

WORTHING Privately owned Beach hut

DATED

LICENCE

OF

BEACH HUT (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 (**Council**) and
- (2) (insert full name) of (address) (**Licensee**)

Agreed terms

I. Interpretation

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

I.1 Definitions:

Beach Hut: the beach hut erected by the Licensee on the Site

Beach Hut Specification: the specification for the Beach Hut as set out in Schedule 1

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's Representative: the Council Officer as may be notified to the Licensee

Licence Fee: the amount of [insert 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 clause 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 adjoining the Beach Hut measuring approximately 6ft x 6 ft.

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

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Site: area of land known as (*insert site number and address*)

Transfer Fee: whichever is the higher of 10% of the consideration paid by the purchaser on the sale of the Beach Hut and the sum which is three times the annual Licence Fee (plus VAT if applicable).

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

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 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.
- 1.6 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.
- 1.7 A reference to writing or written excludes fax.
- 1.8 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.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 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.
- 1.11 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

1.12 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 clause 3 and clause 4, the Council permits the Licensee to install and occupy the Beach Hut on the Site 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 Site and the Licensee has no right to exclude the Council from the Site;
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 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 Beach Hut and the Licensee's belongings and the contents of the Beach Hut

2.3 **CCTV:** You are permitted to install CCTV on your Beach Hut, however, the Council are in no way responsible for this CCTV nor the data captured.

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 to the Council by
 - one annual payment on 1st April in each year or
 - two equal payments on 1st April and 1st July in each year or

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- 6 monthly payments by direct debit on 1st of each month from and including 1st April 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. Note this is an annual fee and the total annual Licence Fee is still payable even if you sell your beach hut during the year.
- (ii) such VAT as may be chargeable on the Licence Fee; and
 - (iii) non domestic rates for the Site when demanded by the Council;
- (b) to construct the Beach Hut in accordance with the Beach Hut Specification and to keep the Beach Hut in good repair and condition to the Council's satisfaction and to keep the Beach Hut clean, tidy and clear of rubbish and waste and to ensure that the Patio Area and foundations 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 as overnight accommodation;
 - (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 except in accordance with the provisions set out in Schedule 1;
 - (f) 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's Representative;
 - (g) 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;
 - (h) 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;
 - (i) not to apply for any planning permission in respect of the Beach Hut;

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- (j) 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 Site from time to time;
- (k) 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;
- (l) unless the Council notifies the Licensee that it is not required to remove the Beach Hut at least one month before the end of the Licence Period then at the end of the Licence Period to remove the Beach Hut and leave the Site in a clean and tidy condition and free of all chattels and goods;
- (m) to keep the Beach Hut securely locked when not in use;
- (n) 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 clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;
- (o) 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;
- (p) Not to use any barbeques nor firepits (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, are not placed directly on shingle and are suitably extinguished and cooled after use
 - Disposable items must be removed from the area when cool and disposed of properly;
- (q) To ensure that any Patio Area is clear and available for public access when the Beach Hut is not being used by the Licensee;

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- (r) 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 and General

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 in the event of the Licensee selling or transferring the Beach Hut for any reason
- (c) Immediately on notice given by the Council to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3 or if amounts due under this licence have not been paid within 21 days of the due date and on
- (d) the expiry of not less than three 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 The Council shall be under no obligation to grant a further or new licence to the owner of any Beach Hut

4.4 **IMPORTANT WARNING - LICENSEE TAKE NOTE:** The licence cannot be transferred by you. If you sell or transfer your Beach Hut this will automatically bring your licence to an end (Clause 4.1 (b)) and the Council is under no obligation to grant a licence to the new owner of your Beach Hut. If you sell or transfer your Beach Hut and the new owner does not obtain a new licence the Council can then remove and sell the Beach Hut and its contents under Clause 4.6 of this licence which could expose you to the risk of a claim for civil damages from the new owner.

4.5 If you sell your Beach Hut you must notify the Council immediately and no request for a new licence will be considered by the Council unless the Conditions below have been complied with first:

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Conditions:

- Within 28 days you must submit to the Council all the information required by the Council which shall include (i) two certified copies of a document affecting the sale transferral or disposal of the Beach Hut showing full details of the consideration paid for the Beach Hut and signed by both the existing Licensee and the new owner (ii) identity evidence for both yourself (as the outgoing Licensee) and the new owner of the Beach Hut as specified by the Council (a minimum of photographic ID and a utility bill issued in the previous 3 months in the name of the current Licensee and the new owner) and (iii) contact details for the new owner (name, address, telephone number (including mobile number) and email address).
- The Licence Fee must be paid up to date at the time of requesting a new licence be issued to the new owner.
- You must pay the Transfer Fee to the Council

Even where these Conditions have been complied with, the Council reserves the right in its absolute discretion to decline to grant a new licence. If a new licence is declined, a refund of the Transfer Fee received by the Council will be given

- 4.6 If this licence ends determines or is terminated for any reason and a Beach Hut remains on the Site without a licence and without the Council having notified the Licensee that the Beach Hut may remain the Council may as the agent of any former Licensee and all those claiming ownership of the Beach Hut from or through him sell the Beach Hut and all property and chattels therein (or may destroy the Beach Hut 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 former Licensee to the Council holding any net balance remaining to the order of the former Licensee provided that the former 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 former Licensee.

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- 4.7 In the event of the death of the Licensee the Council should be notified as soon as possible and the Licensee's personal representatives should then notify the Council whether they intend to remove the Beach Hut from the Site or make an application for a temporary licence. A temporary licence, (following payment of an Admin fee) will be granted to the personal representatives whilst they deal with the Licensee's estate and determine whether the Beach Hut will be sold to a third party or will be transferred to a beneficiary as part of the administration of the Licensee's estate. In the event of a sale to a third party the process set out in clause 4.5 above will apply. In the event that the Beach Hut is transferred to a beneficiary then an application must be made by the beneficiary for a new licence. The Council will require evidence of their identity and evidence, to the reasonable satisfaction of the Council, demonstrating that they are a beneficiary of the Licensee's estate.
- 4.8 If this licence terminates because of the death of the Licensee the Council may (but is not obliged to) allow the former Licensee's personal representatives up to three months after the determination of the licence to remove the Beach Hut.
- 4.9 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 and subject to provision of evidence of identity the Council may 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 post 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

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- (ii) by email to parksandforeshore@adur-worthing.gov.uk ensuring an acknowledgement is received.

5.2 If a notice complies with the criteria in clause 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 acknowledgement 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 Site possesses the Necessary Consents for the Permitted Use.

6.2 The Council gives no warranty that the Site is physically fit for the purposes specified in clause 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 clause 6.1 or clause 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 clause 7.2, the Council is not liable for:

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- (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 clause 2.

7.2 Nothing in clause 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. 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.

9. 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.

10. 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.

Schedule I Beach Hut Specification

- I The Licensee shall ensure that :-
 - I.1 The base of the Beach Hut sits directly on the shingle or a concrete laid base or railway sleepers embedded into the shingle and the Beach Hut shall be anchored into either the shingle or the base plates (if concrete or railway sleeper). Any anchoring on the exterior of the Beach Hut must be suitably maintained and the Licensee must ensure that no trip hazards occur. The anchoring will be and remain the Licensee's responsibility
 - I.2 If the Licensee wishes to make any modifications to the Beach Hut or to replace or reposition the Beach Hut it must provide the Council with details of any proposals (including a sketch plan) and must first obtain the written consent of the Council's Representative before proceeding with such proposal.
 - I.3 The Number of the Beach Hut must be legible to the rear.
 - I.4 The roof of the Beach Hut must be double pitched and covered in felt or other waterproof material.
 - I.5 The exterior of the Beach Hut must be painted white only except that the doors of the Beach Hut may be painted in the colours detailed in the Annex.
 - I.6 Any Beach Hut which is constructed on a vacant site must be placed equidistant between existing adjacent huts and when a new Beach Hut is placed on the end of a row the distance from the adjacent hut must be the same as the distance between the rest of the row. The Council will determine the exact position using its absolute discretion.
 - I.7 Having obtained the prior consent of the Council any new Beach Hut must conform with the following requirements

The Beach Hut shall be no greater in any dimension than 8 ft (2.44m) deep 6 ft (1.83m) in width 8 ft (2.44 m) height from the ground level to the roof ridge and 6 ft (1.83m) from the ground level to the eaves.
- 2 The Licensee may :
 - 2.1 Erect a temporary screen of canvas or other suitable material as a windbreak but such screen must not project more than 6 ft (1.83 m) from the front of the Beach Hut. The supports for the screen must be removable and stowed away overnight.

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- 2.2 Lay paving stones directly in front of their Beach Hut on condition that the stones are level with no trip hazards and the area of paving does not exceed 6 ft x 6 ft. The Licensee will be responsible for maintaining the paved area and keeping it clean and free of weeds and litter.

Annex – Permitted Door Colours

In order to make colours accessible for everyone, the British standard and the RAL colour code will allow people to be able to go into any paint store, find the code in a ready made paint in a variety of brands or allow people to get their paint mixed in stores using the colour codes depending on the stores systems. All UK stores will follow either the BS or RAL colour codes, some even use both.

Please see below for the colours and their matches in BS & RAL.



Dulux "Boho Blush"



BS381C 454



RAL 3014



Dulux "Delft China"



BS4800 18-C-35



RAL 5024



Dulux "Fandango Fun"



BS381C 447



RAL 2012

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Dulux "Marine Splash"



BS381 C 111



RAL 5018



Dulux "Natural Slate"



B381C 6321



RAL 7012



Dulux "Weathered Copper"



BS 18-D-43



RAL 5021



Dulux "Wisteria Cascade"



BS 22-D-41



RAL 4011



Dulux "Cucumber Water"



BS2660-60691



RAL 6019

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Dulux "Banana Split"



BS381C 358



RAL 1017

Signed by Authorised Signatory

.....

for and on behalf of

Authorised Signatory for the
Council

The Borough Council of Worthing

Signed by the Licensee(s)

Name of Licensee

.....

Email:

Licensee