

THIS AGREEMENT is made the 26th day of April 1989.

BETWEEN :

- a) the Managing Trustees ("the Trustees") of the Adur Centre Trust, a charity of which the West Sussex County Council is the Custodian Trustee; and
- b) the Adur Centre Canoe Club ("the Club"), an independent voluntary organisation recognised by the Southern Area Youth and Community Committee of West Sussex County Council.

WHEREAS :

1. By an informal agreement effective from 1st November 1986 the Trustees have allowed the Club to use the Adur Water Activities Centre ("the Centre") as a base for its activities and
2. The Club and the Trustees wish this use to continue from 1st January 1989 under the terms of this Agreement

NOW IT IS HEREBY AGREED as follows :

1. The Club will pay a rent to the Trustees of SEVEN HUNDRED AND FIFTY POUNDS per annum, or such other sum as shall be agreed by the parties to take effect from 1st April each year. This rent will be payable half-yearly in advance on 1st April and 1st October each year.
2. The Trustees grant the Club the exclusive use of the recreational area of the Centre on one night each week. Additional usage of the recreational area will incur an additional hire charge, except that the Centre Manager may allow the Club informal usage of these areas at times when they are not otherwise occupied.
3. The Trustees grant the Club access to changing, storage and workshop facilities, and the slipway, at the Centre at all reasonable times.
4. The Trustees grant the Club access to the coffee bar, or to alternative refreshment facilities, at all times when canoeing activities are in progress.
5. The Trustees will provide the Club with external storage facilities for its own and its members' canoes, to a maximum of ~~120~~¹⁵⁰ craft or such other number as the parties may from time to time agree. The Club will pay a fee to the Trustees in respect of each member's canoe so stored, the amount to be agreed with the Trustees annually to take effect from 1st April, and to be payable half-yearly in advance on 1st April and 1st October each year. The parties agree that it is a condition of the granting of this facility to the Club that the Trustees shall not be liable for loss or damage to craft so stored and undertakes to ensure its members' acceptance of this condition before allowing any member to use such facility.
6. The administrative, safety and security arrangements for the use of the Centre by the Club will be agreed between the Club and the Trustees. The Club recognises the responsibility and authority of the Centre Manager for supervising these arrangements and that in so doing and in dealing with matters not otherwise agreed between the parties he acts with the Trustees' full authority.
7. The use by the Club of boats, canoes and canoeing equipment owned by the Centre will be at the absolute discretion of the Centre Manager.

8. The Club HEREBY COVENANTS with the Trustees and the West Sussex County Council that it will at all times hold the Trustees and the West Sussex County Council and their officers and employees fully indemnified from and against any claim for loss injury or damage by whomsoever made and howsoever caused arising out of the Club's activities outside the curtilage of the Centre including, without prejudice to the generality of the foregoing, claims arising out of canoeing or other water-based activities. For the avoidance of doubt the parties agree that the foreshore, slipway and pontoons if any outside the perimeter fence of the Centre shall be deemed to be outside the curtilage for the purposes of this clause.
9. The Club agrees that it will effect a policy of insurance with a recognised insurer in respect of any liability which might arise under Clause 8 of this Agreement up to the sum of One Million Pounds, and will provide the Trustees or the West Sussex County Council with a copy of such policy.
10. The Club agrees that for the duration of this Agreement it will maintain its affiliation to the British Canoe Union and will observe the rules and guidelines of that body in carrying out canoeing activities.
11. This Agreement constitutes the entire agreement between the parties and replaces any previous formal or informal arrangements between them.
12. This Agreement shall be for a period of three years from 1st ~~January~~ ^{MARCH} 1989 and thereafter shall continue from year to year until terminated by either party giving to the other six months notice, in writing, expiring on ~~1st April~~ ^{31st March} in any year.
13. Clauses 8 and 9 of this Agreement shall survive the termination hereof for a period of six years
14. This Agreement shall be governed by and construed in accordance with the Laws of England, and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

In witness whereof the parties hereto and hereunto set their hands the day and year first before written.

For and on behalf of
the Managing Trustees
of the Adur Centre Trust



For and on behalf of
the Adur Centre Canoe Club

