



Mr Robbie Smith
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USE OF LAND FOR PLACEMENT OF A CONTAINER

LANDOWNER: Sandhaven & Pitullie Harbour Trust Limited (SPHT)

ORGANISATION: Harbour Authority

LOCATION: Container Park – East Breakwater

TERMS & CONDITIONS OF USE

I confirm my willingness to grant you permission to use the area, shown on the attached plan, for the above purpose on the following terms and conditions: -

1. The agreement shall subsist from 1st April 2023 till 31st March 2024. An application is required each year in advance of the current agreement ending.
2. The rent shall be published by the 1st of February each year, it is your responsibility to keep abreast of the current pricing.
3. The occupier shall use the said ground solely for the purposes of placement of the agreed ___foot container.
4. The occupier shall free and relieve SPHT of all liabilities for any accidents or damage caused through or by, the occupier's use and occupation of the ground. Public Safety for the above area will be the occupier's responsibility in all matters relating to the application and use. The occupier shall free and relieve SPHT of all claims arising because of said activities.
5. All Service wayleaves will be identified and protected within the site boundary and the SPHT reserves the rights to grant further wayleaves as the land owner.
6. The occupier must ensure all plants are fully protected. This condition always applies. No existing plants or shrubbery will be removed or pruned without prior approvals from SPHT.
7. Details of plant equipment to be used is to be agreed prior to the date of entry and thereafter reviewed on request by either party.
8. No storage of debris, rubble and works materials to be permitted on site without prior permission of SPHT.
9. Spillage of any toxic or contaminated materials must be avoided on site in the event of an accidental spillage SPHT must be advised immediately.
10. SPHT must be notified of proposed termination of this agreement by occupier at least 1 months' notice in advance. On termination the site is to be fully restored to pre-entry condition (container removed or sold in line with this agreement) and a joint inspection meeting held following reinstatements.
11. The site must be maintained to the satisfaction of SPHT, in the event of failures, this use agreement will be terminated. On termination the site is to be fully restored to pre-entry condition

(container removed or sold in line with this agreement) and a joint inspection meeting held following reinstatements, any reinstatement costs will be claimed if applicable by SPHT.

12. All site services must be protected including drainage.

13. All maintenance liabilities within and on the boundaries of the agreement will be the responsibility of the occupier and must be of a high standard complying with the surrounds.

14. The agreement holder will be **responsible for insurance** against all aspects of use including but not exclusively: fire, vandalism, and personal accidents. **Insurance documentation to be submitted to SPHT annually.**

15. The occupier should ensure contact details are on the front door of the container for use in the event of an emergency. (SPHT will supply a vinyl to be attached to the container door)

16. Contact names to be provided to the SPHT and a named deputy in case of emergencies.

17. The occupier shall at the end of this agreement, however determined, without warning or process of law remove from the said ground all items belonging to the occupier and clear the ground of all refuse material.

18. The SPHT shall reserve the right to terminate this agreement in the event of recurring vandalism on the site or other abuses and nuisances arising during the period of the agreement.

19. This agreement shall be terminable by either party on giving 1 calendar months' notice in writing.

20. On termination of this agreement SPHT shall inspect the occupied area and provide a schedule of required works and estimated cost for reinstatement to the occupier. Thereafter the occupier has 14 days to reinstate the ground to the satisfaction of SPHT. If the works are not completed by said date, then SPHT shall undertake the necessary reinstatement works and recharge the occupier for all appropriate costs.

21. In the event of pending sale of the container, it is imperative to note, that an application for a new use agreement by the potential new owner is required prior to sale. There is no automatic transfer of this use agreement. The first refusal of purchase is to be given to SPHT.

CONTACT DETAILS: office@sandhavenharbour.com

This form **MUST** be completed by the **owner**, and the owner must be **named on the insurance**

<u>PERSONAL DETAILS</u>	<u>CONTAINER DETAILS</u>																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;">OWNER'S NAME</td><td></td></tr> <tr><td>ADDRESS</td><td></td></tr> <tr><td>POSTCODE</td><td></td></tr> <tr><td>HOME PHONE NUMBER</td><td></td></tr> <tr><td>MOBILE PHONE NUMBER</td><td></td></tr> <tr><td>EMAIL ADDRESS</td><td></td></tr> <tr><td> </td><td></td></tr> </table>	OWNER'S NAME		ADDRESS		POSTCODE		HOME PHONE NUMBER		MOBILE PHONE NUMBER		EMAIL ADDRESS				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;">SIZE OF CONTAINER</td><td></td></tr> <tr><td>COLOUR OF CONTAINER</td><td></td></tr> <tr><td>COLOUR OF DOOR</td><td></td></tr> <tr><td>TYPE OF DOOR (roller or hinged)</td><td></td></tr> <tr><td>USE OF CONTAINER</td><td></td></tr> </table> <p>Please choose from one of the following options:</p> <ol style="list-style-type: none"> 1) Email signed completed application form with photo of vessel to hm@sandhavenharbour.com 2) Submit via the Harbour letterbox located in the Village Shop and Pittendrum Bar. <p><u>Payment Reference is the letter reference number on the allocation confirmation.</u></p>	SIZE OF CONTAINER		COLOUR OF CONTAINER		COLOUR OF DOOR		TYPE OF DOOR (roller or hinged)		USE OF CONTAINER	
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Note: On sale of the container, the land use agreement allocation is not transferable and is non-refundable.

I hereby confirm acceptance to the foregoing terms of occupation in respect of the above.

Agreement Held By		Authorised By	
Signature		Position	
		Signature	
Date		Date	