

Beach Hut Policy 2023



Foreword by Chair of Regeneration and Property Committee

Swale is proud of our coastal heritage and strives to offer the best facilities possible for local residents and visitors alike. Our Visitor Economy Framework sets out an ambitious plan to 'enhance our beaches, coastal and country paths and open spaces and 'to improve visitor services and facilities'. The success of the existing beach huts is another indicator that our coastal offer is attractive.

This policy looks to maintain the success of the existing provision and sets the standards we want to achieve. We also set out how the future of the beach hut service may look.

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1.0 Executive Summary

Despite the success of previous developments in the Borough, there has not been a policy for beach huts in Swale and no development of principles with regard to their use. The purpose of this document is to set out a number of priorities to guide the Council's future management of its beach hut service and to also inform residents and visitors of future plans.

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.

Beach huts are an important feature of Swale's leisure life and are part of the marketing of Swale as a visitor / tourist destination. The Swale Visitor Economy Framework cites beach huts as a priority.

Beach huts not only offer a popular recreational activity encouraging use of the seaside for local people, but they also bring in families and visitors from outside the Borough. The current ownership of beach Huts in Swale is divided approximately 89% locally owned (live in the Borough) and 11% 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.

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 however closely controlled and currently offer options through direct rental from the Council or owning your own and paying the Council a ground rent.

Demand for beach huts from the Council remains high despite an economic slow-down. The waiting list remains very long despite having been reassessed and people remain committed when the next huts become available. The introduction of further beach huts and the potential to sell or rent these is therefore 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 the 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 can be an area of concern for residents and therefore the policy aims to document the 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 the beach hut service has the potential to achieve additional revenue to help the Council meet the future challenges of the Medium Term Financial Strategy and ensure there is resource to 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 has basic provision available in the form of water standpipes, parking and toilet facilities.

3.0 Vision

To create a clear framework for service provision, which will ensure the continued popularity and the quality of offer of Beach Huts in Swale. We want 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 income to contribute to delivering the Council's medium term financial strategy

4.0 Keys to Success

- Increasing the popularity and the use of beach huts in Swale
- Improved infrastructure supporting existing and future beach hut provision
- A pricing policy to meet operating costs, future maintenance requirements and to enable investment to develop further beach hut provision.
- Improved consistency of beach hut standards

5.0 Principles of the Beach Hut Service

a) Provision of additional Beach Huts

Swale's beach hut provision is still 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.

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. The large scale sea defences also inhibit further locations. Consideration will therefore be given to providing additional beach huts at the existing Council sites, so a cluster of facilities can be maintained/developed at Minster Leas & Leysdown such as running water, toilets, rubbish disposal and parking where space permits. This will reinforce the aim of improving the quality of the sites. Annual income from the beach huts is used to contribute to those facilities mentioned and to compliment local services for residents.

New sites may be possible and the Council will continue to look for suitable locations. Due consideration needs to be given to environmental issues and the impact on local residents when agreeing future developments. Key considerations are site security (both in terms of vandalism and tidal issues), availability of parking, proximity to local housing and the availability of ancillary services such as standpipes, cafes and toilets (or ability to create them).

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.

Any proposals for further development will need to recognise the impact on the community, planning guidance (the current design falls within permitted development) 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.

Priority 1 – The Council will investigate a range of options for provision of more beach huts across the Borough, focussing first on the existing sites and then pursuing other suitable locations.

b) Optimising Usage, Satisfying Demand and a fair Allocations policy

To achieve optimal usage and satisfying demand there 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. Following a recent review of the waiting list, there are currently 328 remaining on the list. There are 146 requesting a hut at Minster only, 13 at Leysdown only and 169 are happy with either location.

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

- i. Waiting List 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 and relevant permissions for future contact. There may be periods where we need to close applications to the waiting list. This will be triggered at 350. At this point applicants are given a copy of the draft licence and policy so they are aware of the legal obligations they will need to adhere to. The waiting list will be reviewed every two years and cleansed to keep current.

- ii. Allocation – when an existing 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 fairness. If the resident at the top of the list declines the offer, then the offer is moved to 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 long task, so 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 14 days to either accept or decline the offer.
- iii. Licencing – once a verbal 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 I for the current licences for annual hire and owner ground rent. These are reviewed regularly by our legal team to ensure terms and conditions remain relevant and up to date and existing users can be asked to transfer to an updated licence as required.
- iv. 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, 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.

- v. Marketing – should waiting list numbers drop to a low level the Council will actively market the opportunities for beach huts using a range of web, print and social media channels. Our website will offer clear information including but not limited to ‘how to apply’, copies of the draft licences, future development plans.
- vi. Disabled access – the current design of the huts may cause access issues for people. This Policy will ensure future schemes consider design options for at least, one location in the Borough and will add in optional monitoring of disability information as part of the waiting list application process to allow us to identify demand accordingly.

Priority 2 – The Council will operate an open and transparent beach hut waiting and allocation list with the aim of creating interest and satisfying demand for the service.

c) Standard of Maintenance & Appearance

Swale currently offers a standard style of beach hut, 3m x 3m, lifted off of the ground with a front balcony and steps. The same style will be used for any future hut additions to ensure there is a unity of design. The tenders for construction of huts will be used to ensure high build quality, improving specifications over time to provide longer lasting huts with minimal maintenance.

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 beach hut structures, tidy boundaries, as well as the general attractiveness and appearance of beach huts.

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.

The Council offers a set palette of 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). This ensures that the huts are uniformly presented and eradicates the chance of colour or design schemes that are not in keeping with the area.

All huts are required to be maintained regularly to keep aesthetics to a high standard and remove the chance of injury or accident from huts in a state of disrepair. Who repairs the hut is dependent upon ownership. Those who purchase huts are required under the terms of the licence to keep them in good repair, whilst rented huts are under the responsibility of the Council.

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 in this policy for improving revenue potential, or the raising of capital, will help to implement a number of improvements. This also has the potential to ensure improvements or the betterment of sites, as opposed to only maintenance to the minimum standard.

Owners are not permitted to make any alterations or extensions to their hut, except in the case of disabled access, which must be agreed with the Council prior to works commencing.

Priority 3 – The Council will uphold high standards of beach hut provision through sound construction, the licencing process and ensuring timely rectification of issues.

d) Security and anti-social behaviour

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. The licence requires hut owners to do their utmost to protect their asset, from robust locks and security measures to reducing risks by not leaving valuable items in the huts overnight.

We currently get no complaints regarding anti-social use of the beach huts. This is not the case in other coastal areas where short term lets are more prevalent or where terms and conditions do not adequately control use. We are confident that our licences give us all of the tools necessary to control misuse of the huts by owners or renters.

Our aim is to promote and support Beach Hut Associations with regard to security issues and anti-social use of them. Our seafront team have a regular presence to enable quick identification of potential issues.

Priority 4 – Work with existing beach hut associations and our public sector partners to reduce crime and anti-social behaviour and look towards new associations at other sites.

e) Pricing Structure

Many other Councils charge a non-refundable deposit for applying to be on the waiting list. It is proposed that all new applicants will be charged £30 for a purchase or £20 for a rental. When the applicant is successful in purchasing or renting a hut, the fee paid at the time of entering the list is deducted from the payment for the purchase or initial rental period.

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 has a much larger portfolio of huts and either employs a specific seafront team or commission the service out. SBC has recently added in a weekly hire charge into its fees and charges. Feasibility is underway to develop an online booking system and easy to manage administration e.g. key or code collection for access.

The prices for beach huts are set annually as part of the Council's standard 'Fees and Charges' process. Owners or hirers will be subject to annual prices changes. A number of factors will be taken into consideration when setting the fees. This includes the current

indexation levels, market analysis with other local areas offering the service to ensure we remain competitive, demand for the service as shown by the waiting list numbers, the costs of maintaining the area and administering the scheme and the fact that as a discretionary service local government legislation allows us to add a premium to help subsidise other services.

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. Examples include different rates for prime locations and differing rates for front row or second tier within locations.

Capital income (capital receipts) from the sale of huts can be used to reinvest in future huts or to support the Council's overall capital programme.

Priority 5 – Develop a flexible pricing structure that considers a range of factors and offers alternatives to allow accessibility for local and visitor interest.

6.0 Consultation

Regular consultation is to be undertaken with:

- Committee Members with the lead responsibility for this area and Ward Councillors.
- Beach Hut Associations, all hut owners / users
- Representatives of the local community (parish councils/seafront user groups)

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.

Consultation on individual future developments will also be undertaken.

7.0 Future Developments

The Council has recently consulted on two schemes to offer additional beach hut provision. This includes 12 additional huts at Minster Leas and 14 huts at Leysdown coastal park in a first phase followed by 46 more at Minster Leas in phase two.

The summary of the consultation can be found at appendix II. It is proposed that we move forward with phase 1 at Minster and Leysdown, but to undertake further work in relation to phase 2 at Minster Leas.

The intention is to continue with a yearly programme to install additional huts in order to satisfy the waiting list demand. As detailed above this will be done in line with the principles set out above.

8.0 Summary

By developing detailed policies, as summarised earlier, it will remove anomalies and inconsistencies relating to beach hut provision and help to provide a high quality beach hut service across the Borough.

Using an assessment of demand and identifying the ability to deliver additional provision in suitable locations, it is possible to demonstrate where additional income can be achieved by the Council to contribute to the medium term financial strategy.

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

Appendix I - Standard Beach hut Licences (subject to regular review)

For beach hut owners at all sites

DATED 2023

LICENCE

relating to

Beach Hut Number LEYXX on Land at
Leysdown Coastal Park, Leysdown-on-Sea, Kent

between

SWALE BOROUGH COUNCIL

- and -

XXXXXXXXXXXXXXXX

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

Ref: KW/S014508

THIS LICENCE is dated

PARTIES:

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

WHEREAS:

1. The Council is the freehold owner of the land known as Leysdown Coastal Park, Leysdown-on-Sea, Kent (the Land) which is registered at the Land Registry under title number K180884
2. The Council has agreed to allow the Licensee to use the Beach Hut (the Beach Hut) which is owned by the Licensee and is situated on part of the Land (the Site) in accordance with the terms and conditions hereinafter contained

NOW THIS DEED WITNESSES as follows:

1. In consideration of the annual licence fee of **XXXXXXXXXX (£XXXX.XX)** payable annually in advance by the Licensee to the Council. The Council HEREBY GRANTS unto the Licensee FULL RIGHT and LIBERTY for the Licensee to use and occupy the Site on which the Beach Hut number LEYXX which is situated on the Land as shown edged red on the attached plan beginning on and including the date of this licence for an initial term of three years and thereafter from year to year until the date on which this licence is determined in accordance with clause 3 and subject to the terms and conditions hereinafter contained
2. The Licensees agree with the Council as follows:
 - 2.1 to pay:
 - (a) to the Council the annual licence fee without any deduction the first such payment to be made on the date hereof and then annually thereafter
 - (b) to the Council 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 Site and the Land
 - (c) 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
 - 2.2 Not to use the Site or Land otherwise than as a private Beach Hut for recreational purposes ancillary to the use of the adjoining beach
 - 2.3 Not to store or allow to be stored anything in the Beach Hut or on the Land or on the Site other than items ancillary to the enjoyment of the beach.
 - 2.4 Not to store on the Land or on the Site or in the Beach Hut any flammable mixtures including gases
 - 2.5 Not to keep animals on the Site or in the Beach Hut. Dogs are permitted during the day but must be accompanied by the Licensee at all times and the Licensee must comply with the Councils Dog Control Orders.
 - 2.6 No dogs or other animals may 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 in any way part with the possession of the key provided by the Council to the Licensee for use by the Licensee only to access the gates and facilities on the Land or the Site and may only be used by the Licensee within the time set out in clause 2.9 of this Licence.
 - 2.10 Take full responsibility for the use and holding of the key and not duplicate the key or permit to be duplicated whether or not proved to be within the Licensees knowledge of duplication
 - 2.11 Not to place or display any hoarding advertising board posters or pictures on the Beach Hut without the consent of the Council
 - 2.12 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 Site or the Land
 - 2.13 Not to barbecue food in the Beach Hut or on the Land or on the Site
 - 2.14 Not to carry on any trade business or profession in the Beach Hut or on the Land or on the Site
 - 2.15 Not to deposit or permit to be deposited on the Land or on the Site 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
 - 2.16 To maintain repair and keep in a clean and tidy condition the Land and the Site and the Beach Hut to the full satisfaction of the Council
 - 2.17 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 the first application being made within the first month of the grant of this Licence
 - 2.18 To keep the Beach Hut locked and secured and with the Beach Hut number clearly displayed on the front of the Beach Hut
 - 2.19 To repair acts of any vandalism in a timely manner (including the removal of any graffiti)
 - 2.20 Not to erect any other building or structure on the Land or on the Site or make any alteration or addition to the Beach Hut without the written consent of the Council
 - 2.21 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
 - 2.22 To permit the Council or its duly authorised Officers to enter upon the Land and the Site at all times in order to examine the condition of the Beach Hut to ensure the Licensee is complying with the provisions of this licence
 - 2.23 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
 - 2.24 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
 - 2.25 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 the Site or any part thereof
- 3.2 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:
 - 3.2.1 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;
 - 3.2.2 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;
 - 3.2.3 If the Council gives notice of termination the Licensees shall have one month to remove the contents of the Beach Hut and Beach Hut if required by the Council 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
- 3.3 The Licensee may bring this Licence to an end if the Licensee decides to sell the Beach Hut. The Licensee shall submit a request in writing to the Council to transfer this licence. The Beach Hut will then be offered at the Licensee's preferred sale value to members of the public on the Council's waiting list in priority order. An amount equal to three times the annual licence fee or ten per cent (10%) of the sale value whichever is the greatest, will be payable to the Council on completion.
- 3.4 Upon determination of this licence the Licensees shall remove the Beach Hut from the Land and restore the Land and the Site to their former condition if formally requested to do so by the Council
- 3.5 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
- 3.6 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
- 3.7 The Council have the discretion to reasonably increase the licence fee which shall have been previously notified in writing to the Licensee pursuant to the Council's annual Fees and Charges review process
- 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 Leisure and Technical Services Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT or alternatively, to the Council's designated email account at beachhuts@swale.gov.uk
- 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)

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

Witness Signature.....

Witness Name.....

Address.....

.....

Occupation.....

For beach hut renters at all sites

DATED 2023

LICENCE

relating to

Beach Hut Number LEYXX on
Land at Leysdown Coastal Park, Leysdown-on-Sea, Kent

between

SWALE BOROUGH COUNCIL

- and -

XXXXXXXXXXXXXXXXXX

Mid Kent Legal Services
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 3HT

Ref: KW/S014508

THIS LICENCE is dated

PARTIES:

4. **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the Council)
5. **XXXXXXXXXX** of **XXXXXXXXXXXXXXXXXXXXXXXXXX** (the Licensee)

WHEREAS:

The Council is the freehold owner of the land known as Leysdown Coastal Park, Leysdown-on-Sea, Kent (the Land) which is registered at the Land Registry under title number K180884

The Council has agreed to allow the Licensee to use the Beach Hut (the Beach Hut) which is owned by the Council and is situated on part of the Land (the Site) in accordance with the terms and conditions hereinafter contained

NOW THIS DEED WITNESSES as follows:

1. In consideration of the annual licence fee of **XXXXXXXXXXXXXXXXXX** if applicable VAT will be applied, payable annually in advance by the Licensee to the Council. The Council HEREBY GRANTS unto the Licensee FULL RIGHT and LIBERTY for the Licensee to use and occupy the Beach Hut number LEYX which is situated on the Land as shown edged red on the attached plan for an initial term **XXXXXXXXXXXX** beginning on and including the date of this licence and thereafter from year to year until the date on which this licence is determined in accordance with clause 3 and subject to the terms and conditions hereinafter contained
2. The Licensee agrees with the Council as follows:
 - 5.1 to pay:
 - (d) to the Council the annual licence fee without any deduction the first such payment to be made on the date hereof and then annually thereafter
 - (e) to the Council 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 Site and the Land
 - (f) 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
 - 5.2 Not to use the Site or Land otherwise as a private Beach Hut for recreational purposes ancillary to the use of the adjoining beach
 - 5.3 Not to store, or allow to be stored anything in the Beach Hut or on the Land or on the Site other than items ancillary to the enjoyment of the beach.
 - 5.4 Not to store on the Land or on the Site or in the Beach Hut any flammable mixtures including gases
 - 5.5 Not to keep animals on the Site or in the Beach Hut. Dogs are permitted during the day but must be accompanied by the Licensee at all times and the Licensee must comply with the Councils Dog Control Orders.
 - 5.6 No dogs or other animals to be kept in the Beach Hut overnight
 - 5.7 Not to use or allow to be used the Beach Hut for sleeping overnight

- 5.8 To use the Beach Hut between the hours of 05:00 and 23:00 only
- 5.9 Not to in any way part with the possession of the key provided by the Council to the Licensee for use by the Licensee only to access the gates and facilities on the Land or the Site and may only be used by the Licensee within the time set out in clause 2.9 of this Licence.
- 5.10 Take full responsibility for the use and holding of the key and not duplicate the key or permit to be duplicated whether or not proved to be within the Licensees knowledge of duplication
- 5.11 To pay to the Council a deposit of Twenty Five Pounds (£25) towards the keys to the Beach Hut
- 5.12 To have the responsibility to provide to the Council a copy of a key to all locks and including all padlocks for the Beach Hut if they are replaced
- 5.13 Not to place or display any hoarding advertising board posters or pictures on the Beach Hut without the consent of the Council
- 5.14 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 Site or the Land
- 5.15 Not to barbecue food in the Beach Hut or on the Land or on the Site
- 5.16 Not to carry on any trade business or profession in the Beach Hut or on the Land or on the Site
- 5.17 Not to deposit or permit to be deposited on the Land or on the Site 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
- 5.18 To maintain repair and keep in a clean and tidy condition the Land and the Site and the Beach Hut to the full satisfaction of the Council
- 5.19 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
- 5.20 To keep the Beach Hut locked and secured and with the Beach Hut number clearly displayed on the front of the Beach Hut
- 5.21 To repair acts of any vandalism in a timely manner (including the removal of any graffiti)
- 5.22 Not to erect any other building or structure on the Land or on the Site or make any alteration or addition to the Beach Hut without the written consent of the Council
- 5.23 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
- 5.24 To permit the Council or its duly authorised Officers to enter upon the Land and the Site at all times in order to examine the condition of the Beach Hut to ensure the Licensee is complying with the provisions of this licence or for any other purpose they see fit
- 5.25 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
- 5.26 To be responsible for insuring any contents of the Beach Hut against loss or damage by fire and other usual risks

- 5.27 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
6. It is hereby further agreed as follows:
- 6.1 The Licensee shall not sub-let or part with possession or responsibility of the Beach Hut or the Land or the Site or any part thereof
- 6.2 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 annual licence fee
- 6.3 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 either:
- 6.3.1 at any time after 28 days notice has been given of non-payment of the annual licence fee and where the annual licence fee (or part) remains unpaid;
- 6.3.2 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;
- 6.3.3 If the Council gives notice of termination the licensee shall have one month to remove the contents of the Beach Hut and if they fail to do so the Council may remove the contents and dispose of them (provided it promptly gives notice to the Licensees of its intention to do so) and the Licensees will be liable for any associated costs
- 6.4 The Council will keep the Beach Hut insured against damage or destruction by fire and other usual risks
- 6.5 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
- 6.6 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
- 6.7 The Council have the discretion to reasonably increase the licence fee which shall have been previously notified in writing to the Licensee pursuant to the Council's annual Fees and Charges review process
- 6.8 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 Leisure and Technical Services Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT or alternatively, to the Council's designated email account at beachhuts@swale.gov.uk
- 6.9 This licence is personal to the Licensee only and the Licensee shall not assign the right hereby granted to any other person
- 6.10 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

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)

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

Witness Signature.....

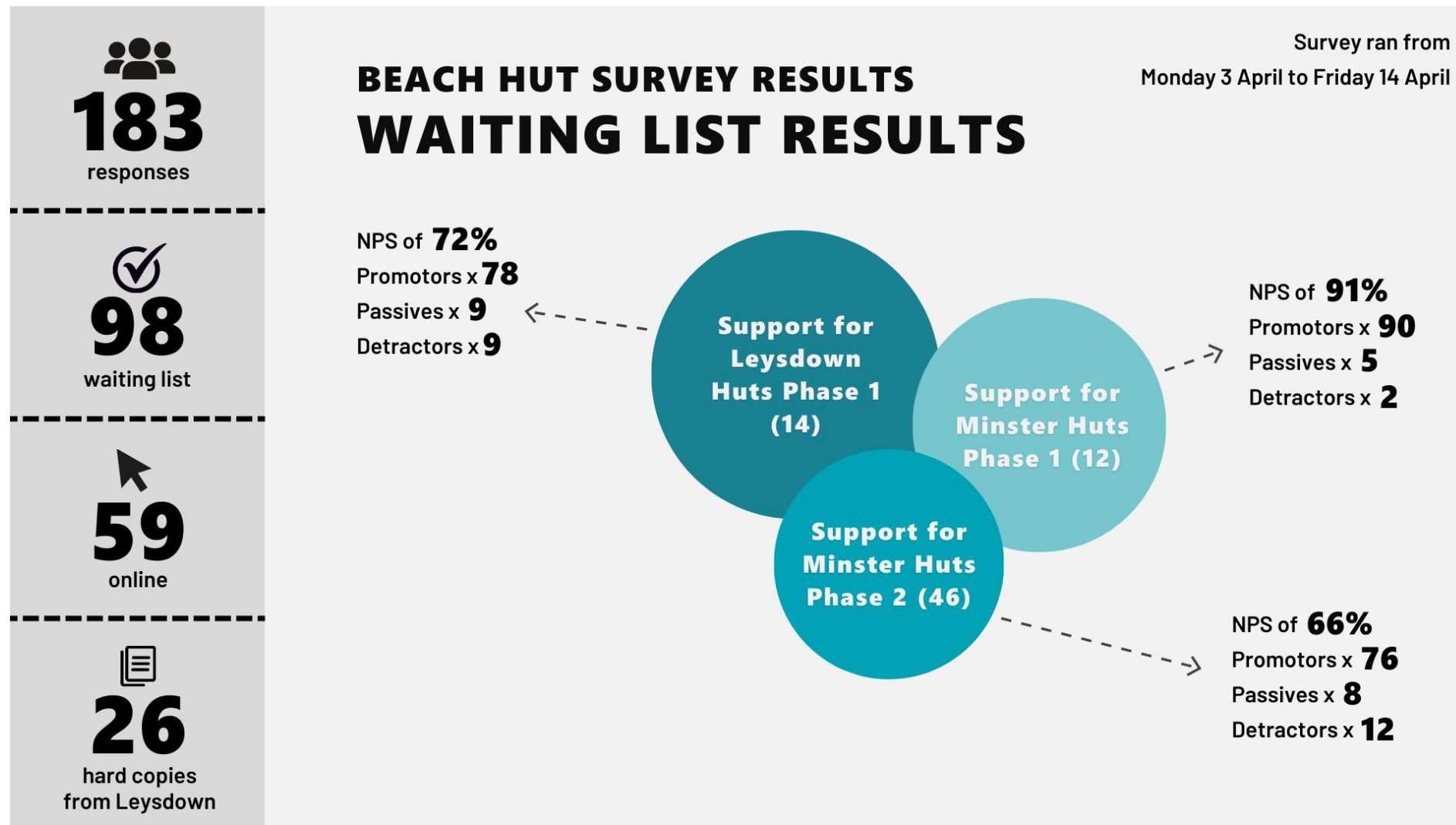
Witness Name.....

Address.....

.....

.....


Occupation.....




183
responses


98
waiting list

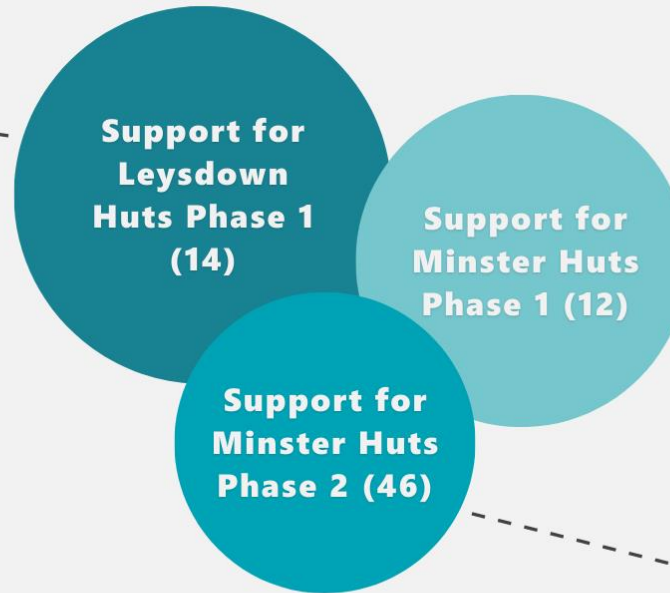

59
online


26
hard copies
from Leysdown

BEACH HUT SURVEY RESULTS ONLINE RESULTS

Survey ran from
Monday 3 April to Friday 14 April

NPS of **17%**
Promoters x **31**
Passives x **4**
Detractors x **21**



NPS of **33%**
Promoters x **36**
Passives x **5**
Detractors x **17**

NPS of **-7%**
Promoters x **26**
Passives x **2**
Detractors x **30**

Contacting Swale Borough Council

The customer Service Centre deals with all enquiries across the Council, it should be your first stop when contacting us.

Call 01795 417850.

Copies of this report are available on the council website.

Front cover: Beach huts at Leysdown