

CONDITIONS OF USE FOR BEACH CABINS & CHALETS (KNOWN AS THE FACILITY)

1. The facility is to be occupied for the hirer's personal leisure use and that of his/her family. The facility shall not be transferred or sub-let, nor used for any trade, business, or commercial activity.
2. The hirer shall not place or permit to be placed any advertising matter on any part of the facility.
3. The hirer shall not use, or permit to be used, the facility, for overnight sleeping or accommodation.
4. The hirer shall be responsible for the good behavior of all persons using the facility. The hirer/owner must be considerate of neighbouring tenants regarding space outside the facility, music and noise and shall not cause or permit a nuisance in or around the facility which shall cause annoyance, inconvenience or disturbance to occupiers of neighbouring facilities or to the public. All relevant Council Byelaws must be observed.
5. Vehicles can only be taken onto beach chalets & cabin sites for the delivery and removal of contents at the beginning and end of the summer season. Access is permitted between 18th March and 14th April and at end of the summer season between 16th September and 14th October, however if a bank holiday should fall between these periods, the gates will be closed and locked for the bank holiday. Vehicle access outside of these permitted dates must be preauthorized by the Harbour Authority. Vehicles are not permitted to park at any time on promenades or council greens.
6. Any infringement of conditions 1, 2, 3, 4 or 5 may result in the withdrawal of the facility without refund.
7. It is the responsibility of the hirer to insure their personal possessions kept within the facility.
8. The storage of any highly flammable substances such as petrol, spirit or paint is strictly forbidden. The storage of any hazardous chemical, solid or gaseous substance is prohibited in the facility or the vicinity of the facility on Council land. However see note 9.
9. Calor gas may be used for cooking purposes in cylinders only up to and including the maximum size of 7 kg and used in line with manufacturer's instructions, a suitable fire blanket must be provided by the user. Larger sizes and red cylinders should never be used.
10. Solid fuel BBQs (such as charcoal) which produce smoke are not allowed on any promenade or park area unless in an area specifically provided for their use.
(Barbecues or open fires are not allowed on any of the council's beaches.)
11. The hirer shall not operate or allow to be operated any radio or music system in such a manner as to cause annoyance to other users.
12. It must be clearly understood that the hire of any facility does not confer rights of any description to any area of promenade or beach or council land.
13. The council reserves the right to offer alternative accommodation in the event of the facility not being available for any reason. Should there be any disruption to the availability of any facility there will be no liability by the council actual or perceived to reimburse for any breach of contract or loss of amenity.
14. The council shall not be liable for any damage, costs or expense which may be sustained or incurred by the hirer as a result of any damage or loss arising out of storm, violent weather, a fall of rock, earth or other debris, or any reason which is outside of the council's control, to

hirers hut or any personal property or furniture installed or left in any facility, or in the event of the council or its officers considering it necessary to temporarily remove such property or facility at short notice in the interests of Health and Safety or other urgent requirement which precludes reasonable notice being given.

15. Power is supplied to the chalets and is charged for on prepaid cards, obtained from the Council. No appliance other than a small domestic refrigerator should be left on when the chalet is unoccupied. In order not to overload the power system the multiple use of appliances should be limited. Appliances used could be a 1.5 KW electric heater and a small microwave; however the use of a 1.5 KW heater and a kettle at any one time is not permitted and would result in the supply within the beach chalet tripping. The Tenants' would need to switch off the heater before using a kettle, for example. The use of a small domestic fridge and a single other appliance is acceptable.

The maximum size heater to be used per beach chalet: 1 x 1.5 KW

The maximum size kettle to be used by any beach chalet: 1 x 3KW

16. Should the electricity supply be interrupted for any reason the council will not be liable. If the interruption is as a result of overloading of the circuit by the hirer then the hirer will be responsible for any call out costs.
17. At the end of this agreement all personal property is to be cleared from the facility, unless by agreement with the Service Manager. At the end of this agreement all personal property and litter is to be cleared from the facility and the facility left in a clean and tidy state, this includes all furniture fitted, unfitted, any damage caused by this should be made good by the hirer, unless by agreement with the Service Manager. Any personal items left at the facility will be removed and may be sold by the Council without incurring any liability for any loss or damage which may occur. If any costs in the disposal of personal items are incurred by the Council, the Council will seek to reclaim the costs from the hirer. Toilet cards must be returned to SWISCo at the end of this agreement, failure to do so will incur a cost of £25.00.
18. One set of keys will be issued for the facility; it will be the responsibility of the hirer to obtain any further keys. At the expiration of the agreement all keys must be returned to the Council officer.
19. In the timber chalets there should be no fixed full floor covering put in place or remain in position for any reason over the winter period to prevent the development of condensation.
20. Hirers must make good or pay for any damage caused by them excepting ordinary wear and tear.
21. The external decoration is the responsibility of the council, internal decoration is the responsibility of the hirer.
22. The facility is not transferable to any other person, including family members.
23. The facility holder may relinquish the facility at any time during the contracted period by contacting our administration team in writing by email or letter. However, the facility holder will still liable for the full contract amount if the Harbour Authority is unable to re-let the site or facility, in which case a pro-rata refund will payable upon start of new third party contract. This change will incur an administration charge.

If any hirer fails to observe any of the above conditions of use, or fails to pay invoices without prior arrangement, or any seasonal charges by the due date the council reserves the right to terminate the agreement giving not less than seven days written notice.

By paying the facility invoice you agreeing to adhere to these conditions of use.