

# Terms and Conditions for Registered Commercial Skating Instructor and Use of the Park



## 1 Interpretation

In these terms and conditions: -

“Application” means the application form submitted by the Instructor as varied by any amendment agreed by the Instructor and the Authority or any direction issued by the Authority

“Approval” and “Approved” means the written acceptance by the Authority.

“Authority” means The Royal Parks Agency, Company Registration No: 10016100 Registered Charity No: 1172042 and includes any person nominated to act as the Authority’s Representative such as the Park Manager.

“Authority’s Property” means the following: trees, shrubs, railings, fences, lampposts, tables, benches, signs and signposts footpaths and all other such items located within the Park.

“Condition” means a condition within these Terms and Conditions

“Instructor” means the individual or organisation named in the Application

“Park” means the Park or Parks named in the Application

“Registration” means the Approved Application and these terms and conditions read together

“Registration Period” means the period running from the 15 September 2014 to 31 March 2015

“Staff” means individuals employed or paid by the Instructor to carry out the instruction specified in the Application

“Training Session” means any time that instruction is provided in the Park by the Instructor or staff under the terms of this Registration

The interpretation and construction of the Registration shall be subject to the following provisions:

- A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- The headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
- References to Conditions are references to Conditions in the section of the Terms and Conditions in which they appear, unless otherwise stated.
- Where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.
- Any notice to be served on the Instructor shall be sent by letter or email to the contact details set out in the Application until the Authority receives written notification of different contact details

## 2 Registration

2.1 The Instructor and any Staff must be approved by the Authority in order to carry out training sessions in the Park.

2.2 In order to be approved, the Instructor and any Staff must have:

2.2.1 Completed the online application form in full.

2.2.2 Have:

- Current UKCC Level 2 qualification or equivalent.
- Current public liability insurance including employers liability where relevant at a minimum of £2million - £5million, for a minimum of 3 months validity at the point of application but to be insured through the Registration Period. It is the Instructor’s responsibility to ensure that they have valid Insurance at all times and that this covers any Staff.
- Generic Risk assessment.
- First Aid provision and a process for accident reporting
- Enhanced DSB check if working with children and vulnerable adults.

2.3 Failure to comply with 2.2 shall entitle the Authority to terminate this Registration in accordance with condition 8.

2.4 The Authority shall be under no obligation to approve an Application.

2.5 The Authority reserves the right, when approving an Application, or at any time during the Registration Period by giving written notice to the Instructor, to limit the Instructor’s access to the Park(s). Upon Approval of the Application the Authority will provide the Instructor and any staff with a letter(s) of permission which the Instructor and or Staff must carry at all times whilst instructing in the Park and produce upon request by any

police officer or staff of the Authority along with personal identification. It is the Instructor's responsibility to ensure that its Staff carry both the letter of permission and ID at all times whilst carrying out training sessions.

- 2.6 Following Approval of the Application the Instructor may carry out Training Sessions in the Park, during the hours which the Park is open to members of the public in accordance with the letter of permission or as specified in any direction issued by the Authority.
- 2.7 The Instructor acknowledges that:
- 2.7.1 This Registration does not guarantee that the Park will be open or that there will be space in the Park for the Instructor or Staff to carry out training sessions.
- 2.7.2 This Registration does not grant Staff priority over any other lawful user of the Park and that any pitch bookings, events or booked group activities will take priority over training sessions and the Instructor or Staff is expected to relocate if a conflict of interest occurs.

#### **4 Duration**

- 4.1 Subject to condition 8, this Registration shall continue until the end of the Registration Period.

#### **5 Instructor obligations**

- 5.1 The Instructor shall, and shall ensure that its Staff will, at all times exercise the rights and duties under this Registration in a proper and responsible way, having regard to the safety of users of the Park the Authority's staff and other third parties.
- 5.2 Any equipment used or activities undertaken must not be detrimental to the Park, the Authority's Property or any wildlife.
- 5.3 The Instructor shall ensure that the Authority's Property is not used for the purpose of skating instruction except for footpaths where Registration allows.
- 5.4 The Instructor must not, and if appropriate shall ensure that its Staff does not, leave any equipment or rubbish in the Park following a training session and shall ensure the Park is left in the same condition that it is found. The Authority reserves the right to charge the Instructor the cost of reinstating the Park to its original condition where damage is caused as a result of the training sessions held by the Instructor or its Staff.
- 5.5 The Instructor and its Staff must not cause an annoyance or nuisance or interfere with the reasonable enjoyment of other persons using the Park.
- 5.6 The Instructor or its Staff must adhere to and comply with the Authority's Skating Policy at all times whilst conducting instruction sessions within the Park and keep to the areas agreed to at the time of application
- 5.7 The Instructor shall comply with "The Royal Parks and Other Open Spaces Regulations 1997" as amended. Copies are obtainable from HMSO and online and can be seen on Park notice boards and the Authority's website.
- 5.8 This Registration does not allow or permit vehicle access into the Park provided that this condition does not prevent the Instructor or its Staff from Parking in any car park within the Park subject to the payment of any parking charges.
- 5.9 The Instructor shall not display, produce or distribute any sign or advertisement whilst within the Park except to clients undertaking training. The restriction of advertising applies to all boards, hoardings, flags, posters etc. displaying any organisation, company or brand name of any goods, including those of the Instructor. The Instructor and its Staff are permitted to wear branded clothing as part of a uniform if they so wish.
- 5.10 The Instructor and/or its Staff must not play any music whilst within the Park. Any music played within the Park must not be at such a level as to cause a nuisance to other users of the Park or properties neighbouring the Park and the Instructor must have the appropriate Performing Rights Society licence to play music.
- 5.11 The Instructor or its Staff must not collect monies/fees from clients whilst in the Park
- 5.12 The Instructor will not be permitted to distribute business cards whilst in the Park.
- 5.13 The Instructor must not operate outside of the agreed number of weekly sessions and / or the agreed group capacity size.
- 5.14 Each party shall notify the other of any health and safety matter that may materially affect the risk assessment of any activity in connection with the performance of this Registration as soon as they become aware of them.
- 5.15 While in the Park, the Instructor shall comply with any health and safety measures implemented by the Authority in respect of users of the Park. The Instructor shall make specific any generic risk assessment so as to control the activity in connection with the Registration and implement it.
- 5.16 The Instructor shall notify the Authority immediately in the event of any incident occurring where that incident causes any personal injury or damage to property and if requested by the Authority shall provide a copy of the incident investigation report if appropriate.

## 6 Independent Operator

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

## 7 Indemnity & Insurance

- 7.1 The Instructor shall throughout the Registration Period maintain public liability insurance of £2 million to £5 million and employers liability insurance if relevant. Copies of insurance documents must be submitted with the Application and a copy of the current policy must be available for inspection by the Authority at any time during the Registration Period upon request.
- 7.2 The Instructor shall indemnify the Authority fully 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 Instructor PROVIDED ALWAYS that the Authority shall be at liberty to settle as it may think fit after consultation with the Instructor any such actions claims or demands by payment of such sum or sums as it in its discretion may consider reasonable and it may in its discretion after giving notice in writing to the Instructor 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 Instructor to the Authority on demand PROVIDED NEVERTHELESS that the Instructor 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.
- 7.3 Subject to clause 7.4, the Authority is not liable for:
- (a) the death of, or injury to the Instructor, its Staff, clients or invitees to the Park; or
  - (b) damage to any property of the Instructor or that of the Staff, clients or other invitees to the Park; or
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Instructor or the Staff, clients or other invitees to the Park in the exercise or purported exercise of the rights granted by this Registration
- 7.4 Nothing in clause 7.3 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.

## 8 Termination of Agreement

- 8.1 The Authority may revoke this Registration with immediate effect where the Instructor and/or its Staff:
- 8.1.1 Is in breach of its obligations under this Registration 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 to remedy the breach.
  - 8.1.2 Acts in any way that is likely to bring the Authority into disrepute or damage its reputation or interests.
- 8.2 The Authority may terminate the Registration giving not less than one week's written notice.
- 8.3 The Instructor must give not less than one month's written notice to terminate this Registration.
- 8.4 For the avoidance of doubt, following termination of this Registration by either party, the Instructor and/or its Staff shall no longer be registered and therefore not permitted to run sessions within the Park.**

## 9 General

- 9.1 Nothing in this Registration shall render or be deemed to render the Instructor or any Staff an employee or agent of the Authority.
- 9.2 This Registration contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Instructor acknowledges that it has not entered into this Registration in reliance upon any representation by the Authority or anyone acting on its behalf.
- 9.3 Pursuant to the Freedom of Information Act 2000 the Authority is subject to certain legal obligations in relation to public disclosure of information. The Instructor 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 Instructor. The Instructor understands and agrees that the Authority may be required to provide information relating to this Instructor or the Instructor to a third party in order to comply with its obligations under these provisions

- 9.4 Nothing in this Application 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 Park either on a permanent or temporary basis or to temporarily use all or part of the Park for an event).
- 9.5 The Authority may, at its discretion, assign or otherwise dispose of any of its rights, obligations and liabilities under this Registration without the consent of the Instructor provided that such assignment or disposal shall not increase the burden of the Instructor's obligations under the Licence.

## **10 Disputes**

- 10.1 In the event that any dispute arises between parties in connection with this Registration, the parties shall, in the first instance, use their reasonable endeavours to resolve it amicably themselves.
- 10.2 Disputes remaining unresolved shall, if parties agree, be referred to non-binding mediation.
- 10.3 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 11 below.

## **11 Law and Jurisdiction**

- 11.1 This Registration shall be governed by and construed in accordance with English Law and the Authority and Instructor hereby submit to the exclusive jurisdiction of the English courts.

## **12 Agreement and Declaration**

- 12.1 That this Registration does not nor is intended to confer any legal or other tenancy estate or interest in respect of the Park and that the Authority is not empowered to do so
- 12.2 The benefit of this Registration is personal to the Instructor 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 Instructor 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
- 12.3 The Instructor will submit any proposals for marketing and promotion of its services in the Parks for approval by The Royal Parks. Use of The Royal Parks logo is by permission only and can only be used in connection with commercial skating activities in The Royal Parks. The Royal Parks retains all Intellectual Property Rights in its name and brand mark.