

## ADUR CANOE CLUB/ADUR OUTDOOR ACTIVITIES CENTRE

- i) This agreement is between the Managing Trustees of The Adur Outdoor Activities Centre and the Governing Committee of the Adur Canoe Club.
  - ii) For the purpose of this agreement the 'Centre' is taken to refer to the Trustees, Centre Manager, employees, facilities and property plus grounds of the Adur Outdoor Activities Centre. The 'Club' is taken to refer to the Adur Canoe, the Club's governing committee, its members and property. For the purposes of this agreement any property belonging to members and stored for them by the Club shall be treated as though it is the property of the Club.
1. The Centre grants licence and authority to the Club to enter onto and use the Centres' premises for the purposes and in accordance with the terms and provisions set out below.
  2. The Club may store boats and moulds on the 25m of racks provided, maintained and owned by the Centre located at the western side of the compound. The Club may adapt the racks in a fashion approved by the Centre Manager in order to provide security and protection for its contents. The Club may keep one trailer in the compound in a mutually agreed vehicle accessible position. The Club shall have access to remove or replace Club property stored in the compound at all times.
  3. It is the duty of the Club to keep the area around the boats tidy and well maintained, and ensure that Club equipment is correctly and safely stored.
  4. The Club is responsible for the insurance of its property, and the Centre cannot be held responsible for loss or damage to the Clubs' equipment except where caused by the negligence of the Centre.
  5. The Club shall have the sole right to use its present indoor storage area (the smaller store room in the boat house and the metal cupboard in the kitchen area of the downstairs room) until such a time as a mutually agreeable improved location can be found. The Club shall have access to remove or replace Club equipment stored in the Centre at all reasonable times. The term 'reasonable' is taken to mean a time which causes no significant inconvenience to other Centre users.  
The Club may provide an additional external structure for storage of equipment, provided that it is in keeping with the existing shed in terms of dimensions and appearance. This is subject to planning permission being obtained from Adur District Council
  6. Every user group is responsible for leaving the Centres' facilities in a **clean state**. This includes the swilling down and mopping out of the boat house floor following their activities, regardless of whether or not another group is to arrive back at the Centre later, washing and drying of all kitchen facilities (downstairs) with all cups returned to cupboards and the neat storage of all Club equipment and removal of Club property from changing rooms.
  7. *Chairman* If Club responsibilities under this contract need to be addressed, then a ~~mutually agreed date~~ *mutually agreed date* will be set between Club ~~representatives~~ and the Centre Manager. If the work is not completed by the Club at this agreed date, then Centre staff will be appointed to complete the work, with the Club being charged the going sessional rate for this employment. If it is not feasible for Centre staff to carry out the work, then contractors will be appointed with the Club being invoiced for this service. *action and*
  8. There must be one nominated person to take overall responsibility for every Club session, and whose name is written on the board provided by the Centre in the boat house area, at the start of each Club session. This person shall be one of those named on a regularly updated list supplied by the Club to the Centre. The Club shall agree to secure full compliance by its members with the Centres' Health & Safety policy at all times during the Clubs' use of the agreed facilities and to ensure that the nominated person exercises due control to ensure such compliance. A regularly updated list of Club members who are Centre keyholders must be provided for the Manager. *Roy*
  9. The Club shall have the use of the ground floor and outdoor facilities (entrance, changing rooms, showers, boat house, facilities to prepare hot drinks, compound, access paths and slipway) on Saturdays, Sundays and Tuesday evenings. On Tuesday evenings the Club may also have the use of the first floor (main room, dining room and kitchen) when there is no residential booking. The Club shall have the use of a notice board in a mutually agreeable location.

10. The Club shall have access to the outdoor facilities, changing facilities and facilities to prepare hot drinks, at times other than those specified in paragraph 9, only with the prior approval of the Centre Manager, which should not be unreasonably withheld.

11. The Centre will undertake not to accept midweek residential bookings at less than 28 days notice, unless, mutually agreeable arrangements can be made for the visiting group on the Tuesday night. A list of midweek residential bookings will be posted downstairs 28 days in advance. Cancellations will be posted as and when they occur. Residential and other groups will not access the boat house area on Club nights (Tuesday) unless prior agreement has been given by the Club.

12. The Club agrees that for the duration of this agreement it will maintain its affiliation to the British Canoe Union. The Club will operate within the rules and guidelines of the British Canoe Union regulations and the Clubs' own Code of Conduct (Guidelines for Paddlers).

13. Club members will abide by the Clubs' rules and conditions of this document whilst in the Centre or participating in Clubs' activities based at the Centre.

14. The Club will recognise the responsibility and authority of the Centre Manager for supervising the arrangement and that in doing so and in dealing with matters not otherwise agreed between the parties he or she acts with the Trustees full authority. The Centre recognises the responsibility and authority of the Club Chairman for supervising the arrangement and that in doing so and in dealing with matters not otherwise agreed between the parties he or she acts with the Clubs' Governing Committees' full authority.

15. The fee payable by the Club to the Centre for all the facilities provided under this agreement for 1999/2000 will be £1650.00, payable in advance (the amount to be subsequently reviewed and mutually agreed annually). This fee is payable in two equal installments falling due on 1st April and 1st October.

16. In the event of any dispute or unresolved matter/issue between the Centre Manager and the Club Chairman, a mutually agreed arbitration panel will be appointed. The Members of this panel will include a representative of each of the following: West Sussex County Council Youth Service, The Trustees and a County Councillor.

17. This agreement shall be for a period of three years from 1st April 1999. This contract can be terminated by either party giving to the other six months notice in writing, the contract shall then be terminated on 31st March or 30th September in any year.

18. This agreement constitutes the entire agreement between the parties and replaces any previous formal or informal agreement between them.

**Chairman of Trustess**  
Signed.....  
Date.....

**Chairman of Club**  
Signed.....  
Date.....