

Terms and Conditions

Document to be retained by applicant

APPLICATION

When completing your application you must provide all information and documents as requested on the application. We can only consider applications with all required paperwork

When signing your application form you are confirming that you have read and will comply with these terms and conditions, also to observe and abide by such other instructions as may be made from time to time by the Council or their Officers.

No Showman has any rights to attend any Event, however long they may have attended an event. The successful applicant will have no rights to further events either of the same name or similar.

RIDE PRICES

Prices charged on the day are to match the price submitted on this application form, **failure to do so could result in future applications to our events being rejected.**

SUBLETTING

Showman **are not permitted** to sublet, sub-contract nor share any part of their allocated site. If you are unable to attend then you must cancel and Salisbury City Council will offer the space to another applicant. Any showman found to sublet will be unable to apply for any future events.

PAYMENT

The fee shall be payable in respect of the ground let and will be required prior to the event as indicated on the invoice provided. If payment is not made by this time then this may result in non-allocation of space. In the event of the ground not being occupied the rent will be forfeited.

SET UP AND POSITION

All rides shall be placed in such a position as allocated by the acting Council Officer (which shall include the Business Manager or any other Council Officer) acting on behalf of the Council. **Showmen's Guild rights to land do not apply to Salisbury City Council Events.**

Walkways must be a minimum of 1.1 meters wide. Any requests from the Council or Safety Officer to move amusements/stalls for a safety related issue or for any reason the Council deems necessary should be complied with by all Showmen.

Use of the ground shall not be taken before your allocated build time given by the Council Officer on site.

When accessing the site please drive at 5mph with hazard lights on. Please take care when driving on/off site and be aware of staff, pedestrians and members of the public that may also be site during this time.

USE OF GROUND

Any persons obtaining ground in a fictitious name, or for a purpose other than that mentioned in the application will not be allowed to occupy the ground and the rent will be forfeited.

PROHIBITED ACTIVITIES

Animals, birds or fish may not be exposed for sale or offered as prizes in any part of the event.

PARKING

No living vans shall be allowed on the site. All empty cars, vans and trucks must be removed from the ground before the opening of the ride, stall or exhibition and parked off site in accordance with the instructions of the Council.

All other vehicles not permitted to be on site will be issued with parking tickets.

Various locations around the edges of the site must remain clear and accessible to the emergency services at all times for the duration of the event. Parking is strictly not permitted in these areas. Anyone parking in these areas will be issued with a parking ticket. Anyone failing to adhere to the parking restrictions could risk future applications.

POWER

All Showmen using the Council power supply need to ensure that all portable appliances (light fittings, computer tills, scales, music systems, refrigeration equipment etc.) have been Portable Appliance Test (PAT) within the last year, and can provide evidence of such for example as part of your Electrical Test Certificate. The Council cannot guarantee the use of their electrical supply to any Showmen and can refuse allocation of power.

All lighting, power or other cables shall be properly insulated and laid or suspended to the requirements of the Council and Safety Inspector so as not to be dangerous or to cause obstruction. Cables must be suspended a minimum of 2.2 meters off the ground.

The exhaust pipes of all generating engines (which must be silent running) used on the Fair must discharge less than 10ft from ground level and shall be directed away from adjacent buildings. Reasonable care shall be taken to shield the noise of such engines from occupiers and adjacent buildings.

Drip trays with sand must be placed under all generators and vehicles. **ONLY SILENT RUNNING GENERATORS WILL BE ALLOCATED SPACES ON SITE**

DAMAGE

Any damage during the event to buildings, walls, concrete, tarmac, paving or other roadways, hydrants, meters, water taps and services and electrical supply services etc by the applicant or his/her employees, is to be paid for by the applicant

NOISE

Amplifiers must be at a minimum setting when used for microphones or music systems and loudspeakers must be sited to face inwards and downwards on rides.

SECURITY

Limited general security will be on site for the event. Showmen are responsible for the insurance and safekeeping of all equipment or articles brought onto the site and no responsibility is accepted by the Council.

FIRST AID

First aid will be available on site during the opening times of the event who will be located on site if required. Please report any incident or accident to the duty officer on site so the Council can log and assist further, if required.

RIDING MACHINES

Notices must be displayed in prominent positions clearly visible at all times by persons using or intending to use the ride (the size, number and siting of the notices to be approved by the Event Lead) and must (a) state the maximum number of persons who are allowed to ride in a car at any one time and (b) prohibit standing up.

The number to be stated in a notice must be that agreed with, or in default of agreement, determined by the Event lead.

There must be close and continuous supervision of the ride to ensure compliance with the terms of the notices to be displayed.

The Council shall, in the event of breach of these Terms and Conditions, be entitled to re-let the ground without notice.

The ride must be slowed by the person in charge, and if necessary stopped, if they see patrons standing up or behaving rashly. The person in charge must warn them about their conduct and the ride may only be speeded up or re-started when they behave.

The ride must be stopped for sufficient time to allow the changeover of patrons and rides must never be run above the designed speed.

If the lights on the ride are designed to flash, the flash must be practically instantaneous. The ride must never be in darkness.

Special attention must be given to the safety of children on rides.

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GIFTS

A person making an application to operate or a person operating at Salisbury City Council Event must not offer gifts of any description whatsoever including discounts on sales, free rides etc. to the Council, Officers or to any other employee or elected member of the Council.

CONDUCT OF SHOWMEN

Showmen and his/her staff should conduct themselves in a manner befitting an event managed by the Council and in accordance with these terms and conditions. Any use of offensive language or any act which may cause offence to other Showmen, member of the public or the Council employees or representative of The Council is strictly forbidden. Such behaviour will result in you being asked to leave the Fair immediately.

COMPLIANCE

The Council reserves the power to close any amusement device at any time during the Event if in the opinion of the Council, Safety Officer or any other authorised officer of the Council such amusement device is of a dangerous character or is not in accordance with the foregoing particulars, or if the proprietor or manager thereof fails to observe and comply with any of these Terms and Conditions or misconducts himself and such proprietor or manager shall immediately upon receiving notice to that effect under the hand of a duly authorised officer of the Council, stop the working of such amusement device, and no return shall be made to the proprietor or manager of any sums of money which may have been paid by him for rents and charges.

LIABILITY

When signing your application form you hereby indemnify the Council, its officers, staff, and representatives shall not be liable for any claim in respect of loss, theft, damage or injury to persons or property on the site. Showmen will assume full responsibility for any third party claim arising from his/her own amusement or conduct.

Showmen shall provide adequate insurance to the Council's satisfaction to cover such indemnity and must produce to the Council's officers on demand evidence of third party public liability insurance to a minimum of £1,000,000.

DATA PROTECTION

Understand that this authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form within this authority for the prevention and detection of fraud. It may also share this information with other bodies administering public funds solely for these purposes.

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.