

## Standard Beach Hut Tenancy of a Beach Hut site

THIS AGREEMENT is made on

BETWEEN

- (1) **Canterbury City Council** of Military Road Canterbury Kent CT1 1YW ('the Council') and
- (2) **???** of **???** ('the Tenant')

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

- 1.1.1 **'Annual Adaptation Rent'** means the additional annual rent payable for any site area occupied by the Beach Hut in excess of the site specified by the Specified Design (including permitted access) after the carrying out of an approved adaptation and calculated on the same rate per square metre or part square metre as the Rent and subject to the provisos in clause 7.2.
- 1.1.2 **'Beach Hut'** means the beach hut (including any wooden base) owned by the Tenant and constructed on the Site in accordance with the terms of this tenancy agreement including all approved adaptations made during the Term.
- 1.1.3 **'Beneficiary'** means a person who inherits the Tenant's assets following the Tenant's death.
- 1.1.4 **'Close Relative'** means one or more members of the Tenant's family limited to a mother, father, son, daughter, stepson, stepdaughter, spouse, civil partner (or a person with whom the Tenant has co-habited with for more than five years continuously), brother or sister.
- 1.1.5 **'Interest Rate'** means the rate of 3% a year above the base lending rate of Nat West Bank.
- 1.6 **'Rent'** means the annual rent inclusive of any applicable VAT payable for the occupation of the Site initially £**???** per year and thereafter as set by the Council within its charging arrangements in its annual revenue budget plus any Annual Adaptation Rent.
- 1.1.7 **'Service Media'** means all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
- 1.1.8 **'Site'** means the site on which beach hut number **???** at **???** is situated as identified edged red on the plan attached as part of Schedule 2.
- 1.1.9 **'Specified Design'** means the specifications, plans and drawings (including measurements) of the Beach Hut including the guidelines ("the Guidelines") for any necessary steps required for access to the Beach Hut as specified and previously approved in writing by the Council's Head of Community Development and Outdoor Leisure and attached as part of Schedule 2.
- 1.1.10 **'VAT'** means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

## 1.2 **Interpretation**

- 1.2.1 Where the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally (this means e.g. that the persons will each be liable for all sums due under this agreement and not just a proportionate part).
- 1.2.2 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa.
- 1.2.3 A reference to the Council's Head of Community Development and Outdoor Leisure shall include the holder of such other post that may have in future replaced that post.

## 2. **AGREEMENT TO LET**

The Council agrees to let and the Tenant agrees to take the Site for the term of one year beginning on and including 1 April 2014 and ending on 31 March 2015 and thereafter from year to year ("the Term") at the Rent until determined by nine months written notice by the Council or the Tenant excepting and reserving to the Council the Reservations set out in Schedule 1.

## 3. **COMPLIANCE WITH TENANCY AGREEMENT**

The Tenant and the Council agree with each other to comply with the requirements of this tenancy agreement.

## 4. **RENT**

### 4.1 **Obligation to pay**

The Tenant must pay the Rent by

- 4.1.1 one payment in advance to the Council, the first payment being made on *1 April 2014*, or within 28 days of receiving the invoice for the Rent from the Council whichever is the later OR
- 4.1.2 with the written agreement of the Council which shall not be unreasonably withheld or delayed by ten equal monthly instalments commencing on 1 April 2014 or within 28 days of receiving the invoice for the Rent from the Council whichever is the later

### 4.2 **Interest on sums not paid**

- 4.2.1 The Tenant must pay interest at the Interest Rate on any Rent or other payment lawfully due under this tenancy agreement that is not received by the Council within 28 days after the payment was due. This interest is payable from the date on which payment of the Rent or other payment was due to the date of actual payment both before and after any court judgment.
- 4.2.2 Should interest become due the Council will notify the Tenant in writing of the interest due at the date of notice and as well the daily rate at which the interest will continue to accrue until the date of payment.

5. **OUTGOINGS**

The Tenant must pay the rates, taxes, assessments and outgoings imposed or charged by law on the Site or on the owner or occupier of it during this tenancy agreement.

6. **CONSTRUCTION AND REPAIR**

6.1 If there is no Beach Hut constructed on the Site at the date of this tenancy agreement or if the Tenant wishes to replace an existing Beach Hut, the Tenant shall promptly construct or procure construction of the Beach Hut on the Site in accordance with the Specified Design and complete the construction works within six months from the date of this tenancy agreement.

6.2 The construction works shall be carried out:

6.2.1 in a good and workmanlike manner in accordance with the Specified Design.

6.2.2 in compliance with all legislation and with any requirements and codes of practice of any local, public, statutory or other competent authority; and

6.2.3 to the reasonable requirements of the Council's Head of Community Development and Outdoor Leisure.

6.2.4 The Council shall have the right to inspect the construction works on completion of the Beach Hut to ensure they comply with the terms of this tenancy agreement and if those works do not comply, the Tenant shall promptly undertake and complete any further works required to the Beach Hut to the satisfaction of the Council's Head of Community Development and Outdoor Leisure.

6.3 If the construction of the Beach Hut has not been completed in accordance with the provisions of clause 6.2 within six months from the date of this tenancy agreement the Council's Head of Community Development and Outdoor Leisure shall give to the Tenant 14 days notice to complete the construction of the Beach Hut in accordance with the provisions of clause 6.2 and if the construction of the Beach Hut is not so satisfactorily completed before the expiry of such notice the Term shall upon the expiry of such notice immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

6.4 The Tenant must keep the Beach Hut in good repair. The obligation to keep in good repair includes putting in tenantable repair at the start of this tenancy agreement if there is an existing lack of repair as well as cleaning and painting all the previously painted or varnished parts of the Beach Hut as and when necessary.

6.5 If following an inspection by the Council of the exterior of the Beach Hut the Council require works to be undertaken in order to comply with the terms of this tenancy agreement the Council will give the Tenant written notice of those works and the Tenant shall carry out or procure that the works are carried out as soon as reasonably practicable but without any unnecessary delay and inform the Council's Head of Community Development and Outdoor Leisure in writing promptly following completion of the works to enable the Council to re-inspect.

## 7. ADAPTATIONS

- 7.1 The Tenant must not make structural or other adaptations to the Beach Hut without the Council's written consent.
- 7.2 The Annual Adaptation Rent will be charged unless
- 7.2.1. any adaptation is reasonably required by the Tenant or a Close Relative with mobility restrictions to gain access to the Beach Hut Provided That prior written permission for the adaptation is granted by the Council and the Tenant shall produce reasonably satisfactory evidence of such mobility restrictions within 28 days following a request by the Council for that evidence, Provided That such request will be made not more than once in any year.
  - 7.2.2. the particular geography of the Site requires an adaptation to gain access to the beach hut and this is agreed in writing with the Council.
  - 7.2.3. for the avoidance of doubt no adaptation fee will be charged for steps to access the beach hut provided either
    - 7.2.3.1 such steps are within the Guidelines or
    - 7.2.3.2 the Council's prior written consent for such steps has been given

## 8. SECURITY, ACCESS AND INSPECTION

- 8.1 The Tenant will keep the Beach Hut securely locked when not in use.
- 8.2 It is the responsibility of the Tenant to keep the Council's Head of Community Development and Outdoor Leisure informed of the correct name address and telephone number of Tenant and any the key-holder.
- 8.3 The Tenant shall not access the beach, promenade or grass verges with a vehicle without obtaining the prior consent of the Council's Head of Community Development and Outdoor Leisure.
- 8.4 The Council will make all reasonable efforts to ensure that the external condition of the Beach Hut is inspected each year.

## 9. ASSIGNMENT

- 9.1 The Tenant shall not assign this tenancy agreement without the consent of the Council such consent not to be unreasonably withheld or delayed.
- 9.2 The Council and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Council may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:
- 9.2.1 there is outstanding Rent or other sums due to the Council or other material breach of the Tenant's obligations under this tenancy agreement or the Council's reasonable fees in connection with this assignment are not met and
  - 9.2.2 the assignee is in the reasonable opinion of the Council not a person who would be able to comply with their obligations under this tenancy agreement and

- 9.2.3 the assignee is a resident of a country outside the United Kingdom where there is no treaty for mutual enforcement of judgements between the United Kingdom and that country and
- 9.2.4 the assignee is a limited company or a limited partnership or an individual or organisation involved in the commercial letting or operation of beach huts\* and
- 9.3 No fee in connection with an assignment will be charged by the Council if that assignment is to a Beneficiary
- 9.4 Nothing in this clause shall prevent the Council from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

## 10. **USE AND NUISANCE**

### 10.1 **Permitted Use**

The Tenant must use the Site and the Beach Hut erected thereon for the purpose of private beach related recreational and leisure activities only.

### 10.2 **Restrictions on Use**

The tenant must not sub-let the Beach Hut or advertise to sub-let the Beach Hut

10.3 The Tenant must not use the Site or the Beach Hut erected thereon:

10.3.1 for any trade, profession, business, manufacture or occupation of whatever nature or for any illegal or immoral act or purpose.

10.3.2 for residential purposes to sleep in overnight or to keep any animal, bird or reptile in or on it overnight

10.3.3 in a manner which creates a nuisance, damage or annoyance to the Council or any tenants or occupiers of any adjoining premises;

10.3.4 to store or dispose of refuse except in suitable covered containers with all refuse being removed from the Site and Beach Hut by the Tenant;

10.3.5 to obstruct or misuse any access to the Beach Hut or the Site, the promenade or grass verges;

10.3.6 to discharge hazardous materials, oil, grease or any other deleterious materials into or from the Beach Hut or the Site;

10.3.7 to store any petrol or other specifically inflammable combustible explosive or dangerous substance on or in the Beach Hut or the Site Provided That the Tenant is permitted to store and use a calor gas stove or refrigerator or equivalent for the use of cooking heating or cooling food but only for the Tenant's personal use.

### 10.4 **Signs and advertisements**

10.4.1 The Tenant is to keep the Site number allocated clearly displayed on the Beach Hut.

10.4.2 If the Tenant wishes to sell his Beach Hut or assign this Tenancy Agreement he may display on the Beach Hut one A4 size advertisement with the relevant details

10.4.3 Other than as permitted or required by clause 10.4.1 and 10.4.2 the Tenant must not fix or display any sign advertisement notice poster or other display on the Site or Beach Hut

10.5 **Awnings Masts etc**

The Tenant must not affix or erect any awning mast aerial or satellite dish to or on the Site or the outside of the Beach Hut without the written consent of the Council's Head of Community Development and Outdoor Leisure.

10.6 **Fire precaution and health and safety requirements**

The Tenant must comply with all requirements and reasonable recommendations of any public authority relating to fire prevention and fire precaution and the Council's reasonable health and safety requirements.

10.7 **Statutory obligations generally**

The Tenant must comply with all the requirements of any legislation (and any other obligations imposed by law or by any byelaws) applicable to the Site or Beach Hut.

11. **GIVING BACK POSSESSION AT THE END OF THE TERM**

The Tenant must give vacant possession of the Site back to the Council at the end of this tenancy agreement, in tenable repair and in accordance with the Tenant's obligations contained in this tenancy agreement

12. **QUIET ENJOYMENT**

The Council must permit the Tenant peaceably to hold and enjoy the Site during the Term without any interruption or disturbance from or by the Council

13. **PUBLIC LIABILITY INSURANCE**

The Tenant is to maintain public liability insurance in relation to his use of the Site for a minimum cover of at least five million pounds for any one event or series of events and this sum shall be reviewed from time to time. The Tenant shall provide a copy of the insurance policy if requested by the Council but the Tenant need not provide this if the Council requests it more than once in any year.

14. **RE-ENTRY AND FORFEITURE**

14.1 If and whenever during the Term

14.1.1 the Rent or any one of the instalments of the Rent is unpaid for 28 days after becoming due, or

14.1.2 there is a breach by the Tenant of any material obligation or other term of this tenancy agreement which has not been remedied by the Tenant following the service of a notice from the Council giving him 28 days notice to do so,

14.1.3 the Council may at any time thereafter re-enter the Site at which point this tenancy agreement shall cease but this shall not affect any rights or remedies that may have accrued to the Council against the Tenant or to the Tenant against the Council in respect of any breach of this tenancy agreement

## 15 **TENANT'S PROPERTY**

15.1 Following the termination of the tenancy agreement the Council may, remove the Beach Hut or sell the Beach Hut and its contents (provided it promptly gives notice to the Tenant of its intention to sell and store the contents for three months before doing so). and shall be under no liability in respect of the safety of the materials or contents of the Beach Hut nor for any damage which may be caused to the Beach Hut or the contents consequent upon any action it may reasonably take under this clause (except to forward the balance of the proceeds of any sale to the Tenant after deducting the reasonable costs of removal and sale and all other sums due to the Council).

15.2 In the event of the Beach Hut not being sold or the proceeds of sale being insufficient to discharge the cost of removal and any other sums due to the Council then the Council will recover the same as a debt due from the Tenant to the Council.

15.3 The powers of sale hereby conferred upon the Council shall be in addition to any other statutory or common law powers or remedies, which the Council may have for the recovery of debt.

## 16. **NOTICES**

Any notice to be given to the Tenant shall be in writing and shall be sufficiently served if sent by pre-paid post to the Tenant's last known address or where the notice is returned to the Council as undeliverable affixed to any portion of the Hut or Site and any notice to be given to the Council shall be served upon the Head of Community Development and Outdoor Leisure at Military Road Canterbury Kent and shall be sufficiently served if sent by pre-paid post to that address.

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

## SCHEDULE 1 THE Reservations

1. The following rights are excepted and reserved from this tenancy agreement to the Council for the benefit of the Council's neighbouring property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Council acquires an interest during the Term ("the Reservations")
  - 1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term ;
  - 1.2 the right to use and to connect into Service Media at the Site which are in existence at the date of this tenancy agreement or which are installed or constructed during the Term;
  - 1.3 at any time during the Term, the full and free right to develop the Council's neighbouring property and any neighbouring or adjoining property in which the Council acquires an interest during the Term as the Council may think fit;
  - 1.4 the right to re-route any Service Media at or serving the Site or re-route any means of access to or egress from the Site  
  
notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Site or loss of amenity for the Site
2. The Council reserves the right upon prior notice except in an emergency to enter the Beach Hut and the Site and if necessary to remove the Beach Hut from the site:
  - 2.1 to repair, maintain or replace any Service Media or structure relating to any of the Reservations
  - 2.2 to view the state and condition of the Beach Hut or the Site;
  - 2.3 to carry out any repairs to the Site or the Beach Hut that are necessary by virtue of the Council's responsibilities under this tenancy agreement or by law or to any adjoining property that can only be carried out by having access to the Site or the Beach Hut constructed thereon;
  - 2.4 to inspect with interested parties prior to the end of the Term following a Tenant's breach under Clause 14 with a view to proposed sale or letting and to fix and retain in a reasonable position Site or the Beach Hut constructed thereon a board advertising the Site for sale or letting.
  - 2.5 for any other purpose mentioned in or connected with:
    - 2.5.1 this tenancy agreement;
    - 2.5.2 the Reservations; and
    - 2.5.3 the Council's interest in the Site.
3. The Reservations may be exercised by the Council and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Council.

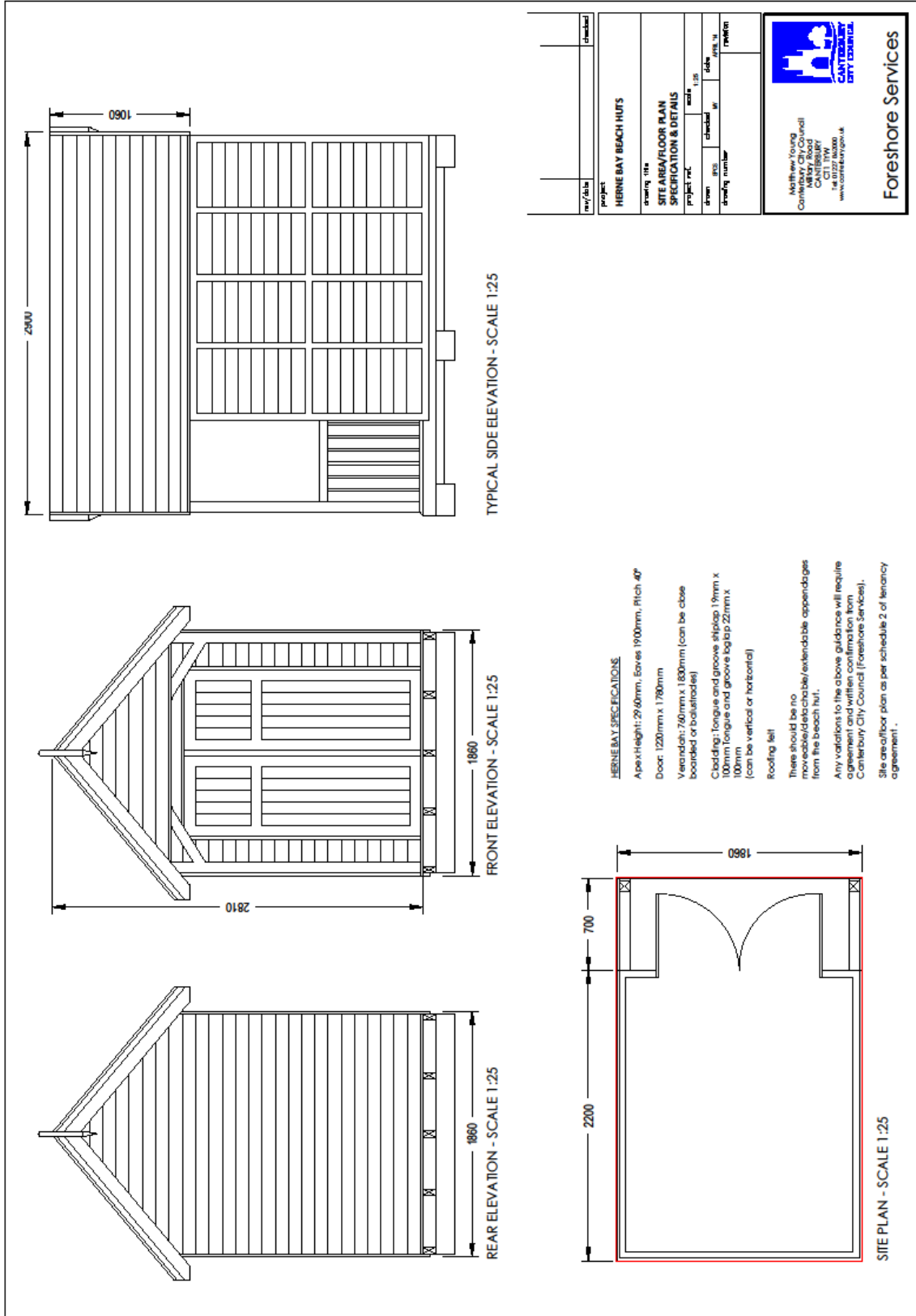


4. The Tenant shall allow all those entitled to exercise any right to enter the Site, to do so with their workers, contractors, agents and professional advisors, and to enter the Site at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
5. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any other person at the Site for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
  - 5.1 physical damage to the Site; or
  - 5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Council from excluding liability.

SAMPLE

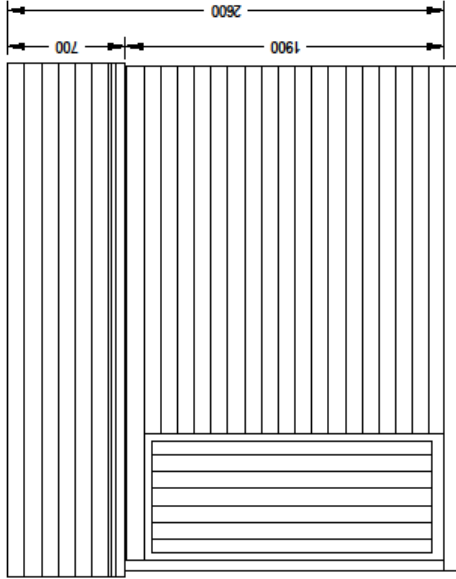
## SCHEDULE 2 SPECIFIED DESIGN

Agreed design and site plan and the Guidelines for steps

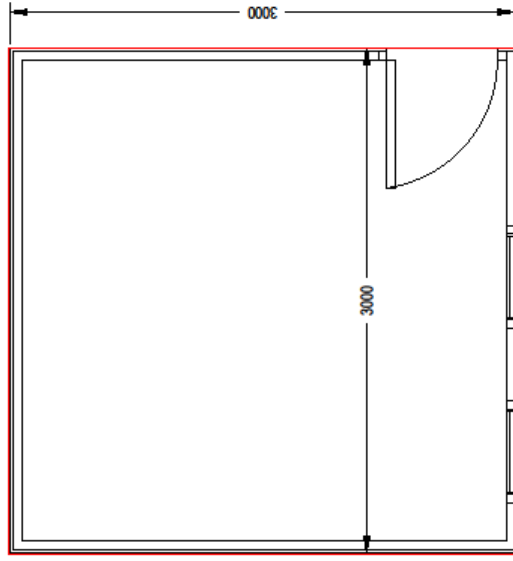


**TANKERTON SPECIFICATIONS**

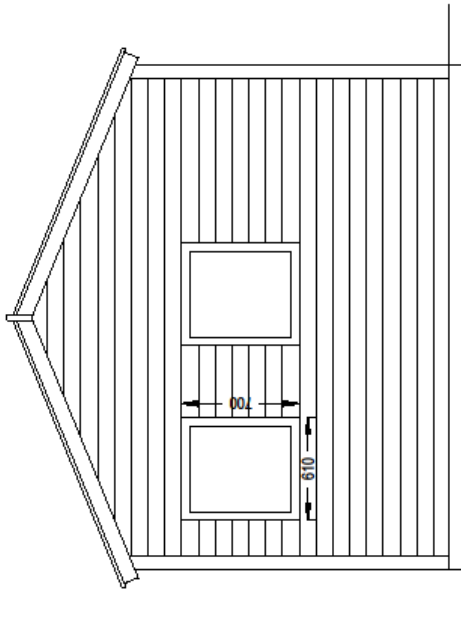
- Apex Height: 2500mm Eaves 1900mm, Pitch 22°
- Door: Door should be located on the right side elevation and open inward (760mm x 1800mm)
- Cadding: Tongue and groove shiplap 19mm x 100mm Tongue and groove loglap 22mm x 100mm (can be vertical or horizontal)
- Roofing felt
- Steps: These should lead directly to the door (no turn).
- Shutters: Up to a maximum of two drop down shutters, on the front elevation only. The size of each opening down shutter should be no greater than 1400mm x 840mm high. These should be located 945mm above the floor.
- Windows: On the front elevation only, up to a maximum of two and be no greater than 760mm high x 610mm wide.
- There should be no moveable/detachable/extendable appendages from the beach hut.
- Any variations to the above guidance will require agreement and written confirmation from Canterbury City Council (Foreshore Services). Site are off/for plan as per schedule 2 of tenancy agreement.



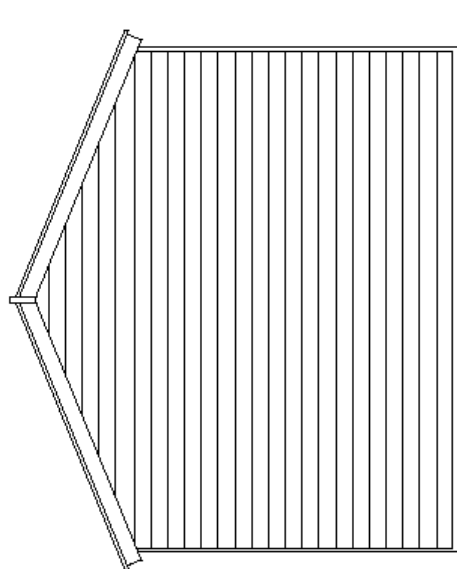
RIGHT SIDE ELEVATION - SCALE 1:25



SITE PLAN SCALE 1:25



TYPICAL FRONT ELEVATION - SCALE 1:25



TYPICAL REAR ELEVATION - SCALE 1:25

rev./date	checked
<b>PROJECT</b>	
TANKERTON BEACH HUTS	
HO VEBANDA	
drawing title	
SITE AREA/FLOOR PLAN	
SPECIFICATION & DETAILS	
project no.	scale
drawn	checked
date	date
drawing number	revision

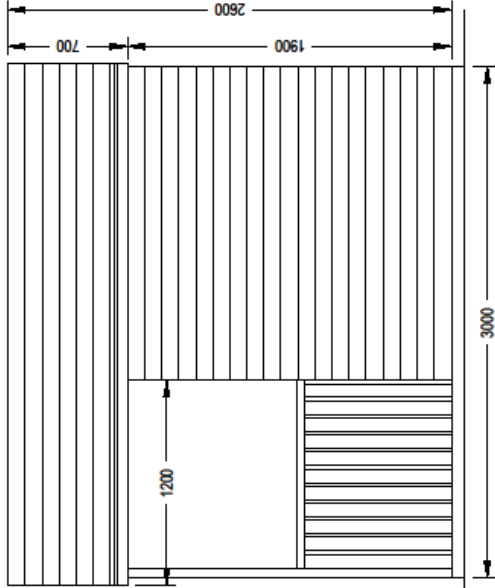


Matthew Young  
 Canterbury City Council  
 Military Road  
 Christchurch  
 CT1 1TW  
 Tel: 01222 833000  
 www.canterbury.govt.nz

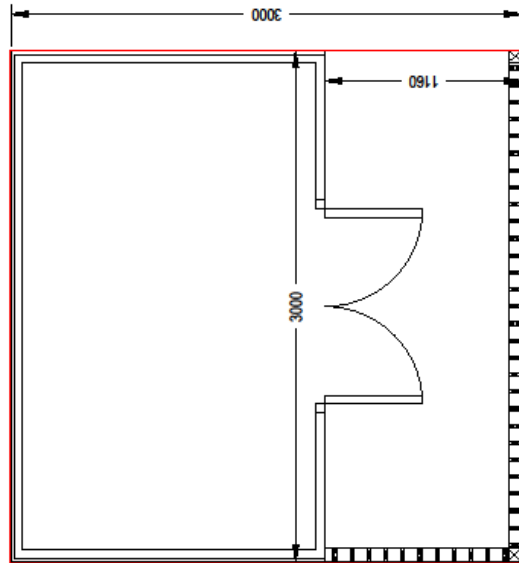
**Foreshore Services**

**TANKERTON SPECIFICATIONS**

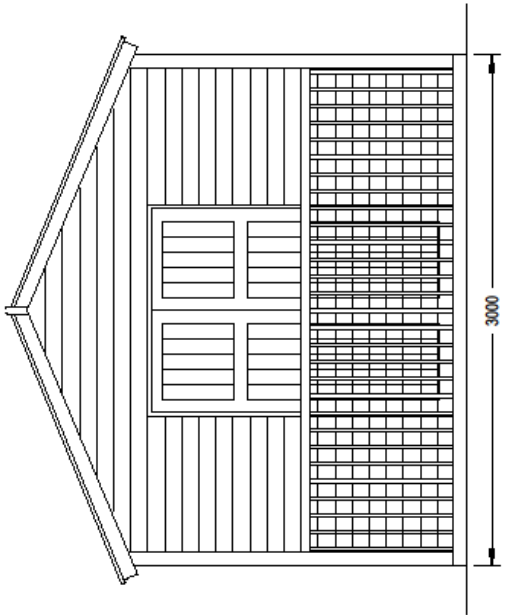
- Apex Height: 2990mm Eaves 1930mm, Pitch 22°
- Door: This should be located on the front elevation and centrally located. Single 760mm x 1800mm or double 1345mm x 1780mm.
- Verandah: 760mm x 1830mm (can be close boarded or balustraded)
- Cladding: Tongue and groove ship lap 19mm x 100mm tongue and groove log lap 22mm x 100mm (can be vertical or horizontal)
- Roofing felt
- Steps: These should lead directly to the right end of the veranda (no turn)
- Windows: On the front elevation only up to a maximum of two and be no greater than 760mm high x 610mm wide.
- There should be no moveable/detachable/extendable appendages from the beach hut.
- Any variations to the above guidance will require agreement and written confirmation from Canterbury City Council (Foreshore Services).
- Site area/floor plan as per schedule 2 of tenancy agreement.



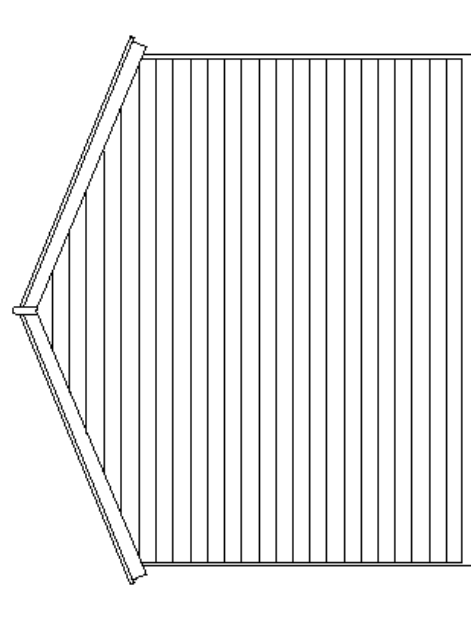
RIGHT SIDE ELEVATION - SCALE 1:25



SITE PLAN - SCALE 1:25




TYPICAL FRONT ELEVATION - SCALE 1:25



TYPICAL REAR ELEVATION - SCALE 1:25

project	new/draft	checked	checked
TANKERTON BEACH HUTS			
drawing title	SITE AREA/FLOOR PLAN SPECIFICATION & DETAILS		
project no.	0520	135	
drawn	checked	in	date
drawing number			revision

Matthew Young  
 Canterbury City Council  
 CANTERBURY  
 CT1 1TW  
 Tel: 0333 176000  
 www.canterbury.gov.uk



**Foreshore Services**

SIGNED on behalf of the Council

SIGNED by the Tenant

SAMPLE