

BEACH HUT LICENCE TERMS AND CONDITIONS OF HIRE

Accept a licence for the use of the Beach Hut ('The Hut') from Great Yarmouth Borough Council ('The Council')

IT IS AGREED AS FOLLOWS:

1. The Council grants to the Licensee permission to use the beach hut ("the Hut") at Lower Promenade Gorleston for the pre-booked specified period only
2. The Licensee shall pay in advance to the Council the Licence Fee (inclusive of VAT)
3. That the Hut will only be used by the Licensee (or his/her family).
4. The Hut shall not be transferred, sub-let or offered for use, to others.
5. To only use the Hut for recreational purposes.
6. Not to use the Hut for any trade, business, or profession
7. Not to place or permit to be placed any advertising matter on the Hut.
8. That the Hut will only be used between 8:00AM and sunset. Hire will commence from 10:00am on day of key collection. Keys to be returned by 4:00pm on final day of hire.
9. Not to use or allow to be used the Hut for the purposes of sleeping outside of usage hours.
10. Not to store or allow to be stored anything within the Hut that is not ancillary to its use for recreational purposes.
11. Not to store any highly flammable substances such as petrol, spirits, paints and gas within the Hut.
12. Not to use any fire or naked flame within the Hut.
13. Not to smoke in the Hut or around the immediate area surrounding the Hut.
14. Not to do or permit anything which may cause, or is, a nuisance or annoyance to others.
15. Not to deposit or permit to be deposited in or near the Hut any rubbish nor permit the Hut and/or the surrounding area to become dirty and/or untidy
16. To keep the Hut clean and tidy and the interior of the Hut in good order and condition.
17. To ensure that the Hut is locked at all times when not in use
18. The Licensee shall make no alterations or modifications to the Hut
19. The Licensee shall permit the Council, or its representatives, to enter the Hut at all reasonable times so as to inspect the condition of the Hut and to take such other steps to ensure the observance and performance of this Licence.
20. The Licensee shall make their own arrangements for the insurance of the contents of the Hut against all perils. The Council will not pay any compensation for any losses or damage to the contents of the Hut.
21. The Licensee will indemnify and keep indemnified the Council from and against all actions costs claims demands and liability arising directly or indirectly from the use by the Licensee of the Hut.
22. The Licensee will not place any items, tables, chairs etc on the promenade outside of the Hut
23. If the Licensee defaults under any of the terms and conditions of this Licence the Council will be entitled to immediately terminate this Licence.
24. The notice to terminate shall be deemed to have been properly served if sent by means of ordinary prepaid post to the last known address of the parties.
25. If the Council terminates this Licence for reasons other than breach of the terms and conditions of the Licence the Council shall refund on a pro-rata basis any Licence fee paid.
26. If the Licensee terminates the Licence no refund of Licence Fee will be paid.
27. The termination of the Licence does not prevent the Council from recovering any monies due under this Licence.
28. The Licensee shall on or before the date when this Licence terminates remove the Licensee's property and possessions from the Hut with the exception of any which the Council may have provided and shall leave the Hut in a clean, tidy and presentable condition.
29. If the Licensee fail to do so the Council may remove the Licensee's property and possessions from the Hut and sell or otherwise dispose of them
30. In that event the Council :-
shall not be liable to the Licensee for any loss or damage thereby caused;
may require the Licensee to repay to the Council the costs charges and expenses incurred in removal of the Licensee's property and possessions;

- may sell or otherwise dispose of the Licensee's property and possessions
31. The Council issues this Licence as landlord and nothing in this Licence shall prejudice the Council's position as a local authority.
 32. The Council will be responsible for the maintenance of the Hut.
 33. The Council is entitled to exclusive control and possession of the Hut.
 34. This agreement is issued as a licence and there is no intention by either party to the creation of a tenancy.
 35. Neither the Licensee, nor his/her family, occupying or using the Hut with the permission (express or implied) of the Licensee shall be entitled to any compensation remedy or claim whatsoever against the Council in respect of any loss or damage caused to the Licensee or his/her estate or effects or any other person or person's estate or effects arising out of or in consequence of this Licence.
 36. In the event of any dispute regarding this Licence or its subject matter the decision of the Council shall be final and binding on the Licensee.
 37. No warranty is given by the Council that the Hut is or will remain fit for the purposes intended by this Licence nor for the quiet enjoyment of the Hut.
 38. The Council shall be under no obligation to provide the Licensee with a beach hut at another location in the event of this Licence being brought to an end.
 39. No vehicles are allowed either for access or parking on the lower promenade at any time.
 40. The licensee will be provided with a key to access the amenity building during the period of the licence.
 41. Keys to the Beach Hut belong to Great Yarmouth Borough Council and will be returned by the Licensee to the same point of collection at the end of the hire period at the specified time. Failure to return the keys could result in a late payment charge. The Licensee will not modify or rekey any locks to the Beach Hut, nor make any duplicate keys. In the event of the need for replacement keys or new locks, the Licensee will be charged at the rate of cost.
 42. Any breakages or damage to the Beach Hut must be reported immediately by the hirer to (property@great-yarmouth.gov.uk) and paid for, any damage or breakages found after the hirer has vacated the Beach Hut will be charged at the rate of replacement/repair and the hirer will be invoiced accordingly.
 43. **Out of Hours Emergency Contact**
If you have any issues regarding the hire of a beach hut out of office hours, please call Mark on 07787 362974, Marty on 07917 587029 or John on 07795 428167.

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 2018, Article 6(1)a, 6(1)b. For further information about how we take care of and use your information please see the Council's website under 'Your Council', 'Legal Information', 'Data Protection'.