

DATED _____ March 2024

FYLDE BOROUGH COUNCIL

and

LICENCE

relating to walking of hired donkeys on the foreshore at St. Annes

Period: 29th March 2024 to 31st October 2026

Ian Curtis
Head of Governance
Fylde Borough Council
Town Hall
Lytham St Annes
FY8 1LW

THIS LICENCE is made the day of March 2024

BETWEEN FYLDE BOROUGH COUNCIL of the Town Hall St. Annes Lancashire (hereinafter called "the Council") by the hand of IAN CURTIS its Head of Governance of the one part and x (hereinafter called "the Licensee") of the other part

WHEREBY IT IS AGREED as follows:-

1. THE Council so far as it lawfully can or may and subject to the right of the Council to determine this Licence as hereinafter mentioned GIVE LEAVE AND LICENCE to the Licensee during the period from the Twenty Ninth Day of March 2024 to the Thirty First Day of October (both days inclusive) in the year 2026 to walk donkeys for hire on the foreshore at St. Annes Lancashire in the location which for identification purposes is referred to on the plan annexed hereto or as the Council shall determine from time to time.

2. NOTHING in this Licence shall confer upon the Licensee possession of any part of the Foreshore

3. THE Licensee shall pay to the Council in advance on the First Day of April or Easter (whichever if the earlier) trading in the years 2024 to 2026 the sum of £xxxx (xxxx pounds) for the privileges hereby granted

4. THE Licensee hereby jointly and severally covenants and agrees with the Council as follows:

- (a) To pay the said sum on the day and in the manner aforesaid
- (b) No more than eight donkeys shall be operated from the approved area at any one time
- (c) The Licensee shall comply with the Byelaws with respect to the seashore from time to time in force within the said Borough and shall produce a veterinary surgeon's certificate of fitness of the said hoof-branded donkeys (Condition 6 refers) to the Council on the 1st April or Easter (whichever is the earlier) in each year of the Licence
- (d) All donkeys used for the purpose of plying for hire shall be identified by means of hoof branding by the Donkey Sanctuary at the same time as the veterinary surgeon's inspection as being fit for the purpose of plying for hire and suitable for the carrying of persons. The Licensee to comply with the Animal Health Regulations 2018 as applicable.
- (e) The Licensee shall not be permitted to ply for hire on Fridays except with the consent of the Council

- (f) The Licensee shall not upon the Foreshore or in connection with the said privileges do anything other than the hiring of donkeys and shall not advertise in any way and shall conduct the hiring in a quiet and orderly manner
- (g) Hours of work of donkeys shall not exceed 9.00 a.m. to 1.00 p.m. and 2.00 p.m. to 8.00 p.m.
- (h) Donkeys shall have a daily rest interval of one hour between 1.00 p.m. and 2.00 p.m. during the whole of which period girths shall be loosened
- (i) No person exceeding the weight of seven stones or over fourteen years of age shall be carried by any donkey
- (j) No sticks or whips shall be permitted to be used or kicking allowed
- (k) Donkeys shall be fed and watered an hour before use in the morning during the rest interval and at 6.00 p.m. daily
- (l) Not more than three animals shall be driven by one driver
- (m) The charges made by the Licensee and the distance of rides in respect of the donkeys shall be subject to the approval of the Council
- (n) The Licensee shall provide to the satisfaction of the Council adequate protection of the animals from the sun and inclement weather
- (o) The Licensee shall provide a receptacle for the deposit of refuse occasioned by the donkeys plying for hire on the said Foreshore and shall remove the said refuse on a daily basis and this Licence shall be immediately terminated if the Council shall consider that any nuisance is being caused by the donkeys
- (p) The Licensee shall not light or use any fire upon any part of the Foreshore
- (q) Any officer of the RSPCA or of the Council or any police officer is authorised and appointed to supervise the licensed donkeys plying for hire on the foreshore and to enforce regulations made by the Council with reference thereto
- (r) not to deposit cause suffer or permit to be deposited on the foreshore or other land of the Council any refuse of any description and to assist at all times in keeping the foreshore or other land as aforesaid in a clean and tidy condition

- (s) to exercise the rights hereby granted in an orderly manner without any unnecessary obstruction of the foreshore to the use thereof by the public and not to do or permit cause or suffer to be done anything in or upon the foreshore or promenades which may be or in the opinion of the Council become a nuisance annoyance disturbance or source of damage to the Council or to the owners or occupiers of neighbouring land or to the public
- (t) to comply with all Statutory Enactments requirements Regulations and Instruments and to comply with the byelaws rules and regulations of the Council and all other competent authorities and with the reasonable directions of the Council's authorised officers issued from time to time
- (u) to provide information and access to such documents as the Council may require to enable it to satisfy that the firm complies and will continue to comply with the Animal Health Regulations 2018, Race Relations Act, Equal Opportunities Act, Sexual Discrimination Act, The Safeguarding Vulnerable Groups Act or Disabled Persons Employment Act
- (v) that he shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the licence or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the licence or any contract.
- (w) that throughout the duration of this licence the licensor shall (and in addition shall ensure that its contractors shall), discharge their obligations under this licence and perform the service in accordance with their responsibilities under the provisions of the Sex Discrimination Act 1975, Race Relations Act 1976 (as amended by Race Relations (Amendment) Act 2000), The Safeguarding Vulnerable Groups Act 2006, Disability Discrimination Acts 1995, 2004 and 2005, Equality Act 2006, Anti-discrimination in employment legislation - covering religion, beliefs, sexual orientation and age, Codes of Practice issued by the European Commission for Combating Discrimination, Equal Opportunities Commission, Commission for Racial Equality and the Disability Rights Commission and shall in addition discharge its obligations under this licence and provide the service in a manner consistent with Fylde Borough Council policies on equal opportunities.

5. THE Licensee shall at all times save harmless and keep effectually indemnified the Council from and against all actions claims demands and costs made or brought against the Council

by reason of or on account of or arising out of or as a result of the act default or neglect of the Licensee his agents servants workmen licensees or invitees or the grant of the privileges hereby granted or the exercise or purported exercise by the Licensee of any of the privileges hereby granted or so purported to be granted

6. THE Licensee shall take out a policy of insurance with an Insurance Company listed no lower than an "A" on Standard & Poor's credit rating lists against third party risks for the sum of £5,000,000 (or such other amount as the Council shall determine from time to time) for any one claim number of claims unlimited and the Licensee shall pay the premium on such policy and shall produce to the Council the policy and the receipts for the premium on demand

7. ANY notice or consent required to be given by the Council under this Agreement shall be in writing and given under the hand of the Chief Executive for the time being of the Council

8. THIS Licence shall at all times be construed as a personal agreement between the Council and the Licensee and shall not be capable of being transferred by the Licensee

9. IT IS HEREBY AGREED as follows:-

If any sum payable hereunder by the Licensee shall be unpaid for seven days after the same becomes payable (whether formally demanded or not) or if any term or condition or stipulation on the Licensees part herein contained shall not be performed or observed or if the Licensees shall become bankrupt or commit any act of bankruptcy or make any assignment or composition for the benefit of their creditors or suffer any distress or process of execution to be levied upon their goods then and in any such case (and in addition to any other right or power possessed by the Council) it shall be lawful for the Council by seven day's notice to determine this Licence but without prejudice to the right of action of the Council in respect of any antecedent breach of the covenants conditions or stipulations on the licensee's part herein contained

IN WITNESS whereof the parties hereto have set their hands the day and year first hereinbefore written

SIGNED by the said

IAN CURTIS in the

presence of:-

SIGNED by the said xxxx xxxx

in the presence of:-

Name

Address

Occupation