

WORTHING Council owned Beach hut or Chalet

DATE

LICENCE

OF

BEACH HUT/BEACH CHALET (ADDRESS)

between

THE BOROUGH COUNCIL OF WORTHING

and

(name of licensee)

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This licence is dated [DATE]

Parties

- (1) **THE BOROUGH COUNCIL OF WORTHING** of Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA ('the Council') and
- (2) (insert full name) of (insert address) (Licensee)

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Beach Hut: the chalet/hut numbered (insert hut no.) at (insert site) which shall include all fixtures and fittings thereon

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Council Representative: the Council officer as may be notified to the Licensee from time to time

Licence Fee: the sum of [AMOUNT] POUNDS per year or such other amount as the Council in its absolute discretion may from time to time determine *with any annual increase being notified on the Council's website*

Licence Fee Commencement Date: the date of this Licence

Licence Period: the period from and including the date of this Licence until the date on which this licence is determined in accordance with 4.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Patio Area: the paved area in front of the Beach Hut measuring no greater than 6ft. x 6ft.

Permitted Use: recreational purposes ancillary to the enjoyment of the adjoining beach only.

VAT: value added tax or any equivalent tax chargeable in the UK.

1.2 Clause and paragraph headings shall not affect the interpretation of this licence.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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- 1.4 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.5 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
 - 1.6 A reference to **writing** or **written** excludes fax.
 - 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
 - 1.8 References to clauses are to the clauses of this licence.
 - 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - 1.10 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
 - 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 2. Licence to occupy**
- 2.1 Subject to **3** and **4**, the Council permits the Licensee to occupy the Beach Hut for the Permitted Use for the Licence Period in common with the Council and all others authorised by the Council (so far as is not inconsistent with the rights given to the Licensee to use the Beach Hut for the Permitted Use).
 - 2.2 The Licensee acknowledges that:
 - (a) the Licensee shall occupy the Beach Hut as a licensee and that no relationship of landlord and tenant is created between the Council and the Licensee by this licence;
 - (b) the Council retains control, possession and management of the Beach Hut and the Licensee has no right to exclude the Council from the Beach Hut;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in **2** may only be exercised by the Licensee; and
 - (d) The Licensee is responsible, without limitation, for taking out an insurance policy against all usual risks to cover the Licensee's belongings and the contents of the Beach Hut
 - 2.3 **CCTV:** You are permitted to install CCTV on your Beach Hut, the Council are in no way responsible for this CCTV nor the data captured.

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2.4 We reserve the right to remove any CCTV equipment which is not compliant with

3. Licensee's obligations

The Licensee agrees and undertakes:

- (a) to pay:
 - (i) to the Council the Licence Fee payable without any deduction the first such payment being for the period from and including the Licence Fee Commencement Date to the (INSERT DATE) to be made on the date of this Licence and thereafter the Licence Fee shall be payable in advance by one of the following:-
 - one instalment of the full fee on 1st April in each year or
 - two equal payments to be made to the Council on 1 April and 1 July in each year or
 - 6 monthly payments by direct debit on the 1st day of each month from and including 1st April through to and including 1st September in each year
 - 12 monthly payments by direct debit on 1st of each month from and including 1st April to (and including) 1st March in each financial year. This is an annual payment and the year runs from 1st April to 31st March the total annual Licence Fee is still payable even if you relinquish during the year. Licensees taking up a beach hut part-way through the rent year will pay a proportion of the rent based on 1/12th of the annual rental for each complete month remaining.
 - (ii) such VAT as may be chargeable on the Licence Fee; and
 - (iii) non domestic rates when demanded by the Council;
- (b) to keep the Beach Hut clean, tidy and clear of rubbish and waste and to ensure that the foundations and Patio Area are also kept clear of litter and weeds;
- (c) not to use the Beach Hut other than for the Permitted Use and not to carry on any trade, business, art or profession nor to use the Beach Hut as a residence nor for overnight accommodation, nor to sub-let;
- (d) not to leave any animals in the Beach Hut on their own. Animals are allowed in the Beach Hut but the owner of the animal must adhere to any beach restriction notices;
- (e) not to make any alteration or addition whatsoever to the Beach Hut;
- (f) not to decorate or paint the interior of the Beach Hut without the prior written consent of the Council Representative and not to decorate or paint the exterior of the Beach Hut;
- (g) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Beach Hut without the prior written consent of the Council Representative;

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- (h) not to do or permit to be done on the Beach Hut anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or any owner or occupier of neighbouring property or other people passing by;
- (i) not to cause or permit to be caused any damage to:
 - (i) the Beach Hut, or any neighbouring property; or
 - (ii) any property of the owners or occupiers of any neighbouring property;
- (j) not to obstruct the access to the Beach Hut or surrounding land and not to make them dirty or untidy or leave any rubbish on them;
- (k) not to apply for any planning permission in respect of the Beach Hut;
- (l) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Beach Hut or which will or might vitiate in whole or in part any insurance effected by the Council in respect of the Beach Hut from time to time;
- (m) to observe any reasonable rules and regulations the Council makes and notifies to the Licensee from time to time governing the Licensee's use of the Beach Hut and to observe all relevant byelaws relating to the beach and foreshore;
- (n) at the end of the Licence Period to leave the Beach Hut in a clean and tidy condition and to remove the Licensee's furniture equipment and goods and in the event of default by the Licensee in complying with these requirements the Council will carry out the work and/or remove the furniture equipment and goods and recover the cost of doing so from the Licensee;
- (o) on taking on a tenancy for a Beach Hut there will be a temporary lock in place which will be removed by the Council. You will be expected to immediately replace the lock and provide the Council with a spare key to ensure any future repairs can be carried out;
- (p) to keep the Beach Hut securely locked when not in use;
- (q) to indemnify the Council and keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in 3; and/or
 - (iii) the exercise of any rights given in 2;
- (r) Not to store any dangerous or illegal items at the Beach Hut including (without limitation) gas bottles, highly flammable items or anything containing asbestos fibres
- (s) Not to use any barbeques nor fire pits (including disposable versions) within the Beach Hut nor on the beach shingle but to ensure that
 - All use takes place on the Patio Area
 - Use does not cause smoke and fumes to become a nuisance to others
 - Barbeques and fire pits are not left unattended, and are suitably extinguished and cooled after use

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- Disposable items must be removed from the area when cool and disposed of properly;
- (t) To ensure that any Patio Area is clear and available for public access when the Beach Hut is not being used by the Licensee.
- (u) To comply with the advice of the regulator at ICO Domestic CCTV in relation to any CCTV installed at the Beach Hut including in relation to responsibilities as the owner of CCTV and what to do in the event of a dispute.

4. Termination

4.1 This licence shall end on the earliest of:

- (a) immediately on the death or bankruptcy of the Licensee or his or her becoming incapable by reason of mental disorder of managing and administering his property and affairs
- (b) immediately on notice given by the Council to the Licensee at any time on breach of any of the Licensee's obligations contained in 3 or if amounts due under this Licence have not been paid within 21 days of the due date; and
- (c) the expiry of not less than one months' notice given by the Council to the Licensee or by the Licensee to the Council.

4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

4.3 If this Licence ends determines or is terminated for any reason and any goods or chattels of the Licensee remain the Council may as the agent of the Licensee and all those claiming ownership from or through him sell all property and chattels therein (or may destroy the property and chattels if it is uneconomic to sell them) and apply the proceeds of such sale in or towards the costs and expenses of removal storage and sale and any monies owing by the Licensee to the Council with the Council holding any net balance remaining to the order of the Licensee provided that the Licensee will indemnify the Council against any liability incurred by it to any third party whose property shall have been sold by the Council in the bona fide mistaken belief (which shall be presumed unless the contrary is proved) that such property belonged to the Licensee. As per Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 the property will vest with the Council on a date to be specified and the Council may sell or otherwise dispose of it at such time and in such manner as they see fit.

4.4 If the Licence ends because of the death of the Licensee the Council may (but is not obliged to) allow the former Licensee's personal representatives up to one month after the determination of the Licence to remove the property and chattels.

In the event of the death of one of joint licensees then the surviving Licensee(s) should notify the Council and subject to all fees due having been paid to the Council and there being no breaches of obligations under clause 3 the Council will grant a new licence to the surviving joint licensee(s). In the event of a death the Council requires satisfactory evidence to establish that the applying transferee is the named beneficiary of the Licensee's estate. Evidence of identity will also be required. Subject to provision of this

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evidence of identity the Council will permit an additional individual to be added as a party to the Licence as a joint licensee.

5. Notices

5.1 Any notice given to a party under clause 4 of this licence shall be in writing and shall be given:

- (a) to the Licensee by hand or by pre-paid first-class or other next working day delivery service at the address as set out above (unless notified of a change in accordance with clause 5.4 below);
- (b) to the Council:
 - (i) by pre-paid first-class post or other next working day delivery service at Adur District & Worthing Borough Councils Parks and Foreshore 9 Commerce Way Lancing Industrial Estate BN15 8TA; or
 - (ii) by email to parksandforeshore@adur-worthing.gov.uk ensuring an acknowledgement is received.

5.2 If a notice complies with the criteria in **5.1**, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second working day after posting; or
- (c) if sent by email, upon acknowledgment of receipt of the email sent from the recipient of the email to the sender.

5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

5.4 The Licensee must notify the Council of any change of address including their telephone number and email address by writing to the Council by either email or post to the addresses given above within 14 days of the date of change. Only one address may be used for the Licensee.

6. No warranties for use or condition

6.1 The Council gives no warranty that the Beach Hut possesses the Necessary Consents for the Permitted Use.

6.2 The Council gives no warranty that the Beach Hut is physically fit for the purposes specified in **2**.

6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Council before the date of this licence as to any of the matters mentioned in **6.1** or **6.2**.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7. Limitation of Council's liability

7.1 Subject to 7.2, the Council is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Beach Hut; or
- (b) damage to any property of the Licensee or that of other invitees to the Beach Hut; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or other invitees to the Beach Hut in the exercise or purported exercise of the rights granted by 2.

7.2 Nothing in 7.1 shall limit or exclude the Council's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

7.3 For the avoidance of doubt nothing contained or implied in this Licence shall prejudice or affect the Council's rights powers duties or obligations in the exercise of its functions as a local authority

8. Council's obligations

The Council will maintain the external structure of the Beach Hut.

9. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. Governing law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This licence has been entered into on the date stated at the beginning of it.

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Signed by Authorised Signatory

.....

for and on behalf of **THE BOROUGH COUNCIL OF
WORTHING**

Authorised Signatory for the
Council

Signed by the Licensee(s)

.....

Name of Licensee :

Licensee

Email: