



Ping! 2019 Adoption Agreement

Ping! 2019 Table Adoption Agreement Terms & Conditions

Thank you for agreeing to adopt a Ping! table.

Ping! _____ is a fantastic project, reaching thousands of people in your local community. By adopting a table, you're helping shape the project's legacy and continued positive impact on your community.

We hope you enjoy your Ping! table and to ensure everything runs smoothly, here are a few terms and conditions we'd like you to agree to.

This is an agreement between _____ (the **Lead Partner**) and
_____ (the **Table Donee**).

Please note that the Ping! 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 Hosts 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 Donee by the Lead Partner or *Ping!* from time to time;

Donated Tables means the Ping! Table(s) provided to the Table Donee by the Lead Partner under this agreement;

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; 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. Acceptance of the Table Donee's request for donation

This agreement will not come into effect until it has been signed by both parties, regardless of any previous informal oral or written agreement.

Once signed by both parties, the Lead Partner will donate the Agreed Number of Ping! Tables to the Table Donee on the terms of this agreement, and will arrange delivery of those Donated Tables to the Table Donee.

2. Table Ownership

At the time of donation, the Donated Tables become the property of the Table Donee (although *Ping!* are still able to make use of the table as agreed – see section 5 below) and as such the Table Donee acknowledges in particular that:



Ping! 2019 Adoption Agreement

- a) Costs of repair and maintenance will be its responsibility (*Ping!* can provide the Table Donee with the table suppliers contact details upon request);
- b) suitable public liability insurance cover is in place;
- c) it must take responsibility for properly risk assessing use of the Donated Tables;
- d) it will let the Lead Partner know if there is a change to the condition of the table; and
- e) If it finds that it can no longer host the Donated Tables for whatever reason, or cannot do so in compliance with these terms, it will contact the Lead Partner immediately, if requested transfer ownership of the affected Donated Tables to the Lead Partner, and allow the Lead Partner to collect the Donated Tables at a mutually convenient time.

The Table Donee will not sell or otherwise dispose of the Donated Tables without the written consent of the Lead Partner.

3. Table Access

The Table Donee will:

- a) use the Donated Tables solely for the use of the public, its members or its visitors, as the case may be;
- b) ensure the site(s) at which the Donated Tables are to be located are suitable to maximise use of the table, with particular regard:
 - a. to the Opening Times (as specified at the bottom of this agreement); and
 - b. weather (although the Lead Partner understands that Donated Tables may need to be stored away during winter months); and
- c) let the Lead Partner know the dates and times the table is out so the Lead Partner can advertise on their website (please provide this information below).

4. Table Monitoring

As part of the project the Lead Partner needs to know how many people are using the Donated Tables. By accepting Donated Tables, the Table Donee agrees to monitor the Donated Tables and occasionally fill in the Lead Partner's survey, to tell the Lead Partner:

- a) the number of people using the Donated Tables;
- b) the events the Table Donee running at the Donated Tables; and
- c) any good news stories or pictures – as the Lead Partner would love to promote these on their website.

5. Table Usage

If *Ping!* or the Lead Partner wish to hold an event at the Donated Tables then the Table Donee will use reasonable endeavours to support this, including either:

- a) allowing access and free use of the Donated Tables at mutually convenient times; or
- b) allowing the Lead Partner to, at its own cost, temporarily relocate (for up to six weeks) the Donated Tables to a location where free access and use may be given to event participants.

6. Brand Guidelines

Where the Table Donee 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 Donee agrees to:

- a) abide by the Brand Guidelines; and
- b) indemnify Table Tennis England and/or the Lead Partner for any loss suffered by them due to the Table Donee's failure to abide by those Brand Guidelines.



Ping! 2019 Adoption Agreement

7. Warranty

Where the Donated Tables have been supplied to the Lead Partner with a manufacturer's warranty, the Lead Partner provides the Donated Tables with such warranty, but only to the extent that it is still in date.

Except as set out in this agreement, all conditions, warranties and representations, whether expressed or implied by law or by trade custom, are hereby excluded.

8. Liability

For the avoidance of doubt, the Lead Partner will be in no way liable for any loss suffered by the Table Donee flowing from the Donated Tables, except as explicitly provided for in this agreement.

However, nothing in this agreement will limit or exclude the Lead Partner's liability for:

- a) loss suffered by the Table Donee caused by the Lead Partner's negligence;
- b) death or personal injury caused by its negligence;
- c) fraud or fraudulent misrepresentation; or
- d) for any other matter for which it is unlawful to limit or exclude liability (as the case may be).

The Table Donee should fill out and sign the form overleaf and return the signed form to the Lead Partner.



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TABLE DONEE DETAILS

TABLE DONEE NAME:

TABLE DONEE CONTACT NAME:

CONTACT POSITION:

NUMBER OF PING! TABLES REQUESTED (once this agreement is signed by both parties, the **Agreed Number**):

WHEN WILL THE DONATED TABLES BE AVAILABLE FOR PUBLIC/MEMBER/VISITOR USE? (the **Opening Times**)

Please include opening days/times and periods of the year the table will be out:

WHAT LEGACY ACTIVITIES THE TABLE DONEE IS PLANNING TO SET UP / RUN ON THE TABLE (S)?

Please include details of planned activities as well as who the event is aimed and whether it is open to the general public. Please also give times and dates of your planned activities:

TABLE DONEE E-MAIL:

TABLE DONEE TEL NO:

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 **Table Donee**

Signed for and on behalf of the **Lead Partner**

Name

Name

Title

Title

Signature

Signature

Date

Date