

Privately owned beach hut or chalet

DATED Date tenancy will commence

2011

ADUR DISTRICT COUNCIL or BOROUGH COUNCIL OF WORTHING

and

NAME OF LICENSEE

AGREEMENT

Relating to Beach Hut x, address

AN AGREEMENT made on the day of

BETWEEN

Adur District Council or Worthing Borough 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 certain land known as *x site number and address* for the purpose of erecting and maintaining thereon a beach hut on the site for the period from the *x* day of *x* to the 31 March *x* and thereafter from year to year (unless determined).
2. The Licensee shall pay to the Council for such permission the sum of *x*, to be paid on the signing of this Agreement. In any subsequent years such amounts to be paid in advance by 1 April or the fee can be paid in two instalments (first by 1 April and second by 1 July). Any increase to the licence fee will be notified to the Licensee at least two months prior to 1 April in any given year.
3. The Licensee agrees as follows:
 - (a) To pay non domestic rates when demanded by the Council
 - (b) Not to use or allow to be used either the site or the hut or any part thereof other than for recreational purposes ancillary to the use of the adjoining beach
 - (c) Not to store or allow to be stored anything on the site, other than items ancillary to the enjoyment of the beach
 - (d) Not to store any flammable mixtures including gases
 - (e) Not to keep animals on the site or in the hut
 - (f) Not to bring onto the site any materials containing asbestos fibre
 - (g) Not to use or allow to be used the hut for sleeping overnight. The hut shall only be occupied between sunrise and 11pm
 - (h) Not to erect or allow to be erected any hoarding, advertising board, posters, or pictures on the hut without the consent of the Executive Head of Leisure and Cultural Services

- (i) Not to do or permit or suffer to be done any act or thing which is or may become a nuisance, annoyance or disturbance to the Council or to others in the neighbouring premises, or to people passing by the site
- (j) Not to carry on any trade, business, art or profession in the hut
- 4. The Licensee shall permit the Council to enter upon the premises in order to examine the condition of the hut.
- 5. The Licensee shall during the term of the licence at his own expense maintain, repair and keep in a clean and tidy condition and free from rubbish the site and the hut to the full satisfaction of the Council.
- 6. The Licensee shall not make any alteration to the hut, or provide heating or lighting apparatus without the prior approval of the Executive Head of Leisure and Cultural Services.
- 7. The Licensee shall allow the Environment Agency, local coast protection authorities or their agents to enter their hut in order to carry out any sea defence works.
- 8. The Licensee shall inform the Council of any change of their foregoing address within 14 days of the date of the change.
- 9. Upon the expiration or if sooner the determination of the licence the Licensee shall immediately remove the hut from the site, if so required by the Executive Head of Leisure and Cultural Services, and reinstate the site to its former condition. In default of such removal and restoration being made within 28 days of the end of the Licence the Council will undertake this work at the expense of the Licensee. The Council will have a lien (without prejudice to other rights it may possess) upon the hut together with its fixtures, fittings and any items within the hut until all sums due from the Licensee under this Agreement are satisfied.
- 10. If payments due under this Licence Agreement shall be unpaid for 21 days after the amount is due or if the Licensee defaults under any of the conditions in the Agreement the Council will determine the licence. The Council may remove the hut and restore the site. The Council will undertake this work at the expense of the Licensee. The Council will have a lien (without prejudice to other rights it may possess) upon the hut together with its fixtures, fittings and items within the hut until all sums due from the Licensee under this Agreement are satisfied.
- 11. The Licensee undertakes to indemnify the Council against all claims and liabilities whatsoever which the Council may incur by reason of the exercise or enjoyment of the licence.
- 12. For avoidance of doubt the Licensee is responsible for insuring the hut and the contents of the hut for perils including fire, theft and damage.

13. This licence is personal and exclusively granted to the Licensee and accordingly on the sale or other disposal of the hut or on the death of the Licensee this licence shall forthwith terminate.
 - (i) This is subject to the provision that the Council may be prepared on the payment of a fee of 10% of the purchase price of the hut or three times the annual licence fee (whichever is the greater) to grant a new licence to the purchaser. This sum should be paid by the Licensee to the Council before the Council will consider granting a new licence to the purchaser.
 - (ii) In the event of the Licensee's death then an administrative fee of £82.00 plus VAT shall be paid by the personal representative of the Licensee or some other person/s who appear to the Council to be entitled as a successor, before the Council will consider granting any new licence to such a personal representative, successor or other beneficiary.
14. The Licensee and any person authorised by him shall at all times have access to the site for all purposes in connection with the maintenance or removal of the hut. Unless vehicle access requiring the Council to e.g unlock barriers is required to access the hut for maintenance or removal purposes in which case the Council will require seven days notice in writing that such access is required.
15. In the event of an unforeseen event e.g. an act of God, which results in the Licensee being unable to access the hut, then the Licensee will still be responsible for the payment of the licence fee unless the hut is not able to be accessed for more than 28 days. In that eventuality the Licensee should contact the Council to request a rebate on the licence fee, although any fee rebate will be at the sole discretion of the Council.
16. This Licence may be determined by either party giving to the other at any time three months notice in writing. The notice shall be deemed as properly served if sent by way of ordinary pre paid post and addressed to the Licensee at his last known address. Any notice to the Council shall be sent to Mr William Boyd at Adur District and Worthing Borough Councils, Leisure and Cultural Services – Parks and Foreshore, Commerce Way, Lancing, West Sussex, BN15 8TA.
17. The hut placed upon the site by the Licensee shall not by reason of the attachment to the site become or be deemed to become a fixture to the site. The hut shall at all time be severable from the site and remain at all times the property of the Licensee free from any claim of the Council except as otherwise provided in conditions 9 and 10.
18. For the avoidance of doubt nothing contained or implied in this Agreement shall prejudice or affect the Council's rights, powers, duties or obligations in the exercise of its functions as a local authority.

19. For the avoidance of doubt the decision as to whether or not a licence shall be granted shall be at the sole discretion of the Council.
20. Full details of all the requirements/standards required by the Council in regard to a privately owned hut are attached as Schedule 1, which shall form part of this licence.

Signed by x
Job Title

Signed by x
Name of Licensee