



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

.....
.....

(Licensee)

of

.....

(Home Address)

Licensee Email Address:

(Email Address)

Licensee Phone Number:

(Phone Number)

LICENCE FEE: £503.60 per annum (including VAT) or such other sum as the Council may in its absolute discretion determine . The Licence Fee shall be payable on 1st April each year. Details of the Licence Fee payable in any year shall be available to view on the Council's website and any increased Licence Fee shall be notified to the Email Address at least 1 month prior to 1 April in any year.

TRANSFER FEE: the sum specified under Clause 4a of this Licence.

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 calculated on a daily basis from the date hereof to the day before the next Licence Fee is due and thereafter the Licence Fee or any increased Licence Fee specified on the Council's website and notified to Email Address at least one month before 1 April in any year shall be paid annually as a lump sum or by direct debit in 10 equal monthly instalments from 1st April in each year
 - (b) To pay the rates and other outgoing payments 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 as often as is reasonably necessary and in any event at least once in every two years 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 are published 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 the Licensee's Home Address and the Email Address within 14 days of the date of the change using the contact details specified in Clause 12 below
- (l) Not to sell the beach hut within three years of the licence start date, however, at the Council's sole discretion, extenuating circumstances may be considered
- (m) Not to sell the beach hut in accordance with clause 3(l) above to any person who is not a resident of Brighton & Hove
- (n) Not to assign the benefit of this licence
- (o) Not to sub-licence or hire out or offer the beach hut for use by anyone other than those persons referred to in clauses 2 or 3(f) 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, service 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 Transfer Fee:

- (a) The Transfer Fee shall be determined as the greater of:
 - (i) 10% of the sale price between the Licensee and a new owner of the beach hut or
 - (ii) Four times the licence fee (exclusive of value added tax) at the time the transfer completes.

5. The benefit of this licence is personal to the Licensee and accordingly on the sale or other disposal of the beach hut with or without consideration or on the death of the Licensee this licence shall forthwith terminate subject however to the following provisions:

- (a) the Council shall grant a new licence in the current form in circulation at that time to a purchaser or any other person to whom ownership of the beach hut has been transferred, with the exception set out in 5(b) below, within 15 working days of receipt of:
 - (i) a copy of the document affecting such sale transfer or disposal; and
 - (ii) the Transfer Fee from the outgoing Licensee; and
 - (iii) proof that the proposed new licensee, is a resident of Brighton & Hove in the form of a driving licence, bank statement, council tax bill or utility bill (excluding mobile phone bills); and
 - (iv) in the event that the Licence Fee is payable by monthly instalments the balance owing of the full annual Licence Fee for the current year together with any arrears that have accrued in relation to the monthly instalments
- (b) in the event of the Licensee's death the Licensee's executors should notify the Council and the Council will grant a new licence in the current form in circulation at that time of the site to the Licensee's beneficiary, within 15 working days of receipt of:
 - (i) a copy of the grant of probate in relation to the Licensee;
 - (ii) proof that the beneficiary is a resident of Brighton & Hove in the form of a driving licence, bank statement, council tax bill or utility bill (excluding mobile phone bills); and
 - (iii) in the event that the Licence Fee is payable by monthly instalments the balance owing of the full Licence Fee for the

current year together with any arrears that have accrued in relation to the monthly instalments

- (c) in the event of the Licensee's death the Council if the beneficiary is not a resident of Brighton & Hove then the Licensee's personal representatives will dispose of the beach hut to a Brighton & Hove resident and request a new licence in accordance with clause 5 (a) above.
6. This licence may be determined immediately on 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
7. The Council may terminate this licence by serving two months' notice in writing on the Licensee in the event that the Council has received detailed planning permission for redevelopment works for the area on which the beach hut is located and / or the surrounding seafront area or if the Council, acting reasonably, considers that use and occupation of the beach hut will endanger public safety. Upon the expiration of such notice this licence shall forthwith cease and determine subject however to the provisions of clause 9 below and subject to the Council refunding part of a then current Licence Fee
8. 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 9 below shall apply
9. In the event of the termination of this licence under the provisions of clause 5 of this licence:
 - (a) in the event that the Licence Fee has been paid in full by the Licensee for the current year, no refund of the Licence Fee shall be made by the Council; and
 - (b) in the event that the Licence Fee is payable by monthly instalments the Licensee must pay to the Council the balance owing of the full annual Licence Fee for the current year together with any arrears that have accrued in relation to the monthly instalments and this amount shall be a debt due on demand from the Licensee to the Council
10. In the event of the termination of this licence under the provisions of clauses 6 and 8 of this licence:

- (a) in the event that the Licence Fee has been paid in full by the Licensee for the current year, no refund of the Licence Fee shall be made by the Council; and
 - (b) in the event that the Licence Fee is payable by monthly instalments the Licensee must pay to the Council the balance owing of the full annual Licence Fee for the current year together with any arrears that have accrued in relation to the monthly instalments and this amount shall be a debt due on demand from the Licensee to the Council; and
 - (c) 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
11. In the event of the termination of this licence under the provisions of clause 7 of this licence:
- (a) in the event that the Licence Fee has been paid in full by the Licensee for the current year, the Council will provide the Licensee with a refund for an apportioned sum for the remainder of the year within 20 working days following notification by the Licensee to the Council (to the contact details set out at clause 14 below) of the bank account details to which the refund should be paid;
 - (b) in the event that the Licence Fee is payable by monthly instalments the Licensee will not be required to pay the balance owing of the full Licence Fee provided that any arrears that have accrued in relation to the monthly instalments and this amount shall be a debt due on demand from the Licensee to the Council
 - (c) the Licensee 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

12. 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
13. The Council shall not be responsible for any loss or damage to the beach hut or its contents
44. Any notice given by the Council to the Licensee shall be sufficiently served if sent to the Email Address or left at the Licensees' last known Home Address. Any notice to be given to the Council shall be sent by email to the Seafront Operations Manager at seafrontoffice@brighton-hove.gov.uk or posted to The Seafront Office, 141 King's Road Arches, Brighton BN1 2FN
15. This licence is being executed by the Council as freeholders of the King's Esplanade and 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
16. The Council may close the said King's Esplanade and 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 specification 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.

Repairs

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/tongue and groove 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

Painting

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. BS 4800 04 D45 Gloss. The doors can be any single solid colour or vertically striped in multiple colours. 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 of 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.

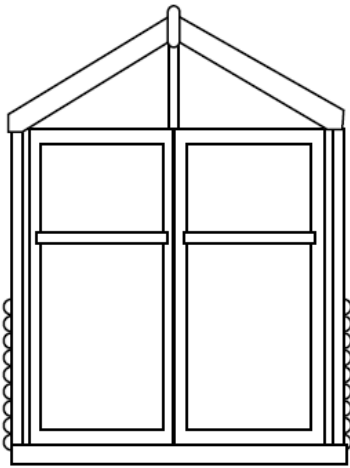


Figure 1

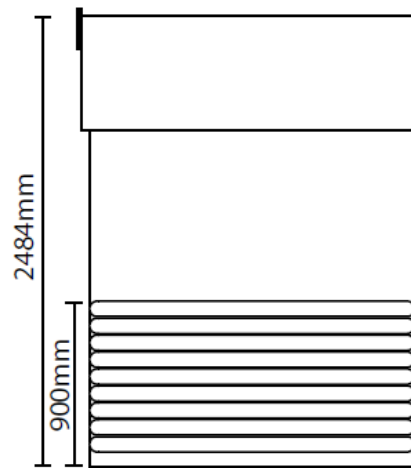


Figure 5

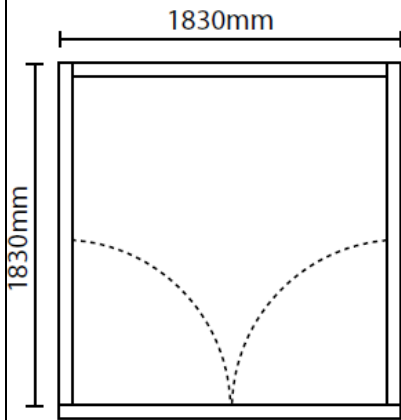


Figure 2

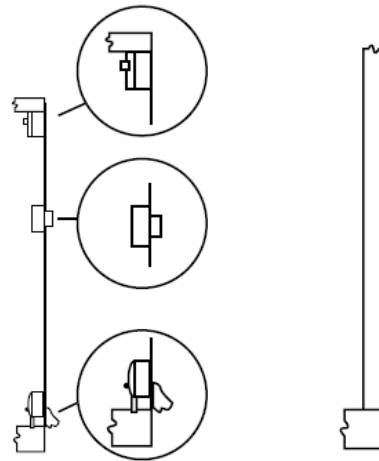


Figure 6
Section through door Shiplap detailing

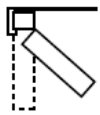


Figure 3
Door details

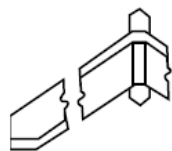


Figure 4
Fascia and ridge details

Note:
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Use dimensions shown only.
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All dimensions are in millimeters

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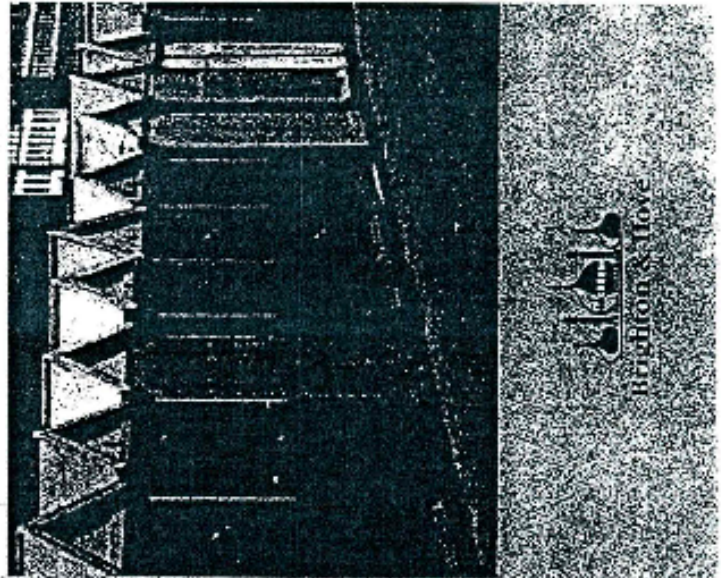
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Beach Huts on Hove Esplanade



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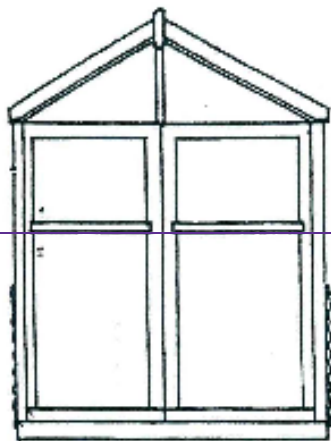


FIGURE 1

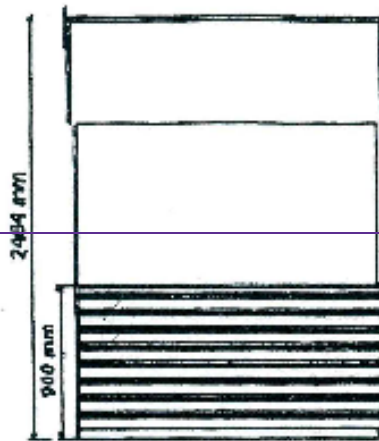
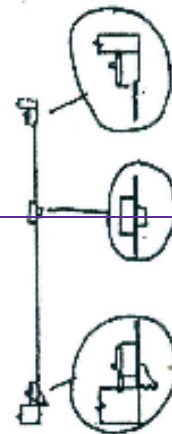


FIGURE 3



Section through door
FIGURE 6



Ship lap detailing

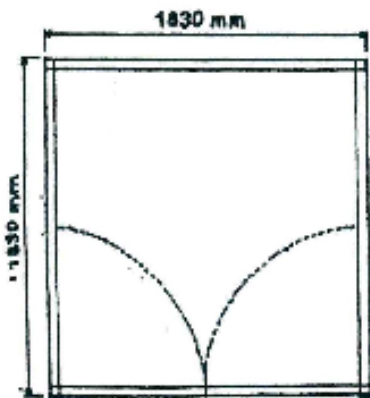


FIGURE 2



FIGURE 4 Door details

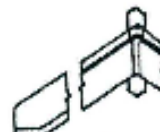


FIGURE 5. Fascia and ridge details

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Signed on behalf of the Council.....

Signed by the Licensee.....

DRAFT

