

Vision - Redbridge Culture and Leisure (RCL) - Parks and Open spaces

TERMS & CONDITIONS – Fitness / Personal Trainer Professionals

1. Definitions

2. In this agreement the following expression shall, except where the context otherwise requires, have the following meanings -

3. “the Park” That area within Park or open space agreed for use.

4. “the Event” The exercise classes taking place in the park or open space

5. Use of the Park

a. No Fly-posting is permitted. Publicity materials may be left in the park information centre by arrangement with the Park Management, or in the park cafes and signboards by arrangement with the respective operators.

b. Classes are to be organized so they do not inconvenience park users, staff, contractors, leaseholders or other visitors

c. London Borough of Redbridge Parks and Open spaces byelaws must be observed at all times

d. The instructions of a Vision RCL officer or other Authorized Person are to be obeyed

e. Vehicles are to be parked in public car parks on a first come, first served basis

f. Classes are to be relocated if requested by a Vision RCL officer or agent of London borough of Redbridge

6. Payment Terms

a. The Hirer shall pay a facility fee of £300 plus VAT per annum or part thereof. The Hirer shall pay all fees and charges to within 14 days of entering into an agreement.

b. Vision Redbridge Culture and Leisure (Vision .RCL) reserves the right to cancel this Agreement in the event of the Hirer being found to be bankrupt or committing any act of bankruptcy or (being a company) entering into liquidation either compulsory or voluntarily and in the event of the Agreement being so cancelled the Hirer shall forfeit any deposit or sum of money that may have been paid and shall have no claim against Vision RCL for its recovery.

- c. In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed any of the terms and conditions of this Agreement Vision RCL may, after giving notice in writing to the Hirer of the breaches of the terms and conditions and without prejudice to any right of action which it may have against the Hirer, forthwith cancel this Agreement and in the event of this Agreement being so cancelled the Hirer shall forfeit to Vision RCL any deposit or other payments he may have made and any payments due to be made and shall have no claim against Vision RCL for any damage or loss he may sustain or otherwise in consequence of such cancellation.
- d. If the Hirer cancels the Event for any reason whatsoever Vision RCL shall retain all monies then already paid by the Hirer and in addition there shall be payable by the Hirer to Vision RCL :
- e. forthwith all monies then already due by the Hirer to Vision RCL pursuant to this Agreement but for the time being unpaid; and
- f. at the dates when they would pursuant to the provisions hereinbefore contained fail to be paid other monies payable to Vision RCL pursuant to the provisions of this Agreement.
- g. If the Hirer should fail to pay any of the costs and charges by the date prescribed it shall be lawful for Vision RCL to cancel this Agreement but the Hirer shall nevertheless remain liable for payment of the charges as stipulated in this Agreement.
- h. If, at its own discretion, Vision RCL should decide not to cancel this Agreement as described in Clause 3.5 above, it shall so inform the Hirer in writing and the Hirer hereby agrees to make payment of interest on the charges outstanding at a rate to be determined by Vision RCL (currently two per cent per month or part thereof) which shall be payable in total before the commencement of the hiring period.
- i. The Hirer shall not assign, dispose or sublet the benefit of this Agreement without the previous written consent of Vision RCL. This consent will not be unreasonably withheld.
- j. Any notice demand or request to or upon the Hirer may be sent by ordinary pre-paid post addressed to the Hirer at the Hirer's address given in this Agreement and if sent by such post so addressed shall be deemed to have been served or made at the time that the letter would have been delivered in the ordinary course of post.
- k. Nothing herein contained shall operate to vest in or confer upon the Hirer any tenancy of or right to exclusive possession or occupation of the Space or any part thereof nor any right, licence or liberty save such as is hereby expressly granted.

7. Certificates and Licences

l. The Hirer shall be responsible at his own cost and expense in obtaining all permissions, certificates, licences, consents necessary or desirable for or in connection with the Event and holding of it in the Park. The Hirer shall provide copies of such consents to Vision RCL upon Vision RCL's request therefore.

m. The Hirer shall comply in all respects with the requirements of the statutory authorities, including directions issued by the London Borough of Redbridge and with the provisions of the Health & Safety at Work Act 1974, The Fire Safety and Safety of Places of Sport Act 1987 and any Statutory Instruments or Regulations made there under which effect or govern the holding of the Event

8. Prohibitions

The Hirer shall not

a. Do or permit to be done anything of an immoral or indecent nature which might give offence to the public or which might lead to a breach of the peace.

b. Suffer or permit to be done in the Park anything the doing of which is prohibited by this agreement, the byelaws or by general law.

c. Permit any performance by animals birds or fishes whether in shows, circuses, menageries or otherwise nor shall such creatures be given as prizes.

d. Block or obstruct free passage of park users, staff, contractors, leaseholders or other visitors.

e. Paint, deface or alter the premises in any way.

f. Disturb the users and neighbours of the park with excessive noise or any music.

9. Cancellation

If Vision RCL shall have just cause to believe that the use of the Park by or under this agreement is likely to lead to breach of the peace, disorder or anything contrary to sobriety, decency or good manners, the event may be cancelled by Vision RCL and the Hirer shall have no claim against Vision RCL on account of such cancellation.

#### 10. Insurance and Indemnity

a. The Hirer hereby agrees to indemnify and keep indemnified Vision RCL from and against all loss, damage, costs, claims, demands, expenses or charges which Vision RCL may sustain or incur in respect of any matter rising out of the use of the Park by the Hirer and the conditions thereof and to pay to Vision RCL at its offices on demand all such sums as may be payable by reason of this indemnity.

b. The Hirer shall at his own expense effect a policy of insurance cover and maintain such policy throughout the hiring period in respect of all risks and liabilities arising under this agreement including the risk of cancellation and abandonment in the sum of not less than £1 million. The Hirer shall affect employers' liability insurance with unlimited cover and third party liability insurance with cover to the extent of £5 million. The policies of insurance which shall contain a note of Vision RCL s' interest and the receipts for the relevant premiums shall be produced for inspection.

#### 11. Restoration of the Park

a. The Hirer shall be responsible for removing from the Park at the end of each period of use, all property equipment and litter belonging to him, his servants and agents, contractors and all persons duly authorised by him/her and in default Vision RCL shall be entitled to remove and sell or otherwise dispose of such property.

b. The Hirer shall be responsible for meeting the costs of reinstatement of any and all damage sustained to the Park during the hire period in connection with or incidental to the staging of the Event whether before during or after the Event should be made good to the satisfaction of Vision RCL immediately after the Event and in any event not later than seven days' thereafter. Such reinstatement work to be carried out by the contractors commissioned by Vision RCL.

#### 12. Security, Music and Sound

a. The Hirer shall be entirely responsible for Park security and the safety of all persons present at the Event and agrees to meet the various statutory requirements and liaise with the appropriate statutory authorities including the London Borough of Redbridge and the Metropolitan Police in regard thereto.

b. No musical instruments or amplified sound shall be permitted to play in the Park

#### 13. Copyright

The Hirer shall be responsible for the payment of all fees and royalties due to the Performing Rights Society and Phonographic Performance Ltd in respect of the event and shall not permit to be performed in the Park any work in which copyright subsists without the previous consent in writing of Vision RCL of the copyright or other person authorised by Vision RCL to give such

consent. The Hirer will need to apply for this license(s) directly, and sign and return the Copyright Music License Form to Vision RCL.

14. Termination

If at any time during the currency of this agreement the Hirer shall fail to implement or shall contravene any of the provisions, conditions, restrictions or others imposed upon them under it, Vision RCL shall be entitled to terminate the agreement without penalty.

15. Notices

16. Any notice or document required or permitted to be given under this agreement shall be sent by First Class Recorded Delivery to Vision RCL at 3<sup>rd</sup> Floor Central Library Clements Road Ilford IG1 1EA or to such other address as shall have been notified by Vision RCL .

17. This Agreement is personal to the Hirer and accordingly the Hirer shall not assign or otherwise dispose of the benefit of this Agreement to any person.