

MIDDLETON ON SEA (BEACH HUTS) LIMITED

BEACH HUT CONDITIONS (Version 3)

February 2023

The following conditions apply to all Tenants letting a Beach Hut through the Middleton on Sea (Beach Huts) Ltd (the Landlord), referred to in this agreement as 'The Company':

- (a) If the Tenant fails to maintain these conditions or does not use the facilities of the Beach Hut to a reasonable degree as decided by The Company, then the offer of a renewal of any tenancy may be withdrawn, for the purposes outlined later in the document.
- (b) The granting of tenancies, levels of rent and renewals are entirely at the discretion of The Company and in making any decisions in this regard the Board may consider the extent to which any tenant has failed to comply with these Conditions
- (c) To pay such sums by way of maintenance charge and/or annual rental for the period from the First of March in each year as the Landlord shall decide within one month of the demand for payment being sent to the last-known address of the Tenant or by email. If the Tenant has not paid the charge within two months of the demand having been issued The Company shall be at liberty to take back the Beach Hut without recourse
- (d) Not to sub-let the Beach Hut
- (e) Not to use the Beach Hut other than for the purpose of shelter or personal comfort of the occupier or of persons authorised by the Tenant, whilst enjoying the use of the hut.
- (f) Not to use the Beach Hut for the purpose of sleeping therein overnight or the storage of any articles other than those directly required for recreation shelter or personal comfort of the occupier while enjoying use of the hut
- (g) Not to make or suffer or permit to be made any alteration in or to the Beach Hut or cut or damage any of the walls or timbers thereof and any damage caused to the hut central area or facilities by the act omission default or neglect of the Tenant shall be made good at the cost of the Tenant
- (h) Not to cause or permit any nuisance upon the Beach Hut or anything which will cause annoyance inconvenience or disturbance to the occupiers of neighbouring Beach Huts or to the public. In particular, not to deposit any bottles paper rubbish or refuse untidy articles or litter other than in the bins provided and further not to use or permit to be used any loud-speaker or other noise-making instrument so as to cause annoyance as aforesaid
- (i) Not to use any heating or lighting apparatus in or near the Beach Huts except for heating water provided that the Tenant has made adequate provision for safe use including appropriate fire protection material.
- (j) Should a tenant wish to transfer location they are to inform the Secretary of their wish to relocate. Any vacant huts will be allocated on a first come first served basis. The Board decision will be final.
- (k) Disposable/Charcoal BBQ's, candles, fireworks & Fires are not allowed in or within the vicinity of the Beach Huts or on the Greensward.
- (l) All Beach Huts are non-smoking only, this includes the use of vaping equipment or e-cigarettes.
- (m) Not to organise or allow any games to be played on the grass area adjoining the Central Beach Huts so as to cause annoyance as aforesaid and in particular to take care to avoid

damage by balls or the like to the roof walls doors or windows of the Beach Hut or adjoining Beach Huts

- (n) To keep the interior of the Beach Hut in clean and good order
- (o) Promptly to notify the Beach Hut Secretary of any defects or damage to the Beach Hut of which the Tenant is aware
- (p) Not at any time or for any purpose to allow a motor vehicle to be parked at the entrance to the Beach Huts in Sea Way provided this condition shall not be breached in the event only of setting down or picking up. (There is a public car park located at Shrubs Fields.)
- (q) To allow The Company or its agents or servants at all reasonable times access to the Beach Hut to inspect and carry out such repairs as may be required thereto.
- (r) The Tenant must provide a duplicate key within 7 days to the Beach Hut Secretary appointed by the Company for the time being.
- (s) Dogs must always be kept under proper control. Fouling on the Estate, vicinity of the huts and on the Greensward is not allowed. Bins are provided on the Greensward for the disposal of dog waste.
- (t) Children and babies are welcome at the Beach Huts; however, for health and safety reasons they must be always supervised. Tenants are responsible for ensuring that any children accessing the beach do so safely.
- (u) The Data Protection Act (2018) requires The Company to store your personal data responsibly. The Company will only use your data for the means of maintaining records and communication with the Tenants.
- (v) The conditions/lease will remain in place until such time that they are updated and if appropriate you are asked to sign the new version or either you or the company terminate the lease.
- (w) Beach Huts are liable for Arun District Council's 'Business Rates' and it is the tenant's responsibility to inform them when they take over the tenancy including if they have transferred huts. Currently they are subject to the 'small business rate' relief. However, should this change, tenants are liable for any payment request from Arun District Council.
- (x) Tenants must keep the Company informed of any changes in address or contact details.
- (y) Any tenancies granted will automatically lapse when the tenant moves out of MOSA area or the Middleton Parish. However, there may be personal circumstances where the Company could extend the tenancy subject to the applicant meeting an agreed tenancy extension criteria.
- (z) **Payment of the invoice is deemed acceptance of these conditions**

MosBeachHuts@mosbhc.co.uk