

**CONDITIONS OF HIRE**  
**COUNCIL BEACHS HUTS/CABINS**



1. The receipt must be produced on demand.
2. The Hut/Cabin shall be used solely by the licensee to whom the receipt is issued and their family and shall not be sub-let.
3. The Hut/Cabin is let subject to the Council being indemnified against all claims in respect of the licensee thereof, and they will not be answerable for any loss or damage in connection therewith.
4. The licensee shall be required to pay for any damage they may cause to Council property.
5. The Hut/Cabin shall not be occupied between the hours of 11.00pm and 6.00 am.
6. The Hut/Cabin shall not be used for any trade or business or calling of any kind.
7. The licensee shall not cause or permit any public or private nuisance in or upon the premises or anything which shall cause annoyance, inconvenience or disturbance to the occupier of the neighbouring huts/cabins or to the public.
8. The Council reserves the uncontrolled right to remove Huts/Cabins from any site if, in the opinion of the Principal Engineer, weather conditions or circumstances so require. In the event of the permanent removal of a site, the licensee shall be placed on the top of the waiting list for the same town. Transferring to the top of a waiting list in an alternative town will not be permitted.
9. The Council cannot guarantee the siting of a Hut/Chalet nor make any refund of fees for inclement weather.
10. The Council cannot make any refunds on a cancellation unless the Hut/Cabin can be re-licensed immediately. In the event of a cancellation, the Council reserves the right to retain an administration fee equating to not more than 10% of the full annual fee for that Hut/Cabin.
11. The Hut/Cabin may only be let on licence to a resident of East Devon (by definition, a person or persons residing in a property that is eligible for domestic Council Tax paid to East Devon District Council). Moving outside of the East Devon district boundary will result in the termination of the agreement at the end of the present season. An exception applies in Exmouth where a licence may be granted to a resident from outside of East Devon but only for a period not exceeding three consecutive years.
12. In the event of the death of a licensee, the Agreement shall cease but East Devon District Council may, at its discretion, grant a new licence to the deceased's spouse, brother, sister, children, or grandchildren, subject to them being a resident of East Devon as detailed within Condition 11. Where a licensee relocates outside of East Devon, the Licence shall cease.
13. In the event of a licensee wishing to transfer to another hut, they will be entered onto the bottom of the waiting list for their desired location. If offered an alternative location, the licensee shall surrender the existing licence before the commencement of the Agreement for the new location.
14. The Agreement does not extend to the provision of water facilities, toilet facilities, nor any other services either directly to the Hut/Chalet or its vicinity. The Council reserves the right to remove, alter, terminate or relocate any services that may be within the vicinity of any Huts/Chalets without obligation to replace the supply. Where no services exist at present, the Council shall not be expected nor obliged to provide them.
15. No more than one propane, butane or similar gas cylinder, to a maximum size of 5 kilograms, may be stored in the chalet. Any gas cylinders stored shall be used only in accordance with manufacturers or suppliers recommendation and the main cylinder valve shall be kept fully closed at all times when not in use. Additionally persons intending to use any type of gas appliance must provide suitable fire blanket which must be hung in appropriate place within the beach hut.

**CONDITIONS OF HIRE (Continued)**  
**COUNCIL BEACHS HUTS/CABINS**

16. No alterations shall be made to either the interior or exterior of a Council owned Hut/Chalet without the written consent of East Devon District Council. This shall include, but not be limited to, the installation of coat hooks, shelves, pictures, mirrors, work surfaces, ventilation grilles, etc. or the repainting of the interior or exterior of the Hut/Chalet.
17. On receipt of an invoice the licensee shall pay East Devon District Council all rates, charges and taxes due in respect of the use and occupation of the Hut/Chalet. Any disputes or queries raised regarding the invoice must be made in writing within 14 days of receipt of the invoice. In the event of the non-payment of any of these charges within the terms detailed on the invoice, the Council reserves the right to revoke the licence giving fourteen days notice to quit.
18. In the event of the licensee failing to comply with these Conditions as to which the decision of the Council shall be final, the Council reserves the right to determine the letting of the Hut/Cabin at any time.