



North Sunderland Harbour

Section 17 – Booking Offices Licence

THIS LICENCE is made on

2024

Parties

NORTH SUNDERLAND HARBOUR COMMISSIONERS

of Harbour Road, Seahouses, Northumberland, NE68 7RN]
("NSHC"); and

[OCCUPIER] of [Address] [(Company Number: [])] (the "Licensee").

Agreed Terms

1. Interpretation

1.1 The following definitions apply in this Licence:

"Common Parts"

means the service yards, forecourts, landscaped areas, pedestrian walkways, accessways, refuse facilities and fire escapes within the Premises and all other areas or parts of the Premises and amenities within the Premises which from time to time are provided by NSHC for common use and enjoyment by the tenants and occupiers of the Premises and all persons expressly or by implication authorised by them.

"Competent Authority"

means 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.

"Facilities Charge"

means a fair and reasonable proportion of the costs of all electricity and other charges levied in respect of such services used by the Licensee at the Site together with charges levied in respect of any other facilities as may be agreed by the parties to be provided by NSHC from time to time during the Licence Period.

"Harbour"

means North Sunderland Harbour, Seahouses, NE68 7RN.

"Licence Fee"	means the amount of per annum, which for the avoidance of doubt shall exclude the Facilities Charge.
"Licence Period"	means the period from and including (normally 1st April each year) until the date on which this Licence is determined in accordance with clause 5 or clause 6.
"Necessary Consents"	means 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"	means the placing of a single hut with maximum dimensions of two metres high, three metres wide and two metres deep for use as a booking office in connection with the Licensee's business as a [passenger boat / angling charter boat] operator.
"Premises"	means the premises (including the waters, docks, quays, piers, wharves, berths, locks, breakwaters, jetties, slipways, landing places, harbour walls, wave walls, rock revetments, yards, roads, car parks, sheds, other buildings and all other works and conveniences, land and premises) which are vested in, leased to or occupied or administered by NSHC as part of its undertaking at the Harbour.
"Site"	means the area within the Premises from time to time allocated to the Licensee by NSHC in its absolute discretion.
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedules form 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 Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 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.
- 1.7 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.
- 1.8 A reference to **writing** or **written** includes fax and email.
- 1.9 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 all reasonable endeavours to prevent that thing being done by another person.
- 1.10 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.
- 1.11 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.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to Occupy

- 2.1 Subject to clause 4 and clause 6, NSHC permits the Licensee to occupy the Site for the Permitted Use for the Licence Period in common with NSHC and all others authorised by NSHC (so far as is not inconsistent with the rights given to the Licensee to use the Site for the Permitted Use), together with the rights mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall occupy the Site as a licensee and that no relationship of landlord and tenant is created between NSHC and the Licensee by this Licence;
 - 2.2.2 NSHC retains control, possession and management of the Site and the Licensee has no right to exclude NSHC from the Site;
 - 2.2.3 the licence to occupy granted by this Licence is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee and its employees;

- 2.2.4 nothing in this Licence entitles the Licensee to the exclusive use of any particular space within the Premises; and
- 2.2.5 without prejudice to its rights under clause 5, NSHC shall be entitled at any time on giving not less than seven days' notice to require the Licensee to transfer to alternative Site elsewhere within NSHC's Property and the Licensee shall comply with such requirement.
- 2.2.6 This Licence is issued solely for the booking office named XXXXX and is non-transferable without prior consent from North Sunderland Harbour Commissioners. (See 2.2.2 above)
- 2.2.7 This Licence is issued for one site per Limited Company irrespective of the number of vessels the site is selling for.

3. Payment of Licence Fee

- 3.1 The Licensee agrees and undertakes to pay on the date hereof to NSHC a sum in respect of the Licence Fee for the whole of the Licence Period.
- 3.2 The Licence Fee shall be subject to VAT at the prevailing rate.
- 3.3 Should the Licence Fee be outstanding after 30 days of date of invoice issue then NSHC retain the right to cancel the Licence and request the removal of the Booking Office.
- 3.4 Should the invoice remain unpaid after 45 days then NSHC will close off access to the Booking Office.

4. Licensee's obligations

- 4.1 The Licensee agrees and undertakes:
 - 4.1.1 to pay by direct debit, cheque or bankers draft the Facilities Charge on the 1st day of each month;
 - 4.1.2 to keep the Site and its environs clean, tidy and clear of rubbish and to hand it back to NSHC at the end of the Licence Period in a clean and tidy condition having first made good all damage caused to the Site and NSHC's own equipment, goods and chattels by the Licensee or by any visitors, contractors or other third parties that the Licensee allows to access the Site;
 - 4.1.3 not to use the Site other than for the Permitted Use;
 - 4.1.4 to vacate the Site for an aggregate period of at least four weeks during the Licence Period;
 - 4.1.5 not to make any alteration or addition whatsoever to the Site;

- 4.1.6 to use and continue to use only the power source/s allocated and designated by NSHC.
- 4.1.7 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Site or elsewhere in NSHC's Property or the Premises, other than in accordance with Schedule 1, without the prior written consent of NSHC;
- 4.1.8 not to do or permit to be done in the Site anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to NSHC or to occupiers of the Premises or any owner or occupier of neighbouring property;
- 4.1.9 not to cause or permit to be caused any damage to:
 - (a) the Premises, the Site or any neighbouring property; or
 - (b) any property of the owners or occupiers of the Premises, the Site or any neighbouring property;
- 4.1.10 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 4.1.11 not to apply for any planning permission in respect of the Site;
- 4.1.12 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Premises or which will or might vitiate in whole or in part any insurance effected by NSHC in respect of the Premises and the Site from time to time;
- 4.1.13 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Site;
- 4.1.14 to observe any reasonable and proper rules and regulations NSHC makes and notifies to the Licensee from time to time governing the Licensee's use of the Site and the Common Parts including those contained at Schedule 2 of this Licence;
- 4.1.15 to leave the Site in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Site at the end of the Licence Period;
- 4.1.16 not to pollute the Site or any of the conducting media serving the same and not to cause the Site to become contaminated;
- 4.1.17 not to use the Site for any activity which is dangerous, noisy or offensive;
- 4.1.18 to maintain adequate insurance in relation to the licensee's occupation of the Site, including third party liability cover for not less than £5,000,000, cover for all equipment that the Licensee brings into the Site and, where

appropriate, Employers' Liability cover to at least the statutory minimum. The Licensee shall produce evidence to NSHC of such insurance within 7 days of a request to do so;

- 4.1.19 not to bring electrical equipment additional to that which would normally be required to run a booking office into the Site without permission of NSHC.
- 4.1.20 to indemnify NSHC and keep NSHC indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from any breach by the Licensee of any undertaking or term of this Licence; and
- 4.1.21 to pay to NSHC interest on the Licence Fee or other payments at the rate of two per cent per annum above the base rate of such bank as NSHC shall designate 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 on its due date (whether formally demanded or not).
- 4.1.22 By 1st April every year move hut pitch such that every operator gets to occupy the prime selling site once every 3 years.

5. Breach of Undertaking

- 5.1 NSHC shall be entitled immediately (on giving written notice to the Licensee) to withdraw all or any of the rights set out in clause 2:
 - 5.1.1 should the Licensee fail to perform any of its undertakings set out in clause 4; or
 - 5.1.2 in the event that the Licensee has a petition presented for its winding up or administration which is not discharged within fourteen (14) days of presentation or any other action is taken with a view to its winding up (otherwise than for the purpose of reorganisation or amalgamation without insolvency), or become bankrupt or commit an act of bankruptcy, or make any arrangement or composition for the benefit of creditors, or have a receiver or manager or administrative receiver or administrator or liquidator appointed in respect of any of its assets, or have anything analogous to any of the foregoing under the law of any jurisdiction occur to it, or cease or threaten to cease to carry on business, without prejudice to the accrued rights of NSHC.

6. Termination

- 6.1 This Licence shall end on the earliest of:
 - 6.1.1 31st March 2025;

- 6.1.2 the expiry of any notice given by NSHC to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 4;
- 6.1.3 the expiry of not less than three months' prior written notice given by the Licensee to NSHC.
- 6.2 In the event that the Licensee terminates this Licence, termination will be subject to all payments having been made by the Licensee to NSHC up to the end of the Licence Period.
- 6.3 At the end of the Licence Period the Licensee shall vacate the Site and remove all of its belongings from the Premises and the Site and otherwise leave the Premises, NSHC's Property and the Site in accordance with its obligations under this Licence.
- 6.4 Should the Licensee fail to vacate the Site and remove all of its belongings from the Premises and the Site in accordance with clause 6.3:
 - 6.4.1 NSHC may, at the Licensee's risk, remove the Licensee's hut and other belongings from the Premises and the Site and thereupon secure them elsewhere and charge the Licensee with all costs reasonably incurred by NSHC in connection with such removal, including storage fees; and/or
 - 6.4.2 if the Licensee's hut is derelict, NSHC may dismantle, destroy and/or dispose of the hut and to charge the Licensee with all costs reasonably incurred by NSHC in connection with such dismantling, destruction or disposal.
- 6.5 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.

7. Notices

- 7.1 Any notice 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:
 - 7.1.1 to NSHC at: [ADDRESS] and marked for the attention of [NAME OR POSITION] or by email to [EMAIL ADDRESS]; and
 - 7.1.2 to the Licensee at: [ADDRESS] and marked for the attention of [NAME OR POSITION] or by email to [EMAIL ADDRESS],or as otherwise specified by the relevant party by notice in writing to the other party.
- 7.2 Any notice given in accordance with clause 7.1 will be deemed to have been received:
 - 7.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 7.2.2 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; or
 - 7.2.3 if sent by email, on receipt of a delivery return email.

7.3 This clause 7 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. No Warranties for Use or Condition

8.1 NSHC gives no warranty that the Site is physically fit for the purposes specified in clause 2.

8.2 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 NSHC before the date of this Licence as to any of the matters mentioned in this Licence and (without prejudice to the generality of the foregoing) in clause 8.1.

8.3 Nothing in this clause 8 shall limit or exclude any liability for fraud.

9. Limitation of NSHC's Liability

9.1 Subject to clause 9.2, NSHC is not liable for:

9.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Site; or

9.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Site; or

9.1.3 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 Site in the exercise or purported exercise of the rights granted by clause 2.

9.2 Nothing in clause 9.1 shall limit or exclude NSHC's liability for:

9.2.1 death or personal injury or damage to property caused by negligence on the part of NSHC or its employees or agents; or

9.2.2 any matter in respect of which it would be unlawful for NSHC to exclude or restrict liability.

10. 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.

11. 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.

12. 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.

Schedule 1 Rights Granted to Licensee

The right for the Licensee:

1. to use such parts of the Common Parts for the purpose of access to and egress from the Site as shall from time to time be designated by NSHC for such purpose; and
2. to display advertising boards showing sailing times, destinations, fares etc., which boards must be securely fastened to the Licensee's hut located on the Site, be placed parallel to the front of the hut and extend no further than 60 centimetres beyond each side of the hut.

Schedule 2 Rules and Regulations

The Licensee shall:

- 1.1 nominate a representative for all matters in respect of this Licence;
- 1.2 be responsible for the custody of its own assets (NSHC will advise ownership of other assets);
- 1.3 not (without NSHC's consent in writing) advertise, market, make sales in respect of or otherwise promote any business other than the Licensee's own from the Site.

NSHC shall:

- 2.1 give details of services provided by NSHC to the Licensee when the Licensee moves onto the Site; and
- 2.2 have the discretion to issue rules and regulations to ensure that the occupation of NSHC's Property is enjoyed by all and, for example, reasonable and proper rules and regulations can be imposed to deal with, but not limited to, the following:
 - 2.2.1 objects blocking thoroughfares;
 - 2.2.2 public areas being left in an untidy condition;
 - 2.2.3 damage to the Site generally;
 - 2.2.4 unauthorised visitors; and
 - 2.2.5 inappropriate behaviour on the Premises, such as general untidiness.

Signed by [NAME] for and on behalf of)
NSHC)

Commissioner)
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Signed by [NAME] for and on behalf of)
the Licensee)

Director / Principal)
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