



**Brighton & Hove
City Council**

**TOURISM, DEVELOPMENT &
CULTURE COMMITTEE
ADDENDUM**

4.00PM, THURSDAY, 21 JUNE 2018

HOVE TOWN HALL, COUNCIL CHAMBER - HOVE TOWN HALL

ADDENDUM

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WRITTEN QUESTIONS FROM MEMBERS

The following questions have been received from Councillors and will be taken as read along with the written answer which will be included in an addendum that will be circulated at the meeting. A Member who asked a question may ask one relevant supplementary question which shall be put and answered by the Chair, Councillor Robins without discussion.

(i) Councillor Mac Cafferty- Business case for WaterFront

Just last week (7th June) House of Fraser announced that about 6,000 jobs would be axed which follows the announcement only weeks ago that M&S will close 100 stores. Shopping habits are changing and there is uncertainty with Brexit. These are all things that will affect how viable shopping and big shopping centres are. Given that the business case for the bigger Churchill Centre last presented to Councillors is now 3 years old, when will the Committee be appraised of an updated business case which reflects the reality of what is happening on the high street?

Reply from the Chair:

The future of retail is an important consideration, given the recent closures of shops we have seen recently reported in the news. This is of course an issue that Aberdeen Standard Investments, as the owners of Churchill Square Shopping Centre, are well aware of and planning for.

Due to the length of time that has passed since PRG were last updated on this project, officers plan to bring a full report to the next PRG meeting in September seeking sign off of the Conditional Land Acquisition Agreement. This will be the opportunity to update all Members on the Waterfront project and to describe how the project is responding to the new retail environment.

(ii) Councillor Mac Cafferty- Rail

Further to the disruptive rail engineering works over the early Bank Holiday weekend, the rail timetable changes have been appalling for passengers but are also causing damage to the local economy. What communication has the administration had with Govia Thameslink Railway and the Department for Transport over timetable changes and the detrimental impact on our local economy? What assurances is the Chair seeking from the rail companies that key events for our local economy, such as Pride, won't be affected by either engineering works or timetable changes?

Reply from the Chair:

The situation that rail passengers have faced in recent months, as a result of a variety of events and the various actions and decisions taken by Govia

Thameslink Railway (GTR), Network Rail and the Department for Transport (DfT) is of major concern to the City Council.

Following the badly timed engineering works that took place over the early May Bank Holiday weekend, the Assistant Director of City Transport wrote to Charles Horton (previous CEO of GTR) to demand an explanation as to why the closure had been scheduled at a time when thousands of additional passengers would be using the Brighton Mainline to enjoy the long weekend and the start of the Festival and Fringe. That letter suggested GTR and Network Rail should engage with the City Council to ensure better co-ordination of engineering works in future to avoid clashing with key weekends for our city, which they have agreed to do in future. We also asked for urgent reassurance about how the two half-term blockades in October and then again in February next year will be managed so we don't see a repeat of the long waits for replacement buses seen on a number of occasions in recent months.

Since the introduction of the new timetable on 20 May, council officers have been in regular contact with GTR to raise issues and get clarity on the latest situation on train services, and performance is continuing to be closely monitored. It is unfortunate that GTR did not attend the recent Brighton Economic Partnership as this would have been a good opportunity to hear from them about their plans for getting services back to normal.

Senior officers and Cllr Gill Mitchell (Chair of the Environment, Transport & Sustainability Committee) are due to meet with GTR management representatives in the coming weeks to discuss all of these issues. We will keep the pressure on them to improve things for passengers as soon as possible, as quite simply, our city deserves better.

(iii) **Councillor Mac Cafferty- Fracking policy**

Since 2013 the City Council has had strong policy against fracking, with the designation of Brighton & Hove as a no-Fracking zone. There is a government consultation which controversially will make it many more times easier for fracking and acidising companies to apply for planning permission and Environment Agency licences. Further, the Written Ministerial Statement issued on 17 May 2018 by the Energy and Local Government Secretaries has for example proposed to classify non-fracking shale gas developments as permitted development, without the need for a planning application, and fracking proposals to be decided by a government-appointed inspector, rather than a local authority. Will the Chair assure us of this Council's continued opposition to fracking?

Reply from the Chair

We are aware that future national planning policy on minerals was referenced in the recent National Planning Policy Framework consultation. The city council responded to this consultation in May 2018.

We will continue to monitor the situation, and we await the Government's publication of the revised National Planning Policy Framework, which is anticipated over the summer.

The city council's approach to fracking has not changed since the no-fracking zone was agreed by Policy & Resources Committee in January 2013. Whilst this

is not a legally binding policy, it is consistent with the council's commitment to create a more sustainable city.

(iv) **Councillor Nemeth- King Alfred**

What estimate does the Chairman make of costs incurred to date by the Council in progressing the redevelopment of the King Alfred Leisure Centre since the project was revived in 2013?

[NB Please break down appropriately – I am particularly interested in approximate officer and consultant costs but would also like to see in there room hire, printing, etc.]

Reply from the Chair:

Since embarking on the current project in 2013, progression of the King Alfred Development has cost the council £260,000, this being the total cost of specialist consultant support (e.g. legal and commercial) necessary to safeguard the Council's position. As with the Council's other major projects, officer time is not separately accounted for. Other costs such as room hire and printing are negligible

(v) **Councillor Nemeth- Planning Enforcement**

Will the Chairman provide updated figures for cases received, cases closed and total cases received for March/April/May 2018?

Reply from the Chair:

The figures show there has been a fluctuation in cases received over the time period with a peak in April. The average number of cases received over this 3 month period was 48 and the average number of closures was 44. As a consequence there has been a small increase in cases on hand over the three month period.

	Cases received	Cases closed	Total cases
Mar-18	39	37	794
Apr-18	69	44	819
May-18	37	51	805

(vi) **Councillor Nemeth- Marlborough House**

Will the Chairman detail what progress has been made in taking enforcement action for recent planning breaches against the owner of Marlborough House since the last meeting of the committee?

Reply from the Chair:

Prosecution proceedings in respect of the two outstanding Listed Building Enforcement Notices are ongoing. At the magistrates court on 4th May the case was adjourned by the Magistrates until the 5th September at the request of the owner's solicitor.

A planning appeal against the refusal of retrospective Listed Building Consent for the external decoration of the building was recently upheld by the Planning Inspector. As a consequence consent has now been granted.

Separately the Heritage officer is meeting with the owner and his agents on 26th June, together with Historic England, in order to discuss how the long term restoration and re-use of the building can be secured.

(vii) **Councillor Nemeth- Beach Hut Transfer Fees**

At the March meeting of Tourism, Development & Culture Committee, I highlighted that the beach hut 'Terms & Conditions of Licence' document contains no provision for the Council's newly-introduced Transfer Fee. I requested the Council's updated position and was told that Legal would be in touch imminently. Given that three months have now passed, would the Chairman please confirm when the response from Legal that he requested will be sent to me?

Reply from the Chair:

I understand that a response to your questions was sent to you last week

(viii) **Councillor Nemeth- HMO Planning Policy**

Will the Chairman commit to introducing a Supplementary Planning Document (SPD) to address anomalies in the Council's approach to Houses of Multiple Occupation (HMOs)? The current arrangement appears to be very unclear on exactly what constitutes an existing HMO when calculating numbers within a 50m radius of a proposed development.

Reply from the Chair:

It is considered that the Council's approach to determining HMO planning applications is clear and based on regularly updated and robust data. The supporting text to City Plan Policy CP21 clearly sets out how the policy is applied. A Supplementary Planning Document should therefore not be needed. By way of context - in planning terms, a small House in Multiple Occupation (HMO) housing up to six people is classified as use class C4. Larger HMOs housing seven or more people are considered to be *sui generis* (SG), i.e. they do not fall within any specific use class.

City Plan Part One Policy CP21 is used in the determination of planning applications for changes of use to HMO and is applicable to both small and large HMOs.

The policy states that "*applications for new build HMO, and applications for the change of use to a Class C4 (Houses in multiple occupation) use, a mixed C3/C4 use or to a sui generis House in Multiple Occupation use (more than six people sharing) will not be permitted where more than 10 per cent of dwellings within a radius of 50 metres of the application site are already in use as Class C4, mixed C3/C4 or other types of HMO in a sui generis use.*"

The policy applies to all proposals for HMOs within the existing Article 4 Direction including proposed changes to use to either a C4 or a *sui generis* HMO. Outside the Article 4 Direction area, there are permitted development rights for changes of use from a C3 to C4 use class and therefore the policy applies only to proposals relating to larger *sui generis* HMOs.

Electronic maps of existing HMOs are used to assess the existing concentration of HMOs within the 50m radius of an application site. Both small and large HMOs are included. The mapping is updated every three months and shows HMOs identified from two sources:

1. Licensed HMOs. As of 1st March 2018 licensing of small HMOs has been extended citywide, and all HMOs in the city are now required to be licensed.
2. Properties with student council tax exemptions which are considered highly likely to be in HMO use.

The HMO database is also updated where enforcement investigations identify an HMO.



Brighton & Hove City Council

LICENCE TO PLACE A BEACH HUT ON SITE NO:

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

..... of

.....
(Licensee)

LICENCE FEE: £367.20 per annum (including VAT) or such other sum as the Council may annually in its absolute discretion determine . The Licence Fee shall be payable on 1st April each year save for the first payment which is to be made on the date hereof. Details of the Licence Fee payable in any year shall be available to view on the Council’s website at <https://www.brighton-hove.gov.uk/content/leisure-and-libraries/seafont/beach-huts>.

TRANSFER FEE:10% of the sale price of the beach hut or three times the annual Licence Fee (whichever is the greater) or such other sum as the Council may annually in its absolute discretion determine. Details of the Transfer Fee payable in any year shall be available to view on the Council’s website at <https://www.brighton-hove.gov.uk/content/leisure-and-libraries/seafont/beach-huts>.

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)

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) To pay the Licence Fee in advance as a lump sum or by direct debit in 10 equal monthly instalments
 - (b) To pay the rates and other outgoings payable in respect of the beach hut and site
 - (c) At its own expense and to the satisfaction of the Council to maintain, repair and keep in a clean and tidy condition and in good decorative repair and free from rubbish the site and the beach hut
 - (d) To redecorate the exterior of the beach hut at least once in every year and when renewing or redecorating the beach hut to paint the doors in one single solid colour or vertically striped in multiple colours
 - (e) To keep the beach hut safe and secure and at all times to take reasonable and proper precautions to prevent unauthorised persons from obtaining access to the interior of the beach hut
 - (f) To apply to the Seafront Office at the address in clause 11 below for a 4 week permit to make changes (other than the specified changes in this licence) to the external appearance and/or use of the beach hut for a special event or fundraising purpose and each beach hut is allowed a maximum of 2 permits per year which the Council reserves the right to grant or decline
 - (g) To insure and maintain a policy of insurance for the beach hut against perils such as fire, theft and damage
 - (h) To observe such other rules and regulations as the Council may make from time to time governing the use of the site or the beach hut, details of which would be available on the Council's website at <https://www.brighton-hove.gov.uk/content/leisure-and-libraries/seafront/beach-huts>
 - (i) If the beach hut is damaged beyond repair either by the elements or by vandalism the Licensee must ensure removal of the debris with immediate effect at their expense and within three months to erect a replacement beach hut that complies with the specification set out in the Schedule hereto

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

- (b) The Licensee will need to provide the Council with sufficient proof of the sale price at least 28 days before the proposed sale or disposal. Once the Council has this information it will calculate the amount that is due and once that amount is paid the Council will issue the new licence in the name of the purchaser.
 - (c) If the Licence Fee is payable by monthly instalments then the full annual Licence Fee will need to be paid before any sale or disposal
 - (d) In the event of the Licensee's death the Council shall consider granting a new licence to such personal representative, successor or other beneficiary that can provide proof of such entitlement
 - (e) The Licensee shall supply to the Council within one month of a sale transferral or disposal of the beach hut a copy of the document affecting such sale transferral or disposal. If there is a discrepancy between the figure previously provided to the Council and the actual sale price of the beach hut then the Licensee will need to pay the difference owed to the Council with immediate effect.
5. This licence may be determined immediately by notice by the Council:
- (a) if at any time any payment due under this licence is unpaid for 14 days after becoming due, whether demanded or not or
 - (b) if the Licensee fails for a period of 14 days to remedy any breach of any of the obligations and conditions contained in this licence
6. The Licensee shall be entitled to terminate this licence at any time by giving to the Council at least two month's previous written notice to that effect and on such termination the provisions of clause 8 below shall apply
7. This licence may be determined by the Council by at least two months' notice in writing such notice to expire at any time in the year **AND** upon the expiration of such notice this licence shall forthwith cease and determine subject however to the provisions of clause 8 below and subject to the Council refunding part of a then current Licence Fee.
8. In the event of the termination of this licence under the provisions of any of clauses 5, 6 and 7 the Licensee or their personal representative(s) shall (if required by the Council to do so) forthwith remove the beach hut and clear the site at their expense and on their failure to do so the Council shall be entitled to carry out such removal and clearance at the expense of the Licensee or their personal representative **AND** if the beach hut shall not be collected and removed from the site (or place where it was deposited by the Council) within 28 days of notice thereof by the Council to the appropriate party or if the said expenses are not paid the Council shall be free to dispose of the beach hut

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

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

THE SCHEDULE

SPECIFICATIONS FOR BEACH HUT

The Beach Huts of Hove**This Leaflet:**

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

Hove Esplanade:

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

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

The Maintenance of Beach Huts:

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

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

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

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

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

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

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

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

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

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

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

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

Complete Hut Replacement:

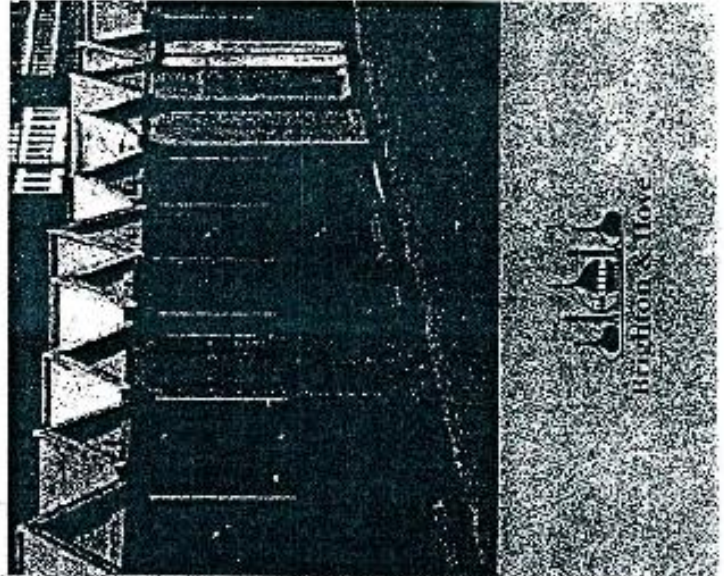
When the condition of a hut is such that it becomes uneconomic to repair or otherwise as desired, it can be replaced with a hut and design of exactly as that shown in this leaflet but to the following dimensions:

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

Council Enforcement:

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

Beach Huts on Hove Esplanade



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

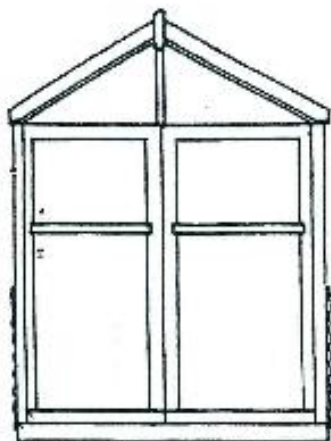


FIGURE 1

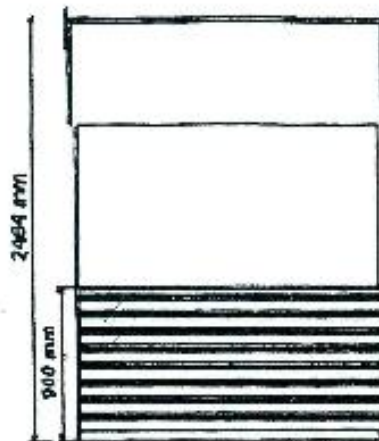
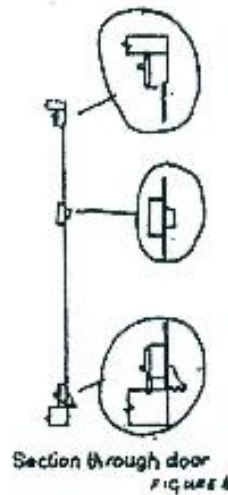


FIGURE 3



Section through door
FIGURE 6



Shiplap detailing

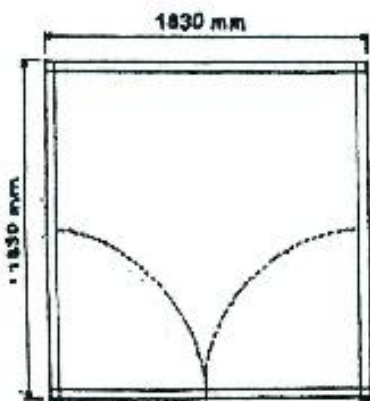


FIGURE 2

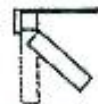


FIGURE 4 Door details

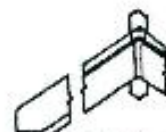


FIGURE 5. Fascia and ridge details

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

Signed on behalf of the Council.....

Signed by the Licensee.....