

## **KNIFE DEALER LICENCE CONDITIONS**

### **GENERAL**

- (1) The licence permits the use of the premises specified therein as a place for the carrying on of a business, which deals in knives, knife blades, swords or any other article which has a blade or which is sharply pointed and which is made or adapted for use for causing injury to the person, as defined in the licence. The licence must be exhibited in the premises in such a place and in such a manner as to be easily read by the public.
- (2) The licence holder or, in the absence of the licence holder, a person authorised by them, must be in charge of the premises at all times and must not be engaged in duties which might prevent the exercising of general supervision of the premises.
- (3) The licence holder shall be liable for any act or omission of their servants, agents or lessees in the contravention of, or non-compliance with, any of these conditions.
- (4) The licence holder shall ensure that the premises are covered by an adequate policy of third party liability insurance with a reputable firm and shall exhibit to the Council, on demand, evidence that the premiums in respect of such policy have been timeously paid.
- (5) The licence holder shall not make, cause or permit to be made any structural alteration to the premises or to any display cabinets therein used for the purpose of display of knives, knife blades or swords, nor shall any new electrical installation be provided therein, or any extension made to any existing electrical installation, unless and until details of the proposed works have been submitted by the licence holder to the licensing authority and the works approved by the Council in terms of paragraph 9(2) of Schedule 1 of the Act.
- (6) All plans of the premises approved by the Council will be retained by the licensing authority.
- (7) The licence holder must surrender the licence if and when called upon to do so by any authorised officer of the Council for the purpose of alteration in accordance with any decision of the Council.
- (8) No person under the age of 18 shall be engaged in the activity of selling, hiring, offering or exposing for sale or hire, lending or giving knives, knife blades or swords within the premises.

### **MANDATORY CONDITIONS FOR ALL KNIFE DEALERS**

- (9) The licence holder must make, and retain for a period of at least 3 years, detailed written records of the following information:-
  - 9.1 the identity of the customer and the means by which the customers identity was verified;
  - 9.2 proof that the customer was at least 18 years of age at the time of the transaction, and the means by which the customer's age was verified;
  - 9.3 a full description of the article sold, hired, offered or exposed for sale or hire to the customer.

- (10) The licence holder must ensure that any article or display of articles is not visible from the street or any public entrance to the premises.

#### **LOCAL CONDITIONS FOR ALL KNIFE DEALERS**

- (11) In addition to the record requirements listed in paragraph 9 of these conditions, the licence holder shall:-
- 11.1 record the date of purchase and the number of items sold, if more than one;
  - 11.2 verify a customer's age by means of sight of a passport or photographic driver's licence and shall retain a record of the passport or driver's licence number; and
  - 11.3 shall retain a refusals register, which shall be retained for a period of at least 3 years and which must record:-
    - 11.3.1 the date of refusal;
    - 11.3.2 the reason for refusal;
    - 11.3.3 details of the person attempting to purchase the item, if known, and
    - 11.3.4 the age of the person, if known.
- (12) The licence holder may keep electronic copies of purchase and refusal registers but must have a printed version retained within the premises to comply with the mandatory requirement to have a written record.
- (13) The licence holder shall display all knives, knife blades or swords within lockfast cabinets or display units within the premises and shall ensure that all such items not on display, are store within a lockfast store within the premises.

#### **ADDITIONAL MANDATORY CONDITIONS FOR SWORDS**

- (14) The licence holder must take all reasonable steps to establish from the customer and confirm the intended use of any swords.
- (15) The licence holder must make, and retain for a period of at least 3 years, detailed written records of the following information:-
- 15.1 the enquires made of the customer or any persons or bodies as to the intended use of any sword;
  - 15.2 confirmation and the reasons for the dealer's view that the intended use of the sword is for a purpose authorised by Scottish Ministers under Section 141A of the Criminal Justice Act 1988, and;
  - 15.3 the steps taken to establish the information in paragraph 14.

#### **ADDITIONAL LOCAL CONDITIONS FOR SWORDS**

- (16) The licence holder may keep electronic copies of the information required under paragraph 15 above but must have a printed version retained within the premises to comply with the mandatory requirement to have a written record.

## DEFINITIONS

(17) “the Act” means the Civic Government (Scotland) Act 1982;

“the Council” means the Council constituted under Section 2 of the Local Government etc (Scotland) Act 1994 and for the purpose of these conditions means North Lanarkshire Council and any employee, officer or agent authorised to act for and on its behalf;

“the Police” means Police Scotland and any employee, officer or agent authorised to act for and on its behalf;

“licence holder” means the person, company, firm, public body or voluntary organisation named in the licence;

“premises” means the premises specified in the licence.