

DATE

20XX

LICENCE TO USE

relating to the area known as Abermaw Beach

between

CYNGOR GWYNEDD (1)

And

TO BE CONFIRMED (2)

THIS LICENCE is dated

20XX

PARTIES

- (1) **CYNGOR GWYNEDD** of Swyddfeydd Y Cyngor, Stryd Y Jêl, Caernarfon, Gwynedd, LL55 1SH (**Licensor**).
- (2) **TO BE CONFIRMED** (**Licensee**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Property: part of the area of beach at Abermaw shown edged red on the Plan.

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 10:00am and 5:00pm seven days per week or such other days as the Licensor in its absolute discretion may determine on 5 days' notice to the Licensee.

Licence Fee: the amount of XXXX POUNDS (£XXXX)

Licence Fee Commencement Date: 1st April 2026

Licence Period: the period from and including 1st April 2026 until the date on which this licence is determined in accordance with clause 4.

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: to be confirmed.

Plan: the plan attached to this licence marked "Licence Plan" (exact location to be confirmed with successful applicants).

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.

- 1.3 A **person** includes a natural person, 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 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 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 Schedule.
- 1.12 Any words following the terms **including, include, in particular, 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 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.

2. LICENCE TO USE

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to use the Property for the Permitted Use for the Licence Period 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).

2.2 The Licensee acknowledges that:

- (a) the Licensee shall use the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- (c) the licence to use 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 its employees; and
- (d) without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than 5 days' notice to require the Licensee to transfer to alternative space elsewhere.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay:
 - (i) to the Licensor the Licence Fee payable without any deduction on completion of this licence;
- (b) to clearly display a scale of charges on or near the Property during the Designated Hours;
- (c) to keep the Property clean, tidy and clear of rubbish;
- (d) not to use the Property other than for the Permitted Use;
- (e) not to make any alteration or addition whatsoever to the Property;
- (f) 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 any owner or occupier of neighbouring property or land;
- (g) to keep the Licensee's equipment and goods in a clean, safe and useable condition at all times;
- (h) to keep the Licensee's storage facilities in good condition and repair at all times;
- (i) to not have any of the Licensee's equipment and goods situated on the Licensor's adjoining land outside of the Designated Hours;
- (j) to securely store the Licensee's equipment and goods outside of the Designated Hours;
- (k) not to cause or permit to be caused any damage to:

- (i) the Property, or any neighbouring property; or
 - (ii) any property of the owners or occupiers of any neighbouring property;
- (l) 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 from time to time;
- (m) 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;
- (n) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
- (o) to maintain third party insurance and ensure that they have public liability insurance with cover of not less than TEN MILLION POUNDS (£10,000,000.00) and employer's liability insurance with cover of not less than TEN MILLION POUNDS (£10,000,000.00) and must produce a copy to the Licensor on reasonable request;
- (p) 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;
- (q) pay to the Licensor an amount equal to such reasonable and proper costs and expenses as the Licensor shall suffer as a result of any breach by the Licensee of its obligations in this Licence provided that the Licensor notifies the Licensee of any such claims, does not settle such claims without taking into account the Licensee's reasonable representations and uses reasonable endeavours to mitigate its loss;
- (r) to pay to the Licensor interest on the Licence Fee or other payments at the rate of 10 per cent per annum above the base rate of Barclays Bank 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 14 days of the due date (whether formally demanded or not).

4. TERMINATION

4.1 This licence shall end on the earliest of:

- (a) 31st October 2028 **OR**;
- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3 **OR**;
- (c) the expiry of not less than 14 days' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

4.2 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.

5. NOTICES

5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- (a) to the Licensor at: Cyngor Gwynedd and marked for the attention of the Maritime Service Manager; and
- (b) to the Licensee at: **to be confirmed**.

5.2 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or 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.

5.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

5.4 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.

6. COSTS

On completion of this Licence, the Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this licence, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.

7. NO WARRANTIES FOR USE OR CONDITION

- 7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.
- 7.3 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 7.1 or clause 7.2.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. LIMITATION OF LICENSOR'S LIABILITY

- 8.1 Subject to clause 8.2, the Licensor is not liable for:
- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
 - (b) damage to any property of the Licensee or that of the Licensee's employees, customers 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 employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 8.2 Nothing in clause 8.1 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.

9. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. GOVERNING LAW

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

11. JURISDICTION

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

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

Signed by and on behalf of

Cyngor Gwynedd:-

Authorised Signatory

Signed by ***to be confirmed***:-

in the presence of:

Witness Signature:

Witness Address:

Example