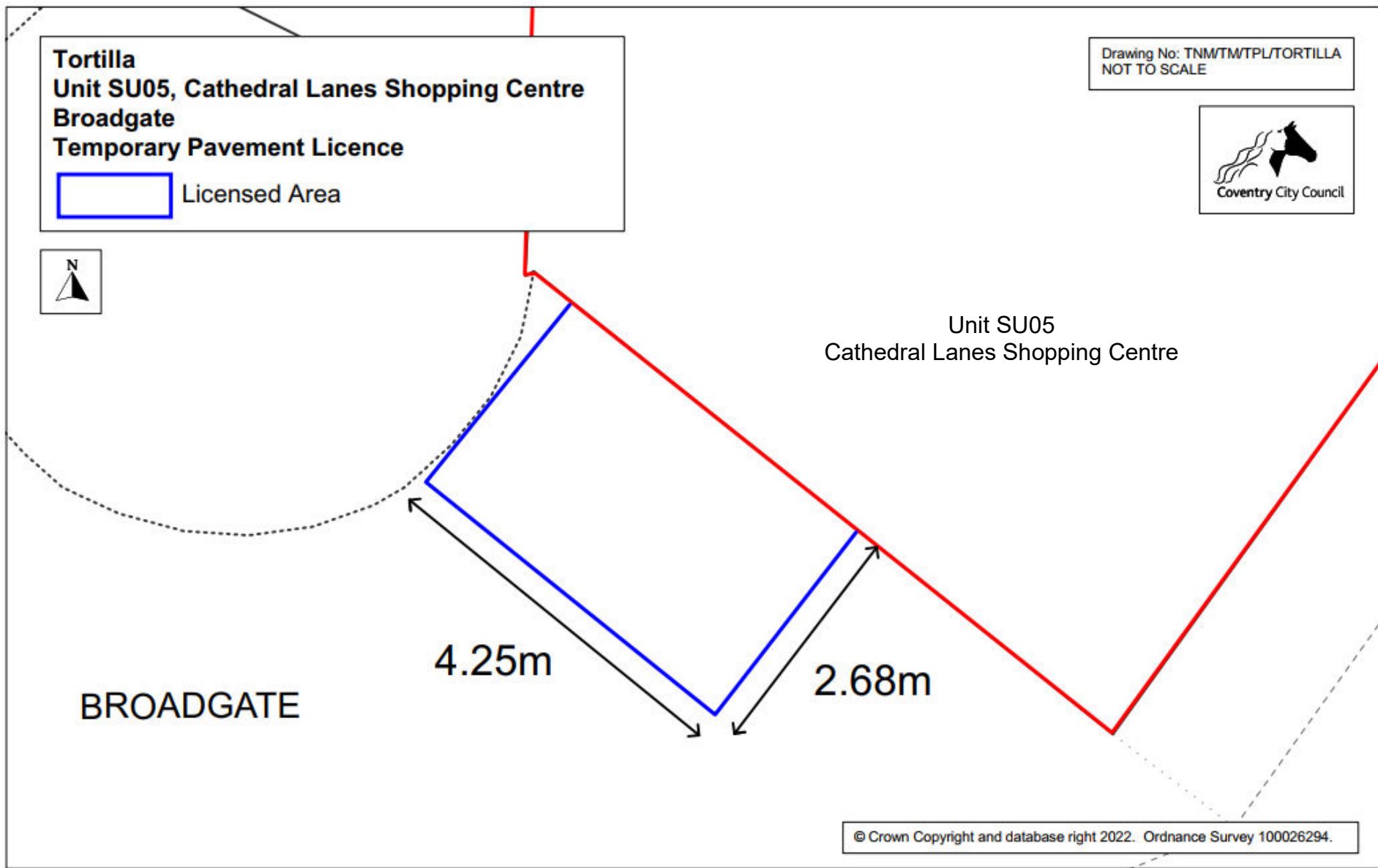
"Licensees Equipment" means those 4 tables 8 chairs 3 barriers and 3 planters placed on the Site by the Licensee in accordance with the terms of this Licence which shall at all times conform to the Council's policy relating to the placement of tables and chairs on the highway

"the Plan" means the plan attached to this Licence at Appendix 1

"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

"Site" means the land shown for the purposes of identification only edged blue on the Plan

Appendix 1 – Plan of the Premises and Licensed Area



Appendix 2 - Standard Pavement Licence Conditions

1. The Licensee is permitted to use the Licensees Equipment placed on the Highway within the licensed area (hereinafter the Site) to sell or serve food or drink and/or allow it to be used by people for consumption of food or drink supplied from or in connection with the use of the Premises and for no other purpose whatsoever. The permitted hours are 9am to 9pm unless otherwise specified in the licence
2. The Site must abut the Premises and cannot extend in front of other premises. The Site must have a hard surface and be fully accessible to disabled people including wheelchair users. A Site can only be detached from the Premises and / or not have a hard surface if expressly permitted in the licence and supported by a management plan submitted as part of the application. In addition the Licensee must provide details of the measures they will put in place to prevent damage to the surface of the Site (see also standard condition 10)
3. No charge shall be made by the Licensee for the use of the Licensees Equipment or other objects placed on the Site
4. 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 or any modification or re-enactment thereof
5. The Licensee of a premises licensed under the Licensing Act 2003 or any modification or re-enactment thereof must not allow the consumption of alcohol on the Site outside the permitted hours
6. All cold beverages for consumption on the Site must be served in plastic or polycarbonate glasses. No beverages are to be served in glass bottles
7. The Licensees Equipment including any barriers and any other objects shall not be placed on the Site outside the permitted hours detailed in the licence. The Licensees Equipment shall be stored securely in the building and the Site left in a clean and tidy condition
8. Where the Licensee fails to comply with condition 7 the Council may remove the Licensees Equipment and the reasonable and proper costs of doing so shall be a debt due from the Licensee to the Council. The Council will not be responsible for the safekeeping of the Licensees Equipment
9. An unimpeded route must be maintained at all times for people wishing to use the Highway as per the National Licence Condition. The width of the available footway must be at least 2 metres at all times
10. The Licensee shall not interfere with the surface of the Site and shall notify the Council as soon as reasonably practicable upon identification of any repair/maintenance work required to the surface of the site. Any costs incurred as a result of damage to the Highway due to the positioning of the Licensees equipment, will be recovered in full from the Licensee by the Council
11. The Licensees activities on the Site must not interfere with highway drainage arrangements
12. The Licensee shall remove their 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 shall not replace them until authorised to do so by the Council its contractors statutory undertakers or the emergency services. The Council has no liability to pay compensation to the Licensee for any resulting loss including for the avoidance of doubt loss of profit
13. The Licensee shall not 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

14. The Licensee shall not use or permit to be used on the Site or within the immediate vicinity any equipment to produce generate or amplify sound
15. At all times the Site shall be kept in a clean and tidy condition and free from all rubbish at the Licensees own expense to the satisfaction of the Council. All waste shall be contained at all times ensuring a minimal risk of it being dislodged by the general public or windblown from the Site. The Licensee shall also 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)
16. Waste from the Licensees operations must not be disposed of in the permanent litter bins provided by the Council
17. No electrical cables shall be run along the ground of the Site in such a manner that would create a tripping hazard
18. No advertising shall be permitted on the Licensees Equipment or any barrier or other equipment placed on the Site by the Licensee save for the trading name of the business operating at the Premises
19. The Licensees Equipment should be of an approved type and should be kept in a good state of repair and condition. Barriers must be provided and have solid cross rails at the top and bottom so that they can be easily detected by visually-impaired pedestrians
20. The Licensee shall 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
21. The Licensee must 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 Council produce evidence of such policy. The policy must 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 Licensees Equipment and other objects placed on the Site
22. The Licensees Equipment must not, at any time, be allowed to obstruct the emergency access route from the host or neighbouring premises
23. No heating equipment of any kind (save for any specified in the Licence) shall be permitted on the Site
24. The Licensee must obtain and comply with all Requisite Consents in connection with the use of the Site
25. The Licensee must pay any rates taxes charges assessments duties and outgoings (if any) arising by reason of the use of the Site by the Licensee
26. Notwithstanding any other provision(s) contained in the Licence the Council may at any time during the Licence Period and subject to a minimum of one (1) month's prior written notice require the Licensee to refrain from placing the Licensees Equipment on the Site (or any part or parts of it) when an event is to take place near the Premises. In the event of the Council serving such a notice it will specify the following:
 - the name and purpose of the event
 - the date(s) and / or expected duration of the event
 - confirmation as to whether the whole or part of the Site is required
 - the date the Licensee may reasonably expect to resume use of the Site

27. 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 the 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 the Licence
28. The Licence confers no tenancy upon the Licensee and does not give the Licensee exclusive possession of the Site or any part of it
29. 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 the Licence (save in respect of death and personal injury only to the extent that the Council is found to be negligent)
30. The Council does not undertake that the Site is or will become or remain fit for the purposes for which the Licence is granted and the 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
31. 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
32. A copy of the Licence shall be kept on public display on the Premises and be available for inspection by when required
33. In the event of breach by the Licensee of the terms of the Licence the Council may by written notice require the breach to be remedied within such reasonable time period as is specified in the notice
34. If the Licensee does not comply with the terms of any written notice served by the Council on the Licensee pursuant to clause 33 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
35. If a breach is in the opinion of the Council incapable of remedy or the Licensee has failed to comply with the terms of the aforementioned notice then the Council may terminate the Licence in accordance with condition 36
36. The Council may by written notice served on the Licensee terminate the Licence absolutely as follows:
 - On the expiration of any such notice period as may be specified in the written notice served by the Council pursuant to conditions 33 - 35
 - With immediate effect if in the opinion of the Council any breach of the Licence is incapable of remedy
 - 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 Highways Authority) reasonably and properly considers termination of the Licence is necessary for the purpose of exercising its functions as Highways Authority
 - Where it believes there is a risk to public health or safety – for example where it comes to light that there are significant security risks which have not been sufficiently considered or addressed in a proportionate fashion the Licensee provided false or misleading statements in their application or
 - the Licensee did not comply with the requirement to affix the notice to notify the public for the relevant period
37. The Licence shall cease and determine absolutely upon the termination or expiry of the Lease (however arising) (where applicable)

38. Where the 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 together with any barriers or other equipment installed as part of the Licence from the Site and leave the Site in a clean and tidy condition to the reasonable satisfaction of the Council
39. 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 or the Licensees Equipment within the Licence Period to the reasonable satisfaction of the Council
40. Where the Licensee fails to comply with the terms of conditions 38 and 39 the Council may remove the Licensees Equipment and make any repairs to the Site deemed necessary by the Council and the reasonable and proper costs of doing so shall be a debt due from the Licensee to the Council
41. By way of acceptance and agreement to the terms of this Licence the Licensee shall sign and return the Acknowledgement below by email to: pavementlicences@coventry.gov.uk as soon as practically possible. Notwithstanding any other conditions contained in this Licence the Council reserves the right to terminate this Licence absolutely in the event the signed acknowledgement is not received with two (2) weeks of the date hereof.

Appendix 3 – National Conditions

No-obstruction condition

Nothing done by the Licensee pursuant to the licence may have one of the specified statutory effects debarring grant of the licence, namely the effect of:

- (a) preventing traffic, other than vehicular traffic, from—
 - (i) entering the relevant highway at a place where such traffic could otherwise enter it (ignoring any pedestrian planning order or traffic order made in relation to the highway)
 - (ii) passing along the relevant highway or
 - (iii) having normal access to premises adjoining the relevant highway
- (b) preventing any use of vehicles which is permitted by a pedestrian planning order or which is not prohibited by a traffic order
- (c) preventing statutory undertakers having access to any apparatus of theirs under in on or over the highway or
- (d) preventing the operator of an electronic communications code network having access to any electronic communications apparatus kept installed for the purposes of that network under in on or over the highway

Smoke-free seating condition

Where the furniture to be put on the relevant highway consists of seating for use by persons for the purpose of consuming food or drink the Licensee must make reasonable provision for seating where smoking is not permitted.

Signed for and on behalf of the Council by Rachel Goodyer (Head of Traffic)

Rachel Goodyer

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Dated:- 6 October 2023

Licencees Acknowledgment

The Licensee hereby agrees to and acknowledges the terms and conditions of this Licence.

Signed for and on behalf of the Licensee

RJLucy
[RJLucy \(Oct 16, 2023 14:45 GMT+1\)](#).....

Print Name Robert John Lucy.....

Position Property Director.....

Date Oct 16, 2023.....

This completed acknowledgement should be returned as soon as practically possible following receipt and within two (2) weeks of the date hereof to: pavementlicences@coventry.gov.uk

Tortilla - SU05 Cathedral Lanes - Temporary Pavement Licence 2023-2024

Final Audit Report

2023-10-16

Created:	2023-10-16
By:	Tilly Burton (tburton@tandtp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnwvgy7RKtF-zaJWWrDuAaX8X93zGeeC_

"Tortilla - SU05 Cathedral Lanes - Temporary Pavement Licence 2023-2024" History

-  Document created by Tilly Burton (tburton@tandtp.com)
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-  Signer rob@tortilla.co.uk entered name at signing as RJLucy
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-  Document e-signed by RJLucy (rob@tortilla.co.uk)
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