

## ANNUAL LICENCE

I (The Licensee) accept a licence for the use of the Beach Hut Site No as specified on the Invoice or email/letter notification I have been sent. I will use the Beach Hut Site ('The Hut') during the hours of dawn to dusk at a yearly Licence Fee to be fixed annually by Bournemouth Borough Council ('The Council') and notified to me by the Council in March each year.

1. I, as Licensee hereby agree:

- a). To pay to the Council the Licence Fee on or before the 31<sup>st</sup> of March in each year or strictly in accordance with the deferred payment procedure of which I have been notified.
- b) To pay HM Revenue & Customs non domestic rates each year in accordance with the deferred payment procedure of which I have been notified.
- c). That if the Licence Fee is not paid by the due date in any year, then this Licence will be terminated immediately and I will not be permitted to make further use of the Hut.
- d). To place a Hut on the Site within three months of the date thereof.
- e). To ensure that the Hut complies fully with the specification and colours required by the Council.
- f). To keep the Hut in good repair and in a clean and tidy condition.
- g). To number the Hut as required by the Council.
- h). To remove the Hut from the Site immediately on the termination of this Licence or if the Hut becomes seriously damaged.
- i). To advise the Council immediately of any change in my address.
- j). Not to transfer this Licence to any other person.
- k). To ensure that any person authorised by me to use the Hut complies fully with the terms and conditions of this Licence.
- l). Not to place, affix, display, or permit to be placed, affixed or displayed on or against the Hut any flag, placard, picture, sign writing or anything whatsoever without the prior written consent of the Council.
- m). Not to deposit or allow to be deposited or accumulated any litter or rubbish in or around the Hut, nor to use the drain channels or the surrounding area for the disposal of any litter, rubbish or any other material.
- n). Not to use or permit the use of the Hut other than for leisure purposes ancillary to the use of the seafront, nor cause a nuisance or annoyance to any other person by my actions or omissions or the actions or omissions of anyone else using the Hut.
- o). Not to allow more than six persons to use the Hut or the area in front of and around the Hut at any one time.
- p). Not to place or permit to be placed between the Hut and any adjoining Huts, or beyond the outer edges of the Hut, any item which may cause a nuisance, inconvenience or annoyance to any other person.
- q). Not to keep in the Hut any chairs or other property of the Council.
- r). To pay the Council's reasonable costs incurred in the removal and storage of the Hut if I fail to pay any sums due to the Council or fail to remove the Hut from the Site when notified by the Council.
- s). That the Council may sell the Hut and its contents and to use any monies received to off-set any outstanding debt due from me to the Council if I have not paid the costs referred to in clause (r) within one month of a written request from the Council.

- t). To keep the Council indemnified against any actions, claims, costs, financial losses, demands or expenses in any way arising out of placing, removal or use of the Hut on the Site.
- u) Not to keep in the Hut any Liquefied Petroleum Gas (LPG) cylinder which exceeds a maximum weight of 6kg.
- v) Subject to clause 1.u), not to keep any compressed gas cylinders or flammable liquids in the Hut.
- w) Not to sub let the Hut to any non resident of the Borough of Bournemouth.
2. a) The Council agrees to be primary insurer for the Beach Hut structure against fire, lightning, explosion, impact by aircraft, earthquake, civil commotion and terrorism, up to the maximum sum recommended by the Council's Insurance Adviser and such other perils and sums as the Council may from time to time reasonably insure against and advise the Licensee accordingly. The Council reserves the right to amend the perils as they are available in the insurance market on reasonable terms and at reasonable cost.
- b) You are responsible to pay a standard excess charge of £250 for each and every claim you make in respect of the Council's insurance.
- c) Contents are not the responsibility of the Council.
- d) It is recommended that you consider insurance for the Balance of Risks (where not included in the above listing), contents and legal liability. It is also prudent to make the insurer aware of the covers provided by the Council.
3. Aside from the insurance cover provided under 2a) the Council shall not be responsible for any losses, damage or injury to the Hut or any property belonging to the Licensee, or to any persons arising out of the placing of the Hut on the Site or removal or use of the Hut.
4. The Council and its authorised representatives may upon giving reasonable notice enter the Hut to inspect the condition of the Hut and to ensure that the conditions of this Licence are being observed.
5. The Council may require the temporary or permanent removal of the Hut upon giving reasonable notice.
6. If essential works significantly prevent the use of the Hut during peak periods, an appropriate refund of part of the Licence Fee may be made at the discretion of the Service Director for Tourism.
7. This Licence may be terminated by the Council giving not less than 28 days prior notice to the other and any refund of Licence Fee will be in accordance with the Council's Scale of Charges and Refunds.
8. This licence may be terminated by the Licensee at any time in the months of February & March each year, giving not less than 28 days notice. Terminations at other times of the year will result in the full year fee being payable.
9. Any notice required to be given to the Council in accordance with this Licence must be in writing and sent to the Service Director for Tourism at the Seafront Offices, Undercliff Drive, Bournemouth. BH2 5AA.
10. Any notice required to be given to the Licensee in accordance with this Licence must be in writing and sent to the Licensee's last known address.
11. No vehicle is permitted on the Undercliff Drive when closed to traffic or on the Promenades at any time except with the written permission of the Council, which will only be given on condition that the vehicle is removed from the Undercliff Drive or Promenades by 10am.
12. The Council and its authorised representatives may remove any graffiti from the hut and not be responsible for any damage caused in doing so.
13. This Licence is personal to the Licensee, but if the Licensee dies then their partner or any adult permanently living in their home can continue to occupy the Hut in accordance with the terms of this Licence.
14. The Council shall be under no obligation to provide the Licensee with a Beach Hut Site at another location in the event of this Licence being brought to an end.

I have agreed to this licence electronically, and will do so on an annual basis.



**The Personal information, which you provide will be used for the purpose of administration.** The information will be held in compliance with the Data Protection Act 1998. For further information about how we take care of and use your information please ask for a copy of the Council's Leaflet "Access to your personal information".