

DEPUTATIONS FROM MEMBERS OF THE PUBLIC

A period of not more than fifteen minutes shall be allowed at each ordinary meeting of the Council for the hearing of deputations from members of the public. Each deputation may be heard for a maximum of five minutes.

Deputations received:

(i) Deputation: Call for review of Beach Chalet licenses (Rottingdean Parish Council)

We are bringing this deputation in response to enquiries from Rottingdean residents but know this will have resonance across the city. This is in relation to beach chalets in council ownership which are let to local residents under a licence agreement. The number of these is believed to number 105, located in Hove, Brighton, Ovingdean, Rottingdean and Saltdean.

We welcome the introduction of 5 year term leases for all new licensees in 2011, together with the restriction in licence allocation to residents of Brighton and Hove; measures aimed at improving access to this much-loved facility.

We are concerned, however, that the waiting list for beach chalets has had to be closed due to high demand and that turnover continues to be painfully slow, exacerbated by the number of lifetime licenses still in existence, predating the policy change referred to above. In Rottingdean, for example, we have observed that 6 of the 30 beach chalets do not appear to have been accessed or physically occupied for several years. Unused chalets often fail to be surrendered, despite annual requests from the City Council.

We are therefore calling for a fresh policy review in relation to beach chalet licenses addressing, in particular, issues of fairness, increased availability and higher standards of maintenance. We would like to see a move to a 5 year fixed term license for all licensees. We recognise that this is a sensitive issue and that this would require a reasonable notice period of say, 5 years, prior to the introduction of a comprehensive scheme but feel this would result in a far more equitable system, benefitting more local residents and reducing the waiting list, as well as helping to address the issue of long-term neglect.

We are also keen to know when licensed chalets were last inspected to identify breaches in the license terms and conditions, particularly in relation to clauses 1 (e) and (f) concerning repairs and maintenance. We ask what steps are taken annually to ascertain whether the licensees continue to live within the city boundary and therefore remain eligible to hold the licence. And we would like to know what enforcement action is taken in relation to any breaches of the licence.

Signed by:

Cllr Sue John (Lead Spokesperson)

Cllr Heather Butler
Cllr Jo Davies
Cllr Bernard Turnbull
Cllr Vicky Fenwick

Supporting Information:

BEACH CHALET TERMS & CONDITIONS

1. The Licensee shall:-

- (a) Be a resident of Brighton and Hove and for the avoidance of doubt proof of residency shall be required.
- (b) Use the chalet only in connection with swimming or other recreational activities on the beach.
- (c) Pay the fee as set out over the page and any increased fee as may be notified to the Licensee at least two months prior to 1st April in any year.
- (d) Pay the rates and any other outgoings payable in respect of the chalet.
- (e) Carry out any necessary repairs to the doors, door frames, any windows and window frames, together with hinges, locks, bolts and other fastenings of the chalet; replace all cracked or broken panes of glass. Ensure that the chalet is kept secured (when not in use) at all times by padlocks or other types of lock. No later than 1st October each year and in the first and every following year of the licence paint the exterior of the chalet properly with two coats of good quality oil paint as follows:

Hove chalets: Dulux colour BS 4800 14 C39 'Holybush' is the approved colour for the chalets in Hove.

- (f) Keep the interior of the chalet (including the fixtures and fittings) in good repair and condition and when necessary, in the opinion of the Council, paint all the interior parts of the chalet properly with two coats of good quality oil paint.
- (g) Allow the Council entry at all reasonable times for the purposes of:
 - (1) Viewing the state of repair.
 - (2) Carrying out repairs or alterations to common parts or in connection with any adjoining premises of the Council.
- (h) Within one calendar month of receiving written notice, or sooner if required, carry out all repairs, decorations and works to the chalet for which the Licensee is liable.
- (i) At all times take reasonable and proper precautions to prevent unauthorised persons from obtaining access to the interior of the chalet.
- (j) At the end of the Licence hand back the chalet in the condition and state of repair set out in these terms and conditions.

Ensure that the licensee's family, guests and friends observe and comply with

ALL rules, regulations and byelaws from time to time made by the Council for the management of the Western Esplanade, Undercliff and the beach and foreshore.

2. The Licensee shall not:-

- (a) Use the chalet, 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 chalet in a way which may become a nuisance or an annoyance, or be offensive to the Council or to occupiers of neighbouring chalets or to people passing by the Chalet.
- (b) Play, broadcast or amplify music or sound which may be audible outside the

chalet or use any amplifying equipment.

- (c) Carry on any trade, business, art or profession in the chalet or use the chalet for storage purposes.
 - (d) Make any alterations or addition to the chalet or place on any part of the exterior of the chalet any bill, notice, doorplate, sign or advertisement.
 - (e) Do, or allow anyone else to do, anything which may render any increased or extra premium payable for insuring the chalet against loss or damage by fire, or which may make void any such insurance policy.
 - (f) Keep any animals in the chalet.
 - (g) This Licence is personal to you and is not capable of being assigned. However, please note the informal sharing with family and friends is allowed.
3. This Licence may be ended by either party giving the other not less than two months notice in writing.
 4. If the Council wishes to carry out works to or in the vicinity of the chalet the licence may be ended by the Council giving the Licensee not less than 28 days' notice in writing.
 5. On non-payment of the fee for 14 days after it is due, or following a breach of any of the terms and conditions set out in this document, this Licence shall end.
 6. Any notice given by the Council to the Licensee shall be sufficiently served if sent to or left at the Licensees' last known address, or fixed to the door of the chalet. Any notice to be given to the Council shall be sent to the Seafront Surveyor, Brighton & Hove City Council, P O Box 2502, King's House, Grand Avenue, Hove, BN3 2ST.
 7. The Council shall not be responsible for any loss or damage to the chalet or the Licensee's property or any other property whatsoever as a result of the use of the chalet.
 8. The Council shall at its absolute discretion shut off the water supply during periods of the year when frost damage may be likely to occur.
 9. This agreement is entered into by the Council as freeholders of the chalet and nothing contained in this agreement shall affect the powers, authorities and rights of the Council as a local authority or as owners of any other property.

The Council may close the said Western Esplanade, Undercliff or the beach and foreshore on such occasions as they may lawfully close the same.

The Council may from time to time in it's absolute discretion, alter the terms and conditions herein contained and shall notify the Licensee of the same.