

User Agreement

This user agreement sets out the terms under which the User of the BCBH facilities agrees to operate. The User agrees to meet the following conditions:

General

1. To nominate a member of the User to be the empowered representative on the BCBH User Committee and to procure that their representative follows the BCBH User Committee Terms of Reference Document.
2. To take responsibility for all its members & persons connected with the user and procure that they follow the BCBH Code of Conduct for individuals.
3. To take reasonable care of the Facility & make good any damage caused.
4. To leave the Facility clean and tidy after each attendance.
5. To hold sufficient public liability insurance to cover any claims arising from its own activities (including using the access rights to the landing stage).
6. To insure its boats & other equipment whilst in storage at BCBH.
7. To promptly report any maintenance issues to the BCBH Facility Manager.
8. To assist BCBH in collecting usage data required by BCBH, British Rowing, Hounslow Council, Sport England, and other grant giving bodies.

Equipment

9. To only store boats and other equipment at the Facility with the prior agreement of BCBH and on the racks allocated to them and at other places agreed with BCBH.
10. To procure that User members who have private boats sign and adhere to a BCBH Rack Rent Agreement. For clarity: User group racking fees are covered under Clause 30.
11. To maintain a register of the boats and other equipment that are the responsibility of the User and to ensure that BCBH and the User Committee have a copy of this register.
12. Not to move or use boats or equipment registered as being the responsibility of another User without the responsible User's permission.

Access and Security

13. To adhere to the Access and Security Procedures as agreed by the User Committee and approved by the Directors of BCBH.
14. To abide by the BCBH Events and Priority Access Times Priority times document
15. Not to allow unauthorised persons onto the BCBH site.
16. Not to allow unauthorised persons onto the adjacent river house boats or other private areas or cause a nuisance to others and likely bringing BCBH into disrepute.

Access to the River

17. To access the landing stage as specified in the River Access Plan.
18. To licence its own boats to use PLA waters.
19. To agree with other users, common rules for safe use of the landing stage.

Visitors

20. With the agreement of BCBH, the User may invite other organisations to use the Facilities as part of the User's own activities. Agreement will not be unreasonably withheld.



- 21. The User will be responsible for ensuring that visitors abide by the Policies and Procedures set by BCBH and the User Committee.
- 22. The User will be responsible for collecting any fees due to be paid by any visitors that they invite to the Facility.

Complaints & Safeguarding

- 23. The User will abide by the BCBH Complaints and Disciplinary Procedure, the BCBH Safeguarding Policy.
- 24. All inter user and third-party complaints relating to the use of BCBH facilities or the river will be notified to BCBH.
- 25. All outcomes of inter-user and third-party complaints will be notified to BCBH.
- 26. When BCBH at its sole discretion decides that a resolution to a complaint is required or that a repeated occurrence of a misdemeanour requires action then BCBH will notify the User in writing and the BCBH complaints handling procedure will be enforced.

Equipment Purchase and Access Fees

- 27. Fees generally are set by BCBH and are published in the BCBH Standard Charges Document.
- 28. The User purchases equipment from the BCBH according to Schedule A.
- 29. Payments are to be made monthly according to Schedule A.
- 30. In addition to the equipment purchases the User will pay a monthly access fee as detailed in Schedule A.
- 31. Fee structures will be reviewed annually at the anniversary of this agreement or when there is a material change in the BCBH facilities.

Termination

- 32. Either party may terminate this agreement for convenience by giving three months written notice to the other.
- 33. In this event the parties will, through the User Committee, agree an exit plan that ensures a smooth and mutually acceptable exit of the User.

For
Brentford Community Boat Club

For User

Signed: _____

Signed: _____

Name: Timothy Burne _____

Name: _____

Position: Trustee _____

Position: _____

Date: _____

Date: _____