

Annexe 3: draft Participation Agreement

Participation Agreement between the Meanwhile Foundation and [name to be inserted]

We take this opportunity to thank you for submitting your [insert project proposal title], which is enclosed as Annex A to this letter.

1 Your Project Proposal

We are writing to inform you that your Project Proposal has been approved and we have arranged for you to occupy the following space owned by (**Owner**):

[insert premises] (the **Property**).

We have negotiated the terms of occupation with the Owner and we will grant usage of the premises for a period of at least 13 weeks (**Initial Term**) commencing on 5 March 2012 (**Commencement Date**) and continuing until 4 June 2012 (**Terminating Date**), unless earlier terminated as outlined in Clause 7 in the Participation Agreement. We plan to discuss with the landlord the potential to extend the occupation beyond the initial term. This will be discussed with you as soon as we know the likelihood of this.

If your Project Proposal changes in any way during your occupancy, please contact [insert contact name] at the earliest opportunity.

As you know, the property is currently available for “meanwhile” use pending redeployment by the Owner. Accordingly, we may terminate our agreement with 10 days written notice to you, if directed to by the Owner.

2 Your obligations

Enclosed as Annex B to this Participation Letter are our Standard Terms and Conditions of Participation, which apply to your use of the Leased Property and participation of [Insert project] at [insert address].

The Terms and Conditions of Participation, together with this Participation Letter and any schedules or annexes to those documents, comprise our agreement (**Participation Agreement**).

Your key collective and individual obligations under the Participation Agreement are as follows:

Community Contribution

Your Project Proposal was accepted for inclusion in the [insert project] in part due to the nature and level of community ‘give-back’ or contribution it proposed to offer.

This offer may have included the provision of regular public events, activities or workshops or the opportunity for trainee engagement within your project and will have been agreed with us in advance of your signing this Agreement. Community contribution is an important element of the [insert project] and by signing this Participation Agreement you agree that you will undertake to

deliver the 'give-back' provisions outlined in your Project Proposal once these have been confirmed with us.

If you are considering taking on trainees / work experience students, they must be over 18. If you are considering working with children or vulnerable members of the public, it is your responsibility to understand the legal requirements and have proof of any necessary procedures or checks that need to be in place before you do so.

Permitted Use: You must only use the property for the Permitted Use (which is set out in Annex A), and for no other use without our written approval. You may use the property only during the hours permitted. It is your responsibility to ensure you have proof of the correct licenses, certificates relating to your Permitted Use.

Outgoings: You must pay a monthly Participation Fee (£50) to contribute to all water, electricity, gas you use and other overheads whilst occupying the property. On signing this Agreement you must pay a deposit of £150 and the first month's Participation Fee (£200 in total) in order to obtain the keys to your unit. Payment details can be found below.

Opening times: It is important for the ethos of the New Windows on Willesden Green concept of meanwhile use that the spaces in the public realm are accessible to the public at regular agreed times. In signing this agreement you confirm you will occupy the premises for at least 4 days a week, 8 hours a day (unless otherwise agreed with us in advance of signing this Participation Agreement) and keep to any specific opening hours that you make public.

Nuisance and illegal activities: You must not cause a nuisance to owners or occupiers of surrounding buildings or to the Owner or engage in illegal activities or disruptive behaviour whilst occupying the property.

Maintenance, security and day to day running: Please take good care of the property and at all times make sure it is clean and presentable. You are responsible for ensuring the building is locked securely each evening and for creating a rota to ensure the areas open to the public are staffed during opening times. You will be issued with a Tenant Manual and given a full induction to the space to make you aware of the collective responsibility a collaborative space such as Queens Parade requires to make it a harmonious place for everyone.

Safety and emergencies: Please ensure your safety and the safety of your guests entering the property. You must ensure your guests are aware of and abide by any emergency procedures notified to you by us or the Owner. You must meet any legal Health and Safety responsibilities to yourselves, employees and the public.

Obligation to “make good”: **On termination of the Participation Agreement or expiry of the Term, you must vacate the Property and leave it in no worse condition than it was in on the Commencement Date.**

Promotions and publicity: **You agree to undertake and participate in any publicity or promotional activities concerning your Project Proposal and your occupancy of [insert premises address] which relate to the [insert project name] or the Meanwhile Foundation. You agree to provide images of your work relating to your Project Proposal for promotion and publicity where necessary for publication in all media, with accreditation where appropriate.**

INSURANCE

We have taken out a General Public Liability Insurance Policy (Policy) to cover the common areas of the building. The Policy will not cover your Project, and you are responsible for taking your own insurance out for your Project. You will be responsible for taking out public liability insurance as a minimum and any other insurance required by Law:

a) Public Liability Insurance

As an Occupant, you will be required to take out your own Public Liability Insurance. Your policy should respond to claims for personal injury and property damage occurring in the Property in connection with your Project and will be subject to the Policy Wording. We may require information in addition to that in your Project Proposal. It is your responsibility to ensure you are suitably insured and check with the Meanwhile Foundation that you are included in its policy.

b) Other insurance

You or your Project will also be responsible for procuring insurance cover for additional risks, such as:

Contents insurance: The Policy does not cover goods, equipment or personal effects brought onto the premises by you as part of the Project

Likewise, your contents are not insured by the Owner. Accordingly, we highly recommend you take out insurance covering your contents. We can assist you in arranging cover, if you require.

Other insurance: You may consider taking out other insurance policies (e.g. Employers/Product Liability Insurance) or you may otherwise be

required to take out other insurance policies by Law. We recommend you speak with an Insurance Broker to find out more.

7 Participation Fee & Deposit

In return for access to the Leased Area, you must pay a deposit of £150 and one month's fee of £50 (plus VAT) (**Participation Fee**) on the Commencement Date (£200 in total). Thereafter you must pay a monthly Participation Fee of £50.

Payment must be made into the following account:

Account Name: [insert]
Sort Code: [insert]
Account Number: [insert]

Please use your name or your project name as a deposit reference. A tax invoice for monies received will be provided to you after the end of your occupation once all payments have been made.

The Participation Fee will form part of an operating fund we will use to assist you in maintaining the Premises and will go towards the payment of rates and utilities. You must be considerate of the energy consumption costs of the building, only using heating where absolutely necessary and turning all electrical equipment and lights off when not in use.

You will not be allowed access to the Property until you have signed and returned a copy of this Participation Agreement, acknowledging your acceptance of the terms and paid your required deposit.

Again, congratulations on your Project Proposal being accepted! We look forward to working with you into the future. For all enquiries, please contact [insert contact].

Yours faithfully

The Meanwhile Foundation