

## **TERMS & CONDITIONS FOR THE USE OF WINTERTON SHOW GROUND**

1. All applications for the use of Winterton Show Ground including any part thereof (“the Ground”) and facilities (“the Facilities”) must be made by the hirer or such person or persons authorised by him, her, or it (“the Hirer”) as far in advance as possible and a minimum of 14 days before the proposed use of the Ground.
2. The application for the use of the Ground and Facilities (“the Application/ Applications”) must be made by the Hirer on the appropriate Winterton Agricultural Society (“W.A.S”) form, being “Application For Use of Winterton Show Ground (“the Application Form”) and all sections of the Application Form must be completed as fully as possible.
3. No Applications will be accepted from organisations believed by W.A.S to have anti-social, illegal, or immoral aims, objectives or interests that conflict with the aims, objectives, or interests of W.A.S or the local community. All Applications must be approved and confirmed by W.A.S whose decision will be final and who will thereafter issue a Confirmation of Booking notice if the Application is approved and accepted as a booking (“the Booking”).
4. The Ground and Facilities must only be used for the purposes and activities listed on the Confirmation of Booking notice.
5. Only the Ground and/or Facilities and/or any specific area(s) allocated by W.A.S for use by the Hirer (“the Allocated Area(s)”) may be used by the Hirer.
6. Only vehicle(s), equipment and property permitted by W.A.S (“Authorised Items”) may be brought and used within the Ground or the Allocated Area(s).
7. The Hirer may permit any part of the Allocated Area to be used throughout the duration of the Booking by such person(s) who may provide, for example a catering service, (“Authorised User(s)”) provided the Hirer first obtains prior approval from W.A.S and if such approval is obtained then a further charge will be made by W.A.S to the Hirer and the Conditions For Use shall apply, as so far as possible, to the Authorised User.
8. No vehicle(s), equipment or property may be brought within the Ground or the Allocated Area(s) before the commencement of the Booking.
9. There will be no excessive noise or bright lights between the hours of 10.30 p.m. and 8.00 a.m.
10. The Hirer will ensure that sufficient stewards are provided to maintain good order within the Ground and Allocated Area(s) at all times.
11. No open fires are to be lit without the Hirer first obtaining prior approval from W.A.S. and if such prior approval is obtained open fires will only be permitted in positions designated by W.A.S.
12. All Authorised Items must be removed at the end of the Booking and the Ground and Facilities and Authorised Area(s) cleared of all litter and rubbish.

13. W.A.S. reserve a right to charge the Hirer an additional sum in the event that the Ground and/or the Facilities and/or Allocated Area(s) are not cleared of all Authorised Items, litter, and rubbish.
14. The Hirer will make good to the reasonable satisfaction of W.A.S. all loss or damage which may be caused to the Ground and/or Facilities and/or Allocated Area(s) throughout the duration of the Booking howsoever caused.
15. W.A.S. will not be held liable if the Ground and/or Facilities and/or Allocated Area(s) are not available due to causes outside its control.
16. A fee is payable by the Hirer to W.A.S. ("the Booking Fee") in addition to a deposit to reserve the Ground and/or Facilities and/or Allocated Area(s) a minimum of 14 days before the commencement of the Booking.
17. Any cancellation by the Hirer of a Booking must be made in writing at least 14 days prior to the commencement of the Booking. In such circumstances the Booking Fee will be repaid in full. In the event that any such cancellation is made in writing within 14 days of the commencement of the Booking the deposit paid may be forfeited.
18. The proposed use of the Ground and/or Facilities and/or Allocated Area(s) are to be at the Hirer's own risk and W.A.S. will not be held liable for any death, injury or damage to any persons or property, for anything lost or stolen or in any other way to any persons including the Hirer, any Authorised User(s) any persons admitted into the Ground and/or Facilities and/or Allocated Area(s) by the Hirer and any third parties or any vehicle(s), equipment or property including Authorised Items and any such vehicle(s), equipment or property associated with any Authorised User(s).
19. The Hirer must insure and provide written evidence that he/she/it has insured against damage to the Ground and/or Facilities and/or Allocated Area(s) and third party liability as above with a reputable insurance company (for not less than £ ) such insurance to be in place before the commencement of the Booking.
20. The Hirer shall indemnify W.A.S against all actions, proceedings, costs, claims and expenses howsoever arising in connection with the proposed or actual use of the Ground and/or facilities and/or Allocated Area(s). This will include any loss of earnings suffered by W.A.S as a result of the loss of any operating license as a direct consequence of the actions of the Hirer. This shall also include any instances of local/public authority intervention leading to penalty notices and /or fines in respect of any of the UK and EU regulations listed below.
21. The Hirer will be responsible for ensuring that appropriate, Health, Safety and Environmental arrangements are in place and that, where appropriate, the requirements under UK and EU law for Health, Safety and Environment, Food Hygiene and Safety, Sale of Goods, Copyright, Public Entertainment, and the sale of alcohol are complied with. This list is not exhaustive, and all relevant UK and EU legislation must be considered by the Hirer.

**Please note that a £20,000 possible fine from the Authorities may apply to the Hirer if any of the above clauses (20 and 21) are breached as W.A.S may loose its subsequent hire days due to the loss of our operating licence.**

- 22. The Booking Fee in addition to the deposit must be paid in full at least 14 days before commencement of the Booking otherwise the Booking will be cancelled. Electricity, water, and any other specific charges specified on the Confirmation of Booking notice will be invoiced to the Hirer by W.A.S separately.
- 23. W.A.S reserves the right to increase the Booking Fee and impose or increase further charges at any time on the giving of 1 month's written notice to the Hirer.
- 24. W.A.S reserves the right to alter, amend or add the Conditions For Use at any time and such alterations, amendments or additions will be effective on the giving of 7 days' written notice to the Hirer.
- 25. Caravans/Mobile homes/Tents will be permitted onsite during the event dates booked by the organisation. Caravans/Mobile homes/Tents wishing to come on site prior to this should obtain consent from W.A.S.

All Caravans/Mobile homes/Tents must vacate off the Show ground by 12 noon on the following day of the letting. There will be a charge of £10 per night payable on departure outside of the letting period.

Caravans/Mobile homes/Tents owners are responsible for disposing their chemical waste at the designated 'Waste Disposal Point'.

The Hirer agrees to abide by the above Conditions For Use by signing dating and returning to W.A.S the additional copy of these Conditions For Use and by payment of the Booking Fee in addition to a deposit referred to in paragraph 16 above whereupon the Conditions For Use will become legally binding and shall continue until Hirer has made all payments and discharged all obligations in the Conditions For Use notwithstanding the date of the Booking.

I/We agree to abide by the above Conditions of Use

Signed: .....

Name (Block Capitals): .....

Dated: .....