**Ping! 2021 Temporary Table Host Agreement**

**Terms & Conditions**

Thank you for agreeing to become a table host for *Ping!* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a table tennis project to be organised and promoted by the Lead Partner, supported by Table Tennis England).

By allowing us to use your space, you’re making a positive impact on your community by bringing table tennis to the public to play for free. We hope you enjoy your experience of being a *Ping!* table host.

In order to ensure *Ping!* is delivered as advertised to the general public, here are a few terms and conditions we’d like you to sign to ensure everything runs smoothly.

This is an agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **Lead Partner**)and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **Table Host**).

*Please note that the project is being delivered by the Lead Partner. Whilst the Lead Partner is working with Table Tennis England as part of a wider national campaign, this agreement is solely between the parties above. Table Tennis England has no obligations to either party under this agreement, but does have third party rights in respect of the Table Host’s obligations under this agreement.*

Where referred to in this agreement:

**Brand Guidelines** means the Lead Partner’s brand guidelines or the *Ping!* brand guidelines, as supplied to the Table Host by the Lead Partner or *Ping!* from time to time;

**Loaned Table(s)** means the Ping! Table(s) provided to the Table Host by the Lead Partner under this agreement (pursuant to paragraph 1(a));

***Ping!***means the national *Ping!* campaign, owned, operated and managed by Table Tennis England;

**Ping! Table** means the type, size and quality of table tennis table as provided to the Lead Partner by Table Tennis England from time to time. For the avoidance of doubt, the Lead Partner makes no warranty as to the type, size and quality of Ping! Table provided to the Table Host under this agreement;

**Risk Assessment** means a risk assessment for the use of the Ping! Tables in the Agreed Locations, which considers, as a minimum, the risks stated in *Ping!* guidance, as updated and provided to the Table Host by the Lead Partner from time to time; and

**Table Tennis England** means English Table Tennis Association Limited (trading as Table Tennis England) a company limited by guarantee without share capital with company number 04268058 and registered address at Bradwell Road, Loughton Lodge, Milton Keynes, Buckinghamshire, MK8 9LA.

In this agreement, words or phrases which start with capital letters, unless otherwise defined above, will have the meaning given to them by the form attached at the bottom of this agreement.

1. **Table Terms**

The Table Host agrees to:

1. place and host the Agreed Number of Ping! Tables (the **Loaned Tables**) in the Agreed Locations, until such a time as the Lead Partner makes arrangements for the adoption of each of the Loaned Tables;
2. grant reasonable access for the delivery, installation and collection of the Loaned Tables in the Agreed Locations. Specific dates/times and other appropriate information will be agreed between the parties and provided to the Table Host in advance by the Lead Partner;
3. site the Loaned Tables in the Agreed Locations. Should the Loaned Tables need moving from the Agreed Locations other than for overnight storage, the Table Host will inform the Lead Partner as soon as possible and complete and return a new Risk Assessment to the Lead Partner;
4. make the Loaned Tables available to the public during the Opening Times;
5. report damage/maintenance issues with Loaned Tables, bats or balls to the Lead Partner as soon as possible; and
6. allow the Lead Partner to collect the Loaned Tables when arrangements for the adoption of each of the Loaned Tables has been agreed.

The Lead Partner agrees to:

1. allow the Table Host to use the Loaned Tables outside of the Ping! project for its own purposes including the delivery of their own events;
2. provide bats and balls for the duration of the Ping! project free of charge to the Table Host
3. promote the table location and Table Host on the Ping! city website and other marketing materials, promoting the Table Host’s specific events where appropriate
4. consider the Table Host as a permanent recipient of the table (Table Donee)
5. invite Table Host members of staff to attend Ping! Volunteer Training free of charge
6. use photographs of activities at the Table Hosts table on promotional material and online, where applicable

provided that:

1. the Lead Partner will have no liability for loss suffered as a result of such use;
2. the Table Host will indemnify the Lead Partner for the cost of repairing damage caused to the Loaned Tables during such use; and
3. the Table Host will not charge the public for such use.
4. **Table Minders**

The Table Host agrees to appoint one or more Table Minder(s) for the duration of the project.

A Table Minder should be a person working at or near the Table Host’s organisation (or one of its sites at which a Loaned Table is located) who will:

1. check the Loaned Tables during the day, record the details of such inspections and report any issues with the Loaned Tables to the Lead Partner;
2. check on and, if need be, replenish bats and balls in the morning and at least one other time during the day;
3. remove the bats and balls at night if required by neighbours and/or the Table Host; and
4. liaise with the Lead Partner or its nominee with regards to Ping! events, as needed.

The Table Host agrees that where a Table Minder fails to fulfil its obligations, the Table Host will satisfy those obligations itself or appoint a new Table Minder in respect of the effected Loaned Tables.

1. **Table Ownership**

The Table Host agrees that:

1. all Loaned Tables will indefinitely remain the property of the Lead Partner, unless the Lead Partner subsequently enters into a separate Table Adoption Agreement with the Table Host; and
2. the Lead Partner will have a right of peaceable re-entry to recover the Loaned Tables where the terms and conditions of this agreement are breached by the Table Host.

*At the end of the host duration, all Ping! Tables will be donated to charitable/community organisations by the Lead Partner. If you wish to be considered for a table donation, please advise the Lead Partner as soon as possible.*

1. **Events**

Where the Table Host organises events which utilise the Loaned Tables, it agrees to:

1. promote and conduct the event in accordance with any guidelines reasonably issued by the Lead Partner or Table Tennis England*;*
2. be fully responsible for the event and hold the Lead Partner and Table Tennis England harmless in the event that either incurs any losses as a result of the event; and
3. provide full details of any planned event to Lead Partner, who may at its sole discretion:
	1. include details of the event on the Lead Partner’s Ping! website, which may be amended by the Lead Partner to meet any relevant brand guidelines; and/or
	2. provide other promotional material where applicable.

The Table Host agrees to:

1. allow the Lead Partner to organise and run events at the locations where the Loaned Tables are placed (and use the Loaned Tables) for the project duration; and
2. where appropriate, work with the Lead Partner to co-organise events that complement the Table Host’s venue. For the avoidance of doubt, this does not oblige the Lead Partner to make a financial contribution to the event.
3. **Promotion**

The Table Host agrees to:

1. use the Ping! logo on all material relating to the Loaned Tables, including events; and
2. place signage and other *Ping!* promotional material around the Loaned Tables and Table Host’s venue(s) during and after the project, as provided by the Lead Partner, that is necessary to promote:
	1. the Loaned Tables;
	2. *Ping!* events; and
	3. *Play On* opportunities for people after the host duration.
3. **Press and PR**

The Table Host agrees:

1. to refer any press enquiries regarding the project or the national *Ping!* campaign to the Lead Partner.
2. that the Lead Partner *will* be entitled to advertise the Table Host, the Loaned Tables’ locations, and events using the Loaned Tables as part of the project, and accepts that such information may be used in a variety of print broadcast and web media which will be available to persons both in and outside of the European Economic Area; and
3. include, where referring to *Ping!*, the Loaned Tables or events using the Loaned Tables, links to the project’s online sites on the Table Host’s marketing and PR materials and/or sources.
4. **Brand Guidelines**

Where the Table Host refers to the *Ping!* or any other intellectual property or brand name owned or managed by Table Tennis England or the Lead Partner, the Table Host agrees to:

1. abide by the Brand Guidelines; and
2. indemnify Table Tennis England and/or the Lead Partner for any loss suffered by them due to the Table Host’s failure to abide by those Brand Guidelines.
3. **Liability**

Table Tennis England provides public liability insurance to cover Ping! Tables and events using those Ping! Tables for the core advertised days of the projecton the condition that:

1. an adequate Risk Assessment is carried out for each Loaned Table in its Agreed Location (for the avoidance of doubt, a Risk Assessment that complies with relevant guidance provided by the Lead Partner or Table Tennis England will not necessarily be adequate; such guidance is provided for information purposes only);
2. a Table Minder is appointed for each Loaned Table and carries out a daily inspection (and records details of those inspections);
3. all of those events using Loaned Tables are supervised;
4. all of those events using the Loaned Tables are properly notified to the Lead Partner and Table Tennis England;
5. the Loaned Tables are not moved from the Agreed Locations without completing a new Risk Assessment and consulting the Lead Partner;
6. the Loaned Tables are in no way modified or re-assembled by the Table Host; and
7. all terms and conditions expressed in this agreement are complied with.

In the event that any of the above conditions are breached or otherwise in the event that a claim cannot be made on Table Tennis England’s public liability insurance, the Table Host agrees that it will remain fully liable to the public for its negligence, and neither the Lead Partner nor Table Tennis England will indemnity it for any loss incurred.

Nothing in this agreement will limit or exclude the Lead Partner’s liability for:

1. loss suffered by the Table Host, table users or event participants caused by the Lead Partner’s negligence;
2. death or personal injury caused by its negligence;
3. fraud or fraudulent misrepresentation; or
4. for any other matter for which it is unlawful to limit or exclude liability (as the case may be).

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| **Contact name:** |

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| --- | --- |
| **Main telephone contact number:** | **Back up telephone number:**  |

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| --- |
| **Contact e-mail:** |

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| **No. of Loaned Tables agreed:** (the **Agreed Number**) | **Type of Loaned Table:** Static |

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| **Loaned Table location(s) at your venue:**(the **Agreed Locations**) |

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| --- |
| **Daily times Loaned Tables will be open to public:** |
| **From: To:**(the **Opening Times**) |
| **Will the Loaned Tables need to be stored at night:** |

By providing signing below, The parties agrees to all of the terms and conditions detailed above and warrant that the person signing below has the authority to sign this agreement on behalf of the applicable party.

|  |  |
| --- | --- |
| Signed for and on behalf of the **Lead Partner** | Signed for and on behalf of the **Table Host** |
| Name |  | Name |  |
| Title |  | Title |  |
| Signature |  | Signature |  |
| Date |  | Date |  |