



DATED

< Date >

LICENCE

OF

BEACH HUT < BH No. >

Between

LANCING PARISH COUNCIL

and

< Primary Licensee Name > (Primary Licensee)

and

< Joint Licensee Name > (Joint Licensee)

and

< Joint Licensee Name > (Joint Licensee)

This licence is dated < Date >

Parties

- (1) **LANCING PARISH COUNCIL** of 96-98 South Street, Lancing, West Sussex, BN15 8AJ **(Council)**
and
- (2) **<Name of Primary Licensee > of < Address > (Primary Licensee)**
- (3) **<Name of Joint Licensee> of <Address> (Joint Licensee)**
- (4) **<Name of Joint Licensee> of <Address> (Joint Licensee)**

1. DEFINITIONS AND INTERPRETATION

In this Licence the following definitions apply:

Beach Hut: The beach hut erected by the Licensee or any previous Licensee on the site.

Site: The licensed plot of land allocated by the Council, known as **<BH No.>**

Licence Fee: The annual sum payable for this Licence, as set by the Council and subject to annual adjustment in line with the Consumer Price Index (CPI) or equivalent official measure.

Licence Period: The duration of this licence until ended under Section 4.

Licensee: All named parties to this Licence, including the Primary and any Joint Licensees. Each is jointly and individually responsible for following its terms.

Primary Licensee: The nominated contact responsible for compliance with this licence and communication with the Council. Any change must be notified to the Council.

2. LICENCE TO OCCUPY

- 2.1 The Council permits the Licensee(s) to use the Site for the purpose of placing and using a Beach Hut for recreational purposes only, subject to the terms of this Licence.
- 2.2 The Licensee(s) shall occupy the Beach Hut as a Licensee, and there is no relationship of landlord and tenant created between the Council and Licensee(s) by this Licence.
- 2.3 The licence to occupy, granted by this agreement, is personal to the Licensee(s) and the rights given may only be exercised by the Licensee(s), but may be transferred in accordance with Section 4.
- 2.4 The Council retains control and possession of the Site and may inspect the hut exterior at any reasonable time. In the event of interior inspection, it will only occur with the Licensee(s) consent, except in emergency or after termination as set out in Section 4.
- 2.5 All Licensees must be aged 18 years and over.

3. LICENSEE'S OBLIGATIONS

The Licensee(s) agrees and undertakes:

- 3.1 To pay the licence fee annually in April within 30 days of invoice. If payment is late, an administrative fee will apply. If still unpaid by 1 July, the Licence will be terminated under Section 4.
- 3.2 To keep the Beach Hut in good repair and condition, clean, tidy and free of rubbish and litter. Weeds must be managed responsibly and seashore plants protected. The Council can offer guidance if needed.
- 3.3 To maintain the exterior in good decorative order, repainting as necessary.
- 3.4 Not to assign, sub-let or otherwise part with the benefit of this licence.
- 3.5 To use the Beach Hut for recreational purposes only. It must not be used for overnight accommodation, business, trade, unlawful activity or to keep animals.

- 3.6 Not to store or use dangerous, illegal or highly flammable substances in or around the Beach Hut. Butane gas cannisters up to 9kg are permitted only if suitable safety measures including fire blanket and extinguisher are in place. Improper use or storage will be treated as a breach and may result in termination under Section 4.
- 3.7 Not to use any barbeques or firepits (including disposable versions) within the Beach Hut or within such distance that damage or nuisance may be caused to neighbouring property or people. All barbeques or firepits must be used and disposed of safely and in accordance with Health and Safety guidance.
- 3.8 To keep the Beach Hut secure to prevent unauthorised access.
- 3.9 To maintain valid insurance covering the hut against all usual risks.
- 3.10 Not to erect or display any advertising or notices (including for sale signs) on the hut or flag, banner or sign which may cause offence or which the Council considers inappropriate.
- 3.11 To respect neighbouring Beach Hut owners and the general public and not to cause nuisance, disturbance or damage.
- 3.12 To observe all reasonable rules issued by the Council.
- 3.13 To permit the Environment Agency and any persons authorised by them to enter the Site at any time for the purpose of carrying out sea defence works or any related works, and to acknowledge that it is the responsibility of the Licensee(s) to move the Beach Hut if so requested by the Environment Agency in connection with such works at no cost to the Council.

4. TERMINATION, TRANSFER AND SUCCESSION

- 4.1 This licence may be terminated by the Licensee(s) by giving not less than three months written notice in accordance with Section 6.
- 4.2 The Council may, at its discretion and at any time but with due notice end this licence. In this case due notice will be a minimum of three months.
- 4.3 The Council may terminate this Licence with immediate effect by written notice in the following circumstances:
 - a) Serious breach of obligations set out in Section 3.
 - b) On non-payment of the Licence Fee after the 1st of July each year.
 - c) If the Beach Hut is used for unlawful purposes.

4.4 Staged Warning System

Where a breach is not considered serious enough to warrant immediate termination under clause 4.3, the Council may apply the following staged warning process before termination.

Stage 1 – Initial Warning

A written warning will be issued in accordance with Section 6 identifying the breach and action required to remedy it within a specified timescale.

Stage 2 – Final Warning

If the Licensees(s) fail to remedy the breach within the time specified in the initial warning, a final warning will be issued stating that failure to comply within a further specified period may result in the termination of the Licence.

Stage 3 – Termination Notice

If the breach remains unremedied following the Final Warning or if further breaches occur within a 12-month period after a final warning has been issued, the Council may terminate the licence by written notice.

The Council reserves the right to move directly to any later stage, including immediate termination under clause 4.2, where the seriousness or repetition of the breach justifies it.

- 4.5 On termination, the Licensee must remove the Beach Hut and belongings within one month unless agreed otherwise. If the hut is abandoned or not removed the Council may remove or dispose of it and recover costs, holding any balance for the Licensee.
- 4.6 In the event of a Licensee's death, the Council will grant a temporary Licence to personal representatives for up to six months while the estate is settled. They may apply for a permanent licence within that time if all personal documents are provided. Surviving Joint Licensees may continue the Licence and must nominate a new Primary Licensee.
- 4.7 In the event of a sale of the Beach Hut the Council must be notified immediately and the Licence may be transferred to a new owner in line with the Council's Beach Hut Selling Policy and provided that:
- a) Both parties notify the Council within 28 days of the sale
 - b) Proof of sale, ID and full contact details of the new owner are provided
 - c) All Licence Fees are up to date, and the required licence change fee is paid.
- The Council will not unreasonably withhold, or delay approval of a transfer made in accordance with this clause.
- 4.8 **IMPORTANT** – The Licence cannot be transferred by the Licensee except in accordance with Clause 4.7. If a Beach Hut is sold or transferred without this process, the Licence will automatically end. The Council is not required to grant a new Licence and may remove the hut. The outgoing Licensee(s) may be liable for any civil claim by the purchaser.

5. LIABILITY AND INDEMNITY

The Council accepts not responsibility for damage to or loss of the Beach Hut or contents from storm, flooding, vandalism or otherwise nor the death or, or injury to the Licensee(s) or invitees to the Beach Hut. The Licensee shall indemnify the Council against claims arising from their use of the hut or site.

6. NOTICES

- 6.1 Notices to the Licensee shall be sent to the postal or email address last provided.
- 6.2 Notices to the Council shall be sent to Lancing Parish Council 96-98 South Street Lancing BN15 8AJ or by email to admin@lancingparishcouncil.gov.uk
- 6.3 Notices sent by first-class post shall be deemed served two working days after posting; those sent by hand deemed served on delivery, and those by email deemed served upon acknowledgement of receipt.
- 6.4 Written notices served by the Council under this Licence may include correspondence relating to payment, breach, warning, or termination and will be validly served if issued as above.
- 6.5 The Licensee(s) must promptly notify the Council of any change of postal address, telephone number or email address.

7. BEACH HUT SPECIFICATION

- 7.1 The Beach Hut must conform to the dimensions of no more than 3.048m x 2.438m (10ft x 8ft) or no less than 2.134m x 1.829m (7ft x 6ft) and the height to the ridge must be a uniform height of 2.483m (8ft). Any covered patio areas must be within these limits and extensions or additions are not permitted.
- 7.2 The roof of the Beach Hut must be double pitched and covered in felt or other waterproof material.
- 7.3 The Beach Hut must be wooden, or of material similar in appearance and in keeping of the character of the surrounding huts. Colours must be white, bright, or pastel; dark colours such as black or brown are not allowed. Roofs must remain the natural colour of the roofing material.

- 7.4 Removeable or retractable decking up to 1.83m (6ft) square is permitted to the front but must be removed or stored when not in use.
- 7.5 A temporary screen or windbreak of canvas or suitable material may be used but must not project more than 1.83m (6ft) from the front and must be taken down overnight.
- 7.6 The number of the Beach Hut must be clearly visible to the rear.
- 7.7 New huts must be placed equidistant between existing adjacent huts.
- 7.8 Existing huts that complied with the terms of a previously signed Licence, but not the current specification may remain. New huts must follow the current specification.
- 7.9 If the Licensee(s) wish to replace or reposition the hut, they must first obtain written consent from the Council's Clerk.

8. SIGNATURES

Name of Authorised Signatory (Parish Clerk):

Signed by Authorised Signatory (Parish Clerk): for and on behalf of
Lancing Parish Council.

Date:

Name of Witness:

Signed by Witness:

Date:

Licensee(s)

The Licensee(s) agree to the terms and conditions detailed in this License.

Name of Primary Licensee:

(1) Signed by the Primary Licensee:

Date:

(2) Name of Joint Licensee:

Signed by the Joint Licensee:

Date:

(3) Name of Joint Licensee:

Signed by the Joint Licensee:

Date: