

Schedule Of Conditions

THIS NOTICE IS IMPORTANT – IF A HUT IS ERECTED ON A WRONG SITE OR IN THE WRONG POSITION ON A SITE, THE HUT MUST BE DISMANTLED AND POSITIONED CORRECTLY BY THE APPLICANT AT THE APPLICANTS EXPENSE

Beach sites are allocated subject to the acceptance of the conditions stated below.

A beach hut site is allocated to an applicant subject to the level of the ground being suitable for the erection of a hut. The position of the hut shall be in accordance with the direction of the Head of StreetScene Services. In the event of a hut being erected in the wrong position, the hut must be removed by the owner immediately upon the request of the Principal Engineer.

Persons allocated sites should check the exact position of the number allocated and centralise the hut between the site markings. If in doubt, contact should be made with the Council's Principal Engineer (telephone: 01395 516551).

The location of the beach huts is normally such that they are exposed to the full force of extremes of weather, especially storms. It is essential therefore that huts are soundly constructed with special attention paid to securing the roof to the walls.

IT IS IMPORTANT to inform any Contractors who are erecting huts of these conditions or considerable expense may be incurred by the applicant.

SCHEDULE OF CONDITIONS

1. The size of the hut shall be 6ft wide and 8ft deep x 6ft high to eaves with a 2ft pitched roof (see attached specification)
2. The maximum size of any duckboard shall be 6ft wide a 6ft deep
3. The roof shall be firmly secured
4. The hut shall be painted white (with the exception of Budleigh Salterton where pastel shades and cedar wood are acceptable) and shall be kept in good appearance, repair and condition and shall be to the satisfaction of the Head of Street Scene Services whose decision will be final.
5. The front face of the hut shall be kept in a straight line with the adjoining huts and shall be sited in such a position as shall be designated by the Council's Principal Engineer or authorised responsible officer.
6. The hut shall not be occupied or used between the hours of 11pm and 6am.
7. The hut shall not be used in such a manner as shall cause a nuisance to the adjoining occupiers and in particular no wireless or musical instrument shall be used to cause a nuisance to the adjoining occupiers, neither shall the hut be used for any other purpose other than as a private beach hut. Windbreakers may not be erected to extend the area of the platform.
8. No bills or advertisements shall be displayed on the hut.
9. The benefit of this Agreement cannot be transferred, neither can the site or hut or any part thereof be sublet. In the event of any such attempted Assignment or sub-letting or in any way parting with possession of the site or hut, this Agreement shall be determinable by the Council forthwith.
10. Huts may not be erected on the site before 1st April in each year and must be removed before 31st October. Only in Beer may the huts remain on the East Shelf all year round.
11. Licensees will arrange for the erection and dismantling of their huts.
12. Huts must be erected on the allotted site by 1st May in each year. In the event of a hut not being erected by this date, the letting of the site shall be determinable by the Council forthwith at the discretion of the Head of StreetScene Services.
13. No more than one propane, butane or similar gas cylinder of a maximum size of 5kg of gas is permitted in the beach hut at any one time. Any cylinders stored in the hut must only be used in accordance with the manufacturer's or supplier's recommendations and the main cylinder valve must be kept fully closed at all times when not in use. Additionally persons intending to

use any type of gas appliance must provide a suitable fire blanket which must be hung in an appropriate accessible place within the beach hut.

14. 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.
15. 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 site. 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.
16. The Council will not accept liability for damage to property, or injury to persons so caused during the use of the hut, or portions thereof, including fixtures and fittings becoming dislodged by storm or any other means. Owners of the huts therefore are advised to consider their position and the need for insurance cover to meet such a contingency.
17. In the event of a breach of any of the aforesaid conditions, this Agreement may be determined by the Council forthwith, in which case the hut shall be removed from the site by the owner within 14 days of such determination without payment of any compensation or recompense.

I agree to comply with the aforementioned conditions.

Signed _____

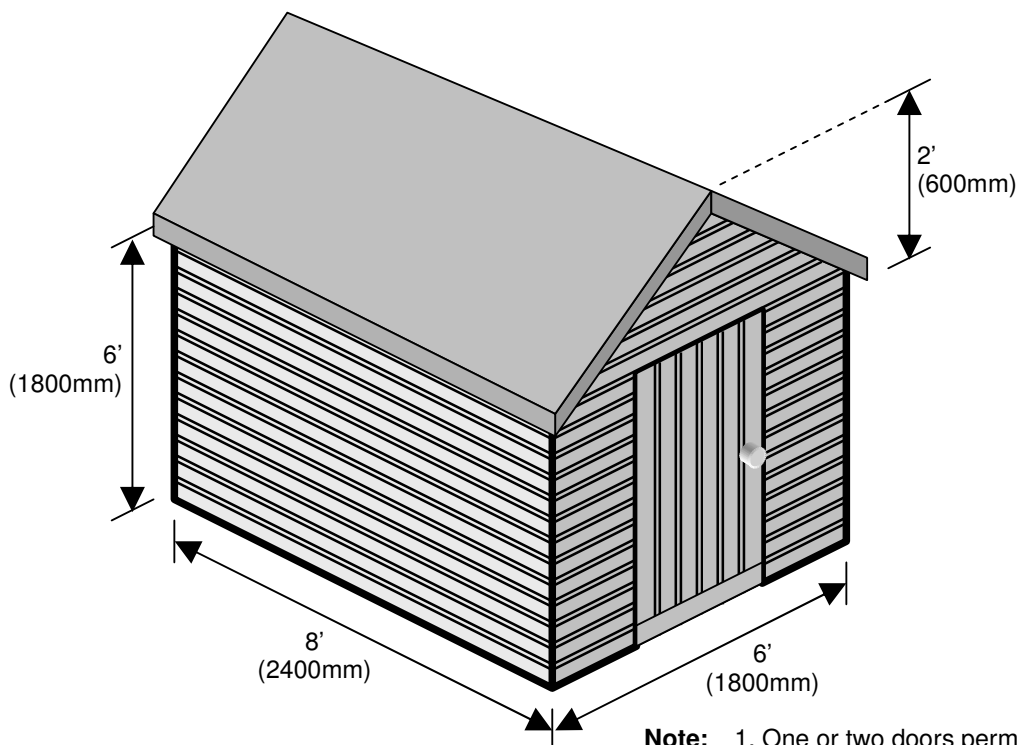
Dated _____

Name (please print) _____

Site No _____

(Please retain the attached copy for your information)

Suggested design



Note: 1. One or two doors permitted
2. Measurements obligatory