



# Brighton & Hove City Council

## LICENCE TO PLACE A BEACH HUT ON SITE NO:

**THIS LICENCE** dated..... is made between **BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall, Norton Road, Hove BN3 3BQ (**Council**) and

..... of .....

.....  
(Licensee)

**LICENCE FEE:** £367.20 per annum (including VAT) or such other sum as the Council may annually in its absolute discretion determine . The Licence Fee shall be payable on 1<sup>st</sup> April each year save for the first payment which is to be made on the date hereof. Details of the Licence Fee payable in any year shall be available to view on the Council's website

**TRANSFER FEE:** £82 or such other sum as the Council may annually in its absolute discretion determine. Details of the Transfer Fee payable in any year shall be available to view on the Council's website.

### THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the payments agreed to be made by the Licensee and the obligations and conditions contained below and on the part of the Licensee to be observed and performed, the Council grants to the Licensee permission to use the above site for the purpose of erecting and maintaining thereon a beach hut in accordance with the specification set out in the Schedule hereto for the period from the date hereof and thereafter from year to year (unless determined under the provisions of this licence). Where the Licensee comprises two or more persons then in each case those persons shall be

jointly and severally liable for their respective obligations arising by virtue of this licence.

2. The benefit of this licence is personal to the Licensee only and cannot be assigned and the right to use the beach hut can only be exercised by the Licensee and their immediate family and guests and the Licensee acknowledges that no relationship of landlord and tenant is created between the Council and the Licensee by this licence
3. The Licensee agrees as follows:
  - (a) On the date hereof to pay the Licence Fee in advance as a lump sum and apportioned appropriately and thereafter the Licence Fee shall be paid annually as a lump sum or by direct debit in 10 equal monthly instalments from 1<sup>st</sup> April in each year
  - (b) To pay the rates and other outgoings payable in respect of the beach hut and site
  - (c) At its own expense and to the satisfaction of the Council to maintain, repair and keep in a clean and tidy condition and in good decorative repair and free from rubbish the site and the beach hut
  - (d) To redecorate the exterior of the beach hut at least once in every year and when renewing or redecorating the beach hut to paint the doors in one single solid colour or vertically striped in multiple colours
  - (e) To keep the beach hut safe and secure and at all times to take reasonable and proper precautions to prevent unauthorised persons from obtaining access to the interior of the beach hut
  - (f) To apply to the Seafront Office at the address in clause 11 below for a 4 week permit to make changes (other than the specified changes in this licence) to the external appearance and/or use of the beach hut for a special event or fundraising purpose and each beach hut is allowed a maximum of 2 permits per year which the Council reserves the right to grant or decline
  - (g) To insure and maintain a policy of insurance for the beach hut against perils such as fire, theft and damage
  - (h) To observe such other rules and regulations as the Council may make from time to time governing the use of the site or the beach hut, details of which would be available on the Council's website.
  - (i) If the beach hut is damaged beyond repair either by the elements or by vandalism the Licensee must ensure removal of the debris with immediate effect at their expense and within three months to erect a

replacement beach hut that complies with the specification set out in the Schedule hereto

- (j) Where the site is vacant when this licence is issued then within three months of the date hereof to place and keep a beach hut in accordance with the specification set out in the Schedule hereto
  - (k) To notify the Council of any change of address and email address within 14 days of the date of the change
  - (l) Not to sell the site referred to above to any non-resident of Brighton & Hove
  - (m) Not to sell the site within three years of the licence start date, however, at the Council's sole discretion, extenuating circumstances may be considered
  - (n) Not to assign the benefit of this licence
  - (o) Not to sub-licence or offer the beach hut for use by anyone other than those persons referred to in clause 2 above
  - (p) Not to use or allow to be used either the site or the beach hut or any part thereof other than for recreational purposes ancillary to the use of the adjoining beach
  - (q) Not to use the beach hut or allow it to be used as a place to sleep or for any illegal or immoral purpose; or act or allow others to act in the beach hut in a way which may become a nuisance or an annoyance, or be offensive to the Council or to occupiers of neighbouring beach huts or to people passing by the site
  - (r) Not to play, broadcast or amplify music or sound which may be audible outside the beach hut or use any amplifying equipment
  - (s) Not to carry on any trade, business, art or profession in the beach hut
  - (t) Not to make any alterations to the site or place on any part of the exterior of the beach hut any bill, notice, doorplate, sign or advertisement
  - (u) Not to keep any animals at the beach hut
  - (v) Not to store any flammable substances including petrol, spirits, paints and gases within the beach hut
  - (w) Not to use any fire or naked flames within the beach hut
4. The benefit of this licence is personal to the Licensee and accordingly on the sale or other disposal of the site or on the death of the Licensee this licence shall forthwith terminate subject however to the following provisions:
- (a) The Council may be prepared on the payment of the Transfer Fee and subject to the proposed purchaser being a resident of Brighton &

Hove to grant a new licence to the purchaser. This sum must be paid by the Licensee to the Council before the Council will consider granting a new licence to the purchaser

- (b) If the Licence Fee is payable by monthly instalments then the full annual Licence Fee will need to be paid before any sale or disposal
  - (c) In the event of the Licensee's death the Council will grant a new licence of the site to the Licensee's beneficiary if they are a resident of Brighton & Hove (2) in the event that the beneficiary is not a resident of Brighton & Hove they will be required to sell or surrender the licence of the site
  - (d) The Licensee shall supply to the Council within one month of a sale transferral or disposal of the beach hut a copy of the document affecting such sale transferal or disposal
5. This licence may be determined immediately by notice by the Council:
- (a) if at any time any payment due under this licence is unpaid for 14 days after becoming due, whether demanded or not or
  - (b) if the Licensee fails for a period of 14 days to remedy any breach of any of the obligations and conditions contained in this licence
6. The Licensee shall be entitled to terminate this licence at any time by giving to the Council at least two month's previous written notice to that effect and on such termination the provisions of clause 8 below shall apply
7. This licence may be determined by the Council by at least two months' notice in writing such notice to expire at any time in the year **AND** upon the expiration of such notice this licence shall forthwith cease and determine subject however to the provisions of clause 8 below and subject to the Council refunding part of a then current Licence Fee.
8. In the event of the termination of this licence under the provisions of any of clauses 5, 6 and 7 the Licensee or their personal representative(s) shall (if required by the Council to do so) forthwith remove the beach hut and clear the site at their expense and on their failure to do so the Council shall be entitled to carry out such removal and clearance at the expense of the Licensee or their personal representative **AND** if the beach hut shall not be collected and removed from the site (or place where it was deposited by the Council) within 28 days of notice thereof by the Council to the appropriate party or if the said expenses are not paid the Council shall be free to dispose of the beach hut

9. The Licensee undertakes to indemnify the Council against all claims and liabilities whatsoever which the Council may incur by reason of the exercise or enjoyment of the licence
10. The Council shall not be responsible for any loss or damage to the beach hut or its contents
11. Any notice given by the Council to the Licensee shall be sufficiently served if sent to or left at the Licensees' last known address or emailed to the Licensee or fixed to the door of the beach hut. Any notice to be given to the Council shall be sent to the Seafront Operations Manager at The Seafront Office, 141 King's Road Arches, Brighton BN1 2FN or emailed to the Council's Seafront Office whose contact details are found on the Council's website
12. This licence is being executed by the Council as freeholders of the Western Esplanade and nothing herein contained shall be deemed to affect the powers authorities and rights of the Council as a local authority or as owners of any other property
13. The Council may close the said Western Esplanade or the beach and foreshore on such occasions as they may lawfully close the same and limit access to the beach hut as necessary

This licence has been entered into on the date stated at the beginning of it.

## THE SCHEDULE

### SPECIFICATIONS FOR BEACH HUT

#### The Beach Huts of Hove

##### This Leaflet:

This leaflet explains to owners of beach huts on Hove Esplanade the terms and conditions of their licence and draws attention to the correct way to repair or replace a beach hut.

##### Hove Esplanade:

To many people, the main attraction of Hove is its beach and the enjoyment of walking along a wide elegant Esplanade with its fine views and long rows of colourful beach huts. The beach huts are an asset to both their owners and to residents of the whole City.

The Council is concerned that the attractive image of the seafront should be maintained. The Council will, resources permitting, continue to maintain and improve the Esplanade and the way in which the owners of beach huts maintain or replace their beach huts will have a significant impact on the future appearance of the Esplanade.

##### The Maintenance of Beach Huts:

One reason why the Hove beach huts are admired is that they are largely the same except for their colourful front doors and it is vital to the character of the seafront that the uniformity is not lost.

Beach hut owners are required, within the terms and conditions of their licences, to repair or replace in accordance with certain details. These details are as explained below.

If a hut is damaged in any way or requires major repair, then the repairs must match, in every way, the original design shown in this leaflet.

Damage to doors should not be repaired by covering the door in boarding. The doors should be repaired properly or replaced completely. If a door is replaced completely the design in (fig. 1) must be followed. Other major repairs should also be in accordance with the approved drawings and particular attention must be given to the use of materials, for example fibreglass and felt are not permitted.

Doors to consist of 100 x 50mm S.W. framing rebated 16mm to accept 10mm thickness exterior grade plywood panelling and 100 x 38mm mid rail and bottom rail. All joints to be morticed and tenoned. The bottom rail should be 40mm above the bottom of the door.

Each door to be hung on 2 substantial stainless steel hinges and they must open inwards.

There should be one bolt top and bottom on one of the doors and there should be at least two hasps for the padlocks which should be bolted (not screwed) on to the other.

The following specifications must be used in carrying out general repairs:

- Wall and roof panels: 10mm external quality plywood.
- Boarded lower plinth: 19mm shiplap softwood boarding.
- Floor: sawn treated timber boards.
- Bargeboard: 150 x 25mm.
- Ridge: 75 x 19mm.

The outside of the beach hut must be painted as often as necessary, but at least once every year.

The roof and the upper sides of the hut must be painted in paint no. BS 4800 14 C35 gloss. If the traditional appearance of the beach hut is to be maintained then it is important that the plinth and lower sides must be painted in paint no. BS4800 (D45, and the doors in any single solid colour.

Good preparation is essential if the top coat of paint is to adhere well in coastal conditions and the burning off of previous coats may be necessary. An aluminium primer should be used followed by two undercoats and one gloss coat.

##### Complete Hut Replacement:

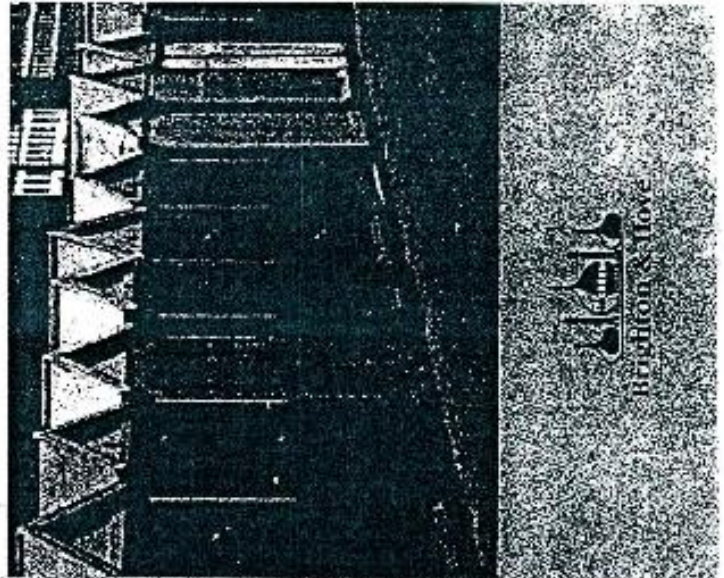
When the condition of a hut is such that it becomes uneconomic to repair or otherwise as desired, it can be replaced with a hut and design of exactly as that shown in this leaflet but to the following dimensions:

1.83m (6ft) wide x 1.83m (6ft) deep with ridge roof height of 2.46m (8'1"). Variations in design or dimensions are not permitted and if you wish to rebuild your hut then a copy of this leaflet should be given to your carpenter/joiner. The strength of construction of the hut can be improved to suit, as long as the external appearance is not altered.

##### Council Enforcement:

The Council will, with the aim of enforcing the terms of the licence, make an annual inspection of all beach huts early in the year. If an owner of a beach hut fails to carry out necessary repairs or painting, or otherwise fails to comply with the terms of the licence the Council has the right to terminate the licence, require the hut to be removed and, if it is not removed by the owner, to remove the hut at the owners expense.

# Beach Huts on Hove Esplanade



This leaflet was produced by Design, Print & Sign (01273) 509437

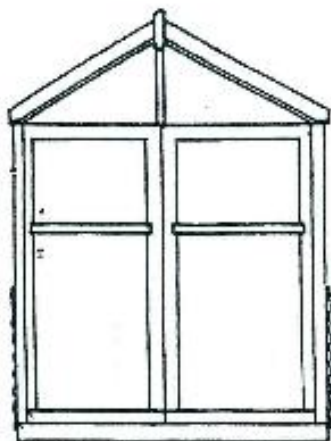


FIGURE 1

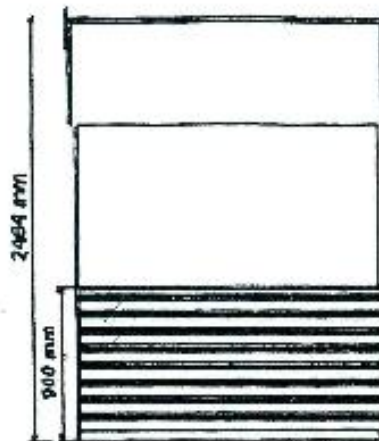
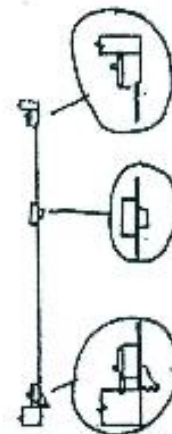


FIGURE 3



Section through door  
FIGURE 6



Shiplap detailing

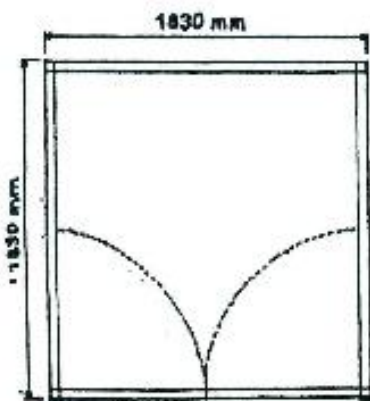


FIGURE 2

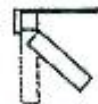


FIGURE 4 Door details

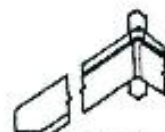


FIGURE 5. Fascia and ridge details

Note:  
Drawings are not to scale.  
Use dimensions shown only.  
DO NOT SCALE FROM DRAWINGS  
All dimensions are in millimetres.

Signed on behalf of the Council.....

Signed by the Licensee.....