

Clarification of Council Policies regarding Beach Huts and Chalets 2017/18



Each licence issued by the Council and signed by both a representative of the Council and the licence holder aims to outline the operational rules, roles and responsibilities of both the Council and the Licence holder. Underpinning the licence are policies which detail the management of the chalets and hut sites in order to ensure clarity and equity. Details relating to those policies are outlined below. These policies are not exclusive and are subject to change. Licence holders can request an updated copy as required.

Waiting Lists

1. A non-refundable payment of £25 per list is to be charged to join or remain on a waiting list. Applicants may apply to be on as many lists as they wish but the cost remains £25 per list. The resort lists are as defined below;

CHALETs (Brick built)	HUT SITE (Provide your own hut)
Cromer (east or west)	Cromer East
Sheringham	Cromer West
	Sheringham (east or west)
	Overstrand
	Mundesley

2. The waiting list applicant(s) must be;
 - Over 18 years old
 - Must consist of no more than two persons residing at the same address per entry
 - Children, siblings or other persons cannot be added to the waiting list and will not form part of any ongoing licence when it is offered
3. Applicants can request specific requirements such as the site location or type of chalet or hut site, on the understanding that they will NOT be offered a hut site or chalet that does not match the specific requirements. It should be noted that this may lengthen the time applicants remain on the waiting list.
4. Both Chalets and hut sites are offered strictly to the next person on the waiting list as they are relinquished.
5. Applicants are given two refusals before being returned to the bottom of the waiting list.
6. Once a chalet or hut is offered and accepted, applicants may remain on other waiting lists if desired. No refund is made if they choose to be removed from other lists. However applicants will only be offered ONE hut or chalet and acceptance of an alternative will result in the licence of the former site/chalet being relinquished.
7. It is the responsibility of the applicant to keep the Council informed of change of address/contact details. NNDC holds no responsibility for people not keeping their details up to date. People who cannot be contacted when a let is offered will be removed from the list without recompense or reinstatement.
8. Places on the waiting list are NOT transferable. There is no right of succession to a place on the waiting list.
9. Names/individuals cannot be changed/added to the waiting list excepting where one part of the party has changed status such as in the instance of death, divorce or marriage. Any changes must be made in writing to the Assets & Leisure team.
10. There is a 14 day cooling off period. Please contact the Council if you wish to cancel your application to be on the waiting list please during this period.
11. The Council reserves the right to cap the waiting list and close applications for a set period.
12. The Council reserves the right to refuse any application to a waiting list.

Reimbursements

When a current Licence holder decides they no longer wish to enter into an agreement with North Norfolk District Council and consequently relinquish use of the site or chalet they have to confirm, in writing, to Property Services their desire to relinquish the site/chalet and the date of effect.

The Council operates a sliding scale of reimbursement ie the 'value' of the site or chalet in December is not equal to the value of the same in August. A reimbursement is offered based on a refund (using the sliding scale) of the remaining whole months less £30 for administration fees. For a copy of the scale please email propertyservices@north-norfolk.gov.uk

Locks on Council owned premises

The Council reserves the right to access those chalets or beach huts it owns at any time to undertake inspections and maintenance work. For this reason all of the locks are on a master key system and licence holders are NOT permitted to replace the locks. Where possible, at least 28 days notice of intention to enter chalets will be given to the licence holder. However it must be remembered that occasionally entrance is required to deal with, for example, storm damage, vandalism or structural defects when notice is not possible prior to taking remedial action.

If a lock seizes or fails then every effort should be made by the licence holder to contact NNDC to request a new lock. In extenuating circumstances when a lock fails and has to be replaced by the licence holder because no remaining locks are in situ or the Council Offices are closed, a subsequent request must be made to the Council within 48 working hours to provide new locks.

Every attempt is made to fit new locks quickly and once fitted keys are forwarded to the licensee or arrangements are made for collection.

Where personal locks are found to have been fitted without explanation the Council reserves the right, without notice, to remove the lock and fit its own.

Sub-letting

Sub-letting of huts or chalets is NOT permitted.

Sub letting is deemed to be;

- Any use of a hut or chalet by a person or party who is not the licence holder, or a friend or family member of the licence holder, where the exchange of monies takes place for the use of the hut or chalet; or
- The advertising of a hut or chalet as part of the promotion of a holiday let, bed and breakfast or similar business establishment, where exchange of money does or does not directly take place for the use of the hut/chalet by the third party; or
- Any use of a hut or chalet for commercial or other benefit or gain by the licence holder.

Where evidence shows licence holders are in breach of their licence the Council will issue of written request to comply. Failure to comply within 2 weeks will result in the licence being revoked and the occupant being given 4 weeks to remove their hut and/or personal belongings. Failure to remove chattels will result in the hut or chalet contents being removed and (if appropriate) sold to cover costs.

Rights to succession

The general position is that there is no right to succession: licences are for the person(s) to whom the licence was originally granted only. The holding of a licence is restricted to a maximum of two persons both of whom must be resident at the same address.

That means, upon the renewal of a licence each year, the names on the licence will usually be those on the licence in the previous year. It will not be possible to add new names except in the circumstances set out below.

In the event of death of one of the licensees, a new licensee who is a spouse, partner or civil partner living at the address of the existing licensee would be allowed to replace a licensee. Similarly, in the case of a divorce or separation of a couple, the person who remains as licensee would be allowed to add a new person, that is to say a spouse, partner or civil partner (subject to the residence restriction).

It is not possible to pass on the licence to adult children by adding their name to the licence. The only way that this could take place is for the adult children to add their name to the waiting list. If they were at the top of the waiting list, then they would be allowed to remain in that position waiting to “take over” their family’s beach chalet or hut licence.

Multiple licenses

A licence is issued to an individual or couple occupying the same address. To ensure a fair and equitable approach to those on the waiting lists only one premise (eg hut site OR chalet) is permitted to be held by a licence holder(s). Where multiple licenses are found to be held or applied for the Council will terminate all licenses with immediate effect. This will be strictly adhered to and regularly monitored.

BEACH HUT SITES ONLY

Huts site sizes and encroachments

A Beach Hut site area is deemed to be 3m frontage x 2.5m depth. A minimum 45 cm ‘gap’ either side is included as part of the hut site. In some circumstances this adjacent area may be larger, however there is no entitlement to use that space with your licence.



Licence holders are not entitled to utilise or encroach by way of decking, paving or similar built structure any areas outside of the site area outlined above. If clarification is needed in order to correctly position on the site then this should be sought PRIOR to the installation of the hut.

Licence holders are not permitted to make changes to the surrounding cliff face, promenade or vegetation by way or clearance, re-enforcement or installation of barriers or hoarding. If problems are evident please contact the Council for rectification / advice.

Insuring your hut

The requirement to insure your hut has been part of the hut site licence for many years but it was apparent, following the tidal surge, that many people did not insure their huts as requested.

Whilst we realise the huts are the property of the licence holder, because they are sited on public land which is frequented by the general public, the Council has a responsibility to take an overarching view of any site. This means essentially that the Council has to act appropriately where safe access to a site may be compromised. Devastation of multiple property makes clearing up very complex and if structures become dangerous then individual clear up is practically impossible to manage effectively. In a similar situation any works are still likely to be undertaken by the Council through appropriate contractors but in future the Council may seek recompense from the hut owner for undertaking this work.

In any such circumstance we can assure you that;

- The Council will not undertake any demolition of huts without prior notice and consent from licence holders (except in extreme circumstances where the structure is so damaged as to be an immediate danger to site users or the public);
- No claim by the Council towards this cost will exceed £500 per hut per claim;
- We will deal with your insurance company direct where possible;
- Provide a breakdown of the costs incurred upon request;

- Keep you informed at all times.

As a result we now require that:-

- Hut insurance includes a sum (minimum £500) to cover the cost of its demolition / clearance (many hut insurances do include this as standard).
- Hut owners submit a copy of the policy schedule as proof of insurance.

Our research has shown that insurance of a £2k hut is around £110 per year. Please note insurance of the contents is optional.

Sale of Huts

When a current licence holder decides they no longer wish to enter into an agreement with North Norfolk District Council and consequently relinquish use of the site, they have to confirm, in writing, to Property Services their desire to relinquish the site and the date of effect.

Current site holders are not permitted, under any circumstances, to sell-on, swap or transfer the rights to the site to a new or current site holder.

Sites are offered on a strict basis of next on the waiting list which is held and maintained by North Norfolk District Council Property Services.

If the out-going occupier wishes to sell their hut they must inform Property Services that they are happy for their contact details to be passed to the next person on the waiting list.

The two parties can negotiate a price for the sale/purchase of the hut but the new site holder is not bound to purchase the hut from the outgoing site holder and likewise the out-going site holder is not bound to sell their hut should they wish to keep it.

If agreement is not made and the new site owners wishes to purchase a new hut it is the responsibility of the out-going site holder to organise collection/removal of their hut from the site or from the storage facility within one month of the termination of the agreement.

If you require further clarification on any of the above policies please contact us via email: propertyservices@north-norfolk.gov.uk or write to Property Services, NNDC, Holt Road, Cromer NR27 9EN