



Date: 08/09/20

Our Ref: NE255

BY E-MAIL

Dear Chris Polack

Thank you for sending Canal & River Trust your request to be allowed to undertake the Event at (River Ouse, using a section of river between Rawcliffe Landing and Lendal Bridge) ("the Site").

The Canal & River Trust is happy for your Event to be held on the Site subject to the terms and conditions which are set out in the rest of this letter. If you wish your event to go ahead then you should sign and return this letter to us, in which case it will form a legally binding agreement and this letter sets out the basis on which your Event may proceed if signed and returned by you will form a legally binding agreement between the Trust and you

#### Definitions

"We", "Us" and "Our" refers to Canal & River Trust and Our employees and agents.

"You" and "Your" refers to (Chris Polack) York City Rowing Club.

"Event" refers to (York Autumn Sculls)

#### Interpretation

In these terms and conditions words importing the singular number includes the plural number and vice versa. In consideration of **You** paying (0.00) (**Event Fee**) and agreeing to the following terms and conditions **We** will allow **You** to use the **Site** for the **Event** on 26 September 2020 between 9.00am and 4.00pm:

1. **We** make no representation or warranty as to the suitability of the **Site** for the **Event**;
2. **We** accept no responsibility for any injury or harm **You** or any person under **Your** control or taking part in the **Event** by **Your** invitation may suffer as a result of the **Event**, except where such injury or harm was caused by **Our** negligence; 3. **You** agree to undertake a risk assessment prior to the **Event** and to provide a copy of it to **Us** upon request and to implement any mitigation measures identified in the risk assessment;
4. **You** agree to obtain and keep in full force and effect at all times in respect of **Your** use of the **Site** for the **Event**, public liability insurance, and if appropriate products liability insurance, which shall not be less than ten million pounds per policy and to provide to **Us** on request documentary proof that the policies have been put in place;
5. **You** agree only to use the **Site** for the purposes of the **Event** and to take every reasonable care to ensure the proper and careful use of the Site;
6. **You** agree to ensure that the right of way of members of the public using the towpath at the **Site** is not in any way hampered as a result of the **Event** and **You** agree to ensure that navigation on the waterway in the vicinity of the **Event** is not in any way hampered or obstructed as a result of the **Event**;
7. **You** agree to make good any damage caused to the **Site** as a result of the **Event**, save where that damage was caused as a direct result of **You** acting in accordance with **Our** instructions or where the damage was a result of normal wear and tear; 8. **You** agree to leave the **Site** in a clean and tidy state on completion of the **Event** and agree the **Trust** may remove and discard anything left at the **Site** after the **Event**;
9. **You** agree to indemnify **Us** and keep **Us** indemnified against all actions, claims, proceedings, costs and damages and all legal costs or other expenses arising as a result of **You** breaching any of these terms and conditions or as a result of **Your** actions or default or the actions of any person attending the **Event** ;
10. **You** agree to nominate an event organiser for the **Event** and to provide details of the Nominated Person to **Us** prior to the **Event** taking place, who must be present at the **Event**;
11. **You** agree to comply with all relevant health, safety and environmental legislation, Health and Safety Executive codes of practice and guidance, **Our** bye- laws and any of **Our** published policies and procedures and **Your** risk assessment and **Your** environmental and heritage assessment;
12. **You** agree to comply with any reasonable instructions issued to **Your** Nominated Person from any of **Our** authorised staff present at the **Event**;

- 13. **You** agree to inform all those attending the **Event** of these terms and conditions and to make sure that they abide with them at all times during the **Event**, so far as is reasonably practicable;
- 14. **You** agree that **We** may fundraise and recruit supporters at the **Event**. If **We** intend to undertake fundraising or recruitment activity at the **Event** **We** will inform **You** at least six weeks prior to the **Event**.
- 15. **You** agree that **You** are responsible for **Your** safety and the safety of anyone attending the **Event**. 16. **You** will not carry out any physical works on the Site whatsoever and will ensure that no person fixes anything to any structure or fixture present at the **Site** or marks, soils or damages any structure on the **Site** or paints or constructs any object or structure on the **Site**.
- 17. **You** agree that any of **Our** officers may stop an event if he or she considers that the **Site** is at any risk of damage or that there is a risk to the safety of attendees at the **Event** or of people who are otherwise present at the **Site**. In such circumstances **We** will not be liable for **Your** loss or the loss of any attendee at the **Event**.
- 18. **Our** total liability to you under this agreement will be limited to the amount which **You** have paid to us for the use of the **Site** for the **Event**.
- 19. The **Event Fee** must be paid in full at least fourteen days before your **Event** is to take place. **We** may cancel your event if the **Event Fee** is not paid in which case we shall not be liable for **Your** loss or the loss of any attendee at the **Event**. 20. **You** must inform **Us** if you cancel the **Event**. If you give us not less than seven days' notice we will refund the **Event Fee**. If you give us less than seven days' notice then we reserve the right to retain the **Event Fee**.
- 21. These terms and conditions shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 22. No person who is not a party to this agreement shall have any rights under or in connection with it and no terms will be enforceable by any third party under the Contracts (Rights of Third Parties Act) 1999.
- 23. This letter sets out the entire agreement between **You** and **Us** with respect to the holding of the **Event** and shall supersede any and all prior agreements, representations or understanding between **You** and **Us** whether written or oral.

If You accept these terms and conditions, please sign the original copy of this letter and send it to:

Chris Stanley  
 Canal and River Trust  
 Cross Cottage, 5 Cross Lane  
 Braunston Northants  
 NN11 7HH  
 Tel: 01788 890 789

Signed for and on behalf of



Signed for and on behalf of Canal & River Trust

I ACCEPT THESE TERMS AND CONDITIONS:

..... Print Name ..... Signature

.....For and On behalf of Dated