



EAST SUFFOLK COUNCIL

BEACH HUT SITES IN FELIXSTOWE

LICENCE AND CONDITIONS OF HIRE

For Site ##### (Site name and number)

THIS LICENCE is made on .....

BETWEEN

(1) East Suffolk Council of East Suffolk House, Riduna Park, Station Road, Melton, Suffolk, IP12 1RT and

(2) Title # First Name(s) # Surname #

Address 1 #

Address 2 #

Address 3 #

Address 4 #

Address 5 #

Postcode #

1. Introduction

1.1 The Council owns land adjacent to the sea at Felixstowe and has agreed that the Licensee may erect, maintain and use a beach hut on part of that land subject to the terms of this Licence.

2. Definitions and Interpretation

2.1 In this Licence, unless the context otherwise allows or implies, the following words shall have the meanings given to them:-

Council East Suffolk Council (or any statutory successor in title taking over the functions or liabilities of the Council)

Hut The Licensee’s beach hut.

Licence Fee The relevant sum\* for that year (exclusive of VAT) payable by the Licensee from the table below in accordance with Clause 4 below

\*Please note that the quoted licence fee is exclusive of VAT as the rate to be applied will be that which is applicable on the date the annual invoice is raised which may vary.

Table with 4 columns: Fee Category, 2021/22, 2022/23, 2023/24. Rows include Site Fee, Oversize Surcharge Fee, and TOTAL.

\*Oversize Surcharge is where the site exceeds 2.13m width x 2.43m depth

Licence Period	1 April 2021 until 31 March 2024 or until the Licence is terminated in accordance with the terms given in Clause 5 below
Licensee	The person whose name and address is given at (2) above
Permitted Hours	0500 hours to 2400 hours on any day
Permitted Use	The erection and maintenance of the Hut on the Site, and use of the Hut during the Permitted Hours

Land belonging to the Council at Felixstowe

Site No. # *(hut number which is the same as the site number should be inserted here)*

At # *(site name should go in here)*

Measuring # metres wide x # metres deep

2.2 In this Licence, unless the context otherwise allows or implies, words in the singular include the plural and vice versa, and reference to any gender includes any other gender.

### 3. Particulars

3.1 In consideration of the Licence Fee, the Council permits the Licensee to use the Site for the Permitted Use during the Licence Period subject to the terms of this Licence.

### 4. Licence Fee

4.1 Unless otherwise agreed in writing by the Council, the Licensee shall pay the Licence Fee which includes any properly chargeable VAT subject to production by the Council of a valid VAT invoice to the Council for the Licence Period prior to 1 April of the relevant year, as set out in the table in Clause 2.1. No part of the Licence Fee for the year will be refunded save as provided by Clause 6.3 below (see also Clause 4.4 and 4.5 below).

4.2 If the Hut is larger than the standard hut size (see Clause 9.1.1 below), the Licensee shall pay an additional licence fee surcharge, which if applicable is included in the table in Clause 2.1

4.3 The hut measurements quoted on the licence are taken from information provided by existing licence holders and measurements made by East Suffolk Council. The Licensee shall be responsible for checking the measurement and reporting any discrepancy. The Council will reserve the right to have a tolerance of +/- 2cm. Any agreed changes to the sizes will be updated on the system and reflected in the next annual invoice. No refunds will be given for changes to hut sizes in the course of the year.

4.4 If the owner replaces a Hut that is larger than the standard hut size (see Clause 9.1.1 below) with a standard size Hut then no part of the Licence Fee for the year will be refunded save as provided by Clause 6.3 below (see also Clause 4.1). For subsequent years during the Licence Period, the Licence may be amended and a new Licence issued, subject to an administration fee with the Licence Fee recalculated to reflect the standard hut size.

4.5 Should the Licensee dispose of the Hut during the Licence Period, the Licensee shall be responsible for ensuring that a Change of Ownership Form (available from [www.eastsuffolk.gov.uk](http://www.eastsuffolk.gov.uk)) is properly completed and returned to the Council. Pending the grant of a new licence to the new owner of the Hut, the Licensee shall remain bound by the terms of this Licence. The Council shall be under no obligation to grant a new Licence to the new owner of the Hut. It will be assumed that the pro rata'd licence fee for the remaining part of the Financial Year (1 April - 31 March) will be included in the hut sale price. [The new owner will be charged an administration fee in respect of the new Licence.]

## 5. Termination

- 5.1 The Licensee may terminate the Licence at any time by giving notice in writing to the Council (to take effect forthwith unless the Licensee advises the Council of a specific future effective date).
- 5.2 The Licence shall terminate immediately: -
- 5.2.1 if the Licensee fails to pay the Licence Fee by the due date (subject to the prior written agreement of the Council to alternative payment provisions);
  - 5.2.2 upon the death or bankruptcy of the Licensee, or upon his becoming incapable by reason of mental disorder of managing and administering his property and affairs.
- 5.3 The Council may terminate the Licence at any time by giving one month's notice to the Licensee, except that termination may be forthwith and without notice: -
- 5.3.1 if the Licensee breaches any of the terms of the Licence;
  - 5.3.2 if the Council deems it necessary for safety or other reasons (in which event, if practicable and without obligation, the Council will use reasonable endeavours to offer the Licensee an alternative site).
- 5.4 Upon termination of the Licence, the Licensee (or his personal representatives) shall either:-
- 5.4.1 remove the Hut from the Site and leave the Site in a clean and tidy condition to the satisfaction of the Council; or
  - 5.4.2 enter into a new licence provided by the Council .
- 5.5 Following termination of the Licence, if Clause 5.4 is not actioned, the Council at its sole discretion reserves the right to take any of the following actions:-
- 5.5.1 to remove the Hut (and its contents, if any) from the Site;
  - 5.5.2 to store the Hut (and its contents, if any) (without liability for safe-keeping) pending disposal or collection by the Licensee;
  - 5.5.3 to dispose of the Hut (and its contents, if any);
  - 5.5.4 to sell the Hut (and its contents, if any);
  - 5.5.5 to clean and reinstate the Site;
  - 5.5.6 to recover the reasonable costs of any of the above from the Licensee or from the proceeds of sale.

## 6. Site Disruption

- 6.1 The Council does not warrant that the Site is or will remain suitable for the Permitted Use. The Licensee must rely on his own inspection. The Licensee acknowledges that the Site is in an environment that the Council cannot control and may be subject to change by storm, wind, waves, tide or other elements. The Council reserves the right in circumstances of health and safety reasons to remove the hut with immediate effect.
- 6.2 In the event that the Hut is moved by storm, wind, waves, tide, etc, the Council reserves the right to undertake any works necessary to reinstate the Site and/or to replace the Hut in its correct position within the Site, and the Licensee shall reimburse the Council upon demand the costs of such works.
- 6.3 If the Licensee is denied access to the Site by the Council through no fault of the Licensee for a continuous period exceeding 4 weeks, the Licensee may claim a pro rata refund of the Licence Fee. Any such claim must be supported by substantive facts.

## 7. Use of the Site

- 7.1 Except as set out herein, use of the Site is entirely at the risk of the Licensee and **the Licensee is recommended to take out public liability insurance**. The Licensee shall indemnify and keep indemnified the Council in respect of all damages, losses, claims, proceedings, costs, fees and expenses that may arise from the grant of this Licence including but not limited to: -

7.1.1 those arising from the death of or injury to any person on the Site (except where such death or personal injury is caused by the negligence of the Council or its employees).

7.1.2 those arising from the loss of or damage to any real or personal property on the Site.

7.2 The Licensee shall not have the use of more than one site at any time.

7.3 The Licensee shall not make any temporary or permanent alterations or structural additions (e.g. connection to electricity supply, balconies, fences, steps, ladders, etc) to the Site or its surrounding area. Any encroachment beyond the Site will be considered a trespass upon the Council's land. Should any works to the Site or its surrounding area be necessary as a result of any unauthorised action by the Licensee, the costs of such works shall be reimbursed by the Licensee to the Council upon demand.

7.4 The Licensee shall not obstruct passageways between the huts, walkways, steps or the area surrounding the Site in any way.

7.5 The Site shall be kept clean and tidy. All rubbish and refuse (including washing up water etc) shall be removed and properly disposed of.

7.6 When not in use, the Licensee's personal possessions shall be either secured within the Hut or removed from the Site. The Council shall not be held responsible in any way for the safety or security of the Licensee's personal possessions.

7.7 The Licensee shall not cause any nuisance or annoyance to occupiers of adjacent huts or to users of the surrounding area. Failure to follow the licence conditions may result in licences being terminated.

7.8 The Licensee shall not do any act, matter or thing in breach of any statute, law or byelaw affecting the Site.

## 8. Use of the Hut

8.1 The Hut shall at all times belong to the Licensee.

8.2 The Licensee shall affix the number of the Site to the front outside wall of the Hut.

8.3 Subject to any permitted temporary hiring of the Hut, as referred to in 8.4 hereof, the Hut shall be for the private use of the Licensee during the Permitted Hours only. The Hut shall not be used or occupied outside of the Permitted Hours and shall be securely locked outside the Permitted Hours.

8.4 No business use shall take place on or from the Hut or Site, provided that this shall not prohibit the temporary hiring of the Hut for non-business purposes. A notice bearing the name, address, and contact details of the Licensee may be displayed on the Hut inviting applications for its hire or sale. No other notices, advertisements, etc, shall be displayed on the outside of the Hut: any such notices shall be removed by the Council.

8.5 Should the Hut be subject to temporary hire, this shall be for non-business purposes, and is restricted to no more than 20 weeks per annum. The number of adults visiting the Hut at any one time shall not be greater than 6. It is the Licensee's responsibility to make any authorised user of the hut fully aware of the terms within the beach hut licence (in particular clause 7.7), and to ensure that these are monitored and adhered to at all times. Any breach of licence conditions may result in the licence being revoked.

8.6 The Licensee shall 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 that the Council shall specify.

## 9. Hut Specification

9.1 Unless otherwise agreed in writing by the Council, Licensee shall ensure that the Hut conforms with the following specification: -

- 9.1.1 The standard hut size is 2.13m (width) x 2.43m (depth) x 1.80m (height to eaves). If a new or replacement hut is placed on the Site, or if repairs or alterations are made to an existing standard sized hut, the Licensee shall ensure that the Hut does not exceed the standard size. No structural additions to the exterior of the Hut (e.g. connection to electricity supply, balconies, fences, steps, ladders, etc) shall be permitted.
- 9.1.2 The hut shall be placed within the Site against the right-hand boundary (when facing the sea) of the Site.
- 9.1.3 There shall be a clear space of 10 centimetres between the ground of the Site and the underside of the floor of the Hut.
- 9.1.4 The Hut shall at all times be kept in good and substantial repair and decorative order to the Council's reasonable satisfaction. The Hut shall be constructed of wood and the exterior shall be painted using good quality pastel-shade of paint or stained with a natural or coloured wood stain.
- 9.1.5 There shall be no side door to the Hut.
- 9.1.6 The Licensee shall take all necessary precautions against fire. No petrol or other inflammable substances shall be stored in the Hut other than butane gas cylinders. Where butane gas cylinders are used or stored, adequate ventilation must be provided at low level and a dry powder fire extinguisher, not less than 1 kg, shall be kept in a fully operational condition in the Hut. When not in use, butane gas cylinders shall be turned off at the main valve of the gas cylinder. Butane gas cylinders should be removed from the Hut when the Hut is not used for any period of time (e.g. during the winter months).
- 9.1.7 The ventilator or ventilators shall be constructed to the Council's reasonable satisfaction to prevent rubbish or other matter being put through them.
- 9.1.8 The written consent of the Council must be obtained prior to the replacement of an old hut with a new hut on the Site, such consent not to be unreasonably withheld.

## 10. General

- 10.1 This Licence is personal to the Licensee and is not assignable or transferable.
- 10.2 Where the Licensee is more than one person the obligations of the Licensee shall be joint and several. The Licence shall be held by no more than two named persons.
- 10.3 This Licence is not and shall not be construed as a tenancy. This Licence does not give the right of exclusive occupation of the Site and the Council reserves the right at all times for its officers, servants and agents to enter the Site for its own purposes, including inspection of the Site and of the Hut.
- 10.4 The Council reserves the right to vary the terms of this Licence at any time. Written notice of any such variation shall be sent to the Licensee.
- 10.5 Any notices to be served by the Council on the Licensee shall be deemed to be properly served if sent by pre-paid post or e-mail addressed to him at the address given above unless the Licensee advises the Council in writing of an alternative address.
- 10.6 In the event of termination, this Licence shall terminate absolutely but without prejudice to any claim the Council may then have against the Licensee.
- 10.7 Notwithstanding any other provision of this Licence, nothing in this Licence confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 10.8 Any dispute regarding interpretation of these terms shall be determined by the Council at its sole discretion.
- 10.9 This licence revokes and supersedes any previous licence between the Council and the Licensee in respect of the Site.

10.10 This Licence shall be interpreted in accordance with English Law and subject to the jurisdiction of the English Courts.

11. Special Conditions

11.1 *For Sites located between the Spa Pavilion Theatre and Arwela Road, Felixstowe*

Dogs are not allowed on the beach between the Spa Pavilion Theatre and Arwela Road between 1 May and 30 September and are therefore prohibited from any Hut on that stretch of beach or its foreshore during that period.

11.2 *For Sites located between Arwela Road and Cobbolds Point, Felixstowe (excluding hut sites 158-207 Undercliff Road East which are permanently sited behind the Promenade)*

11.2.1 The Licensee shall remove the Hut at their own expense from the Site during the week of 30<sup>th</sup> September and place it neatly and without causing damage on the Promenade. Any requirements of Suffolk County Council (as the Highways Authority) must be followed in relation to consideration of the safety and convenience of other users of the promenade. The Hut shall be returned to the Site during the week of 1<sup>st</sup> April or Easter (whichever is the earlier)

11.2.2 Should the Licensee fail to move the Hut in accordance with the preceding sub-clause, the Council reserves the right to do so and recover the reasonable costs of so doing from the Licensee.

12 National Non-Domestic or Business Rates (NNDR)

12.1 The Licence Fee does not include NNDR which will be charged separately.

12.2 The Licensee shall be responsible for payment of NNDR chargeable on the Hut.

12.3 The Council reserved the right to exchange personal data and other information concerning use of the Hut and the Site between its NNDR and Asset Management sections and also in the case of emergencies Suffolk Constabulary.

12.4 Please note that, on sale of the Hut, the sale price must not include all or any part of the NNDR charge