

BEACH HUT LICENCE TERMS AND CONDITIONS OF HIRE

Accept a licence for the use of the Beach Hut ('The Hut') from The Bolger Family ('The Licensors')

IT IS AGREED AS FOLLOWS:

1. The Licensors 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 Licensors 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. Not to use or allow to be used the Hut for the purposes of sleeping outside of usage hours.
9. Not to store or allow to be stored anything within the Hut that is not ancillary to its use for recreational purposes.
10. Not to store any highly flammable substances such as petrol, spirits, paints and gas within the Hut.
11. Not to use any fire or naked flame within the Hut. Safe use of the provided stoves excluded from this provision.
12. Not to smoke in the Hut or around the immediate area surrounding the Hut.
13. Not to do or permit anything which may cause, or is, a nuisance or annoyance to others.
14. 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
15. To keep the Hut clean and tidy and the interior of the Hut in good order and condition.
16. To ensure that the Hut is locked at all times when not in use
17. The Licensee shall make no alterations or modifications to the Hut
18. The Licensee shall permit the Licensors, or their 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.
19. The Licensee shall make their own arrangements for the insurance of the contents of the Hut against all perils. The Licensors will not pay any compensation for any losses or damage to the contents of the Hut.
20. The Licensee will indemnify and keep indemnified the Licensors from and against all actions costs claims demands and liability arising directly or indirectly from the use by the Licensee of the Hut.
21. The Licensee will not place any items, tables, chairs etc on the promenade outside of the Hut
22. If the Licensee defaults under any of the terms and conditions of this Licence the Licensors will be entitled to immediately terminate this Licence.
23. 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.
24. If the Licensors terminates this Licence for reasons other than breach of the terms and conditions of the Licence the Licensors shall refund on a pro-rata basis any Licence fee paid.
25. If the Licensee terminates the Licence no refund of Licence Fee will be paid.
26. The termination of the Licence does not prevent the Licensors from recovering any monies due under this Licence.
27. 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 Licensors may have provided and shall leave the Hut in a clean, tidy and presentable condition.
28. If the Licensee fail to do so the Licensors may remove the Licensee's property and possessions from the Hut and sell or otherwise dispose of them

29. In that event the Licensors shall not be liable to the Licensee for any loss or damage thereby caused;
 - may require the Licensee to repay to the Licensors 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 Licensors issue this Licence as landlord.
32. The Licensors will be responsible for the maintenance of the Hut.
33. The Licensors are 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 Licensors 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 Licensors shall be final and binding on the Licensee.
37. No warranty is given by the Licensors 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 Licensors 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 Licensors 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 jb@badgerassociates.co.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 Michael on 07976 500095 or Judy on 07854 735297 or Sean on 07816 665047