

Dated:

April 2023

Beach Hut Licence

Relating to the Hut [] Foreshore, West Wittering Beach, West Wittering, West Sussex



THIS LICENCE IS DATED

1st April 2023

PARTIES

- (1) West Wittering Estate Plc incorporated and registered in England and Wales with company number 508519 whose registered office is at Thomas Eggar House, Friary Lane, Chichester, West Sussex PO19 1UF (the **Licensor**); and
- (2) (the **Licensee**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Licence.

1.1 Definitions:

Estate:	all that land and buildings known as West Wittering Estate, West Wittering, West Sussex registered at the Land Registry under Title Number WSX167941 or such reduced or extended area as the Licensor may from time to time designate as comprising the Estate.
Common Parts:	such roads, paths, and other means of access to the Property and the Beach Hut the use of which is necessary for obtaining access to and egress from the Property and the Beach Hut as designated from time to time by the Licensor.
Car Park:	That part of the Estate designated from time to time by the Licensor as a parking area a plan of which is available from the estate office.
Access Way:	That private roadway from the public highway giving access to the Estate and the Car Park.
Competent Authority:	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
Designated Hours:	Between 08:30 and 20:30 or during daylight hours during the year provided that the Car Park is open during these periods whichever the shorter or such other hours as the Licensor in its absolute discretion may determine on 14 days' notice to the Licensee.
Licence Fee:	the amount of £370.83 together with any VAT per annum or such other amount as the Licensor in its absolute discretion may from time to time determine on giving two months' notice expiring on the 1st day of April in each year of the Licence Period.
Licence Period:	the period from and including 1 st April 2023 until the date on which this Licence is determined in accordance with clause 6.

Necessary Consents:	all planning permissions and all other consents, licences, permissions, certificates, authorisations, and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
Permitted Use:	use as a Beach Hut for the purposes of recreation and shelter in conjunction with the use of the beach and for no other purpose whatsoever.
Property:	the land at Hut [] as shown on the plan available from the estate office.
Beach Hut:	the Beach Hut already erected on the Property or the Beach Hut to be erected on the Property by the Licensee in accordance with this Licence or any replacement Beach Hut erected on the property.

- 1.2 Clause, Schedule, and paragraph headings shall not affect the interpretation of this Licence.
- 1.3 A **person** includes a natural person, but not a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this Licence and references to paragraphs are to paragraphs of the relevant clauses and Schedules.
- 1.12 Any words following the terms **including**, **include** for **example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this Licence are joint and several.

- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday, or a public holiday in England.

2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 6, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence; and
 - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property; and
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and permitted sub licensees; and
 - (d) without prejudice to its rights under clause 6, the Licensor shall be entitled at any time on giving not less than 28 days' notice to require the Licensee to transfer their Beach Hut to an alternative Property elsewhere within the Estate and the Licensee shall comply with such requirement.

3. LICENSEE'S OBLIGATIONS

- 3.1 The Licensee agrees and undertakes:
- (a) to pay:
 - (i) to the Licensor the Licence Fee, payable without any deduction in advance, on the 1st of April in each year of the Licence Period together with such VAT as may be chargeable on the Licence Fee; and
 - (ii) to the relevant authority the council tax or other rates assessed on the Property and the Beach Hut;
 - (b) to erect (if one does not already exist) a Beach Hut of a type and design to be approved by the Licensor within one month of the date of this Licence and thereafter during the Licence Period to maintain the Beach Hut in a good safe and substantial state of repair, condition and decoration; and
 - (c) to keep the Property and the Beach Hut clean, tidy and clear of rubbish; and
 - (d) not to use the Property or the Beach Hut other than for the Permitted Use; and
 - (e) not to use the Beach Hut as living accommodation or sleeping accommodation; and
 - (f) not to carry on any trade, business or commercial enterprise from or in relation to the Property or the Beach Hut; and

- (g) not to let or rent the Property or the Beach Hut or use or occupy the Property or the Beach Hut in relation to any business or commercial enterprise and without prejudice to the generality of this clause, not to market the Property or the Beach Hut for let, rent, use or occupation on any social media site, website or in any other media for any such purpose; and
- (h) not to make any alteration or addition whatsoever to the Property; and
- (i) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or on the Beach Hut; and
- (j) not to erect any visible wireless apparatus aerials satellite dishes on the Property or on the Beach Hut; and
- (k) not to construct any patio or decking area in front of the Beach Hut unless such an area already exists then the Licensee must maintain the area in good and substantial repair and decoration during the Licence Period; and
- (l) not to bring onto the Property or store on the Property or any on area adjacent to the Property or anywhere on the Estate any dangerous object or any equipment including but not limited to sailboards, surf boards windsurfers, canoes or kayaks; and
- (m) not to launch any sea going vessel of any sort from the Estate other than from any area that the Licensor has specifically designated for that purpose and then only in accordance with the rules and regulations of the Licensor in this respect; and
- (n) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to licensees, tenants or occupiers of the Estate or any owner or occupier of neighbouring property; and
- (o) not to cause or permit to be caused any damage to:
 - (i) the Property, the Estate the Car Park the Accessway or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Estate or any neighbouring property; and
- (p) not to obstruct the Car Park, the Accessway or Common Parts, make them dirty or untidy or leave any rubbish on them; and
- (q) not to apply for any planning permission in respect of the Property; and
- (r) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and the Estate from time to time; and
- (s) not to impede in any way the Licensor, its officers, servants, employees and agents in relation to the Licensor's management of the Estate and to observe all safety precautions imposed by the Licensor in relation to the use of the Estate, the Estate facilities including the Car Park, Accessway and the beach; and

- (t) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property, the Estate, Car Park, Accessway and the Common Parts; and
- (u) to leave the Property in a clean and tidy condition and to remove the Licensee's Beach Hut and all furniture equipment and goods from the Property at the end of the Licence Period; and
- (v) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this Licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;
- (w) Not to bring onto, or store any oil gas or other inflammable material on the Property other than with express permission in writing from the Licensor; and only to use portable (but not disposable) barbecues when and where permitted to do so by the Licensor; and to take all necessary steps to use such barbecues safely and securely to prevent the spread of fire to the Estate; and
- (x) to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this Licence within fourteen days of the due date (whether formally demanded or not); and
- (y) the Beach Hut is a personal chattel owned by the Licensee and the Licensee must maintain its own insurance for the Beach Hut and any contents in the Beach Hut, the Licensor is not liable for any damage to or destruction of the Beach Hut or any of its contents; and
- (z) the Licensee shall notify the Licensor from time to time in writing by post to West Wittering Estate Plc, Pound Rd, West Wittering, Chichester PO20 8AJ or by email to info@westwitteringbeach.co.uk the full names and addresses and contact numbers and email addresses of the Licensee and any sub licensee.

4. SUB LICENSING

The Licensee may grant a sub licence of the Property during the Licence Period provided that:

- 4.1 the sub licence shall be for a minimum period of two months and;
- 4.2 the sub licence shall oblige the sub licensee to observe all the Licensee's obligations in this Licence; and
- 4.3 the sub licence shall be substantially in the form of the sub licence set out in the appendix unless otherwise agreed with the Licensor; and
- 4.4 the sub licence may only be granted to an individual person or persons but not a corporate or unincorporated body (whether or not having separate legal personality); and

4.5 the Licensee shall provide a copy of the sub licence to the Licensor within seven days of the grant of the sub licence.

5. SALE OF BEACH HUT

5.1 The Beach Hut belongs to the Licensee.

5.2 The Licensee may sell the Beach Hut but the Licensee cannot transfer the Licence to the new owner of the Beach Hut.

5.3 At least one month prior to completion of the sale of the Beach Hut the Licensee should submit full details of the proposed sale including the full name and contact details of the proposed buyer to allow the buyer to apply to the Licensor for the grant of a new licence to occupy the Property. If the Licensor agrees to grant a new licence to the proposed buyer, the Licensor and the buyer shall enter into a new licence on completion of the sale of the Beach Hut.

5.4 The Licensee or the buyer must pay the Licensor's administration fee for dealing with the new licence application which will be £75 or such other reasonable fee determined from time to time by the Licensor prior to the new licence being granted.

5.5 The Licensor will not refund any part of the annual licence fee to the Licensee if the Licensee sells the Beach Hut.

5.6 The Licensor will not grant a new licence to a corporate or unincorporated body (whether or not having separate legal personality).

6. TERMINATION

6.1 This Licence shall end on the earliest of:

- (a) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3; and
- (b) the date on which the Licensee sells or transfers ownership of the Beach Hut; and
- (c) the expiry of not less than eight weeks' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

6.2 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.

6.3 The Licensor shall be under no obligation to grant a new licence to the Licensee or to the owner of any Beach Hut.

7. NOTICES

7.1 Any notice or other communication given to a party under or in connection with this Licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Licence or as notified in writing by one party to the other party from time to time.

7.2 If a notice or other communication complies with the criteria in clause 7.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice or other communication is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7.4 A notice or other communication given under this Licence is not valid if sent by e-mail or fax.

8. NO WARRANTIES FOR USE OR CONDITION

8.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

8.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

8.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this Licence as to any of the matters mentioned in clause 8.1 or clause 8.2.

8.4 Nothing in this clause shall limit or exclude any liability for fraud.

9. LIMITATION OF LICENSOR'S LIABILITY

9.1 Subject to clause 9.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its guests, tradesmen or other invitees to the Property; or
- (b) damage to the Beach Hut and any property of the Licensee or that of the Licensee's guests, tradesmen or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's guests, tradesmen or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2;
- (d) any damage to or loss of the Beach Hut or loss of any rights over the Property from inundation by the sea, coastal erosion or ground movement and for the avoidance of any doubt the Licensor is not liable to undertake any coast protection works to provide protection to the Beach Huts.

9.2 Nothing in clause 9.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

10. THIRD PARTY RIGHTS

This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

11. GOVERNING LAW

This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.

This Licence has been entered into on the date stated at the beginning of it.

SCHEDULE 1 - Rights granted to Licensee

1. The right for the Licensee in common with the Licensor and all others so authorised by the Licensor so far as is not inconsistent with the rights granted, to use during the Designated Hours:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property and the Beach Hut as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 To erect and thereafter retain a Beach Hut on the Property.
 - 1.3 To use the facilities provided by the Licensor on the Estate.
 - 1.4 To park one private, taxed, insured and mot'd vehicle which has been pre-registered with the Licensor in the Car Park whilst using the Property and the Beach Hut.

APPENDIX

(Sub Licence Pro Forma)

Signed by [NAME OF OFFICER]

for and on behalf of West Wittering Estate Plc

.....

AUTHORISED OFFICER

Signed by [Name of Licensee}

.....

Licensee