# Last updated 25/11/22

# PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY

**TENDER FOR WHITESANDS SURF EQUIPMENT CONCESSION For the Period 1st April – 31st October 2023**

Name of Applicant:………………………………………………………

Address:………………………………………………………………….

………………………………………………………………….

Contact Telephone:………………………………………………………

E-Mail Address………………………………………………………….

In consideration of the Pembrokeshire Coast National Park (the Licensor) granting me (the Applicant and Prospective Licensee) the surf hire equipment concession at Whitesands on the conditions set out below and in accordance with the terms contained within the attached licence agreement, I hereby offer to pay the sum specified for the period 1st April – 31st October 2023:-

**Amount of Tender (please state in words)**

………………………………………………………………………….

**NOTE: V.A.T is not charged on the above tender**

**Notes for prospective Licensees**

* The terms as set out within the attached licence (2023 specimen document) are non-negotiable. Any interested party must therefore satisfy themselves that they are willing and able to operate within the terms contained therein.
* The attached aerial photograph shows the full extent of the permitted trading area edged red. For the avoidance of doubt the trading concession being offered is limited and restricted to within the boundary of the area shown edged red only
* Under no circumstances will the Licensee be granted vehicular access to the beach. Accordingly all servicing, loading and parking that the licensee may require ancillary to their operation of the surf hire concession will be limited and restricted to the abutting tarmac car park. This car park is owned and operated by St David’s City Council. The Licensor has no authority to grant any Licensee the right to use the car park. Licensees must therefore make their own enquires directly to St David’s City Council

* In the event that the Licensee is unable to gain access to Whitesands Car Park for any reason they will not be entitled to any compensation or refund of the licence fee by the Licensor.
* The successful applicant will be notified by the Licensor on the 3rd March 2023
* Following notification by the Licensor that the applicants tender has been accepted, the applicant will be required to sign and return the licence on or before 15th March 2023 accompanied by payment of the licence fee in full and a copy of their public liability insurance covering the entire period of the 2023 licence agreement. That public liability insurance must indemnify the Licensor from all risks claims and liabilities arising from the Licensees operation of the concession and provide a minimum cover of £5million.
* PLEASE NOTE THAT IF THE APPLICANT DOES NOT RETURN THE SIGNED LICENCE AGREEMENT ACCOMPANIED BY THE LICENCE FEE PAYMENT IN FULL AND COPY PUBLIC LIABILITY DOCUMENTS ON OR BEFORE THE 15th MARCH 2023 THE CONCESSION OFFER WILL BE REVOKED WITHOUT FURTHER NOTICE

**I have read the above notes, visited the site to familiarise myself with the location and understand and accept the terms and conditions as detailed in the attached licence agreement. I also understand that the Pembrokeshire Coast National Park Authority is not bound to accept the highest or any tender received.**

Signed: ……………………………………. Date: ………………………………………..

WHEN COMPLETED, THIS FORM MUST BE RETURNED BY EMAIL TO THE PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY USING THE FOLLOWING EMAIL ADDRESS:-

tenders@pembrokeshirecoast.org.uk

TO ARRIVE NO LATER THAN 12 NOON ON 1st MARCH 2023

PLEASE NOTE: Tenders received by the Licensor in any other form will **not** be accepted



DRAFT

2023 Season Specimen

LICENCE AGREEMENT

**THIS AGREEMENT** is made the………….. day of ………………………Two thousand and …………………**BETWEEN PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY** of Llanion Park Pembroke Dock Pembrokeshire SA72 6DY (“the Licensor”) (1) and ………………………………………………….. Of …………………………………………..

aforesaid (“the Licensee”) (2)

**WHEREBY:**

1. In this Licence the following terms shall have the meanings hereby given to them: -

“the Plan” means the plan annexed hereto

“ the land” means the land shown edged red on the attached plan at Whitesands Beach, Pembrokeshire

“the Licence period” means the period beginning on the 1st day of April 2023 until the 31st Day of October 2023 or such earlier date if the Licensees rights under clause 2 are terminated under the provisions of clause 4a.i or 4a.ii

“the Licence Fee” means £……………..

“the permitted use” means for the hiring of surf boards surf skis and wetsuits only to members of the public between the hours of 8am and 8pm and for no other purpose.

2. Subject to the provisions of clauses 3 and 4 the Licensor gives the Licensee the right (in

common with the Licensor and all other authorised by the Licensor so far as is not in

consistent with the rights hereby given) to use the land during the Licence Period for

the permitted use

3. The Licensee agrees and undertakes as follows: -

1. To pay the Licensor:
   1. The Licence Fee in full in advance
   2. On demand a fair and reasonable proportion (apportioned in respect of the Licence Period) of all National Non-Domestic Rates and other outgoings of a periodically recurring nature incurred in respect of the Premises
   3. VAT on such payments referred to in this sub clause a. as carry VAT
2. Not to bring any goods or chattels on to the land other than those required for the reasonable enjoyment of the permitted use and to remove all such goods and chattels from the land between the hours of 8pm and 8am daily.
3. To keep the land clean and tidy and clear of rubbish during the licence period and to leave the land in the same condition as existed immediately prior to the commencement of the licence period including the removal of all goods and chattels belonging to the Licensee
4. In the event that the Licensee does not fully comply with the provisions of clause 3.c to the full satisfaction of the Licensor within 48 hours of the expiry of the licence period the Licensor will at its absolute discretion carry out such works as the Licensor considers necessary to reinstate the land and recover the cost of such works in full from the Licensee
5. To display a prominent sign at the point of hire advising the public of the hire rates applicable to their use of the surf equipment and any conditions attached thereto
6. To display at all times at the point of hire whilst exercising the permitted use an authority to trade notice which will be issued by the Licensor at the commencement of the licence period
7. No signs or notices other than that referred to above at 3.e and 3.f are to be displayed upon the land.
8. If at any time and at their absolute discretion the Whitesands beach lifeguards on duty are of the opinion that the permitted use should be suspended due to unsafe sea conditions and advise the licensee of their concerns the licensee must suspend the permitted use immediately until the Whitesands beach lifeguards on duty advise the Licensee that sea conditions are safe for the resumption of the permitted use.
9. Not to use the land in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the owners and occupiers of adjoining or neighbouring property
10. To observe all statutory requirements affecting the land and not to do or permit or suffer to be done on the land anything which would or might constitute a breach of any such statutory requirement or which would or might vitiate in whole or in part any insurance affected in respect of the land
11. To continuously hold public liability insurance for the use of the land in the sum of not less than Five million pounds
12. To observe such reasonable rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee’s use of the land
13. Not to impede in any way the Licensor or its officers employees agents or contractors in the exercise of the Licensor’s rights of possession and control of the land
14. To indemnify and keep indemnified the Licensor against all losses claims demands actions proceedings damages costs expenses or other liability arising in any way from any breach of any of the Licensees undertakings given in this clause or from the exercise or purported exercise of any of the rights given in clause 2
15. Not to light any fires on the land

4a. The rights granted in clause 2 shall terminate (without prejudice to the Licensor’s rights in respect of any breach of the agreements and undertakings contained in clause 3):

1. Immediately on notice given by the Licensor at any time following any breach by the Licensee of its agreement and undertakings contained in clause 3
2. On not less than 28 days written notice given by the Licensor or the Licensee to the other party to expire on the last day of the month

4b. The benefit of this Licence is personal to the Licensee and the rights given in clause 2 may only be exercised by the Licensee

4c. The Licensor gives no warranty that the land is legally or physically fit for the purposes specified in clause 2 and the Licensee acknowledges that it is taking the occupying the land at its own risk

4d. The Licensor shall not be liable [save in the case of its proven negligence] for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensee or any person referred to in clause 4b in the exercise or purported exercise of the rights given by clause 2

4e. All notices given by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery or special delivery to the other party at its last known address which shall mean the following:

1. In the case of the Licensor its Head Office for the time being
2. In the case of the Licensee the Licensees address above written

**AS WITNESS** the hands of the parties hereto to the day and year first above written

# SIGNED ON BEHALF OF THE

**PEMBROKESHIRE COAST**

**NATIONAL PARK AUTHORITY**

In the presence of;

**SIGNED BY the said**

In the presence of: