

## Hove beach huts Terms and conditions of licence

1. The Licensee shall:-
  - (a) Where the site is vacant place and keep a beach hut in accordance with the specification attached on the site within 3 months of the date hereof.
  - (b) Pay the fee as set out over the page and any increased fee as may be notified to the Licensee at least 2 months prior to 1<sup>st</sup> April in any year.
  - (c) Pay the rates and other outgoings payable in respect of the hut and site.
  - (d) Carry out any necessary repairs to the hut including the doors, door frames, any windows and window frames, together with hinges, locks, bolts and other fastenings of the hut.
  - (e) Keep the exterior of the hut in a good state of decorative repair, redecorating the exterior at least once every year.
  - (f) Take reasonable and proper precautions to preserve the security of the hut including the prevention of unauthorised persons from obtaining access to the interior of the hut.
  - (g) If the hut is damaged beyond repair either by the elements or by vandalism the owner must ensure the removal of the debris with immediate effect at his or her expense.
  - (h) Insure and maintain a policy of insurance for the hut against perils such as fire, theft and damage.
  - (i) Where repairs to or replacement of the hut is necessary construct the doors using either panelling or tongue and groove
  - (j) When renewing or redecorating the hut paint the doors in one single solid colour or vertically striped in multiple colours
  - (k) Where necessary change the size of the doors to make them smaller to improve the strength and security of the hut
  - (l) Apply to the Seafront Office at the address in 4 below for a 4 week permit to make changes (other than the specified changes in the terms and conditions) to the external appearance and/or use of the hut for a special event or fundraising purposes
  - (m) Each hut is allowed a maximum of 2 permits per year which the council reserves the right to grant or decline
2. The Licensee shall not:-
  - (a) Sell the hut to any non resident of Brighton & Hove.
  - (b) Sell the hut within three years of the licence start date.
  - (c) Use the hut or allow it to be used as a place to sleep or for any illegal or immoral purpose; act or allow others to act in the hut in a way which may become a nuisance or an annoyance, or be offensive to the council or to occupiers of neighbouring huts or to people passing by the site.
  - (d) Play, broadcast or amplify music or sound which may be audible outside the hut or use any amplifying equipment.
  - (e) Carry on any trade, business, art or profession in the hut or use the hut for storage purposes.
  - (e) Make any alterations to the site or place, on any part of the exterior of the hut any bill, notice, doorplate, sign or advertisement.
  - (f) Keep any animals at the hut.
3. On non-payment of the licence fee for 14 days after it is due, or following a breach of any of the terms and conditions set out in this licence this licence shall end.

## **Hove beach huts Terms and conditions of licence**

4. 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 fixed to the door of the hut. Any notice to be given to the council shall be sent to the Seafront Manager at The Seafront Office, 141 King's Road Arches, Brighton BN1 2FN
5. The council shall not be responsible for any loss or damage to the hut or the Licensees' property or any other property whatsoever as a result of the use of the hut.
- 6.(a) The Licensee shall be entitled to terminate this licence as at the 31<sup>st</sup> March in any year by giving to the council at least one month's previous written notice to that effect and on such termination the provisions of sub-paragraph (d) below shall apply.
  - (b) This licence is personal to the Licensee and accordingly on the sale or other disposal of the hut or on the death of the Licensee this licence shall forthwith terminate
    - (i) subject to the provisions of sub-paragraph (d) below, and
    - (ii) subject to payment of the council's administration charges of £78.50 for so doing
    - (iii) the council may be prepared thereafter to grant a fresh licence or rights to use the site to a purchaser or subsequent owner of the hut or (as the case may be) to the personal representatives of the Licensee or to some other person(s) appearing to the council to be entitled to the hut as successor(s) to the Licensee.
  - (c) This licence may be determined by the council by at least one month's 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 to the provisions of sub-paragraph (d) below and subject to the council refunding part of a then current licence fee.
  - (d) In the event of the termination of this licence under the provisions of sub-paragraph (a), (b) or (c) above the licensee or his, her or their personal representative(s) shall (if required by the council to do so) forthwith remove the hut and clear the site at his, her or their expense and on his, her or their failure to do so the council shall be entitled to carry out such removal and clearance at the expense of the Licensee or his, her or their personal representative **and** if the 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 hut.
7. This agreement is entered into by the council as freeholders of the Esplanade and nothing contained in this agreement shall affect the powers, authorities and rights of the council as local authority or as owners of any other property.
8. 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 hut as necessary.
9. Upon the sale of a beach hut the council will only consider applications for new licences from purchasers after 3 years of the date hereof and upon proof of Brighton & Hove residency. Extenuating circumstances may however be considered.