

Service Agreement

between

xxx (The Hirer)

and

Deben Water Sports Centre

Version: 1 – 17 April 2025

Period of Agreement	1 April 2025 – 31 March 2026
Service	Use of Centre Accommodation and Kit

Service Agreement

1. Introduction

1.1. This agreement is between the hirer and Deben Water Sports Centre (DWSC)

1.2. The named parties who will conduct this agreement on a day-to-day basis are:

- Organisation
Named person
Role in organisation
Email: xxx@xxx
- DWSC
Named person
Role in organisation
Email: xxx@xxx

Other persons from each organisation will be engaged with this but the persons above are the named contacts for this agreement.

1.3. This agreement is intended to form the basis of a collaborative working partnership for the benefit of water activities in Woodbridge, the local area and further afield.

2. Service Specification

2.1. Service Objectives

DWSC to provide services in accordance with the following objectives:

- The provision of a building from which to run water activities.
- To provide watercraft (kayaks, canoes, rafts etc) and ancillary kit (buoyancy aids, paddles, spray decks etc) to use for water activities,
- To encourage adult and youth water activities on the Deben, local area and further afield, along with making use of the Centres accommodation, watercraft and kit.
- To help develop personal water skills, confidence, self-esteem etc.

3. Finance / Booking Arrangements

3.1. The hirer agrees to pay DWSC for using these services as listed below.

Hiring fees

Item	Cost
DWSC Open Canoe / Kayak / Raft	£x.xx per participant per session. (morning/afternoon/evening) Instructors/Leaders are not charged.
DWSC Paddles/buoyancy aids/spare decks	Included in above
Building – changing room only	Included in above

3.2. DWSC will invoice as follows:

- XXX

3.3. Invoices will be adjusted by agreement in the following circumstances:

- In the event of the premises or water activity kit being rendered unfit for the use it was hired for - invoices will be adjusted pro rata by mutual agreement.
- If a hiring or session has to be cancelled by the hirer due to operational circumstances eg bad weather, unsuitable river, instructor illness etc – by mutual agreement, invoices will be either be pro-rata, or a future session(s) arranged.

3.4. Booking arrangements

Sessions need to be booked and agreed in advance, through the DWSC booking process.

All agreed booking sessions shall be shown in the DWSC Diary.

The Hirer is entitled to use the Centres changing room, DWSC craft, and kit (buoyancy aids, paddles, spray decks etc) exclusively for the time of each hire.

The hirer should notify the Centre asap and ideally no later the 5 days before the hire, if a booking / session is cancelled. If no cancellation is received or is shorter than 5 days, the Centre may make a charge. Cancellation does not include operational circumstances eg bad weather, unsuitable river, instructor illness etc.

4. Service Requirements

THE HIRER

- 4.1. **Canoe Club etc** - The hirer will operate to its own Safety Framework, as approved by its committee and subject to its responsibilities put on them by their Sport England recognised National Governing Body such as PaddleUK when operating from the DWSC or using DWSC equipment.

Scout Groups - The hirer will operate to its own Safety Framework, as approved by its organisation and subject to its responsibilities put on them by their parent national organisation The Scout Association when operating from the DWSC or using DWSC equipment.

Evidence of these documents / procedures will be required annually. DWSC can make no determination as the suitability of these or take liability for these, that is the sole responsibility of the hirer.

4.2. The safety framework should cover:

- Arrangements for providing sufficient appropriately qualified or experienced leaders/coaches to carry out the water activity safely. Confirmation that qualifications are in place and consistent with NGB requirements and Safety Framework will be required.
- If young people (under 18) or vulnerable adults are involved in the activity the hirer must operate a Child Protection Policy and be adequately covered by a Disclosure and Barring Service (formally CRB) checks as required. Confirmation of this must be provided.
- The Hirer will produce Standard Operating Procedures as part of their Safety Framework and put in a framework to ensure compliance.

- The Hirer will ensure adherence to the Adventure Activities Licensing Regulations 2004 and any other legislation relevant to their activities.
 - An alcohol policy.
- 4.3. The hirer will be responsible for ensuring that it has adequate public liability (£10 million) insurance cover whilst carrying out activities at the centre, the surrounding areas and on the water. Evidence of this will be required annually.
 - 4.4. The hirer is responsible for ensuring compliance with the Service Agreement and for having adequate systems for documenting and monitoring compliance.
 - 4.5. The hirer is responsible for notifying DWSC promptly, and in writing, of any significant failure to meet this agreement and of actions being taken to promptly rectify the situation.
 - 4.6. The hirer will be responsible for ensuring compliance with current Health and Safety requirements.
 - 4.7. The hirer will be responsible for checking all craft, equipment etc before use to ensure it is safe and suitable for the activity being undertaken.
 - 4.8. The hirer will agree with the DWSC in advance, details of any kit being taken off site and the duration, so that other user can be made aware that the kit will not be available for that period.
 - 4.9. The hirer will provide a schedule of booking at the beginning of each year and/or individual bookings as required.

DWSC

- 4.10. DWSC will provide suitable access and facilities (building, watercraft and equipment / kit) for the purposes of delivering this agreement.
- 4.11. DWSC will ensure that all craft and kit is inspected yearly.
- 4.12. DWSC will provide an inventory of all its kit and when last checked, and any defects found.
- 4.13. DWSC will provide an insurance certificate for the centre to show it has public liability cover etc, along with electrical test certificates and a fire extinguisher test report.
- 4.14. The DWSC will co-ordinate all bookings and liaise with its hirers to agree confirmed bookings. Its decision will be final.

5. General Conditions

- 5.1. That this agreement commences on 1 April 2025 and will continue until Tuesday 31 March 2026. If this contract has not been finalised for the following hire period (1st April 2026 – 31 March 2027) by 1 April 2026 then this contract will stay valid but last no longer than 30 April 2026.
- 5.2. This agreement will be reviewed on a 12-monthly basis, but further reviews will take place if requested by any party to this agreement.
- 5.3. In the case of disagreement between any of the parties involved over any aspect of the agreement or the fulfilment of the agreement, which cannot otherwise be resolved, the matter will be referred for arbitration to an independent person agreeable to all parties.
- 5.4. Both parties can terminate this agreement following full consultation with a minimum of 3 months written notice and a full explanation.
- 5.5. Notwithstanding clauses 5.3 and 5.4; DWSC may terminate this agreement immediately and without notice should it be deemed by an appropriate body (e.g. HSE, Suffolk Safeguarding Partnership) that the hirer failed to exercise due care in delivering its Service.

5.6. The hirer acknowledges and agrees to abide by the T&C's

5.7. Force Majeure or Pandemic

In the event of any natural and unavoidable circumstances that interrupt the expected delivery of this Service, DWSC will make best endeavours to continue to support the Service.

Signed on behalf of the hirer

(Authorised Signatory)

Name:

Designation:

Date:

Signed on behalf of DWSC:

(Authorised Signatory)

Name:

Designation:

Date: