



WEYMOUTH & PORTLAND
Borough Council

WEYMOUTH BEACH MOTOCROSS WEEKEND
Saturday 10th & Sunday 11th OCTOBER 2015

PROMOTIONAL & RETAIL SITES

GENERAL TERMS AND CONDITIONS FOR EVENTS STAGED BY WEYMOUTH & PORTLAND LIONS AND PURBECK MOTOCROSS CLUB AND HELD ON WEYMOUTH & PORTLAND BOROUGH COUNCIL LAND

1. Weymouth and Portland Borough Council (the Council), Purbeck Motocross Club (the Club) and Weymouth and Portland Lions (the Lions) accepts no liability for loss, damage or injury to any person or property however caused as a result of your activities.
2. **Neither the Lions nor the Council are in a position to provide an electricity supply to trading pitches. NO ELECTRICAL SUPPLY CABLES WILL BE PERMITTED TO CROSS THE ESPLANADE PEDESTRIAN THOROUGHFARE.** Traders should make their own arrangements with regard to generators, gas supplies etc. Such equipment must comply with the relevant safety regulations. In the event that it appears to the Council or the Lions that such equipment constitutes a risk to public safety or is generating excessive noise or fumes then the Council or the Lions reserve the right to ask that its use cease/it be removed from Council property.
3. **Traders intending to use such equipment should advise the organisers at the time of booking the pitch so that it may be located appropriately.**
4. You will be required to comply with the Health and Safety at Work Act 1974 and regulations made there-under and all other relevant statutory provisions including any relevant health and hygiene regulations.
5. You are required to abide by all current bye-laws where applicable (copies available on request).
6. You will be responsible for ensuring compliance with all legislation and the like covering the siting, operation and management of your retail site and for the payment of any fees so required.
7. The operation and management of your retail site should not hinder, interrupt or inconvenience any member of the public or activity using any adjacent or neighbouring area of land.

8. You will be responsible for all equipment or structures brought and left on site; and shall ensure that any such equipment is properly secured against misuse and against damage caused by adverse weather conditions. Neither the Lions nor the Council accepts responsibility for any loss or damage to such equipment. In addition, you shall make sure that the insurance cover provided covers all risks for the duration that the equipment is on Council Land. All associated equipment is to be removed from the site on the completion of the event in accordance with the timetable issued by the Lions.
9. Stalls, gazebos, tents, vans, trailers and other such equipment should be removed from the Esplanade overnight on the Saturday night unless explicitly agreed by the Lions and the Council
10. In the event of severe weather conditions the Council and/or the Lions may require you to take immediate additional action to secure or to remove any gazebos, tents, awnings or other structures in the interests of public safety.
11. You are to ensure that no equipment or otherwise creates or constitutes a noise nuisance. It is not permitted, without prior written agreement from the Lions and the Council, to use any public address system; loudspeakers or non silent running generators.
12. No performing animals of any kind are permitted at any event on Council Land.
13. The site is to be left in a clear and tidy condition. Any litter arising from your activities shall be removed prior to the conclusion of the event. You are responsible for making arrangements for the collection and disposal of this refuse.
14. The Lions, the Club and/or Council retains the right to alter the allocated event site in the event of unforeseen circumstances.
15. No vehicle, unless agreed with the Lions and the Council will be permitted to park on the Esplanade / Beach/ Pavilion forecourt/Ferry Terminal car parks or any other part of the event site.
NB: All permitted vehicles must have oil drip trays unless otherwise agreed with the Council.
16. Your activities will only be permitted within the boundaries of your allocated retail site.
17. Leaflet / information distribution will not be permitted unless agreed with the Lions and the Council in writing.
18. Fly posting is not permitted either within or outside of the Borough of Weymouth and Portland. Any breach of this condition may result in the cancellation of the permission to use the retail site.
19. You will keep the Lions, the Club and the Council fully indemnified against all costs,

claims, expenses, demands, charges or liability of any description arising out of, or in connection with the operation of the your retail pitch , whatever and however arising as a result of your activities.

- 20. You are required to effect and maintain a policy of insurance in respect of Public Liability for a sum of not less than £5 million or such sum that the Council may determine, and produce a copy of your insurance to the Lions or the Council prior to your activities.**
21. Your attention is drawn to the requirement of the Management of Health and Safety at Work Regulations 1992 and specifically the requirement for Risk Assessment, which is to be produced to the Lions or the Council on request.
22. Any trade / promotional / sponsorship units or banners are to be agreed with the Lions and the Council.
23. The Lions and the Council reserve the right to charge the organiser for any damage/re-instatement or repair works required to the allocated retail site; and any clean up work that has to be undertaken by the Lions and/or the Council following the activities. The organiser may be requested to pay a damage deposit, this will be payable at least 14 days prior to the event and will only be returned upon a satisfactory inspection of the event site by a duly Authorised Officer of the Council. You or your nominated representative must be available on site to deal with issues, incidents or matters arising during the retail site set up, the operation and break down of all equipment or similar; and provide the Council with a name and contact Number for such person in writing 14 days before the commencement of the event.
24. You will comply with the requirements of The Regulatory Reform (Fire Safety) order (RRFSO) that came into force in England & Wales on the 1st October 2006.
25. You are not permitted to undertake a charitable or similar collection on the Promenade or Beach.
26. You are not permitted to sell or hire any goods on the Beach, Esplanade or Event Site, unless Agreement has been given to you in writing by the Lions or Council.
27. You shall at all times prior or during the operation of your retail site comply with any verbal or written instructions or requirements issued by a duly Authorised Lions representative or Officer of the Council.
28. Any breach of the above terms & Conditions, instructions or conditions may result in the suspension of trading until such time that the matter is satisfactorily addressed; and / or the Cancellation of the trading activities.
29. The Lions and the Council reserve the right to cancel the retail activities or assigned retail or promotional site at any time. Written notice will be given to the retailer / exhibitor, at their last known address, refunding all sums paid by the stand holder to Lions; and as such the organisers shall be under no further liability to the retailer / exhibitor.

30. The Lions, Council and Purbeck Motocross Club will not be liable for any claims, compensation or other such liability in the event of cancellation, postponement or other of the Weymouth Beach Motocross Event and associated entertainment.

We wish you every success with your trading

I confirm that I have authority to accept these terms and conditions on behalf of:-

..... Signed
..... Print Name
..... Company
..... Dated

Please return to: Richard Burgess
Weymouth & Portland Lions Club
179 Preston Rd
Weymouth
DT3 6BG
Email rikaburgess@btinternet.com