

DATED

2021

LICENCE

relating to

Beach Hut Number MINXX on Land at The Leas Minster on Sea Sheerness Kent

between

SWALE BOROUGH COUNCIL

- and -

XXXXXXXXXXXXXX

Mid Kent Legal Services
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 4HT

Ref: KW/S014508

THIS LICENCE is dated

PARTIES:

1. **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the Council)
2. **XXXXXXXXXXXXXXXXXX** of **XXXXXXXXXXXXXXXXXXXXXXXXXXXX** (the Licensee)

WHEREAS:

The Council is the freehold owner of the land known as The Leas Minster on Sea Sheerness Kent (the Land) which is registered at the Land Registry under title number K947473

The Council has agreed to allow the Licensee to use the Beach Hut (the Beach Hut) which is owned by the Licensee and is situated on part of the Land (the Site) in accordance with the terms and conditions hereinafter contained

NOW THIS DEED WITNESSES as follows:

1. In consideration of the annual licence fee of FOUR HUNDRED AND FOUR POUNDS AND NINETY PENCE (£404.90) payable annually in advance by the Licensee to the Council. The Council HEREBY GRANTS unto the Licensee FULL RIGHT and LIBERTY for the Licensee to use and occupy the Site on which the Beach Hut number MINXX which is situated on the Land as shown edged red on the attached plan beginning on and including the date of this licence for an initial term of three years and thereafter from year to year until the date on which this licence is determined in accordance with clause 3 and subject to the terms and conditions hereinafter contained
2. The Licensees agree with the Council as follows:
 - 2.1 to pay:
 - (a) to the Council the annual licence fee without any deduction the first such payment to be made on the date hereof and then annually thereafter
 - (b) to the Council business rates when demanded by the Council and to pay any other rates taxes duties charges assessments and outgoings whatsoever which are now or which may at any time during the term of this Licence be assessed charged imposed or payable in respect of the Site and the Land
 - (c) to the Council VAT on the yearly sum and any other sum payable to the Council to the extent lawfully due on any sums demanded by the Council
 - 2.2 Not to use the Site or Land otherwise than as a private Beach Hut for recreational purposes ancillary to the use of the adjoining beach
 - 2.3 Not to store or allow to be stored anything in the Beach Hut or on the Land or on the Site other than items ancillary to the enjoyment of the beach.

- 2.4 Not to store on the Land or on the Site or in the Beach Hut any flammable mixtures including gases
- 2.5 Not to keep animals on the Site or in the Beach Hut. Dogs are permitted during the day but must be accompanied by the Licensee at all times and the Licensee must comply with the Councils Dog Control Orders.
- 2.6 No dogs or other animals may be kept in the Beach Hut overnight
- 2.7 Not to use or allow to be used the Beach Hut for sleeping overnight
- 2.8 To use the Beach Hut between the hours of 05:00 and 23:00 only
- 2.9 Not to in any way part with the possession of the key provided by the Council to the Licensee for use by the Licensee only to access the gates and facilities on the Land or the Site and may only be used by the Licensee within the time set out in clause 2.9 of this Licence.
- 2.10 Take full responsibility for the use and holding of the key and not duplicate the key or permit to be duplicated whether or not proved to be within the Licensees knowledge of duplication
- 2.11 Not to place or display any hoarding advertising board posters or pictures on the Beach Hut without the consent of the Council
- 2.12 Not to do or permit 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 other persons using the beach foreshore or promenade or to people passing the Site or the Land
- 2.13 Not to barbecue food in the Beach Hut or on the Land or on the Site
- 2.14 Not to carry on any trade business or profession in the Beach Hut or on the Land or on the Site
- 2.15 Not to deposit or permit to be deposited on the Land or on the Site or any other part of the beach or foreshore belonging to the Council any bottles paper or rubbish or other refuse of any kind and to ensure that any such rubbish or other refuse is removed at all times
- 2.16 To maintain repair and keep in a clean and tidy condition the Land and the Site and the Beach Hut to the full satisfaction of the Council
- 2.17 Apply an appropriate coloured paint or preservative (that has been approved by the Council in advance) to the external elevations of the Beach Hut at least once every two years the first application being made within the first month of the grant of this Licence
- 2.18 To keep the Beach Hut locked and secured and with the Beach Hut number clearly displayed on the front of the Beach Hut
- 2.19 To repair acts of any vandalism in a timely manner (including the removal of any graffiti)
- 2.20 Not to erect any other building or structure on the Land or on the Site or make any alteration or addition to the Beach Hut without the written consent of the Council

- 2.21 To indemnify the Council and keep them indemnified from and against all losses damages actions costs claims demands proceedings and expenses arising from damage to property or death of or injury to any persons either directly or indirectly as a result of this licence
- 2.22 To permit the Council or its duly authorised Officers to enter upon the Land and the Site at all times in order to examine the condition of the Beach Hut to ensure the Licensee is complying with the provisions of this licence
- 2.23 To allow the Environment Agency local coast protection authorities or their agents to enter the Beach Hut in order to inspect or carry out any sea defence works
- 2.24 To be responsible for insuring the Beach Hut and any contents of the Beach Hut against loss or damage by fire and other insurable risks
- 2.25 To advise the Council within one calendar month of any change of address or contact details and pay to the Council an administration fee for recording the change if demanded
3. It is hereby further agreed as follows:
 - 3.1 The Licensees shall not sub-let or part with possession or responsibility of the Beach Hut or the Land or the Site or any part thereof
 - 3.2 If there shall be any breach of these conditions or if the annual licence fee has not been paid within 28 days after the payment was due the Council shall be entitled to terminate this licence and require the removal of the Beach Hut from the Land either:
 - 3.2.1 at any time after 28 days notice has been given of non-payment of the annual licence fee and where the licence fee (or part) remains unpaid;
 - 3.2.2 at any time if the Council has served a notice on the Licensees to remedy any other breach and after 28 days of the notice the breach has not been complied with;
 - 3.2.3 If the Council gives notice of termination the Licensees shall have one month to remove the Beach Hut and its contents and if they fail to do so the Council may, remove the Beach Hut or sell the Beach Hut and its contents (provided it promptly gives notice to the Licensees of its intention to sell and store the contents before doing so) and the Licensees will be liable for any associated costs
 - 3.3 The Licensee may bring this Licence to an end if the Licensee decides to sell the Beach Hut. The Licensee shall submit a request in writing to the Council to transfer this licence. The Beach Hut will then be offered at the Licensee's preferred sale value to members of the public on the Council's waiting list in priority order. An amount equal to three times the annual licence fee or ten per cent (10%) of the sale value whichever is the greatest, will be payable to the Council on completion.
 - 3.4 Upon determination of this licence the Licensees shall remove the Beach Hut from the Land and restore the Land and the Site to their former condition if formally requested to do so by the Council

- 3.5 No claim for rebate of the licence fee shall be made against the Council in the event of the Beach Hut being damaged or otherwise rendered unusable from any cause whatsoever
- 3.6 The Council shall not be responsible for any damage accidental or otherwise that may occur to the Beach Hut or its contents therein or for any injury to the owner or visitors to the Beach Hut
- 3.7 The Council have the discretion to reasonably increase the licence fee which shall have been previously notified in writing to the Licensee pursuant to the Council's annual Fees and Charges review process
- 3.8 Any notice to be served on the Council under the terms of this licence shall be in writing and shall be deemed to be sufficiently served on the Council if sent by first class post addressed to the Leisure and Technical Services Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT or alternatively, to the Council's designated email account at beachhuts@swale.gov.uk
- 3.9 This licence is personal to the Licensees only and the Licensees shall not assign the right hereby granted to any other person
- 3.10 This agreement constitutes a licence only and confers no tenancy or lease upon the Licensees nor shall anything herein contained whether express or implied shall grant to or confer on or be construed as granting to or conferring on the Licensees any estate or interest in the said Land which shall remain in the possession of the Council subject only to the rights hereby granted

This licence has been entered into on the date stated at the beginning of it

SIGNED as a DEED for and on behalf of)
SWALE BOROUGH COUNCIL)

SIGNED as a DEED by the said)
 XXXXXXXXXXXXXXXX in the presence of:)

Witness Signature.....

Witness Name.....

Address.....

.....

.....

Occupation.....