

# **BEACH HUTS - SITE LICENCE CONDITIONS**

## **IMPORTANT - LICENSEE TAKE NOTE:**

**THESE CONDITIONS ARE LEGALLY BINDING ON THE LICENSEE. PLEASE READ THEM CAREFULLY. THE COUNCIL IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE AND THE USE OF BEACH HUT SITES IS ENTIRELY AT THE RISK OF THE LICENSEE.**

In these Conditions (hereafter also referred to as Clauses) the following expressions shall have the following meanings:

### **1. Particulars**

- 1.1 "the Council" means Tendring District Council of Town Hall, Station Road, Clacton on Sea, Essex CO15 1SE, and includes its successors in title. "Tendring" means the area known as the Tendring District for which the Council is the local authority.
- 1.2 "the Licensee" means the person registered as such in respect of the Site in the Council's register.
- 1.3 "the Site" means the relevant beach hut Site belonging to the Council of which the Licensee is registered as Licensee.
- 1.4 "the Licence Period" means the period from the date of the Licensee's registration as such in the Council's official register until the date of which the Licensee's rights under clause 2 are determined in accordance with Clause 4.
- 1.5 "Designated Hours" means 7am to 10pm or such other hours as the Council may in its absolute discretion determine.
- 1.6 "the Licence Fee" means such amount per year as the Council may from time to time in its absolute discretion determine PROVIDED THAT the licence fee for persons who reside in Tendring may be lower than the licence fee for other persons. A person resides in Tendring for the purposes of this Clause 1.6 only where he satisfies the Council that he is normally so resident. Where a person proves he is registered for and paying Council Tax to the Council and/or is included in the register of electors of Tendring the Council may accept this as evidence of residence. Seasonal caravan site occupation does not count as such residence.
- 1.7 Words importing one gender include all other genders and the neuter and vice versa and words importing the singular include the plural and vice versa.
- 1.8 If the Licensee is at any time more than one person their obligations to the Council shall be joint and several.

Subject to Clauses 3 and 4 the Council gives the Licensee the right:

### **2. Nature of Rights Granted**

- 2.1 to keep a wooden beach hut ("the Hut") on the Site during the Licence Period and

2.2 for the Licence Period during the Designated Hours only to use the Hut for shelter and recreation.

The Licensee agrees and undertakes:

### **3. Obligations of Licensee**

3.1 To pay to the Council on demand in advance the Licence Fee (together with any VAT and other taxes duties outgoings assessments and similar impositions in relation to the Licence Fee).

3.2 Not to access the promenade without the prior permission in accordance with Seafronts Access Terms and Conditions on the Licensor's website [www.tendringdc.gov.uk](http://www.tendringdc.gov.uk)

3.3 To keep a Hut on the Site in accordance with these Conditions at all times during the Licence Period.

3.4. To ensure that the Hut is at all times safe secure sound wind and watertight and safely secured to the ground on such part of the Site as the Council in its discretion shall from time to time specify.

3.5 To keep the Hut at all times in good and substantial repair and decorative order and to paint the exterior of the Hut using good quality paint or preservative stain in a colour approved by the Council.

3.6 In addition to ensure that the Hut at all times conforms fully with such other standards and specification as the Council in its discretion shall require.

3.7 To ensure that a Site number plate of a type and in a manner approved by the Council is at all times securely fixed to the exterior of the Hut but save as aforesaid not to affix erect or show on or via the Hut or its windows any sign bill placard announcement nor any similar display.

3.8 Not to use nor permit the use of the Hut or the Site for any trade profession or business nor for any illegal immoral abusive or offensive purpose nor in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to any neighbouring or adjoining Site property owners occupiers or users.

3.9 Not to permit the use of the Beach Hut for rentals for more than ten days per Licence Period (1 April – 31 March) unless the Licensee has an agreed commercial lease from Tendring District Council. A Licensee without a commercial lease must provide any rental dates to the Council in advance of each and every booking (to a maximum of 10 calendar days during the Licence Period) and provide a copy of their public liability insurance schedule with a minimum sum insured of not less than £5million, together with their health and safety risk assessment and any other appropriate health and safety documentation. The Licensee will also indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from the use of the Beach Hut.

3.10 To keep the Site and the Hut clean and tidy and clear of rubbish and at the end of the Licence Period to remove the Hut from the Site and to leave the Site in a clean and tidy condition and free of all chattels and goods.

3.11 Not to keep or store any dangerous poisonous or hazardous chemicals or substances on the Site or in the Hut nor to discharge any pollution or noxious or harmful substance from the Hut or the Site nor to store there any gas, petroleum fuels or other inflammable substances.

- 3.12 Not to obstruct nor put any items or things on any land or way neighbouring or adjoining the Site nor to deposit nor leave any rubbish litter or slops there or in the sea.
- 3.13 Not to do any act, matter or thing in breach of any statute law or byelaw affecting the Site.
- 3.14 To indemnify the Council and keep the Council indemnified in respect of all losses claims demands actions proceedings damages costs or other expenses or liabilities arising in any way from the Site Licence any breach of the Licensee's undertakings contained in this Clause or the exercise or purported exercise of any of the rights given in Clause 2.
- 3.15 To observe such rules and regulations as the Council may make and of which the Council shall have given the Licensee notice from time to time governing the use of the Site or the Hut.
- 3.16 To permit the Council its officers servants and agents at any time to visit the Site and inspect the same and the Hut.
- 3.17 To inform the Council of any change of address or contact details.

#### **4. Termination, Notices and General**

- 4.1 The benefit of the Site Licence is personal to the Licensee only and not assignable and the rights given in Clause 2 may only be exercised by him and his immediate family and guests.
- 4.2 During the Licence Period unless and until the Council shall decide otherwise the Licence Fee shall be invoiced once per year by reference to the Council's financial year (currently 1 April to 31 March), paid within 30 days from the date of issue.
- 4.3 No part of any Licence Fee already paid shall in any event be repaid or refunded by the Council to the Licensee including any licensee moving into the Tendring District once invoice has been issued and notwithstanding the determination of a Site Licence for any reason any unpaid Licence Fee and other monies due to the Council or demanded by it under these Conditions shall be recoverable by the Council by action.
- 4.4 The rights granted in Clause 2 shall determine and the Site Licence shall end (without prejudice to the Council's rights in respect of any breach of the undertakings contained in Clause 3):
- 4.4.1 immediately on notice given by the Council at any time following any breach by the Licensee of his undertakings contained in Clause 3,
  - 4.4.2 on not less than 28 days notice given by the Council or the Licensee to the other party to expire at any time,
  - 4.4.3 immediately in the event of the Licensee selling or transferring the Hut for any reason,
  - 4.4.4 immediately on the death or bankruptcy of the Licensee or his becoming incapable by reason of mental disorder of managing and administering his property and affairs,
  - 4.4.5 "the Council" in Clauses 4.4.1 and 4.4.2 means the Department of the Council with primary responsibility for administering beach hut Site Licences.
- 4.5 The Council shall be under no obligation to grant a further or new Licence to the owner of any Hut.

- 4.6 The Council gives no warranty that the Site is legally or physically fit for the purposes specified in Clause 2.
- 4.7 The Council shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or the liability incurred by the Licensee or any person referred to in Clause 4.2 in the exercise or purported exercise of the rights granted by Clause 2. The Council is not responsible or liable for any loss or damage and the use of the Site is entirely at the risk of the Licensee.
- 4.8 All invoices demands and other notices issued made and given by the Council shall be in writing and shall be sufficiently served if delivered by hand or sent by post to the Licensee at the address of the Licensee last known to the Department of the Council administering beach hut Site Licences and if sent by post in a pre-paid envelope addressed to the Licensee at such address shall conclusively be presumed to have been given served and delivered 48 hours after posting, whether delivered in the ordinary course of post or not.
- 4.9 Notices to the Council shall be in writing, duly signed by the Licensee and may be served if delivered to the Council at its main office.
- 4.10 **IMPORTANT WARNING - LICENSEE TAKE NOTE: The Site Licence cannot be transferred by you. If you sell or transfer your Hut this will automatically bring your licence to an end (Clause 4.4.3) and the Council is under no obligation to grant a Site Licence to the new owner of your Hut.** If you sell or transfer your Hut without first getting the Council's agreement in writing to grant a Site Licence to and register the new owner, the Council can then remove and sell the Hut and its contents under Clause 5 of these Conditions **which could expose you to the risk of a claim for civil damages from the new owner.**
- 4.11 **If you sell your Hut no request for a new Site Licence will be entertained by the Council unless the Conditions below have been complied with first:**

Conditions: You must first submit to the Council an Application Form (available from the Council on request) properly completed to the Council's satisfaction, containing all the information required by the Council and signed by both you and the proposed new owner of your Hut, accompanied in all cases by an Administration Fee of such amount as the Council shall from time to time in its discretion determine.

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

- 4.12 These Conditions may be altered by the Council at any time as the Council may in its discretion determine and on the Council giving the Licensee not less than 28 days' notice in writing.

## **5. Councils Rights of Disposal**

- 5.1 If a Site Licence ends determines or is terminated for any reason and a Hut remains on the Site without a Licence the Council may as the agent of any former Licensee and all those claiming ownership of the Hut from or through him sell the 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.

5.2 Provided that if the Site 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 three months after the end of the Site Licence to remove the Hut.

For clarification for further information, contact the Beach Huts Team on (01255) 686702 or email [beachhuts@tendringdc.gov.uk](mailto:beachhuts@tendringdc.gov.uk)