

CONDITIONS OF USE FOR BEACH HUTS SITES (KNOWN AS THE FACILITY)

1. The facility is to be occupied for the hirer's/owner'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/owner 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/owner 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 Council land (promenades and greens) for the delivery and removal of huts and or contents. All huts must be in place before the end of April, and not removed before 1st of October. 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. Any huts left on site beyond 31st October will incur an additional charge for the period it remains on site.
8. It is the responsibility of the hirer/owner to insure their huts and or personal possessions.
9. 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 10.
10. Calor gas may be used for cooking purposes in cylinders only up to and including the maximum size of 7 kg. In line with manufacturer's instructions. Larger sizes and red cylinders should never be used.
11. 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.)
12. The hirer/owner shall not operate or allow to be operated any radio or music system in such a manner as to cause annoyance to other users.
13. 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.
14. 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.

15. 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.
16. At the end of this agreement all personal property and litter is to be cleared from the facility site and the facility site left in a clean and tidy state, unless by agreement with the Service Manager. Any personal items left at the facility site 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.
17. The facility is not transferable to any other person, including family members.
18. 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.

BEACH HUTS

1. The owner is to obtain approval from the Tor Bay Harbour Authority as to the design, size and colour to ensure that any proposed or existing beach hut conforms to the standard required by the council. No other design or style will be allowed. The body of the hut must be white whilst the door and fascia's may be any colour (see attached information).
2. Fascia boards must not extend beyond the edge of the roof and all pointed ends should be rounded.
3. The owners of beach huts must keep them substantially repaired and in good order, including roofing felt, regular painting and maintenance of the exterior. The correct site number must be clearly displayed on the hut. Council staff will periodically inspect huts and owners will be contacted if they are deemed to be either unsafe or unsightly. If repairs are not undertaken in a timely manner the facility may be withdrawn.
4. Nothing should protrude from the hut that is likely to cause any injury to people or animals.
5. Huts that are stored by the council must have all loose items removed, fitted and unfitted by the end of the agreement, and not be of excessive weight for manual handling. Huts identified as being heavy may not be stored by the council. Huts are moved and stored by the council at the owners own risk.
6. At the expiration of this agreement private huts are to be removed from site and the site reinstated to the same condition as at the date of commencement. Damage by storm or other violent weather is excepted.
7. In the event of failure to remove the hut from the site or the failure to contract Torbay Council to store the hut, the owner shall be required to permit the council to do so and to pay the council all reasonable costs and expenses incurred by them in order to clear the siting location in accordance with the council's schedule. The owner may also be charged per month or, part of month, while ever the hut is still on site outside of the agreement dates.

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.

Beach Hut Specifications

The huts should be of a timber construction (shiplap), modern composites can be used as an alternative to timber, with a floor area of approximately 36 square feet.

The apex should be no higher than 8 foot 2½ inches at an angle of 110°.

No other sizes are acceptable. When contacting a supplier please state your hut is for a site in Torbay.

The roof and fascia should not over hang the sides by more than 3".

The fascias may be of any shape, but should not end in a point.

The doors may be either left or right handed, and should open outwards as this improves the security.

Seasonal hut users at Corbyn Head, Preston Sands, Roundham, Goodrington Sands and Broadsands Beach may paint their hut doors and fascia any colour by agreement.

