



**BEACH HUT OWNERS SITE LICENCE**

LAVENDER BLUE BEACH HUT 36

RENEWAL DATE  
1ST APRIL

**SAMPLE SITE LICENCE**



This Licence is entered upon the date of Beach Hut occupancy and shall continue until such occupancy comes to an end.

## 1. CONDITIONS

“Assignment Fee” means a fee set out in the list of fees and charges published in the Tariff by the licensor for the registration of a change of ownership of the Beach Hut.

“Beach Hut” means Beach Hut number

“Current Licence Fee” the fee for the Beach Hut per annum set out in the fees and charges published each year by the Licensor

“Renewal Date” the first of April in each year

“Licence Period” the first of April to the 31<sup>st</sup> March each year.

“Nominated Insurance Company” the insurance company nominated by the Licensor providing insurance cover for the Beach Hut

“Notice” written notice served upon the Licensor at 19-33 South Promenade St Annes on Sea Lancashire FY8 1LX or 28 days notice in writing to the Licensee at the above address

“Plot Number” the plot number allocated by the Licensor to the Licensee for the placement of the Beach Hut

“Repair Notice” written notice served by the Licensor upon the Licensee detailing the repairs required to be carried out by the Licensee

“Site” the site upon which the Beach Hut is situated

“Site Licence” means this Licence

“Termination Charge” the charge imposed by the Licensor upon the Licensee in respect of any breach of this Licence Agreement and consequential losses as a result of such breach

“Variation Notice” notice given by the Licensor to the Licensee in any year to take effect from the date of the next ensuing Licence from the 1<sup>st</sup> April thereafter

“VAT” Value Added Tax at the current rate from time to time payable by the Licensor to the Licensee



## 1. PAYMENTS

The Licensee shall pay to the Licensor the Current Licence Fee on or before the renewal date in each year until the site Licence is terminated in accordance with the provisions hereof

## 2. NON PAYMENTS

The Licensor may sell all or any of the goods situated in the Beach Huts provided the Licensor shall give to the Licensee 28 days written notice of such intention any shortfall in the amount due after such sale shall be due to the Licensor as a debt from the Licensee

## 3. VARIATION OF LICENCE FEE

(i) The Licensor is at liberty to review and vary the current licence fee prior to such renewal on 1<sup>st</sup> April provided such variation is in writing and sent to the Licensee no later than 6 weeks prior to the renewal date of 1<sup>st</sup> April

(ii) The Licensee following the service of such notice will be at liberty to terminate the Licence no later than 6 weeks prior to the renewal date of 1<sup>st</sup> April

## 4. IDENTIFICATION AND POSITION OF BEACH HUT

(i) The Licensee will maintain the Beach Hut number in a clear and legible position on the Beach Hut

(ii) Each Beach Hut is positioned with the rear and front edge running parallel to the rear and front edge of the platform and the position of the Beach Hut shall not be altered at any time by the Licensee. If the Licensee fails to comply with this clause the Licensor shall be at liberty to serve written notice upon the Licensee of any breach of this condition

(iii) The Licensor shall make the initial design and construction for the Beach Hut. The Beach Hut shall be erected upon the site and such Hut shall belong to Licensee

Any modifications to the shape dimensions position construction and colour can only be carried out by written agreement of the Licensor and following the grant of



planning permission building regulation or other local authority or statutory approval

## 5. SIGNS

No sign notice advertisement or placard shall be erected upon the Beach Hut or the site

## 6. RIGHTS OVER THE SITE AND BEACH HUT

A Licensee will allow employees of St Annes Beach Huts Limited a right of access to their Plot and Beach Hut for the purpose of inspecting conditions are being adhered.

## 7. REPAIR

- (i) The Licensee will maintain the Beach Hut in good repair and condition to the reasonable satisfaction of the Licensor
- (ii) The Licensee will keep the site clean and tidy to the reasonable satisfaction of the Licensor
- (iii) The Licensee shall repaint the fascia board and security shutter of the Beach Hut if required.
- (iv) The Licensee shall retain the colour of the Beach Hut that was provided by the Licensor unless the Licensor has agreed to any such variation in writing
- (v) The Licensee must remove all waste material from the site and the site and Beach Hut must be kept clear of rubbish or other waste material

## 8. RIGHT OF ENTRY

- (i) The Licensee shall allow the Licensor to enter the Beach Hut and site on reasonable notice to carry out an inspection to ensure that the terms of this Licence are being complied with
- (ii) The Licensor shall be at liberty to serve a written notice upon the Licensee if in the opinion of the Licensor the Hut is in a serious state of disrepair



(iii) The Licensee must comply with the reasonable requirements of the Licensor contained in the repair notice and the failure for so doing shall entitle the Licensor to terminate the Licence upon 28 days written notice

## 9. USE

- (i) The Licensee shall use the Beach Hut and site for recreational purposes only
- (ii) The Licensee shall not display for sale anything from the Beach Hut or site or allow any visitors to display for sale anything from the Beach Hut or site
- (iii) The Licensee shall not carry out any trade or business from the Beach Hut or site or allow any other person to do so
- (iv) The Licensee shall not use the Beach Hut and site between 23.00 hours and 06.00 hours
- (v) The Licensee must keep the Beach Hut locked at all times when not in use
- (vi) The Licensee must comply with all Local Authority by-laws and any regulations imposed from time to time by the council
- (vii) The Licensor is obliged to provide access to running water & toilet facilities for the Licensee
- (viii) The Licensor is obliged to provide an electricity supply to each Beach Hut subject to the Licensee's purchase of pre payment credit to the metered usage.

## 10. NUISANCE

- (i) The Licensee or any visitors must not allow or cause anything to be done on the Beach Hut or site that is a nuisance or annoyance to the owners or users of any other Beach Hut or members of the public lawfully using the beach
- (ii) The Licensee will ensure dogs will be kept under proper control at all times.

## 11. INSURANCE AND INDEMNITY

- (i) The Licensee shall insure the Beach Hut and site against the usual risks and the Licensee shall upon request provide the Licensor with a copy of such insurance policy and the last receipt for the premium paid



(ii) The Licensee indemnifies the Licensor against any claim made by a third party against the Licensor in respect of the Beach Hut or the site howsoever caused

(iii) The Licensor shall not be liable for the death or injury of any person or for damage to any property or for any losses claims demands actions proceedings damages costs or expenses by a third party relating to the condition of the Beach Hut the site or its use

## 12. RISK

(i) The Licensee shall be responsible for any loss or damage to the Licensees property by the Licensee or any visitors howsoever caused

(ii) Use of the Beach Hut is entirely at the Licensees own risk. In no event shall Licensor be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of use of the Beach Hut.

## 13. ASSIGNMENT

(i) The Licensor will commit an assignment of this Licence provided that the Licence fee is paid up to the date of the Assignment to the Assignee

(ii) The Licensee shall pay the Assignment fee and submit written details of the Assignment to the Licensor within 14 days of the Assignment

(iii) The Assignment shall be in the form annexed hereto and the Assignment shall be entered into and a copy given to the Licensor prior to the Assignment taking effect

(iv) The Licensor shall enter into a site licence with the Assignee as soon as possible following the Assignment provided that the Assignment Fee and the Terms and Conditions of this Licence have been complied with

## 14. CHANGE OF ADDRESS

The Licensee shall serve written notice upon the Licensor of any change of address

## 15. TERMINATION



- (i) The Licensor shall be at liberty to terminate this Licence by giving to the Licensee 28 days written notice or immediately if the Licensee has failed to comply with the conditions of this Licence
  
- (ii) The Licensor shall not be obliged to repay any Licence fee to the Licensee if this Licence is terminated in accordance with the Licensee's breach of one or more conditions set out in this Licence. The Licensee shall remove the Beach Hut from the site prior to the expiry of the date in the termination notice
  
- (iii) The Licensee shall remove the Beach Hut from the site prior to the expiry of the date set out in the termination notice. If the Licensee fails to remove the Beach Hut from site then the Licensor reserves the right to do so, the cost of removal will be charged to the previous Licensee
  
- (iv) Fylde Council can serve 6 months' notice to relocate the Beach Hut (if possible) to an alternative site in the event of flood defence works.