

## **ANNUAL LICENCE TO USE BEACH HUT**

AN AGREEMENT made on the X day X of X

BETWEEN

*North Somerset Council ("the Council")*

*and*

*Name, address of licensee ("the Licensee")*

It is agreed as follows:

- 1 The Council grants to the Licensee permission to use the beach hut ("the Hut") numbered x, at Weston-super-Mare from the date of this Licence.
- 2 The Licensee shall be entitled to continue using the Hut until such time as either party terminates this Licence.
- 3 The Licensee shall pay to the Council the initial annual Licence Fee of £[as agreed] on the signing of this Licence. In subsequent years the Licence Fee, as notified by the Council, will be paid in advance by 1 March or in two instalments by 1 March and 1 June.
- 4 The Licensee will pay the Non Domestic Rates when demanded by the Council

### **Variation of Licence Fee**

- 5 The Council may vary the Licence Fee with effect from 1 March in any year by giving written notice of variation to the Licensee. The notice of variation will be given by the Council not later than 1 January in any year so as to give the Licensee sufficient opportunity to give notice to the Council to bring the Licence to an end as provided in paragraph 14 below.

### **Licensee's obligations**

- 6 The Licensee agrees as follows:
  - 6.1 That the Hut will only be used by the Licensee (or his/her family). The Hut shall not be transferred, sub-let or offered for use, to others.
  - 6.2 To only use the Hut for recreational purposes.
  - 6.3 Not to use the Hut for any trade, business, or profession

- 6.4 Not to place or permit to be placed any advertising matter on the Hut.
- 6.5 That the Hut will only be used between 8:00AM and sunset.
- 6.6 Not to use or allow to be used the Hut for the purposes of sleeping outside of usage hours.
- 6.7 Not to store or allow to be stored anything within the Hut that is not ancillary to its use for recreational purposes.
- 6.8 Not to store any highly flammable substances such as petrol, spirits, paints and gas within the Hut.
- 6.9 Not to use any fire or naked flame within the Hut.
- 6.10 Not to smoke in the Hut or around the immediate area surrounding the Hut.
- 6.11 Not to do or permit anything which may cause, or is, a nuisance or annoyance to others.
- 6.12 Not to deposit or permit to be deposited in or near the Hut any rubbish nor permit the Hut and/or the surrounding area to become dirty and/or untidy
- 6.13 To keep the Hut clean and tidy and the interior of the Hut in good order and condition.
- 6.14 To ensure that the Hut is locked at all times when not in use
- 7 The Licensee shall make no alterations or modifications to the Hut without the prior approval in writing of the Council.
- 8 The Licensee shall permit the Council, or its representatives, to enter the Hut at all reasonable times upon giving the Licensee 7 days written notice so as to inspect the condition of the Hut and to take such other steps to ensure the observance and performance of this Licence. Such notice is not required when entry is required for the purposes of maintenance and repairs in order to preserve the Council's property.
- 9 The Licensee shall make their own arrangements for the insurance of the contents of the Hut against all perils. The Council will not pay any compensation for any losses or damage to the contents of the Hut.
- 10 The Licensee will indemnify and keep indemnified the Council from and against all actions costs claims demands and liability whatsoever arising directly or indirectly from the use by the Licensee of the Hut.
- 11 The Licensee shall inform the Council of any change of their address within 14 days of the change.

## **Events and closures**

- 12 The Hut is located in an area that is used for, or close to areas that are used for public events, shows and attractions. No compensation will be paid for the loss of use or enjoyment of the Hut as a result of such activities.
- 13 The Licensee acknowledges and accepts that there will be occasions where it will be necessary for the Council to prevent usage of some or all of the huts when events being held. The Council will endeavour to minimise such occurrences. The Council will endeavour to notify the Licensee of all such events by 1 March each year. Where the Council has not notified the Licensee of a closures by 1 March each year, then the Licensee will be entitled to receive a reduction in that year's licence fee on a pro-rata rate for each day of closure. No other compensation or consideration will be payable for loss of use.

## **Terminating the Licence**

- 14 The Licensee may terminate this Licence by giving the Council not less than 1 calendar month's written notice within 1 calendar month of the notification date of a variation in the Licence Fee.
- 15 Either party may terminate this Licence by giving three months written notice to the other.
- 16 If amounts due under this Licence have not been paid within 21 days of the due date, or if the Licensee defaults under any of the terms and conditions of this Licence the Council will be entitled to immediately terminate this Licence.
- 17 The notice to terminate shall be deemed to have been properly served if sent by means of ordinary prepaid post to the last known address of the parties.
- 18 If the Council terminates this Licence for reasons other than breach of the terms and conditions of the Licence the Council shall refund on a pro-rata basis any Licence fee paid. If the Licensee terminates the Licence no refund of Licence Fee will be paid.
- 19 The termination of the Licence does not prevent the Council from recovering any monies due under this Licence.
- 20 The Licensee shall on or before the date when this Licence terminates remove the Licensee's property and possessions from the Hut with the exception of any which the Council may have provided and shall leave the Hut in a clean, tidy and presentable condition. If the Licensee shall fail to do so the Council may (after giving the Licensee 7 days written

notice of its intention to do so) remove the Licensee's property and possessions from the Hut and sell or otherwise dispose of them. In that event the Council :-

- 20.1 shall not be liable to the Licensee for any loss or damage thereby caused;
- 20.2 may require the Licensee to repay to the Council the costs charges and expenses incurred in removal of the Licensee's property and possessions;
- 20.3 may sell or otherwise dispose of the Licensee's property and possessions if they are not claimed by the Licensee after serving on the Licensee a further 28 days notice of its intention to do so; and
- 20.4 shall deduct from the proceeds of sale the costs charges and expenses incurred by the Council and its contractors before paying any remaining balance (if any) to the Licensee.

No action taken by the Council in accordance with this paragraph 20 shall prejudice or affect the right of the Council to enforce any other existing claim against the Licensee under the terms and conditions of this Licence.

### **General**

- 21 The Council issues this Licence as landlord and nothing in this Licence shall prejudice the Council's position as a local authority.
- 22 The Council will be responsible for the maintenance of the Hut.
- 23 The Council is entitled to exclusive control and possession of the Hut.
- 24 This agreement is issued as a licence and there is no intention by either party to the creation of a tenancy.
- 25 Neither the Licensee, nor his/her family, occupying or using the Hut with the permission (express or implied) of the Licensee shall be entitled to any compensation remedy or claim whatsoever against the Council in respect of any loss or damage caused to the Licensee or his/her estate or effects or any other person or person's estate or effects arising out of or in consequence of this Licence with the exception of the proviso set out in paragraph 13 of this Licence.
- 26 In the event of any dispute regarding this Licence or its subject matter the decision of the Council shall be final and binding on the Licensee.
- 27 No warranty is given by the Council that the Hut is or will remain fit for the purposes intended by this Licence nor for the quiet enjoyment of the Hut.

28 The Council shall be under no obligation to provide the Licensee with a beach hut at another location in the event of this Licence being brought to an end.

Signed by

*Job Title*

On behalf of North Somerset Council

Signed by

Name of Licensee