

Terms and Conditions

APPLICATIONS

Salisbury City Council will notify you to confirm that your application has been received. Please note that submission of an application does not guarantee a booking by the Business Team. The Council will review all applications to ensure suitability.

The Council will confirm if your application has been successful. If you haven't heard back from the Council, unfortunately on this occasion you will have been unsuccessful.

Due to the volume of interest in our Events and Markets, we regret we are unable to provide feedback on Individual applications.

RATIFICATION

This application must be signed by the applicant when returning it to the Organiser and with which the applicant has read all the foregoing terms and conditions and hereby agree to be bound by them.

PAYMENT

Any payment due will be made by BAC's transfer **on completion** of the performance and upon receipt of an invoice from The Artiste. The invoice must be addressed to Salisbury City Council, include your details along with relevant bank details for BAC's transfer and state the Market/Event you performed at. If emailing the invoice, please send the invoice as an attachment.

SET-UP AND BREAK-DOWN

You should be ready to perform and fully set up and ready to perform on time. You may not break down until the agreed time on the day. All equipment must be contained within the space allocated. Unloading and loading will be available on site, however parking is not available. We advise that you park in a nearby car park. Parking fees will apply, please refer to Wiltshire Councils website for the most up-to-date charges.

ELECTRICITY

Power can be provided at these events. Please state in your application what power you require. If you have your own PA equipment, this must have a current PAT test.

LEAFLETS

Leaflets are not to be given out during your performance. Leaflets can be placed on a stand for the public to pick up if they so wish, however the flyering of leaflets is prohibited.

SECURITY

No security is available. Performers are responsible for the insurance and safekeeping of all equipment or articles brought onto the site and no responsibility is accepted by The Organisers.

INDEMNITY AND INSURANCE

The Organisers, its officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons or property on the site. The applicant will assume full responsibility for any third party claim arising from his/her own exhibit or conduct. The applicant hereby agrees to indemnify Salisbury City Council against any loss claim or damage to the property of the applicant and for the death of or injury to the applicant except where such claim shall arise out of the negligence of the Organiser.

COVID SECURE

All performances/acts/face painting must comply with the current Governments advice and this must be covered in your risk assessment.

POSTPONEMENT OR CANCELLATION

Neither party shall be liable for failure to perform its obligations under this agreement if such failure results from circumstances which could not have been contemplated and which are beyond the parties control. In such event both parties shall be released from any and all their obligations under this contract. The Organisers shall in no way be held responsible for any expenditure, loss, damage or liability sustained or incurred by the performer prior to, during or after the event. If the Organiser decides to cancel this agreement or the Event/Market then no payment will be made to the Artiste.

COMPLIANCE

All applicant shall observe and comply with, in addition to these terms and conditions, all relevant laws and other directions, codes of practice or guidelines imposed by The Organisers and/or any law or other competent authority applicable to the event.

DISCLAIMER

The Organisers, its officers, employees, agents and representatives shall have no liability whatsoever in respect of all and any action, claim, demand, proceedings, costs, expenses, fines, penalties loss or damage whatsoever arising out of or connected with the participation by any person firm or company in whatever capacity in the event including but not limited to arising or resulting from or connected with the loss injury or damage sustained by or to any third party, any refusal by insurers to meet in full or in part or at all any claim or the seizure or taking of possession of any equipment.

This shall not operate or be construed to operate to exclude or restrict the legal liability of The Organisers for death or personal injury caused by its negligence. Each entrant for itself and all those for whom it is directly or indirectly responsible shall indemnify and hold The Organisers harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damages made against The Organisers, its offices and/or representatives arising from any breach of its obligations to The Organisers or from any acts or omissions on the part of the entrant and/or those for whom it is so responsible.

DATA PROTECTION

The data we will gather and hold will be managed in accordance with the Data Protection Act 2018 and General Data Protection Regulation (GDPR) 2018. Salisbury City Council will not disclose or share personal information supplied by you with any third party organisation without your consent.