

**AGREEMENT FOR LICENCE OF BEACH CHALET
(HOVE/MADEIRA DRIVE/OVINGDEAN/ROTTINGDEAN/SALTDEAN)**

THE TERMS AND CONDITIONS HEREINAFTER APPEARING ARE THOSE ON WHICH BRIGHTON & HOVE CITY COUNCIL (HEREINAFTER CALLED "THE COUNCIL") LICENCES & THE LICENSEE NAMED TAKES THE BEACH CHALET SPECIFIED FOR THE PERIOD AND AT THE FEE STATED THEREIN

CHALET NO: _____ **SITUATED AT:** _____

LICENSEE:

Name: _____
Address: _____
Tel: _____
Mob: _____
e-mail: _____

LENGTH OF LICENCE:

From the _____ and thereafter until the Licence be determined as provided in the said terms and conditions.

FEE AND HOW TO PAY:

The current fee is £ xxx plus VAT per annum exclusive of all other outgoings such as rates, payable in full on the 1st April each year or monthly in advance by direct debit (the first payment being an apportioned sum) to be made on the date of this agreement. The fee shall be reviewed by the Council annually on the 1st April each year.

CONDITION OF PREMISES:

The chalet was inspected by me, the Licensee before signing this Agreement. It is understood that the premises are taken in their current condition and state of repair. It is further agreed that the chalet will be returned by me in no worse condition than as at this date.

I, the Licensee, hereby accept a Licence of the Chalet for the period at the rent and on the terms and conditions attached which I agree to observe and perform.

Signed _____ **Signed** _____
INSERT TENANTS NAME **INSERT TENANTS NAME**

Signed _____ **DATE:** _____

On behalf of Seafront Estates Surveyor

BEACH CHALET TERMS & CONDITIONS

1. The Licensee shall:-

- (a) Use the chalet only in connection with swimming or other recreational activities on the beach.
- (b) 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.
- (c) Pay the rates and any other outgoings payable in respect of the chalet.
- (d) 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:

Rottingdean, Ovingdean and Saltdean chalets: Walls and doors are the cream shade BS4800 10C31 (known as 'Tusk' from the Albany colour chart).

Madeira Drive chalets: The colour Brighton Blue BS 4800 14C35 (Gloss) or BS 10C31 Gloss (Tusk) is used for the doors.

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

- (e) 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.
- (f) 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.
- (g) 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.
- (h) At all times take reasonable and proper precautions to prevent unauthorised persons from obtaining access to the interior of the chalet.
- (i) At the end of the Licence hand back the chalet in the condition and state of repair set out in these terms and conditions.
- (j) Ensure that he, his 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 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
tenancy 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.

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

