

Swale Borough Council Beach Huts Provision –
A discussion paper for Policy Development and Review Committee
6th November 2018

Given that there has not previously been a Strategy or Policy for the above topic area, officers felt we wanted to involve PDRC at an early stage in setting the direction.

Rather than a full draft, this initial stage is very much a discussion paper to seek views on the vision and future direction of the beach hut service. Therefore the discussion is more about the general principles set out on the following pages rather than the final wording or flow of the document.

To help guide the discussions we have a number of questions that should allow members of the committee to put across their queries.

- Do you agree with the Vision and Objectives?

- Do you feel anything is missing in the Keys to Success?

- Principles – are they happy with Leysdown and Minster being the main locations?
- Principles - should we provide any other ancillary provision?
- Principles – is the current application/waiting list and allocation process fair/transparent?
- Principles – should we charge to be on the waiting list?
- Principles – is the resale policy the right approach?
- Principles – is the licencing approach enough to maintain standards – should we be less or more prescriptive?
- Principles – pricing policy, does this cater for premium and local community access to the service?

- Future developments – should we look to expand the current offer?

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1.0 Executive Summary

Along the Swale coast there are currently 55 beach huts either directly owned and managed by Swale Borough Council (SBC) or privately owned and sited on land under Borough Council control. Some are supported by well organised local Beach Hut Associations.

Beach huts are an important feature of Swale life and are part of the marketing of Swale as a visitor / tourist destination.

Beach huts not only offer a popular recreational activity including encouraging use of the seaside for local people, they also bring in families and visitors from outside the Borough. The current ownership of beach Huts in Swale is divided 60% locally owned (live in the Borough) and 40% owned by non-residents.

Nationally, opinion about the value of beach huts is divided. The huts are seen as vitally important aspects of the local tourist/visitor economy but have also been quoted as 'self-sufficient units', encouraging little in the way of local purchases.

The recent Council capital investment in providing new huts for rental or purchase is summarised below with a detailed spreadsheet shown in appendix 3. It shows that the net capital receipt over the four year period was £101,123.

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Year & location	New huts built	Construction & services costs £	Capital Receipts £	Number of huts sold	Number of huts for rental
2013/14 Minster Lees	10	23,390			
2014/15 Minster Lees	15	32,175	-151,666	19	6
2016/18 Leysdown	20	68,224	-75000	9	11
total	45	123,789	-226,666	28	17

The net revenue income has increased from £13,385 in 2016/17 to a projected income of £26,760 for 2018/19 generated by the annual licence 'ground rent' of £375 payments by hut owners or the annual hut rent fee of £1200.

There has been no past strategy in relation to beach huts in Swale and no development of principles with regard to them and the issues relating to maintenance and land use are due a review and appraisal.

Across the country the market for beach hut sales is private and largely unregulated and its success is dependent upon trust and confidence based on past history. SBC beach hut sites are currently offered on an annual basis either through hire or owning your own and paying a ground rent. Despite the apparent lack of security of tenure, beach huts can change hands for significant sums.

Demand for beach huts or a beach hut site from the Council remains high despite an economic slow-down. This is linked to the potential rewards than can arise from the instant re sale of beach huts on the open market with prices ranging from £15,000 to £30,000.

The Council is currently investigating a range of options with regard to existing beach hut sites and other seafront areas. This includes exploring options for new types of huts and the facilities within them in order to support wider tourism and inward investment objectives.

The introduction of further beach huts and the potential to sell or rent these under a variety of potentially different terms and conditions is an essential part of this policy.

Beach hut sites and the licences granted impose obligations on and initial expense to the Council which is positively offset against the revenue received. Maintenance of land, slopes, footpaths, toilets and provision of water supply are examples of this.

Issues around the appearance of beach huts, unauthorised extensions to them and safety features of the huts themselves is an area of concern and therefore the policy aims to create a set of standards that owners and occupiers of beach huts need to adhere to and are embodied in a legally binding licence.

The development of new licence agreements and new tariff structures as outlined in this document whilst adding some costs initially has the potential to also achieve additional revenue to help the Council maintain the coastline and to improve facilities along the coast.

2.0 Background

Swale Borough Council first permitted the provision of beach huts on our coastal areas in 2010. In 2013, twenty huts were built as part of a pilot project at Minster Leas with half provided by Minster Beach Hut Association and half by the Council.

Due to the success of the scheme, in 2015 another fifteen were authorised providing a total of thirty-five huts.

There was a mixture of sales, where the applicant paid a one-off capital sum to purchase the hut itself and then paid the Council a ground rent, or annual rentals where SBC maintained ownership of the hut and applicants paid a rolling annual payment.

In 2017 a further twenty huts were built at a new location within Leysdown Coastal Park. This location was offered on the same basis as Minster with sales and annual rentals although it is felt that the future may offer shorter rental periods for the holiday market such as weekly hires as provided by other coastal local authorities.

Each site had basic provision available in the form of water standpipes however Leysdown also offers close parking and toilet facilities.

Whilst we haven't had a formal policy previously a number of actions have been undertaken. These are summarised in Appendix I.

3.0 Vision

To create a framework for service provision which will ensure the continued popularity and the quality of offer of Beach Huts in Swale, and to transform the stated objectives and aspirations into reality.

4.0 Objectives

The objectives for the Beach Huts service at Swale Borough Council are to provide a customer-focused, efficient, quality service, seeking income opportunities which will enable:

- Improved seafront assets
- Increased awareness of local seafront issues,
- Support for destination tourism and the inward investment strategies of the Council
- To generate sufficient income for continuing to contribute to delivering the Council's medium term financial plan
- A pricing policy to meet operating costs, future maintenance requirements and to enable investment for developing opportunities for further beach hut provision

5.0 Keys to Success

1. Increasing the popularity and the use of beach huts in Swale

2. Improved infrastructure supporting existing and future beach hut provision
3. New pricing and income as part of a business plan to support 1 and 2 above
4. Improved appearance and range of use of beach huts and beach hut sites
5. Improved consistency of beach hut standards
6. Develop strategies and policies for ensuring beach huts contribute positively to the local economy

6.0 Principles of the Beach Hut Service

a) Provision of Beach Huts & Alternative Provision

Swale's beach hut provision is in its infancy and so differs when compared with other Councils who have a well-developed and mature stock with their origins of providing beach huts, whether public or private sector stretching back to the Victorian period.

This was when wooden bathing machines on wheels were pulled into the water by horses so Victorian modesty was preserved by allowing bathers to slip discreetly into the water. Over time wooden bathing machines lost their wheels and ended up on the new promenades as changing huts.

Many of those coastal local authorities also have extensive sandy /pebble beaches and well developed coastal infrastructure. The Swale coastline is predominately mud flats and estuary landscape. This narrows down beach hut development sites to the Isle of Sheppey and principally Minster Leas & Leysdown.

Consideration will be given to providing additional beach huts by utilising the existing Council sites so a cluster of facilities can be developed at Minster Leas & Leysdown such as running water, toilets, barbecue, rubbish disposal and parking where space permits. This will reinforce the aim of improving the quality of the sites.

Where possible the Council should encourage the provision of café concessions in close proximity to the sites to both provide a seasonal service to hut users and visitors and also generate additional income for the Council.

Swale currently offers a standard style of beach hut, 3m x 3m, with a front balcony and steps. The style will be used for any future hut additions to ensure there is a unity of design.

There are different beach hut type facilities across the world and in recent times many new ideas for daytime camping have been developed. These include, amongst other things, alternatives to the traditional beach hut provision with beach huts that offer different designs and opportunities that attract a range of different users.

The introduction of new beach hut site locations could be a second phase of work, exploring options for the development of possible 'boutique sites' for high quality beach pods with fully serviced facilities to attract a new segment of users and visitors.

The principal idea could attract possible developer interest or a joint venture with the Council.

Any proposals for such a development will need to recognise the impact on the community, planning guidance and consideration of local issues and in particular Visitor Economy Framework & Regeneration strategies for the Borough.

Any forward plan should incorporate ideas or provision for exploring alternative options which may increase the type of beach hut user and attract a different user.

b) Optimising Usage & Satisfying Demand

To achieve optimising usage and satisfying demand is a balancing act between flooding the market by creating high quantities of beach huts in a short period and maintaining a position of them being a sought after provision.

Fortunately at present, the demand for beach huts in the Borough remains high. The Council does hold a waiting list of 161 interested persons, the majority expressing a preference for Minster over Leysdown, recognising that the Leysdown site only came on stream in June 2018.

In order to manage a fair and transparent service there are a number of key elements in place;

- Application process – these are accepted via telephone or email to SBC customer services. Name and contact details are taken along with the applicant's preference on location.
- Allocation – when a hut becomes available or when we construct new huts, offers are made to those on the waiting list. The waiting list is managed on a strict 'date of application' priority to ensure a fair allocation. If the resident at the top of the list declines the offer then the offer is moved the next person and so on. At the time of declining an offer we ask if they wish to remain on the list. This can be a laborious task. In order to resolve this it is recommended that when an offer of a hut to buy or rent is made to a person on the waiting list, there is a maximum of 28 days to either accept or decline the offer.

- Licencing – once an agreement is made, the legal documents are sent out for all parties to sign. These licences ensure that applicants adhere to a set of standards and behaviours. See appendix II for the current licences for annual hire and owner ground rent.

The constant problem for all local authorities who manage beach huts is maintaining accurate lists of interested persons as people move away or are no longer interested but forget to advise the Council. To address this issue, it is proposed that the Council introduces a £25 non-refundable fee for any person who wishes to register their interest. At this stage they will also be provided with a draft licence and basic handbook (both of which will also be available online) to help the prospective user understand that there are legal obligations that they must comply with and general rules such as no overnight sleeping, no sub-letting, no BBQ's etc.

Resales

Nationally, the private market for beach huts and beach hut sales remains reasonably buoyant but turnover and sales are subject to overall downturn in the property market. However this is not currently evident in Swale as previous releases have resulted in the full capacity of sales and rentals.

In order to ensure that those on the waiting list are not by-passed not being aware of those being sold, the licence includes a clause that existing owners have to offer their hut for sale to the SBC waiting list first.

They need to complete a Beach Hut sale form and the allocation follows the same process as above. SBC does not dictate a set resale price and if nobody on the waiting list wants to purchase the hut for sale then it can be offered on the open market.

There is also a clear demand from local residents for “affordable” access to beach huts and opportunities also exist to stimulate demand from both inside and outside the Borough and to extend the range of people with access to a beach hut.

Marketing of beach huts

Web marketing and marketing from more traditional sources has not been previously undertaken on any scale. Active marketing represents an opportunity to increase demand. However, careful or prudent management of any marketing or development of additional beach huts is required to prevent instability in the existing market.

There are legal issues to investigate and some risks associated with the local authority operating in a ‘private market’. This can be explored further with nearby Canterbury City Council who market specific prime huts/high sites on the open market through a commercial property agent.

c) Standard of Maintenance & Appearance

These standards apply to both the appearance of the individual beach hut (which is the owner's responsibility) and also to the land and surrounding areas upon which beach huts are present (the responsibility of the Council).

All beach hut areas and individual beach huts should be maintained to a high standard which in turn will support priorities for tourism and inward investment.

This will include sound structures and agreed additional features of individual beach huts including the surface layouts and boundaries as well as the general attractiveness of the appearance of beach huts.

This also includes the continuation of offering a palette of suggested colours for owners to comply with when painting their hut, which is a requirement of the licence once every two years (or within the first month from the licence being granted).

All sites are to be kept clean, with adequate litter bins in place and regular collection and emptying. There will be regular grass cutting throughout the main season.

Currently there is no planned programme of repairs just ad-hoc responses to Hut owner requests. It is proposed that for the main summer months there is a part time seafront warden that can carry out basic repairs, liaise with and support hut owners.

The existing seafront budget is limited in providing for maintenance of beach huts sites including the slopes and footpaths around them. However, adoption of the principles for improving revenue potential, or the raising of capital will help to implement a number of minor improvements. This also has the potential to ensure improvements or the betterment of sites, as opposed to only maintenance to the minimum standard.

d) Security

All beach hut areas should offer a safe environment for the public to enter and for users to enjoy with the confidence of their own safety, as well as the protection of their investment.

Our aim is to promote and support Beach Hut Associations with regard to security issues by exploring possible summer patrol options by joint working with Council staff and Beach Hut volunteers.

e) Pricing Structure

We currently offer two methods of payment for our beach huts.

- Sale – applicants purchase a beach hut from SBC. They become the owner of the hut itself and are responsible for all on-going costs relating to it. They then pay an annual ground rent to SBC for placing the hut on our land.
- Annual Rental – on this option, SBC remains the owner of the hut and is responsible for structural repairs. Applicants are responsible for painting and general upkeep. For this an annual hire charge is paid to SBC by the applicant.

Other coastal areas also offer shorter term rentals (daily/weekly/fortnightly). As mentioned elsewhere, this tends to be in traditional seaside towns where the Council either employs a specific seafront team or commission the service out. SBC could offer this service but some further feasibility work is required.

The prices for beach huts are set annually as part of the Council's standard 'Fees and Charges' process. New owners or hirers will either be subject to annual price changes or a fixed amount for a 3 year period. Prices will be set according to the local market and reviewed against other coastal areas.

In addition to income from the development of new beach huts it is possible to develop additional income by means of new or alternative tariff structures or pricing strategies in order to support tourist and inward investment opportunities along the coast.

A more radical examination of tariff structures should consider the market values of beach huts and how this can be fully utilised for the benefit of the Borough.

Examples include different rates for prime locations and differing rates for front row or second tier within locations in addition to different rates for additional structures such as verandas, patios or other additions to the beach hut site.

7.0 Consultation

Regular consultation is to be undertaken with:

- Beach Hut Associations, all hut owners / users
- Representatives of the local community (parish councils/seafront user groups)
- Portfolio Holder(s) and Cabinet

At present the Council receives feedback by means of regular meetings with local Beach Hut Associations, individual hut owners, Parish Councils and Borough ward

Councillors as well as the web based information and enquiry/complaint system for the Council.

8.0 Future Developments

The objective of any policy in relation to beach huts is to perform effectively to the above principles and detailed below are actions within a general plan to support the policy objectives.

In addition, the introduction of a self-sustaining financial business model will offer options for the introduction of new beach huts and improvements to seafront assets and infrastructure in line with the aims of this strategy.

The business plan guide if adopted and followed will:

- Ensure that owners maintain beach huts to an acceptable standard.
- Address known maintenance requirements of existing sites.
- Highlight additional income opportunities designed to support beach hut policies as well as to contribute towards the maintenance of the Boroughs coastline.

There are a number of beach hut sites across the Borough where additional beach huts can be located. The potential for income will depend upon:

- The cost of building and the location of new beach huts which vary dependent upon location – some areas can be “infilled”, others require new supporting infrastructure such as bearers.
- The level of rent received from beach huts – this could vary from area to area
- Whether beach huts are sold and capital receipts obtained – varies according to demand in certain areas and the council’s mid-term financial strategy.

Short Term – 12 to 24 months

- 1) Review the Beach hut waiting list and process
- 2) Review the Beach hut licence to ensure it fully protects the Council’s standards and charging policy.
- 3) Develop a proposal to install 25 new beach huts along Minster Leas promenade along with new toilet provision.
- 4) Agree a policy of sale for capital receipt to fund the provision of new facilities to support the clustering of additional huts and rental for maximum revenue or mixture of both so 40% capital / 60% revenue generating.

Medium Term - 24 months to 3 years

- 5) Evaluate outcome of short term goals
- 6) Deliver projects:
 - small sites for new huts identified
 - improve appearance of beach huts generally and measure improvement
 - produce new tariff structures
- 7) Preparation of work aimed at delivering longer term tourism and inward investment objectives in relation to beach huts or beach hut sites such as the recent improvement of the Minster Leas promenade

Longer Term - 3 to 5 years

- 8) Review options for service delivery

Work up proposals for “infilling” gaps with additional single beach huts at certain locations and/or the introduction of new beach huts in larger numbers in other areas. Capital receipts for beach huts can form part of business planning for improvements to beach hut areas and to support the Council’s wider tourism and inward investment strategies.

9.0 Summary

Using an assessment of individual beach hut sites available and investigating potential larger areas for development, it is possible to demonstrate where additional income can be achieved by the Council to set against requirements for increased expenditure/income generation.

In addition to actions designed to support the key policies in relation to beach huts there are anomalies and inconsistencies relating to beach hut areas and beach hut provision across the Borough which can also be addressed by developing detailed policies and actions as summarised earlier.

To achieve a successful outcome, any plan will require a careful balance between the incomes likely to be derived from initiatives, set against the cost of implementing others.

The cost of constructing a beach hut to standards has already been established by securing the best contractor in accordance with The Council’s procurement and financial procedure rules. The potential return on investment in any beach hut

location will be dependent upon costs of construction and installation and subsequent demand for beach huts and the open market value in specific locations

The broader issues in relation to delivering the business plan and meeting policy objectives within this plan /strategy will require good partnership working within the Council and with outside partners.

Achievement of the policies and proposals within this strategy will provide significant support for the Councils tourism and inward investment strategies as well as assisting the financial strategy of the Council.

Appendix 1 - Recent actions/future suggestions to improve the Council's beach hut processes

Process	Action
Website Actions	<ul style="list-style-type: none"> • Details of the waiting list – Is it open or closed because of the current volume of people already on the waiting list.& details of deposit system • News about the beach huts to include availability and the next phase due to be built. • Link to a sample Licence so that potential hut owners are aware of the legal conditions and use restrictions • Costs • The payment process
Share Point	<ul style="list-style-type: none"> • Created a share-point site to notify Business Rates, Legal & Finance
Waiting List	<ul style="list-style-type: none"> • Reviewed waiting list & cleansed. Identify who wants to remain on the list and who wants to be removed. • Suggest - Mailshot giving an update on the current situation and the process that we take, the waiting list and costs and conditions.
Correspondence Review	<ul style="list-style-type: none"> • Reviewed correspondence issued to our customers to ensure it is clear and concise.
Payment Review	<ul style="list-style-type: none"> • Promote electronic payments/auto receipts to move customers away from cash & cheque payment methods
	<ul style="list-style-type: none"> • Created a fail-safe device/process to reduce the need to chase payments e.g. set up Direct Debit process for those that want to pay in instalments or take bank details at on-set of acceptance.
Key Issuing Process	<ul style="list-style-type: none"> • Created a procedure for the key issuing detailing the steps to take and the responsibilities

Appendix 2 - Standard Beach hut Licences

SAMPLE1. LICENCE FOR HUT PURCHASE: GROUND RENT

DATED

LICENCE

relating to

Beach Hut Number xx on Land at The Leas Minster on Sea Sheerness Kent

between

SWALE BOROUGH COUNCIL

- and -

Mid Kent Legal Services
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 4HT

Ref: S006168

THIS LICENCE is dated

PARTIES:

1. **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the Council)
- 2.

WHEREAS:

1. The Council is the freehold owner of the land known as The Leas Minster on Sea Sheerness Kent (the Land) which is registered at the Land Registry under title number K947473
2. .

2. The Council has agreed to allow the Licensee to use the Beach Hut (the Beach Hut) which is owned by the Licensee and constructed on the Land in accordance with the terms and conditions hereinafter contained

NOW THIS DEED WITNESSES as follows:

1. In consideration of the annual licence fee of THREE HUNDRED and SEVENTY FIVE POUNDS (£375.00) payable in advance by the Licensee to the Council on the date hereof the Council HEREBY GRANTS unto the Licensee FULL RIGHT and LIBERTY for the Licensee to use and occupy the land on which the Beach Hut number XX is situated as identified edged red on the attached plan for the term of one year beginning on and including 1 April 2018 and ending on 31 March 2019 and thereafter from year to year subject to the terms and conditions hereinafter contained
2. The Licensees agree with the Council as follows:
 - 2.1 To pay business rates when demanded by the Council and to pay any other rates taxes duties charges assessments and outgoings whatsoever which are now or which may at any time during the term of this Licence be assessed charged imposed or payable in respect of the Land
 - 2.2 The Licensee shall pay to the Council VAT on the annual licence fee and any other sum payable to the Council to the extent lawfully due on any sums demanded by the Council
 - 2.3 Not to use the Land otherwise than as a private Beach Hut for recreational purposes ancillary to the use of the adjoining beach
 - 2.4 Not to store or allow to be stored anything in the Beach Hut or on the Land other than items ancillary to the enjoyment of the beach.
 - 2.5 Not to store on the Land or in the Beach Hut any flammable mixtures including gases

- 2.6 Not to keep animals on the Land or in the Beach Hut. Dogs are permitted during the day but must be accompanied by the Licensees at all times and must not be kept in the beach hut overnight
- 2.7 Not to use or allow to be used the Beach Hut for sleeping overnight
- 2.8 To use the Beach Hut between the hours of 05:00 and 23:00 only
- 2.9 Not to place or display any hoarding advertising board posters or pictures on the Beach Hut without the consent of the Council
- 2.10 Not to do or permit to be done any act or thing which is or may become a nuisance annoyance or disturbance to the Council or to others in the neighbouring premises or to other persons using the beach foreshore or promenade or to people passing the Land
- 2.11 Not to barbecue food in the Beach Hut or on the Land
- 2.12 Not to carry on any trade business or profession in the Beach Hut or on the Land
- 2.13 Not to deposit or permit to be deposited on the Land or any other part of the beach or foreshore belonging to the Council any bottles paper or rubbish or other refuse of any kind and to ensure that any such rubbish or other refuse is removed at all times
- 2.14 To maintain repair and keep in a clean and tidy condition the Land and the Beach Hut to the full satisfaction of the Council
- 2.15 Apply an appropriate coloured paint or preservative (that has been approved by the Council in advance) to the external elevations of the Beach Hut at least once every two years
- 2.16 To keep the Beach Hut locked and secured and with the Beach Hut number clearly displayed on the front of the Beach Hut
- 2.17 To repair acts of any vandalism in a timely manner (including the removal of graffiti)
- 2.18 Not to erect any other building or structure on the Land or make any alteration or addition to the Beach Hut without the consent of the Council
- 2.19 To indemnify the Council and keep them indemnified from and against all losses damages actions costs claims demands proceedings and expenses arising from damage to property or death of or injury to any persons either directly or indirectly as a result of this licence
- 2.20 To permit the Council or its duly authorised Officers to enter upon the Land at all times in order to examine the condition of the Beach Hut or for any other purpose they see fit
- 2.21 To allow the Environment Agency local coast protection authorities or their agents to enter the Beach Hut in order to inspect or carry out any sea defence works
- 2.22 To be responsible for insuring the Beach Hut and any contents of the Beach Hut against loss or damage by fire and other insurable risks

- 2.23 To advise the Council within one calendar month of any change of address or contact details and pay to the Council an administration fee for recording the change if demanded
3. It is hereby further agreed as follows:
- 3.1 The Licensees shall not sub-let or part with possession or responsibility of the Beach Hut or the Land or any part thereof
- 3.2 The Licensees may bring this Licence to an end by giving the Council not less than one month's notice in writing at any time in which case the Licensees shall not be entitled to any rebate of the annual licence fee
- 3.3 If there shall be any breach of these conditions or if the annual licence fee has not been paid within 28 days after the payment was due the Council shall be entitled to terminate this licence and require the removal of the Beach Hut from the Land either:
- 3.3.1 at any time after 28 days- notice has been given of non-payment of the annual licence fee and where the licence fee (or part) remains unpaid;
- 3.3.2 at any time if the Council has served a notice on the Licensees to remedy any other breach and after 28 days of the notice the breach has not been complied with;
- 3.3.3 If the Council gives notice of termination the Licensees shall have one month to remove the Beach Hut and its contents and if they fail to do so the Council may, remove the Beach Hut or sell the Beach Hut and its contents (provided it promptly gives notice to the Licensees of its intention to sell and store the contents before doing so) and the Licensees will be liable for any associated costs
- 3.4 When selling a Beach Hut the Licensees shall submit a request to transfer the licence together with a fee of three times the annual rent or ten per cent (10%) of the sale value whichever is the greatest
- 3.5 Upon determination of this licence the Licensees shall remove the Beach Hut from the Land and restore the Land to its former condition if required by the Council
- 3.6 No claim for rebate of the licence fee shall be made against the Council in the event of the Beach Hut being damaged or otherwise rendered unusable from any cause whatsoever
- 3.7 The Council shall not be responsible for any damage accidental or otherwise that may occur to the Beach Hut or its contents therein or for any injury to the owner or visitors to the Beach Hut
- 3.8 Any notice to be served on the Council under the terms of this licence shall be in writing and shall be deemed to be sufficiently served on the Council if sent by first class post addressed to the Seafront Officer Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT
- 3.9 This licence is personal to the Licensees only and the Licensees shall not assign the right hereby granted to any other person

3.10 This agreement constitutes a licence only and confers no tenancy or lease upon the Licensees nor shall anything herein contained whether express or implied shall grant to or confer on or be construed as granting to or conferring on the Licensees any estate or interest in the said Land which shall remain in the possession of the Council subject only to the rights hereby granted

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

SIGNED as a DEED for and on behalf of)
SWALE BOROUGH COUNCIL)

Head of Legal /Authorised Officer

SIGNED as a DEED by the said)
in the presence of:)

Witness Signature.....

Witness Name.....

Address.....

.....

.....

Occupation.....

SAMPLE2. ANNUA LICENCE FOR COUNCIL OWNED RENTED BEACH HUTS

DATED

SWALE BOROUGH COUNCIL

- and -

LICENCE FOR BEACH HUT NUMBER XX
on Land at The Leas Minster on Sea Sheerness Kent

Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 4HT

THIS LICENCE is made the _____ day of _____ 20xx

BETWEEN:

4. **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT ('hereinafter called "the Council")
5. (hereinafter called "the Licensee")

WHEREAS:

3. The Council is the freehold owner of the land known as The Leas Minster on Sea Sheerness Kent (hereinafter called "the Land") which is registered at the Land Registry under title number K947473
4. The Council has agreed to allow the Licensee to use and occupy a private beach hut (hereinafter called "the beach hut") on the Land upon the terms and conditions hereinafter contained

NOW THIS DEED WITNESSES as follows:

2. In consideration of the yearly sum of ONE THOUSAND TWO HUNDRED POUNDS (£1200.00) payable in advance by the Licensee to the Council on the date hereof the Council HEREBY GRANTS unto the Licensee FULL RIGHT and LIBERTY for the Licensee to use and occupy the beach hut on the Land shown edged red and numbered XX on the plan attached hereto such right to commence from 1 April 2018 for an initial term of three years subject to the terms and conditions hereinafter contained
3. The Licensee shall pay to the Council VAT on the yearly sum and any other sum payable to the Council to the extent lawfully due on any sums demanded by the Council.
3. The Licensee agrees with the Council as follows:
 - 6.1 To pay business rates when demanded by the Council and to pay any other rates taxes duties charges assessments and outgoings whatsoever which are now or which may at any time during the term of this Licence be assessed charged imposed or payable in respect of the Land
 - 6.2 Not to use the Land otherwise as a private beach hut for recreational purposes ancillary to the use of the adjoining beach
 - 6.3 Not to store or allow to be stored anything in the beach hut or on the Land other than items ancillary to the enjoyment of the beach.
 - 6.4 Not to store on the Land or in the beach hut any flammable mixtures including gases

- 6.5 Not to keep animals on the Land or in the beach hut. Dogs are permitted during the day but must be accompanied by the Licensee at all times and must not be kept in the beach hut overnight
- 6.6 Not to use or allow to be used the beach hut for sleeping overnight
- 6.7 To use the beach hut between the hours of 05:00 and 23:00 only
- 6.8 Not to place or display any hoarding advertising board posters or pictures on the beach hut without the consent of the Council
- 6.9 Not to do or permit to be done any act or thing which is or may become a nuisance annoyance or disturbance to the Council or to others in the neighbouring premises or to other persons using the beach foreshore or promenade or to people passing the Land
- 6.10 Not to barbecue food in the beach hut or on the Land
- 6.11 Not to carry on any trade business or profession in the beach hut or on the Land
- 6.12 Not to deposit or permit to be deposited on the Land or any other part of the beach or foreshore belonging to the Council any bottles paper or rubbish or other refuse of any kind
- 6.13 To keep the Land and the beach hut in a clean and tidy condition to the full satisfaction of the Council
- 6.14 Apply an appropriate coloured paint or preservative (that has been approved by the Council in advance) to the external elevations of the beach hut at least once every two years with the first application being made within the first month of the grant of this Licence
- 6.15 To keep the beach hut locked and secured and with the beach hut number clearly displayed on the front of the beach hut
- 6.16 Not to erect any other building or structure on the Land or make any alteration or addition to the beach hut without the consent of the Council
- 6.17 To indemnify the Council and keep them indemnified from and against all losses damages actions costs claims demands proceedings and expenses arising from damage to property or death of or injury to any persons either directly or indirectly as a result of this Licence
- 6.18 To permit the Council or its duly authorised Officers to enter upon the Land at all times in order to examine the condition of the beach hut or for any other purpose they see fit
- 6.19 To allow the Environment Agency local coast protection authorities or their agents to enter the beach hut in order to inspect or carry out any sea defence works
- 6.20 To be responsible for insuring any contents of the beach hut against loss or damage by fire and other usual risks

- 6.21 To advise the Council within one calendar month of any change of address or contact details and pay to the Council an administration fee for recording the change if demanded
7. It is hereby further agreed as follows:
- 7.1 The Licensee shall not sub-let or part with possession or responsibility of the beach hut or any part thereof
- 7.2 The Licensee may bring this Licence to an end by giving the Council not less than one month's notice in writing at any time in which case the Licensee shall not be entitled to any rebate of the licence fee
- 7.3 If there shall be any breach of these conditions or if the annual licence fee has not been paid within 28 days of demand or within the first two years of this Licence the Council shall be entitled to terminate the Licence either:
- 7.3.1 at any time after 28 days-notice has been given of non-payment of the Licence Fee and where the Licence Fee (or part) remains unpaid;
- 7.3.2 at any time if the Council has served a notice on the Licensee to remedy any other breach and after 28 days of the notice the breach has not been complied with;
- 7.3.3 If the Council gives notice of termination the licensee shall have one month to remove and any contents in the beach hut and if they fail to do so the Council retains the right to remove and dispose of them
- 7.4 The Council will keep the beach hut insured against damage or destruction by fire and other usual risks
- 7.5 In the event of the beach hut being damaged or otherwise rendered unusable from fire or other usual risks a refund of the Licence fee shall be granted on a pro rata basis
- 7.6 The Council shall not be responsible for any damage accidental or otherwise that may occur to the contents of the beach hut or for any injury to the owner or visitors to the beach hut
- 7.7 Any notice to be served on the Council under the terms of this Licence shall be in writing and shall be deemed to be sufficiently served on the Council if sent by first class post addressed to the Seafront Officer Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT
- 7.8 This Licence is personal to the Licensee only and the Licensee shall not assign the right hereby granted to any other person
- 7.9 This agreement constitutes a Licence only and confers no tenancy or Lease upon the Licensee nor shall anything herein contained whether express or implied shall grant to or confer on or be construed as granting to or conferring on the Licensee any estate or interest in the said Land which shall remain in the possession of the Council subject only to the rights hereby granted

IN WITNESS whereof the parties have set their hands the day and year first before written

SIGNED as a DEED for and on behalf of)
SWALE BOROUGH COUNCIL

SIGNED as a DEED by the said)
 in the presence of:)

Witness Signature.....

Witness Name.....

Address.....

.....

.....

Occupation.....

Appendix 3 – new build huts .Capital costs and capital receipts summary

2013/14 Beach Huts, Minster Leas, Sheppey	Construction	21,390.00	New build x 10 huts
2013/14 Beach Huts, Minster Leas, Sheppey	Capitalised Fees And Charges	2,000.00	
2013/14 Beach Huts, Minster Leas, Sheppey		23,390.00	
2014/15 Beach Huts, Minster Leas, Sheppey	Capital Constuction - CIS Works	32,175.00	New build x 15 huts
2014/15 Beach Huts, Minster Leas, Sheppey		32,175.00	
2015/16 G.F - Cap. Receipts Unapplied	Capital Receipts (Vatable) Unapplied	-151,666.63	Sold x 19 huts
2016/17 Beach Huts, Leysdown, Sheppey	Construction	46,579.98	New build x 20 huts
2016/17 Beach Huts, Leysdown, Sheppey	Capitalised Fees And Charges	2,050.00	
2016/17 Beach Huts, Leysdown, Sheppey		48,629.98	
2017/18 G.F - Cap. Receipts Unapplied	Capital Receipts (Vatable) Unapplied	-74,999.97	Sold x 9 huts
2017/18 Beach Huts, Leysdown, Sheppey	Construction	0.00	
2017/18 Beach Huts, Leysdown, Sheppey	Capital Constuction - CIS Works	19,594.95	Standpipe and fencing
2017/18 Beach Huts, Leysdown, Sheppey		19,594.95	
			Note:
	Total Capital Expenditure 2013/14 - 2017/18	123,789.93	6 rental huts remaining Minster @ 31/3/2018
	Total Capital Receipts 2013/14 - 2017/18	-226,666.60	11 rental huts remaining Leysdown @ 31/3/2018