



**LICENCE FOR THE USE OF A BEACH HUT AT SIZEWELL  
AND CONDITIONS OF HIRE**

This licence is made on .....

Between East Suffolk Council of East Suffolk House, Riduna Park, Station Road, Melton, Suffolk, IP12 1RT (or any statutory successor in title taking over the functions or liabilities of the Council) by the following representative ('The Council') of the one part and

FULL NAME/S: .....

of ADDRESS : .....

('The Licensee') of the one part

WHEREAS the Council is the owner of the beach hut at Sizewell, Suffolk and is willing to permit the licensee to use, as licensee only, a Beach Hut in accordance with the following conditions.

**CONDITIONS**

NOW IT IS HEREBY agreed as follows:

1. In consideration of the annual payment of the licence fee as set out in the table below ('Licence Fee') to be paid in by the Licensee to the Council in accordance with the provisions as set out in Clause 2 hereof the Council permits the Licensee to use as licensee only beach Hut number ..... at Sizewell Suffolk ('The Hut') for a term of 3 years commencing on 1<sup>st</sup> April 2021 and terminating (subject to the provisions of Clause 16 hereof) on 31 March 2024 ('The Licence Period').
2. Unless otherwise agreed in writing by the Council the Annual Licence Fee for each year of the Licence Period (where a year is 1 April – 31 March) including with any properly chargeable VAT subject to production by the Council of a valid VAT invoice is payable on or before 1<sup>st</sup> April as set out in the table below:

Financial Year	2021 / 2022	2022 / 2023	2023/2024
Licence Fee Payable (exclusive of VAT)			

3. The Licence is personal to the Licensee only and is not transferable.

4. The Hut shall be for the private use of the Licensee only. The Licensee shall not sub-let the Hut to any person, persons, company or organisation.
5. The Hut may be used between 0500 and 2400 hours on any day. Between 2400 and 0500 hours, the Hut shall be securely locked and its use or occupation is prohibited.
6. No business activity or use shall take place on, or in, the Hut. No notices, advertisements, etc, shall be affixed to the outside walls of the Hut. Any such notices, advertisements etc, shall be removed.
7. The full Licence Fee is payable in accordance with the provisions of Clause 2. No part of the Licence Fee will be refundable, save as provided by Clause 8 below.
8. If the Licensee is denied access to the Hut by the Council (through no fault of the Licensee), for a continuous period exceeding 4 weeks, the Licensee will be entitled to claim a pro rata refund of the Licence Fee. Any such claim shall be in writing to the Council and must be supported by substantive facts.
9.
  - (a) The use of the Hut, access thereto and the security of its contents, shall be entirely at the Licensee's risk. The Licensee shall fully indemnify the Council against claims, costs and damages howsoever caused arising out of the grant or exercise of this licence. The Licensee is recommended to take out public liability and contents insurance.
  - (b) The Council will provide the Licensee with a key to the Hut. This key shall not be copied or duplicated without the prior written consent of the Council and the key must be returned upon termination of the Licence to: East Suffolk Council, East Suffolk House, Riduna Park, Station Road, Melton, Woodbridge IP12 1RT.
10. Notices shall be validly served on the Licensee if sent by ordinary post addressed to him at his above address or any alternative address advised in writing to the Council by the Licensee.
11.
  - (a) The Licensee shall ensure that no nuisance or annoyance is caused to adjacent hut users or users of the surrounding area by reason of the grant of this Licence.
  - (b) The Hut and its surrounding area shall be kept in a clean and tidy condition. All rubbish and refuse (including tea leaves etc.) shall be deposited in the nearest available rubbish bin or otherwise removed and disposed of in accordance with good practice. Waste water shall be disposed of via a mains drain.
  - (c) The Licensee shall do nothing to jeopardise the Council's insurance of the Hut and shall take necessary precautions to prevent fire. No petrol or other inflammable substances shall be stored within the Hut.
  - (d) The ventilator or ventilators within the Hut shall not be obstructed.
  - (e) The Licensee shall not obstruct the passageways or area surrounding the Hut in any way so as to prevent free access to others.

12.

- (a) The Council reserves the right at all times for an authorised officer of the Council to enter the Hut to inspect, repair, or redecorate it and shall whenever possible give reasonable notice to the Licensee of its intention to so enter.
- (b) The Licensee shall not in any way interfere with, redecorate, disturb or alter the interior or the exterior of the Hut or its fixtures and fittings without prior written consent of the Council. Should any repair, redecoration or reinstatement by the Council be required as a result of breach of this condition, the costs of such reinstatement shall be reimbursed on demand by the Licensee, to the Council, whether or not this licence is terminated before reimbursement is demanded.
- (c) The Licensee shall notify the Council as soon as reasonably practicable if he becomes aware of any defect in the Hut, which may require remedial action.
- (d) The Licensee shall deliver up to the Council, the Hut and its fixtures and fittings in good order and condition upon termination of the Licence.

13.

- (a) For safety reasons or for any reason other than those given in sub-clause (b) below, the Council reserves the right to terminate this Licence either forthwith, or wherever practicable, by giving one month's prior written notice to the Licensee. In this event, provided there are no arrears of the Licence Fee and no breach of conditions herein contained, the Council will if possible, offer another Hut to the Licensee.
- (b) The Council reserves the right to terminate the Licence forthwith and without notice in the event of non-payment of the Licence Fee for all or any part of the Licence Period or in the event of breach of any of the terms herein contained and to re-let the Hut.
- (c) Upon termination of this Licence, the Licensee shall vacate the Hut and remove personal contents. Should the Licensee's personal contents not be removed, the Council may remove the contents and sell or otherwise dispose of them. The proceeds of any such sale may be retained by the Council to reimburse itself for the costs and charges incurred.

14.

In this Licence, unless the context otherwise requires:

- (a) Words importing the masculine gender shall include the feminine and the neuter or vice-versa and words importing the singular shall include the plural or vice-versa.
- (b) Where the Licensee is more than one person, the obligations of the Licensee shall be joint and several.

15.

The Licensee may at any time during the Licence Period upon giving to the Council not less than two months prior written notice terminate this Licence and upon the expiration of such notice the Licensee shall immediately vacate the Hut and this Licence shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of covenant herein contained PROVIDED ALWAYS that in the event of the termination date not being on the 31 March in any year the Council shall be under no obligation to refund

any of the Licence Fee paid by the Licensee to the Council for the year (1 April – 31 March) during which the notice to terminate is served.

IN WITNESS whereof the parties hereto have set their hands to the day and year first before written

Signed by:  
(On behalf of East Suffolk Council)  
in the presence of:

Witness Name:

Witness Signature:

Signed by the said  
(INSERT NAME IN CAPITALS BELOW)

.....

Signature.....

In the presence of: -

Witness Name.....

Witness Signature.....

Witness Address.....

and (if more than one licensee)  
(INSERT 2<sup>ND</sup> NAME IN CAPITALS BELOW)

.....

Signature.....

in the presence of: -

Witness Name.....

Witness Signature.....

Witness Address.....