

**Tankerton Bay Beach Hut Owners' Association
& Beach Hut Watch Scheme**

MINUTES

***Of the Annual General Meeting
Held on Sunday, 7th November 2010
At the Masonic Hall, Cromwell Road, Whitstable***

<i>Present:</i>	Daniel Hardy	Chairman
	Keith Jones	Deputy Chairman
	Anthony Ahern	TW Representative
	Brenda Bradshaw	Website Co-ordinator
	Jain Castiau	Committee member
	Mike Charlwood	Membership Secretary
	Ian Chatfield	Committee member
	John Marsh	Treasurer
	David Richards	Beach Hut Watch Assistant Secretary
	Marilyn Richards	Association Secretary

<i>Apologies:</i>	Joe Alexander	Assistant Secretary
	Ken Tappenden	Beach Hut Watch Secretary

1. Chairman's Introduction

Daniel Hardy, Chairman of the Association, welcomed everyone to this year's Annual General Meeting, which was the ninth such meeting since the Association began. He began by saying that apologies had been received from members who were unable to attend, namely Peter Berg, John Burden, Michael and Gillian Dakers, Richard and Jennifer Llewellyn, Pat Sheldrake, Gill Smyth, and Mrs. And Mrs. Worrall. There were approximately 26 members in attendance, which was a disappointingly low turnout, compared to past years.

Two welcome invitees were Mr. Andrew Cook, of the Herne Bay Beach Hut Association, with which our Association is closely affiliated, and Ms. Helen English, a member of our Association, who was also a barrister, and who had helped us greatly during the past year on certain legal advice.

The Chairman said that he would be standing down this year, as was our PR representative, Mrs. Hilary Tongue. Mr. Hardy said that Ms. Jain Castiau, our former Chairperson and founding member of the Association, would be putting herself up for election as Chairperson at the end of the meeting.

He told the members present that we currently have 235 members (from a total hut population in Tankerton of 380), and these members comprised 79 in Tankerton and Whitstable, 36 in Herne Bay and Canterbury, 72 elsewhere in Kent, and 48 elsewhere in the country.

Mr. Hardy said that if there is ever a need to contact members urgently to tell them of particular Council plans that may be in the pipeline, and we need them to vote for the action they wish us to take, we will call an Extraordinary General Meeting (such as we did during the Council Scrutiny Meetings last year). We will also send out Newsletters, if this is deemed useful.

In the meantime, Mr. Hardy asked by a show of hands that members supported the Committee acting on their behalf. This was unanimously agreed. (This does not however preclude the Committee from seeking input from members at some future date should this be considered appropriate.)

Mr. Hardy said that there always has to be a compromise with the Council, but they make compromises too, and the Committee will not negotiate anything which they believe is not in the best interests of the majority of members, and will keep the membership advised of discussions with the Council via updates on the Association's website.

Mr. Hardy then introduced the Secretary, Mrs. Marilyn Richards.

2. *Working with the Council – one year on. What's been happening?*

Mrs. Richards said that, once again, we have been busy this past year in continuing negotiations with Canterbury City Council. One item was the Council's plans for new-build huts, whenever a hut owner wished to demolish his or her hut and replace it with a new one. The Council is keen to formalise the style of the huts, plans of which were available at the meeting, and which can be found on the Council's website, www.canterbury.gov.uk/coast

Style/Plans for Beach Huts - The new plans are for a standard beach hut style, very similar to the current Tankerton huts – either 'open', with a balcony, or 'closed-in', as some of the newer huts are. The main change will be that the Council will impose a strict 'footprint' size, and must adhere to the 10' x 10' size, plus a set of steps. Hut owners will not be able to build 'outwards' (in the 'pulpit' shape) or have steps that snake around the side of the hut and are then built-in to form a larger structure.

Council's plans for its own Beach Huts - Mrs. Richards reminded the members that, at last year's AGM, we outlined the Council's plans to build its own huts, available to be rented by the general public. At that time, the Council wished to build 'infill' huts among the current privately-owned huts, where there were gaps and/or forming perhaps a new row at the back of a group of huts, where there was available space.

Those plans have now been abandoned by the Council, due to planning difficulties, and the Council is now looking at a range of new sites in the area between Seasalter and Reculver. Again, any new sites will have to follow the Council's own Planning rules, and any member of the public may object to whatever site is deemed favourable. Nothing has been decided yet, but there is nothing that Mrs. Richards and Mr. Andrew Cook have seen so far that we need to be worried about. We will keep you informed on this.

Working with the Council - Mrs. Richards referred to her comment in the Autumn Newsletter about plans that the Association had, under the auspices of the 'Big Society'. She said that it behoves each of us to become more involved in the running of the beach huts.

The Council is keen that we get involved, for two reasons. It saves them money, and uses our time. We're keen, as an Association, to get involved, as it shows our commitment to the beach huts, and such a partnership should encourage the Council to look favourably on beach hut owners when it comes to such financial decisions as how much we are likely to pay for our rents.

Nothing of course is ever written in stone, but if we can save the Council some cash, and run certain things ourselves, then it is less likely to dip its hands into our pockets each and every year.

All we have ever asked from the Council is to allow us the quiet enjoyment of our huts, and to charge us only a fair and reasonable rent on the land that we use.

Mrs. Richards said that although she had asked, at numerous AGMs over the years, for hutters to help us out in keeping an eye on the huts, and to notify the Association when a hut is vandalised or vulnerable, this year it is imperative that we do something. It is in all our interests to do so.

Mrs. Richards suggested that we set up an informal group of willing participants who will visit their own section of huts, armed with a tick-list (which the Association will provide) and note down the condition of each of those huts, together with a digital photo of front, back, and sides. Each hut should be identified with its number and area (25 Long Rock, say) and emailed to the Association. All of this information will be collated together. *(Do contact us for further information on this point; the technicalities are still being arranged. If you can help us out with those technicalities, we would be pleased to hear from you).*

This will provide the basis of a hut inspection (such as the Foreshore Office provided until a couple of years ago) and which can be used to identify each hut and its current condition. Mrs. Richards indicated a detailed plan of each of the huts, and its position on the Foreshore. Each yellow dot showed that a hut was an Association member.

Mrs. Richards asked for a show of hands to indicate what sort of support the members might have for this initiative, and approximately half of those members present indicated their support for this idea. Mrs. Richards said that this need not be difficult. No one expects it to be done in one weekend. But it will help us and the Foreshore Office no end.

She also asked the members to organise things like litter-picking on the beach of it is something that locals appreciate; a couple of times a year wouldn't be hard, and we can help beautify Tankerton in the process. Again, a show of hands indicated a reasonable willingness to support this idea. Mrs. Richards said that litter-picker instruments, similar to the ones used by Serco, are available from Stocks in Cromwell Road.

With regard to other items that the Committee has been working on, Mrs. Richards said that we are still negotiating with the Council on the Long-Term Ownership Discount, which is given to hut owners who are pensioners, are local CCC tax-payers, and who have owned their huts for 15 years or more. We are working to extend this concession to those hut owners who meet that criteria, but live elsewhere in Kent, and do not pay Canterbury Council tax. We will keep you informed on this.

3. *New Beach Hut agreements – an overview*

Mr. Hardy then introduced Ms. Helen English, who provided the legal summary in the absence of Mr. Michael Dakers, who was unable to attend. The summary is reproduced as follows:

The Key Points:

a) *Nature of legal relationship between the Beach Hut Owner and the Council:* Counsel confirmed that the beach hut is owned by the Owner (not the Council). The Owner is permitted to erect the hut on a particular site, to which rights are granted by the Council. The Agreement amounts to a grant of rights to the site for a purpose. Counsel advised that the relationship met the criteria of a leasehold relationship.

b) *Benefit of a lease over a licence/issues of public law:* if this legal conclusion is correct, then the beach hut owners, as leaseholders, enjoy certain property rights. Counsel has advised that a public authority, while not bound by prior decisions, is bound to act fairly and reasonably. Part of this is to take into account the legitimate expectations of the beach hut owners, who had had a right of assignment of the agreement for the site (to enable the sale of a hut), for many years. Ms. English referred to the Council's own analysis of the legal relationship as set out in Council documents appended to the brief to Counsel.

c) *Private law:* Counsel had stated that the facts gave rise to issues of 'private law' (that is, the rights of private individuals in dealing with a grantor of rights) as well as issues of public law. Counsel emphasised that the 'connection' between private and public law, was complex.

d) *Acknowledgement of the relationship:* Counsel's advice to the Association was that we should endeavour to clarify with the Council the relationship so that any new document accurately reflects that relationship. At law, a leaseholder may assign the rights to a lease. The huts had a physical replacement value (currently, up to £4,000). However, the legitimate expectation of being able, at the time of a sale of a hut, to assign the right to the lease (to a site) increased the value. Counsel had confirmed that this right (of assignment) was a property right. If the right were removed, all we were left with was a physical building, (to remove or abandon) and in that case, the Council was taking away an incorporeal property right.

e) *The Compromise:* Ms. English referred to the arrangement negotiated with the Council (in 2009) of a 5x annual rental value payment, payable by the seller on the sale of a hut, at the time of the assignment. This arrangement had been intended to allow the Council to 'benefit' from the commercial value achieved on a sale, but, because of its value to the Council it should be implemented in conjunction with a formula for future rents: it had been intended to take account of the fact that the 'value' of a hut was only realised on the sale and assignment of the lease. Vast increases of annual rents would represent a hardship.

f) *Remedy:* Counsel opined that the issues might give rise to a remedy of Judicial Review. If the facts and issues were susceptible to this remedy then the Association would apply to the Court for a review of the decision reached by the Council. The Association would ask the Court whether the Council's decision fell within or without its duties/obligations as a public authority. Ms. English said that this process would be complicated, expensive, and time-consuming. It was important that we had had the benefit of Counsel's advice, and as well a written (approved) note of the conference with Counsel. Ms. English felt that the Association had done well on the members' behalf to pursue securing legal advice.

At this point, a member asked whether, if the Council changed again, whether the new Council (of whatever colour) could then alter again what had been agreed. Ms. English said, in short, no, because although a new Council is not bound to conduct itself in accordance with the conduct of a prior set of decisions 'the Council would be bound by its duty to act fairly and reasonably, taking into account the legitimate expectations of the persons who had purchased their huts with a right of assignment of the agreement.

Mr. Cook stood up at this point and said that we already had a full Lease document drawn up in draft, and he praised Ms. English for the very hard work that she had done to get us this far. Ms. English said that Mr. Michael Dakers, the barrister member who had spoken at last year's AGM, had been extremely helpful, and that it was an astonishing joint effort, together with the two Associations' skills and co-operation.

Mr. Cook said that the draft Lease would be gone through in detail at the next Foreshore Team meeting in November, and he said that we would continue to deal with the Council in a fair and reasonable manner. He said that the average hut owner would rather pay money to the Council on the sale of a hut, then face a rental bill of, say, £800 per annum. We believe that we have kept the Right of Assignment, and hut owners now expect rents to not be greatly increased.

He went on to say that we would try to press for a Five-Year Agreement, as we don't wish to go through this argument every year.

At this point, Ms. Jain Castiau asked whether a new Agreement would be in place from 1st April 2011. Mr. Cook said that he and Mrs. Richards would be asking about this at the forthcoming meeting in November, but he said that he believed that a new Agreement was unlikely to be in place by the 1st April 2011. He thought that the 5x rental part of the Agreement was likely to be the only piece in place, but this would not affect any hut owner who was not planning to sell their hut in the near future. He advised any hut owner who *did* plan to sell their hut, that they should not sign any Agreement without advice from the Associations.

4. *Treasurer's Report*

At this point, the Chairman introduced Mr. John Marsh, the Association's Treasurer, who referred the members to the copy of the accounts which had been provided to each member present. (*Any other member who wishes to see a copy may request one from us*). He referred to the fact that those members who wished to pay via the website on PayPal, paid an annual subscription of £6.00, and not £5.00. He said that we also now receive advertising revenue from both the featured insurers on our website, to the tune of £250.00 per annum each, but there were also costs involved this year in closing down our old website, and starting up the new improved version. We had also legal fees to pay, in the sum of £1,175.00, which came from our Fighting Fund. He said that the capital account now stood at £7,059.31, and the Fighting Fund stood at £1,103.04.

At the end of his speech, Mr. Marsh thanked Mr. Cook and Mrs. Richards for their efforts on behalf of the Association over the past year, to which the members responded with applause.

Ms. Castiau said that the Association had done well to secure the services of a barrister for the amount that we did, and Ms. English said that this was down to Mr. Dakers' contacts, which proved very useful. She said that Counsel had even approved our own set of notes, which would prove to be an asset to the Association.

5. *Membership & Renewals*

At this point, the Chairman handed over to Mr. Mike Charlwood, who maintains the Association's database. He began by saying that Mr. Marsh, the Treasurer, had done a great deal of work on the database too, which he said was in a much better position this year, as the banks and building societies seemed to have stopped overpaying members' subscriptions (in previous years, subscriptions were often paid many times over.) **However, Mr. Charlwood urged members to check their bank statements to make sure that no mistakes had been made. Also, if any member believed that we had not received their full details (home address, and location of their hut, for example), they should contact us.**

6. *Our Website, www.tankertonbeachhuts.co.uk*

The Chairman then introduced Ms. Brenda Bradshaw, who maintains our new website. She began by asking for a show of hands of those members who looked at the site, and many members raised their hands. Ms. Bradshaw said that the new website had been professionally-designed, and she wanted it to be fully used, and to be purely about beach huts. She asked that if any member wished to help to run it, or make more of the content, they should contact the Association. Ms. Bradshaw also said that we wished to develop the Buying & Selling feature this year, and if any member wished to sell their hut via the new site, then again they should contact the Association. We will charge a fee, but this will be a great deal cheaper than that charged by the local Estate Agents. How this will work in practice is under consideration.

A member asked whether the new Agreement would feature on the website, and Ms. English said that it should be, when finalised. She said that, as it now stands, the copyright of the draft Agreement belongs to the Association.

7. *Security & Beach Hut Watch Scheme*

The Chairman then handed over to Mr. David Richards, who looked after the security aspect of the beach huts. He said that beach hut vandalism, which this year stood at 82 incidents, was very similar to that of last year (80 incidents), but he said that as the weather this year, with snow and then rain at the beginning of the year, was so much worse than the year before, he would have expected the rate of vandalism to be lower. In very bad weather, it seems that neither hutter nor vandal wishes to visit the huts! So, in real terms, the damage this year has been high.

He went on to say that there had been a great deal of damage to the Long Rock area over the Christmas period, and that the incidence of crime seemed to have slightly migrated to that end. Tankerton East experienced no real problems, with 6 incidents, but the small area of Long Rock had 21 incidents alone. Marine Crescent experienced 28 incidents. Tankerton West had 26 incidents.

Mr. Richards said that PCSO Graham Downes has now left the area, and PC Pope is leaving. These were people who knew the huts well, and the problems facing hutters. Mr. Richards urged owners to think very seriously about security. He was of the view that huts with spindles on the balcony were ten times more likely to be vandalised (62% of crime this year related to spindles and balcony damage). He wondered whether a system of closing in such balconies with a shutter arrangement (especially during the winter months) would have some value. He also suggested that owners replaced hut steps with removable steps, as he believed that young vandals lacked the strength to both climb up the hut and damage it. He suggested putting both of these ideas to the hut designers.

One member suggested replacing spindles with heavier cross-boards, as he had done. His own hut, a new build, had recently been photographed by the Council for its own magazine. He believed that it would take a great deal of effort to damage his hut now.

With regard to damage, Mr. Cook referred to the Herne Bay fires of last year. He said that all nine destroyed huts had now been replaced and upgraded, and not one of them features spindles.

Mr. Richards went on to say that, at Long Rock, there is mounting evidence of drug dealing, rough sleeping, and untaxed vehicles on the road immediately behind those huts. He said that this had been reported to Kent Police. However, he said that, after the fire in the Tankerton West

area, which destroyed one hut and damaged four others, he personally took a wine bottle (and its fingerprints) to the Police. It was subsequently discovered that the prints belonged to a known criminal, already in prison by that time, who confessed to the hut fires. The man received a Police caution only.

Mr. Richards also referred to a hut in Tankerton West, which appeared to be victimised, since it had been damaged eight times since 2005. Two drug dealers were actually caught at the hut, and were subsequently charged with possession of cannabis. They also walked away with a Police caution.

8. *Election/Re-election of Committee Membership*

At this point, the Deputy Chairman, Mr. Keith Jones, was called upon to perform the duty of the re-election of Committee members, and the election of our new Chairperson. As all current members of the Committee, excluding Mrs. Hilary Tongue, were happy to serve for a further year, the re-election of the Committee as a group was proposed and seconded by members present. Ms. Jain Castiau was proposed and seconded to serve as the Association's new Chairperson.

Although Ms. English had been invited to join the Committee, she demurred for this year at least, but agreed to provide legal advice if required.

Ms. English then asked the members present if they agreed to her contacting Mr. Michael Dakers and the barrister's clerk to submit the revised notes for Counsel's approval, and if they also agreed that the Association should submit the draft Agreement for the barrister's comments. The members present agreed to this by a show of hands.

9. *Any Other Business*

Ms. Richards said that she had been asked by a member who had been unable to attend the meeting, about the Council's stance on the grass cutting at the rear of certain beach huts, which, when left to grow long in the summer, may cause a fire hazard. *(At the Foreshore Team meeting in November, this question was answered by Mr. Matthew Young of the Foreshore Team, who said that the Fire Brigade had reported no concerns to him about the grass cutting, and no grass fires had ever been recorded at the beach hut sites.)*

Another member asked whether the Council could regulate the flow of water from the beach standpipes, as it seemed that they currently ran three litres-worth of water each time the tap was turned on. *(At the time of printing, no answer had been received from the Council department responsible, but this will be pursued. An update will be posted on to the website, or information can be requested from the Secretary).*

A member present asked whether huts could still be transferred between family members, at no cost, and this was confirmed to be the case. This distinction would likely be for 'close' family members, namely; spouse, parent, grandparent, co-habiting partner, child, grandchild, brother or sister (including the spouse) of any of those persons. 'Child' included a stepchild and/or adopted child. However, the 'close' family distinction is still to be finally decided by the Council.

As there were no further questions, the Chairman declared the meeting closed, to applause from those present.

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If there are any members who were not present at the meeting, but would like to make a comment about the proceedings, then do please email the Secretary on pluminthebeachhut@talktalk.net, or call 01227 262066.

If you wish to become involved in any of the initiatives as described in these Minutes, do please contact the Secretary as above. Further details will be published on our website as they are arranged

A subsequent suggestion was an idea for Association members to organise a general tidy-up of the grass triangle at Whitstable Railway Station, an area which at present is not very welcoming to residents and visitors alike. Would this idea interest you? Do let us know – or if you have any other ideas. Do please get involved! It is in all our interests to be as proactive as possible.

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