

Beach Hut Lettings – Terms and Conditions

Beach huts – Folkestone and Hythe

Folkestone & Hythe District Council ('the Council' / 'FHDC') manage 126 beach huts across the District of Folkestone & Hythe ('the District'). Eleven huts are located on Marine Parade, Hythe, and another 115 huts at Marine Walk, Folkestone. The latter are owned by the Folkestone Parks and Pleasure Grounds Charity, for which the Council acts as trustee.

Lease Terms

The beach huts are currently leased on two-year terms.

From 2023, the Folkestone huts will be leased for a five-year term, coterminous to 2028 with an annual mutual landlord-tenant break option.

We do not offer daily, weekly or monthly rentals.

Tenants

Sections 24 to 28 of the Landlord and Tenant Act 1954 will be excluded from applying to the beach hut leases, which means that tenants will not have an automatic right to renew their lease at the end of the lease term.

However, in general it is anticipated that existing tenants will be offered a new lease at the end of the term, unless they have breached the terms of their lease.

Rent

The annual rent for the huts is set out as follows:

- Hythe beach huts: £875pa* exclusive of VAT
- Folkestone beach huts (large): £1,333.33pa** exclusive of VAT
- Folkestone beach huts (small): £1,000pa** exclusive of VAT

*The rents for Hythe are currently set to lease expiry dates in 2024.

** The rents for the Folkestone huts have been determined in accordance with market value and applied to the 2023 – 2028 leases. The rental figures stated above will be the rents at the commencement dates of the new leases agreed in 2023. The rents stated above will be increased annually by 5%. The rent for any new leases agreed between 2024 and 2028 will be charged at the prevailing rate at their commencement.

VAT is applicable to beach hut rents and will be applied at the prevailing rate. You will receive an annual invoice for your beach hut lease. The annual rent needs to be paid in advance, in full and within 14 days of the invoice date. You can pay your invoice online by following the instructions on the invoice. Failure to pay will result in the Council forfeiting the lease (this means the tenant will be evicted from the beach hut). Late payment of the rent may result in the Council not renewing the lease with the tenant. Rent payment instalments are not accepted.

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Waiting list

There is a waiting list for those interested in leasing a hut which is operated in a traditional first-come first-served basis. Due to high demand, this list is currently closed and any new waiting lists will be capped at 100. If the waiting list is re-opened, we will update this page with details of how to join.

In the event that an existing tenant exercises their break option and hands their hut back during their five-year term (2023 – 2028), a new lease will be offered to the next on the waiting list. Where new leases are agreed, the lease term offered will be coterminous with the end of the five-year period i.e. 2028. The rent from the commencement date of any new lease will be set in accordance with the rents charged to the other huts at that time i.e. at the prevailing rate.

We are currently exploring opportunities to install additional huts in the District.

Allocation

A maximum 15% allocation of beach huts to those residing outside of the District.

Repairs

Tenants are responsible for their own internal fixtures and fittings. Non-structural alterations to the interior are permitted but all alterations must be removed, and any damage remedied at the end of the term to the Council's satisfaction.

The Council is responsible for external repairs and decoration including the doors only. If your beach hut needs an external repair (in accordance with the terms of your lease), you can report this to us via email: beachhut.repairs@folkestone-hythe.gov.uk

Business rates (non-domestic rates)

Beach huts are classed as non-domestic property which means they are liable for non-domestic rates, usually known as business rates. Tenants will receive a business rates demand notice telling them how much to pay.

You may be eligible for small business rate relief on your beach hut. To find out more visit: <https://www.folkestone-hythe.gov.uk/business/business-rates-and-advice>

You will need to provide identification of your identity as well as a copy of your lease.

Additional Terms and Conditions

- i. There is not an automatic option to renew to existing tenants at the end of the lease and it will be at the Council's discretion as to whether a further agreement is offered to the existing tenant.
- ii. Assignment and subletting of beach huts is not permitted.
- iii. The tenant must comply with all terms of the lease. Any breaches of the tenancy agreement, including non-payment of the rent, may result in forfeiture of the lease and there will be no right to a hut in the future.
- iv. Replacement of lost keys for the padlocks may result in a charge being made in accordance with the Council's published discretionary fees and charges.

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- v. One-off vehicular access may be permitted to enable drop-off or collection of possessions to the huts on Marine Walk, Folkestone, at the beginning and end of the lease only.
- vi. Leasing of one hut per household only is permitted (i.e. persons living as a family unit at one residence).
- vii. In the event of the death of a tenant, first refusal for the remaining term will be offered to the spouse only at the same address.
- viii. Please note there may be other charges payable by tenants in association with their beach hut including all present and future rates, taxes and other impositions and outgoings.

Waiting list

- ix. When a hut becomes available within the lease term, the hut will be offered to the next on the waiting list, in date order of interest expressed, for the remaining length of the term.
- x. Where a hut is offered, the waiting list member has fifteen working days to respond/accept. If no response is received, the name is taken off the list and offered to the next on the list.
- xi. Applicants cannot choose a hut and if an offer of a hut is refused, the applicant is removed from the list.
- xii. Waiting list applicants must be over 18 years old.
- xiii. One application per residence only permitted.
- xiv. Once the offer of a hut is accepted, the applicant's name will be removed from the waiting list.
- xv. It is the responsibility of the applicant to keep the Council informed of any change to their contact and address details. Applicants who cannot be contacted when a hut is offered to let will be removed from the list without reinstatement.
- xvi. Places on the waiting list are not transferable. There is no right of succession to a place on the waiting list.
- xvii. Existing tenants may not apply for second huts.