

Supplementary Papers for Licensing Sub-Committee

Date: Wednesday, 12 November 2025



7. **The Beach House, Mudeford Beach Sandbank, Bournemouth, BH6 4EW**

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Submissions from Gary Grant, Barrister, on behalf of the review applicant, Mudeford Sandbank Beach Hut Association (MSBHA)

This matter is brought to the Licensing Sub Committee for determination.

NOTE: With regard to any video footage which may be shown during the hearing, if required the Sub Committee may be asked to consider the following resolution for that part of the hearing: "That under Section 14 (2) of the Licensing Act 2003 (Hearings) Regulations 2005, and with regard to Section 100(A)(4) of the Local Government Act 1972, the public be excluded from the meeting for the following item of business on the grounds that the public interest in withholding the information outweighs such interest in disclosing the information and that it involves the likely disclosure of exempt information as defined in Paragraphs 1 and 2 in Part I of Schedule 12A of the Act"

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BEFORE THE LICENSING SUB-COMMITTEE OF BCP COUNCIL

**REVIEW OF PREMISES LICENCE FOR THE BEACH HOUSE CAFÉ,
MUDEFORD SANDBANK, BOURNEMOUTH, DORSET, BH6 4EW**

**SUBMISSIONS OF MUDEFORD SANDBANK BEACH HUT ASSOCIATION
("MSBHA"): APPLICANT FOR REVIEW**

For Review Hearing: 12 November 2025

Summary of applicant's submissions

1. The Mudeford Sandbank Beach Hut Association ("MSBHA"), who have applied for this premises licence review and represent the overwhelming majority of beach hut residents, welcome a food-led civilised café on Mudeford Sandbank. There has been such a venue in this location for many decades without complaint. Therefore, they do *not* seek to revoke the premises licence of the Beach House Café ("the Café") and never have.
2. Instead, they ask this Licensing Sub-Committee to modify the Café's premises licence to ensure that, as before, it operates in harmony with its environment and the community of residents who live closest to it, namely the residents of the residential beach huts on the Sandbank.
3. **Annex A** to these submissions (at the end of this document) set out the steps and conditions proposed by the applicant, together with Explanatory Notes. They are all focused on solving, fairly, the specific issues that have arisen as a result of the alcohol and music led intensification of use of the Café since it re-opened, as an open-air venue, following a devastating fire in 2018. This commercially motivated transformation of the Café's operation has had a significant and detrimental effect on the lives of the beach hut residents, many of whom are young families with children. These proposals are designed to return the Café to the type of operation it was before the fire – one that served the community without also damaging the lives of the nearest residents.

4. The licence holder rejects these proposals, no doubt for what he perceives as good commercial reasons. Therefore, a hearing is required for the Sub-Committee to determine what measures are appropriate to promote the licensing objectives, particularly but not only, the prevention of public nuisance, in an appropriate and proportionate way. The commercial interests of the licence holder do not, and should not, trump the rights of the beach hut residents to continue to enjoy their properties in relative peace.
5. Of course, the sub-committee is the decision-maker and so the applicant's proposals are not to be taken as an "all or nothing" offer. If the sub-committee determines that some, but not all, of the measures are appropriate, then that can be reflected in the decision taken at the review hearing. There may well be other, or additional, measures that the sub-committee deem appropriate.
6. Premises Licence review proceedings represent "***a key protection for the community where problems associated with the licensing objectives occur after the grant or variation of a premises licence***".¹ The beach hut residents appeal to this sub-committee for that protection
7. The approach of the sub-committee in determining these review proceedings will be well-known to Members. The Statutory Guidance to the Licensing Act 2003 sets it out as follows [at § 9.20]:

"In deciding which of these powers to invoke, it is expected that licensing authorities should so far as possible seek to establish the cause or causes of the concerns that the representations identify. The remedial action taken should generally be directed at these causes and should always be no more than an appropriate and proportionate response to address the causes of concern that instigated the review".

8. These written submissions, which will be amplified at the hearing, are designed to assist the sub-committee and parties. They deal with the following matters:
 - a. A description of the Sandbank, beach huts, and role of the MSBHA.
 - b. The peaceful operation of the Café before the fire in 2018

¹ 11.1 of the s.182 Guidance to the Licensing Act 2003

- c. The drastic changes in the nature of the operation of the Café since it re-opened after the 2018 fire.
- d. The impact on beach hut residents and families.
- e. Regulatory non-compliance by licence holder: licensing, planning and lease.
- f. Regulated entertainment.
- g. Recent planning application and licensing controls.
- h. Observations of the supporting Petition and other supporters of the Café.
- i. BCP's Statement of Licensing Policy.
- j. Conclusion.

Supporting Materials

9. In addition to these Submissions, the applicant will be relying on the following Supporting Materials:
 - a. Photographs of the Café's operation pre-2018 and post-2018 together with their recent social media marketing posts. See here.
 - b. Videos of the events at music and alcohol led events at the Café (previously served on the Council by email and to be watched in advance of the hearing if possible).
 - c. Licence Holder's (purported) Mission Statement/Operating Plan.
 - d. Additional Resident Impact Statements (previously served on Council).
 - e. Lease agreement.
 - f. Mudeford Sandbank Management Plan (2014-2024).

The Sandbank, Beach Huts & MSBHA

10. The Mudeford Sandbank Beach Hut Association ("MSBHA"), represents the community of over 300 residential beach hut owners and residents whose huts are located on both sides of the sandbank that spans Christchurch harbour and the coast in an exceptionally

picturesque and environmentally sensitive location. Until recently, it was very peaceful too.

11. The Visit Dorset tourism website describes the location as a “*unique and beautiful sand spit which adjoins the ancient headland of Hengistbury Head and forms a natural barrier between Christchurch Harbour and the open sea. The area is designated a Site of Nature Conservation Interest (SNCI).*”²
12. Members of MSBHA are, mainly, long-standing residents and council taxpayers who also pay an annual licence fee. The huts were first introduced around 1931. There are now about 348 huts running along the 900-metre spit. 92% of hut owners are members of MSBHA. Many of the huts have been passed down from generation to generation. Family memories of enormous value have been laid down here, for many residents, since their childhoods. Residents, many of whom live locally when not in the huts, wish to preserve the Sandbank’s true value for both this and the next generation of residents.
13. The Mudeford huts are unique in that they are residential and allow overnight sleeping from April through September each year (for the Autumn/Winter months the huts are still used, albeit to a much lesser extent, by some residents as a daytime retreat). Many of the huts contain families with young children, which has considerable bearing on this application. The average occupancy rate per hut is approximately 4 persons (split 2 adults and 2 children per hut). This means that, assuming a 66% occupancy rate, there would be more than 1,000 people a night sleeping in the huts on the Sandbank throughout the period 1 March to 31 October.³
14. In some cases, the huts sit just metres away from the Beach House Café. The closer the huts are to the Café, the more their residents are impacted by its activities.
15. The Council, which is also the freeholder of the land on which the Café sits, has long recognised the importance of preserving this very special environment. The Council’s most recent Mudeford Sandbank Management Plan (2014-2024) recognises that visitor levels must be kept low and sustainable to protect this fragile environment.⁴ The Plan

² <https://www.visit-dorset.com/listing/mudeford-sandbank/114571301/>

³ Figures from page 17 of Mudeford Sandbank Management Plan

⁴ A copy of the Mudeford Sandbank Management Plan is attached.

explicitly discourages commercial promotion or high visitor numbers at the Sandbank. It states (at page 17):

“Mudford Sandbank has proved a tourist attraction to Christchurch by its very nature of remoteness and inaccessibility. Visitors to the Sandbank have always enjoyed the feeling of being ‘away from it all’ in a tranquil environment, with no intrusions from modern living.

The Sandbank is unusual in tourism terms in the sense that many of the visitors who stay in the beach huts are locals holidaying in their own town, simply to escape the stresses of modern life. Very few destinations find such tourism economic benefit from their own residents.

The Sandbank is something of a hidden gem in that visitors from outside the area will only generally find the Sandbank by accident or recommendation. The council does not actively promote the Sandbank, as it does its other beaches, or allow commercial programme makers access if the location will be disclosed so as to preserve the tranquil environment of the area. In tourism publications, the council does describe the Sandbank, but stresses that access is not as straightforward as for other beaches, and it is likely that a visitor to the area would choose the beaches from Avon to Highcliffe in preference.

There is no doubt that whilst the popularity of the Sandbank could be increased, visitor levels should be kept at present levels to maintain sustainability. In tourism terms there are too many examples of fragile sites that have been destroyed through sheer pressure of numbers and poor visitor management and it is hoped that this Management Plan will work to assure the Sandbank’s unique environment is preserved.”

16. It is understood that the licence holder may be suggesting that the instigation of this premises licence review does not reflect the views of the vast majority of beach hut residents. That is not correct. There are perhaps a handful of beach hut residents who have expressed support for the Beach House’s current activities. They are either friends of the licence holder, otherwise share business interests with him in the locality, or whose huts are a long distance away from the café and so out of earshot.
17. The overwhelming number of beach hut residents fully support this application to review the premises licence – since they desperately seek some relief. It was agreed at the Annual

General Meeting of the MSBHA in October 2024, following a vote on a resolution, that the association should investigate and take action in relation to the breaches of planning and licensing regimes by the café's operators. At this year's Annual General Meeting, held on 26 October 2025, following a presentation and a vote, Members approved the continuation of this licence review. As previously indicated, the MSBHA represents 92% of beach hut owners.

18. A number of beach hut residents have made personal impact statements relating to the activities of the Café which have already been served on the Council. These residents have specifically asked for their details to be anonymised. There are, to the knowledge of the Chair and Deputy Chair of the MSBHA, many other residents who have expressed similar misgivings but are uncomfortable putting pen to paper out of fear of recriminations. Mr Kim Slater, the principal operator of the Café is known to be a high profile, forceful character in the area who people do not wish to fall out with. Hut owners who have complained or registered negative comments against the Café in the past, have been discriminated against with banning from his venues and the hut owners' discount card for the adjacent shop, being removed from their use. Mr Slater also owns other hospitality premises in town including The Boathouse in Christchurch.
19. It is a matter of regret to report an incident that occurred at The Boathouse on the afternoon of 31 October 2025 involving Mr Kim Slater (the principal operator of the Beach House Café and its Designated Premises Supervisor) and the Deputy Chair of the MSBHA (Ms Claire Bath). Ms Bath was having a drink with two friends when Mr Slater verbally confronted her in relation to these review proceedings and asked her to leave. He told her that she and her family would now not be welcome in the Beach House, a place where Ms. Bath's children have worked and her family have frequented for over 40 years. Mr Slater's door supervisor then told the group to leave. This upsetting incident was witnessed by friends of Ms Bath, including a former Metropolitan Police Superintendent. It is relayed here to explain why many beach hut residents are afraid to put their head above the parapet in proceedings and is why the Association has agreed to speak up on their behalf.
20. This phenomenon is recognised in the Secretary of State's Guidance issued under section 182 of the Licensing Act 2003:

9.27 In exceptional circumstances, persons making representations to the licensing authority may be reluctant to do so because of fears of intimidation or violence if their personal details, such as name and address, are divulged to the applicant.

21. It would therefore be wrong to suppose that this review is not supported by the great majority of beach hut residents. It is.

Pre-2018 fire – a family restaurant and local amenity

22. Before the fire in November 2018, the Café was a contained, family-friendly restaurant seating around 120 diners. It provided table-service meals and included a small shop selling groceries and sealed alcohol for off-site consumption. A modest takeaway pizza counter operated alongside, but alcohol sales were primarily ancillary to meals, and consumed within the premises.
23. Occasional live music events were held inside the enclosed building, and strict evening door-closure conditions ensured minimal disturbance. Visitor numbers were naturally limited by the number of covers, and the restaurant contributed positively to the community's character.

Post- 2018 fire – a bar without boundaries

24. Following the 2018 fire, a temporary open-air structure was introduced. What began as a short-term measure has evolved into a sprawling takeaway bar operation. Multiple hatches now serve alcoholic drinks in plastic cups and fast food in disposable containers.
25. The photographic and video evidence we have submitted represent what residents experience on an all too frequent basis. (The more sanitised videos produced by the licence holder in this review are just that, sanitised).
26. The venue has no roof, limited structural containment, and queues often extend across the green belt, open space. Despite temporary planning consent due to expire in December 2025 and due to numerous issues, lack of funding, and the inability to agree revised commercial terms between the licence holder and the Council, the site has not been reinstated. The latest proposal, built around shipping containers with an open roof, perpetuates the current takeaway model rather than restore the former enclosed restaurant. In addition, there is a current planning application seeking to extend the current

“temporary” planning consent for the existing open-air premises. This would mean the “temporary” situation will have continued for nine years.

27. Activities which may have been appropriate when the Café was food-led restaurant in a contained building, such as the occasional sedate indoor live music performance, become wholly inappropriate when carried out in an open-air alcohol led environment. A fabric canopy does not contain noise. The result has been predictable – residents suffering a public nuisance.
28. Ever since the fire in 2018, Mr Slater, has made repeated pleas to beach hut residents to be tolerant and patient. Residents were told that the problematic nature of the current operation was just “temporary” and a solution was just around the corner.
29. Residents tolerated this on the understanding it was temporary. Seven years later, with no sign of reinstatement, there have been few formal complaints because of the annual promise following successful planning approvals for the rebuild, and that the new site would contain the commercial operation within its previous footprint with a roof and doors and be returned to a restaurant. This point having been confirmed by the licence holder in the past when they presented their alternative design scheme and commissioned their own public opinion consultation and produced a summary of their proposed operating model (attached). In their own words, their “Mission Statement” for the restaurant was to **“leave only footprints, the only sound is that of the waves breaking, create only good times”** (this unfulfilled Mission Statement is attached). It is evident that the licence holder now has no desire to do this, given their latest planning application which proposed keeping much of the current set up and takeaway model in place.
30. It is unsurprising to residents that Mr Slater, in his evidence submitted for this review, gives similar assurances to the sub-committee. All previous assurances have proven unfulfilled.
31. These assurances are also a further the reason why so few beach hut residents lodged formal complaints with the Council. This is despite the fact that they were being continually disturbed in their huts, their children prevented from sleeping, and the tranquillity that was the *raison d’etre* of the Sandbank was repeatedly being undermined by the new alcohol-led party venue the Café had become. In short, residents wished to

give the Café operator the benefit of the doubt and, rather than create a commotion, to tolerate the disturbances until a fully contained building was built and the existing sprawling operation curtailed.

32. Sadly, it became apparent through planning applications that for financial reasons the promise of a new, self-contained, indoor venue, was effectively abandoned. This is why, MSBHA had to take action to protect its Members. The Café operator is clearly intending to continue blighting the lives of the residents of the Sandbank with his operation in order to make a great deal of money. The interests of the residents were dismissed.

Impact on Residents and Families

33. The residents and families living in close proximity to the Cafe have endured significant disruption. Noise from live DJs, amplified music and large crowds travels freely through the open-air structure and surrounding beach areas. Visitors often consume alcohol beyond the licensed site, leaving behind plastic waste and takeaway litter on surrounding beaches and harbour shoreline. This disturbs residents day and night.
34. Public toilets, used by Café patrons since the fire as the temporary offer has none, are frequently overwhelmed or out of order, leading to public urination, or worse, urination near residential huts. Police have also been called to deal with disorder, and the peaceful enjoyment of the huts has been eroded.
35. The increase in commercial deliveries to the Café, particularly of beer kegs and other food-related supplies, has further intensified disturbance. Large service vehicles now make frequent trips to the site, often at unsociable hours, creating noise from engines, reversing alarms and unloading activities. Because multiple vehicles arrive simultaneously, many are unable to use the designated service area and instead park or reverse along the harbour walkway, which is heavily used by pedestrians, families, and children visiting the beach.
36. Families with children stay overnight in huts within metres of the site. Exposure to drunkenness, disorder, and urination near huts poses direct harm to young people and contradicts the family-friendly character of the Sandbank. The current operation undermines a further licensing objective of protecting children from harm.

37. The open sale of alcohol in disposable cups without effective containment encourages excessive drinking. Police have attended incidents of violent disorder and anti-social behaviour linked to events at the café. This engages the prevention of crime and disorder objective.
38. The café now markets itself online as a beach bar and live event venue, hosting regular DJ sessions and themed parties such as “Rum n Reggae.” These events attract large crowds whose main purpose is to drink and socialise rather than dine. (See submitted photographic and video evidence).
39. The true impact of the Café operation, as it is now run, is set out in formal representations supporting this review application as well as the Personal Impact Statements from beach hut residents which Members are invited to consider in full.

Regulatory non-compliance by the licence holder: licensing, planning and lease breaches

40. The lack of ability, or willingness, of the licence holder to comply with regulatory constraints is apparent from their approach to licensing, planning and lease controls. It is why MSBHA are unable to leave the safe and compliant running of the Café to the goodwill and professed professionalism of the operator. Robust regulatory controls are required and these review proceedings are the mechanism to impose them.

Licensing breaches

41. The licence holder is operating in continuing breach of important conditions of the premises licence designed to protect residents and the locality.
42. This Café has never been permitted to sell alcohol under its premises licence unless it is ancillary to a substantial meal. In other words, it may only lawfully operate as a restaurant and not as a bar.
43. The existing condition 1.20 on the premises licence for the Café reads:

“The premises are structurally adapted and bona fide used for the purpose of habitually providing, for the accommodation of persons frequenting the premises, substantial refreshment, to which the sale and supply of intoxicating liquor is ancillary.”

44. This was a condition on the old “Supper Hours Certificate” incorporated into the current licence as an embedded condition. “Substantial refreshment” is a term drawn from section 68 of the old Licensing Act 1964 which concerned permitted hours for restaurants. It means a substantial meal.
45. Since re-opening the Café after the fire, the licence holder is operating in near constant breach of this condition. Although there are still diners who attend the Café, the majority of customers are drinkers who do not dine. They use the Café as a takeaway bar, which is unlawful under the Café licence.
46. The conditions set out in Annex A propose to replace this old embedded condition with a modern restaurant condition which reflects the original purpose of the Café. This condition, together with a removal of off-sales from the licence, will go some way to resolving the issues that have led to the alcohol fueled anti-social behaviour that residents have been suffering.
47. (Reference has been made in Mr. Kim Slater’s witness statement to a second premises licence for the “Off-licence Shop”.⁵ It is a red herring, because it does not authorise the takeaway of alcohol as witnessed here. That is because a premises licence only authorises licensable activities, in this case the off-sale of alcohol, to be carried on from a premises which is identified in the attached licence plan. The area is usually marked by a red line. However, the red line on the plan attached to this second premises licence is drawn around a building that burned down in the 2018 fire. It no longer exists. Therefore, the licence, though extant, does not permit the alcohol takeaway or off-sales that have led to the issues complained of by residents).

Lease breaches

48. The Café’s current activity breaches lease clauses prohibiting nuisance and requiring compliance with the Sandbank Management Plan. Waste generation, noise, and anti-social behaviour are recurring outcomes. The site no longer resembles the contained

⁵ Premises Licence BH084904, exhibit KJS/7 to Kim Slater’s witness statement.

family restaurant for which its original licence was granted. The relevant lease clauses are as follows:

Clause 4.16.1: The tenant must not do anything that causes a nuisance, disturbance, annoyance, or inconvenience to neighbouring premises, including beach huts.

Clause 4.16.9: The tenant must comply with the Council's Management Plan for Mudeford Sandbank.

49. In addition, the following lease terms are also being regularly breached by the licence holder:

(a) Delivery Restriction Condition - No deliveries to the premises shall take place other than by a single delivery vehicle between the hours of 09:00 and 10:00 daily. The delivery vehicle shall park only within the designated service delivery area shown on the approved site plan. No deliveries shall occur outside these hours, and no delivery vehicles shall load or unload in any other location along the harbour or adjacent pedestrian walkways.

(b) Waste Management Condition - All waste, including recyclable materials, generated by the operation of the premises shall be stored and collected solely within the leased demise of the premises. No waste or refuse associated with the premises shall be deposited in, or adjacent to, public or council-provided waste receptacles. The licence holder shall ensure that commercial waste storage and collection arrangements comply with the site lease and all applicable environmental health regulations so as to prevent public nuisance, odour, or obstruction.

Planning breaches

50. The licence holder is also content to operate in breach of planning controls. The planning officer's report for the hearing held on 23 October 2025 sets these out as follows (at §12-14):⁶

⁶ See pages 20-21 of Agenda Report for planning hearing on 23 October 2025:
<https://democracy.bcpccouncil.gov.uk/documents/g6129/Public%20reports%20pack%2023rd-Oct-2025%2010.00%20Eastern%20BCP%20Planning%20Committee.pdf?T=10>

12. Separately there are two ongoing planning enforcement issues that do not form part of this assessment as they are not included within this application, and they are both outside the redline boundary of the site.

13. One relates to the use of picnic tables as additional seating for customers of the café – this issue is being assessed under ref P/25/03404/FUL.

14. The other relates to the unauthorised use of the Beach Shop as a hot food takeaway which is under investigation and may be the subject of a future application. There are some more recent issues raised relating to additional vending huts, advertising boards and flag poles which are still being investigated by the Council.

Regulated Entertainment

51. The premises licence does not permit the provision of regulated entertainment (including live or recorded music) as a licensable activity. The licence holder is only lawfully permitted to provide live or recorded music, save for background/incidental music, by virtue of the deregulation of entertainment provisions inserted into the Licensing Act 2003 by legislative amendments made in 2012 and 2014. These deregulation provisions have the effect of permitting live or recorded music to be played between 8am and 11pm only, even where regulated entertainment is not an authorised activity on the licence. In addition, no conditions relating to the control of music have effect between 8am-11pm as a result of the deregulation provisions. The licence holder has taken advantage of this exemption to the detriment of residents.
52. However, where the exemption is being used in a manner that leads to a public nuisance, as in the current case, this sub-committee has the power to remove it. This is even more necessary now that the Café is substantially open air and so unable to contain music escape as it could have done when it had a solid roof. Moreover, the recent grant of planning permission for an open-air Café (for which see below) suggests this will be the case for some time to come.
53. The proposed condition 5 in Annex A has the effect of removing that special exemption given the nuisance experienced by residents as a result of the music played by the licence holder on the premises. The permitted licensable activities will revert to the position when the premises licence was originally granted – that is to say, no regulated entertainment is permitted at any time. If, for special events, the licence holder wishes to provide regulated

entertainment then they can apply for temporary event notices (TENS) which can be assessed on their individual merits in the usual way with appropriate conditions imposed. Up to 15 TENS are permitted at the premises each calendar year.

The recent planning application and licensing controls

54. At a planning hearing on 23 October 2025, BCP Council granted planning permission for a revised open-air structure for the Café. The hearing itself is viewable online here: <https://democracy.bcpCouncil.gov.uk/ieListDocuments.aspx?CIId=613&MIId=6129>.
55. During the planning hearing, a number of Councillors on the planning committee indicated, on several occasions, that the detailed operational controls necessary to avoid creating a public nuisance to beach hut residents were best left to the licensing regime. Specific reference was made to these licence review proceedings. It was apparent that the residents' concerns were considered to be valid. It is these controls that the residents now seek to have imposed by this licensing sub-committee, as envisaged by the planning committee Members.

The Petition in support of the licence holder (and other supporters)

56. Through their social media channels, the licence holder has created a Petition calling for support. It has, unsurprisingly, received a large number of signatories from people who do not reside on the Sandbank and so are unaffected by its impact. It is not in dispute that the Café is a popular venue. But the issue is not one of popularity, it is that the change in style and intensification of the operation since the fire is undermining the licensing objectives.
57. What is stark is how few beach hut residents have signed the Petition or otherwise offered the Café support. It is believed that only three beach hut residents have signed the Petition. One more beach hut resident is named as a supporter in Mr Kim Slater's witness statement. That is 4 supporters out of 348 huts (or 1%). Each of these four huts is located some distance away from the Café itself. The closest is 90 metres away, the others respectively 128 metres, 137 metres and 275 metres away. In other words, they are out of the immediate earshot of the noise created by the Café and its customers.

58. That only 1% of beach hut owners have offered their support to the licence holder reflects MSBHA's own understanding of where the sympathies of the residents lie, despite the licence holder's somewhat desperate attempt to suggest otherwise and dismiss the MSBHA as only representing "a minority" view.

BCP Council's Statement of Licensing Policy: safeguarding residents

59. Whilst there is always a balancing exercise to be carried out between commercial interests and the rights of residents impacted by licensed premises, the Council's newly revised Statement of Licensing Policy (2025-2030)⁷ rightly recognises that considerable weight should be given to protecting residents who live within earshot of a licensed premises. For example:

1.8 With regards to this policy the council adopts the overall approach of encouraging the responsible promotion of licensed activities, in the interests of its residents and visitors, it will not tolerate irresponsible licensed activity.

12.4 The Licensing Authority is mindful of the potential for noise nuisance from amplified sound and live music. Where there are relevant representations on this issue, the Licensing Authority will normally impose appropriate conditions on variations or new licences or refuse consent if necessary for the promotion of the licensing objective. A condition to prevent noise nuisance could be imposed in such circumstances.

12.9 Where applicants propose to provide seating, tables or other facilities in any outdoor area, whether covered or not, or to permit the use of outdoor areas as smoking areas, applicants will be expected to demonstrate in their operating schedule that:

- Suitable and sufficient measures will be in place to prevent the escape of noise and other public nuisance from that outdoor area, from the licensed premises or from any of the licensable activities*
- Effective management controls and other measures are put in place this will include removal of seating/tables, presence of staff and installation of CCTV to ensure that licensable activities and the use of such areas by customers or other persons is controlled so as not to adversely impact on nearby residents.*

⁷ <https://www.bcpCouncil.gov.uk/Assets/About-the-council/Statement-of-licensing-policy.pdf>

60. In the current case, the licence holder has demonstrated over several years that it does not exercise effective management controls over its customers outside. Or, effectively control music escape that adversely impacts on residents. That is why stringent, but appropriate. conditions are required to be imposed in order to promote the licensing objectives.

Conclusion

61. The MSBHA respectfully asks this licensing sub-committee to listen to the voices of the residents and families who live on the Sandbank, those who contribute to the area, care for the beach, and preserve its unique character. Beach hut residents are not opposed to a food-led Café or responsible hospitality, but object to the unregulated bar and music culture that has taken over since the 2018 fire.

62. The Sandbank was never meant to become a festival venue or an all-day drinking destination. This licence review is the opportunity for the licensing sub-committee to review and update the licence conditions (as proposed in Annex A) to ensure they reflect the original intent, protect residents, uphold the Sandbank Management Plan, and preserve the character of this unique and fragile place. Such steps would help to restore the previous long-standing balance between the commercial interests of the licence holder and the legitimate rights of residents.

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4 November 2025

ANNEX A

BEACH HOUSE CAFÉ

Steps and Conditions Proposed by Mudeford Sandbank Beach Hut Association

For Premises Licence Review Hearing on 12 November 2025

(Explanatory Notes in italics are designed to assist all parties but do not form part of the proposed conditions)

Hours

1. The authorised hours for the sale or supply of alcohol shall be 10:00 to 21:30hrs (all week).
2. The premises shall be closed and customers off the premises by 22:00hrs (all week).
3. Late Night Refreshment (i.e. the provision of hot food and hot drink between 23:00 – 05:00hrs) shall be removed from the premises licence.
4. Non-standard timings for licensable activities shall be removed from the premises licence.

Regulated Entertainment: removal of exemption permitting live or recorded music

5. In accordance with section 177A and paragraph 12A(2)(b) of Schedule 1 to the Licensing Act 2003, the performance of live music, or the playing of recorded music, is not permitted to take place on the premises or within its immediate vicinity if provided or permitted by the licence holder.

[Explanatory Note: the premises licence does not permit regulated entertainment (including live or recorded music) as a licensable activity. The licence holder is only lawfully permitted to provide live or recorded music, save for background/incidental music, by virtue of the deregulation of entertainment provisions inserted into the Licensing Act 2003 by legislative amendments made in 2012 and 2014. These deregulation provisions have the effect of permitting live or recorded music to be played between 8am and 11pm only, even where regulated entertainment is not an authorised activity. In addition, no conditions relating to the control of music have effect between 8am-11pm. This proposed condition has the effect of removing that special exemption given the nuisance experienced by residents as a result of the music

played by the licence holder on the premises. The permitted licensable activities will revert to the position when the premises licence was originally granted – i.e. no regulated entertainment permitted at any time. If, for special events, the licence holder wishes to provide regulated entertainment they can apply for temporary event notices (TENS) which can be assessed on their individual merits in the usual way with appropriate conditions imposed drawn from those set out below under Noise Management Plan. Up to 15 TENS are permitted each calendar year].

Removal of old embedded conditions

6. Conditions 1.8 to 1.20 of Annex 2 on the premises licence shall be removed from the licence.

[Explanatory Note: These old conditions were imposed under previous licensing regimes and were embedded into the new licence during the transition to the new Licensing Act 2003. Their deletion removes potential ambiguities in the licence, modernises it and will make it more fit for purpose].

Alcohol ancillary to substantial table meal

7. The supply of alcohol at the premises shall only be to a person seated taking a substantial table meal there and for consumption by such a person as ancillary to their meal. (For the purpose of this condition a ‘Substantial Table Meal’ means – a meal such as might be expected to be served as the main midday or main evening meal, or as a main course at either such meal and is eaten by a person seated at a table, or at a counter or other structure which serves the purposes of a table and is not used for the service of refreshments for consumption by persons not seated at a table or structure servicing the purposes of a table).

*[Explanatory Note: this premises has never been permitted to sell alcohol unless it is ancillary to a substantial meal under its premises licence. This modern condition is an updated and enforceable condition that reflects the intention of the existing embedded condition 1.20 on the licence, which was a condition on the old “Supper Hours Certificate” incorporated into the current licence as an embedded condition. It reads: “**The premises are structurally adapted and bona fide used for the purpose of habitually providing, for the accommodation of persons frequenting the premises, substantial refreshment, to which the sale and supply of intoxicating liquor is ancillary.**” “Substantial refreshment” is a term drawn from section 68 of the old Licensing Act 1964 which concerned permitted hours for **restaurants**. It means a substantial meal].*

8. No customer is permitted to consume alcohol whilst standing.

Off sales of alcohol and takeaways

9. Alcohol off-sales are not permitted and shall be removed from the licence.

[Explanatory Note: This will mitigate the issues of crowds of vertical drinkers congregating outside the premises having purchased alcohol from the premises and causing a public nuisance.]

10. The provision of food and drink for consumption off the premises (i.e. takeaways) is only permitted where all of the following circumstances exist:

- a. The provision of takeaway of food and drink is strictly ancillary to the principal use of the premises as a restaurant.
- b. Where the sale or supply is via the external serving hatch within the licensed premises, and
- c. Is restricted to the sale of groceries, take away non-alcoholic drinks, ice cream, and hot takeaway pizzas for consumption off the premises. For the avoidance of doubt, no alcohol may be provided for consumption off the premises.

[Explanatory Note: This will help reduce the public nuisance caused by the premises having transformed from principally a sit-down restaurant into a food and alcohol takeaway venue where customers congregate outside the venue eating takeaway meals].

Noise Management Plan

11. Prior to the provision of licensable activities at the premises, a Noise Management Plan (NMP) specifically addressing entertainment by way of live or recorded music (if permitted) and people generated noise shall be submitted to and approved in writing to the Licensing Authority and Environmental Health officers by the licence holder. The NMP shall be reviewed and updated periodically, particularly in response to complaints or changes in operations. The licence holder must operate in accordance with the NMP.

[Explanatory Note: these NMP conditions will enable appropriate conditions to be added to any event held under a temporary event notice that permits regulated entertainment to be provided at the premises and so minimise the risk of public nuisance].

12. The NMP shall include, but not be limited to, the following mitigation measures:

- a. A noise limiter must be fitted to the musical amplification system and maintained in accordance with the following criteria: (a) the limiter shall be set at a level determined by and to the satisfaction of an authorised Environmental Health Officer, so as to ensure that no noise nuisance is caused to local residents or businesses.
- b. The operational panel of the noise limiter shall then be secured by key or password to the satisfaction of the authorised Environmental Health Officer and access shall only be by persons authorised by the Premises Licence holder.
- c. The limiter shall not be altered without prior written agreement from the Environmental Health Team.
- d. No alteration or modification to any existing sound system(s) shall be affected without prior knowledge of the Environmental Health Consultation Team.
- e. No additional sound generating equipment shall be used on the premises without being routed through the sound limiter device.
- f. Music must only be played at low level background level and only within the café area to minimise noise break-out to surrounding beach huts where possible.
- g. Events that, by virtue of a temporary event notice, include live or recorded music above background levels shall be limited to up to one event per week.
- h. The duration of music entertainment shall be no longer than 3hrs with a 15-30 minute break.
- i. Amplified music is only permitted between 10.00 and 21.00hrs.
- j. Loud speakers shall be directed away from residential beach hut areas.
- k. A documented complaints procedure.
- l. All relevant staff shall be trained in complying with the NMP and records of such training to be retained at the premises.
- m. All events where regulated entertainment will take place shall be notified in writing to residents of the beach huts at least 14 days before the event.

- n. Beach hut users shall be provided with a contact telephone number for a person responsible for the event who is on site should they need to raise any concerns.
- o. All events including regulated entertainment shall be monitored by the licence holder to ensure no public nuisance arises from music or customer noise. Records shall be kept of monitoring carried out throughout events and corrective action taken.

[Explanatory Note: the NMP requirements are adapted and in parts further tightened, from the licence holder's own noise report from 24 Acoustics dated 13.5.2025 relied on in their planning application P/25/01461/FUL, in addition to further conditions imposed by the planning committee on 23.10.2025]

- 13. The main entrance doors and any large openings or canopies, which can be closed, shall be kept closed whenever music is being played and after 19:00 each day, except for normal access and egress.
- 14. Music emanating from the premises when measured at 1 metre from the nearest noise sensitive façade (Beach Huts to the rear of the proposed café) shall not result in any increase to the background noise level L_{A90} .
- 15. The premises licence holder shall ensure that any customers outside the premises, e.g. smoking, do so in an orderly manner and are properly supervised by staff or door supervisors so as to ensure that there is no public nuisance or obstruction of the public highway.
- 16. No noise generated on the premises, or by its associated plant or equipment, shall emanate from the premises nor vibration be transmitted through the structure of the premises which gives rise to a nuisance.

Waste, Deliveries & Litter

- 17. Deliveries to the premises shall only take place between 08.00 and 10.00 hours.
- 18. No waste or recyclable materials, including bottles, shall be moved, removed from or placed in outside areas between 21.00 and 08.00 hours on the following day.

19. During the hours of operation of the premises, the licence holder shall ensure sufficient measures are in place to remove and prevent litter or waste arising or accumulating from customers in the area outside the premises.

Age verification, personal licence holder, security & records

20. A Challenge 25 proof of age scheme shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as a driving licence, passport, proof of age card with the PASS Hologram or digital ID of a form approved by law.
21. There shall be a personal licence holder on duty on the premises at all times when the premises is authorised to sell alcohol.
22. The need for door supervisors at the premises shall be subject of a written risk assessment completed by a competent person. This risk assessment shall be retained on the Premises and made immediately available to Police or an authorised officer of the Council upon request. A competent person shall include the Premises Licence Holder, the DPS and a SIA registered approved contractor.
23. All written documentation, policies, monitoring, risk assessments and other records referenced in this licence shall be kept at the premises for at least 12 months and made available for inspection on the request of an authorised officer of the Council.

BEFORE THE FIRE PRE 2018





AFTER THE FIRE 2018 TEMPORARY SITE









It's not necessary to imagine what this sounds like in a small residential hut a few metres away. We have the recordings. It is entirely unacceptable. The Application not only fails to address the problem. It demonstrably makes it worse.







The Council:

“The council does not actively promote the Sandbank, as it does its other beaches, or allow commercial programme makers access if the location will be disclosed so as to preserve the tranquil environment of the area.”

The Beach House Café:



11:13    

Posts

  thebeachhouse_cafe

2 August 2024

 **thebeachhouse_cafe** 
Mudford Spit



 194  5   1 

 Liked by cloter, kim and others

beach house
end of summer party



rooster

kev jackson's party band

tickets £28pp

includes welcome drink
3 course italian meal and return ferry (11.45)

curry night • live band

The Stereo Kings

10th September • 7-late

dress on the bright side!

ferry at 7.15 from quay returning at 11.30

Inevitably this means a boat or ferry loading until 11.40-12.00 and then driving along in front of our huts with people singing and shouting until after midnight. We have audio recordings to demonstrate this. The 'opening times' in the Application are therefore wholly misleading and entirely unacceptable.

ferry times

<http://www.mudefordferry.co.uk>

mudeford quay to sandspit

runs every day 9am – 10pm £1.50

late service (sponsored by beach house)

tuesday, friday & saturday nights
departing sandspit 11pm

(from july 21st until 2nd september 2017) £1.50
excluding 22nd july

water taxi service

available to pre-book (10pm – 11.30pm)
call 07968 334 441
£10 per adult & £5 per child (under 12)

Mudeford Ferry

LATE FERRY SERVICE

=Water Taxi=

July and August

MUST BE BOOKED AND

PREPAID ON MUDEFORD

FERRY BY 1800 ON THE

DAY OF TRAVEL.

Departs 2230,

2300 and 2330.

Single fare £10 per person







DELIVERIES





LIGHT POLLUTION AT NIGHT



SOCIAL MEDIA - LIVE MUSIC



13:29



Posts

thebeachhouse_cafe



thebeachhouse_cafe
Beach house mudeford



♡ 21 💬 1 ↻ 📌



Liked by nicole.pace21 and others
thebeachhouse_cafe Live Music from the wonderful Ella Faith yesterday afternoon, the first of our Sunday Sessions over the summer 🎵 🎸 🎵 This Sunday we have Sax on the Beach - who's coming down? 🤘 🤘 🤘 🤘

15 July 2019



13:30



Posts

thebeachhouse_cafe



thebeachhouse_cafe
Beach house mudeford



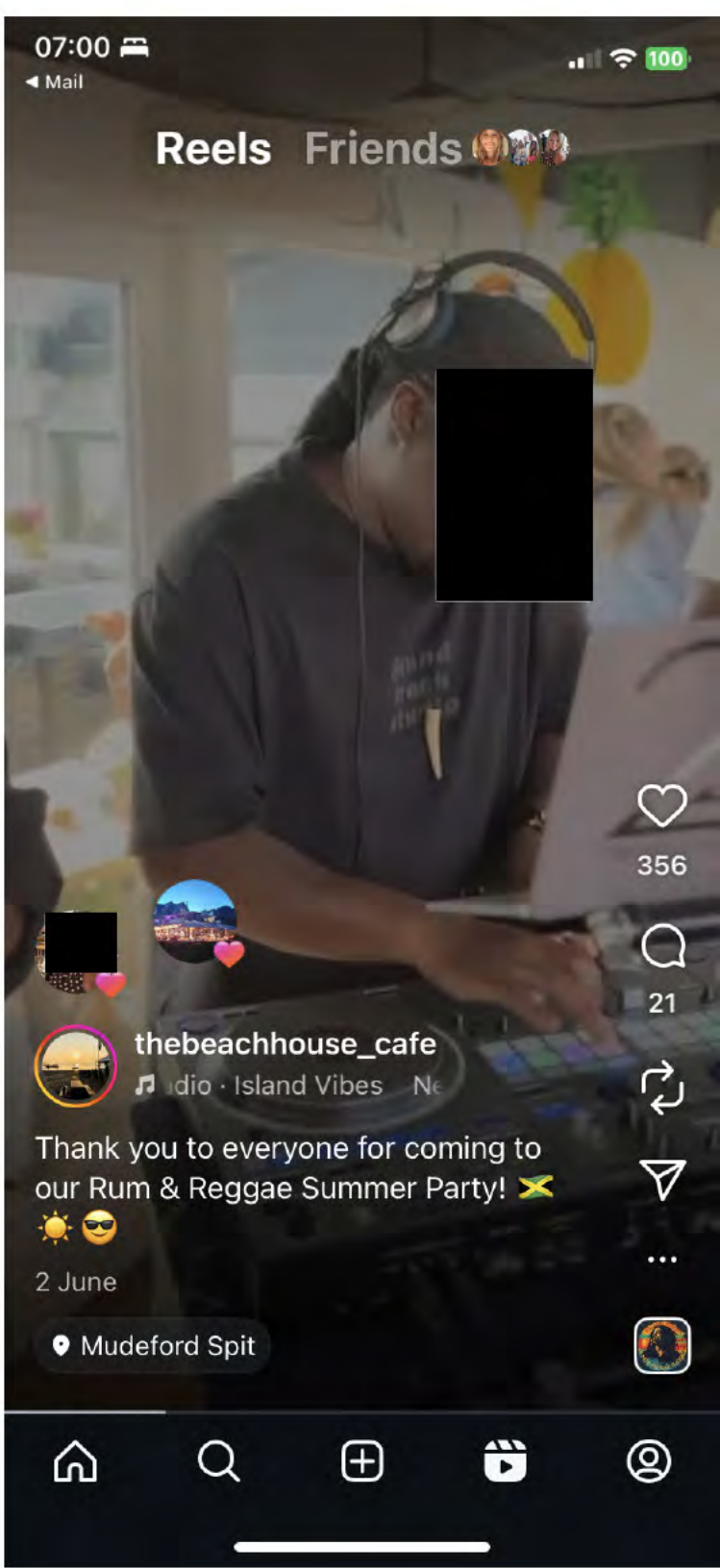
♡ 34 💬 1 ↻ 📌



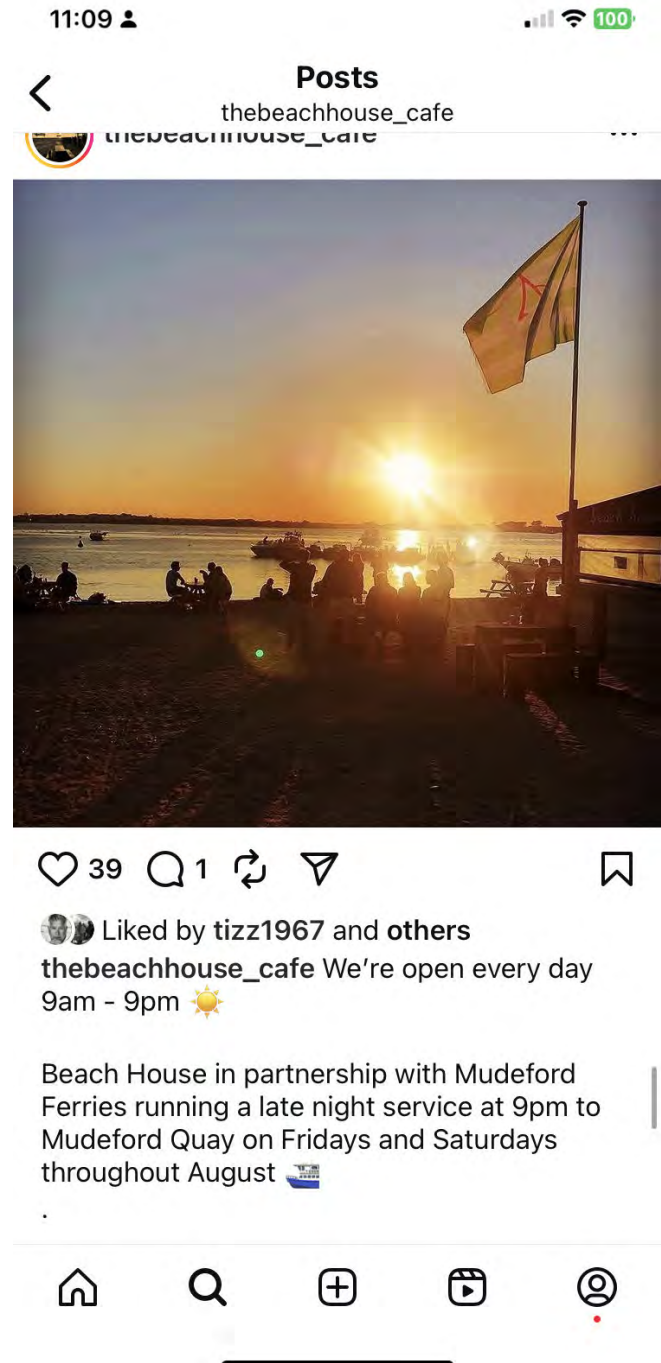
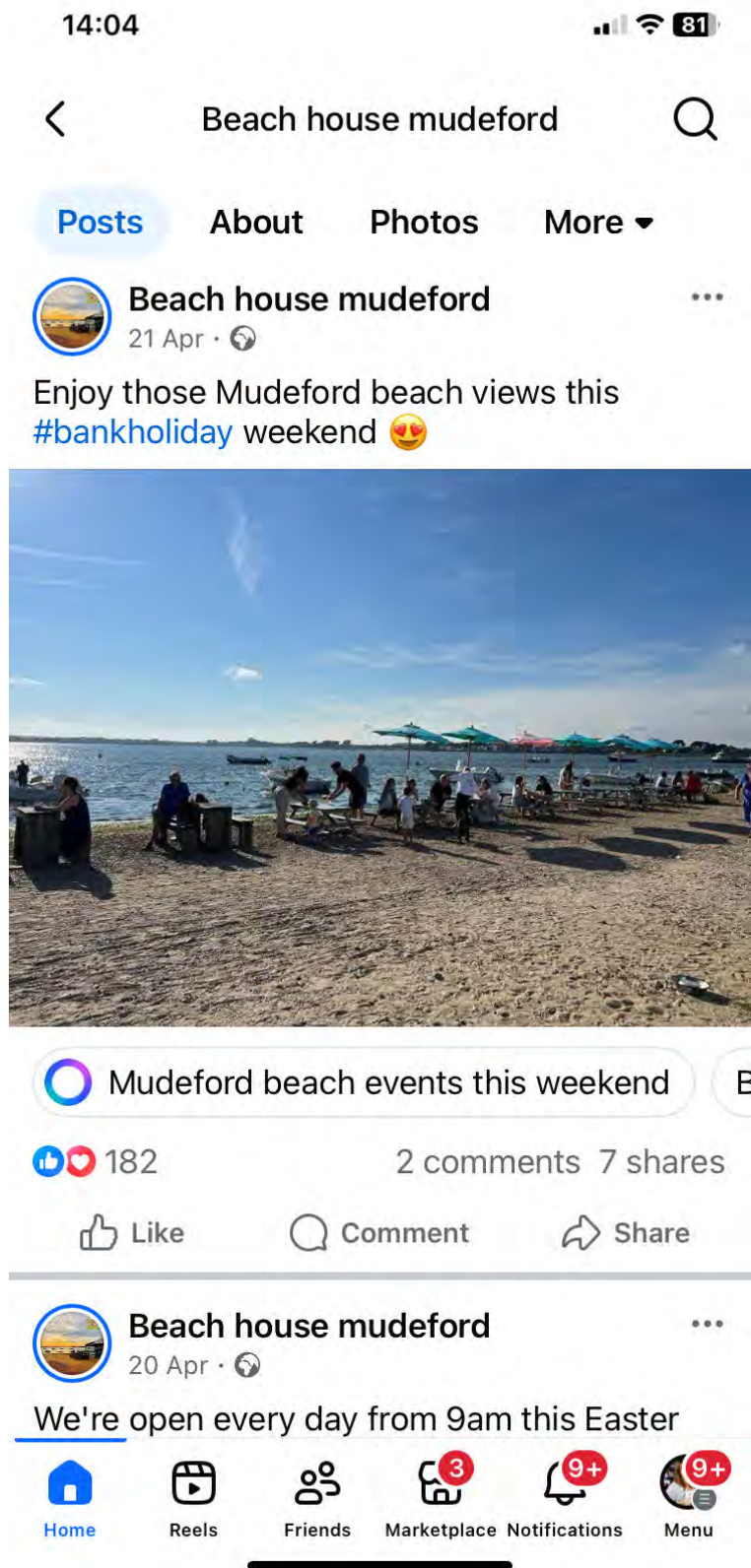
Liked by slater_kim and others
thebeachhouse_cafe We had an absolute blast hosting our Rum & Reggae party! 🍹 🇯🇲 What a Sunday! ☀️ Thank you so much to







SOCIAL MEDIA - GENERAL ADVERTISING







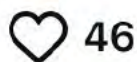
Posts

thebeachhouse_cafe



thebeachhouse_cafe

Beach house mudford



46



2



Liked by tizz1967 and others

thebeachhouse_cafe Live Music from the wonderful Ella Faith yesterday afternoon, the first of our Sunday Sessions over the summer 🎵 🎸 🎵 This Sunday we have Sax on the Beach - who's coming down? 🙋 🙋 🙋 🙋

15 July 2019



14:03

📶 81



Beach house mudeford

20 Apr · 🌐



We're open every day from 9am this Easter weekend 🙌

And today, we have live music with Richie Quain 1 - 4pm 🎸 🎵 🎤



👍 Like

🗨️ 47 Comment

➦ Share

SOCIAL MEDIA - ALCOHOL POSTS



48







Posts

thebeachhouse_cafe



Liked by slater_kim and others

thebeachhouse_cafe Did you know we have a beach bar?



1 October 2024



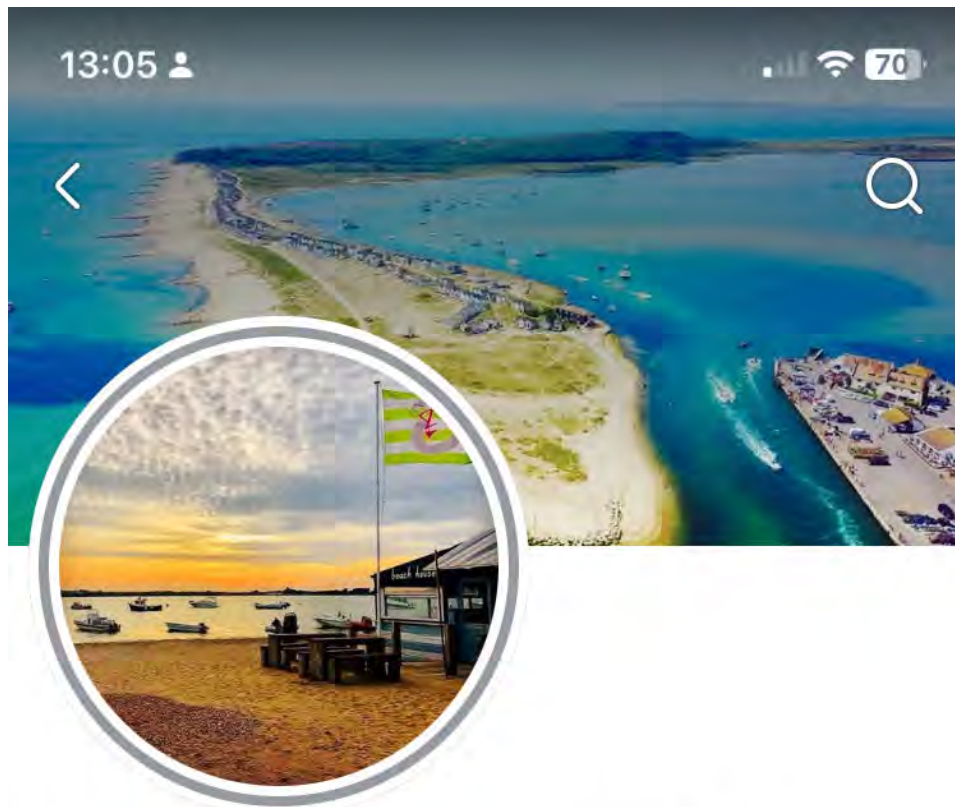
thebeachhouse_cafe





SOCIAL MEDIA - TAKE AWAY FOOD ON BEACH





Beach house mudford

16K followers • 2 following

Beach side takeaway at the picturesque Mudford sand spit with gorgeous views of Christchurch Harbour

 Following ▼

 Call Now



Posts

About

Photos

More ▼

Details

 Page · Seafood restaurant

 thebeachhouse_cafe · 6.3K followers (+1 link)



Home



Reels



Friends



53 Marketplace

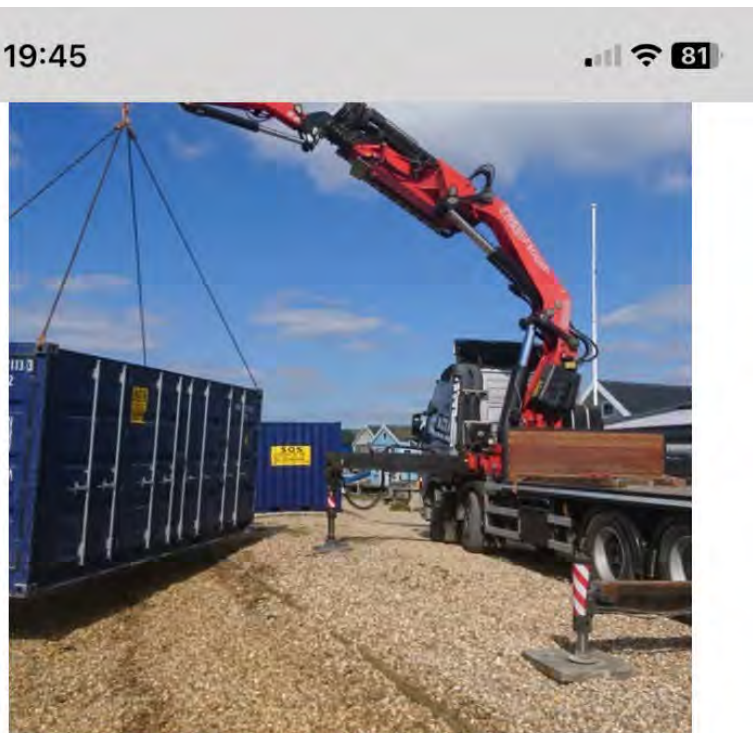


9+ Notifications



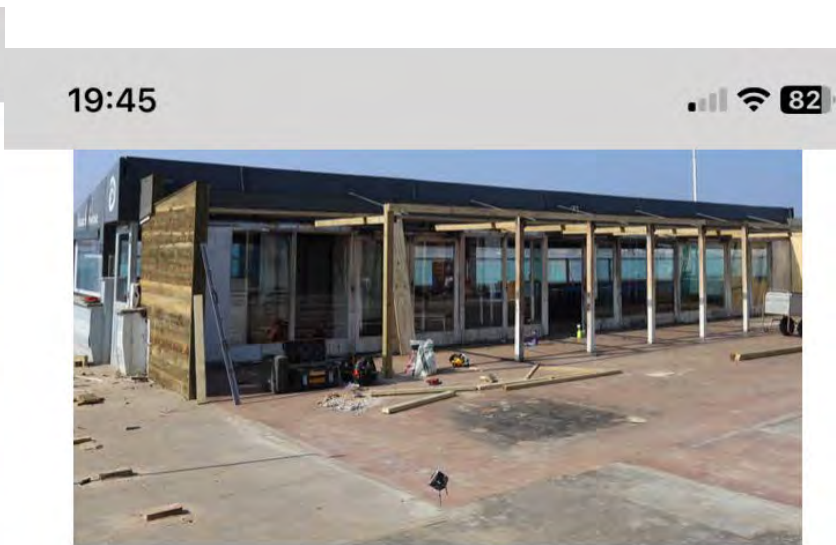
7 Menu

WEBSITE ADVERTISING OPEN AIR FESTIVAL TAKEAWY



But this didn't stop us! Remaining open throughout the winters, and through a pandemic (when we were allowed to be open, of course) We created an open air festival style food and drink takeaway! Including a retro style burger van, stone baked pizza kitchen, paella, seafood & salad counter, beach bar as well as our essential beach shop & kiosk.

beachhousecafe.co.uk



WASTE AND LITTER







FERRY QUEUES FOLLOWING LIVE MUSIC EVENTS



Personal Impact Statements

Below is a selection of the Personal Impact statements that have been shared directly with the MSBHA. These are in addition to those that might have been posted via the BCP portal. For data protection purposes, I have removed reference to names and hut numbers.

I have owned the same hut on Mudeford Sandbank, close to the Beach House café, for 40 years. For much of that time, the area grew slowly in popularity, but the restaurant remained a low-key venue enjoyed by hut owners and visitors who valued the tranquillity promoted by the Sandbank's Management Plan.

Over the past six years, however, visitor numbers have risen sharply, and the café has become louder, busier, and more brash. The tranquillity is now frequently compromised. Many people treat the Sandbank as if it were a holiday park, where a party atmosphere is acceptable. In reality, this is a residential area within the green belt and close to a SSSI. Owners pay council tax because huts are considered residences. More importantly it is a community. My hut is a home, where I work, meet friends and family, read, rest, and enjoy peace.

Hut owners take care not to disturb their neighbours. We do not play music or radios at a level that can be heard outside our huts. While celebrations do occasionally happen, there is a culture of respect and give-and-take among neighbours. Unfortunately, the café does not follow these principles.

When the current tenancy began around a decade ago the manager would consult neighbouring huts to avoid disturbance, but this no longer happens. The tenancy lease (section 14.6.1) requires the tenant not to cause nuisance, annoyance, or disturbance to neighbouring huts, yet live music and DJs now regularly create exactly that. A DJ's purpose is to generate a party atmosphere, but in an open-air setting the noise carries far beyond the venue. Not once have I been consulted even though it must be self-evident to the organiser that they are causing a disturbance.

As a result, many weekends and even weekdays are disrupted. At times the music is so loud that, even with windows and doors shut, it competes with conversation or with our own radio. Quiet activities like reading with the doors open become impossible. The huts are not insulated like conventional homes, so the impact is greater. Needless to say, sleep is difficult on these occasions. I have a few videos dating back to 2023 demonstrating the noise levels to which we are often subjected.

In fairness, when only quiet background music plays, it is not an issue. I have occasionally asked staff to reduce the volume of ambient recorded music, and they have usually obliged. However, during larger events with live music or DJs, it is daunting to raise concerns when they are in full-swing, and I have been told the management claim the volume is beyond their control. I was driven to make a nuisance report (NR203062) to BCP about the volume of music from an event on 22 August 2025. I could accept occasional events a few times a year, but they have now become regular occurrences, especially at weekends. As a result, we often avoid visiting then to escape the disturbance.

The café's sale of takeaway alcohol and the addition of outdoor seating have also fundamentally altered the atmosphere. The original licence was meant solely for the sale of alcohol with meals and off-sales from the shop, not the operation of a beach bar. In the surrounding areas, outside of a contained premises, this has led to antisocial behaviour, noise and disturbance alongside littering from plastic cups discarded across the Sandbank. I have witnessed foul-language, arm-wrestling, and vomiting, even while queuing with young grandchildren for an ice cream. This is not what the Sandbank is meant to be. A space that should feel safe for children has instead been undermined by behaviour more suited to parts of Bournemouth beach — but unlike there, we cannot simply move elsewhere. This is our home.

The tenant may highlight the popularity of events as evidence of demand, but that reflects only one side of the equation. It overlooks those who seek the Sandbank's tranquillity — an alternative to other parts of Bournemouth beach — and are discouraged from visiting as a result.

In plans submitted by the tenant to rebuild the café after the fire in 2018, we were promised we would only hear 'the wind and the waves'. In April this year, at a meeting with hut owners, the tenant's representative advised that the sound technology planned for the rebuild would mean we would 'hear nothing' outside of the venue. I ask the Licensing Committee to impose conditions on the licence which will ensure this commitment is met and that alcohol sales are restricted to being served with food.

As long-standing neighbours to the Beach House, we feel compelled to express the profound and ongoing impact its operations have had on our quality of life, our environment, and the character of the sandbank community.

Since the fire and the expansion of the Beach House, our once cherished view across the harbour has been replaced by a large shipping container. What was described as a

temporary arrangement has become a permanent eyesore, robbing us of the outlook that drew us to this place.

Each morning begins not with birdsong or the gentle lapping of waves, but with the harsh clanging of metal. The noise pollution from container movements and frequent loud music has become a persistent intrusion, disrupting sleep, conversation, and any sense of tranquillity.

The air is thick with the acrid smell of cooking fat, occasionally masked by the scent of burnt pizza bases.

The absence of proper toilet facilities has led to repeated incidents of public urination behind the Beach House and between neighbouring huts. This is not only unhygienic but deeply disrespectful to the community and the environment.

Our personal tables—intended for private use—have been co-opted into the Beach House’s sprawl. They are routinely used for customer overflow, blurring the boundaries between private and commercial space without consent. Unfortunately changing nappies and dogs sitting on tables is common.

Since the fire and the change in operating model, litter from the Beach House has increased dramatically. Single-use plastics and food packaging are left overnight, often blown into the harbour or strewn across the sandbank. Their customers contribute to this mess, leaving behind a trail of waste that others must clean up.

The Beach House’s footprint has expanded unchecked. The beach where children once played freely has been consumed by commercial encroachment. Communal spaces have been lost to private gain.

Despite the Sand Bank Management Plan’s clear guidelines, the Beach House shows little regard for its environmental responsibilities. Vehicle movements are frequent and unregulated, adding to the degradation of this fragile ecosystem.

In sum, the Beach House has transformed our peaceful, community-oriented environment into a noisy, polluted, and disrespectful commercial zone. The cumulative impact on our wellbeing, our property, and the sandbank’s natural beauty is significant and deeply distressing.

We urge the relevant authorities to take these concerns seriously and restore balance, respect, and accountability to this shared space.

I have had the privilege of being a Mudeford Sandbank resident for all of my sixty six years. As a child I was allowed to roam free because it was a safe haven for children to play, only returning to our huts for mealtimes and bedtimes. My parents were happy with this because there was not the number of people there is today enabling the community to keep an eye on each other's kids. The same was true when my children were small in the 90s. It was the best place for kids to grow up as it was not only a safe place to play but a place to learn life skills, swimming, rowing and sailing. Sadly, this is something that can no longer happen due to the increase in footfall and loutish drunken behaviour of the day trippers treating the place like it's beach rave in Magaluf. A direct result of the Beach House selling alcohol in takeaway single use plastic glasses all day. The sale and consumption of alcohol used to be contained within the building, preventing the drinking from spilling out on to the sandbank.

The noise from the Beach House has become unbearable since the fire. Many events, that are widely advertised, are held during the summer months. These include live music and or a DJ playing music at unacceptable levels. It ruins the day for many. The vehicular traffic supplying the Beach House has grown exponentially over the years, making an extensive part of the sandbank unsafe for children. Much of the traffic being alcohol deliveries.

I was manager of the cafe and shop for three years in the late seventies at which time the shop occupied a third of the building and supplied the same stock as a mini-mart, everything one would need from food, books and magazines, daily newspapers, hygiene products, sweets, fresh vegetables, canned goods, cakes and pastries, meats, beach goods etc, because that's what our lease dictated as I believe it does today. The current shop has virtually none of the aforementioned on offer. We had a licence to sell alcohol but only as off sales in sealed cans or bottles primarily for the hut residents. Not an unrestricted open bar as it is today.

The Mudeford Sandbank management plan states clearly that quiet and relaxation should be maintained. It isn't. Far from it. My hut is close to the Beach House on the harbour side near the jetty. I have witnessed on many occasions groups of drunken people staggering around trying to get on the jetty or looking for the toilets. If they don't find the loos, or if the loos are busy they will urinate, and worse, in between the huts. When challenged they become menacing, threatening violence. Some have threatened to burn my hut down. Again, this is a direct result of the Beach House alcohol sales. As all hutters I am happy to share the beach with day trippers as long as they behave in a civilised manner. This won't happen under the present conditions. The alcohol consumption must be contained with the premise of the Beach House.

I'd gladly have a quick chat with you about the wider issues if you have a few minutes but broad issues would be.

1. Huge increase in litter, mostly due to single use food/condiment packaging. Salt/pepper/sugar/napkins/knives/forks/spoons/pint glasses. During peak season we have to pick up litter daily from around the hut. Litter left around the benches is also a problem, these are almost never checked before staff leave so what's on/around the tables in the evening will be there in the morning. Again, in the summer we litter pick the shoreline most mornings (biggest culprit is disposable pint glasses)
 2. The tables themselves are not a huge issue but they hugely increase the litter and they are also a cause of noise after the café shuts as it's a convenient place for large groups to congregate with their own food/alcohol/music. My biggest concern with them is that they'll be just the start and before long they'll extend beyond the café and be in front of our hut.
 3. Noise is the biggest issue, but not café noise, and not from their everyday background music. The issue is with the summertime DJ and Live performers. I should stress at this point that many of the live performers are at a level that is fine, but as was pointed out to me when I asked the café manager to observe the noise level inside our hut one Saturday afternoon, "it's not our sound system, they bring their own, and it could be a lot worse" We personally have no issue with live music as long as it's appropriate (acoustic with sensible amplifier is fine) but as we had over the Easter weekend, rock covers with an electric guitar and drum are not. The pre arranged parties are now so loud as to render our hut useless when they are on. The bass in particular (again from external sound systems) mean that we deliberately avoid coming to the beach on those days. Our big concern is that the noise level of their live music and live DJ (sat and sun all summer) are creating a precedent that will mean we'll end up with what are effectively parties every weekend. I attended the presentation by Rich Slater at the Boat House and heard him talk about noise prevention and a sound system designed with small speakers etc but if all performers then bring their own system this counts for little/nothing.
 4. Smells from cooking fat have got much much worse with the increase in takeaway food.
 5. Big increase in antisocial behaviour caused by the dynamic changing from a place to eat, into a place to drink/party. The lack of toilets (this will still be a problem with the rebuild) results in people urinating around the side of the building/against our hut. We've seen a big increase in people using our bench/deck especially during the very busy events, these people have often been abusive when politely asked to move. It's also only a matter of time before someone is seriously injured by a boat prop when drunk, the number of drunk people getting into boats with engines/props running is scary, again a much bigger issue now than when it was a restaurant.
-

I am writing to request the licensee adheres to the requirement to restrict alcohol sales to table service with food and defined operation within the premises footprint.

The changes have been noticeable since the pandemic and I have observed the following:

1. Securing Public Safety – there are regular occurrences of boats attending / rafting up outside the Beach House with people walking through the water carrying trays of beers for occupants – this encourages danger on the water
2. Preventing Public Nuisance – there has been a significant increase in the number of people sitting and drinking on the tables outside the Beach House, foul language and raised voices – this does not meet with the objective of the Management Plan – if alcohol sales are restricted to with food and within the premises the public nuisance would be largely mitigated

Please take the above into consideration when reviewing the license.

Many thanks for your continued hard work on behalf of the Association.

I would like to add the following personal statement on the issue of the Cafe.

We have had a family hut on the Sandpit for over 40 years and purchased my own hut 20 years ago. Our children have grown up down there and now we have grandchildren enjoying the Mudeford Sandpit experience. Needless to say it remains a very special place for our family. I find it very sad to have experienced the distinct change that has been so noticeable over recent years. Inevitably, with the national coverage these beach huts receive every year, the footfall is bound to increase with many day trippers coming to look at the huts they have read about in national newspapers and magazines. This we have to accept but what I think is not acceptable is the other areas of change.

The Sandspit has always had a restaurant and shop but the operating model seems to have changed and I do wonder if these changes comply with the planning regulations:

- There is now an open air structure with no enclosed areas
- Instead of a dining area we now have a beach bar
- With this comes fast food and loud music - DJ's appear to be able to play music with no consideration to the beach hut owners

- Now we have uncontrolled drinking areas. The Cafe now sells takeaway alcohol which surely should only be sold with meals. This has inevitably resulted in consistent drunkenness
- A large area of outside seating has appeared which increases the overall footfall and I suspect contravenes their planning regulation.

The Sandspit is adjacent to a SSSI. Beach Hut owners pay Council tax meaning that, for six months of the year, the huts are in a residential area. The Cafe management are there to make a living which they do by providing a service BUT in considering this issue and being aware of the comments from beach hut owners, I hope the Licensing Committee will ensure that conditions are appropriate and fair for all.

Would to please forward my comments to the appropriate Licensing authority at the Council.

With over 50+ years of lived experience of visiting/using a hut on Mudeford Sandbank, the use of the sandbank and particularly Beach House/cafe has changed significantly over the years. Once a daytime cafe only offering teas/coffees/cakes and shutting at 5pm each day, it then transitioned to offering an evening dining experience with alcohol served alongside meals and shutting around 10.30pm (this seemed like a good balance) to the destination beach bar/entertainment venue which it seems to have become in recent years. It has not helped that bench seating was allowed on the beach during Covid years when everyone had to 'socially distance', however, this seating now appears to be the 'norm' and so the Beach House footprint has sprawled dramatically. This has allowed a much larger number of people to access it and combined with consistent advertising on social media has resulted in the over commercialisation of the sandbank. **THIS HAS NOT BEEN GOOD.**

There is now a constant stream of footfall along the access road and a significant rise in the use of Beryl e-scooters/bikes. Often these scooters/bikes are not used in the correct manner, with multiple users piling onto one bike/scooter and under 18s being allowed to use the scooters by their parents. This seems like an accident waiting to happen with people being injured or a small child being run over. It isn't helped that often people using these scooters/bikes have obviously been drinking all day on the beach and are an obvious way for people to get home after using the Beach House in the evening. We are often disturbed at our hut, as the Beryl 'station' is just meters away from our hut, which makes it excessively noisy at times.

People passing the huts in the evening are often drunk and noisy which disturb the peaceful nature of the sandbank and there are often problems with litter, with users of the Beach House leaving plastic beer/Pimm's cups next to water stand pipes or outside the toilets (on many occasions I have picked up litter and put in the bins). The late licensing and music allowed at the Beach House also disturb the peace with sound travelling more easily near the water.

I believe the late licensing times are not conducive to what is essentially an establishment within a residential area, where families with young children are on holiday.

It also seems to be wholly inappropriate given the Sandbank's designation as SNCI and the harbour and headland's SSSI. The Mudeford Sandbank Management Plan describes the Beach House as:

The current policies are as follows: • To use the premises for the sale of ice-cream, refreshments, groceries, newspapers, bread, milk, alcohol of all descriptions (for consumption off the Premises), calor gas cylinders and any other commodities reasonably required by the occupiers of the beach huts and other premises at Mudeford Sandbank and a restaurant and café with a Premises Licence authorising the sale by retail of alcohol of all descriptions for consumption on the Premises. • Reduce the number of vehicle movements by 1% per year from 2013. • Maintain the current staff parking facility which allows one staff vehicle to park and one delivery vehicle to park whilst delivering, • To ensure that the premises are open at least during April, May, June, July, August & September during the normal trading hours for the locality and between 09.00 & 19.00 hours in July & August so that essential items and services can be available to the Sandbank's users.

This seems totally unrecognisable to the venue that it has morphed into.

What do I think the Beach House should be? A daytime cafe and evening restaurant contained within the original footprint. An alcohol licence should be allowed, but only for alcohol purchased on site with meals (not a beach bar), more Noisy Lobster than Bournemouth Beach vibe. Any music should not disturb the huts nearby and the venue should be open no later than 10.30pm, allowing any drunk people to vacate the beach before everyone wants to go to sleep! It should not be allowed to be a daytime beach bar.

We write on the above application at Mudeford Sand Spit and wish to give you our concerns as a nearby resident as our beach hut is close to the site.

We feel the previous restaurant with shop incorporated was just right for this location and environment.

Our objections to the current set up are as follows

1. The current set up is all take away food and drink this gravitates along the spit and leads to much Noise, Litter, Toilet queues, and general drink related issues.
2. The previous restaurant was contained and a real pleasure to visit, however upon the restoration after the fire was made into a sort of beach bar come takeaway establishment which was not in keeping with the previous Street Scene.

So to conclude we feel let down by BCP planners, because the current state when the premises have spread out into the residential hut area with many extra tables and chairs along the sand generating noise next to residential huts. As many hut owners have their own tables these are being used by the cafe customers.

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Mission Statement

Leave Only Footprints

The Only Sound Is That Of The Waves Breaking

Create Only Good Times

We aim to serve the residents and visitors of Mudeford sandspit the very best, fresh, homemade food, and quality drinks.

Our aim is to create a Café/Restaurant that has a casual atmosphere and relaxed service, with quality food & drink.

We shall look to work closely with the MSBHA to ensure that the shop caters for it's members, and that the Café doesn't have any negative effects. We will offer a Beach House Ambassador to attend any MSBHA meeting to allow members to direct questions. We shall provide a point of contact available daily for any urgent matters.

Daily Operational Factors

- We shall ensure that all outside tables are not served after 10pm
- External Kiosk Hatches will close no later than 10pm
- Last seated booking time in the restaurant will be 8.30pm
- Staff will ID customers on the Challenge 25 basis
- Customers will not be served if they appear inebriated
- Roof lights will be closed no later than 9pm
- All external doors and windows will be closed no later than 9.30pm
- No new customers will be able to enter after 10pm
- Rubbish will not be taken out after 10pm
- Staff will not be permitted to store bicycles behind the premises
- There will be a Community Noticeboard where hut owners can advertise their holiday rentals, as well as recommended tradespeople, and general ads.

Restaurant Music

- Music will be digitally controlled at set at levels so that it:
 - o will be no louder than XdB* at any time
 - o will be no louder than XdB* after 9pm
 - o will be no louder than XdB* after 10pm
 - o will not be played later than 11pm
 - o will not be played before 9am
- Sound Monitoring equipment will be kept on site and deployed at reasonable request

(* exact dB levels to be stated)

Events

- MSBHA will be notified at least 30 days in advance of any events
- Will not involve Live Music after 10pm
- Will always involve food and not be Drinks Only

Community Discounts

- We will operate a Loyalty Programme for Hut Owners that:
 - o will qualify for a 10% Discount Food
 - o will qualify for a 10% Discount on any ticketed events
 - o will reinstate a midweek "Hutties Night" with priority booking for huts and access to greater discounts on food

Shop

- will always ensure there is a plentiful supply of Gas Bottles
- if Gas Bottles are not available customers will be offered 25% off the next purchase *except in the case of Calor Gas supply issues
- will supply newspapers at no mark up on cover price
- will supply a Hand Cart for transporting Gas Bottles
- will liaise with the MSBHA each year to ensure it stocks essentials for all

The Takeaway

- will endeavour to offer reusable containers for all products for sale
- packaging shall either be recyclable, biodegradable, or produced from sustainable materials
- Will conduct daily checks for litter within an agreed vicinity
- shall engage with Local Volunteer Groups and offer incentives to perform regular Beach Cleans on Mudeford Spit
- shall provide and service an increased number of external bins, incorporating recycling and general waste



Christchurch and East Dorset Councils
delivering services together

MUDEFORD SANDBANK MANAGEMENT PLAN April 2014 – March 2024



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Record of amendments

Our site management plans are thoroughly reviewed every five years. Amendments may be needed in addition to the regular review to reflect changes in council, national or international policy. This ensures our management plans remain up-to-date and reflect the work we undertake at each site.

<i>Amendment</i>	<i>Date adopted by council</i>	<i>Section affected or added</i>	<i>Date management plan amended</i>
Harbour and coastal foreshore assets – future policy and practice	Community Services Committee 22 May 2013 Minute 19	1.14.2 added	November 2013

Mission Statement

Christchurch Borough Council recognises the need for a long-term management plan for Mundeford Sandbank. This will ensure continued, sustainable and environmentally acceptable use of the site in accordance with council policy, to:

- Create a sustainable future for the Sandbank so that it can be enjoyed by generations to come.
- Balance safeguarding its natural environment and supporting its high amenity and recreation value.
- Develop strong local partnerships to minimise the inevitable contradictions that arise on sites with such diverse needs.
- Provide a framework for the day-to-day management of the site.

1 Where are we now?

This first section introduces Mudeford Sandbank and explains the purpose of this management plan. It describes the facilities and physical features of Mudeford Sandbank and explains the way in which we manage and maintain the site.

1.1 Why have a management plan?

Mudeford Sandbank Management Plan is designed to aid efficient and effective management of the site. It has been developed in consultation with the local community, local recreation groups and local businesses.

The process of management planning helps us to challenge what we already do and to develop a clear sense of direction for the future. The plan includes an Action Plan with specific tasks to help improve management of the Sandbank.

There is an inter-relationship between this and other site management plans. Mudeford Sandbank adjoins neighbouring sites which have their own management plans:

- Mudeford Quay
- Christchurch Harbour (voluntary management plan produced by partners with a responsibility within the Harbour)
- Hengistbury Head (managed by Bournemouth Borough Council)

1.1.1 Using this document

Within this document Mudeford Sandbank Management Plan is abbreviated to MSMP. The term 'Mudeford Sandbank' or 'the Sandbank' refers to the full area covered by the management plan comprising the low level areas extending from the base of Hengistbury Head to the areas exposed at high tide near Mudeford Quay (refer to Figure 1 in the Appendix).

The titles of documents referred to in this management plan are written in ***bold, grey italics*** and the details (including a website link) of each document can be found in the bibliography.

1.1.2 Contacting the council

If you wish to contact the council about any issue arising at Mudeford Sandbank please use the following details:

One Stop Shop	Main phone line: 01202 495000
Civic Offices	SMS mobile number: 07781 480191
Bridge Street	Email: customer-services@christchurchandeastdorset.gov.uk
Christchurch	Web: www.dorsetforyou.com
Dorset	
BH23 1AZ	

1.2 Characteristics of Mudeford Sandbank

Mudeford Sandbank is a unique spit of land which adjoins Hengistbury Head and forms a natural barrier between Christchurch Harbour and the open sea.

1.2.1 Site description

The Sandbank extends northwards from Hengistbury Head towards Mudeford Quay where it meets Christchurch Harbour entrance, known as The Run. The former boat builders' house, the Black House, sits on the spit next to the Run and is available for holiday lets.

The western flank of the Sandbank faces Christchurch Harbour. The ferry pontoon, café and shop are located on this side. A land train runs from Hengistbury Head visitor centre to a terminus on the harbour side of the Sandbank. Ferry services come to the jetty from Christchurch and Mudeford Quay. A sandy beach runs the length of the eastern side which faces the open sea of Christchurch Bay and the Needles on the western tip of the Isle of Wight.

There are 348 beach huts on the Sandbank. The beach huts are privately owned and each site is licenced by the council. Toilet blocks, a shower block, refuse and recycling facilities are provided.

1.2.2 History

The spit was first formed by material lost from eroding cliffs at Bournemouth being swept by the prevailing weather around Hengistbury Head. In 1762, celebrated engineer Smeaton noted an on-going growth of sandbank trending northward from Hengistbury Head. The first reliable chart of the area, drawn in 1785, put the end of the Sandbank close to the current Borough boundary, making it about 800m long.

During the 19th century vast amounts of material was deposited along the sandbank following the erosion of Hengistbury Head. This resulted in a sandspit 3,000m long, bringing the Harbour entrance down to a point opposite Highcliffe Castle. It is probably at this time that The Run was first given its name. The spit also grew in width from 50m to 300m and the area of new land supported an extensive dune system.

The building of the Hengistbury Head long groyne in 1939 marked the end of an era for the Sandbank, since the groyne halted the flow of material from Poole Bay. By 1944, the Sandbank had shrunk back to 900m, nearly where it started in the 1600s. The imminent loss of the Sandbank prompted the council to embark upon the first formal sea defences.

The Sandbank has a notable shipbuilding history. The remaining evidence of this is the Black House built in 1848 which appears to have been a workshop and dwelling for shipwrights. J.E.Holloway, of ironstone mining notoriety and a former mayor of Christchurch, had at least two significant ships built in the area in the 1840s. The area near the Black House also had a community of fishermen's huts, of which one is known to have been a canteen.

The extensive dune system present in the 1700s and 1800s suffered erosion due to summer visitors. A 1937 guide to Christchurch advertised the immense sand dunes, but by 1955 the sand dunes were considerably reduced in size¹.

Beach huts were first introduced shortly after Christchurch Borough Council sold but leased back the Bournemouth section of the Sandbank from Bournemouth Council in 1931. Prior to this, the only structures on the Sandbank seem to have been the Black House, a cluster of fishermen's huts and a few isolated chalets. Pre-war photographs of the area show several floating 'tea barges' indicating that the recreational use of the Sandbank was well established.

Post-war development is reasonably well-documented in council photographic records. A 1950 aerial photograph shows the Beach House Café and about 120 beach huts. A 1955 geographical study² notes erosion to the dunes and increased colonisation by beach huts. Toilet blocks 1 and 5 were built in the 1940s, blocks 2, 3 and 4 followed each other in close succession during the 1960s. The present number of beach huts was reached by the mid-1960s. Hut numbers have not increased since then, but usage of the huts has increased, particularly as sleeping accommodation.

1.2.3 Site details

The boundary of the Management Plan area generally follows the mean low water mark but extends to cover the changing areas of sand exposed during spring low tides at the Harbour entrance.

Figure 1 in the Appendix shows the extent of the area covered, key landmarks on the Sandbank and the location of the borough boundary.

¹ A.H.W.Robinson

² By A.H.W.Robinson

Site name:	Mudeford Sandbank
Ward:	Northern tip within Purewell and Stanpit Ward Southern section in Bournemouth Borough
National grid reference:	SZ 183 914
Area:	13.8 hectares
Bordered by:	Hengistbury Head, Christchurch Harbour and the open sea
Land tenure:	Christchurch Borough Council leases the northern portion of the spit from Meyrick Estate and the southern section from Bournemouth Borough Council.
Landscape:	A unique spit of land which adjoins Hengistbury Head and forms a natural barrier between Christchurch Harbour and the open sea.
Facilities:	Sandy beach Café Shop Toilets (including disabled) Showers (indoor hot and outdoor cold) Water standpipes Cycle parking Litter and dog bins Life-saving buoys Ferry jetty Land train terminus
Uses:	Informal and passive recreation Water-based activities
Access	The beach can be accessed by foot, bicycle or land train from Hengistbury Head or by ferry from Mudeford and Christchurch Quays. Wheelchair access is limited. Bus Stops near Mudeford Quay and Hengistbury Head. Refer to Section 1.11 for further details.

1.2.4 Covenants

Mudeford Sandbank is subject to covenants and other provisions contained within the leases from the Meyrick Estate and Bournemouth Borough Council.

1.2.5 Legal status

The open areas on the Sandbank are open space to which the public have been allowed access. The Council has statutory powers under the Public Health Acts and the Local

Government Act 1972 to manage and maintain this land. The most important of these statutory powers are:

- To allow the use of the land for a limited number of days in any year by a public institution or for an agricultural, horticultural or other show or any other public purpose and to charge for admission.
- Power to provide chairs, seats, reading rooms, pavilions and other buildings and conveniences and refreshment rooms and apparatus for games and recreation.
- Wide powers to provide entertainments and associated facilities and to set aside parts of open space for the purpose and to charge for such use.

The area at Mudeford Sandbank is covered by a number of byelaws (see Section 1.16.1).

1.3 How is Mudeford Sandbank managed?

The northern end of Mudeford Sandbank is within the boundaries of Christchurch Borough Council and the southern section lies within the boundary of Bournemouth Borough Council (see Figure 1 in the Appendix) but the Sandbank is managed as a whole by Christchurch Borough Council.

The Sandbank's vulnerability to erosion and its unique and tranquil character strongly influence the way in which the area is managed.

Effective on-site management is essential to ensure the area is maintained to a high standard. The different uses of the Sandbank sometimes conflict and we aim to manage this, working with others to ensure the area remains enjoyable for all.

The nature and setting of the Sandbank creates a welcoming and pleasant place to be. The natural beauty of the site and the stunning views instantly put visitors at ease. Mudeford Sandbank offer so much in terms of the simple pleasures of being outdoors which is why we place a high value on maintaining the atmosphere of the area. The Sandbank provides:

- An oasis for relaxation and reflection
- A space for being active and healthy
- A space for people to meet with friends and family
- A space for informal recreation and play
- A space for learning and stimulating the senses
- A space to connect with wildlife and the natural environment

The way in which we manage the Sandbank aims to maintain the unique character of the area whilst providing facilities and support for the leisure activities that the area accommodates.

The following sections outline the way in which we work to ensure the Sandbank is a welcoming, safe and enjoyable place for all who visit.

1.4 Leisure, sport and recreation policies

Mudeford Sandbank provides a large substantial area for leisure and recreation. The council's policy is to manage the Sandbank in a sustainable fashion in order to maintain its character and to protect the sensitive nature of the area with appropriate resources being allocated to this task.

The area is inspected on a regular basis to ensure it remains safe for all users.

1.4.1 Beach huts

There are 348 privately owned huts on the Sandbank, 344 of which are licensed by the council for overnight sleeping, two licensed as day huts and two fisherman's huts for storage of fishing equipment. Hut owners are required to pay an annual licence fee and a fee is also payable when transferring the licence to a new owner.

ACTION: [Introduce online administration for hut licencing.](#)

The Mudeford Sandbank Beach Hut regulations were revised in 2011 and came into force on 1 April 2011. The new regulations are published in the ***Handbook for licenses of Mudeford Sandbank sites for privately owned beach huts.***

In summary, council policy relating to beach huts, which is embodied within the hut owners Handbook, is:

- to control development in terms of hut size, shape and location
- to protect the local environment and apply sustainable principles where possible:
 - i) removal of non-indigenous (alien) plants
 - ii) the use of sustainable source materials only
 - iii) the control of site excavations
 - iv) the prevention of visual intrusions
 - v) the protection of adjacent vegetation and dunes
 - vi) the application of enforcement measures
 - vii) the reduction of noise nuisance
 - viii) the safe disposal of soiled (waste) water and the proper disposal of waste building materials
 - ix) vehicle access restrictions
 - x) number and storage of boats
- to ensure safety guidelines are followed, such as fire retardancy measures, gas installation specifications and increased glazing criteria
- to maintain the aesthetic value of Mudeford Sandbank through material, colour schemes, roof pitches
- to provide an appeal process for hut owners

ACTION: Redraft Handbook in a clear, simple and easy reference format.

1.4.2 Bathing

Swimming and other water-based activities are popular on the Sandbank. A voluntary beach segregation scheme aims to reduce conflict between swimmers and other water users. A large portion of the seaward shore of Mudeford Sandbank is a designated bathing beach.

Figure 2 in the Appendix shows details of the scheme.

Royal National Lifeboat Institution (RNLI) national standardised beach signage highlights safety issues relevant to the Sandbank. These signs were installed following a full audit and recommendations carried out by the RNLI in 2009.

1.4.3 Power boats

A power boat lane is located on the seaward side at the northern end of the Sandbank.

1.4.4 Metal detecting

It is council policy not to allow the use of metal detectors on our beaches and this includes the Sandbank. Any excavations made may be in breach of both local byelaws (number 16 Seashores and promenades) and statutory environmental designations (such as a Site of Nature Conservation Interest).

Discovered items remain the rightful property of their owner and therefore members of the public finding items are duty bound to hand them in to either the Police or, if it is council property, the council.

1.4.5 Seats

The council operates an 'Adopt a Seat' scheme whereby members of the public can dedicate a seat to a loved one. Adoption lasts for a period of ten years and preference of location is taken into account. There are currently two commemorative seats on the Sandbank in addition to three picnic benches able to accommodate wheelchairs.

1.4.6 Café/Restaurants

The Beach House Café comprises a restaurant/café and a shop. Refer to section 1.14.1 for details of the lease.

1.4.7 Events

We view all of our open spaces as public assets for local residents and visitors to enjoy and so we allow (subject to certain conditions and stipulated by licence) events and community activities to take place on these areas. Certain restrictions apply to ensure a balance is achieved between hosting events and allowing visitors to enjoy the site as it is. Restrictions specify the permissible frequency and duration of events as well as the type of events that can be accommodated.

The *Use of Open Spaces Policy document* identifies the primary uses of the beach areas, including the Sandbank, as walking, sunbathing, swimming, ball games and cycling. It also explains the various requirements expected of event organisers.

1.5 Coast protection

Muddeford Sandbank is particularly vulnerable to the forces of the sea and coast protection is essential if the Sandbank's current form is to be preserved.

In England, the Department of Food and Rural Affairs (DEFRA) has a national policy responsibility for flood and coastal erosion risk management (FCERM). They set the policy aims, objectives and targets for the risk management authorities. FCERM is carried out by risk management authorities (RMA) working together in partnership. In Christchurch, these authorities are the Environment Agency (EA), Dorset County Council (as Lead Local Flood Authority and Highway Authority), Christchurch Borough Council and Wessex Water plc.

The Borough Council provides a 'non-statutory' service to protect people from flooding and erosion by undertaking maintenance and repairs to coastal protection assets that are consistent with the rate of deterioration caused by material, physical and environmental factors. Capital projects to enhance coast protection may be carried out in the future through the use of FCERM grant in aid funding, as described in the Poole & Christchurch Bays Shoreline Management Plan (2010), Christchurch Bay FCERM Strategy (2012) and Defra guidelines.

1.5.1 Coastal erosion risk management

Christchurch Borough Council is the designated Coast Protection Authority for the whole of Muddeford Sandbank in its own right from the tip of the spit, and under the terms of the 1931 Lease for the remaining Bournemouth sector. It is unlikely that this will change so long as a Lease arrangement exists. The general defence strategy has been in place for over 30 years, since with the agreement of the relevant Ministries, the Council maintains the Sandbank as the front line defence for the Harbour and the adjacent conurbations. Formal defences have been in place since 1944. The needs of coastal defence take precedence over most other matters.

The council's Coast Protection team has succeeded in re-establishing the beaches on the seaward side using a rock groyne field system of sea defence and including beach replenishment work. This has stabilised the foreshore. However, the harbour side of the Spit has different erosion problems which cannot be solved using the same techniques. The area between the café and the Black House where beach hut sites are under threat has been artificially recharged to raise beach levels by some 30cms. This is purely a stop-gap arrangement because it only reduces the rate of erosion, but it is hoped that the foreshore can now re-stabilise itself and provide a long-term future for beach hut sites on the harbour side.

The 2010 *Poole and Christchurch Bays Shoreline Management Plan* (SMP2) advocates a policy of "hold the line" for the Muddeford Sandbank seaward peninsular. The Council carried out a £1.5m scheme in the winter of 1999-2000 to bring the

Sandbank defences up to the national 1 in 200 year event standard of protection designed to resist storms with a 200 to 1 chance of occurrence in any one year. It is Council policy to maintain defences to the national standard. A 'do nothing' strategy for this frontage would result in reductions in the defence standard of the Spit within 5 years and a gradual weakening of the existing rock structures during the course of the next 30 years which in-turn would increase the risk of a breach through to Christchurch Harbour. SMP2 also studied the potential breach scenario at Double Dykes, west of Hengistbury Head using the latest erosion risk management tools and concluded the risk to be low.

The current defence strategy is to maintain a wide beach crest level of at least 60m on the seaward side of the Sandbank, protected by rock groynes. The sand beaches are intended to be sacrificed in extreme events whilst a gravel 'basement' gives rear-guard protection. The strategy is underpinned by a vigorous maintenance regime and the occasional recycling of sand from the tip of the Sandbank to depleted bays along the frontage. It is unlikely that solid structures such as sea walls will be used again in the foreseeable future. Works under coastal legislation are required to be environmentally friendly and the strategy includes habitat protection and conservation.

ACTION: Use appropriate coast protection measures to maintain the current environment at Mudeford Sandbank.

Prior to any coastal defence work an environmental impact assessment is carried out to identify sensitive areas to be avoided and protected during the works. The results are submitted to Natural England who monitors the situation throughout the works.

The peninsular of Mudeford Sandbank however is predicted to be vulnerable to future sea level rise (50 – 100 years). Therefore it will become unsustainable to defend and in time shall be allowed to roll-back naturally as the seaward defences become submerged.

1.5.2 Shoreline Management Plans

A Shoreline Management Plan (SMP2) is a document which sets out a general strategy for coastal defence taking account of natural coastal processes and human and other environmental influences and needs. It is intended to provide a strategic framework for the management of coastal defences along the coastline in the future and a basis upon which future informed decision making and policy setting can be made. They are non-statutory. They inform RMAs and help them develop future management strategies for the coastline.

The coast of Christchurch is covered by Poole and Christchurch Bays SMP2 which was adopted in 2010. It sets out the current strategy for management of flooding and coastal erosion risk between Durlston Head in Dorset and Hurst Spit in Hampshire, including Poole and Christchurch Harbours. It is known in national SMP terms as Subcell 5f and is sub-divided into a number of 'Policy/Management Units'.

The plan outlines how best to manage each section of the coast with one of the following defence options:

- **No active intervention (do nothing)**- meaning no investment will be made in coastal defences or other operations other than for safety purposes

- **Hold the existing line-** keeping the line of defence as it is by maintaining existing defences or changing the standard of protection
- **Advance the line-** the building of new defences on the seaward side of existing defences
- **Managed realignment-** allowing natural physical processes to act on a stretch of shoreline, with management to control or limit that movement

1.5.3 Flood risk management

The Environment Agency (EA) has a strategic role for all matters relating to flood risk management and includes both river and tidal flooding issues. RMAs such as Christchurch Council do not have power to undertake flood risk management works themselves. They must first seek Flood Defence approval for potential works from the EA.

1.6 Planning policies

The Sandbank is covered by a number of designations which affect potential development in the area. The tip of the Sandbank which lies within Christchurch Borough falls within the Greenbelt and Mudeford Conservation Area. Christchurch Harbour Site of Special Scientific Interest (SSSI) abuts the inner shore of the Sandbank and the majority of the Sandbank is designated a Site of Nature Conservation Interest (SNCI).

The Borough-wide Character Assessment and the Local Plan outline current planning policy which impacts upon the Sandbank.

1.6.1 Character Assessment

Although the Sandbank is not specifically mentioned in the ***Borough-wide Character Assessment*** the document clearly places high value on the tranquillity of the harbour area and the backdrop this provides to the town. Hengistbury Head and the Harbour entrance are identified as key landmarks.

The inherent attractive character of the harbour areas is based on a number of relatively fragile attributes. The modest level of development is limited to only sections of the harbour edge and most of this is historic and low key. The tranquillity of the open marshland would be sensitive to noise, activity or visual intrusions. The character assessment identifies the views across the harbour as low level and sensitive to change. The undeveloped areas of the harbour edge should be seen as an important part of the wider setting.

1.6.2 Local Plan and Local Development Framework

The council is currently producing its new ***Local Plan***. Until such time as the new Local Plan is adopted the Council will continue to work from policies in the Christchurch Borough Local Plan (2001). As part of this transition, a request was submitted to the Secretary of State for Communities and Local Government to save certain policies of the

Local Plan and delete others. The **Consolidated Local Plan** shows saved and deleted policies and gives reasons for these.

Mudeford Sandbank is covered by the following Local Plan zones which have an impact in terms of planning and development and recognise the importance of various aspects of the Sandbank:

Open Space

We recognise the importance of providing sufficient open space and facilities for recreational pursuits. Mudeford Sandbank is designated as a public open space.

Christchurch Coastal Zone

We will ensure that appropriate access to the water is maintained and that the natural environment and character of the area is respected.

Flood Zone

Mudeford Sandbank is within the flood zone and is protected accordingly.

Green Belt

Mudeford Sandbank is subject to certain development controls due to its location within the green belt which protects the area's visual amenity.

Conservation status

A small section of the Sandbank surrounding the Black House falls within Mudeford Quay Conservation Area.

As Christchurch Borough Council leases a portion of the Sandbank from Bournemouth Borough Council, the **New Bournemouth Local Plan** policies also affect the Sandbank.

1.7 Character

The character of the Sandbank is the main attraction for both borough residents and visitors to Christchurch. The results of the 1995 customer survey clearly indicated that the tranquillity and simplicity combined with the family atmosphere and natural beauty are the main attractions of the Sandbank. The area provides a haven from the stresses and pressures of modern living. Restricted vehicular access and a low level of amenities both play a part in creating the particular atmosphere enjoyed on the Sandbank.

The council aims to maintain the special nature of Mudeford Sandbank whilst providing basic modern amenities in an environmentally sensitive and effective way. Regulations, including those relating to beach huts, vehicles, commercial activities and the policy of non-promotion as a tourist/leisure venue, all work towards achieving this aim.

The council will periodically review the number of beach huts and their impact upon the environment and character of the Sandbank. When resolving any issue affecting the Sandbank the council will always assess the likely impact of a solution on the character of the Sandbank and seek to minimise any negative impacts.

1.8 Tourism and marketing

Tourism is a very important industry to the economic viability of Christchurch, providing an estimated 2,464 jobs in the Borough³. Over 1,552,000 day visitors are attracted to Christchurch every year, in addition to some 214,000 staying visitors. The total value of tourism to Christchurch's economy is estimated at approximately £100 million per annum thus showing the popularity of Christchurch as a tourist destination.

For most of this century Mudeford Sandbank has provided a tourist attraction to Christchurch by its very nature of remoteness and inaccessibility. Visitors to the Sandbank have always enjoyed the feeling of being 'away from it all' in a tranquil environment, with no intrusions from modern living.

The Sandbank is unusual in tourism terms in the sense that many of the visitors who stay in the beach huts are locals holidaying in their own town, simply to escape the stresses of modern life. Very few destinations find such tourism economic benefit from their own residents.

The Sandbank is something of a hidden gem in that visitors from outside the area will only generally find the Sandbank by accident or recommendation. The council does not actively promote the Sandbank, as it does its other beaches, or allow commercial programme makers access if the location will be disclosed so as to preserve the tranquil environment of the area. In tourism publications, the council does describe the Sandbank, but stresses that access is not as straightforward as for other beaches, and it is likely that a visitor to the area would choose the beaches from Avon to Highcliffe in preference.

There is no doubt that whilst the popularity of the Sandbank could be increased, visitor levels should be kept at present levels to maintain sustainability. In tourism terms there are too many examples of fragile sites that have been destroyed through sheer pressure of numbers and poor visitor management and it is hoped that this Management Plan will work to assure the Sandbank's unique environment is preserved.

Hut Users

Survey results from 1995 show that hut occupiers stay very regularly: one main holiday and a number of long weekends. The average occupancy rate per hut is 4.37 (split 2.27 adults and 2.1 children per hut). This means that, assuming a 66% occupancy rate, there would be more than 1000 people a night on the Sandbank throughout the period March to October.

Day Visitors

The number of day visitors is much harder to determine. There is some anecdotal evidence and some customer survey information gleaned from the 1995 Survey. The survey found that 62% of day visitors visit the site regularly and a further 25% occasionally. This suggests that the majority of day visitors are local people or people within a reasonable driving distance who have previously enjoyed a visit to the Sandbank. The reason for their visit is fundamentally the same as that given by hut occupiers - the site's peace and tranquillity is its main attraction.

³ The Economic Impact of Dorset's Visitor Economy 2012, The South West Research Company Ltd.

ACTION: Gather up to date views of hut owners and other visitors on various aspects of the Sandbank. Use this information to inform future decision making at the Sandbank.

1.8.1 Web-based information

The council does not actively promote the Sandbank although it is mentioned online. Basic information about the Sandbank can be found on:

- Visit Christchurch (council run tourism site) www.visitchristchurch.info
- Dorset For You (the website for Dorset local authorities) <http://www.dorsetforyou.com/409586> The management plan can also be downloaded from this page.

1.9 Environment and conservation

The environmental value of the Sandbank is inextricably linked to its geology, geomorphologic landscape and meteorology and also to man's influence through land use and management. Geologically very youthful and by definition naturally transient, the Sandbank nevertheless significantly contributes to the local ecology.

A number of designated nature conservation areas lie within or adjacent to the Mudeford Sandbank. Refer to Figure 3 in the Appendix.

1.9.1 Mudeford Sandbank SNCI

Mudeford Spit Site of Nature Conservation Interest (SNCI) spans the vast majority of the area covered by this management plan. The SNCI is described as sand dunes with a gravel and shingle foreshore. It is home to a number of rare plants (listed below), many of which are reliant upon the strand line and trampled environments such as the foreshore. Such species are by definition fragile in their hold on the habitat, a single exceptionally high tide or storm event being enough to destroy them. Important and rare plant species include:

Sea rocket	(<i>Cakile maritima</i>)
Frosted orache	(<i>Atriplex laciniata</i>)
Sea kale	(<i>Cramble maritime</i>)
Sea mouse-ear	(<i>Cerastium diffusum</i>)
Bur chervil	(<i>Anthriscus caucalis</i>)
Sea sandwort	(<i>Honkenya peploides</i>)
Sheep's bit scabious	(<i>Jasione montana</i>)
Sea knotgrass	(<i>Polygonum maritimum</i>)
Ray's knotgrass	(<i>Polygonum oxyspermum</i>)

1.9.2 Adjacent nature conservation sites

In the vicinity of the MSMP area are a number of other sites. Hengistbury Head (owned and managed by Bournemouth Borough Council) is a Local Nature Reserve (LNR) and

Site of Special Scientific Interest (SSSI). The heathlands on Hengistbury Head are protected as a Special Area of Conservation and a Special Protection Area. ***Hengistbury Head Management Plan*** provides details about how the site is managed.

Christchurch Harbour SSSI comprises a number of units including the Harbour itself and Hengistbury Head, both of which abut Mudeford Sandbank.

1.9.3 Wildlife and habitat protection

The council strives to maintain and enhance the habitats which support rare species and to preserve the biodiversity of the Sandbank without destroying the natural transience of the site. The dunes and associated plant species are susceptible to trampling and struggle to survive. Fencing off areas of dunes helps the dune structure to develop and dune species to recolonise the site.

ACTION: Maintain a fenced off area near groyne 13 to encourage dune growth, establish native plants and remove alien species.

The dune environment on the Sandbank is suitable for ground nesting birds such as Oystercatchers, Ringed Plover and Little Terns.

ACTION: Provide a safe area for birds during each nesting season.

Alien species are removed from the Sandbank. Beach hut licensees must not damage or remove any plant from the beach, or plant any vegetation on the beach or within any receptacle on the beach.

1.9.4 Nature information and interpretation

Interpretation is more than just information; having an appreciation of different elements that make up Mudeford Sandbank helps people to understand what it is that makes it a special place. We purposefully limit the number of interpretation boards so as not to detract from the natural environment of the Sandbank.

Each of the four interpretation boards looks at a different topic:

- Mudeford Sandspit Lagoon and Holloway's Dock
- Natterjack toads
- Sand dunes
- Experimental bird nesting area

1.10 Sustainability

We are committed to reducing our impact on the environment in all areas of our work. We have adopted an ***Environmental Strategy and Action Plan*** which details how we will do this. The strategy focuses on reducing our environmental impact in a number of areas which affect how we work at the Sandbank, including transport, waste, building and land management.

The council emphasises the importance of maintaining a high quality built and natural environment in its **Corporate Plan**. This places responsibilities on the council, and those it authorises to use its land, to operate and manage sites such as Mudeford Sandbank in an environmentally sound way.

1.10.1 Energy and water efficiency

The lights inside the public toilets are operated by PIRs (passive infra-red detectors) which detect body heat and then switch on the lights for a predetermined period.

Our tenants at Mudeford Sandbank understand the importance of striving to reduce their impact on the environment. These are some of the ways in which tenants have changed how they work:

- Separate cardboard and glass for recycling
- Use a responsible waste contractor able to recycle up to 70% of general waste
- Use energy saving light bulbs where possible
- Turn power off as much as possible at night
- Regularly maintain equipment to ensure it functions efficiently
- Use locally sourced products as much as possible
- Use sustainably sourced fish as much as possible

1.10.2 Sustainable transport

We encourage residents and visitors to make sustainable choices about how they travel; a sustainable choice is one which keeps damage to the environment, and therefore the future, to a minimum. **Christchurch Active Travel Map** highlights the traffic-free footpaths, bridleways, byways and cycle routes, as well as quiet roads, where people can avoid traffic. Active travel helps people get physically active travelling to and from their destinations and it is also a sustainable way to get about. Mudeford Sandbank is well-served by active travel routes.

1.10.3 Litter and recycling

There are five refuse areas on the Sandbank with facilities for collection of glass, recyclables and general waste. These bins are emptied by the council's contractor.

The Sandbank is litter picked throughout the year with the intensity increasing during the summer months. Litter picking is managed by the Open Spaces and Countryside Team.

Bulk waste is dealt with through the provision of three skips during the hut building/repair season from October to March. This scheme was introduced during 2012/13 and will be monitored and adjusted if abused or necessary for any other reason.

ACTION: Monitor and review bulk waste collection scheme.

ACTION: Review waste disposal (including recycling).

1.10.4 Procurement of site features

We believe that the choices we make when purchasing materials and products for use at our sites has an impact on the environment and we strive to make sustainable choices where possible. For example, the picnic benches on the spit are made from recycled plastic.

Hut owners are required to use timber from sustainable sources when replacing beach huts.

1.11 Travel and access

Vehicle movements are kept to a minimum in order to minimise negative impacts on the sensitive physical environment and tranquil surroundings of the area. Unnecessary growth in vehicle movements is not permitted. The public cannot access the Sandbank directly by car, however, there are a number of other means of reaching the Sandbank.

Ferries

The Mudeford Ferry operates between Mudeford Quay and Mudeford Sandbank and runs approximately every 12 minutes from Easter to late October. The service also operates at weekends during the winter months but the service is weather dependent and may not run in unfavourable conditions.

For further information see www.mudefordferry.co.uk .

A ferry also runs between the Sandbank, Christchurch Quay and Tuckton Bridge (Tuckton Tea Gardens).

For further information see <http://www.bournemouthboating.co.uk/ferry.html>

Both ferries carry foot passengers, pushchairs and bicycles. They also transport wheelchairs but only if the wheelchair user is able to embark and disembark the boat without remaining in the wheelchair. Motorised wheelchairs cannot be accommodated.

ACTION: Maintain the jetty in good order.

Land train

Hengistbury Head Land Train runs from the car park at the end of Broadway to a terminus on the Sandbank. The train operates every day of the year except Christmas Day. The train can carry pushchairs and wheelchairs. Wheelchairs can be folded or transported with the user remaining in the wheelchair using the special wheelchair carriage of the train.

ACTION: Replace the existing land train terminal with a new structure which compliments and promotes the surrounding environment.

ACTION: Review arrangement for land train service.

Cycling

The Sandbank can be reached by bicycle from both the east and west. Mude Valley Greenway runs from Somerford roundabout to Mudeford Quay and provides an excellent route for cyclists to the Quay and then onto the Sandbank via the ferry. Iford Lane and Poole and Bournemouth seafront cycle routes converge on Broadway from where they follow the Land train route to the Sandbank. Cycle racks are located adjacent to the ferry pontoon and at the land train terminal.

Throughout the Borough there are short segments of cycle route and it remains the council's intention to increase the number of cycle routes and to build a comprehensive network.

Cycling routes passing near to the site can be found on the ***Christchurch Active Travel Map***.

Christchurch Coastal Route

Christchurch Coastal Route provides an ideal walking or cycling route to access the Sandbank as it terminates at Mudeford Quay with its ferry links to the Sandbank.

Christchurch Coastal Route extends from Chewton Bunny in the east to Mudeford Quay in the West along a network of established formal promenades and paths. The majority of the route can also be cycled, apart from one on-road link being required to negotiate a footway-only stretch at Friars Cliff. Over half the Coastal Route is wheelchair-friendly all year round.

Walking

Visitors can walk to the Sandbank along the land train road which is tarmacked and so also suitable for wheelchairs. Alternative walking routes follow gravel paths up and over Hengistbury Head.

Bus

The nearest bus stop is in Mudeford near to the Chichester Way turning into Mudeford Quay. This is a 5 to 10 minute walk from the ferry terminus on Mudeford Quay.

There is also a bus stop at the junction of Broadway and Harbour Road. This is a 15 minute walk from the land train terminus at Hengistbury Head.

Wheelchair and pushchair access

The council has an easy-access policy where it will try to provide unrestricted access to its facilities and sites wherever possible. Mudeford Sandbank, however, is a natural beach environment and it is therefore recognised that access can be difficult for those who find it hard to walk.

A tarmac road runs from the Land Train terminus at the end of Broadway and follows a picturesque route around the edge of the harbour and ends at the Land Train terminus on the Sandbank. From here onwards there is a crushed limestone path which leads to the ferry pontoon, Beach House Café and toilet blocks on the harbour side of the spit.

The three picnic benches by the haulage road on the seaward side are wheelchair friendly.

Heavy goods vehicles

Heavy goods vehicles, except for emergency, coastal defence or other authorised vehicles (e.g. refuse lorries), are restricted to the tarmac road which ends at the Land Train terminus. Where necessary, heavy goods vehicles may use the haulage road on the seaward side of the spit. This can be accessed by turning right immediately before toilet block 2.

Strict regulations are applied to Beach Hut Owners and commercial operations regarding the number of permitted vehicle movements.

Car

Recreational users of the Sandbank cannot access the site by vehicle. The nearest car parks are at Mudeford Quay and Hengistbury Head. Vehicle movements related to businesses are kept to a minimum.

Access for private vehicles of Beach hut owners is restricted to the months of March and October. Hut owners may apply for a permit for 5 consecutive days (one per month) to undertake restocking, clearing or repairing of their huts. A small fee is charged by Bournemouth Borough Council who administers these permits. Beach hut owners who are disabled and fulfil conditions set out in the ***Handbook for licensees of Mudeford Sandbank sites for privately owned beach huts*** are eligible for a one year vehicle permit.

These policies aim to reduce the negative impact of vehicles on the Hengistbury Head Nature Reserve and the Sandbank.

Moving within the site

Once on Mudeford Sandbank movement within the site is safe as the majority of the site is traffic free. The sandy beach and the predominantly unmade 'road' limit wheelchair access. The tarmacked land train road extends through the southern portion of the site as far as the train terminus. From here onwards there is an unmade road which can become covered with sand.

1.12 Health and safety

It is important that the area is well-maintained and clean from an aesthetic as well as health and safety perspective. We carry out a variety of roles to ensure that the Sandbank remains a pleasant site to visit.

1.12.1 Safety inspections

Regular site inspections are carried out by the Open Spaces and Countryside team. This includes checking the emergency equipment, the general cleanliness and condition of all other features and ensuring that licence holders (business and hut owners) are complying with the terms of their licences. Follow up action and remedial works are carried out where necessary. The team maintains and updates a risk assessment for the site annually.

All council employees working on site are trained to council health and safety standards.

1.12.2 Safety provisions

Being a large site it is important that certain facilities are on site to ensure the safety and comfort of visitors.

Beach safety signage

Beach safety information, potential hazards and dos and don'ts are displayed via RNLI approved signage.

These signs use unique beach locations codes (UBLC) which help the public relay the exact location details to the emergency services when an incident is taking place.

Life belts

Life belts can be found along the seaward side of the Sandbank. The condition of the life belts is always checked during site inspections.

Dogs

Dogs are free to enjoy the open space at Mudeford Sandbank but we ask owners to keep their dogs under control and be considerate of other users. Dog waste bins are provided.

1.12.3 Health and well-being

The council plays a role in helping local people to lead healthy and active lives. We work in partnership with Christchurch Community Partnership (in particular the Generations, Health and Care and Physical Activity Action Groups) and with local sport and physical activity clubs as identified in the ***Christchurch Active Living Strategy***. Open Spaces are well placed to support this agenda.

1.12.4 Water quality

For at least the last ten years, Mudeford Sandbank has consistently enjoyed an excellent standard of water quality (as defined by the Environment Agency).

The Environment Agency tests the sea for bathing water quality over a twenty week period from May each year. Bathing waters are monitored for total coliform bacteria and faecal coliform bacteria which are an indicator of the presence of traces of human sewage. There are two designated standards set within the EU Bathing Water Directive.

The mandatory standards, which should not be exceeded, are:

- 10,000 total coliforms per 100 millilitres (ml) of water
- 2,000 faecal coliforms per 100ml of water

In order for a bathing water to comply with the Directive, 95% of the samples (i.e. at least 19 out of the 20 taken) must meet these standards, plus other criteria.

The guideline standards, which should be achieved where possible, are:

- no more than 500 total coliforms per 100ml of water in at least 80% of the samples (i.e. 16 or more out of 20)

- no more than 100 faecal coliforms per 100ml of water in at least 80% of the samples (i.e. 16 or more out of 20)
- and for Blue Flags no more than 100 faecal streptococci per 100ml of water in at least 90% of the samples (i.e. 18 or more out of 20)

Bathing waters analyses are also made on the basis of other standards contained in the EU Directive. Two samples are analysed for the presence of enteroviruses, and two samples for the presence of salmonellae, at any site that failed the mandatory coliform standards in the previous year.

Christchurch Beach Water Quality results are displayed at the beach office on the Sandbank as well as the majority of the beach sites and in a number of locations around the Borough including the public libraries.

Updates to EU Bathing Water Directives come into force on December 2014.

ACTION: Carry out work to meet revised EU Bathing Water Directive which comes into force on 31 December 2014.

Water pollution

There is generally little evidence of water borne or wind borne pollution in Christchurch and Bournemouth Bays, although wet weather and heavy discharges from emergency outflows in previous years has been detrimental to water quality results.

Occasionally unacceptable levels of waste wash up on the beaches. If this is deemed a public health hazard the council is responsible for its removal.

The ***Dorset Coastal Pollution Clearance Plan*** outlines procedures and responsibilities regarding pollution incidents on the Dorset coast.

Oil and chemical pollution

This is primarily a matter of public health as far as the council is concerned. If an incident were to occur this would trigger a planned response commensurate to its scale as outlined in the council's emergency and disaster plans.

1.12.1 Building maintenance

Our tenants at The Black House and The Beach House Café are required to keep buildings in good repair as identified in the terms of their leases. As the site is inspected a minimum of once a week we quickly pick up problems with other council buildings.

ACTION: Maintain and repair all council-owned buildings on the Sandbank.

1.12.2 Other formal controls

It is good practice to ensure our licensees are working with us to keep Mudeford Sandbank in good order. We make provisions within the licences we issue so that these users have appropriate insurance and keep the site in good order.

1.13 Supporting infrastructure

The council provide basic services and amenities to ensure visits to the Sandbank are comfortable and enjoyable.

Public toilets

There are five toilet blocks on the Sandbank. They are all open from 1st March until 31st October except for one which remains open all year round.

The council toilets are cleaned to an agreed contract specification by a private sector contractor for an agreed fee.

The main components are:

- There is one major clean daily to full contract standard
- There are additional minor cleans
- The cleaning schedule increases cleaning in the summer

The boroughs toilets are kept in good repair and redecorated when needed to ensure they continue to meet high standards.

Showers

Key controlled hot showers are available in toilet blocks 2, 3 and 5 to hut owners/users only. The hot showers are only be used when the toilets are open. Outdoor cold showers are available to all.

ACTION: Maintain suitable toilet and showering facilities.

Patrol boat

The council's Marine Patrol Boat is staffed by a seasonal crew of two and patrols from Easter to October, plus supplementary outings for special needs such as security patrols with the police. Although the primary duty of the boat is for byelaw enforcement, it actually carries out a wide range of tasks and plays an important public relations role for the council, offering guidance to residents and visitors alike on local marine issues.

Signage

Signs are a great way to communicate information with visitors. We feel it is important to ensure that signage is kept at an acceptable level so that it does not detract from the visual amenity of the site.

Where we have concessions, signs are clearly displayed and show relevant information.

Water

The water supply is by 75mm private main owned by Sembcorp Bournemouth Water. This supplies only the standpipes, toilet blocks, café and the Black House. There no plans to extend this service further, for example, to individual beach huts.

Gas

There is no mains gas supply to the Sandbank and no plans to provide gas in the future. Bottled gas is available to purchase from the shop.

Electricity

Electricity supply is limited to the Beach House Café, the five toilet blocks, beach office, the Black House and the mains sewage disposal system. There is a general consensus not to use this supply to provide street lighting or other 'urban' usage.

Sewage disposal

The mains disposal system was installed in 1999. The system is an integrated network of discreet pumping stations at the toilet blocks, the café and the Black House, discharging to the Mudeford Quay pumping station via a tunnel under The Run. There are no plans to provide facilities to individual beach huts but the system does include Elsan disposal points.

ACTION: Assess condition of back up drainage system.

ACTION: Replace pumps and, where necessary, mechanical/electrical control systems at all four pumping stations.

1.14 Commercial activities

Two commercial businesses operate from buildings on the Sandbank which are leased and licensed by the council. The council also leases the Beach Hut sites.

1.14.1 Leases and licences

The terms and conditions of these licences help maintain the quality of the Sandbank environment.

Table 1: Commercial leases and licenses on Mudeford Sandbank.

Lease / License	Details
The Black House	Leased by the council for a period of 20 years from 15 December 2000 (lease expires 14 December 2020).
The Beach House Café	Leased by the council for a period of 16 years from 1 January 2013 (lease expires 23 March 2029).

The Black House

The Black House, located at the end of Mudeford Sandbank adjacent to The Run (Figure 1 in the Appendix), is divided into four self-catering holiday apartments.

There is a maximum letting period of four weeks on each letting unit to prevent these becoming long term lets.

There are strict controls on the number of vehicle movements per year to the Black House. A maximum of 26 routine vehicle visits per year are permitted, restricted to as far as the surfaced roadway only, although additional special visits (all the way to the Black House) may be agreed subject to council approval.

The Beach House Café

The Beach House Café comprises restaurant/café and a shop (Figure 1 in the Appendix).

The current policies are as follows:

- To use the premises for the sale of ice-cream, refreshments, groceries, newspapers, bread, milk, alcohol of all descriptions (for consumption off the Premises), calor gas cylinders and any other commodities reasonably required by the occupiers of the beach huts and other premises at Mudeford Sandbank and a restaurant and café with a Premises Licence authorising the sale by retail of alcohol of all descriptions for consumption on the Premises.
- Reduce the number of vehicle movements by 1% per year from 2013.
- Maintain the current staff parking facility which allows one staff vehicle to park and one delivery vehicle to park whilst delivering,
- To ensure that the premises are open at least during April, May, June, July, August & September during the normal trading hours for the locality and between 09.00 & 19.00 hours in July & August so that essential items and services can be available to the Sandbank's users.

Beach huts

Refer to Section 1.4.1 for information about beach hut licences.

Fishing

Local fishing interests will continue with the main impact being salmon-netting (when in season) for which a licence is required.

Mudeford District Fishermen's Association are routinely consulted on coast protection initiatives to ensure that works carried out are compatible with their business activities.

Council landlords

The council leases part of the Sandbank from Meyrick Estates and part from Bournemouth Borough Council. The council has certain obligations to its landlords including, for example, maintaining The Black House.

1.14.2 Harbour and coastal foreshore assets

The council is facing financial pressures in line with those being experienced by local government as a whole and we need to ensure our assets are fulfilling their potential, both for the community and as generators of vital council income.

Consideration is being given to how we might make a greater commercial return from our coastal assets in the future, appropriate to their character and subject to the constraints that might exist from site to site.

Classification of the coastal and harbour areas based on their current character, level of commercialisation and recreational uses will help ensure any future proposals are suited to the location. Mudeford Sandbank falls within Zone 2 – generally well used by the public for recreation and leisure and new proposals are feasible without compromising character, uses or environment.

ACTION: Look for ways to make greater financial return from the Sandbank's assets whilst maintaining the area's character.

1.14.3 Filming and photography

Professional filming or photography may be permitted on the Sandbank but the location is not to be made public. Applications are assessed on a case by case basis and charged at the market rate.

1.15 Community involvement

We encourage local people to become involved with their local open spaces.

ACTION: Set up regular meetings with key users and stakeholders of the Sandbank.

Mudeford Sandbank Beach Hut Association

Mudeford Sandbank Beach Hut Association represents the interests of hut owners and provides a means of keeping owners up-to-date with relevant information.

1.16 Management controls

The following controls and designations are in place to help keep the Sandbank a safe and pleasant place.

1.16.1 Byelaws

The following byelaws apply to the area:

Table 2: Byelaws at Mudeford Sandbank

2, 5, 9, & 45	Good rule and government and for the prevention of nuisances
16	Seashores and promenades
24	Fireworks in places of public entertainment
32	Control of seaside pleasure boats

The full details of each byelaw are signposted in the Bibliography.

Information signage relating to byelaws and their enforcement is specific to each byelaw. The council has a policy to only provide signage:

- where there is a byelaw to be enforced or a need for signage on health and safety grounds
- that conforms to the present code of practise

1.16.2 Dog controls

Dogs are permitted on the beach at the Sandbank throughout the year. Dogs are free to run off the lead but we do expect owners to keep their dogs under control and be considerate of other people. We expect dog owners to use the dog bins provided and help to keep the Sandbank clean.

Dog control orders are enforceable on the northern section of the Sandbank which is within the council's boundary:

- The Fouling of Land by Dogs (Christchurch) Order 2013

This order requires those in control of dogs to remove dog waste from the land or face a penalty for failing to do so.

- The Dogs on Leads by Direction (Christchurch) Order 2013

This order makes it an offence not to put, and keep, a dog on a lead of not more than 1 metre when directed to do so by an authorised officer of the Council if such restraint is reasonably necessary to prevent a nuisance or behaviour by the dog, likely to cause annoyance or disturbance to any other persons, or the worrying or disturbance of any animal or bird when on any land which is open to the air and to which the public are entitled or permitted to have access (with or without payment) within the Borough of Christchurch.

The southern section of the Sandbank is within Bournemouth Borough and so the above dog control orders do not apply, however, the Bournemouth Borough dog control orders do apply. The two different sets of orders are in essence the same but each set can only be enforced by officers from the relevant Council.

ACTION: Work with Bournemouth Borough Council to ensure dog control orders are uniformly enforceable for the full length of the Sandbank.

1.16.3 Littering controls

Community Enforcement Officers can issue £75 Litter Fixed Penalty tickets under the Clean Neighbourhood and Environment Act 2005 to anyone seen littering.

1.16.4 Security

All beach sites, including the Sandbank, are regularly assessed to identify problem areas that may require CCTV.

The council works closely with both Dorset Police and youth outreach teams to deal with instances of anti-social behaviour should they arise.

1.16.5 Emergency planning and disaster management

In the event of a major incident of oil pollution which could threaten Christchurch, the council has opted to play a supporting role, although there is no statutory requirement to do so.

Dorset County Council will be the lead authority in close co-operation with the Maritime and Coastguard Agency. There is a booming plan for Christchurch Harbour which relies upon the co-operation and knowledge of council personnel, led by a qualified Beachmaster.

The ***Dorset Coastal Pollution Clearance Plan*** (2010) identifies thirteen access points and two rendezvous points in the Borough, which may require active management by the council during a large scale emergency.

The introduction of the Civil Contingencies Act in 2004 has brought with it many new obligations for Local Authorities, and in particular, the requirement for Business Continuity Plans to be developed for business units so that they can reasonably foresee their planned response in the event of a civil emergency.

2 Where do we want to get to?

The council aims to lead and influence the local community to take pride in the unique feature of Mudeford Sandbank. By continually challenging what we do and consulting with local people we aim to provide a high quality, peaceful and unique environment at Mudeford Sandbank. This section outlines aspirations for Mudeford Sandbank and specific objectives to work towards.

2.1 Vision

Our Vision for Mudeford Sandbank is:

“To maintain the tranquil nature of this unique and beautiful environment as a place for peaceful pleasure.”

2.2 Objectives

The management planning process itself helps to work towards the vision the council has for Mudeford Sandbank by providing an effective management tool. The following key objectives identify priority areas to defend and improve the quality of Mudeford Sandbank:

- A.** To apply appropriate coast protection measures to protect the Sandbank and its unique environment.
- B.** To maintain the peaceful and tranquil character of Mudeford Sandbank.
- C.** To maintain and improve the ecology of the Sandbank.
- D.** To provide and maintain basic modern amenities in an environmentally sensitive way that do not impinge upon the character of the Sandbank.
- E.** To provide effective on-site management in order to keep the Sandbank safe and enjoyable for all.
- F.** To balance the needs of various uses of the Sandbank to ensure the site is sustainably managed and enjoyable for all.
- G.** To ensure the Sandbank’s assets are fulfilling their potential, both for the community and as a source of income.

Health & safety, sustainability and equalities policies influence all council work including the objectives of MSMP.

These objectives form the driver behind proposals listed in the Action Plan in section 3.2.

2.3 Policy context

The valuable role that open spaces and the natural environment play in our communities is recognised in a broad range of national, regional and local policies.

This section identifies a number of key documents, bodies and agencies which have an impact on Mudeford Sandbank and the way in which it is managed.

2.3.1 National level

Green spaces, such as parks and recreations grounds, are recognised at a national level as making a vital contribution to our quality of life. The overall national policy context is set out in the ***Sustainable Communities Act 2007*** which promotes sustainable improvements to economic, environmental and social well-being of local communities.

The ***National Planning Policy Framework*** sets out the Government's planning policies for England. The framework states that access to high quality open space and opportunities for sport and recreation make an important contribution to the health and well-being of communities.

2.3.2 Regional level

The ***South East Dorset Green Infrastructure Strategy – Investing in Green Places*** has recently undergone a public consultation and is in the process of being endorsed by partner organisations. The intention of the strategy is to create a bold vision and set a framework for high quality accessible green infrastructure in the region. The strategy aims to help local authorities manage their green infrastructure in ways which contribute to a wider, multi-functional network.

The ***Local Transport Plan 3***, which covers Poole, Bournemouth and Dorset, has a number of important priorities such as improving accessibility, creating safer roads and improving air quality. By opening up previously excluded areas of land and increasing the mobility of the community, the amount and quality of land available to be used as green space can be enhanced and more people can have access to the services and recreation they need.

GreenSpace Southwest provides a united voice to promote the regeneration and sustainable future quality of green spaces. The group is becoming the leading membership organisation in the region. We are represented at these regional meetings.

2.3.3 Local level

At a local level this management plan aligns itself with key council priorities and themes. These themes are outlined in the ***Corporate Plan 2012 - 2016***. The relevant objectives are set out below:

Environment:

- ENV1 Minimise waste to landfill and optimise recycling
- ENV2 Manage the conflicts between developing the built environment and protecting the natural environment

Community:

- C3 Work with partners to ensure crime levels in 2016 do not exceed 2011 levels

Christchurch and East Dorset Core Strategy (anticipated to be adopted in spring 2014) will form the central document of the area's **Local Development Framework**. A number of the Strategy's objectives are relevant to this management plan, namely:

- Objective 1 - to manage and safeguard the natural environment of Christchurch and East Dorset. This objective notes Christchurch Harbour, the coast, rivers and beaches as especially important natural features which will be protected and enhanced.
- Objective 3 – to adapt to the challenges of climate change.

MSMP is one of a number of open space management plans and will sit beneath the emerging **Open Spaces Strategy**. The Open Spaces Strategy will acknowledge the intrinsic role that these spaces have to play in achieving healthy, prosperous, cohesive and sustainable communities. It will map out how the council intends to safeguard, improve and promote green spaces in terms of these themes. The strategy will also be a spatial plan and, combined with the new **Local Plan**, will plan and prioritise improvements to the network of green spaces within the borough.

Christchurch Community Partnership is a growing network of statutory, business and voluntary organisations and individuals. Its role is to provide a framework for enhancing the quality of life of communities within Christchurch. The Community Plan outlines specific projects that will improve the borough in each of the following seven themes: Culture, Learning & Lifestyle, Generations, Health & Care, High Quality Environment, Increased Prosperity, Travel & Access and Community Safety.

Everyday work practices

Health and safety, sustainability and equalities policies influence all council work including special projects, management and maintenance regimes at Mudeford Sandbank.

As a council we have a duty of care to maintain our premises in such a way as to ensure 'a reasonable person' is not put at risk. We achieve this through regular risk assessments and a sound management regime.

Our duty of care is highest for those we licence to use specific areas on the Sandbank. The Beach Hut Regulations and terms of commercial leases take steps to control any risks that have been identified through risk assessments. Risks are regularly assessed

and management practices changed in the light of new legislation and decisions reached in court settlements.

3 How will we get there?

The action plan details projects which will realise the vision and objectives for Mudeford Sandbank. It identifies when, how and who will deliver these projects. The action plan is reviewed annually in line with the council's budget programming so that funds can be appreciated for the coming year's proposals.

Future proposals must work towards achieving the vision and objectives for the Sandbank. Proposals will also be evaluated against the following order of precedence:

- Coast Protection
- Character
- Environment and Ecology
- Use (including tourism, recreational and business use)
- Services and Utilities
- Accessibility

Where two or more potential proposals are in direct conflict with each other their impact on each item in the order of precedence will help determine which projects are added to the action plan. The needs of coastal protection take precedence over matters further down the list.



3.1.1 Monitoring and review

This management plan is a living document which can be updated should priorities or circumstances change. This will allow the plan to evolve in response to changing demands, trends and pressures. We will track progress by:

- Annually reviewing the action plan.
- Reviewing the whole plan every 5 years⁴
- Consulting with stakeholders and the public where appropriate

Amendments may be needed in addition to the regular review to reflect changes in council, national or international policy. These are recorded at the beginning of this document.

⁴ This is in line with CABE Space recommendations for review frequency (CABE Space, *A guide to producing park and green space management plans*, 30 April 2004).

3.2 Action plan

Objective A: To apply appropriate coast protection measures to protect the Sandbank and its unique environment..					
Ref	Action	Resource	Lead	Timescale	Priority
A1	Use appropriate coast protection measures to maintain the current environment at Mudeford Sandbank.	Council budget	Property & Engineering	Annual	HIGH

Objective B: To maintain the peaceful and tranquil character of the Sandbank.					
Ref	Action	Resource	Lead	Timescale	Priority
B1	Maintain and repair all council-owned buildings on the Sandbank.	Council budget	Property & Engineering	On-going	MEDIUM
B2	Assess condition of back-up drainage system.	Council budget	Community & Open Spaces Property & Engineering	2014/15	MEDIUM

Objective C: To maintain and improve the ecology of the Sandbank.

Ref	Action	Resource	Lead	Timescale	Priority
C1	Provide a safe area for birds during each nesting season.	Council budget	Community & Open Spaces	Annual	MEDIUM
C2	Maintain a fenced off area to encourage dune growth, establish native plants and remove alien plant species.	Council budget	Community & Open Spaces	On-going	MEDIUM

Objective D: To provide and maintain basic modern amenities in an environmentally sensitive way that do not impinge upon the character of the Sandbank.

Ref	Action	Resource	Lead	Timescale	Priority
D1	Replace existing train terminal with a new structure which compliments and promotes the surrounding environment.	Not yet identified – grant and/or capital bid will be required.	Community & Open Spaces Bournemouth Countryside Service	2018	LOW
D2	Maintain suitable toilet and showering facilities.	Council budget		On-going	MEDIUM
D3	Maintain the jetty in good order.	Council budget	Community & Open Spaces	On-going	HIGH
D4	Replace pumps and, where necessary, mechanical/electrical control systems at all four pumping stations.	Wessex Water	Wessex Water	2019-2024	HIGH

Objective E: To provide effective on-site management in order to keep the Sandbank safe and enjoyable for all.

<i>Ref</i>	<i>Action</i>	<i>Resource</i>	<i>Lead</i>	<i>Timescale</i>	<i>Priority</i>
E1	Work with Bournemouth Borough Council to ensure dog control orders are uniformly enforceable for the full length of the Sandbank.	Council budget	Legal Services	2014	HIGH
E2	Redraft the Beach Hut Handbook in a simple and easy reference format.	Council budget	Legal Services	2014	HIGH
E3	Review waste disposal (including recycling).	Council budget	Community & Open Spaces	2014/15	MEDIUM
E4	Monitor the bulk waste collection scheme introduced in 2012/13 (Section 1.10.3).	Council budget	Community & Open Spaces	2014/15	HIGH
E5	Carry out work to meet revised EU Bathing Water Directive which comes into force on 31 December 2014.	Council budget	Community & Open Spaces	December 2014	HIGH
E6	Introduce online administration for beach hut licencing.	Council budget	Property & Engineering Community & Open Spaces	2015/16	MEDIUM

Objective F: To balance the needs of various uses of the Sandbank to ensure the site is sustainably managed and enjoyable for all.

Ref	Action	Resource	Lead	Timescale	Priority
F1	Set up regular meetings with key users and stakeholders of the Sandbank.	Council budget	Community & Open Spaces	March 2014	MEDIUM
F2	Gather the views of hut owners and other visitors on various aspects of the Sandbank. Use this information to inform future decision making at the Sandbank.	Council budget	Community & Open Spaces	2015	MEDIUM

Objective G: To ensure the Sandbank's assets are fulfilling their potential, both for the community and as generators of income.

Ref	Action	Resource	Lead	Timescale	Priority
G1	Review arrangement for the Land train service.	Council budget	Community & Open Spaces Relevant BBC department	2016	MEDIUM
G2	Look for ways to make greater financial return from the Sandbank's assets whilst maintaining the area's character.	Council budget	Community & Open Spaces Growth & Economy Service Area	On-going	HIGH

4 Bibliography

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<http://www.dorsetforyou.com/christchurchbyelaws>

Christchurch Active Living Strategy, Christchurch Borough Council, adopted 2006
<http://www.dorsetforyou.com/387517>

Christchurch Active Travel Map, Christchurch Borough Council, September 2011
<http://www.dorsetforyou.com/activetravelmaps>

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<http://www.dorsetforyou.com/coastalpollution>

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<http://www.dorsetforyou.com/411881>

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<http://www.dorsetforyou.com/389080>

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<http://www.dorsetforyou.com/ldf/christchurch>

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<http://www.dorsetforyou.com/travel-dorset/roads-and-driving/road-information/road-and-transport-improvement-schemes/local-transport-plan-3>

National Planning Policy Framework, Department for Communities and Local Government, March 2012.

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<http://bournemouth.gov.uk/PlanningBuildings/Planning/Policy/Local-Plan/LocalPlanDocuments.aspx>

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<http://www.twobays.net/>

Sustainable Communities Act 2007, February 2008

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Use of Open Spaces Policy Document, Christchurch Borough Council, November 1997

<http://www.dorsetforyou.com/christchurchopenspaces>

4.2 Organisations

Christchurch Community Partnership

<http://www.christchurchcommunitypartnership.org.uk/>

GreenSpace Southwest

<http://www.green-space.org.uk/southwest/>

5 Acronyms

DEFRA	Department for Environment, Food and Rural Affairs
EA	Environment Agency
FCERM	Flood and Coastal Erosion Risk Management
LDF	Local Development Framework
LNR	Local Nature Reserve
MSMP	Mudford Sandbank Management Plan
PIR	Passive Infra-Red Detector
RNLI	Royal National Lifeboat Institution
SNCI	Site of Nature Conservation Interest
SSSI	Site of Special Scientific Interest
UBLC	Unique Beach Location Code

6 Appendix

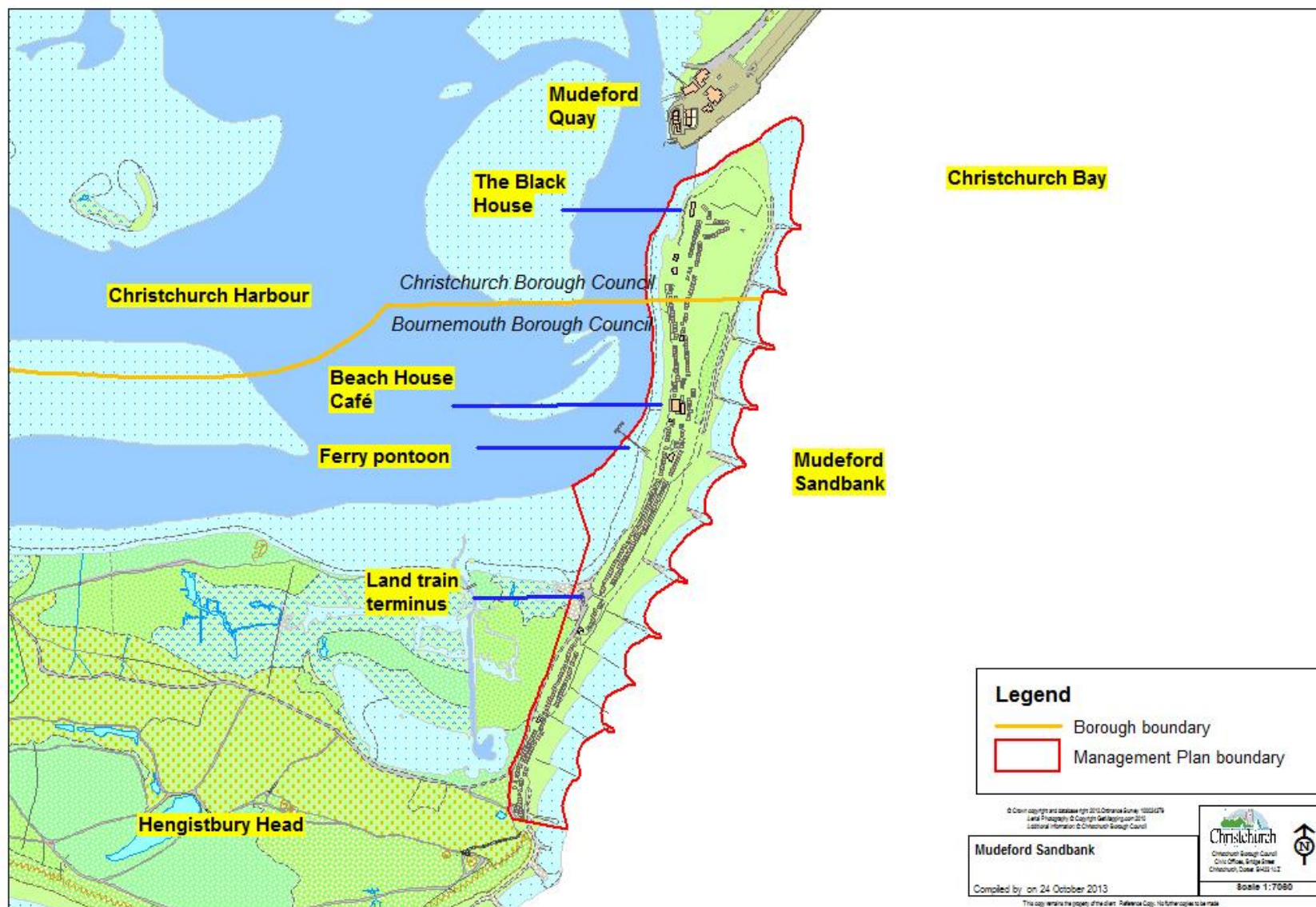


Figure 1: Extent of Mudeford Sandbank Management Plan area

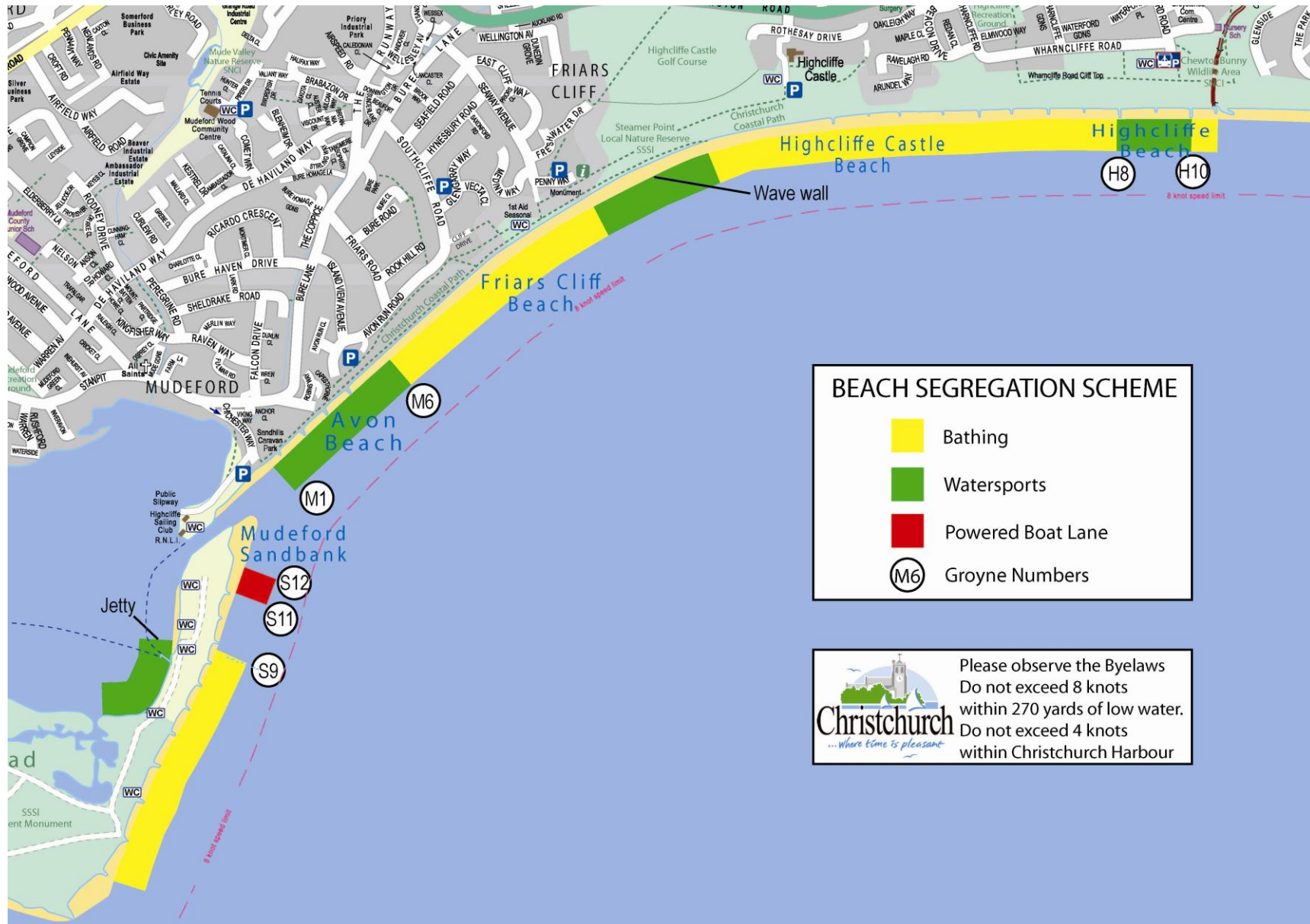
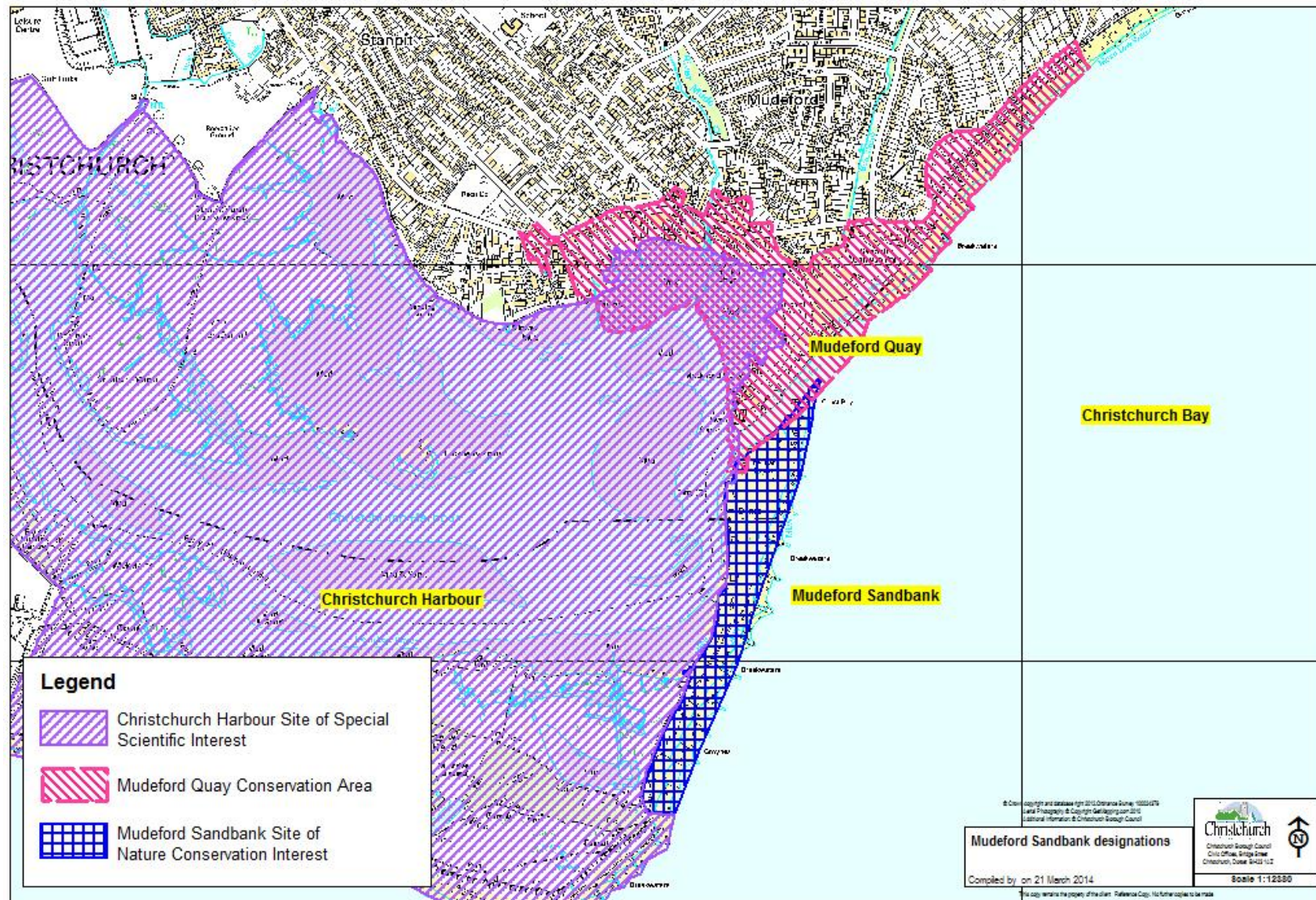


Figure 2: Beach Segregation Scheme.
(Adopted at Christchurch Borough Council Amenities Committee 1985)

Figure 3: Nature and conservation designations at Mudeford Sandbank



DATED 23rd October 2015

**THE BOROUGH COUNCIL OF
CHRISTCHURCH**

and

BEACH HOUSE (MUDEFORD) LIMITED

and

MACEMADE LIMITED

UNDERLEASE

of

The Beach House, Mudeford Sandbank,
Bournemouth Dorset

Sophia Nartey
Solicitor
Legal Services Manager
Christchurch Borough Council

Ref: SB/CBC 000003

Deed Pkt:

LR1. Date of lease

23 October 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered.

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

Landlord

THE BOROUGH COUNCIL OF CHRISTCHURCH
of Civic Offices Bridge Street Christchurch Dorset
BH23 1AZ

Tenant

BEACH HOUSE (MUDEFORD) LIMITED
(Company Registration Number: 08345849) whose
registered office is situate at Midland House, 2 Poole
Road, Bournemouth, Dorset, BH2 5QY

Guarantor

MACEMADE LIMITED (Company Registration
Number: 03479536) whose registered office is situate
at Midland House, 2 Poole Road, Bournemouth,
Dorset, BH2 5QY

LR4. Property

**In the case of a conflict between this clause and the
remainder of this lease then, for the purposes of
registration, this clause shall prevail.**

Clause 1.1.18

LR5. Prescribed statements etc.

***LR5.1 Statements prescribed under rules 179
(dispositions in favour of a charity), 180 (dispositions
by a charity) or 196 (leases under the Leasehold
Reform, Housing and Urban Development Act 1993)
of the Land Registration Rules 2003.***

None

***LR5.2 This lease is made under, or by reference to,
provisions of:***

Leasehold Reform Act 1967

Housing Act 1985

Housing Act 1988

Housing Act 1996

LR6. Term for which the Property is leased	The term as specified in this lease at clause 1.1.6
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	Clause 5.2
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property Schedule 1 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Schedule 2
LR12. Estate rentcharge burdening the Property	N/A
LR13. Application for standard form of restriction	N/A
LR14. Declaration of trust where there is more than one person comprising the Tenant	N/A

THIS UNDERLEASE is made the 23rd day of October 2015

BETWEEN:-

- (1) **THE BOROUGH COUNCIL OF CHRISTCHURCH** of Civic Offices, Bridge Street, Christchurch, Dorset, BH23 1AZ ("**the Council**" referred to in Clause LR3 as the Landlord),
- (2) **BEACH HOUSE (MUDEFORD) LIMITED** (Company Registration Number: 08345849) whose registered office is situate at Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY ("**the Tenant**") and
- (3) **MACEMADE LIMITED** (Company Registration Number: 03479536) whose registered office is situate at Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY

NOW THIS DEED WITNESSES as follows:-

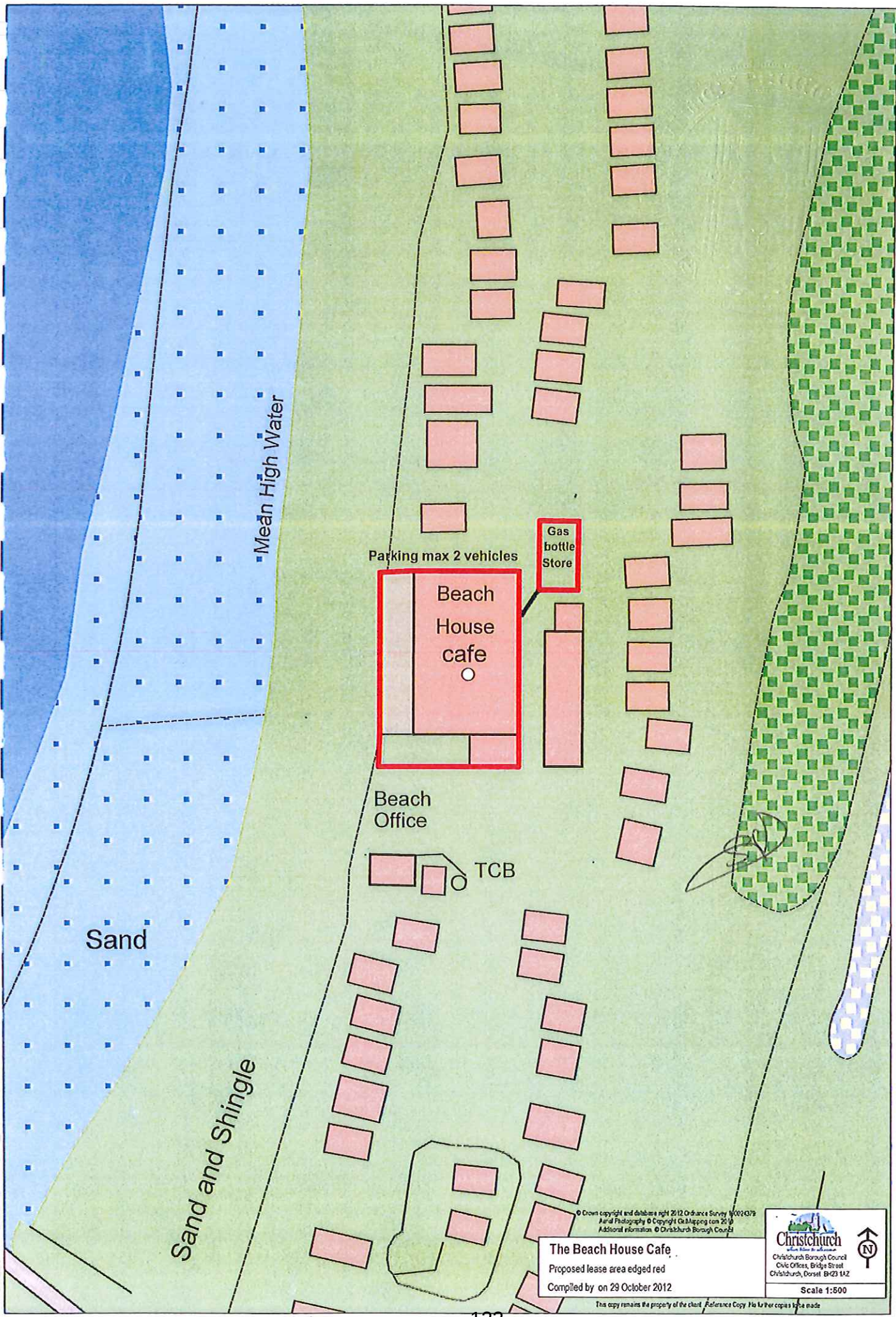
1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For all purposes of this Underlease the terms defined in this Clause have the meanings specified.

- 1.1.1 "**the Adjoining Property**" means each and every part of the land neighbouring or adjoining the Premises comprised in the Headlease.
- 1.1.2 "**Beach Huts**" means the beach huts sited on Mudeford Sandbank.
- 1.1.3 "**CDM Regulations**" means the Construction (Design and Management) Regulations 2007.
- 1.1.4 "**Commercial Waste Bins**" means the bins referred to in Paragraph 7 of Schedule 1.

- 1.1.5 **"Conduits"** means pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission, communication or reception systems, channels, flues and all other conducting media (including any fixings, louvers, cowls, covers and any other ancillary apparatus).
- 1.1.6 **"Contractual Term"** means the period from and including the First day of January 2013 until the Twenty Third day of March 2029.
- 1.1.7 **"the Council"** includes the person or persons from time to time entitled to possession of the Premises when this Underlease comes to an end.
- 1.1.8 **"Fire Safety Regulations"** means the Regulatory Reform (Fire Safety) Order 2005.
- 1.1.9 **"the Guarantor"** includes not only the person named above as the Guarantor, but also any person who enters into covenants with the Council pursuant to Clause 4.35.
- 1.1.10 **"the Headlease"** means a Lease dated the Ninth day of October 1931 and made between (1) The Mayor Aldermen and Burgesses of the Borough of Bournemouth and (2) The Mayor Aldermen and Burgesses of the Borough of Christchurch under which the Council holds the Premises (together with the Adjoining Property) as successors in title to The Mayor Aldermen and Burgesses of the Borough of Christchurch by virtue of the provisions of the Local Government Act 1972



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Aerial Photography © Copyright GeoMapping.com 2010
Additional information © Christchurch Borough Council

The Beach House Cafe
Proposed lease area edged red
Compiled by on 29 October 2012

Christchurch
where time is welcome
Christchurch Borough Council
 Civic Offices, Bridge Street
 Christchurch, Dorset BH23 1AZ
Scale 1:500

This copy remains the property of the client. Reference Copy No further copies to be made

- 1.1.11 **"include"** **"includes"** and **"including"** are deemed to be followed by the words **"without limitation"**.
- 1.1.12 **"Insurance Rent"** means the sums that the Council from time to time pays by way of premium for insuring the Premises during the Term, including insuring for loss of rent, in accordance with its obligations contained in this Lease;
- 1.1.13 **"Insured Risks"** means the risks of loss or damage by fire, storm, tempest earthquake, lightning, explosion, riot, civil commotion, malicious damage, terrorism and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes and tanks and such other risks as the Council acting reasonably from time to time decides to insure against and which is available at reasonable rates.
- 1.1.14 **"losses"** means any liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.1.15 **"Mudeford Sandbank"** means the Mudeford Sandbank, Christchurch/Bournemouth, Dorset
- 1.1.16 **"Plan"** means the plan annexed to this Underlease.
- 1.1.17 **"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation

Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of Clause 1.2.9.

1.1.18 **"Premises"** means ALL THAT piece or parcel of land situate at Mudeford Sandbank shown edged red on the Plan, together with the building erected thereon known as The Beach House, Hengistbury Head, Bournemouth, Dorset, BH6 4EW and includes:-

1.1.18.1 all buildings, erections, structures, fixtures, fittings and appurtenances on the Premises from time to time,

1.1.18.2 all additions, alterations and improvements carried out during the Term and

1.1.18.3 the Conduits serving solely the Premises.

Unless the contrary is expressly stated "the Premises" includes any part or parts of the Premises.

1.1.19 **"Premises Licence"** means the premises licence for the Premises issued under the Licensing Act 2003 for the use of the Premises for the sale of alcohol for consumption either on or off the Premises.

1.1.20 **"Rent"** means the rent reserved by this Underlease.

1.1.21 **"Roads"** means the roads from time to time available within the Adjoining Property and serving the Premises.

1.1.22 **"Superior Landlord"** means The Borough Council of Bournemouth which expression includes its successors in title.

1.1.23 **"the Tenant"** includes any person who is for the time being bound by the tenant covenants of this Underlease.

1.1.24 **"The Term"** means the Contractual Term and any period of holding over or extension or continuance of the Contractual Term by statute or common law.

1.1.25 **"VAT"** means value added tax or any other tax of a similar nature that may be substituted for it or levied in addition to it and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 Interpretation

1.2.1 **Clauses, Paragraphs and Schedules**

Any reference in this Underlease to a Clause, Paragraph or Schedule without further designation is to be construed as a reference to the Clause, Paragraph or Schedule of this Underlease so numbered.

1.2.2 **Consent and Approval**

References to a requirement for the consent or approval of the Council or words to similar effect in this Underlease mean the prior written consent or approval of the Council as landlord.

1.2.3 **Calculation of Periods of Time**

Unless expressly stated to the contrary any reference in this Underlease to a period of time by reference to hours, days or months is deemed to be an inclusive period.

1.2.4 **Gender and Number**

Wherever the context admits in this Underlease, words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons

shall be interpreted as extending to a corporate body or a partnership and vice versa.

1.2.5 Headings

The Clause, Paragraph and Schedule headings do not form part of this Underlease and are not to be taken into account in its construction or interpretation.

1.2.6 Joint and Several Liability

Where any party to this Underlease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.2.7 Obligation not to permit or suffer

Any covenant by the Tenant not to do anything includes an obligation to use best endeavours not to permit or suffer that thing to be done by another person where the Tenant is aware that thing is being done.

1.2.8 Rights of Access

References to any right of the Council to have access to the Premises are to be construed as extending to all persons authorised in writing by the Council including its officers, agents, professional advisers, contractors, workmen and others.

1.2.9 Statutes

Unless expressly stated to the contrary any references to a specific statute includes any statutory extension or modification, amendment

or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

2. DEMISE

In consideration of the Rent and the Tenant's covenants contained in this Underlease the Council HEREBY DEMISES the Premises to the Tenant TOGETHER WITH (so far as the Council can lawfully grant the same) the rights specified in Schedule 1 but EXCEPTING AND RESERVING to the Council and all persons entitled thereto the rights specified in Schedule 2 TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING to the Council:-

- 2.1 For the first three years of the Term the yearly rent of [REDACTED]
[REDACTED]
- 2.2 For the next three year period of the Term and for each successive period of years thereafter until the Thirty First day of December 2027 and for the period from the First day of January 2028 until the expiration of the Contractual Term the yearly rent ascertained in accordance with Schedule 3.
- 2.3 By way of further rent, the Insurance Rent, payable on demand in accordance with Clause 4.1.2

3. RENT PAYMENT DATES

The Rent is to be paid, without any deduction or set off, by equal monthly payments in advance on the First day of each month in every year and

proportionately for any period of less than a year, the first such payment to be paid on the date of this Underlease.

4. THE TENANT'S COVENANTS

The Tenant covenants with the Council to observe and perform the requirements of this Clause 4.

4.1 Payment of the Rent

The Tenant must pay:-

- 4.1.1 the Rent on the days and in the manner set out in this Underlease and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off and
- 4.1.2 the Insurance Rent for the period starting on the date hereof and ending on the day before the next policy renewal date on the date of this Lease and subsequently to pay the Insurance Rent on demand.

4.2 Outgoings and VAT

The Tenant must pay and must indemnify the Council against:-

- 4.2.1 All rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or on the owner or occupier of them ;
- 4.2.2 All VAT that may from time to time be charged on the Rent or other sums payable by the Tenant under this Underlease; and
- 4.2.3 All VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which the Tenant is required to indemnify the Council under the terms of this Underlease.

4.3 Services

The Tenant must pay to the suppliers and indemnify the Council against all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the Premises (including meter rents and standing charges) and must comply with the lawful requirements and regulations of their respective suppliers.

4.4 User

4.4.1 The Tenant must use the Premises only for the business or businesses of:-

4.4.1.1 a shop for the sale of ice-cream, refreshments, groceries, newspapers, bread, milk, alcohol of all descriptions (for consumption off the Premises), calor gas cylinders and any other commodities reasonably required by the occupiers of the Beach Huts and other premises at Mudeford Sandbank and

4.4.1.2 a restaurant and café with a Premises Licence authorising the sale by retail of alcohol of all descriptions for consumption on or off the Premises.

4.4.2 The Tenant must use the internal toilets forming part of the Premises (and must allow and permit the same to be used) as customers' and staff toilet.

4.4.3 The Tenant must only use the store forming part of the Premises and marked on the Plan as a "Gas bottle Store" for the purpose of storing

calor gas cylinders ancillary to the business referred to in Clause 4.4.1.

4.5 Opening Hours

The Tenant must trade actively throughout the Term and except with the prior consent of the Council must keep the Premises open for business at least during the times specified in this Clause as follows:-

- 4.5.1 during the months of April, May, June and September in every year during the normal trading hours for the Christchurch area;
- 4.5.2 during the months of July and August in every year during the hours from 9am to 7pm each day and
- 4.5.3 during the remaining months of every year at such times as the Tenant may in its discretion decide in order to serve the needs of the Beach Hut licensees, the other owners and occupiers of Mudeford Sandbank and visitors to Mudeford Sandbank.

4.6 Goodwill

- 4.6.1 The Tenant must at all times keep the Premises well stocked (including ensuring that at all times the Premises is well stocked with bread, milk, newspapers and other essential goods).
- 4.6.2 The Tenant must not by charging unreasonably high prices or otherwise do anything likely to injure the connection or goodwill of the business or businesses carried on or to be carried out on the Premises.

4.7 Repair and Decoration

- 4.7.1 The Tenant must repair the Premises and keep them in good and tenantable repair and condition.
- 4.7.2 The Tenant must ensure that all works of maintenance and repair to any electrical apparatus are carried out only by NICEIC, ECA or other suitably qualified electrical contractors and to any gas apparatus are carried out only by gas engineers who are registered on the Gas Safe Register.
- 4.7.3 The Tenant must redecorate the exterior of the buildings forming part of the Premises in every third year of the Term and must redecorate the interior of the buildings forming part of the Premises in every seventh year and in the last year of the Term in a proper and workmanlike manner in colours to the reasonable satisfaction of the Council.

4.8 Cleaning and Litter

- 4.8.1 The Tenant must at all times keep the Premises in a clean and tidy condition.
- 4.8.2 Without prejudice to Clause 4.8.1 the Tenant must ensure at its own expense that all waste, rubbish and refuse is properly stored in the Commercial Waste Bins and is regularly collected and disposed of to the satisfaction of the Council (and where practicable but subject to such service being offered at a reasonably competitive commercial rate to arrange for the Tenant's commercial waste to be collected by the same operator and at the same time as the Council's refuse is collected from Mudeford Sandbank).

4.8.3 The Tenant must not deposit any waste, rubbish or refuse from the Premises in the public waste bins.

4.8.4 The Tenant must not drop or deposit litter on the Adjoining Property and must remove any litter so dropped or deposited.

4.9 Fire Safety

4.9.1 The Tenant must comply with the requirements of and the duties imposed by the Fire Safety Regulations as to fire safety at the Premises. In particular the Tenant must keep the Premises supplied with such fire fighting equipment as is necessary to comply with the Fire Safety Regulations and as the insurers may require and maintain the equipment to their satisfaction and in efficient working order and cause any fire fighting equipment to be inspected by a competent person at least once in every six months.

4.9.2 The Tenant must not obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door whilst the Premises are occupied.

4.10 Alterations and Additions

4.10.1 The Tenant must not make any alterations, additions or improvements to the Premises (including erecting any new buildings or other structures on the Premises), without the previous consent of the Council.

4.10.2 Without prejudice to Clause 4.10.1 the Tenant must not install any new exterior security equipment (including CCTV equipment, audible alarm boxes, strobe boxes or movement sensitive lighting) without

the previous consent in writing of the Council (which shall not be unreasonably withheld or delayed).

- 4.10.3 The Tenant must not make any connection with the Conduits that serve the Premises except in accordance with plans and specifications approved by the Council and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

4.11 Drainage

- 4.11.1 The Tenant must ensure that the Premises are adequately drained to the satisfaction of the local drainage undertaker or any other competent authority from time to time having jurisdiction in this respect.
- 4.11.2 The Tenant must not use any discharge pipe into Christchurch Harbour now existing.
- 4.11.3 Without prejudice to Clause 4.11.2 the Tenant must not discharge any waste water or rainwater from the Premises into Christchurch Harbour.

4.12 Aerials, Signs and Advertisements

- 4.12.1 The Tenant must not erect any pole or mast or install any wire or cable on the Premises, whether in connection with radio, television, telecommunications or otherwise.
- 4.12.2 The Tenant must not without the Council's consent and if necessary the consent of the Superior Landlord fix to or exhibit on the outside of the Premises or fix to or exhibit through any window of the Premises

or display anywhere on other land forming part of or surrounding the Premises any placard, sign, notice, fascia board or advertisement.

4.13 Statutory Obligations

4.13.1 The Tenant must comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or the trade or business or use for the time being carried on there and in particular including any such statutes, obligations or byelaws relating to the preparation, storage and sale of food.

4.13.2 Without prejudice to the generality of Clause 4.13.1 the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put that are required in order to comply with the requirements of any statute already or in the future to be passed or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether the requirements are imposed on the owner, the occupier or any other person.

4.13.3 Without prejudice to the generality of Clause 4.13.1 the Tenant must not do in on or near the Premises anything by reason of which the Council may incur any losses under any statute.

4.13.4 Without prejudice to the generality of Clause 4.13.1, the Tenant must comply with the provisions of the CDM Regulations, must be the only client as defined in the provisions of the CDM Regulations, must fulfil

in relation to all and any works all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations.

4.13.5 At the end of the Term the Tenant must forthwith deliver to the Council any and all health and safety files relating to the Premises required to be maintained under the CDM Regulations.

4.14 Entry to inspect and notice to repair

4.14.1 The Tenant must permit the Council on reasonable notice at all reasonable times except in emergency:-

4.14.1.1 to enter the Premises to ascertain whether or not the covenants and conditions of this Underlease have been observed and performed and for inspecting the arrangements made for the preparation, storage and sale of food, and

4.14.1.2 to view the state of repair and condition of the Premises and to open up floors and other parts of the Premises where that is necessary in order to do so provided that any opening up must be made good by and at the cost of the Council if it reveals no breach of the Underlease and

4.14.1.3 to give to the Tenant or leave on the Premises a notice ("the notice to repair") specifying the works required to

remedy any breach of the Tenant's obligations in this Underlease as to the repair and condition of the Premises.

4.14.2 The Tenant must carry out the works specified in the notice to repair within the time period specified in the notice to repair (including making good any opening up that revealed a breach of the terms of this Underlease).

4.14.3 If within the period specified in the notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it or fails to finish the work within the period specified in the notice to repair, then the Tenant must permit the Council to enter the Premises to execute the outstanding work and must within twenty one days of a written demand pay to the Council the cost of so doing and all expenses incurred by the Council, including legal costs and surveyor's fees.

4.15 Alienation

4.15.1 Subject to Clauses 4.15.2 and 4.15.3 the Tenant must not assign sublet or part with the possession of the whole or any part of the Premises without the consent of the Council whose consent may not be unreasonably withheld or delayed, such consent to be given by formal deed of licence only.

4.15.2 If any of the following circumstances (which are specified for the purposes of Section 19(1)(A) of the Landlord and Tenant Act 1927) applies either at the date when application for consent to assign is made to the Council, or after that date but before the Council's

consent is given, the Council may withhold its consent and if, after the Council's consent has been given but before the assignment has taken place, any such circumstances apply, the Council may revoke its consent, whether its consent is expressly subject to a condition as referred to in Clause 4.15.3 or not. The circumstances are:-

4.15.2.1 that any sum due from the Tenant under this Underlease remains unpaid;

4.15.2.2 that in the Council's reasonable opinion the assignee is not a person who is likely to be able to comply with the tenant covenants of this Underlease and to continue to be able to comply with them following the assignment; and

4.15.2.3 that the assignee or any guarantor for the assignee (other than any guarantor under an authorised guarantee agreement) is a corporation registered or otherwise resident in a jurisdiction in which the order of a court obtained in England and Wales will not necessarily be enforced against the assignee or guarantor without any consideration of the merits of the case.

4.15.3 The Council may impose any or all of the following conditions (which are specified for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) on giving any consent for an assignment by the Tenant and any such consent is to be treated as being subject to each of the following conditions:-

- 4.15.3.1 A condition that on or before any assignment and before giving occupation to the assignee, the Tenant requesting consent to assign, together with any former tenant who by virtue of Section 11 of the Landlord and Tenant (Covenants) Act 1995 was not released on an earlier assignment of this Underlease, must enter into an authorised guarantee agreement in favour of the Council in the terms set out in Schedule 4.
- 4.15.3.2 A condition that if reasonably so required by the Council on an assignment to a limited company, the assignee must ensure that at least two directors of the company, or some other guarantor or guarantors reasonably acceptable to the Council, enter into direct covenants with the Council to guarantee the performance and observance of the tenant covenants and all other provisions of this Underlease during the residue of the Term.
- 4.15.3.3 A condition that on or before any assignment the Tenant making the request for consent to assign must give to the Council a copy of any health and safety file required to be maintained under the CDM Regulations containing full details of all works undertaken to the Premises by that Tenant.
- 4.15.3.4 A condition that if at any time before the assignment the circumstances specified in Clause 4.15.2 or any of them

apply the Council may revoke the consent by written notice to the Tenant.

4.15.4 Every permitted sublease must contain provisions:-

4.15.4.1 prohibiting the subtenant from doing or allowing anything in relation to the sublease premises inconsistent with or in breach of the provisions of this Underlease;

4.15.4.2 for re-entry by the sublandlord on breach of any covenant by the subtenant;

4.15.4.3 imposing an absolute prohibition against all dealings with the sublease premises other than assignment of the whole;

4.15.4.4 prohibiting assignment of the whole of the sublease premises without the consent of the Council under this Underlease;

4.15.4.5 prohibiting the subtenant from holding on trust for another or permitting another to share or occupy the whole or any part of the sublease premises; and

4.15.4.6 imposing in relation to any permitted assignment the same obligations for registration with the Council as are contained in this Underlease in relation to dispositions by the Tenant.

4.15.5 Within one month of any assignment, sublease, charge or any transmission or other devolution relating to the Premises, the Tenant

must produce a certified copy of any relevant document for registration with the Council.

4.16 Nuisance and Restrictions

- 4.16.1 The Tenant must not do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the Council or its tenants or the owners or occupiers of any adjoining or neighbouring premises (including the Beach Huts) or other persons lawfully using Mudeford Sandbank.
- 4.16.2 The Tenant must not use the Premises for residential purposes.
- 4.16.3 The Tenant must not permit any touting in connection with the use of the Premises or the sale of any commodities.
- 4.16.4 In exercising the rights granted by Paragraph 4 of Schedule 1 the Tenant must not use any motorised vehicle to deliver calor gas cylinders to any Beach Hut at Mudeford Sandbank and for the avoidance of doubt such delivery may only be made by using a hand pulled cart or trolley.
- 4.16.5 The Tenant must not use or keep or permit to be used or kept in the Premises any generator or other mechanical device for the generation of electricity.
- 4.16.6 The Tenant must not take into or store on or in the Premises any motor fuel or lubricating oil.
- 4.16.7 Except as permitted in accordance with the rights granted by this Underlease, the Tenant must not permit any vehicles driven by or

belonging to the Tenant or the Tenant's staff or any person or persons visiting the Premises to stand or park on any part of the Adjoining Property.

4.16.8 The Tenant must not do anything to interfere with the lawful use of any part of Mudeford Sandbank.

4.16.9 The Tenant must comply with the Council's management plan for Mudeford Sandbank so far as the same affects the Premises (and as may from time to time be amended or varied by the Council and notified to the Tenant in writing) provided always that the obligations imposed on the Tenant in the Council's management plan for the time being shall not impose on the Tenant any more onerous obligations than are expressly set-out in this Underlease and in the event of discrepancy or inconsistency between the provisions of the said management plan and the obligations of the Tenant under this Underlease the obligations expressly set-out in this Underlease shall take precedence.

4.17 Insurance of Contents

The Tenant must insure and keep insured the contents of the Premises at its own expense.

4.18 Third Party Liability Insurance

The Tenant must effect and throughout the Term keep in force a policy of insurance with a reputable insurance company (approved in writing by the Council) to cover all claims arising from the use of the Premises or the exercise of any of the rights granted by this Underlease in the amount of not

less than Five Million Pounds (or such other sum as may from time to time be reasonably required by the Council and notified in writing to the Tenant by the Council) in respect of any one claim for bodily injury or disease or damage to property and must make available to the Council on demand a copy of the policy or a summary of its terms and reasonable evidence that the premium has been paid.

4.19 Other Insurance Obligations

4.19.1 The Tenant must observe the conditions of any insurance policy effected in accordance with this Underlease and must comply with all reasonable requirements and recommendations of the insurers advised to it in writing and must not do or omit to do anything that could cause any insurance policy effected in accordance with this Underlease to become wholly or partly invalidated.

4.19.2 The Tenant must as soon as practicable give notice to the Council of anything that might affect any insurance policy effected in accordance with this Underlease and of any destruction of or damage to the Premises whether or not caused by one or more of the Insured Risks.

4.19.3 If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not effected or maintained in pursuance of any obligation contained in this Underlease the Tenant must apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received.

4.19.4 The Tenant must effect and throughout the Term keep in force a policy of insurance sufficient to cover all claims for the contents of the Premises.

4.20 Costs of applications notices and recovery of arrears

The Tenant must pay to the Council on an indemnity basis all costs, fees, charges, disbursements and expenses (including those payable to counsel, solicitors, surveyors and bailiffs) properly and reasonably incurred by the Council in relation to or incidental to:-

4.20.1 every application made by the Tenant for a consent or licence required by the provisions of this Underlease, whether it is granted, refused or offered subject to any lawful qualification or condition or the application is withdrawn unless such refusal, qualification or condition is unlawful whether because it is unreasonable or otherwise;

4.20.2 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or the contemplation or taking of proceedings under Section 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court;

4.20.3 the recovery or attempted recovery of any sums due under this Underlease; and

4.20.4 the preparation and service of Schedules of dilapidations.

4.21 Planning and Development

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify and

keep the Council indemnified (both during the Term and following the end of it) against all losses in respect of any contravention of those Acts.

4.22 Plans Documents and Information

4.22.1 If so requested, the Tenant must produce to the Council any plans, documents and other evidence the Council reasonably requires in order to satisfy itself that the provisions of this Underlease have been complied with.

4.22.2 If so requested, the Tenant must produce to the Council or any person acting as the third party determining the Rent in default of agreement between the Council and the Tenant under any provisions for rent review contained in this Underlease any information reasonably requested in writing in relation to any pending or intended step under the Landlord and Tenant Act 1954 or the implementation of any provisions for rent review.

4.23 Indemnity

The Tenant must indemnify and keep the Council indemnified against all losses arising out of the use of the Premises and against any liability arising by virtue of the Tenant's failure to observe and perform the covenants, conditions and other terms herein contained and on the Tenant's part to be observed or performed.

4.24 Statutory Notices

The Tenant must give full particulars to the Council of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or

court within seven days of receipt and if so requested by the Council must produce it to the Council. The Tenant must without delay take all necessary steps to comply with the notice, direction or order.

4.25 Compliance with Headlease

The Tenant must not do or omit to do in relation to the Premises anything which would or might cause the Council to be in breach of the Headlease (or which if done, omitted, suffered or permitted by the Council would or might constitute a breach of the covenants on the part of the lessee and the conditions contained in the Headlease) .

4.26 Reletting Boards and Viewing

Unless a valid court application under the Landlord and Tenant Act 1954 has been made or the Tenant is otherwise entitled to remain in occupation or to a new tenancy of the Premises at any time during the last six months of the Contractual Term and at any time thereafter the Tenant must permit the Council to enter the Premises and fix and retain anywhere on them a board advertising them for reletting. While any such board is on the Premises the Tenant must permit viewing of the Premises at reasonable times of the day.

4.27 Vehicular Movements

At the Tenant's own expense to use all reasonable endeavours to reduce vehicular movements over and along the Roads in accordance with the proviso in Paragraph 4 of Schedule 1 AND with the object of ensuring that the limits referred to therein shall not be exceeded to maintain records as to the number of vehicular movements over and along the Roads such records to be in such a form as the Council may agree with the Tenant (such agreement not to be

unreasonably withheld or delayed) and to allow the Council to inspect any such records upon request from time to time.

4.28 Asbestos

4.28.1 The Tenant must supply the Council with an assessment report, and survey into the presence of asbestos at the Premises.

4.28.2 Without prejudice to the generality of Clause 4.13.1 the Tenant must comply with the provisions of any statute relating to the inspection and management of asbestos at the Premises (including fulfilling the obligations of a dutyholder for the purposes of the Control of Asbestos at Work Regulations 2006).

4.29 Electrical Equipment Safety Test

The Tenant must have all electrical equipment on the Premises (including all appliances) safety checked annually during the Term and must supply a copy of the test certificates to the Council and must repair or replace any such equipment as necessary as a result of such checks.

4.30 Licensing

The Tenant must:

4.30.1 do all such things and acts as are requisite to obtain and preserve the Premises Licence;

4.30.2 not surrender or agree to surrender the Premises Licence nor do anything which might cause the Premises Licence to be revoked;

- 4.30.3 on the expiration or sooner determination of the Term (at the Tenant's own expense) consent to the transfer of the Premises Licence;
- 4.30.4 pay all fees in respect of any application or notice under Part 3 of the Licensing Act 2003 and all annual fees in respect of the Premises Licence; and
- 4.30.5 indemnify and keep the Council indemnified in respect of any loss, damage or expense suffered by the Council as a result of:
 - 4.30.5.1 the commission of any offence under the Licensing Act 2003;
 - 4.30.5.2 any failure to comply with the conditions to which the Premises Licence is subject; and
 - 4.30.5.3 any steps taken on any determination of an application for a review of the Premises Licence which is a consequence of any act or omission by the Tenant or the designated premises supervisor (as that term is defined in the Licensing Act 2003).

4.31 Exercise of the Council's Rights

The Tenant must permit the Council to exercise any of the rights granted to it by virtue of the provisions of this Underlease at all times during the Term without interruption or interference.

4.32 Yielding Up

At the end of the Term, the Tenant must yield up the Premises with vacant possession, decorated and repaired in accordance with and in the condition

required by the provisions of this Underlease and give up all keys of the Premises.

4.33 Interest on Arrears

The Tenant must pay to the Council interest on any of the Underlease rents or other sums due under this Underlease that are not paid within fourteen days of the date due, whether formally demanded or not, from the date when they were due to the date of payment at the rate of four per centum per annum above the base lending rate from time to time of Lloyds Bank plc (or such other bank that is a member of the British Banks Association (or its successor) as the Council from time to time nominates in writing), such interest to be recoverable as rent. Nothing in this Clause entitles the Tenant to withhold or delay any payment of the Rent or any other sum due under this Underlease or affects the Council's rights in relation to any non-payment.

4.34 Energy Certificates

4.34.1 The Tenant must produce to the Council a copy of any Energy Performance Certificate or Display Energy Certificate prepared pursuant to the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 within twenty one days of its receipt.

4.34.2 The Tenant must produce any information reasonably requested in writing and co-operate with the Council and any person authorised by the Council to enable the Council to comply with any duty imposed on the Council under the Energy Performance of Buildings

(Certificates and Inspections) (England and Wales) Regulations 2007.

4.35 Replacement Guarantor

In the case of an individual, in the event of the death of the Guarantor or of the Guarantor becoming bankrupt or having a receiving order made against him or having a deputy appointed under the Mental Capacity Act 2005 or entering into a voluntary arrangement and, in the case of a company, in the event of the Guarantor passing a resolution to wind up, entering into liquidation, a voluntary arrangement or administration or having a receiver appointed, the Tenant must give notice of this event to the Council within fourteen days of becoming aware of it. If so required by the Council, the Tenant must within twenty eight days obtain some other person or entity reasonably acceptable to the Council to execute a guarantee in the form of the Guarantor's covenants in Clause 6 for the residue of the Guarantee Period specified in Clause 6.

5. THE COUNCIL'S COVENANTS

The Council hereby covenants with the Tenant to observe and perform the requirements of this Clause 5.

5.1 Quiet Enjoyment

The Council must permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Council or any person rightfully claiming under or in trust for the Council.

5.2 Trading Concession

The Council must not during the Term carry on or allow to be carried on the business or businesses referred to in Clause 4.4.1 or any branch of it on any

part of the Adjoining Property and if at any time during the Term the Adjoining Property shall be assigned, sub-leased or otherwise disposed of by the Council or become vested by the Council in any other person, this covenant shall bind every other such person and shall be enforceable by the Tenant against all persons hereafter claiming any interest or estate in any part of the Adjoining Property.

5.3 Headlease

The Council must pay the rents reserved by the Headlease and must perform (so far as the Tenant is not liable for such performance under the terms of this Underlease) the covenants and conditions on the part of the lessee contained in the Headlease and must indemnify the Tenant and keep the Tenant indemnified against all actions, claims, proceedings, costs, expenses and demands in any way relating to the Headlease.

5.4 Consents under the Headlease to be obtained

The Council must use its best endeavours to obtain at the Tenant's expense the consent of the Superior Landlord whenever the Tenant makes application for any consent required under this Underlease where the consent of both the Council and the Superior Landlord is needed by virtue of this Underlease or the Headlease.

5.5 Insurance of the Premises

5.5.1 The Council will insure and keep insured the Premises against:-

5.5.1.1 damage, loss or destruction by the Insured Risks in an amount equal to the full cost of rebuilding and reinstating the Premises in the event of their damage or destruction

together with VAT and architects, surveyors, engineers and solicitors and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises the cost of preparation of the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses and

5.5.1.2 loss of the Rent payable under this Underlease from time to time (having regard to any review of Rent which may become due under this Underlease) for two years.

5.5.2 The Council must ensure that the interest of the Tenant is noted or endorsed on the insurance policy.

5.5.3 The Council must make all payments necessary to effect and maintain the insurance referred to in this Clause and must produce to the Tenant on demand the policy or policies of such insurance.

5.5.4 If and whenever the Premises or any part of them are damaged or destroyed so that the Premises or any part of them are unfit for occupation or use by one or more of the Insured Risks - except one against which insurance may not ordinarily be arranged with a substantial and reputable insurer for properties such as the Premises unless the Council has in fact insured against that risk, then the provisions of Clause 5.5.5 are to have effect.

5.5.5 In the circumstances mentioned in Clause 5.5.4 then the Rent, or a fair proportion of it according to the nature and the extent of the damage sustained, is to cease to be payable until the Premises, or the affected part, have been rebuilt or reinstated so as to render the Premises, or the affected part, fit for occupation and use, or until the end of 2 years from the destruction or damage, whichever period is the shorter, any dispute as to the proportion of the Rent suspended or the period of the suspension to be determined in accordance with Clause 9.2.

5.5.6 If and whenever during the Term, the Premises or any part of them are destroyed or damaged by one or more of the Insured Risks then:-

5.5.6.1 The Council must use its best endeavours to obtain the planning permissions and other permits and consents ("Permissions") necessary to enable the Premises to be rebuilt and reinstated to its former state or in accordance with plans, elevations and details approved by the local planning authority (subject to the terms of the Headlease), having regard to the statutory provisions, bye-laws and regulations affecting the Premises.

5.5.6.2 As soon as reasonably practicable after all the necessary Permissions have been obtained, the Council must apply all monies received in respect of such insurance in rebuilding or reinstating the Premises so destroyed or damaged and for the avoidance of doubt it is agreed that

in case the monies received from the insurance policy is insufficient for that purpose the Tenant must make up out of its own money the deficiency (including the fees of any architect surveyor or assessor for acting in connection with the claim and any sums in respect of any excesses exclusions or limitations of the insurance policy).

5.5.7 The Council need not rebuild or reinstate the Premises if and for so long as rebuilding or reinstatement is prevented because:-

5.5.7.1 the Council despite using its best endeavours cannot obtain any necessary Permissions;

5.5.7.2 any Permissions are granted subject to a lawful condition with which it is impossible or unreasonable for the Council to comply

5.5.7.3 there is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that renders it impossible or means that it could only be undertaken at a cost that would be unreasonable in all the circumstances;

5.5.7.4 the Council is unable to obtain access to the site to rebuild or reinstate

5.5.7.5 the rebuilding or reinstating is prevented by war act of God or Government action or

5.5.7.6 of the occurrence of any other circumstances beyond the Council's control.

5.5.8 If at the end of a period of two years starting on the date of the damage or destruction the Premises are still not fit for the Tenant's occupation and use, either the Council or the Tenant may by notice served at any time within six months of the end of that period ("a notice to terminate following failure to reinstate") implement the provisions of Clause 5.5.9.

5.5.9 On service of a notice to terminate following failure to reinstate the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to either party against the other and all money received in respect of the insurance effected by the Council pursuant to this Clause is to belong to the Council absolutely.

6. THE GUARANTOR'S COVENANTS

The Guarantor covenants with the Council to observe and perform the requirements of this Clause 6.

6.1 Nature and Duration

The Guarantor's covenants with the Council are given as sole or principal debtor or covenantor with the Council and with all its successors in title without the need for any express assignment and the Guarantor's obligations to the Council will last throughout the period during which Beach House (Mudeford) Limited is bound by the tenant covenants of this Underlease ("the **Guarantee Period**").

6.2 The Covenants

The Tenant must pay the Rent (including any VAT chargeable) punctually and observe and perform the tenant covenants, conditions and other terms of this

Underlease, and if, at any time during the Guarantee Period while the Tenant is bound by the tenant covenants of this Underlease, the Tenant defaults in paying the rents or in observing or performing any of the covenants, conditions or other terms of this Underlease, then the Guarantor must pay the Rent and observe or perform the covenants, conditions or terms in respect of which the Tenant is in default and make good to the Council on demand, and indemnify the Council against, all losses resulting from such non-payment, non-performance or non-observance notwithstanding:

- 6.2.1 any time or indulgence granted by the Council to the Tenant, any neglect or forbearance of the Council in enforcing the payment of the Rent or the observance or performance of the covenants, conditions or other terms of this Underlease or any refusal by the Council to accept rent tendered by or on behalf of the Tenant at a time when the Council is entitled (or will after the service of a notice under the Law of Property Act 1925 Section 146 be entitled) to re-enter the Premises;
- 6.2.2 that the terms of this Underlease may have been varied by agreement between the Council and the Tenant, provided that no variation is to bind the Guarantor to the extent that it is materially prejudicial to him;
- 6.2.3 that the Tenant has surrendered part of the Premises in which event the liability of the Guarantor under this Underlease is to continue in respect of the part of the Premises not surrendered after making any

necessary apportionments under Section 140 of the Law of Property Act 1925; and

6.2.4 anything else (other than a release by deed) by which, but for this Clause 6.2.4, the Guarantor would be released.

6.3 New Underlease following disclaimer

If, at any time during the Guarantee Period while the Tenant is bound by the tenant covenants of this Underlease, any trustee in bankruptcy or liquidator of the Tenant disclaims this Underlease, the Guarantor must, if so required by notice served by the Council within 60 days of the Council's becoming aware of the disclaimer, take from the Council forthwith a Underlease of the Premises for the residue of the Contractual Term as at the date of the disclaimer, at the rent then payable under this Underlease and subject to the same covenants, conditions and terms as in this Underlease (except that the Guarantor need not ensure that any other person is made a party to that Underlease as guarantor), the new Underlease to commence on the date of the disclaimer. The Guarantor must pay the costs of the new Underlease and VAT charged thereon, and execute and deliver to the Council a counterpart of the new Underlease.

6.4 Payments following disclaimer

If this Underlease is disclaimed and the Council does not require the Guarantor to accept a new Underlease of the Premises in accordance with Clause 6.3, the Guarantor must pay to the Council on demand an amount equal to the difference between any money received by the Council for the use or occupation of the Premises and the Rent in both cases for the period

commencing with the date of the disclaimer and ending on whichever is the earlier of the date six months after the disclaimer or the date, if any, upon which the Premises are relet.

6.5 Severance

6.5.1 Any provision of this Clause 6 rendered void by virtue of the Section 25 of the Landlord and Tenant (Covenants) Act 1995 is to be severed from all remaining provisions and the remaining provisions are to be preserved.

6.5.2 If any provision in this Clause 6 extends beyond the limits permitted by Section 25 of the Landlord and Tenant (Covenants) Act 1995, that provision is to be varied so as not to extend beyond those limits.

7. FORFEITURE

If and whenever during the Term:-

- 7.1 the Underlease Rents or any of them or any part of them or any VAT payable on them are outstanding for twenty one days after becoming due (whether formally demanded or not), or
- 7.2 the Tenant or the Guarantor breaches any covenant, condition or other term of this Underlease or any document supplemental to this Underlease, or
- 7.3 the Tenant being a company or limited liability partnership enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent entity) or enters into administration or has a receiver appointed over all or any part of the Tenant's assets, or

- 7.4 the Tenant being an individual or individuals becomes subject to a bankruptcy order or has an interim receiver appointed to the Tenant's property, or
- 7.5 the Tenant enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of the Tenant's creditors, or
- 7.6 the Tenant has any distress, sequestration or execution levied on the Tenant's goods and,
- 7.7 where the Tenant is more than one person, if and whenever any of the events referred to in this Clause happens to any one or more of them,
- then the Council may at any time re-enter the Premises or any part of them in the name of the whole (even if any previous right of re-entry has been waived) and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Council against the Tenant in respect of any breach of covenant, condition or other term of this Underlease (including the breach in respect of which the re-entry is made).

8. NOTICES

Service of Notices

The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Underlease.

9. MISCELLANEOUS

9.1 Non-Fettering of Statutory Powers

For the avoidance of doubt nothing contained in or implied by this Underlease is to prejudice or affect the Council's rights, powers, duties and obligations in

the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be as fully and effectually exercised in relation to the Premises as if the Council was not the owner of the Premises and as if this Underlease had not been executed by the Council.

9.2 Arbitration

9.2.1 If any dispute or question whatever arises between the parties to this Underlease with respect to the construction or effect of the rights, duties or obligations of the parties to this Underlease or any other matters in any way arising out of or connected with this Underlease it must be determined by a single arbitrator.

9.2.2 The arbitrator is to be appointed by agreement between the parties to the dispute or question or if they do not agree within fourteen days of one of them giving notice to the other of its nomination by or on behalf of the President for the time being of the Law Society (in case of matters of law) or of the Royal Institution of Chartered Surveyors (in other cases) on the application of any party to the dispute or question.

9.2.3 The arbitration is to be conducted in accordance with the Arbitration Act 1996.

9.2.4 This arbitration provision does not apply to forfeiture of this Underlease, relief against forfeiture of this Underlease or any dispute or question for which another method of resolution is expressly provided by this Underlease.

9.3 Exclusions

Nothing in this Underlease is to be read or construed as excluding any liability or remedy in respect of fraud.

9.4 Third Party Rights

Nothing in this Underlease is intended to confer any benefit on any person who is not a party to it, the Superior Landlord or a lawful successor to them.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant and the Guarantor have executed this Deed the day and year first above written

SCHEDULE 1

(Easements and Rights Granted to the Tenant)

1. Gas Pipe

The right to enter upon the Adjoining Property to maintain, repair and replace the gas pipe through or under the Adjoining Property in the approximate position shown by a blue line on the Plan Provided that the person or persons exercising such right complies with the provisions of Paragraphs 3.1, 3.2 and 3.3.

2. Services

The right to free and uninterrupted passage of water, soil, gas, electricity, telephone and other services or supplies to and from the Premises in and through the Conduits which now are or may hereafter during the Term be in, upon, through, under or over the Adjoining Property (in common with the

Council and all other persons having a like right) SUBJECT TO the Tenant paying a fair proportion according to user of the cost of the maintenance, renewal and repair of such Conduits and PROVIDED ALWAYS that where such Conduits do not at present exist or such services are not at present available then the Tenant shall first pay a fair and reasonable proportion of the costs of providing the same should it be decided by the Council to provide any of such Conduits or services during the Term.

3. Right of entry onto Adjoining Property

The right (in common with the Council and all other persons having a like right) at any time during the Term to enter the Adjoining Property to inspect, cleanse, lay, repair, remove, relay, replace with others, alter or execute any works whatever to or in connection with the Conduits SUBJECT TO the Tenant:-

- 3.1 giving reasonable prior notice (except in emergency)
- 3.2 causing as little damage as possible and making good any damage caused to the reasonable satisfaction of the Council
- 3.3 complying with all the requirements of the Council in connection therewith (including any special requirements arising from the use of any part of the Adjoining Property as public open space and giving adequate warnings to occupiers of and members of the public visiting the Adjoining Property and taking all necessary health and safety precautions in respect of such works)

PROVIDED ALWAYS in respect of any Conduits not now existing that the Tenant shall have paid a fair and reasonable proportion of the cost of providing them as required in accordance with Paragraph 2.

4. Right of Access

The right (subject to the Tenant paying a fair and reasonable proportion according to user of the cost of the repair and maintenance of the Roads and to the Tenant complying with the provisions of Clause 4.27 and all other requirements of the Council or the Superior Landlord in connection with the exercise of this right) for the Tenant and all persons expressly or by implication authorised by them (in common with the Council and all other persons having the like right) to pass and repass over and along the Roads as may from time to time be available within the Adjoining Property to and from the Premises with or without vehicles (but which shall at any one time be limited in number to one motor vehicle, one staff or service vehicle and one delivery vehicle) for all purposes connection with the use and enjoyment of the Premises (but not otherwise) PROVIDED ALWAYS that:-

- 4.1 The total number of vehicle movements over and along the Roads shall not exceed 1,430 in the first year of the Term.
- 4.2 The total number of vehicle movements in each subsequent year of the Term shall be reduced by 1% for each year of the Term from the total of 1,430 vehicle movements in 2013 to a total of 1,218 vehicle movements in 2029, so that the total number of vehicle movements over and along the Roads shall not exceed the revised total for each year calculated in accordance with this Paragraph.

For the avoidance of doubt, for the purposes of this Paragraph a return vehicle journey to and from the Premises shall count as one vehicle movement, and

the Council and/or the Superior Landlord shall be permitted to erect a lockable gate or barrier across any of the Roads.

5. Delivery of Calor Gas Cyclinders

The right (in common with the Council and all other persons having a like right) to pass over and along such routes on the Adjoining Property as may be first designated from time to time by the Council on foot with or without a hand pulled cart or trolley from or to the Premises to and from the Beach Huts for the purpose of delivering calor gas cylinders to the Beach Huts only.

6. Parking

The right (in common with the Council and all other persons having a like right) for the Tenant to park motor vehicles (but which shall at one time be limited in number to one designated staff or service vehicle and one other vehicle except that in addition one delivery vehicle may also be permitted to park whilst goods being delivered to the Premises are being unloaded for a maximum period of 30 minutes at any one time) in connection with its use of the Premises in the area immediately adjoining the north of the Premises and indicated on the Plan as a parking area or in such other parking area as the Council may from time to time specify during the Term.

7. Commercial Waste Bins

The right (in common with the Council and all other persons having a like right) to place and retain in such positions on the Adjoining Property as shall from time to time be specified by the Council Commercial Waste Bins of a size, type and number to be first agreed by the Council for use ancillary to the use of the Premises only.

8. **Other Rights**

All other rights, licences, easement or quasi-easements as are at present appurtenant to or enjoyed with the Premises.

SCHEDULE 2

(Exceptions and Reservations Reserved unto the Council and its successors in title and all others authorised by them)

1. **Right of Entry for Works**

The right to enter the Premises on giving reasonable notice to execute works on any adjoining or neighbouring property subject to the person exercising such right making good any damage thereby caused to the Premises.

2. **Right of Entry as Headlessee**

The right to enter upon the Premises for any purpose which in the opinion of the Council is necessary to enable the Council to comply with the covenants on the Council's part contained in the Headlease so far as the same are not performed by the Tenant.

3. **Reservation of Light and Air**

The right at any time hereafter to build on or to execute any works or erections upon (including sea defence and coast protection works) or to carry out any repairs to or to alter or rebuild any buildings erected on any adjoining and neighbouring land and to use such land and buildings in any manner and for any purpose as the Council may think fit notwithstanding that the access of light and air to the Premises may thereby suffer interference.

4. **Services**

The right of free passage and running of water and soil in and through any Conduits made or to be made upon, through or under the Premises and the free and uninterrupted use of any gas, electric, telephone and other pipes, wires and cables in, through or under the Premises.

5. **Other Rights**

All rights, licences, easement or quasi-easements to which the Premises are subject and which are at present appurtenant to or enjoyed with any adjoining and neighbouring property.

SCHEDULE 3

(Rent Review)

1. **Definitions**

For all purposes of this Schedule the terms defined in this Paragraph have the meanings specified.

1.1 **"the Assumptions"** means:-

- 1.1.1 the assumption that no work has been carried out on the Premises during the Term by the Tenant, its subtenants or their predecessors in title that has diminished the rental value of the Premises;
- 1.1.2 the assumption that if the Premises have been destroyed or damaged they have been fully rebuilt or reinstated;
- 1.1.3 the assumption that the covenants contained in this Underlease on the part of the Council and the Tenant have been fully performed and observed;

- 1.1.4 the assumption that the Premises are available to let by a willing landlord to a willing tenant in the open market by one lease ("the **Hypothetical Underlease**") without a premium being paid by either party and with vacant possession;
- 1.1.5 the assumption that the Premises have already been fitted out and equipped by and at the expense of the incoming tenant so that they are capable of being used by the incoming tenant from the beginning of the Hypothetical Underlease for all purposes required by the incoming tenant that would be permitted under this Underlease;
- 1.1.6 the assumption that the Hypothetical Underlease contains the same terms as this Underlease except the amount of the rent payable for the first three years of the Term but including the provisions for rent review on the Review Dates and at similar intervals after the last Review Date and except as set out in Paragraph 1.1.7;
- 1.1.7 the assumption that the term of the Hypothetical Underlease is equal in length to the Contractual Term and that such term begins on the relevant Review Date, that the rent commences to be payable on that date and that the years during which the Tenant covenants to decorate the Premises are at the same intervals after the beginning of the term of the Hypothetical Underlease as those specified in this Underlease;
- 1.1.8 the assumption that the Premises may be used for any of the purposes permitted by this Underlease as varied or extended by any consent or licence granted pursuant thereto; and

1.1.9 the Assumption that no reduction is to be made to take account of any rental concession which on a new letting with vacant possession might be granted to the incoming tenant for a period during which its fitting out works would take place.

1.2 "the Disregards' " means:-

1.2.1 disregard of any effect on rent of the fact that the Tenant, its subtenants or their predecessors in title have been in occupation of the Premises;

1.2.2 disregard of any goodwill attached to the Premises because the business of the Tenant, its subtenants or their predecessors in title in their respective businesses is or was carried on there; and

1.2.3 disregard of any increase in rental value of the Premises attributable at the relevant review date to any improvement in the Premises carried out, with consent where required since the Seventeenth day of March 1994 otherwise that the improvements effected pursuant to the provisions of a Deed of Variation made the Fourth day of April 2001 between (1) the Council and (2) Robert Anderton and Susan Delafield and any improvements effected at the expense of the Council or in pursuance of an obligation to the Council or its predecessors in title (other than obligations requiring compliance with statutes or directions of a local authority or other body exercising powers under statute or Royal Charter) either:-

- 1.2.3.1 by the Tenant, its subtenants or their predecessors in title during the Term or any period of occupation before the Term; or
- 1.2.3.2 by any tenant or subtenant of the Premises before the commencement of the Term, provided that the Council or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Premises.
- 1.3 **"Expert"** means an independent valuer appointed by agreement between the Council and the Tenant or, in the absence of agreement within fourteen days of one of them giving notice to the other of its nomination, nominated by the President on the application of either party made not earlier than six months before the relevant Review Date or at any time thereafter to determine the Rent under this Schedule.
- 1.4 **"the President"** means the President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by him to make appointments on his behalf
- 1.5 **"Review Dates"** means the First day of January 2016 and every third anniversary of that date during the Contractual Term and any other date from time to time specified under Paragraph 9 and references to a review date are references to any one of the Review Dates.
- 1.6 **"Review Period"** means the period beginning on any Review Date and ending on the day before the next Review Date or beginning on the last Review Date and ending on the expiry of the Contractual Term.

2. Ascertaining the Rent

2.1 The Rent during each successive Review Period is to be a sum equal to the greater of:

2.1.1 the Rent payable under this Underlease immediately before the relevant Review Date or if payment of Rent has been suspended as provided for in this Underlease, the Rent that would have been payable had there been no such suspension OR

2.1.2 the revised Rent ascertained in accordance with this Schedule

2.2 The Rent for any Review Period may be agreed in writing at any time or, in the absence of agreement, is to be determined by an Expert not earlier than the relevant Review Date.

3. Open Market Rent

The sum to be determined by the Expert must be the sum at which, acting as an expert and not as an arbitrator or quasi-arbitrator, he decides the Premises might reasonably be expected to be let in the open market at the relevant Review Date making the Assumptions but disregarding the Disregards.

4. Conduct of the determination

4.1 The fees and expenses of the Expert and any VAT payable on them, including the cost of his appointment, are to be borne equally by the Council and the Tenant, who must otherwise bear their own costs.

4.2 The Expert must give each of the parties an opportunity to make written representations to him but is not to be in any way limited or fettered by such representations and is to be entitled to rely on his own judgement and opinion.

- 4.3 If the Expert dies, declines to act or becomes incapable of acting, either party may apply to the President to discharge him and appoint another in his place.

5. Memoranda of Agreement

Whenever the Rent has been ascertained in accordance with this Schedule, memoranda to that effect must be signed by or on behalf of the Council and the Tenant and annexed to this Underlease and its counterpart. The Council and the Tenant must bear their own costs in this respect.

6. Reimbursement of Costs

If on publication of the Expert's determination, the Council or the Tenant pays all his fees and expenses, the paying party may, in default of payment within twenty one days of a demand to that effect, recover half of them from the other party in the case of the Council as rent arrears or in the case of the Tenant by deduction from the Rent.

7. Where the Rent is not ascertained by a Review Date

If the Rent payable during any Review Period has not been ascertained by the relevant Review Date, then rent is to continue to be payable at the rate previously payable, such payments being on account of the Rent for that Review Period.

8. Payment of the Rent as ascertained

If the Rent payable during any Review Period has not been ascertained by the relevant Review Date, then the Tenant must pay to the Council within seven days of the date on which the Rent is agreed or the Expert's determination is received by the Tenant:-

- 8.1 any shortfall between the Rent that would have been paid for that period had it been ascertained on or before the relevant Review Date and the payments made by the Tenant on account and any VAT payable thereon and
- 8.2 interest, at the base lending rate from time to time of the bank referred to in or nominated pursuant to Clause 4.33, in respect of each instalment of the Rent due on or after that Review Date on the amount by which the instalment of the Rent that would have been paid had it been ascertained exceeds the amount paid by the Tenant on account, the interest to be payable for the period from the date on which the instalment was due up to the date of payment of the shortfall.

9. Effect on counter-inflation provisions

If at any Review Date, a statute prevents, restricts or modifies the Council's right either to review the Rent in accordance with this Underlease or to recover any increase in the Rent, then the Council may, when the restriction or modification is removed, relaxed or varied (without prejudice to its rights, if any, to recover any rent the payment of which has only been deferred by statute) on giving not less than one month's nor more than three months' notice to the Tenant at any time within six months of the restriction or modification being removed, relaxed or varied, time being of the essence, require the Tenant to proceed with any review of the Rent that has been prevented or to review the Rent further where the Council's right was restricted or modified. The date of expiry of the notice is to be treated as a Review Date (provided that nothing in this Paragraph is to be construed as varying any

subsequent Review Date). The Council may recover any increase in the Rent with effect from the earliest date permitted by law.

SCHEDULE 4

(Authorised Guarantee Agreement)

The Tenant covenants with the Council in pursuance of Clause 4.15.4.1 of the Underlease and with all its successors in title without the need for any express assignment to observe and perform the requirements of this Schedule and the Tenant's obligations to the Council will last throughout the period during which the Assignee is bound by the Tenant's covenants of the Underlease ("**the Liability Period**").

1.1 Payment of Rent and Performance of the Underlease

The Assignee must punctually pay the rent reserved by the Underlease (including any VAT chargeable) and observe and perform the tenant covenants, conditions and other terms of the Underlease throughout the Liability Period and if the Assignee should fail to do so the Tenant must pay the rents and observe and perform the tenant covenants, conditions or other terms in respect of which the Assignee is in default.

1.2 Indemnity

The Tenant must make good to the Council on demand and indemnify the Council against all liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings resulting from any failure of the Assignee to pay the rent reserved by the Underlease or observe and perform

the Tenant's conditions, covenants and other terms of the Underlease during the Liability Period.

2. New Underlease following disclaimer

If at any time during the Liability Period, any trustee in bankruptcy or liquidator of the Assignee disclaims the Underlease, the Tenant must, if so required by notice in writing served by the Council within 60 days of the disclaimer, take from the Council forthwith a Underlease of the Premises for the residue of the Contractual Term as at the date of the disclaimer, at the rent then payable under the Underlease and subject to the same covenants, conditions and terms as in the Underlease, the new Underlease to commence on the date of the disclaimer. The Tenant must pay the costs of the new Underlease and VAT charged thereon, and execute and deliver to the Council a Counterpart of the new Underlease.

3. Payments following disclaimer

If the Underlease is disclaimed and the Council does not require the Tenant to accept a new Underlease of the Premises in accordance with Clause 2, the Tenant must pay to the Council on demand an amount equal to the difference between any money received by the Council for the use or occupation of the Premises and the rent reserved by the Underlease in both cases for the period commencing with the date of the disclaimer and ending on whichever is the earlier of the following dates:

- 3.1 the date six months after the disclaimer,
- 3.2 the date (if any) upon which the Premises are relet.

4. Discharge

Without prejudice to Section 18(3) of the Landlord and Tenant (Covenants) Act 1995, the Tenant will not be released from any liability under this authorised guarantee agreement nor shall any such liability be affected or any way exonerated by:-

- 4.1 any time or indulgence granted by the Council to the Assignee or any neglect or forbearance of the Council in enforcing the payment of the rent reserved by the Underlease or the observance or performance of the covenants, conditions or other terms of the Underlease or any refusal by the Council to accept rent tendered by or on behalf of the Assignee at a time when the Council is entitled (or will after the service of a notice under Section 146 of the Law of Property Act 1925 be entitled) to re-enter the Premises,
- 4.2 the terms of the Underlease having been varied by agreement between the parties provided no variation is to bind any Guarantor to the extent it is materially prejudicial to him,
- 4.3 the Assignee surrendering part of the Premises in which event the liability of the Tenant under the Underlease is to continue in respect of the part of the Premises not surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925 or
- 4.4 anything else (other than a release by deed) by which but for this Clause 4 the Tenant would have been released.

5. **Release**

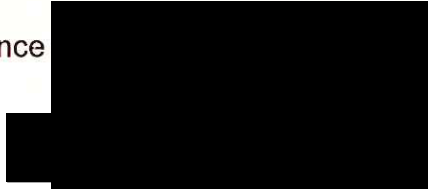
Where the Tenant is more than one person the release of one or more of them shall not release the others.

EXECUTED as a Deed by affixing the)

COMMON SEAL of THE BOROUGH)

COUNCIL OF CHRISTCHURCH)

in the presence)



23084

Duly Authorised Signatory

