

Dated

2025

SOUTHEND-ON-SEA CITY COUNCIL

and

.....

L E A S E / C O U N T E R P A R T

of

Beach Hut Site No: ... in the City of Southend-on-Sea Essex

THIS LEASE is dated

2025

PARTIES

(1) Southend-on-Sea City Council of Civic Centre, Victoria Avenue, Southend-on-Sea, Essex SS2 6ER ("the Landlord" which term shall include its successors in title); and

(2) ----- of
("the Tenant" which term shall include successors in title)

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply to in this lease.

1.1 Definitions

Declaration of trust: where there is more than one person comprising the Tenant (delete all inapplicable statements)

The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants

OR

The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares

OR

The Tenant is more than one person. They are to hold the Property on trust

Interest Rate: means the base rate from time to time of Barclays Bank or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

Property: means the Plot of land as more particularly described in the First Schedule

Rent: rent at an initial rate set out in the Second Schedule per annum and then as revised pursuant to this lease

Term: The term of seven years from and including 1st January 2026 and any agreed period of continuation.

Termination Date: the date on which this lease determines (however it determines).

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

2. **Grant**

- 2.1 The Landlord lets the Property to the Tenant for the Term of seven years commencing on the 1st January Two thousand and Twenty-Five determinable as hereinafter mentioned YIELDING AND PAYING therefore during the Term the Rent in advance on the 1 January in each year without deduction.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- (a) the Rent;
 - (b) all interest payable under this lease;
 - (c) all other sums payable under this lease; and
 - (d) all VAT chargeable on the other rents set out in this clause 2.2.

3. **TENANT COVENANTS**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term. The Tenant covenants:

- 3.1 To pay the Rent, whether demanded or not, on the day and in the manner in accordance with clause 2.1 and Schedule 2;
- 3.2 To pay and indemnify the Landlord 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 Property or upon the owner or occupier of them.
- 3.3 To pay VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this lease should the Landlord elect to charge

VAT thereon or in respect of any payment made by the Landlord where the Tenant agrees in this lease to reimburse the Landlord for such payment.

- 3.4 To erect or cause to be erected a bathing or beach hut ("the Hut") on the Property (if one is not already erected thereon) in accordance with approved plans and elevations. For the purpose of this Clause the term "approved plans and elevations" shall mean plans and elevations of the proposed Hut or any replacement thereof, in respect of which planning approval and building regulation consent have been obtained from the appropriate authority and which have been approved by an officer of the Asset Management Team of the Landlord for the time being or such other officer of the Landlord appointed to fulfill such duties ("the Officer").
- 3.5 To keep in good and substantial repair and condition (and whenever necessary rebuild and reinstate and renew and replace all worn or damaged parts) the Hut erected on the Property, in keeping with the original structure and using only parts and materials approved by and to the satisfaction of the Landlord.
- 3.6 That the Hut shall be numbered in accordance with the First Schedule of the lease and such number shall be painted on or affixed to the Hut at the expense of the Tenant and shall not be covered up or otherwise rendered unreadable and the Tenant shall maintain and keep the Hut in a good state of repair and in good decorative condition.
- 3.7 To decorate the outside of the Hut no less frequently than in the third year of the Term and to keep, in good decorative order, the external parts of the Property as required (which the Landlord may from time to time by notice update).
- 3.8 To remove any graffiti from the Property within 21 days and where necessary in the opinion of the Landlord to repaint the damaged area.
- 3.9 To keep the Property secured at all times when not in use.
- 3.10 To comply with all the requirements and recommendations of the Fire Authority as to fire precautions relating to the Property and the Hut.

3.11 To use the Hut erected on the said Property solely as a dressing chalet for bathing from the beach for shelter from inclement weather or otherwise in a reasonable and proper manner in connection with the enjoyment of the beach for pleasure and recreation. In no circumstances shall any person using the Hut do anything in or upon the Property, or the Hut erected thereon, that shall be or become a nuisance or cause damage or annoyance to the Landlord, the occupiers of the other huts or sites or persons frequenting the foreshore or beach.

3.12 That no person shall be permitted to sleep in the Hut during the hours of darkness.

3.13 Not to extend the area of the Property or make any external alterations to the Property.

3.14 That all refuse arising from the use of the Hut shall be removed from the Property and Hut and properly disposed of and no person shall permit any solid or liquid filth or dirty water to be retained in the Hut or to be deposited on the beach or in the sea.

3.15 That no amplified sound or music shall be played in or near to the Property by the persons using the same so as to disturb or cause nuisance or annoyance to the Landlord, the occupiers or other huts or to persons using the beach or foreshore.

3.16 That no trade or business shall be carried on in or from the Property or the Hut erected thereon.

3.17 To permit any duly authorised officer of the Landlord upon request to enter the Property and Hut for the purpose of ascertaining whether the conditions of this lease are being complied with.

3.18 Not to underlet, mortgage or charge, part with or share possession of the whole or part of either this lease or the Property

3.19 Assignments

(i) Not to assign the Property, the Hut or any part thereof without the consent in writing of the Landlord such consent not to be unreasonably withheld or delayed provided that, without prejudice thereof, the Landlord may as a condition of giving such consent (hereinafter called the "Assignment Condition") require that the Tenant shall, on the date of such assignment, pay to the Landlord ten per cent (10%) of the

open market sale price of the Property and the Hut which Assignment Condition is specified in this lease, for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 (LTA 1927) as amended and Section 144 of the Law of Property Act 1925, provided that this Assignment Condition shall not be required in the case of a vesting of the Property and the Hut in a person taking under a will or intestacy or an assignment to the spouse, parent, child, stepchild or sibling of the Tenant or in the case of more than one Tenant one of those persons or a disposal pursuant to an order:

- (a) Under Section 23A or 24 or 24A of the Matrimonial Causes Act 1973 (property adjustment orders or orders for the sale of property in connection with matrimonial proceedings);
 - (b) Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 (order as to financial provision to be made from the estate);
 - (c) Section 17 of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders or orders for the sale of property after overseas divorce);
or
 - (d) Paragraph 2 of Schedule 1 to the Children's Act 1989 (orders for financial relief against parents).
- (ii) The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
 - (i) the Rent or any other sum due under this lease is outstanding; or
 - (ii) there is a material breach of covenant by the Tenant that has not been remedied; and
 - (b) Nothing in this clause shall prevent the Landlord 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.
- (iii) The Tenant shall not hire out the Hut or any part thereof, without the consent in writing of the Landlord, such consent to be by way of a Licence to Hire, such

consent not to be unreasonably withheld, provided that, the Tenant shall pay the Landlord's reasonable costs and expenses for consent to enter into such Licence, which shall not be less than £50, plus VAT.

3.20 Within 14 days after every assignment permitted by this lease or on the grant of Probate of the Tenant's will or on the grant of Letters of Administration to the Tenant's Estate to give the Landlord written notice and produce certified copies of the same to the Landlord's Solicitors for registration and to pay the Landlord's reasonable costs of registration, which shall be not less than £50, plus VAT, in respect of each document so registered.

3.21 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use all reasonable endeavours to prevent that thing being done by another person.

3.22 To indemnify and keep indemnified the Landlord against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

(a) Any act omission or negligence of the Tenant Property or Hut expressly; or

(b) Any breach of non-observance by the Tenant of the covenants conditions or other provisions of this lease.

3.23 On completion of this lease the Tenant shall pay £50 plus VAT to the Landlord in relation to the preparation of this lease.

3.24 The Tenant shall keep the Property insured against loss or damage for the full reinstatement cost (taking inflation of building costs into account) and insure its contents during the Term.

4. The Landlord covenants

4.1 The Landlord covenants with the Tenant to permit the Tenant to peaceably and quietly hold and enjoy the Property without unlawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

5. Re-entry and forfeiture

- 5.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- (a) the whole or any part of the Rent is unpaid 28 days after becoming payable (whether it has been formally demanded or not); or
 - (b) any breach of any condition of, or tenant covenant in this lease, the Tenant having been given three months' notice to remedy such breach where capable of remedy.
- 5.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

6. Returning the Property to the Landlord

- 6.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 6.2 Subject to clause 0, the Tenant must by the Termination Date:
- (a) remove:
 - (i) any Tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any Tenant, undertenant or occupier during or in anticipation of this lease; and
 - (iii) any signs erected by the Tenant at the Property; and
 - (b) make good any damage caused to the Property by the removal of those items and alterations.
- 6.3 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 6.4 The Tenant:
- 6.4.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels (including the Hut) or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
 - 6.4.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

7. Notices

7.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

(a) by hand:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom;

(b) by pre-paid first-class post or other next working day delivery service:

- (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

7.2 If a notice complies with the criteria in clause 0, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

- (a) delivered by hand, at the time the notice is left at the proper address; [or]
- (b) sent by pre-paid first-class post or other next working day delivery service, 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.

8. Consents and approvals

8.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

8.2 If a waiver is given pursuant to clause 0, it shall not affect the requirement for a deed for any other consent.

8.3 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

8.3.1 imply that any consent or approval required from a third party has been obtained; or

8.3.2 obviate the need to obtain any consent or approval from a third party.

9. Joint and several liability

9.1 Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

10. Entire agreement

10.1 This lease constitutes the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

10.2 Each party acknowledges that in entering into this lease it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

10.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

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

10.5 It is certified that there is no agreement to which this lease gives effect.

11. Contracts (Rights of Third Parties) Act 1999

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

12. Governing Law

12.1 This lease 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.

13. Jurisdiction

13.1 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 lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

FIRST SCHEDULE

ALL THAT plot of land numbered ... situate on the foreshore of the Thames Estuary in the City of Southend-on-Sea in the County of Essex.

THE SECOND SCHEDULE

- 1.1 The terms defined in this paragraph shall for all purposes of this Schedule have the meaning as specified.
- 1.2 "Review Date" means every fourth anniversary of the commencement of the Term and if the Option is exercised one month prior to the expiry of the lease Term.
- 1.3 "Initial Rent" means the sum of £_____
- 1.4 "Revised Rent" shall be determined by multiplying the sum of the rent paid immediately prior to the current Review Date by the All items index value of the RPI for the month that falls three months before the month in which the review date falls , then dividing the product by the All items index value of the RPI for the month three months before the last review date or lease commencement whichever preceded the current review
- 1.5 "RPI" means table 36 of the Retail Prices Index All Items Index: 1947 to present' as found within the 'Consumer Price Inflation Reference Tables' published monthly by the Office of National Statistics or any official index replacing it.
- 1.6 "Shortfall Payment Date" means the date which is ten working days from and including the date that the Revised Rent is agreed or determined.
2. The Rent payable shall be:
 - 2.1 until the fourth anniversary of the commencement of the Term the Initial Rent; and
 - 2.2 from each Review Date the Revised Rent.
3. If it shall become impossible by reason of any change after the date hereof in the methods used to compile the RPI or for any other reason whatsoever to calculate the Revised Rent by reference to the RPI or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the Revised Rent or with respect to the construction or effect of this Schedule the determination of the

Revised Rent or other matter in difference shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force who shall have full power to determine on such date as he shall deem apposite what would have been the increase in the RPI had it continued on the basis and giving the information assumed to be available for the operation of this Schedule.

4. Late review of Annual Rent

4.1 If the Revised Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:

- (a) continue to pay the Rent at the rate payable immediately before that Review Date; and
- (b) on or before the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that Review Date and the amount of Rent for that period that would have been payable had the revised Rent been agreed or determined on or before that Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the rent payment date on which the shortfall would have been payable if the revised Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date.

5. Time not of the essence

Time is not of the essence for the purposes of this Schedule 2.

THE THIRD SCHEDULE

Option to renew provisions

1. Definitions

The following definitions apply in this Schedule.

Completion Date: the date which is 30 working days after the date of the Option Notice.

Landlord's Conveyancer: Law & Governance Department, Southend on Sea City Council, Civic Centre, Victoria Avenue, Southend on Sea Essex SS2 6ER or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

New Lease: a lease of the Property in the form and on the terms set out in paragraph 7 of this Part of this Schedule

Option: the option granted by the Landlord to the Tenant by this Schedule.

Option Notice: written notice exercising the Option in accordance with this Schedule.

Option Period: the period from and including the date of this lease to and including the earlier of:

- a) 30 Days before the expiry of the lease Term; and
- b) the Termination Date.

2. Option

The Landlord grants the Tenant, during the Option Period, an option to take the New Lease.

3. Exercise of the option

3.1 The Tenant may exercise the Option at any time during the Option Period by serving an Option Notice on the Landlord that the Tenant wishes to exercise the Option in respect of the whole of the Property and not in respect of part only.

3.2 The Tenant cannot exercise the Option if

- (i) there is a subsisting breach of any of the Tenant covenants of this lease;
or
- (ii) the Termination Date has occurred.

4. Grant of the new lease

If the Option is exercised in accordance with the terms of this Schedule, the Landlord shall grant to the Tenant and the Tenant shall accept from the Landlord the New Lease on the terms set out in this Schedule.

5. No premium is payable for the grant of the New Lease.
6. The Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant.
7. Form of the New Lease
- 7.1 The New Lease shall:
 - (i) include all of the terms, requirements, covenants and conditions contained in this lease except to the extent that they are inconsistent with the terms of this Schedule and, for the purposes of the New Lease only, as varied by the variations to the provisions of this lease set out in this Schedule;
 - (ii) be for a contractual term for 7 years from the expiry of the lease;
 - (iii) be at an annual rent of an amount equivalent to the rent payable by the Tenant under this lease at the end of the Term, including the Rent Review within the 30 Days before the expiry of the lease Term if the Option is exercised (or which would then be payable but for any abatement, suspension, concession or reduction of that rent or restriction on the right to collect it per annum) and then as revised pursuant to the provisions for rent review in the New Lease; and
 - (iv) Upon renewal of the New Lease, at the end of its term under the provisions of the Third Schedule, the subsequent lease will not include an option to renew upon expiry.

8. Costs

If the Option is exercised, the Tenant shall pay, on a full indemnity basis, the Landlord's reasonable legal costs and disbursements incurred in connection with the grant of the New Lease on the Completion Date, via a solicitors' client account bank transfer.

9. Completion

Completion of the New Lease shall take place on the Completion Date.

10. Variations to this lease

10.1 Deletion of provisions

For the purposes of the New Lease only, the provisions of this lease shall be varied by the deletion of this Third Schedule.

THE COMMON SEAL of **SOUTHEND-ON-SEA**)
)
CITY COUNCIL was hereunto affixed)
)
to this deed in the presence of:-)

Proper Officer of the Council

SIGNED AS A DEED by)
)

in the presence of:)

WITNESS:

Name:

Address:

Occupation:

SIGNED AS A DEED by)
)

in the presence of:)

WITNESS:

Name:

Address:

Occupation: