

AGREEMENT

THIS AGREEMENT made the _____ day of _____ between Galway County Council having its office at Aras an Chontae, Prospect Hill in the County of Galway (hereinafter called “the Council”) of the One Part and, **Name of Community Group** having an address at, _____ (hereinafter called the Land Owner) of the Other Part.

(A) WHEREAS

1. The **Name of Community Group** is owner of certain lands situated in in the town of _____ and County of Galway delineated in blue on the map attached hereto and upon which a community playground will be developed/constructed by the landowner, (hereinafter called “the Playground”).
2. The Council has agreed with the **Name of Community Group** that the lands will be developed as a playground and the Council and the Land Owner has agreed to execute this Agreement for the purposes of:
 - (a) Defining the nature and extent of the relationship between the Council and the **Name of Community Group**.

(B) IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. For the consideration hereinafter specified the Council hereby agrees to provide Public Liability and Employers Liability insurance cover in respect of the community playground subject to the normal terms, conditions and exceptions of the Councils Public Liability and Employers Liability policies.
2. It is expressly agreed between the parties hereto that the **Name of Community Group** is not entitled to exclusive possession of the Playground and the Council, its Servants and Agents shall at all times have a right to enter into and occupy the Playground.
3. The parties specifically acknowledge that this agreement does not in any way create a relationship of landlord and tenant and nothing herein shall contain, shall create or shall be construed to create a tenancy.
4. The equipment provided / to be provided by the **Name of Community Group** is specified in the Second Schedule hereto. This is not an exhaustive list and may be added to by the Council or the Land Owner during the term hereof. The **Name of Community Group** shall keep the equipment in good order and condition.

5. It is hereby agreed that the play equipment provided at the commencement of this Agreement are in good order and condition.
6. It is hereby agreed that the Council may at any time, without notice enter the playground to remove, or secure from use, any defective equipment.

(C) **IN CONSIDERATION** of the provision of insurance cover by the Council the **Name of Community Group** covenants as follows:

1. To maintain and service any equipment brought into the Playground and to produce contracts for the maintenance or servicing of the said equipment and from time to time produce on request receipts for payments due under service or maintenance agreements.
2. To be responsible for the management and control of the Playground and to ensure that use by the **Name of Community Group** or its Invitees creates no reasonable ground of offence or embarrassment to the Council.
3. Maintain the Playground in good order and repair and to make good any damage arising from or in connection with the use of the Playground.
4. To permit the Council by its officers or representatives appointed for that purpose to enter into the Playground and carry out periodic inspections as they in their absolute discretion may deem necessary and on receiving written notice from the Council of any defect or want of repair to promptly carry out to the satisfaction of the Council all works necessary to remedy such defect or want of repair.
5. To pay and discharge all existing and future taxes, duties, charges, assessments and impositions and outgoings whatsoever which are now or may at any time hereafter be assessed or charged in respect of the Playground.
6. The Playground will be inspected weekly by a designated, competent member of the **Name of Community Group** and records of these inspections will be kept and maintained by the **Name of Community Group**. A report of these inspections will be forwarded to Galway County Council on the 1st of each month in a format to be agreed between Galway County Council and the **Name of Community Group**.
7. The **Name of Community Group** must ensure that the Playground is kept clean and free from litter and loose rubbish of any kind. All waste must be disposed of weekly and must not be allowed to accumulate.

8. The **Name of Community Group** will be responsible for the collection and disposal of all refuse and waste arising from the use of the Playground.
9. The **Name of Community Group** may not dispose of any waste or rubbish at the Playground by burning same.
10. The **Name of Community Group** must ensure that there are no dangers or hazards at the playground and any dangers or hazards which become evident from the weekly inspection must be removed immediately from the Playground.
11. The **Name of Community Group** must ensure that any defective or broken equipment will be immediately secured from further use or removed from the playground.
12. The Council will be immediately notified by telephone and in writing of the existence of any defective or broken equipment at the Playground.
13. The **Name of Community Group** shall observe and comply with rules, regulations, requirements and byelaws of the Council or any other Local Authority and the requirements of any Act of Parliament or Statutory Instrument in respect of the user of the Playground and will comply with all rules and regulations made from time to time by the Council.
14. The **Name of Community Group** agrees not to undertake or do or cause or permit to be done any act or thing about on or near the Playground which may be or become a nuisance or inconvenience or cause damage or annoyance to the Council or other persons, or which may infringe any Statutory provision, order or regulation from time to time in force.
15. The **Name of Community Group** agrees to make its Members available for any training organised by the Council with a view to ensuring the competency of any designated, competent member of the Landowner to undertake inspections under Section 6 above

(D) THE COUNCIL HEREBY COVENANTS as follows:

1. To effect and keep in force during the continuance of this License such Public Liability (and if applicable) Employers Liability policy or other policies of Insurance in relation to the Playground as may be necessary to cover the Council and the **Name of Community Group** against any claim arising out of or on foot of Public Liability or Employers Liability and to ensure that the **Name of Community Group** is indemnified by the Insurers in the same manner as the Council subject to the normal terms, conditions and exceptions of the relevant policies.

- (E)1. **PROVIDED** all this is hereby further agreed if the **Name of Community Group** should fail to carry out any of its responsibilities in accordance with this agreement then the Council shall be at liberty to terminate this agreement. Without Prejudice to the generality of the foregoing if the Land Owner shall fail to provide and maintain adequate safety records the Council may forthwith (or any time thereafter) terminate this License without prejudice to the rights of the Council in respect of any subsisting breach of Covenant.
2. This agreement shall remain in force for the Term unless terminated pursuant to above clause 1 provided however that the Council may terminate this agreement by giving the **Name of Community Group** three months notice in writing of their intention to so terminate. Such notice shall be served on the Land Owner at its address by Registered Post Upon expiration of any such notice the License shall be deemed to have ended.
 3. Nothing in this Agreement shall be deemed to constitute any warranty by the Council that the Playground or any parts thereof are authorised under the Planning Acts or otherwise for any specific purpose.
 4. This Agreement is personal to the **Name of Community Group** who shall not be entitled to assign, charge or mortgage this Agreement or any benefit under it either in whole or in part, or otherwise dispose of this Agreement or grant any sub Agreement.
 5. The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Ireland. In the event of any dispute or disagreement between the parties, the matter in dispute shall be referred to an independent Arbitrator to be nominated by the parties or in default of agreement upon the application of either party to the president for the time being of the Law Society of Ireland. All parties shall submit to the jurisdiction of such Arbitrator and shall comply with all reasonable requests and directions of the Arbitrator and the Arbitration Act 1954 and 1980 (as modified and amended by any statute for the time being enforced) shall apply to such Arbitration.

FIRST SCHEDULE

1. The commencement date is
1. The term is
2. The License Fee is

SECOND SCHEDULE

(List of Equipment)

PRESENT when the seal of
GALWAY COUNTY COUNCIL
Which seal was authenticated by:-

Nominated Employee for the purpose
of authenticating the seal

PRESENT when the common seal of the
Land Owner was affixed hereto

or

SIGNED SEALED AND DELIVERED
On behalf of the Land Owner:-

Secretary

Director or Chairperson