

CHARNWOOD BOROUGH COUNCIL
LOUGHBOROUGH FAIR 2019
TERMS AND CONDITIONS FOR LETTINGS
PLEASE READ CAREFULLY



APPLICATIONS

1. All applications must be made on a current Charnwood Borough Council application form.
2. Telephone applications are not acceptable.
3. All stall/concessions charges are non-refundable.
4. If you do not receive an acknowledgement of payment and receipt of money sent, within 28 days, please contact us.
5. Under no circumstances may space booked be sublet without prior agreement.
6. The Council reserves the right not to accept any or all applications.

CANCELLATIONS

7. Failure to attend an event without prior cancellation, or bona fide explanation within 72 hours of the event without refund.
8. If an event has to be cancelled, re-arranged, interrupted or curtailed due to circumstances beyond the organiser's control, the organisers shall not be liable to make good any loss incurred by any party booked for the event.

STAND-INS & SUB LETS

9. Sub-letting to a stand in showman in any form is strictly prohibited without the prior permission and consent of the Markets and Fairs manager.
10. Any person attempting to obtain a stand in a fictitious name will be jeopardising their right to stand within the fair.

TRADING TERMS-GENERAL

11. Concessionaires shall comply with all current legislation, notices, orders, discretions, bylaws & others of all Government & Local Authorities or Agents or other bodies having statutory powers & shall comply with all restrictions, directions & conditions lawfully imposed by any public authority having statutory power.
12. Concessionaires shall ensure any goods sold comply with Trademarks (Counterfeit items), Trade Licensing Agreements, Cosmetic Product Regulations, and Toy Safety Regulations and meet all Safety Regulations and EU, BSI safety standards and Leicestershire Trading Standards National Charter for Safe & Fair Markets.
13. Concessionaires must comply with all reasonable directions of the Charnwood Borough Council for the management, control & conduct of the event.
14. Concessionaires must comply with legislation regarding smoke and odour emissions and ensure only authorised fuels are used on site.
15. Concessionaires shall comply with the directions of the Borough Council as to the disposal/recycling of refuse and take all reasonable steps to keep the site and ground in the immediate vicinity free from litter and paper, and in a proper condition. At the end of each trading day, all trade waste must be placed in the appropriate skips provided or

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placed in tied bin bags and deposited in the designated area as advised for collection/recycling.

16. The black plastic wheelie bins located throughout the fairground are for public use only and showmen are not permitted to deposit any form of trade waste into them or move them from their location!
17. Fats/Oil must not be poured down the drains or on the ground but should be taken from site and disposed of in the correct manner.
18. Elsan waste and waste water must only be emptied in the main drainage points or taken away. It must not be drained onto the ground.
 - **NB** Any additional cleansing or reinstatement works required as a consequence of failure to comply with the above disposal/recycling of refuse instructions will be recharged to the Concessionaire.
19. All vehicles except for those from which trading is directly occurring must be removed from the public area two hours before the event opens and placed in the designated parking area and should not return until half an hour after the close the event or when the all clear is given by the Event Manager.
20. Any necessary refuelling must be undertaken outside of the fair's operating hours (i.e. early morning) and conducted in such a way as to avoid endangering public safety. Such exercises must be carried out in accordance with health and safety practices as laid down by the Health & Safety Executive or the Showmen's Guild of Great Britain.
21. The Borough Council will only provide the exact ground space to each concession. Additional services such as mains electricity, mains water and mains drainage are not part of the concession. Water and drainage points are available at set locations around the site.

PROHIBITIONS

22. No goods shall be sold except those specified on the application.
23. The selling of goods by auction, shouting or behaviour calculated to annoy visitors or Concessionaires is strictly forbidden. The use of mechanical loud speaking appliances and/or public address systems without written permission of the Council is prohibited.
24. Concessionaires operating tombola or similar stalls must ensure that all goods are sound and where food is offered as a prize that is it not "out of date" and complies with current legislation. No alcohol or tobacco products are to be given as prizes.
25. Concessionaires must under no circumstances display or offer for sale or give as prizes, any of the following: -
 - Any animals, including fish, birds and reptiles.
 - Any item, which could be described as "drugs paraphernalia", herbal drugs or items providing a 'Legal High'.
 - Any smoking related items including cigarettes, cigars, and pipes or rolling papers, e-cigarettes.
 - Weapons, imitation/replica weapons or ammunition this includes all toy guns and gun shaped objects.
 - Mini Motos (Motor Cycles).
 - Beverages in glass bottles/containers.
 - Silly String Foam or similar products.
 - Pay day loan companies.

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- Character reading and fortune telling shall not take place.
 - Punch balls will not be permitted under any circumstances.
 - Any dispute between the public and a game operator shall be investigated by the Borough Council whose decision shall be final.
 - Any games that in the opinion of the Borough Council are of an undesirable nature shall be prohibited.
 - All games that, in the opinion of the Police Authorities are of an undesirable character will be prohibited, and no game must be opened until the Police have approved it.
 - Any items displaying inappropriate images, logos or text as determined by the Event Manager whose decision is final.
- 26.** No exhibitor will be allowed to place exhibits, boards or structures of any description in such a way that any part thereof projects beyond the limits of the space allocated to them, nor in such a manner as to obscure the signs on the adjoining Stand.
- 27.** Concessionaires are asked to note that the distribution of promotional material other than from their own stand or demonstration area is strictly prohibited.
- 28.** Concessionaires are not to exhibit, or permit to be exhibited, on any part of the site, advertising boards, posters, notices or other matter except with the written consent of the Council.
- 29.** If Concessionaires are staying on site overnight, they must respect that event sites are in a residential area and their site is not to be used for parties.

HEALTH & SAFETY

GENERAL

- 30.** It is the responsibility of each contractor/concessionaire to comply with safe systems of work and to erect and dismantle their Equipment in a responsible and safe working manner and determine a safe working zone and prevent unauthorised access to the working zone during the erection and dismantling periods.
- 31.** All showmen applying for ground within Loughborough fair must have and produce valid risk assessments and method statements appertaining to the build-up and dismantling operation of any riding machine, game, stalls or other amusements. The relevant risk assessments/method statements must accompany the initial application forms and other certification required by the Council and all showmen must make these available to the Council and the Markets and Fairs Manager on request. These risk assessments and method statements must specifically take account of the presence of the general public with regard to moving vehicles and trailers, free-swinging or projecting parts or materials that may be ejected by riding machines, games, stalls or other amusements and risks of falls and falling objects when working at height above passers-by or other showmen.
- 32.** It is the requirement that all involved with the event i.e. Staff, Contractors, Concessionaires, Stewards and Service Personnel bring any items of H & S concern to the Markets and Fairs Manager, so that the concerns can be addressed.

FOOD & FOOD HYGIENE

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33. The enforcement of the preparation, hygiene, storage and serving of food, is undertaken by the Environmental Health Section. All concessionaires selling food are requested to complete and return the Food Safety questionnaire and checklist with the application form.

- The Borough Council will notify Environmental Health Section of all Food Concessionaires and advise them of any concerns regarding the preparation, hygiene, storage and serving of food, where it is considered that risks are evident and are not being effectively managed or addressed.
- Any Caterer with a score lower than three on the Food Rating Scheme will not be accepted at Borough Council events.

34. N B Food Allergen Information

Please ensure that your business complies with food allergen information for customers <http://www.food.gov.uk/news-updates/campaigns/allergen-rules>

FIRE SAFETY

35. Please ensure that all your equipment and records comply with the relevant Fire Regulations. All lettings are subject to a Fire Risk Assessment being complied by the owner/operator.

The Fire Risk Assessment should cover the following: -

- Removal of materials which are flammable or give off toxic fumes in fires and replace them with less hazardous ones.
- Strict precautions must be taken to prevent and avoid the emission of sparks from engines and leakage of water, oil or hydraulic fluids.
- Provide adequate means of escape from larger exhibitions.
- Provide adequate firefighting equipment and training on its use. All portable fire extinguishers shall be examined at least **ONCE ANNUALLY** and tested by competent person, in accordance with British Standard Code of Practice 5306; part 3.

36. All firefighting equipment on Stalls / Concessions will be subject to independent checks by a Borough Council representative to monitor compliance. Any equipment found to be inadequate or unsuitable must be replaced or recertified prior to opening.

Please see www.fireservice.co.uk for information on extinguisher types.

37. Rubbish must not be allowed to accumulate and is to be removed at regular intervals.

38. Any fire, however slight, and whether extinguished or not, must be reported to the Police, Officials or Fire Officer.

GAS SUPPLIES

39. Please ensure that all your equipment and records comply with the relevant Gas Safe Regulations.

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- All gas appliances should have a current Gas Safe Certificate.
- It is the Concessionaires responsibility to ensure that equipment is tested and certificated annually.
- Liquid Petroleum Gas cylinder flexible connections should be kept as short as possible, conform to BS 3212 and should not be used in concealed locations.
- All Stalls / Concessions will be subject to independent checks by a Borough Council representative to monitor compliance. Any equipment found to be inadequate or unsuitable must be replaced / re-certified prior to opening.
- Oxy-acetylene must not be brought onto any part of the site.
- Please provide details of gas cylinders to be used.
 - i. Type of gas
 - ii. Number of gas bottles
 - iii. Location of gas bottles
 - iv. Method and security of storage

POWER SUPPLIES

40. Generators must be **DIESEL FUEL & QUIET RUNNING**. Failure to comply will result in your concession being closed and no monies will be refunded. (Where mains power is available then this should be used e.g. As per prior arrangement, see booking form for details/limitations)

- All cables must be sufficiently rated for the loads that they are carrying, and all external connectors must be suitable.
- Generators must be earthed.
- All generators must be used in accordance with manufacturers guidance, be fit for purpose and have a valid test certificate.
- NB Petrol generators are NOT permitted on site.

41. Concessionaires should comply with the “Electricity at Work Act 1989” – all equipment including light fittings, extensions, leads and working tools should be tested for electrical safety and a certificate of compliance obtained.

- It is the Concessionaires responsibility to ensure that equipment is tested and certificated annually and be available for inspection on site.
- Stalls / Concessions will be subject to independent checks by a Borough Council representative to monitor compliance. Should an inspector attend an event and find any uncertified electrical equipment he/she has the right to prevent that electrical equipment from being used. Any equipment found to be inadequate or unsuitable must be replaced/re-certified prior to opening.
- The Concessionaires are responsible for the effective management of any electrical cables servicing their equipment to ensure the safety of all persons attending the fair or town centre.
- Appropriate highly visible cable covers/trunking should be provided and inspected and maintained throughout the fair period. Failure to manage cabling effectively may result in a stop notice being served.
- A limited supply of cable covers are available from Markets yard, but this is at discretion of markets and Fairs manager and not a substitute for Showmen managing their own cables.

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FUEL SPILLAGES

- 42.** There must be no avoidable spillage of oil. Adequate provision must be made to prevent spillage of fuel oil or leakage of water and the ground must be protected from such spills. Consessions must carry their own spills kit and have them available for inspection.
- 43.** It is also a condition of letting that drop trays be used in connection with all generators, Lorries etc which are likely to seep oil onto the highways.

CERTIFICATION, INSPECTION AND TESTING

- 44.** All relevant Certification (e.g. Adips, Insurance documentation, Gas Safe, electrical safety, fire safety and a risk assessment for each individual Riding Machine, Exhibition, Game and stall etc) is to be forwarded with your application and be available for inspection on the day.
- 45.** Every applicant must be insured against third party risks and produce evidence of adequate cover to the satisfaction of the Manager before occupying the site allotted. An appropriate "Certificate of Fitness" (the ADIPS) - must be produced in respect of each Riding Machine and the Council will engage for its own benefit an independent Engineer to inspect any Riding Machine or documents prior to and during build-up of the fair. The results thereof will in no way imply that the Council guarantees the safety of the machines inspected.
- 46.** A valid non-destructive Test Certificate (NDT) will have to be produced for inspection for each riding device subject to such tests and must be presented together with a current Certificate of Fitness (ADIPS).
- 47.** If in the opinion of the said independent Engineer the Riding Machine is incorrectly assembled or if from a visual inspection the machine has a patent defect rendering it unsafe or dangerous the matter shall be discussed between the independent Engineer, the Manager, the Proprietor or the Proprietor's Agent of the Riding Machine and the duly appointed representative of the Showmen's Guild of Great Britain (or such of those persons as are available to discuss the matter) at the time the Independent Engineer reports the incorrect assembly or patent defect. If after holding such discussion the Manager is of the opinion that the Riding Machine is unfit for use by members of the public attending the Fair he may issue a Stop Notice in writing to the Proprietor or Proprietor's Agent of the ride to the effect that the Riding Machine is not to be so used until all defects have been remedied to the satisfaction of the Independent Engineer and Manager.
- 48.** It is a fundamental condition of this agreement that the procedure set out in Condition 47 is complied with and in the event of any Riding Machine being found to be incorrectly assembled or to have patent defects of the kind mentioned in that Condition then in the event of such matters being found to be incapable of remedy so as to render the Riding Machine fit and safe for use by members of the public at the Fair any attempt thereafter by the proprietor or the proprietor's agent thereof to allow the public to use the Riding Machine shall at the discretion of the Manager have the effect of rendering the hiring created by this agreement null and void whereupon the proprietor or manager of the Riding Machine shall where reasonably practicable to do so remove it from the Fair, in default of which it shall be lawful for the Council or its officials to take the same action as is mentioned in Condition 65.

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49. If after the Riding Machine, Device, Equipment etc has been inspected by the Council's Independent Engineer and is in his opinion or that of The Manager, is deemed as unfit or unsafe to operate, and all such faults, defects, etc not rectified by the Official Fair opening, then that Riding Machine Device, Equipment etc will not be permitted to operate for the whole duration of the Fair. Furthermore, all such fees, charges payable for the hire of the site, position etc, and all other costs incurred by the council will be paid in full. All deposits, pre-payments submitted in advance will not be refunded.
50. The matters referred to in conditions 46 and 47 above shall be completely without prejudice to the right of the Showman's Guild of Great Britain to issue their own Stop Notice in respect of any piece of equipment used or intended to be used at the Fair.

VEHICLES

51. All vehicles must display the appropriate and current Event Vehicle Permit.
52. Vehicles should use the designated route ways; the onsite speed limit is 5mph or such lower rate as may be necessary or expedient in the circumstances to ensure the safety of all other uses on the site/park.
53. Roadways and access routes must always be kept clear.
54. All vehicles whilst driving on the event site must use, if provided, flashing beacons. Where no beacons are used, sidelights are to be used and Hazards to be off to allow for the use of indicators to identify direction of travel. Banksmen should also be used to support safe vehicle movement.
55. All vehicles except for those from which trading or generating power is directly occurring must be removed from the public area two hours before the Event opens and placed in the designated parking area and should not return until half an hour after the close the event or when the all clear is given by the Event Manager.

NB: The Event site is subject to Parking Regulations and vehicles failing to display the appropriate permit will be subject to a fixed penalty notice.

56. There must be no arrivals earlier than the **stated date and time, outlined in the pull in and build up schedule**. All Concessionaires will be expected to be clear of the site by 08.00am the day after the event's conclusion (Remembrance Day Parade)
57. There must be no overnight arrivals or departures between 9.30 pm and 7.30 am, or during the event opening hours except by prior approval in writing by Charnwood Borough Council.

LIABILITIES/INSURANCE

58. The Concessionaires will be liable for any loss or damage occasioned to the fabric of the stall, any equipment or the site or injury to other persons, as a result of their negligence.
59. The organisers cannot be held responsible for the wellbeing of Concessionaires or persons whilst travelling or during the event.
60. Charnwood Borough Council shall not be considered liable for damage to stock and/or supplementary equipment used by the Concessionaires which has been damaged due to adverse weather conditions.
61. The Council will not accept responsibility/liability for stock left on site.
62. Concessionaires must have their own Public Liability Insurance and are strongly advised to also cover the wellbeing of themselves and their stock whilst at the event and in transit.

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- 63.** Your insurance must indemnify the Council against all losses, expenses, claims and demands in respect of any accident, damage or injury to persons or property which may arise in consequence of the use of the site by the applicant or by his/her servants or visitors, and to take out and keep in force a policy of insurance in support of the said indemnifying the Council and the successful applicant in a sum of not less than £5 million, and to produce the policy a premium receipt to the Council on demand. **Copies of Insurance Schedules are to accompany your application.**
- 64. NB** Concessionaires who fail to comply with **ANY** of the above conditions and procedures are liable to have themselves and their goods removed from the event site and forfeit their ground rental and it may result in cancellations of all future bookings.

COUNCILS AUTHORITY

- 65.** The Council and the Markets and fairs manager may close any Riding Machine, Exhibition, Game, Stall or other Amusement Device at any time during the Fair, if in the opinion of the Council, and the Markets and Fairs manager, such Riding Machine, Exhibition, Game, Stall or other Amusement Device is illegal or undesirable; or is of immoral tendency, or is not in accordance with the aforesaid particulars, or if the proprietor or proprietor's agent thereof fails to observe and comply with any of these Conditions, or misconducts himself, and such proprietor or proprietor's agent shall immediately upon receiving a Stop Notice to that effect, under the hand of the Chief Executive, Head of Service or The Markets and Fairs manager, stop the working of such Riding Machine, Exhibition, Game, Stall or other Amusement Device and remove it from the Fair, in default of which it shall be lawful for the said Council or its officials to cause such Riding Machine, Exhibition, Game, Stall or other Amusement Device to be removed, without their incurring or being liable for any loss or damage which may be occasioned by or through such removal and consequent stopping of such Riding Machine, Exhibition, Game, Stall or other Amusement Device; and no return shall be made to the proprietor or proprietor's agent of any sums of money which may have been paid by him for rents and charges.
- 66.** The Council may also issue a Stop Notice or The Markets and Fairs manager or his agents may instruct any Riding Machine, Exhibition, Game, Stall or other Amusement Device to stop in event of severe weather conditions or emergency situations including but not exclusive to those identified in the emergency plan.

RETURN AND REGISTRATION OF ALL CORRESPONDANCE

- 67.** All correspondence appertaining to any letting on Loughborough Fair shall be addressed to

Markets and Fairs office,
Charnwood Borough Council
Southfields Road
Loughborough
Leicestershire, LE11 2TN

Or via Email – fairs@charnwood.gov.uk

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- 68.** All pre-determined site fees (as per application forms) should be paid in full by no later than the. Invoices will be forwarded direct to individual showman from the council's incomes department (details on how to pay will be outlined on reverse of the invoice). Late payments may result in showman incurring additional cost in the form of a late payment charge of £31.90 per invoice.
- 69.** All other outstanding fees ancillary to any pre-determined fee shall be paid in full by the Friday of the fair.