

**DARTINGTON RECREATION ASSOCIATION
USERS TERMS AND CONDITIONS AGREEMENT 2017**

1. Agreement with:

The Dartington Recreation Association,(DRA) registered Charity No. 1168817
Registered Office: 3 Greenhayes, Dartington, Totnes, TQ9 6JF

2. User

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4. DRA land and buildings

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5. Agreement Period

The agreement shall run for a period of one year.

6. User Fees Payable

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- Invoice payable yearly in advance from date of agreement.

7. Use

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8. Statutory Requirements

- The user shall at all times comply with all Statute, Legislation, Regulations and Guidance applicable to the exercise of rights granted by this agreement.
- The user shall ensure that all members are aware of regulations relating to this agreement
- The User must supply annually the DRA with a full copy of their Insurance, accounts, constitution, and AGM minutes.
- The User shall also provide the DRA with a copy of their Risk Assessment
- If at any time the user cannot comply the content of their Constitution, they must inform the DRA immediately.

9. DRA shall be responsible for:

- Electricity, sewerage and water bills, and for repairs but the user shall maintain facilities.
- Any problems arising relating to these services the DRA must be informed as soon as possible.

10. The User shall be responsible for :

- Health and Safety relating to the use of facilities
- Risk assessment relating to the use of the facilities
- The User hereby undertakes to arrange Public Liability Insurance cover for their functions.
- It will be the responsibility of the User to determine the appropriate level of cover reflecting the nature of the activities and the perceived level of risk
- The User will be responsible for providing any medical attention for any members or guests

11. Nuisance / Code of Conduct

- The User will be responsible for the conduct and behaviour of all members and guests.
- The User shall not exercise the rights granted in such a way as to permit anything, which in the opinion of the DRA, may cause a nuisance or unreasonable annoyance or inconvenience to the DRA, its other users or the owners, occupiers or visitors of any adjoining or neighbouring property.

12. Additional Items

- The User shall ensure that its activities including vehicle movements are carried out in a safe and courteous manner and do not cause any nuisance to other users of adjacent Car Park.
- The User shall ensure that in no way whatsoever does it impede the access to the adjacent Car Park, or block access to other users except in the case of an emergency.
- The facilities may only be used when in a fit condition and any decision as to the condition of the facilities by the DRA shall be final and binding.
- Any use of the facilities against recommendations of the DRA will cause the User to be responsible for the full cost of reinstatement work that is needed to be undertaken.
- The User shall ensure that the facilities are kept clean and tidy
- Persons leaving any item in the facilities do so at their own risk.
- The User shall comply with all other reasonable requests and directions made by the DRA in respect of its use of the facilities.

13. Early Determination

- The DRA shall have the right to terminate the Agreement at any time on reasonable notice.

14. Damage

- The User agrees to reimburse the DRA the cost of any repairs or reinstatement required to the facilities or any other property belonging to the DRA, caused by the User through the exercise of rights contained in the Agreement, or through any misuse or neglect by the User.
- The User shall be responsible for and shall pay for all damage caused by the User or guests

15. Signage

- The User shall not display any advertisements at the facilities or on any other DRA land.
- Sponsor banners and similar advertising must be first approved by DRA.

16. Occupation

- The agreement does not confer on the User any right of exclusive occupation of the facilities and is subject to the right of the DRA to access the land and buildings for any purpose.

17. Dispute Resolution

In any case of dispute between the User and DRA during this agreement, Dartington Hall Trust as land owners will have the final decision.

Mandy Burton (Chair DRA)

Carole Tudor (Treasurer DRA)

For and on behalf of the Dartington Recreation Association Date:

We hereby agree to the terms set out above.

Signed:..... Date:.....

Signed:..... Date.....

For and on behalf of the User