

# NEW FOREST DISTRICT COUNCIL

## BEACH HUT SITE LICENCE CONDITIONS (2016)

\*Conditions updated October 2016 to reflect changes in service structure only

These are the beach hut site licence conditions that apply to the beach hut site licence made between **you** (the licensee) and **us** (the Council).

### Definitions

"assignment fee"	a fee set out in the fees and charges published by us each year payable by you to us for the registration of a change of ownership of the beach hut. The fees and charges published are inclusive of VAT.
"beach hut"	beach hut <b>xxx</b> at <b>xxxxx</b> in respect of which we have granted to you the site licence for your use of the beach hut on the site during the licence period
"current licence fee"	The fee for the beach hut per annum set out in the fees and charges published by us each year (including charges for the ground area, any veranda, decking (fixed or raised based on the ground area when lowered) or steps). The fees and charges published are inclusive of VAT.
"first payment date"	1 <sup>st</sup> April in each year
"licence period"	From year to year commencing on and including the date of the site licence until the date on which the site licence is terminated in accordance with these conditions
"notice"	28 days notice from you in writing addressed to New Forest District Council, Coastal Team, Appletree Court, Beaulieu Road, Lyndhurst SO43 7PA or 28 days notice from us to you in writing addressed to you at your last known address

“repair notice”	Notice describing the serious disrepair or poor condition of the beach hut and specifying the date by which you must rectify the serious disrepair or poor condition, which date shall not be less than 28 days from service of the notice on you.
“shared parts”	In the case of semi-detached beach huts this means the adjoining wall between the huts, in the case of a terrace of beach huts this means adjoining walls and roofs.
“site”	The site on which the beach hut stands
"site licence"	The site licence granted by us to you for the use of the site
"termination charge"	A charge determined by the Council acting reasonably to cover losses and costs to us as a direct result of the termination which losses and costs we have not been able to reduce by the grant of another site licence
“termination notice”	Notice given by the Council to terminate the licence pursuant to clauses 24, 46 or 47
“you” or “your”	The licensee
“variation notice”	Notice given by us to you by 31 January in any year to vary the current licence fee with effect from a date which shall be not less than 28 days from service of that notice on you.
"VAT"	Value added tax at the current rate from time to time payable by you to us on all of the fees payable pursuant to these conditions which are all subject to VAT
“we” or “us” or “our” or “the Council”	New Forest District Council

## **Commencement and Payment**

1. The commencement date for this licence is the 1<sup>st</sup> April 2016
2. You will pay to us the current licence fee on the 1<sup>st</sup> April in each year until the site licence is terminated in accordance with these conditions or alternatively make arrangements with the Council to pay by direct debit.

## **Non-Payment**

3. We may sell all or some of your goods to recover any unpaid current licence fee. We can only do this after giving to you 28 days' notice that we intend to do so. If we do sell any of your goods, and the proceeds from the sale are greater than the amount you owe us, we will pay you any excess amount after taking off the cost of selling the goods. Any such sale will only take place on termination of this Site Licence.

## **Variation of licence fee**

4. We may review and if appropriate vary the current licence fee once annually but only if we give to you the variation notice.
5. If you consider the current licence fee as varied to be excessive you may end the site licence by giving 28 days' notice.
6. If you terminate the licence upon our giving to you a variation notice you will receive from us a pro rata refund of the current licence fee that you paid to us.

## **Other Payments**

7. You must pay any National Non-Domestic Rates payable in respect of the beach hut.

## **Identification Size and Position of beach hut**

8. You will put up or paint on the beach hut the number of the beach hut of which the Council, acting reasonably, shall give you notice and shall do so within 28 days of receipt by you of that notice.
9. You will not erect or allow to be erected on the site any beach hut for which there is no planning permission.
10. You will not increase the ground area of the beach hut (including a veranda, platform, plinth staging, fencing or steps) without the prior written permission of the Council. Any agreed changes to the ground area will result in a proportionate increase in the licence fee as detailed in the Council's fees and charges.

## **Signs**

11. You must not put up or allow anyone else to put up any signs notices advertisements or placards on the beach hut or the site with the exception of security signs which must be approved in advance by the Council's Head of Operations.

## **Rights over the site**

12. You will allow the owners and users of other beach huts and their families and visitors to walk over the site and over the veranda of the beach hut (if any) for the purpose of giving to them access to and from any other beach huts and other sites and you must not fence or enclose

the site so as to impede such access.

### **Repair and Alteration**

13. You will maintain and repair the beach hut and keep the beach hut in good repair and condition.
14. If the beach hut is one of a pair of semi-detached beach huts you and the owner of the other beach hut each have equal responsibility for the maintenance and repair of the shared parts of each beach hut and will share jointly and severally the cost of any maintenance and repair of shared parts.
15. If the beach hut is one of a pair of semi-detached beach huts you must not take away the support that the beach hut gives to the other beach hut.
16. If the beach hut is one of a terrace of beach huts you and the owners of the other beach huts in the terrace each have equal responsibility for the maintenance and repair of the shared parts of each one of the beach huts in the terrace and will share jointly and severally the cost of any maintenance and repair of shared parts.
17. If the beach hut is one of a terrace of beach huts you must not take away the support that the beach hut gives to any other beach hut in that terrace.
18. You must not make any alterations or additions to the beach hut, add any veranda, platform, plinth staging, steps or fences, or remove or replace the beach hut ("works") without the prior permission of the Council, acting reasonably. If you want to apply for permission for proposed works, you must provide to the Council's Head of Operations full details of the proposed works, materials and methods of construction including drawings of at least 1:50 scale detailing the proposed works as the Council shall reasonably require. It is your responsibility to secure planning or any other permission that may be required for the proposed works and you will not carry out the proposed works unless all such permissions have been obtained.
19. If you carry out any works without the Council's permission as required by clause 18, the Council may serve on you notice to requiring the removal of any unauthorised works and the reinstatement of the beach hut and the site to its former condition and/or other works to be carried out as the Council specifies in the notice. The Council may charge you for the cost of carrying out any inspections of the site to ensure you have complied with the requirements of such a notice.

### **Decorative order and condition**

20. You will paint the outside of the beach hut and keep the beach hut in a good decorative order and condition to the satisfaction of the Council, acting reasonably. If you are changing the colour of your beach hut permission for this needs to be obtained by writing to the Council's Head of Operations, acting reasonably and the Council will endeavour to deal with any such request within 10 working days of receipt of the application.
21. You will keep the site and its immediate surrounds clean and tidy and

free from litter and debris to the satisfaction of the Council, acting reasonably.

### **Right of Entry to view condition**

22. Upon any reasonable request by us, you will allow us to enter the beach hut and the site to carry out an inspection for the purpose of establishing whether or not the terms of the site licence are being complied with.
23. If in the opinion of the Council, acting reasonably, the condition of the beach hut is in a serious state of disrepair or poor condition we may give to you a repair notice requiring you to bring the beach hut into a reasonable state of repair and condition. If you disagree with the terms of the repair notice, you may appeal to the Council's Head of Operations within 14 days of the date of the repair notice. The specified period for carrying out the repairs will be suspended pending the outcome of the appeal.
24. If you do not comply with the reasonable requirements of the repair notice:-
  - a) We may carry out the repairs and may recover from you the reasonable costs of doing so;
  - b) We may terminate this site licence by giving to you 28 days' notice.

### **Use**

25. You must not use the beach hut other than as a beach hut.
26. You must not sub-let or hire out the beach hut at any time
27. You must not display for sale or sell anything from the beach hut or the site or allow your family or your visitors to display for sale or sell anything from the beach hut or the site.
28. You must not carry out any trade or business from the beach hut or the site or allow your family or your visitors to carry out any trade or business from the beach hut or the site.
29. Neither you nor your family or your visitors must sleep or allow anyone to sleep in the beach hut between 23:00 hours and 6:00 hours.
30. You will ensure that the beach hut is securely locked at all times when it is not in use and ensure that your belongings on the site are stored inside the beach hut when not in use.
31. Barbeques may be used outside the beach hut with proper care but these must be fully extinguished and removed after use. It is the responsibility of the occupier of the beach hut to safe guard other users of the beach against possible harm caused by barbeques, bonfires etc..

### **Nuisance**

32. Neither you nor your family or your visitors must cause or allow anything to be done in or on the beach hut or on the site that is in the opinion of the Council, acting reasonably, a nuisance or annoyance to the owners or users of any other beach hut in the vicinity of the site.

## **Insurance and Indemnity**

33. We will not insure the beach hut as it is your property. You will be responsible for it and you should make sure that you are adequately insured against any damage or loss which may occur to it and by accepting these Beach Hut Site Licence Conditions you are indemnifying us against any lawful or justified claims made against us by third parties because of the condition of the beach hut or its use or contents or activities that you undertake.

## **Risk**

34. You will be liable for any loss or damage to our property where this loss or damage has been caused by your intentional, reckless or negligent act or this type of act by your family or friends or visitors to the beach hut or to the site.
35. In the absence of any negligence or other breach of duty by us, the location of the beach hut at the site and the use by you of the beach hut and the site is entirely at your own risk. The Council gives no warranty that the site will remain suitable for the purposes for which the licence is granted.
36. The location of the beach hut at the site is at the risk of the licensee. The Council shall not be liable for any damage or injury to person or property or any other loss suffered by you or visitors to the site save where the damage or injury to person or property is caused by the Council's negligence.
37. The site and all common areas (including footpaths, walkways, railings and steps) are the property of the Council. You will be liable for any damage which you or your guests cause to the Council's property (except for fair wear and tear).
38. In case of emergency the Council reserves the right to suspend access to the beach hut and the site without notice.

## **Assignment**

39. If you sell the beach hut and the beach hut is to remain on the site you must assign this site licence to the buyer and pay the assignment fee and give to the Council the name and address of the person to whom the beach hut is sold. This information must be communicated to the Council within 28 days of the sale.
40. The benefit of this site licence may be assigned by you upon any change of ownership of the beach hut but only if you first pay the assignment fee and if the person to whom you wish to assign the site licence accepts the assignment on these conditions and completes the form attached at Appendix 1. The assignment fee will not apply if the beach hut is transferred to the ownership of your spouse/partner or children.
41. If you require any current licence fee that you have paid to be apportioned from the date of the assignment to the 1<sup>st</sup> April you must make this arrangement with the person to whom you sell the beach hut and assign the site licence as we will not make a pro rata repayment to you.

42. The person to whom the beach hut is sold and the site licence assigned will be issued with a site licence in their own name as soon as is reasonably practicable following the registration PROVIDED THAT the Assignment (Transfer) fee has been paid.

### **Change of address or ownership and notices**

43. If you change your address you must give your new address to the Council in writing within 28 days from the date when you changed your address.
44. All notices shall be deemed served:-
- a) in the case of notices to the Council, they are delivered by hand or sent by recorded delivery to New Forest District Council, Coastal Team, Appletree Court, Beaulieu Road, Lyndhurst, SO43 7PA;
  - b) in the case of notices to the Licensee, they are delivered by hand or sent by recorded delivery to the Licensee at the Licensee's last known address.

### **Termination**

45. Without prejudice to any other provision of these licence conditions, if you breach any of the conditions of this licence, and the breach is capable of remedy, the Council will send you a letter requiring that the breach is remedied within a reasonable specified period (being a minimum of 28 days, save in the case of non-payment of licence fees, costs or demands when the minimum period shall be 14 days). If you fail to remedy the breach within the period specified in the notice, the Council may terminate the licence in accordance with clause 47.
46. (Subject to clause 45 in the case of termination for breach of licence conditions), either the licensee or the Council has the right to terminate the site licence by giving to the other 90 days' notice.
47. The Council may terminate this licence with immediate effect:-
- a) If you sub licence or hire out the beach hut or the site or any part of the site;
  - b) If the Council has sent you a letter requiring you to remedy a breach of these conditions and you have failed to remedy the breach within the specified period;
  - c) If you have breached these conditions and in the reasonable opinion of the Council the breach is not capable of being remedied

And if the Council terminates the licence for any of these reasons it will not be obliged to return to you any part of the annual licence fee.

48. If you terminate the site licence for any reason other than by way of assignment to another party (as described in Paragraphs 39 - 42) you will receive from us a pro rata refund of the current licence fee less the termination charge.
49. If the site licence is terminated in the case of a detached beach hut, you

must remove the beach hut and your possessions from the site within 28 days following the termination of the licence unless another site licence is granted by us for the beach hut on the site. If you do not remove the beach hut within 28 days following the termination of the licence, the Council may demolish, remove and dispose of the beach hut and/or any goods on the site at any time after the period of 28 days following the termination of the licence has expired. If the proceeds from any sale are greater than any amount you owe us, we will pay you any excess amount after taking off our costs of sale.

50. If the site licence is terminated in the case of a semi-detached or terraced concrete beach hut, you must vacate the beach hut and remove all your goods from it within 28 days following the date of termination of the licence unless another site licence is granted by us for the beach hut on the site. The Council may remove and dispose of any goods on the site and re-license the site at any time after the period of 28 days following the termination of the licence has expired. If the proceeds from any sale are greater than any amount you owe us, we will pay you any excess amount after taking off our costs of sale.
51. If the beach hut is removed from the site you must leave the site in a clean and tidy condition. Any costs incurred by the Council in the demolition, removal, clearance or reinstatement of the beach hut, the site or your possessions shall be a liability owed by you to the Council and recoverable as a debt.

### **Our Responsibilities**

52. Where there are steps and handrails along any access way to the site we will maintain the access way, steps and hand rails.
53. At least once a year we will clear shingle from the site where the shingle interferes with the use of the beach hut if in the opinion of the Council (acting reasonably) this is necessary.

### **Provisos**

54. The site shall be occupied and used as a licence and no tenancy is to be conferred on the Licensee.
55. For the purposes of the Contract (Rights of Third Parties) Act 1999, the licence is not intended and does not give any third party the right to enforce any of its provisions.
56. Where the Licensee comprises two or more persons, obligations expressed or implied to be made with the Licensee are deemed to be made by or with the Licensee jointly and severally. There shall be no more than 3 Licensees at any time. If there is more than one licence holder, one of the licence holders shall be designated as the lead licence holder for the purpose of serving notices and invoices.
57. Any agreement by the Licensee not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person and without prejudice to the generality of the foregoing the Licensee will at all times be responsible for the behaviour of all persons using the Site.
58. If any provision of this Licence is found to be invalid or unenforceable



such invalidity or unenforceability shall not invalidate the remaining provisions of the Licence.

59. This agreement shall be governed by and construed in accordance with English Law and both parties submit to the exclusive jurisdiction of the English Courts.

60. Where the context admits in the Licence, words that indicate the singular include the plural and vice versa.

**How we use your information**

The information you provide will be stored securely on the Council's database used for the administration of Beach Huts. The Council will use your personal information to provide the services referred to in this agreement and process your payments for these services. The User hereby consents to the information provided in pursuance of this agreement being held by the Council on a computer system. Information may be shared internally and with Hampshire Constabulary for the prevention and detection of crime and you consent to this information being disclosed to the police.

New Forest District Council

EXISTING LICENCE HOLDER(S):

Signed by ----- (Licensee)

NAME:

ADDRESS:

TEL:

EMAIL:

Signed by ----- (Licensee)

NAME:

ADDRESS:

TEL:

EMAIL:

Signed by ----- (Licensee)

NAME:

ADDRESS:

TEL:

EMAIL:

APPENDIX 1

**NEW FOREST DISTRICT COUNCIL**

**BEACH HUT SALE/ TRANSFER (2016)**

**This form is only to be used in the event of sale/ transfer of beach hut owner**

“beach hut”

Beach hut **xxx** at **xxxxx** in respect of which we have granted to you the site licence for your use of the beach hut on the site during the licence period

NAME AND ADDRESS OF EXISTING LICENCE HOLDER:

**NEW LICENCE HOLDER:**  
NAME/ ADDRESS

**NEW LICENCE HOLDER:**  
NAME/ ADDRESS

PHONE  
EMAIL

PHONE  
EMAIL

I, the new licence holder named above accept an assignment to me from the existing licence holder named above of the licence to use the site referred to above on the terms set out in these Beach Hut Site Licence Conditions (2016)

SIGNED .....DATE .....

TO:  
New Forest District Council  
Coastal Team  
Appletree Court  
Beaulieu Road  
Lyndhurst  
SO43 7PA