

AGREEMENT FORM BETWEEN LEICESTER CITY COUNCIL & FUNFAIR CONTRACTOR

THIS AGREEMENT IS MADE ON THE ??? DAY OF ??? 2010, BETWEEN LEICESTER CITY COUNCIL of New Walk Centre, Welford Place and ??? of ??? ("the Contractor").

WHEREAS

The Council owns ??? ("the Site") and wishes to have a funfair provided at the Site from ??? to ??? ("the Date") for ??? ("the Event") and the Contractor agrees to provide a funfair on ??? in accordance with the following Terms and Conditions.

1. CONTRACTOR'S OBLIGATIONS

1.1 In consideration of the Council permitting the Contractor to provide a funfair at the Site prior to the event the Contractor agrees to pay the sum of ??? to the Council. Cheque to be made payable to 'Leicester City Council' and send to Leicester Festivals & Events, 1st Floor Wellington House, Wellington Street, Leicester, LE1 6HL by ???.

1.2 The Contractor will provide the funfair commencing and finishing at the following times throughout the date:

Monday-Saturday ??? - ???

Sunday ??? - ???

1.3 Rides shall be sited as shown on the attached plan in the location marked "Funfair" on the site plan and shall comprise of ???.

1.4 No music is to be played before **10:30** or **after the finish time** on each day **and music should be kept to minimum levels. Various other activities will be taking place in the City Centre, please ensure that noise from your funfair rides do not affect these activities.**

1.5 All rides must at all times from the commencement of the funfair show the price boards and must not increase the price at any time. At all times a minimum of 20% discount must be offered to THE CARD holders.

1.6 The Contractor will provide to the Council copies of all current Safety Certificates, Risk Assessments and insurance cover for all rides including those rides which the Contractor will sub-contract. Such copies must be submitted to the Council before the Start Date. No rides will be permitted without the appropriate safety certificates and insurance cover.

1.7 All electricity supplies will be arranged and financed by Leicester City Council, however the operator will be solely responsible for ensuring the safe siting of electric cabling and any charges caused as a result of power overload.

1.8 Any necessary reinstatement of the Site will be financed and carried out by the Contractor to the full satisfaction of the Council.

1.9 The Contractor will at all times comply with all relevant Health & Safety Regulations and Codes of Practice.

1.10 The Contractor will fully indemnify the Council against any liability whatsoever arising from its obligations under this Agreement.

2. COUNCIL'S OBLIGATIONS

2.1 The Council will permit the Contractor to use ??? for the funfair at the Site on the Date and between the hours specified in this Agreement. The Site is shown for identification.

2.2 The Council does not guarantee any minimum attendance figures and will not be liable for any losses whatsoever incurred by the Contractor.

2.3 The Council may terminate the Agreement by giving the Contractor three days' written notice and the Council shall not be liable to the Contractor for any losses whatsoever arising out of such termination.

3. SHOWMEN'S GUILD RIGHTS

3.1 This Agreement is for the provision of a funfair from ??? to ??? and does not in any way give the Contractor any right to provide a funfair in any future years and the **Contractor (and any sub contractors employed by the Contractor) agree that the Showmen's Guild Rules will not apply to this Agreement.** It is the responsibility of the Contractor to ensure that any sub contractor is aware of the terms of this Agreement.

3.2 All persons wishing to use the City Council land for providing fairs will be expected to agree with this condition.

3.3 The granting of a license to use City Council land for a funfair does not amount to the granting of rights over other events, notwithstanding the Guild's internal rules. Any attempt to assert such rights by reliance on the City Council's license will amount to breach of the license agreement. The City Council remains free to grant licenses to whomsoever it wishes and will grant licenses for events without reference to any purported rights acquired by other means.

3.4 HARRASSMENT AND DISCRIMINATION

The Contractor and any sub contractor employed by the Contractor should note that this Agreement is subject to the Council's policy on harassment and discrimination, a copy of which is available upon request.

AS WITNESS WHEREOF the parties hereto have set their hands:

SIGNED BY THE AUTHORISED SIGNATORY OF LEICESTER CITY COUNCIL

.....

In the presence of:

Witness signature Witness name

Address

Occupation Date.....

SIGNED BY THE CONTRACTOR.....

In the presence of:

Witness signature Witness name

Address.....

Occupation.....Date.....