

Cuxton Recreation Ground User Terms and Conditions

The Licensee acknowledges that:

1. Licence

- 1.1 This Licence does not guarantee that the ground will always be open or that there will be space on the ground for the Licensee or any Trainer to carry out training sessions. The ground may be closed without notice in extreme circumstances for example extreme weather or unforeseen events. No claim shall be considered under such circumstances.
- 1.2 This Licence does not grant the Licensee or any Trainer priority over any other lawful user of the Recreation Ground and that any pitch bookings, events or booked group activities will take priority over the Licensee's training sessions and the Licensee and its Trainers are expected to relocate if a conflict of interest occurs.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and conditions in Section 1 above

2. Licence Fees and Duration

- 2.1 Invoices for fees will be issued in March and the Outdoor Fitness Operator shall pay a yearly fee by the first day of April each year. The first payment shall be due at the commencement of the Licence.
- 2.2 The Council shall review the yearly rent on an annual basis in March.
- 2.3 The licensee agrees to pay all fees in relation to the physical activity license as quoted by Cuxton Parish Council
- 2.4 Unless otherwise terminated the License will be automatically renewed on the 1st April each year.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and conditions in Section 2 above

3. Licensee Obligations

- 3.1 The licensee will ensure the access drive and car park are free of obstructions.
- 3.2 The Outdoor Fitness Operator will ensure all Outdoor Fitness activities are carried out on the grass area or within the courts only, not on the car park area.
- 3.3 The licensee will ensure that both the recreation ground gate and the school drive gates are closed and locked at the end of the session.
- 3.4 The licensee will not duplicate the gate key or loan it to a third party.
- 3.5 The licensee will ensure that rubbish is disposed of in the bins provided or take their rubbish home.
- 3.6 The licensee will be reminded that dogs are not allowed in the recreation ground.
- 3.7 The licensee will not use the Recreation Ground for advertising purposes in any form.
- 3.8 The licensee will be responsible for their own safety and that of their clients whilst using the recreation ground for sessions, in line with the company's health and safety procedures.
- 3.9 The licensee will not play music in the recreation ground.
- 3.10 The licensee will not act or behave in a manner likely to cause a nuisance or annoyance to other users of the recreation ground or staff of the Academy of Cuxton Schools.
- 3.11 The licensee will not cause, permit or suffer any anti-social behaviour including but not limited to public intoxication, illicit substance use and abusive language.
- 3.12 I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of the public body and that such action will empower the Council to cancel any licence or contract currently in force and will warrant this application null and void.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and conditions in Section 3 above

4. Independent Operator

- 4.1 Nothing in this Licence shall be construed as creating a partnership, contract of employment or relationship of principal and agent between the Authority and the Licensee.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 4 above

5. Indemnity & Insurance

- 5.1 The Licensee shall throughout the Licence Period maintain Public Liability insurance with an indemnity limit of not less than five million pounds (£5,000,000) for any one event and in addition Employers Liability insurance with an indemnity limit of not less than five million pounds (£5,000,000) in respect of any employees or other persons engaged by the Licensee in delivering training sessions connected to this Licence. The Licensee shall ensure that any subcontractors engaged in delivering training sessions connected to this Licence hold public liability insurance and employer's liability insurance equal to or greater than the levels of insurance required of the Licensee unless such subcontractors are covered by the Licensee's insurance policies. Copies of insurance documents must be submitted with the Application and a copy of the current policy or policies must be available for inspection by the Authority at any time during the Licence Period upon request.

- 5.2 The Licensee shall indemnify the Authority against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, loss of or damage to property, which is caused directly or indirectly by any act or omission of the Licensee or any Trainer PROVIDED ALWAYS that the Authority shall be at liberty to settle as it may think fit after consultation with the Licensee any such actions claims or demands by payment of such sum or sums as it in his discretion may consider reasonable and it may in its discretion after giving notice in writing to the Licensee cause any such damage to be made good and the expenses incurred by the Authority in doing or in making any such payment shall be repaid by the Licensee to the Authority on demand PROVIDED NEVERTHELESS that the Licensee shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular (where the payment is legally enforceable) to the damages which might be recoverable at common law.

- 5.3 Subject to clause 5.4, the Authority is not liable for:

- (a) the death of, or injury to the Licensee, its Trainers, clients or invitees to the Recreation Ground; or
- (b) damage to any property of the Licensee or that of the Trainers, clients or other invitees to the Recreation Ground; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Trainer, clients or other invitees to the Recreation Ground in the exercise or purported exercise of the rights granted by this Licence

- 5.4 Nothing in clause 5.3 will limit or exclude the Authority's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Authority or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Authority to exclude or restrict liability.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 5 above

6. Termination of Agreement

- 6.1 The Authority may revoke this Licence with immediate effect where the Licensee or any Trainer:
- 6.1.1 Is in breach of this Licence and, where the breach is capable of remedy, fails to remedy such breach to the satisfaction of the Authority within 7 calendar days of receipt of written notice requiring the Licensee to remedy the breach, or
 - 6.1.2 Commits a breach of this Licence that is incapable of remedy, or
 - 6.1.3 Commits a material breach of this Licence, or
 - 6.1.4 Repeatedly breaches this Licence; or
 - 6.1.5 Acts in any way that is likely to bring the Authority into disrepute or damage its reputation or interests.
- 6.2 The Authority may terminate the Licence for convenience by giving the Licensee not less than one week's written notice.
- 6.3 Where the Authority terminates this Licence under condition 8.1 the Licensee shall not be entitled to receive any refund of the Licence fee or any compensation for any outlay made by the Licensee in connection with this Licence.
- 6.4 Where the Authority terminates this Licence under condition 8.2, the Authority shall reimburse the fee on a pro-rata basis for the remaining duration of the Licence Period but shall not be obliged to pay any compensation to the Licensee for any outlay or anticipated revenues or profits connected to this Licence.
- 6.5 The Licensee must give not less than one month's written notice to terminate this Licence. No refund for termination of the licence will be given in this instance and any monies outstanding by the Licensee to the Authority will be required to be paid in full.
- 6.6 For the avoidance of doubt, following termination of this Licence by either party, the Licensee and its Trainers shall no longer be licenced and therefore not permitted to run training sessions within the Recreation Ground.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 5 above

7. General

- 7.1 Nothing in this Licence shall render or be deemed to render the Licensee or any Trainer an employee or agent of the Authority.
- 7.2 This Licence contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Licensee acknowledges that it has not entered into this Licence in reliance upon any representation by the Authority or anyone acting on its behalf.
- 7.3 Pursuant to the Freedom of Information Act 2000 the Authority is subject to certain legal obligations in relation to public disclosure of information. The Licensee shall co-operate with and assist the authority with any requests for disclosure which the Authority receives under the Freedom of Information Act 2000 which relate to this Licence. The Licensee understands and agrees that the Authority may be required to provide information relating to this Licence or the Licensee to a third party in order to comply with its obligations under these provision.
- 7.4 Nothing in this Licence shall fetter the Authority in the exercise or discharge of its functions, powers and duties (Including, without limitation, the power to close all or part of the Recreation

Ground either on a permanent or temporary basis or to temporarily use all or part of the Recreation Ground for an event).

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 5 above

8. Disputes

- 8.1 In the event that any dispute arises between parties in connection with this Licence, the parties shall, in the first instance, use their reasonable endeavours to resolve it amicably themselves.
- 8.2 Disputes remaining unresolved shall, if parties agree, be referred to non-binding mediation.
- 8.3 In the event that the parties do not agree to non-binding mediation or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England pursuant to condition 9 below.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 8 above

9. Law and Jurisdiction

- 9.1 This Licence shall be governed by and construed in accordance with English Law and the Authority and Licensee hereby submit to the exclusive jurisdiction of the English courts.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 8 above

10. No Tenancy and No Assignment

- 10.1 This Licence does not nor is intended to confer any legal or other tenancy estate or interest in respect of the Recreation Ground.
- 10.2 The benefit of this Licence is personal to the Licensee and is not capable of being claimed by any other person body of persons firm or corporation whatsoever and shall not be assignable in whole or in part by the Licensee to any such person body or persons firm or corporation and for the purposes hereof the parties agree that the Contract (Rights of Third Parties) Act 1999 shall not apply.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 8 above

11. Variation of the Licence

- 11.1 The Authority or the Licensee may propose changes to the scope or terms of this Licence from time to time. Proposed changes will only become binding if expressly agreed in writing by both parties. The Licensee acknowledges that changes to the scope or terms of the Licence may require it to pay additional fees and charges.

Please initial this box to say that you (the licensee) have read, understood and accept the terms and condition in Section 8 above

I have read and accept the terms and conditions of this licence.

Signature of Licensee:

Print Name: