



Appendix 3(xviii)

NEW ROMNEY TOWN COUNCIL



Pavement Policy

Approved: 8th September 2021
Last reviewed: 12th April 2023

Introduction

Premises serving food and drink, such as bars, cafes, restaurants and pubs require a Pavement Licence to be able to seat and serve customers outdoors. Currently, Pavement Licences – which provide consent for service of food and drink at tables and chairs outdoors – are issued by Kent County Council, the Highways Authority, under Part 7A of the Highways Act 1980 and / or Folkestone and Hythe district Council. A fee is charged by the relevant Local Authority for Pavement Licence Applications and such applications are subject to a consultation period.

Scope of a Local Authority Pavement Licence

Definition of a Pavement Café

A Local Authority Pavement Licence is a licence granted by the County or District Council, or deemed to have been granted by the County or District Council, which allows the Licence Holder to place removable furniture over certain areas of highway adjacent to the premises in relation to which the application was made, for certain purposes.

Eligible Businesses

A business which uses (or proposes to use) premises for sale of food or drink for consumption on or off the premises can apply for a Local Authority Pavement Licence. Businesses that are eligible include: public houses, cafes, bars, restaurants, snack bars, coffee shops and ice cream parlours.

A Local Authority Pavement Licence permits the business to use furniture placed on the highway (including public footways) to sell or serve food or drink and / or allows it to be used for consumption of food or drink supplied from, or in connection with, the use of the premises.

Eligible Locations

A Local Authority Pavement Licence can only be granted in respect of highways listed in section 115A(1) Highways Act 1980.

Generally, these are footpaths restricted to pedestrians or are roads and places to which vehicle access is restricted or prohibited. Highways maintained by Network Rail or over the Crown land are exempt (so a Pavement Licence cannot be granted).

Type of Furniture Permitted

Furniture which may be permitted by the County or District Council includes:

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- Counters or stalls for selling or serving food or drink
- Tables, counters or shelves on which food or drink can be placed
- Chairs, benches or other forms of seating, and
- Umbrellas, barriers and other articles used in connection with the outdoor consumption of food or drink

Any permitted furniture is required to be removable, which, in principle, means it is not a permanent, fixed structure and is able to be moved easily and stored away every evening.

It is also expected that any permitted furniture be in keeping with the area.

New Romney Town Council Pavement User Agreement

New Romney Town Council, itself, owns and manages a range of lands and open spaces, including grassed and / or paved outdoor areas.

In addition to any requirement for a KCC or FHDC Pavement Licence in respect of consent for service of food or drink outdoors, if applicable, any Business wishing to place furniture on any area of New Romney Town Council land will also need to seek the consent of the Town Council. Without such consent, no Business may place any item of furniture on Town Council land, whether or not they have obtained any applicable Local Authority Licences.

Whereas a KCC or FHDC Pavement Licence specifically relates to those Businesses which wish to serve food or drink outdoors, written consent to place furniture on New Romney Town Council-owned land will be required for the placing of ANY furniture on Town Council land, including but not limited to items of furniture such as advertising boards, display tables or items of store inventory as well as those items of furniture relating to the outdoor service of food or drink.

Any written consent afforded by New Romney Town Council will be subject to a signed 'Pavement User Agreement' (whereby Pavement can relate to any paved or otherwise surfaced or grassed outdoor area owned by New Romney Town Council) and receipt of required accompanying documentation, as detailed therein. The Terms of the Pavement User Agreement are to be read in conjunction with the New Romney Town Council Pavement Policy, the Terms of which equally apply in respect of any written consent to place furniture on Town Council land.

Application and Determination of New Romney Town Council Pavement Usage Consent

Submission of the Application

An application for consent to use New Romney Town Council land for the placing of removable furniture must be made, in writing, to the Town Council. The following items will be required to be submitted with the application:

- A completed application form
- The required application fee in the amount of **£12.00**, paid by cheque or electronic bank transfer
- A plan showing (a) the location of the business premises shown by a red line so that the site can be clearly identified and (b) the proposed area of Town Council land to be covered by a Pavement User Agreement with measurements clearly marked. The plan must show the position and number of proposed tables, chairs or other items of removable furniture (eg advertising board, display table, items of store inventory) that the applicant wishes to place on the identified area. The plan shall show clear measurements of, for instance, building width, pavement width or width of any other fixed item within the proposed area for which consent is sought. If the application relates to the placing of outdoor tables and chairs for the serving of food or drink, plans should also show smoking and non-smoking areas
- A risk assessment demonstrating how the applicant will manage any conflict between pedestrians using the identified area, those using tables and chairs, if applicable, and those trying to access premises and / or identify any other potential risks such as trips and falls and how such risk will be mitigated
- If applicable, evidence of any Local Authority Pavement Licence relating to the outdoor service of food or drink – either current or under consideration and / or evidence of any other required Local Authority Licences or Consents
- Evidence that the applicant has met the requirement to give notice of the application (for example, dated photographs of the notice displayed outside the relevant premises and of the notice itself)
- A copy of a current certificate of insurance that covers the activity for Third Party and Public Liability risks, to a minimum value of £5

million; if insurance is to be obtained on grant of consent, this must be submitted to the Town Council before any item of furniture or store inventory is placed on Town Council land.

Fees

The fee for applying for consent to place any item of removable furniture or store inventory on New Romney Town Council land is set by the Town Council and is currently **£12.00 inc VAT**.

Application fees must accompany the application in order that the application be considered valid and for the consultation period to commence.

The fee is an 'application fee' for the processing of the application. The fee will not be refunded if the application is withdrawn or refused or if a resulting Pavement User Agreement is surrendered or revoked before expiring.

Any resulting Pavement User Agreement will be subject to a nominal charge for use of the identified area of land in respect of the agreed purpose for the Term of the Agreement, which shall usually be 364 days. This charge may be refunded pro-rata in the eventuality that the Agreement is surrendered or revoked prior to expiry.

Currently, the nominal charge for a 364 Day Agreement in respect of placing tables and chairs on Town Council land for the outdoor service of food or drink is **£48.00 inc VAT**, the nominal charge for a 364 Day Agreement in respect of placing a single display table or a display of store inventory within a limited, agreed display area is **£6.00 inc VAT** and the nominal charge for a 364 Day Agreement in respect of displaying a single advertising board (subject to any required planning consent to do so) is **£1.20 inc VAT**.

Consultation

Each and every application must be consulted on for a period of 7 days, starting with the day after the day on which a valid application was made to the Town Council.

The Town Council will publish details of any application on its website: www.newromney-tc.gov.uk

The Town Council is also required to consult with the Highways Authority. In addition, to ensure there are no detrimental effects from any application, the Council will consult, as deemed appropriate, with:

- Folkestone & Hythe District Council Environmental Health Team
- Kent Fire & Rescue Service
- Kent Police
- Any other person(s), organisation(s) etc that the Officer delegated to consider such applications deems necessary or appropriate

Members of Public and others listed above can contact New Romney Town Council to make relevant representations. The Council shall take into account representations received during the public consultation period and consider these when determining the application.

Site Notice

An applicant for a Pavement User Agreement must, on the day the application is made, fix a notice of the application at the Town Council site and or, if applicable, the applicant's adjacent premises so that the notice is readily visible to, and can be read easily by, members of public – whether entering premises or passing the relevant Town Council site. The notice must be constructed and secured so that it remains in place until the end of the public consultation period. Evidence of compliance with the site notice requirement must be supplied to the Council. The Council will make its own random checks to ascertain notices are in place; if notices are not in place, the application may be refused.

The site notice must:

- State that the application has been made and the date on which it was made
- State the address of the applicant's premises, if applicable, and name of the business
- Describe the proposed use of the removable furniture (eg to advertise the business; to display store inventory and attract custom; to provide a food or drink service etc)
- Indicate that representations relating to the application may be made to the Town Council during the public consultation period and when that period comes to an end
- State the Town Council's website address where the application and any accompanying material can be viewed during the consultation period

- State the address to which representations should be sent during the consultation period, and
- State the end date of the consultation (7 days commencing the day after the application is submitted to the Town Council)

A template Site Notice is shown as Appendix 1

Site Assessment

The following matters will be taken into account by the Town Council in considering the suitability of the proposed application:

- Public health and safety – trips and falls or other accidents caused by overcrowding or protruding objects for instance
- Public amenity – will the proposed use create nuisance to neighbouring premises / occupiers by generating anti-social behaviour, excessive noise or litter, for instance?
- Accessibility – taking a proportionate approach to considering the nature of the relevant site in relation to which any application is made, taking account of:
 - Whether there are other permanent items of street furniture or structures in place that already reduce access in the identified area to which the application relates
 - The impact of access and egress to premises within the identified area
 - The impact on any neighbouring premises
 - The recommended minimum footway widths and distances required for access by mobility impaired and visually impaired people as set out in Section 3.1 of Inclusive Mobility, and
 - Other users of the space, for example if there are high levels of pedestrian or cycle movements

Applicants are strongly encouraged to talk to neighbouring businesses and / or occupiers prior to applying to New Romney Town Council and to take any issues raised regarding noise and nuisance into consideration as part of the proposal.

Determination

Once an application is submitted, the Town Council will consult on and determine the application. Determination of the application will be dealt

with as soon as is reasonably possible following conclusion of the 7 day consultation period.

If the Town Council determines the application, it can:

- Grant consent for use of Town Council land in respect of any or all of the purposes specified in the application
- Grant consent for use of Town Council land for some or all of the land area identified in the application
- Impose conditions on any consent granted for use of Town Council land
- Refuse the application

Approval of Applications

The Town Council may approve applications meeting the criteria contained within these guidelines.

On approving any application, the Town Council will issue a Pavement User Agreement to which conditions will be attached, including the requirement to abide by all conditions set out within this Policy in addition to those set out within the body of the Agreement itself. The Agreement may contain specific terms such as days and hours when removable furniture or similar are permitted to be placed on the specified area of Town Council land and / or appearance and location of removable furniture or similar corresponding to the application.

A copy of the conditions that will apply to all Pavement User Agreements are shown at Appendix 2. Further applicable conditions are set out within the Agreement itself. Additional conditions may be attached if the Town Council considers it appropriate in the circumstances of any particular case.

New Romney Town Council will only generally consent to a Pavement User Agreement effective between the hours of 08.00 and 23.00 as a maximum.

Applications that relate to use of Town Council land outside these hours will be assessed in terms of the criteria detailed above. The Town Council, however, reserves the right to specify permitted hours of usage that are less than those specified above in appropriate circumstances.

Duration of New Romney Town Council Pavement User Agreement

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Last reviewed: 12th April 2023

If the Town Council determines an application to place any form of street furniture or similar on its land favourably, then the duration of the associated Pavement User Agreement will be specified, subject to a minimum period of three months, but usually for a period of 364 days.

A Pavement User Agreement will not be valid beyond the maximum 364 days.

If the relevant area of Town Council land is deemed unsuitable for issuing a Pavement user Agreement, or if relevant representations are made which cannot be mitigated by imposing relevant conditions, then the application may be refused.

Appeal

There is no appeal process against a decision to refuse an application for use of Town Council land and the Town Council decision is final.

Conditions

New Romney Town Council's standard conditions are set out at Appendix 2. In some cases extra conditions may be imposed. This will be determined when assessing any application on a case by case basis.

Where the Town Council has set a local condition that covers the same matter as a Local Authority condition or a national published condition for Pavement Licences, then the locally set condition takes precedence over a Local Authority or National condition to the extent that it is inconsistent with it.

The national 'no-obstruction' condition applies to all New Romney Town Council user Agreements and is shown in Appendix 3.

Enforcement

New Romney Town Council aims to work closely with local enforcement authorities to enforce the provision of all appropriate legislation. The case remains that an obstruction of the Highway is an offence under the Highways Act 1980 and will be dealt with by the Highways Authority (KCC) or the Police.

Obtaining consent to place items of street furniture or similar on new Romney Town Council land does not confer on the holder of said consent any immunity in regard to any legislation that may apply eg) Public Liability, Health and Safety at Work, Food Hygiene and Safety, Alcohol and Entertainment Licensing, Social Distancing Controls (as and when applicable) etc - and applicants must ensure that all required

planning, licensing or other required permissions etc are in place, providing evidence of same to new Romney Town Council prior to using Town Council land for the purpose for which consent is sought and approved.

If any condition imposed in a Pavement User Agreement, including any condition set out within this Policy, is breached, New Romney Town Council will issue a notice requiring the breach to be remedied. If the notice is not complied with, the Town Council may revoke the Agreement or take any required steps itself to remedy the breach and recover the costs of doing so from the land user as named in the Agreement.

New Romney Town Council may revoke a Pavement User Agreement in the following circumstances:

- 1) For breach of condition (whether or not a remediation notice has been issued) or
- 2) Where:
 - There are risks to public health or safety (eg protruding or damaged objects that may cause a trip, fall or other accident)
 - The highway is being obstructed, including the public pavement adjacent the highway
 - There is anti-social behaviour or public nuisance (eg noise generated late at night or litter that is not cleared up)
 - It comes to light that the applicant provided false or misleading statements in their application (eg serving hot food at tables for which it was stated that only drinks would be consumed)
 - The applicant did not comply with the requirement to affix the notice to notify the public of the application for the required period
- 3) The Town Council may also revoke the Pavement User Agreement where all or part of the area of land to which the Agreement relates has become unsuitable for any purpose for which the consent and associated Agreement was granted (eg if the identified area is no longer to be pedestrianised). The Town Council will provide reasons if an Agreement is revoked.

Review This Policy will be reviewed from time to time and usually annually alongside other Town Council Policies.

Appendix 1

Site Notice Template for display by an applicant for a New Romney Town Council Pavement User Agreement

Application to Use New Romney Town Council Land

We, [REDACTED]

Do hereby give notice that on 16/05/2024, We have applied to New Romney Town Council for a Pavement User Agreement which provides consent to use Town Council land outside: Bakery 64 LTD.

Bakery 64

64 High Street, New Romney, Kent, TN28 8AT.

Known as

Bakery 64.

The application is for:

Outdoor seating in-front of the premises, to serve food and drink, flower planters to be added in the summer months.

Any person wishing to make representations in respect of this application may do so by writing to New Romney Town Council, preferably by email addressed to: town.clerk@newromney-tc.gov.uk

Postal address:

New Romney Town Council
Town Clerk's Office
Town Hall
High Street
New Romney
Kent TN28 8BT

By: 24/05/2024

The application and information submitted with it can be viewed on the Town Council website: www.newromney-tc.gov.uk

Signed: [REDACTED]

Dated: 16/05/2024

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Last reviewed: 12th April 2023

Appendix 2

New Romney Town Council Pavement User Agreement Terms and Conditions

NB: County Council and National Conditions have been taken into account in setting out the conditions for a Pavement user Agreement issued by new Romney Town Council

1. Where consent is provided for removable tables and chairs for the purpose of serving food and / or drinks, clear 'No Smoking' signage must be displayed in designated areas.
2. Where consent is provided for removable tables and chairs for the purpose of serving food and / or drinks, no ashtrays or similar receptacles may be provided or permitted to be left on furniture where a smoke-free area is identified.
3. Where consent is provided for removable tables and chairs for the purpose of serving food and / or drinks, Agreement holders should aim for a 2 metre distance between non-smoking and smoking areas wherever possible.
4. Permission to use any area of pavement or other land under the authority of new Romney Town Council does not imply an exclusive right to the area of pavement or other land. The Agreement Holder must be aware that New Romney Town Council and others (eg police, highways authority, statutory undertakers etc) will need access at various times (including emergencies) for maintenance, installation, special events, improvements etc or any other reasonable cause and it is a condition of a New Romney Town Council Pavement User Agreement to provide such access. This means that the Pavement User Agreement will need to cease operating and / or be removed for a period of time in such instances and on these occasions there will be no compensation for loss of consent to use the land or any resulting impact on the applicant's business.
5. The agreement holder must hold Public Liability Insurance covering the period of consent. This must indemnify New Romney Town Council against all claims for injury, damage or loss to users of the relevant area of pavement or other land under the authority of the Town Council arising from the use of the identified area for the permitted purpose. The minimum level of indemnity must be £5 million in respect of any one

incident. Evidence of the insurance must be provided to New Romney Town Council before the applicant commences use of the designated area of Town Council land and at any other time on request.

6. No item of removable furniture may be placed in position within the identified area for which consent is in place outside of the permitted times as stated in the Pavement User Agreement. When the identified area is not in use, all items of furniture must be stored securely inside a premises away from the Town Council land.

7. New Romney Town Council may remove and store or dispose of furniture, at the cost of the Agreement Holder, if it is left on Town Council land outside the permitted hours or if any condition of the Pavement user Agreement, including those as set out in this Policy, is ignored. The Council will not be responsible for the safekeeping of any furniture removed in such instance.

8. An unimpeded pedestrian route adjacent the highway must be maintained at all times for people wishing to use the footway as per National Licence Conditions. Therefore, whatever identified area to which any Pavement User Agreement refers is agreed by new Romney Town Council, a clear public walkway adjacent the highway must be maintained for the use of pedestrians at all times.

9. Emergency routes to premises and adjacent buildings must not be obstructed by the Pavement User Agreement area, which shall not, unless otherwise agreed, extend beyond the width of the applicant's premises frontage (if applicable).

10. If consent is for placing tables and chairs on Town council land, they should be of a type agreed by the Town Council and kept in a good state of repair. Furniture shall be placed so as not to obstruct drivers' sightlines or road traffic signs. Placement of tables, chairs or other furniture must allow pedestrians to use the footway parallel to the highway. Care should be taken in the use of hanging baskets, awnings, protruding umbrellas etc, if permission is granted by the Town Council for their use on its land. No items of furniture may be used on Town Council land without first seeking the written consent of the Council. Patio heaters must not be used.

11. All potential obstructions must be removed from the area of Town Council pavement or other identified land when the premises are closed, if applicable, and outside the hours of consent, as identified within the Pavement User Agreement to prevent a safety hazard to pedestrians, particularly during the hours of darkness.

12. The Agreement holder must ensure that the area operates in a safe and orderly manner, thereby ensuring that any safety risk or nuisance to customers, other Town Council land users or any adjacent land or premises, is minimised.

13. The operation of the area must not interfere with highway drainage arrangements.

14. During the hours of darkness, suitable and sufficient lighting must be provided to ensure safe use of the area. Any proposals to provide additional lighting to the identified area must be agreed with the Highway Authority, if appropriate, as well as New Romney Town Council.

15. Where a new Romney Town Council Pavement User Agreement relates to tables and chairs for service of food and / or drinks, all detritus (food and drink spillages, bottles, cans, wrappers etc) must be regularly removed from the Town Council land to reduce hazards to pedestrians. The Agreement holder must make arrangements to regularly check for and remove litter and rubbish on pedestrian walkways, left by persons using the business, for a distance of up to 10 metres from the boundary of the area covered by the Agreement. The Agreement holder must ensure that any tables are cleared in an efficient manner during the hours of operation. The Agreement holder must ensure that the identified area of Town Council land and surrounding highway/public footway is washed down at the completion of each day's usage using a method sufficient to remove food debris, grease and other spillages that may occur.

16. The Agreement holder is not permitted to affix any fixtures, or to make any excavations of any kind, to the surface of the area of Town Council land to which the Pavement User Agreement refers without prior written approval.

17. If the Agreement Holder owns/manages premises not licensed under the Licensing Act 2003 or any modification or re-enactment thereof, they must not allow the consumption of alcoholic liquor within the area of Town Council land to which the Pavement user Agreement refers.

18. Any Agreement holder licensed under the Licensing Act 2003 or any modification or re-enactment thereof, must not allow the consumption of alcoholic liquor within the area of Town Council land to which the Pavement User Agreement refers outside the hours identified within the Agreement or outside the hours in force for the relevant premises.

19. The Pavement User Agreement must be displayed in the applicant's premises whereby said premises are adjacent to the Town Council land to which the Agreement refers, together with the plan of the agreed area and layout of the area for which consent to use has been approved by the Town Council.

20. The Agreement holder must remove any items of furniture (tables, chairs, inventory display, advertising board, etc) immediately at the end of the Agreement period, unless a new Agreement has been issued, or on revocation of the Agreement.

21. No items of temporary street furniture sited on Town Council land may be placed within 1.5 metres of an adjacent carriageway or encroach on the public footway adjacent the carriageway. Where this is not achievable, a Pavement User Agreement may not be granted.

22. The Agreement holder is wholly responsible for ensuring compliance with social distancing measures as set out by the Government as and when applicable and if relevant to the Agreement (ie whereby the Agreement relates to use of tables and chairs or other items of furniture that encourage the gathering of groups of people).

23. All new applications for a New Romney Town Council Pavement User Agreement must be accompanied by a detailed plan clearly showing the extent of the area the applicant wishes to use, including dimensions. The plan must also include the dimensions of the remaining footpath width, where relevant (ie if the site is adjacent a public highway).

24. New Romney Town Council reserves the right to request that temporary street furniture is removed if an emergency arises – including any need for social distancing measures now or at any time in the future - or for any other reason as detailed in point 4 above.

25. New Romney Town Council reserves the right to revoke any Pavement User Agreement if any condition of the Agreement is breached, including any condition as set out within this associated Pavement Policy.

Notes:

This Policy and the conditions set out herein should be read in conjunction with the associated New Romney Town Council Pavement User Agreement and the additional conditions set out therein. This Policy should also be read in conjunction with any mandatory national conditions relating to pavement licenses if the premises owned/managed

by the applicant and supported by use of adjacent Town Council land to provide an outdoor seating area or similar for service of food and/or drinks is licenced under the Licensing Act 2003, any relevant conditions attached to the applicant's premises licence, any government requirements (eg social distancing if and when applicable) and any other relevant requirement of the Business and Planning Act 2020.

The Agreement holder is responsible for ensuring that the conditions of the New Romney Town Council Pavement User Agreement and any other necessary permissions and regulations are adhered to. The Agreement holder is to use the identified area of New Romney Town Council land solely for the purpose identified in the Agreement in line with the provisions of this Policy and that Agreement and for no other purpose whatsoever.

Appendix 3

Inclusive Mobility

The Secretary of state publishes this condition in exercise of his powers under section 5[6] of the Business and Planning Act 2020:

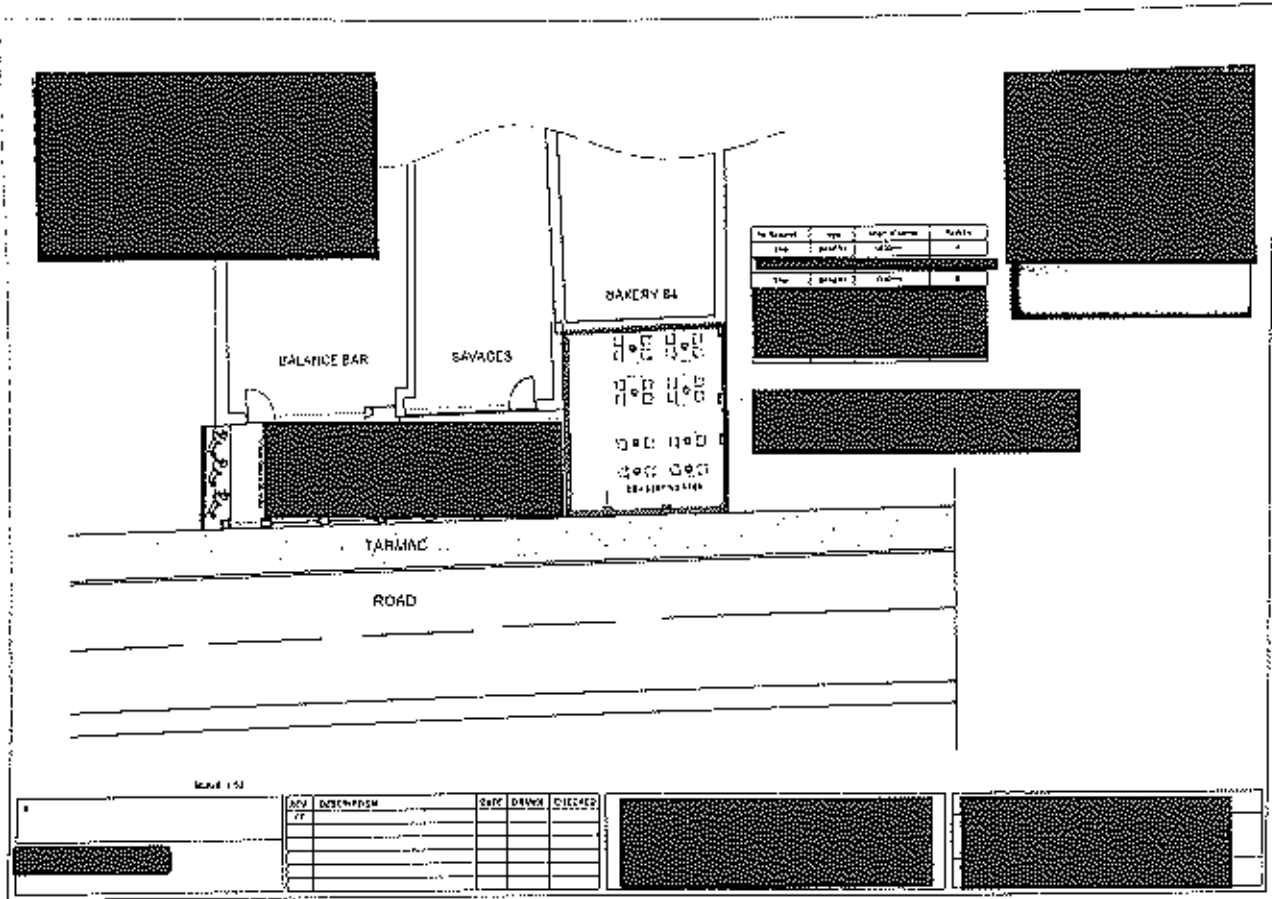
Condition relating to clear routes of access:

It is a condition that clear routes of access along the highway must be maintained, taking into account the needs of disabled people, and the recommended minimum footway widths and distances required for access of mobility impaired and visually impaired people as set out in section 3.1 of Inclusive Mobility.

Guidance on the effect of this condition:

1. To the extent that conditions imposed or deemed to be imposed on a pavement licence do not require the licence holder to require clear routes of access to be maintained, taking into account the needs of disabled people and the recommended minimum footway widths and distances required for access by mobility impaired and visually impaired people as set out in section 3.1 of Inclusive Mobility, the licence is granted subject to those requirements.

2. To the extent that a licence is granted subject to a condition which imposes requirements to maintain clear routes of access that are inconsistent with the requirements set out in this condition, this condition is not imposed on the licence.





Meridian Commercial Insurance (Services) Ltd
8 Invicta Business Centre
Orbital Park
Ashford
Kent TN24 0HB
tel: 01233 501234
fax: 01233 500123
e-mail: info@mciashford.co.uk

CONFIRMATION OF COVER SCHEDULE
To whom it may concern

CONTRACTORS LIABILITY & COMBINED SCHEDULE

This schedule serves to confirm that the following insurance cover has been arranged on behalf of our client;

Insured: Bakery 64 Ltd
64 High Street
New Romney
Kent
TN28 8AT

Period: 6th April 2024 to 5th April 2025

Public Liability Insurance

Insurer: Royal Sun Alliance
Policy Number: RSAP1663371300
Limit of Indemnity: £5million
Policy Excess: £250
Non-standard Endorsements: None

Products Liability Insurance

Insurer: Royal Sun Alliance
Policy Number: RSAP1663371300
Limit of Indemnity: £5million
Policy Excess: £250
Non-standard Endorsements: None

providing professional insurance solutions



Employers Liability Insurance

Insurer: Royal Sun Alliance
Policy Number: RSAP1663371300
Limit of Indemnity: £10million
Policy Excess: £250
Non-standard Endorsements: None

Contractors All Risks Insurance

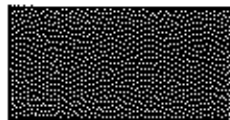
Insurer: N/A
Policy Number: N/A
Cover: Contract Works: N/A
Own Plant: N/A
Hired in Plant: N/A
Policy Excess: N/A
Non-standard Endorsements: N/A

Please Note:

The above information is correct at the time of writing and is provided to you as a matter of information only. It has not been prepared for, and may not meet the requirements of, any other party. Any third party to whom it is supplied should therefore take such steps as it considers necessary to satisfy itself that its own requirements have been met. This letter does not make the person or organisation to whom it has been issued an additional insured, nor does it modify in any manner the Contract of Insurance between the insured and the Underwriters and the policy cover is of course subject to the Terms and Conditions.

The schedule is issued and authorised on behalf of Meridian Commercial Insurance.

Signatory for MCI:



Name:

Date:

5th April 2024



"CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

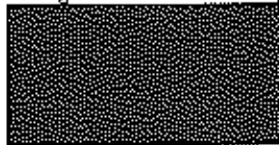
Policy Number: RSAP1663371300

1. Name of policy holder: Bakery 64 Ltd
2. Date of commencement of insurance policy: 6th April 2024
3. Date of expiry of insurance policy: 5th April 2025

We hereby certify that subject to paragraph 2 :-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore Installations in territorial waters around Great Britain and its Continental Shelf (b); and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Royal & Sun Alliance Insurance Ltd (Authorised Insurer)



RSA UK & International

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy."

paragraph 2(b) does not apply and is deleted.

THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy. THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) (AMENDMENT) REGULATIONS 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records related to this insurance.

