

Report to Bexhill Town Council

on

Licence to occupy seven public conveniences at various
locations



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Ref: BEX0H1-11

1. Properties

The properties you are licensing are described in the definitions and by reference to the plan. The interior of the properties only comprise the licence and will be your responsibility for the purposes of the obligations under the terms of the Lease including repair and maintenance. Rother District Council will remain responsible for external repair and maintenance, and insurance.

2. Introduction

This note is intended to summarise the key provisions of the Licence and highlight your responsibilities as Licensee under its terms.

3. Summary of the Licence

- **Licence Period:** From the date of the Licence to [A Date in 2026], unless terminated earlier.
- **Licence Fee:** £1.00 per annum per property.
- **Permitted Hours:** 8:00 am to 8:00 pm on Business Days or as otherwise notified in writing by the Licensor.

The Licence grants Bexhill-on-Sea Town Council a non-exclusive right to use and operate the public conveniences during the Permitted Hours. It is not a tenancy and does not confer exclusive possession.

4. Licensee's Key Obligations

Under clause 5 and related provisions, your principal obligations include the following:

a. Maintenance and Condition of Properties

- Keep all Properties in good repair, clean, tidy, and free from obstruction.
- Redecorate the Properties as often as reasonably necessary.
- At your own cost, repair any damage caused through use of the Properties.

b. Health, Safety and Compliance

- Comply with all applicable legislation, including health and safety laws.
- Avoid any action that may void insurance cover.
- Avoid causing nuisance or disturbance to others.

c. Alterations

- No structural alterations are permitted.
- Internal, non-structural changes require prior consent from the Licensor.
- At the end of the Licence Period, unless instructed otherwise:
 - Remove alterations;
 - Make good any resulting damage;
 - Reinstate the Properties to their original condition.

d. Payments

In addition to the nominal Licence Fee, the Town Council is responsible for:

- a. Full cost of Utilities used;
- b. Costs incurred by the Licensor for:
 - Insurance cover (commercial all risks);
 - Procuring Utilities;
 - Periodic outgoings (e.g., rates, if any);
- c. Interest on late payments (if over 5 Working Days overdue): 4% above Lloyds Bank base rate.

d. Indemnity

The Town Council must indemnify the Licensor for all liabilities arising from use of the Properties or any breach of the Licence, except where such liability arises due to the Licensor's own negligence.

5. Repair Responsibilities

While the Licensee must maintain the interior and general condition of the Properties, the Licensor remains responsible for structural and exterior repairs. However, the Licensor is not obligated to undertake such repairs and is not liable to the Licensee if it chooses not to do so.

6. Termination Provisions

The Licence may terminate:

- Automatically at the end of the Licence Period;
- Immediately if the Properties become unusable;
- Immediately by the Licensor on material breach by the Licensee (acting reasonably);
- On 28 days' notice by either party.

On termination, the Licensee must vacate the Properties and comply with reinstatement obligations.

7. Other Important Terms

- The Licence is personal to Bexhill-on-Sea Town Council – it cannot be assigned, transferred, or shared.
- The Licence does not create a tenancy or grant exclusive possession.
- No warranties are given that the Properties are fit for the intended use.
- The Licensor has limited liability for interruption of services or other issues unless due to its own negligence.

8. Next Steps and Recommendations

We recommend:

- Maintaining a schedule for regular inspection, cleaning, and repairs;
- Preparing budgets for utility costs, insurance contributions, and maintenance;
- Retaining evidence of compliance with statutory requirements (e.g., cleaning logs, H&S assessments);
- Reviewing any proposed internal changes with the Licensor before proceeding.

Please let us know if you have any queries arising from this report or any of these obligations.

SURREY HILLS SOLICITORS

28 JULY 2025