

SEASONAL HIRE

BEACH HUT USER CONTACT FORM

Beach Hut Number: _____

Beach Hut Location: _____

Name: _____

Home Phone: _____

Mobile Phone: _____

Email Address: _____

DATED

Date

THE CORNWALL COUNCIL

to

Tenant Name

LEASE

of

Beach Hut, Summerleaze and Crooklets Beaches, Cornwall

2026 – 2027 SEASONAL AGREEMENT

Property: Beach Hut at _____ Beach in the County of Cornwall numbered _____.

THIS LEASE is made the _____ day of _____, Two thousand and twenty six.

BETWEEN

(1) THE CORNWALL COUNCIL the principal office of which is situate at New County Hall, Treyew Road, Truro, Cornwall TR1 3AY (hereinafter called “the Council” which expression shall where the context so admits include its successors in title and assigns) and

(2) [Full name:] _____ of [Full postal address:] _____

(hereinafter called “the Tenant”)

WHEREBY IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 Where the Council or the Tenant for the time being is two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.3 The expression “the Term” includes the Contractual Term and any period of holding over or extension or continuance of the Contractual Term whether by statute or common law
- 1.4 References to any right of the Council to have access to the Premises shall be construed as extending to all persons authorised by the Council (including agents professional advisers contractors workmen and others)

- 1.5 References to “consent of the Council” or words to similar effect mean a consent in writing signed by or on behalf of the Council and to “approved” and “authorised” or words to similar effect mean (as the case may be) approved or authorised by or on behalf of the Council
- 1.6 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to “statute” or “statutes” include any regulations or orders made under such statute or statutes
- 1.7 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered
- 1.8 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

2. Demise

- 2.1 The Council with limited title guarantee demises to the Tenant the property described in the First Schedule hereto (hereinafter referred to as “the Premises”) **TO HOLD** the same to the Tenant for a term commencing on and including 1st October 2026 and ending on the 31st March 2027 or 30th June 2027 [delete as applicable] (“the Term”) **PAYING THEREFOR** unto the Council without any deduction a rent of £_____ payable in advance **SUBJECT TO** the covenants specified in Clause 3 hereof

3. The Tenant’s Covenants

The Tenant covenants with the Council:

- 3.1 To pay the rent on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off
- 3.2 To pay and to indemnify the Council against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them
- 3.3 To use the Premises as hereinafter provided, and for no other purpose
- 3.4 Not to cause or permit any nuisance or annoyance to the occupiers of any of the Council’s Land or obstruct or encroach on any part or roadway set out by the Council for the use of the occupiers of the Premises
- 3.5 Not to play, broadcast or amplify music or sound which may be audible outside the Premises
- 3.6 Not to keep any animals at the Premises
- 3.7 Not to grow plants, fruit or vegetables outside the Premises

- 3.8 To only temporarily park their vehicle outside the Premises for loading and unloading purposes and must not park any vehicle on the site nor allow any other vehicle on the site
- 3.9 To store no more than one propane, butane or similar gas cylinder, to a maximum size of 5 kilograms, in the beach hut. Any gas cylinders stored shall be used in accordance with manufacturer's or supplier's recommendations and the main cylinder valve shall be kept fully closed at all times when not in use. The Tenant is to take all necessary precautions against fire and must provide a suitable fire blanket within the Premises
- 3.10 Not to carry on any public event, trade or business on, in or from the Premises and no sign or advertisement of any sort shall be exhibited there
- 3.11 Not to use the Premises for the purpose of overnight sleeping
- 3.12 Not to be in contravention of any Statute, Byelaw, Regulation or Codes of Conduct relating to the Premises
- 3.13 Not to keep equipment or other items outside the Premises.
- 3.14 Tenant shall be responsible for disposing of all refuse arising from the use of the Premises
- 3.15 Not to sub-let or sell the Premises
- 3.16 Not to transfer or exchange the Premises
- 3.17 To permit the Council or any of its duly authorised servants or agents at all reasonable hours to enter into the Premises for the purpose of ascertaining whether there is or has been any breach of this Lease
- 3.18 To ensure that the Premises shall be kept in a good structural and decorative condition at all times and to the satisfaction of the Council, this to include:
- a. The painting of the interior and exterior of the beach hut in a colour approved by an appointed Council representative (please refer to Schedule 2).
 - b. The treatment and staining of all wooden surfaces of the interior and exterior of the beach hut in a colour approved by an appointed Council representative (please refer to Schedule 2).
 - c. Undertaking repairs to replace rotten timbers and keeping the door in repair and maintaining the door to the hut to ensure that it opens and closes freely.
 - d. Protection of window glass/polycarbonate during stormy conditions and replacement of glass/polycarbonate should it become broken or damaged.

- e. The repair and replacement of furniture and fixtures and fittings provided within the beach hut, including locks, benches, tables, clothes hooks and door hooks (please refer to Schedule 2).

- 3.19 To ensure that the Premises is properly locked and secured when not in use and to appropriately secure the Premises when this Lease ends.
- 3.20 To provide the appointed Council representative with a key for the lock(s) should the Tenant use an additional or alternative padlock.
- 3.21 To promptly report any significant faults of or damage to the Premises to an appointed Council representative
- 3.22 To either reinstate to the Council's satisfaction any damage done by the Tenant or guests and visitors authorised by the Tenant to the Premises or to pay on demand the full costs of any repair carried out by the Council to such damage
- 3.23 To ensure that nothing shall be done to change the character of any land adjoining the site which must be kept in its natural state
- 3.24 On or before termination of the Lease to remove all of the Tenant's goods and possessions from the Premises and shall leave the Premises in a clean and tidy condition. Failure to do so will result in the Tenant reimbursing the Council's costs associated with doing this on their behalf
- 3.25 To indemnify the Council for any loss or damage arising from the use of the Premises

4. **The Council's Covenants**

4.1 Peaceable enjoyment

The Council covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Council or any person claiming under or in trust for the Council

4.2 Insurance

The Council shall keep the Premises insured against loss or damage by the Insured Risks or such of the Insured Risks as it deems appropriate for Premises of this nature. The Council shall not be obliged to insure any part of the Premises installed by the Tenant nor any of the Tenant's possessions that are kept at the Premises. "The Insured Risks" means risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civic commotion, malicious damage, terrorism, impact by vehicles, by aircraft and articles

dropped from aircraft (other than war risks), flood damage and bursting and overflowing of waterpipes and tanks.

5. Provisos

5.1 Re-entry

This Lease may be determined by re-entry by the Council at any time after giving not less than one week's written notice to the Tenant if the Tenant commits any breach of the terms of this Lease but without prejudice to any rights or remedies which may have been accrued to the Council against the Tenant or to the Tenant against the Council in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made).

5.2 Services

The Lease does not extend to the provision of water facilities, toilet facilities or any other services either directly to the Premises or its vicinity. The Council reserves the right to remove, alter, terminate or relocate any services that may be within the vicinity of the Premises without obligation to replace the supply. Where no services exist at present, the Council shall not be expected or obliged to provide them.

5.3 Deposit

The Tenant shall on the signing of this Lease pay to the Council or the Council's agent, Bude Area Tourist Board, a deposit of £200 which deposit, after the termination of this Lease and vacation by the Tenant of the Premises shall be returned to the Tenant without interest, but the Council shall be entitled to deduct therefrom any costs or charges owing and due to the Council under the terms of this Lease and if such deposit is insufficient the Tenant hereby agrees to make good any deficiency forthwith.

5.4 Exclusion of Use Warranty

Nothing in this Lease or in any consent granted by the Council under this Lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this Lease (or any purpose subsequently authorised)

5.5 Entire Understanding

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

5.6 Service of Notices

Any notice served under this Lease shall be deemed to have been properly served if delivered by hand or sent by Recorded Delivery post to:

- (i) the Head of Legal Services, Cornwall Council, New County Hall, Treyew Road, Truro, TR1 3AY; and
- (ii) the Tenant at the Tenant's last known address.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has executed a Counterpart Lease as a Deed the day and year first before written

EXECUTED as a DEED by THE CORNWALL COUNCIL whose COMMON SEAL was hereunto affixed in the presence of:

SIGNED as a **DEED** _____

WITNESSED by the said in the presence of:

Signed:

Full Names:

Occupation:

Address:

SIGNED _____ **(AUTHORSIED OFFICER)**