DATED 2020

BOURNEMOUTH CHRISTCHURCH and POOLE COUNCIL

- and -

XXXXXXXXXXXXXXXXXXXX

LICENCE

In respect of a
Beach Weddings Operation at
Bournemouth Seafront Westcliff
Bournemouth

THIS AGREEMENT made the day of Two thousand and

BETWEEN

(1) **BOURNEMOUTH CHRISTCHURCH AND POOLE COUNCIL** of Town Hall, Bourne Avenue, Bournemouth Dorset BH6 2DY ("the Council") and

(2) **XXXXXXX of REGISTERED ADDRESS [INSERT CO. NO. IF APPROPRIATE]** ("the Licensee")

DEFINITIONS AND INTERPRETATION

Force Majeure Event – means any circumstance not within the Council's reasonable control including, without limitation;

- acts of God, flood, drought, earthquake, high tide, storm surge, or other natural disaster;
- Epidemic or pandemic
- Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing as export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts;
- non-performance by suppliers or subcontractors; and
- interruption or failure of utility service

Licence Fee – the fees as set out in Schedule 2

Licence Period – the period from and including 1st April 2020 up to and including 30th September 2022

Operating Period – a period of [seven] months from and including 1st April up to and including 30th September in each calendar year of the Licence Period

Necessary Consents – means all planning permissions and all other contents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the purpose of this Licence and Permitted Use

Permitted Use – means the use of the Site by the Licensee as a beach wedding venue and ceremonies led by Registrars and Celebrants, but only during the Licence Period

Site – means the site at Bournemouth Seafront Undercliff within the area at West Cliff beach shown edged red on the plan annexed hereto

Wedding Hut – The wooden structure owned by the Council in which the wedding ceremony takes place.

WHEREBY IT IS AGREED as follows:-

1. In consideration of the payments of the Licence Fees (payable in accordance with in Schedule 2) to be made by the Licensee and the agreements and conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Council grants to the Licensee the right to use the Site and the Wedding Hut situated thereon during each Operating Period for the operation of beach weddings and ceremonies led by Registrars or Civil Celebrants during hours specified in paragraph 2 of Schedule 1.

2. In consideration of the rights granted the Licensee **HEREBY AGREES** with the Council as follows:-

2.1 To pay to the Council in respect of the rights granted:-

2.1.1 The Licence Fee in accordance with Schedule 2 to this Licence;

2.1.2 All payments required by virtue of this licence, shall where applicable be subject to payment of Value Added Tax;

2.1.3 Any non-domestic rates that may be levied on the Site so far as such rates are attributable to the rights granted by this agreement

2.2 To observe and perform the terms and conditions contained or referred to in Schedule 1.

3. Subject to the compliance by the Licensee of the Licensee's obligations under this Licence the Council **HEREBY AGREES** with the Licensee that the Council will comply with the obligations on the part of the Council set out in Schedule 3.

4. If the Licence Fee shall not be paid by the Licensee or if any breach shall be made by the Licensee of any of the agreements terms and conditions contained in this Licence or if the Licensee shall become bankrupt or make any assignment for the benefit of its creditors or make any arrangement with its creditors for the liquidation of its debts by composition or otherwise or if the Licensee undergoes a change of control, and for this purpose, where the Licensee is a company, there is a change of control if the majority of shares carrying a voting right in the Licensee are acquired by a person who is not at the date of this Licence a major shareholder, the Council shall be entitled to give the Licensee reasonable notice in writing to determine this Licence without prejudice to any right or remedy of the Council in respect of any antecedent breach by the Licensee of any of the said agreements terms or conditions.

5. **Termination**

5.1 Either party shall be entitled to terminate this Licence by giving not less than one months' notice in writing to the other party [to expire before 31st October in the relevant year of the date of that notice].

5.2 The Council may also terminate this Licence by written notice to the Licensee if;

5.2.1 the Licensee has failed to observe or perform any of its obligations under this Licence;

5.2.2 (if an organisation) the Licensee makes any arrangement with its creditors or is subject to winding up or dissolution, or has an administrator, administrative receiver, receiver or liquidator appointed;

5.2.3 (if an individual) the Licensee makes any arrangement with its creditors or is declared bankrupt or adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983 or dies.

6. At the expiration of the Licence Period or earlier if this Licence is determined in accordance with Clause 4 or 5 above the Licensee shall remove the beach wedding equipment [(including the Wedding Hut)] and all equipment owned by the Licensee from the Site within a period of 48 hours and make good any damage caused to [the Wedding Hut and/or] the Site by that removal and re-instate [the Wedding Hut and/or] the Site to the reasonable satisfaction of the Council and that in the event of the Licensee failing to comply with the terms of this Clause the Council shall carry out the necessary works and the costs incurred by the Council shall be recoverable from the Licensee.

7. The Licence hereby granted is subject to all the terms and conditions contained or referred to in Schedule 1. The said terms and conditions the Licensee hereby agrees with the Council to perform and observe.

8. The charges for persons using the beach weddings operations facility shall in the opinion of the Council be fair and reasonable

9. **Prevention of Corruption**

The Council shall be entitled to cancel this Agreement with immediate effect and to recover from the Licensee the amount of any loss resulting from such cancellation if the Licensee or anyone employed by the Licensee or acting on the Licensee's behalf shall have offered or given or agreed to give to any person any inducement or reward in respect of this Agreement or any other contract with the Council (whether with or without the knowledge of the Licensee) or committed an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 or committed any fraud in connection with this Agreement or any other contract with the Council whether alone or in conjunction with Council Members, contractors, service providers, or employees.

11. **Indemnity and Insurance**

The Licensee shall: -

11.1 Save harmless and keep indemnified the Council from and against all actions proceedings claims and demands for or in respect of any damage or injury to any person or persons and to the property of any such person or persons arising directly or indirectly through the carrying on of the business of the Licensee or howsoever otherwise arising out of by reason of or on account of the grant of this Licence by the Council or the exercise (whether negligent or not) of the rights hereby granted to the Licensee.

11.2 Be responsible for and keep the Council indemnified against all damage liability and injury of every description which may occur to the Site or any part thereof or other property of the Council arising directly or indirectly through the carrying out of the business of the Licensee howsoever otherwise arising out of by reason of or on account of the grant of this Licence by the Council or the exercise (whether negligent or not) of the rights hereby granted to the Licensee.

11.3 Without prejudice to the Licensee's liability under Sub-clauses 11.1 and 11.2 the Licensee shall effect and maintain an insurance policy against all risks including Third Party liability in an amount not less than **£10,000,000.00** (ten million pounds) in respect each and every incident during the period of this Licence in terms to be approved by the Council with an Insurer of repute **AND** effect and maintain an adequate policy of Employers Liability Insurance if appropriate to a level of not less than **£10,000,000.00** (ten million pounds) and shall whenever required produce to the Council the policy or policies of insurance and the receipts for the payment of the current premiums.

11.4 The Licensee shall effect and maintain insurance of the Wedding Hut in its full replacement value during the License Period.11.5 Reimburse the Council's costs of moving the Wedding Hut during the Licence Period if extreme weather conditions are forecast.12. **Assignment and sub-contracting**

12.1 The rights granted by this Licence are not transferable and the Licensee shall not assign the same or any part thereof.

12.2 Sub-contracting will not relieve the Licensee of any obligation or duty attributable to the Licensee under this Licence. The Licensee will be responsible for the acts, omissions, defaults and negligence of its sub-contractors as though they are its own.

12.3 The Council may assign, transfer or otherwise deal in or dispose of its part under this Licence and will notify the Licensee in writing in any such event.

13. The Council reserves the right to grant other Licences in its entire discretion in respect of the use of the Seafront and other areas of public open space for any purpose it thinks fit

14. **Freedom of Information and Other Legislation**

14.1 The Licensee shall note the Council's current and future obligations under the General Data Protection Regulation, the Data Protection Act 2018, Freedom of Information Act 2000, Human Rights Act 1998, the Environmental Information Regulations Equality Act 2010 and Race Relations Act 1976 (all as amended and superseded from time-to-time) and any codes of practice and best practice guidance issues by the Government and the appropriate enforcement agencies

14.2 The Licensee shall comply with the above legislation in so far as it places obligations upon the Licensee in the performance of its obligations under this Licence

14.3 The Licensee shall facilitate the Council's compliance with the Council's obligations under these provisions and comply with any reasonable request from the Council for that purpose

14.4 The Licensee shall act in respect of any person who received or requests service under this Licence as if the Licensee were a public authority for the purpose of the Human Rights Act 1998

14.5 The Licensee shall note particularly that the Council may be required to provide information relating to this Licence or the Licensee to a person in order to comply with its obligations under these provisions

14.6 The Licensee shall be liable for and fully indemnify the Council against all material adverse reputational damage, losses, damages, costs, expenses and liabilities (including legal fees), incurred by or awarded against the Council or its officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Council as a result of any failure by the Licensee to comply with its obligations under this clause.

15. Any notice given hereunder shall in the case of the Council be sufficient if under the hand of the Service Director of Law and Governance for the time being of Bournemouth, Christchurch and Poole Council and shall be well and sufficiently served given or delivered if left at or sent by prepaid post addressed to the last known address of the Licensee and any notice given hereunder by the Licensee to the Council shall be well and sufficiently served if left at or sent by prepaid post addressed to the Council's Service Director of Law & Governance at the Town Hall Bournemouth BH2 6DY.

16. **Health & Safety**

16.1 Each party shall promptly notify the other of any health and safety hazards which may arise in connection with the performance of the Agreement as soon as they become aware of them

16.2 While on the Councils Premises, the Licensee shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working on those Premises

16.3 The Licensee shall notify the Council immediately in the event of any incident occurring in the performance of the Agreement where that incident causes any personal injury of damage to property and if requested by the Council shall provide a copy of the incident investigation report

16.4 The Licensee shall comply with the requirements of the Health and Safety at Work etc. Act 1974 its subordinate regulatory framework and any other acts orders regulations and codes of practise relating to health and safety which may apply to Staff and other persons who may be affected by the operation of undertakings entered into contractually with the Council or under license to the Council

16.5 The Licensee shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) and any safe systems of work or health and safety assessments and procedures are made available to the Council on request

16.6 The Licensee shall undertake and provide copies of risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by the Council.

16.7 The Licensee will fully indemnify and keep the Council fully indemnified against all actions, claims, costs including legal costs, expenses and liabilities arising under statute or common law from injury to or the death of any person insofar as they arise from matters pertaining to this Licence or as a result of any act, omission, default or negligence by the Licensee or its employees or agents, except and to the extent that such death or personal injury arise out of any action, omission, default or negligence of the Council, its employees or agents.

17. Performance Licences and Copyright (Where applicable)

17.1 The Licensee is responsible for obtaining a Licence from Phonographic Performance Licence (PPL) authorising any public use of sound recordings (e.g. records, tapes, compact discs etc.) which are to be played at wedding ceremonies, in accordance with the terms of the Copyright Designs and Patents Act 1988.

17.2 The Licensee is responsible for obtaining a Licence from PRS for Music to cover the performance of all musical work in the repertoire of that organisation or society

17.3 The Licensee is responsible for ensuring that it does not infringe a copyright or any other intellectual property right effective during the activities. The Council shall not have any liability for any such infringement by the Licensee.

17.4 The Licensee shall at all times whether during or after termination or expiry of this Licence indemnify and keep indemnified the Council against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Council or their officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Council as a result of any failure by the Licensee to comply with its obligations under this clause.

17.5 The Licensee shall at all times whether during or after termination or expiry of this Licence indemnify and keep indemnified the Council against any material adverse reputational damage as a result of any failure by the Licensee to comply with its obligations under this clause.

18. Severance

18.1 If any provision of this Licence is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Licence shall continue in full force and effect.

18.2 In the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of this Licence, the parties will immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability in accordance with the provisions of Clause 23.

19. **Variation**

The terms of this Licence may be varied by written agreement between the parties. In the event of a variation the payment may also be varied. Such variation in the payment shall be calculated and agreed in writing between the parties and shall be such amount as properly and fairly reflects the nature and extent of the variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of Clause 23.

20. **Waiver**

20.1 The failure by the Council to insist upon strict performance of any provision of this Licence or to exercise any right or remedy shall not constitute a waiver of that right or remedy, shall not cause a diminution of the obligations under this Licence and shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Licence.

20.2 No waiver will be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

21. **Third Parties**

Pursuant to the Contracts (Rights of Third Parties) Act 1999 the parties agree that a person who is not a party to this Agreement may not enforce any of its terms, except where expressly provided for in this Licence

22. Nothing contained in this Licence shall prejudice, override, modify or in any other way affect the rights, powers, duties and obligations of the Council in the exercise of its statutory powers as a local authority.

23. **Dispute Resolution**

23.1 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Licence.

23.2 A dispute relating to the provisions of this Licence which cannot be resolved in the first instance between the parties' representatives within a month shall be referred to the Director of Law and Governance for the Council and to a Director of the Licensee for the Licensee.

23.3 Nothing in this clause shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.

23.4 If any dispute cannot be resolved between the parties within a month of referral as set out in clause 23.2 then at the instance of either party it will be referred to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.

23.5 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this clause. The initiating party shall send a copy of such request to CEDR.

23.6 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.

23.7 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation, either party may commence proceedings.

24. In this Licence except where the context otherwise requires:-

a) words importing the singular meaning include where the context so admits the plural meaning and vice versa; and words importing the masculine include the feminine and the neuter;

b) reference to a clause is a reference to the whole of that clause unless stated otherwise;

c) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended, re-enacted or superseded;

d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;

e) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement;

f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

25. Council’s Possession of the Site and exclusion of sections 24-28 of the Landlord and Tenant Act 1954

25.1 Possession of the Site remains vested in the Council subject only to the rights granted by this Licence and this Licence shall not confer on the Licensee any rights

which may in law amount to a tenancy or agreement for a tenancy nor confer any other interest or right of the Licensee to possession of the Site or any part of it.

25.2 The parties agree that no relationship of landlord and tenant is created by this Licence however should this Licence be interpreted by a court to be a Lease notwithstanding this is not the intention of the parties, the parties hereby confirm that the Council served a notice on the Licensee, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 ("LTA 1954") before this Licence was entered into. The Licensee made a declaration dated ……. in accordance with the requirements of section 38A(3)(b) of the LTA 1954. The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to any tenancy created by this agreement.

26. Indirect or Consequential Loss

The Licensee acknowledges that the Council shall not have any liability to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Licence.

27. Force Majeure

27.1 The Council shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from a Force Majeure Event or any other events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one week, the Council may terminate this Licence by giving 24 hours' written notice to the affected party.

27.2 Notwithstanding clause 27.1 above, each party will put in place a contingency plan to avoid, where reasonably possible, being prevented from performing its obligations under this Licence by a Force Majeure Event, will notify the other party of the Force Majeure Event promptly and will use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

28. **Notices**

28.1 A notice given by a party to a party under or in connection with this Licence will be in writing and delivered by hand or sent by pre-paid first class post or other next working day delivery service (providing proof of postage or proof of delivery), to the address given on the first page of this Licence for the party, or to such other address as is notified by a party from time to time.

29. This Licence shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF the parties have signed this Licence on the day and date first before written

Signed on behalf of the Council of
BOURNEMOUTH, CHRISTCHURCH
AND POOLE COUNCIL
by

Authorised Signatory:

……..

Name:

……..

Position:

……..

Signed by the said **XXXXXXXXXXXXX**
(for an on behalf of **XXXXXXXXXXXXXXX):**

Signatory:

……..

Name:

……..

Position:

……..

SCHEDULE 1

1. The Licensee shall use the Site only for the use permitted by this Licence and within the times and dates permitted by this Licence and for no other use.
2. The Annual Operation Period permitted under this Agreement shall be from 1 April to [30th September] in each calendar year of the Licence and the ceremony/event times shall be between 10am and 11pm only.
3. No vehicles or vehicular access shall be permitted on or to or from the Site or over the Promenade between 10am and 6pm.
4. The Licensee shall keep the Site in an attractive condition and shall consult the Council for marketing materials, providing proofs prior to erection on site. These may be subject to planning permission also.
5. The Licensee shall not use the site for third party advertising and may only promote beach weddings on the site.
6. The Licensee shall carry on his business so as not to cause any nuisance or obstruction to any person or persons using the Seafront except such as shall arise unavoidably from the operation of this Licence.
7. The Licensee agrees with the Council as follows:

6.1 To provide the opportunity for marriages and civil partnerships to take place on the Site, undertaking all enquiries bookings, client liaison before during and after the wedding day celebrations.

6.2 To deliver all the logistical requirements for the provision of the wedding ceremonies, including site management and security of the Site and equipment required both before during and after each beach wedding.

6.3 When a marquee is assembled to ensure that the Site is patrolled overnight by security staff and during days of ceremonies.

6.4 To provide risk assessments for all matters relating to the event to the Council and order and ensure the safe installation and removal of all equipment required for the beach weddings providing evidence of public and employers liability insurance of any third party contractor used as required

6.5 To repair and maintain the Wedding Hut throughout the Licence Period

6.6 The Licensee will provide winter storage for the Wedding Hut

6.7 To comply with such reasonable directions as may be given by the Council to the Licensee as to the operation of the activities.

6.8 To observe and perform all statutory provisions regulations defence regulations and orders and byelaws for the time being in force affecting the Seafront and to comply with all statutory and regulatory requirements including, without limitation, the Wedding License Conditions a copy of which is annexed hereto (as may be varied from time to time), the Premises Licence Conditions (in respect of the Premises Licence under the Licensing Act 2003), planning requirements and environmental health regulations.

6.9 To provide full site management presence during each wedding or ceremony.

6.10 To provide an up to date staff contact list to the Council's Seafront Offices and to the Town Hall Registrar.

6.11 To liaise with the Council's Seafront/Tourism Team over bookings of weddings and ceremonies. The Council shall retain the right to enforce the cessation of beach wedding operations on the Site in the event that a Council organised event is scheduled for the Site on any particular day PROVIDED THAT no less than 12 months' notice of any such dates is given by the Council to the Licensee

6.12 To offer suitable access to the Site for guests if required with mobility issues e.g. matting on sand for elderly guests; provision of beach going wheelchairs.

6.13 To ensure the Site is left clean and tidy after use and to remove all trade refuse from the Site.

6.14 To provide the Council's Seafront/Tourism Team with details of booking conditions and cancellation policies.

6.15 To provide the Council's Seafront/Tourism Team with an up to date list of all booked weddings and ceremonies at the beginning of each month and notify as soon as is practicable of any subsequent changes to that list.

6.16 To fund the renewal of all relevant licences and permissions if this Licence is extended.

6.17 To notify the Council's Seafront/Tourism Team of the prices of each wedding packages:

6.18 not to carry out any alterations to the Site or erect any advertising on the site without prior written consent from the Council.

6.19 at the Council's request to remove from the Site any of the Licensee's property equipment goods or chattels brought onto the Site by the Licensee deemed not fit for purpose by the Council

6.20 Prior to commencement of the season to notify the Council's Seafront/Tourism Team of any alternative arrangements in place to provide a wedding/ceremony should the site be unavailable for any reason.

6.21 The Licensee must supply adequate fire equipment to the site and all staff must be trained in the use of this equipment in case of fire.

6.22 The Licensee is responsible for the provision of all catering on the site. Catering facilities are only permitted for the provision of canapés, buffets and wedding breakfasts for the sole use of the wedding party. The Licensee is prohibited from selling food or drink to member of the public outside of the wedding party.

6.23 The Licensee is responsible for the safe removal and disposal of all waste including flammable substances such as cooking oil from the site.

6.24 The Licensee is responsible for the removal and disposal of grey water which must not be discharged into the surface water drains.

6.25 The Licensee is responsible for the provision of electrical power to the site, which must be a super silent diesel generator or equivalent. The storage of fuel containers on site is prohibited. A drip tray must be used during refuelling to prevent spillage onto the beach.

SCHEDULE 2

1. Licence Fee

1.1 For each of the three Operating Period covered by this Licence the Licence Fee shall be (i) a fixed (non-refundable) payment as set out in Clause 1.2 below and (ii) a further gross turnover payment ("Gross Turnover Payment") as set out in Clause 1.3 below.

1.2 For each of the three Operating Periods covered by this Licence the fixed non-refundable payment shall be:

1.2.1 for the first Operating Period during the Licence Period: [?] plus VAT

1.2.2 for the second Operating Period during the Licence Period: [?] plus VAT

1.2.3 for the third Operating Period during the Licence Period: [?] plus VAT

2. Payment of the Licence Fee

2.1 The Licensee shall pay to the Council the Licence Fee on 1 April in each of the three Operating Periods of this Licence.

2.2 For the avoidance of doubt all calculations relating to the Licence Fee and its payments shall proceed on the basis that the onus of proving all facts and figures shall rest with the Licensee.

3. Accounts and Records

For the purpose of verifying and calculating the Licence Fee the Licensee shall

3.1 Keep proper books of account and records of the management and operation of weddings/ceremonies organised on the Site by the Licensee in such form as approved by the Council which shall be available for inspection by the Council at any time during the Licence Period.

3.2 Within thirty days of [each Operating Period]during the Licence Period

3.2.1 prepare the accounts of all the said weddings and such accounts together with all relevant books of account and record shall be verified at the Licensee's own expense by a certified accountant who must be an accountant qualified with an Institute recognised by the Consultative Committee of Accounting Bodies and appointed by the Licensee and

3.2.2 adopt such accounts and then submit them to the Council for inspection.

SCHEDULE 3

1. The Council shall be the holder of the License approving the Wedding Hut as a venue for civil marriages and civil partnerships in pursuance of Section 26(1) (bb) of the Marriage Act 1949 and the Civil Partnership Act 2004 ("the Wedding License").

2. The Council shall supply the Wedding Hut at the start of each Operating Period during the Licence Period. After this the Licensee shall assume all responsibility for the Wedding Hut and its maintenance.

3. The Council will offer use of West Cliff lift ("Cliff Lift") for the wedding party (up to 12 people) subject to availability for one return journey on the day of the wedding ceremony, at the Council's own cost, so long as the return journey is taken during normal operational hours. Further the Council will offer at the Council's own cost a private Cliff Lift journey for the [wedding party (excluding the guests)] on the day of the wedding ceremony and a private Cliff Lift return journey up for the coupleso long as the return journey is taken during normal operational hours.

4. The Council will offer use of the Cliff Lift at an additional cost and subject to availability and will use all reasonable endeavours to permit the wedding party and guests priority over the general public in the Cliff Lift on both the down and return journey.

5. The Council shall allow access for deliveries to the Site between 7am and 10am and after 6pm.

6. The Council shall provide the extended Premises Licence with the agreed conditions

7. The Council reserves the right to close the beach and/or the promenade to the public in the event of an emergency situation outside of the control of the Council. The Licensee shall not be entitled to any refund of the licence or recompense should this arise

8. The Licensee shall effect and maintain insurance of the Wedding Hut in its full replacement value during the License Period

SCHEDULE 4

Plan of site to be inserted: