

DATED

2024

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FYLDE BOROUGH COUNCIL

and

LICENCE

relating to the provision of Children's Inflatable Features/Rides  
on the Beach at St. Annes

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

THIS LICENCE is made the \_\_\_\_\_ day of \_\_\_\_\_ 2024

BETWEEN FYLDE BOROUGH COUNCIL of the Town Hall, Lytham St. Annes, Lancashire FY8 1LW (hereinafter called "the Council") by the hand of IAN CURTIS its Head of Governance of the one part and \_\_\_\_\_ (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 \_\_\_\_\_ to \_\_\_\_\_ (both days inclusive) the right to place and operate two items of either children's inflatable play equipment (hereinafter called "the Inflatable Features") or two children's rides on the beach at St Annes as shown on the attached plan (hereinafter called "the Site") and in any event the actual position of the Inflatable Features shall be such as the Council shall determine TOGETHER with a vehicular right of access as is hereinafter mentioned RESERVING unto the Council for any reason whatsoever the right to alter the location of the Inflatable Features within the Site.

The Licensee should note that arrangements for access and egress to facilitate the installation and removal of the attraction shall be subject to the agreement of the Council's Head of Technical Services and the use of vehicles on the beach requires an additional permission and vehicles will not be permitted to remain within beach areas other than on designated car parks to facilitate access and egress and vehicle use will be restricted to a maximum period of one hour before and following the period of operation.

2. IT will be the responsibility of the Licensee to obtain (at their own expense) and provide suitable Inflatable Features/Rides for hire by the general public and to first submit for the prior approval of the Council full details of the Inflatable Features/Rides proposed to be positioned.

3. THE Licensee shall pay to the Council in advance by way of four equal instalments payable on 1st April, 1st July, 1st October and 1st January in each year of this Licence the following sums for the privileges hereby granted (the Licence Fee):

3.1 In the first 3 years of the licence period the sum of £xxxx per annum; and

3.2 In the remaining 4 years of the licence period such sums as shall be determined in accordance with the provisions for review contained within the Schedule to this Licence.

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

- (a) to pay the Licence Fee on the days and in the manner aforesaid
- (b) to allow the Council at any time during the period of this agreement to inspect the Inflatable Features, and to repair or replace the feature if, in the opinion of the Council, it is in an unsatisfactory condition
- (c) (i) in the interests of safety the Licensee shall not allow any person over ten years of age to use the Inflatable Features and shall ensure that an age range of not greater than three years exists between patrons using the Inflatable Features at any one time  
  
(ii) that the Licensee shall be responsible for all health and safety matters in accordance with the Health and Safety at Work etc. Act 1974 and any re-enactment thereof (including all codes of practice and guidance issued thereunder) and that all equipment complies with British Standard BS EN 14960 and in addition the operator shall ensure compliance with the PIPA inflatable play accreditation scheme and all codes of practice and guidance.
- (d) not to affix or exhibit or to permit to be affixed to or upon any part of the exterior of the said Inflatable Features/Rides any placard notice poster signboard writing or other advertisement except such as shall be approved by the Council and not to allow any litter or loose paper to lie in or in the vicinity of the said Inflatable Features/Rides and to provide a litter bin for use by customers
- (e) not for the purpose of obtaining custom or for any other purpose to tout or importune either verbally or by the use of sound reproductive equipment or by the distribution of any handbills circulars or advertisements and not directly or indirectly to hawk or solicit custom whatsoever
- (f) 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
- (g) 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

- (h) to make the Inflatable Features/Rides available for hire during usual business hours except during periods of inclement weather
- (i) to keep the Inflatable Features/Rides in good repair and condition
- (j) to remove the Inflatable Features/Rides and the end of each day and from the Site by the Eighth Day of November in each year or upon the sooner determination of this Licence and leave the Site in a clean and tidy condition at the end of each day
- (k) to provide information and access to such documents as the Council may require to enable it to satisfy that the Licensee complies and will continue to comply with its obligations under this Licence
- (l) the Licensee 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
- (m) To comply with all local, national and directly applicable supranational 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, guidance made under them and to provide the service in a manner consistent with the Council's policies on equal opportunities and in accordance with the reasonable directions of the Council's authorised officers issued from time to time

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 an authorised officer 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 days' 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

#### **SCHEDULE**

1. The Licence Fee will be reviewed on the fourth and sixth years of this Licence and varied by applying the following formula:—

$$X = (LF \times A) \div B$$

where:—

X = the revised Licence Fee payable after the review;

LF = the amount of the Licence Fee payable immediately before the date of the review;

B = the 'all items' figure of the Index of Retail Prices published by the United Kingdom Government (the 'RPI figure') published in respect of the last complete month immediately before the date of this Licence, or immediately before the date of the last review of the Licence Fee as the case may be; and

A = the RPI figure published for the last complete month immediately before the date upon which the Licence Fee falls for review.

2. If the reference base used to compile the Index changes after the date of this Licence the figure taken to be shown in the Index after the change shall, so far as reasonably practicable, be the

figure which would have been shown in the Index if the reference base current at the date of this Licence had been retained.

3. If it becomes impossible to calculate the Licence for any review period by reference to the Index because of any change in the methods used to compile the Index after the date of this Licence or for any other reason whatever, or if any dispute or question whatever arises between the parties as to the amount of the Licence Fee payable for any review period or the construction or effect of this Schedule, then the Licence Fee for that review period or the disputed matter may, on election of either party, be determined by an arbitrator in accordance with the provisions of the Arbitration Act 1996 at the joint expense of both parties. The arbitrator is to have full power to determine, on such dates as he considers appropriate, what the increase in the Index would have been had it continued on the basis assumed for the operation of this licence fee review and in view of the information assumed to be available for it. If that determination is also impossible, the arbitrator must determine a reasonable fee payable for the rights hereunder on such dates as he considers appropriate, having regard to the purposes and intent of the provisions in this Licence for the review of the Licence Fee.
4. The Council shall as soon as possible after each review date, give notice to the Licensee of the amount of the Licence Fee payable for the next review period.

**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:- .....  
(signature)

Witness Signature .....

Name (in BLOCK capitals) .....

Address .....

SIGNED by the said

.....

in the presence of:-

(signature)

Witness Signature .....

Name (in BLOCK capitals) .....

Address .....