



Appendix 3(ix)

NEW ROMNEY TOWN COUNCIL



AGREEMENT AND TERMS AND CONDITIONS OF HIRE

HUT AND WINCH SITES THE GREENS, LITTLESTONE

CONDUCT

Rude, unreasonable, aggressive or intimidating behaviour – verbal or otherwise – towards any Member of Town Council Staff will not be tolerated. Any incidence of such behaviour may result in termination of your tenancy agreement.

Hut and Winch Sites on The Greens at Littlestone are available for hire as stated below to residents of the Folkestone and Hythe District of Kent *only, with the exception of existing hirers/applicants who live outside the area insitu at 1 January 2008, subject to prioritisation of applications in accordance with the Town Council's adopted Letting Policy.* The Agreement is renewable every year on payment of the rent.

HUT SITE NO:

THIS AGREEMENT is made the day of between the Town Council of New Romney (hereinafter called 'the Council') of the one part and (hereinafter called 'the Hirer') of the other part whereby the Council agrees to let and the Hirer agreed to hire **Hut Site No , The Greens, Littlestone, Kent** at a yearly rent of £ payable as herein provided.

1. In consideration of the yearly sum hereinafter made payable and the agreements on the part of the Hirer hereinafter contained, the Council hereby grants unto the Hirer full right and liberty to erect and use on the site designated by the Council at The Greens, Littlestone, Kent, a Beach Hut and Winch (if required) and to keep a Boat in accordance with the Terms and Conditions hereinafter contained.
2. The Hirer shall pay to the Council the proportion of net yearly rent, which is payable on the signing hereof and thereafter on the 6th April every year. The net rent will be reviewed by the Council on an annual basis, **and if not paid within one month of receipt of the invoice for the same it will be assumed that the site is no longer required and the Agreement will be terminated.**
3. The Hirer shall pay to the Council a deposit of £[] for the Site which will be returnable on termination of the Agreement, providing that the Site has been left in good condition and any boat removed and no expenses are incurred in the removal of the hut or any other item from the Site. The combination number for the lock to the vehicular access barrier will be given (if required). All payments shall be paid by bank transfer, post or in person by the Hirer. Cash is not acceptable.

4. The Hirer agrees with the Council as follows:
- a. To erect the Beach Hut in line with existing huts as instructed by the Council and so that there shall be not less than 2m between huts.
 - b. That the foundations shall be temporary in order that the ground can be easily reinstated if the Hut is removed.
 - c. That the Beach Hut shall measure no more than 2.5m x 1.8m x 1.8m to the eaves and the roof shall be a pitch roof clad with roofing felt. The Hut shall be portable, constructed of wood and painted in a pastel colour.
 - d. That the Winch (if required) shall be sited behind the Hut on the seaward side and boxed-in to comply with Health and Safety Regulations.
 - e. To keep the said Beach Hut and Winch clean and in good repair and condition including the painting thereof. In the event of damage by theft, gale, storm or tempest, at his/her own expense to repair or replace the said Beach Hut, Boat or Winch within a reasonable period of time or to terminate the Agreement as per Clause 5 of this Agreement.
 - f. To number the said Beach Hut and any Boat or Winch on the site in accordance with the number of the site, so that the number is clearly visible on all three. **The site number shall be clearly marked on the door.**
 - g. To indemnify the Council against all claims of loss and/or damage to property, injury or death to any person or persons sustained as a direct result of an accident or misadventure incurred within the boundaries of the site.
 - h. Permitted parking only in defined area of roadway behind the Beach Huts for the purpose of visiting the Hut and Winch Site for loading/unloading only or for disability access by blue badge holders.
 - i. *To ensure that the Access Barrier to roadway is kept locked at all times.***FAILURE TO DO SO WILL RESULT IN IMMEDIATE TERMINATION OF THE LEASE.**
 - j. At his/her own expense to remove the said Beach Hut and any Boat or Winch at the request at any time of the Environment Agency or its successors or New Romney Town Council.
 - k. To allow the Council or its Agents to inspect the said Beach Hut at all reasonable times.
 - l. To beach his/her boat only in front of his/own Beach Hut. **No more than ONE boat to be beached per site, for which there will be an additional charge.**
 - m. **NOT** to use the Beach Hut as a **DWELLING OR SLEEPING PLACE.**

- n. Not to carry on, nor permit to be carried on, from the Beach Hut any trade or business and **NOT TO PERMIT ANY OTHER PERSON TO USE THE SITE FOR ANY BUSINESS PURPOSE WHATSOEVER. *Failure to comply with this will result in the termination of the Agreement.***
- o. Not to ignite a fire, bonfire or other combustion of any kind, or to dispose of any polluting substance within the boundaries of the site.
- p. To keep the area of beach within the boundary of this Agreement free of all equipment other than that permitted for the execution of this Agreement.
- q. A **ground level** (ie level with the ground/shingle adjacent to the site) decking area, on the seaward side of the site, adjacent to the hut, is permitted, providing that it is no wider than and no larger than the footprint of the hut. Written permission must be sought from the Town Council prior to the decking being installed.
- r. The Hirer should pay due regard to the Health and Safety of this site and its close proximity to the children's play area and public access to 'The Greens'.
- s. **THIS AGREEMENT IS TO BE EXERCISABLE ONLY BY THE HIRER PERSONALLY AND HE/SHE SHALL NOT ASSIGN OR UNDER-SIGN THE RIGHTS OR PRIVILEGES HEREBY GRANTED OR ANY PART THEREOF NOR PART WITH POSSESSION OF THE BEACH HUT WITHOUT THE WRITTEN CONSENT OF THE COUNCIL.**
- t. On the termination of this Agreement forthwith to remove the said Beach Hut, decking and any Winch or Boat belonging thereto and restore the ground about the same to its former condition and make good all damage done by the removal.

5. This Agreement may be terminated:

- a. By either party giving to the other one month's notice in writing to expire at any time.
- b. By the Council without notice if there shall be any breach or non-observance of any of the agreements on the part of the Hirer herein contained.
- c. By the Town Council following the Hirer relocating outside of the Folkestone and Hythe District of Kent, in accordance with the Town Council's adopted Letting Policy, except in the case of non-Folkestone and Hythe residents in situ or listed as applicants as at 1 January 2008.

6. **IT IS AGREED AND DECLARED:**

- a. The Council shall not be responsible for any damage caused by any person or persons to the said Beach Hut or Winch or Boat nor for any loss due to fire, theft, gale, storm or tempest.

- b. That in the event of the parties hereto agreeing to alter the said site to another site then all the provisions of this Agreement shall apply to such altered site.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED

on behalf of New

Romney Town Council:

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DATED:

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SIGNED BY:

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HIRER

PRINT NAME:

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ADDRESS:

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TEL NO:

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EMAIL:

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In the presence of:

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WITNESS

PRINT NAME:

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ADDRESS:

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PRIVACY STATEMENT

Your Personal Data will be retained by New Romney Town Council for the sole purpose of dealing with any matters relating to your Hut & Winch Site Tenancy and for no other reason. It will be stored securely in accordance with the Town Council Data Protection Policy.

The Type of Personal Data we process for this purpose includes: name, address, contact details (email address, telephone number), unique identifiers (signature, evidence of identity and / or eligibility - such as copy of Council tax bill).

We will keep your Personal Data for the duration of your Tenancy and for as long as it is reasonably required thereafter to ensure all matters relating to your Tenancy have been concluded.

The lawful basis for processing personal data in accordance with GDPR Article 6(1)(a)(b) and (c) (Data Protection Act 2018) is:

- Consent: the Personal Data is collected and processed with your consent.
- Contract: the processing is necessary for a contract we have with you or because you have been asked to take specific steps before entering into a contract.
- Public Task: the process is necessary for us to perform a task in the public interest or for our official functions and the task or function has a clear basis in law.

We will not share the Personal Data you have provided relating to your Hut & Winch Site Tenancy with any other organisation.

Obligation to provide Personal Data / Right to Withdraw Consent:

- You have an obligation to provide all required Personal Data if you wish to be provided with a New Romney Town Council Hut & Winch Site Tenancy. If you do not wish to provide the required Personal Data we will not be able to enter into a contract with you for a Hut & Winch Site Tenancy or if you later wish to withdraw consent we will need to terminate your Hut & Winch Site Tenancy.

You have the right to access the personal information that we hold about you. You can do this by contacting the Town Council's Data Information Officer:

town.clerk@newromney-tc.gov.uk

If you believe that the personal information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate. Please contact: town.clerk@newromney-tc.gov.uk

If you wish to make a complaint about the way your personal data has been processed by the Town Council, please contact: town.clerk@newromney-tc.gov.uk

You may also submit a complaint to the Information Commissioner's Office: casework@ico.org.uk

For more information about your rights, please see the Council's Privacy Statement on the New Romney Town Council website.