



## Hut 5 Bulverhythe East Beach Huts, Cinque Ports Way, St. Leonards-on-Sea, TN38 0FD

A chance to acquire a seafront Beach Hut on St Leonards Beach

- Leasehold
- Offers in excess of £30,000 inc VAT
- A short walk to the communal toilet block
- Vehicular access
- Yearly ground rent of £946pa inc VAT
- Call for an appointment to view

Summary

|                |                                               |
|----------------|-----------------------------------------------|
| Available Size | 113 sq ft                                     |
| Price          | Offers in excess of £30,000 inc VAT Leasehold |
| Rateable Value | £1,450                                        |
| EPC Rating     | EPC exempt - Stand-alone building < 50m2      |

Description

This timber constructed beach hut forms part of a row of huts to the East of Bulverhythe. It benefits from double doors to the front and a small rear window.

Location

The Hut is located directly on the St Leonards Beach to the east of Bulverhythe with a direct sea view. Access by car to the rear of the Huts is via a locked gate off Cinque Ports Way.

Accommodation

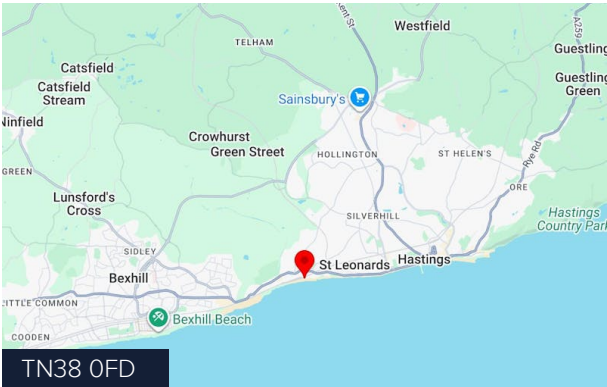
The accommodation comprises the following areas:

| Name               | sq ft | sq m  |
|--------------------|-------|-------|
| Ground - Beach Hut | 113   | 10.50 |
| Total              | 113   | 10.50 |

Terms

The Hut is available at an asking price of offers in excess of £30,000 inc VAT Leasehold with a current yearly ground rent of £946pa inc VAT

A draft copy of the lease is attached to these particulars.



Viewing & Further Information



**Alex Hobbis**

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More properties @ [dyerandhobbis.com](https://www.dyerandhobbis.com)



# PRIVATELY OWNED BEACH HUT SITE CONTRACTUAL PERIODIC TENANCY

Hastings Borough Council  
Muriel Matters House  
Breeds Place  
Hastings  
TN34 3UY

Office Use Only

This agreement dated .....is made between

HASTINGS BOROUGH COUNCIL of Muriel Matters House, Breeds Place, Hastings, East Sussex, TN34 3UY ("the Council")

and

{customerName} of {customerAddress} ("the Tenant")

Site means Beach Hut Site No: {txHutNumber}, {soHutArea}, St. Leonards-on-Sea, being a site measuring [INSERT DIMENSIONS] (a plan of which is available from the Council on request).

The period of the tenancy created by this agreement ("the Period") is a period of one year commencing on 1<sup>st</sup> January {calcYear} and continuing thereafter from year to year (each year commencing on 1<sup>st</sup> January) until terminated in accordance with Clause 6 of this agreement.

The annual rent shall be £{txCharge} (exclusive of rates and VAT) or as amended in accordance with Clause 5 of this agreement.

The administration fee for recording changes is £{txCharge} or as amended in accordance with Clause 5 of this agreement.

If the Tenant comprises more than one person the Tenant's obligations in this agreement are joint and several and may be enforced in full against any of them or all of them.

An obligation in this agreement on the Tenant not to do something includes an obligation to use all reasonable endeavours not to allow it to be done by anyone else.

Where the word "include" (or variants of it) is used in this agreement, the words following it shall be interpreted as a non-exhaustive list.

## 1. Grant of tenancy

In consideration of the Tenant's undertakings, the Council grants to the Tenant a periodic tenancy for the Period.

## 2. Tenant's Undertakings

The Tenant undertakes to the Council:

- a. To pay the annual rent in full in advance on the signing and dating of this agreement and thereafter to pay the annual rent in advance on every 1<sup>st</sup> day of January during the continuation of the tenancy created by this agreement (provided that if this agreement is dated on any date other than 1<sup>st</sup> January, the annual rent due on signing shall be a pro rata amount);

- b. Not to transfer the tenancy created by this agreement to any other person;
  - c. Not to sublet the Site;
  - d. To pay all rates, taxes and other impositions and outgoings payable during the tenancy created by this agreement in respect of the Site and its use.
  - e. Not to allow to stand on the Site any structure other than (i) the beach hut purchased from the Council by the Tenant (or, where applicable, any of the individuals comprising the Tenant) in the same year as signing this agreement or (ii) a beach hut, the plans and external decoration of which have been approved in writing by the Council prior to its placement on the Site;
  - f. Not to allow anyone to use any beach hut standing on the Site (referred to in this agreement as “the Hut”) in return for payment of money or payment in kind;
  - g. Not to make any alteration or addition to the exterior of the Hut;
  - h. To keep the Hut locked and secured when not in use;
  - i. To keep the Hut in good repair and good decorative condition;
  - j. Not to paint the exterior of the Hut in any colours not first agreed with the Council;
  - k. To display the Site number clearly on the front and back of the Hut;
  - l. To indemnify the Council at all times from and against any costs, claims or demands that may be made against the Council by third parties that would not have been made but for the grant of the tenancy created by this agreement;
  - m. To advise the Council within one calendar month of any change of the Tenant’s address or contact details and to pay the Council’s administration fee for recording the change;
  - n. To remove the Hut from the Site at the end of the tenancy created by this agreement, howsoever determined, and yield up the Site to the Council in a clean and tidy condition, and return to the Council any keys the Council may have issued to the Tenant for access to the Site or for the use of Council-owned facilities in the vicinity of the Hut;
  - o. Not to use the Hut for any purpose except that of a private bathing hut.
  - p. Not to do any act or thing which in the opinion of the Council (acting reasonably) may cause nuisance, annoyance or injury to the occupants of nearby premises or to other persons using the nearby beach, foreshore or promenade.
  - q. Not to deposit on the Site or any other part of the land, beach or foreshore belonging to the Council any bottles, paper or rubbish or other refuse of any kind.
  - r. Not to use the Hut or Site for the purpose of any business whatsoever (an in this agreement “business” includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate);
  - s. Not to affix any advertisement or poster upon the Site or Hut and not to have any writing displayed on the exterior of the Hut other than to display the Site number;
  - t. Not to allow any person to be present in the Hut for any purpose during each period commencing one hour after sunset and ending one hour prior to the subsequent sunrise for the duration of the tenancy created by this agreement;
  - u. Not to drive any vehicles to the Site save for the purpose of removing the Hut or installing a new Hut unless otherwise agreed with the Council and to comply with any reasonable restrictions or requirements the Council may impose relating to vehicular access to the Site for that purpose.
3. No claim for rebate of the annual rent shall be made against the Council in the event of the Hut or Site being damaged or otherwise rendered unusable from any cause whatsoever.
  4. The Council shall not be responsible for any damage accidental or otherwise that may occur to the Hut or contents therein or for any injury to the Tenant or the Tenant’s invitees caused by third parties using the beach or foreshore caused by any of the Council’s other tenants or licensees.

5. The Council may vary the annual rent and its administration fee for recording changes with effect from and including the 1<sup>st</sup> day of January in any year by giving prior written notice of variation to the Tenant. To be effective, the notice of variation must be served by the Council not later than the 1st day of November in any year to give the Tenant sufficient opportunity to give notice to the Council to bring the tenancy to an end as provided in Clause 6 of this agreement.

**6. Termination**

- a. The tenancy created by this agreement may be brought to an end by the Council giving the Tenant not less than six calendar months' notice to expire on 31<sup>st</sup> December in any year.
- b. If there shall be any breach of the Tenant's undertakings contained in Clause 2 of this agreement the Council shall be entitled to terminate the tenancy created by this agreement without any rebate of the annual rent and require the removal of the Hut from the Site either
  - i. at any time after 28 days' notice has been given of non-payment of the annual rent and where the annual rent (or part of it) remains unpaid; or
  - ii. at any time if the Council has served a notice on the Tenant to remedy any other breach under Clause 2 and after 28 days of the notice the breach has not been remedied.
- c. The tenancy created by this agreement shall terminate immediately if the Tenant sells the Hut to anyone who is not a person named as the Tenant in this agreement.
- d. The Tenant may bring the tenancy created by this agreement to an end by giving the Council not less than one month's notice at any time, in which case the Tenant shall not be entitled to any rebate of the annual rent. If the Tenant comprises more than one person, a notice given by any of the persons comprising the Tenant in accordance with the provisions of this clause shall be effective to terminate the tenancy.

**7. Removal of Hut**

- a. Upon determination of the tenancy created by this agreement, howsoever determined, the Tenant shall immediately remove the Hut from the Site and restore the Site to its former condition.
- b. If the Tenant fails to remove the Hut within one month from the determination of the tenancy created by this agreement, the Council may itself either (i) dismantle the Huts and dispose of the materials and contents in such manner as they think fit (including by sale of the Hut and its contents) and recover from the Tenant the cost incurred by such removal and disposal without any reimbursement to the Tenant or (ii) sell the Hut and/or contents in such manner as they think fit and after deducting any sums which may be due from the Tenant, including the cost of sale, forward the balance to the Tenant. The rights of the Council set out in this clause are in addition to any rights the Council may come to have to deal with the Tenant's property under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982.

**8. Council as Local Authority**

- a. Nothing in this agreement shall prejudice or affect any of the statutory powers obligations and duties for the time being vested in the Council as a local authority and all such rights powers obligations and duties shall be enforceable and exercisable by the Council in respect of the Site as fully and freely as if the Council were not the owner of or otherwise interested in the Site and as if this agreement had not been made.
- b. No approval consent direction or authority given or granted by the Council as a party to and in pursuance of the provisions of this agreement shall be or be deemed to be given or granted by it in any other capacity (including as local or other statutory authority) and vice versa.

## 9. Notices

- a. Subject to clause 9b, any notice to be served on either party under this agreement shall be in writing and shall be deemed to be sufficiently served on the Council if sent by first class post addressed to the Coastal and Commercial Services Manager of Hastings Borough Council at Muriel Matters House, Breeds Place, Hastings, East Sussex TN34 3UY (or to such other officer or address as the Council may give notice of to the Tenant) or upon the Tenant if sent by first-class post to the Tenant's address set out in this agreement or, if the Tenant has given the Council notice of a different address in accordance with clause 2(l) of this agreement, to that address, provided that if the Tenant comprises more than one person and those persons have different addresses, a notice sent by first class post to any of those addresses shall be deemed to have been served on all persons comprising the Tenant. A notice sent by first-class post (whether ordinary or recorded) in accordance with this clause shall be deemed to have been served at 11am three postal days after posting, even if the recipient can prove that it was not in fact delivered by that date, a postal day being a day on which Royal Mail usually delivers post.
- b. Either party to this agreement may validly serve notice on the other using the My Hastings online system or such other online system as may be used from time to time by the Council for the administration beach hut lettings. Any message sent on such system for which the sender has proof of delivery shall be deemed to have been received immediately after sending if sent during hours when the Council's main office is open for business or shall be deemed to have been received at the time the Council's main office is next open for business if sent outside those hours.

Signed: .....

Name.....

Signed: .....

Name.....

Signed by an Authorised Officer for and on behalf of Hastings Borough Council

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