

EVENTS - TERMS & CONDITIONS

On signing the event application, responsibility for the event and the event site passes to the Event Organiser and all terms and conditions will be applied as necessary.

CONTENTS

- DEFINITIONS
- 1 GENERAL
- 2 USE OF SITE
- 3 NUISANCE
- 4 HEALTH & SAFETY
- 5 LIABILITIES & INDEMNITIES
- 6 PUBLICITY
- 7 EVENT LICENSING & PERMITS
- 8 PRS/MUSIC LICENCE
- 9 SPECIAL CONDITIONS

Headings are for ease of reference only and shall not be taken into account in construing the Terms & Conditions

DEFINITIONS

The Council: Borough of Poole

Events Team & Culture and Community Learning: the Council team responsible for processing applications and granting permission for Events.

Council Representative: a person or persons either appointed by the Events Team to oversee the Event or a person(s) carrying out a statutory function.

The Event Organiser: the person or organisation authorised to carry out an Event on Council land.

Agreement: written authority from the Council to use council land for the purposes of an Event incorporating these terms & Conditions, the permission letter and any other terms advised to the Event Organiser.

Concessionaire: a person or organisation granted a concession to operate a business or sell a product on the site.

Event: a show, festival, fair, circus or function of a like nature permitted to be held on Council controlled land.

Event Period: the duration of the agreed Event.

Set Up/Take Down: a period of time either side of the Event Period for the construction and dismantling of equipment associated with the Event.

Site: the area designated by the Council for the Event and, if appropriate, Concessionaire trading vehicles.

Event Organiser Representative: a person appointed by the Event Organiser to assume day to day responsibilities associated with the Event.

Competent Person: a suitably trained and experienced person or persons appointed to help the Event Organiser or Concessionaire comply with his duties under health and safety law and associated legislation.

Poole Events Safety Advisory Group: a group comprising of representatives from relevant statutory authorities and other organisations that provide specialist advice to the Council and Event Organisers.

Fees: means the charges payable to the Council by the Event Organiser.

1. GENERAL

- 1.1 A copy of this Agreement (including Event permission letter) must be produced on demand to the Council or Council Representative, and if not so produced the Council or Council Representative reserves the right to immediately stop the Event and, where applicable, prohibit further trading and require removal of any Concessionaire's vehicle from the Site.
- 1.2 The Event Organiser shall not be entitled to assign (in part or in whole) the benefit of this Agreement to any third party.
- 1.3 The Event Organiser may, with the consent of the Council, sublicense any part or parts of the rights under this Agreement but without releasing the Event Organiser from the Event Organiser's obligations to pay the fee and observe and perform the obligations, covenants and conditions contained in this Agreement, and provided that:
 - (a) The Event Organiser shall not sub-contract (in part or in whole) any of the benefits of the Agreement without the written consent of the Council; such consent shall not be unreasonably withheld or delayed.
 - (b) Every permitted sub-contract shall contain provisions, approved by the Council, imposing the same obligations as are contained in the clauses of this Agreement.
- 1.4 The Council will be entitled to terminate this Agreement by notice in writing having immediate effect upon the Event Organiser's failure to comply with any of the conditions herein.
- 1.5 No variation by way of addition, omission or amendment to these conditions shall be accepted unless agreed in writing by the Council Representative. The Council reserves the right to vary, alter, amend or add to the provisions contained in this Agreement.
- 1.6 The Council reserves the right to require that the Event Organiser, any Concessionaire or any one involved in the running of the Event provide up to date Disclosure and Barring Service (DBS) checks if, in the opinion of the Council, they may have substantial unsupervised access to children.
- 1.7 Failure by the Council at any time to enforce the provisions of this Agreement or to require performance of any of the provisions of this Agreement shall not be construed as a waiver of the Council's right to enforce the provision or as creating an enforceable right or expectation upon which a person can rely and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision contained in the Agreement.
- 1.8 A reference in this Agreement to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

FEES

- 1.9 The Fee payable for the use of the Site is that notified to the Events Organiser by the Events Team.
- 1.10 Fees are payable directly to the Council no less than 28 days before the set up date for the Event
- 1.11 An invoice will be sent so payment can be made by BACS where possible. If not cheques should be made payable to Borough of Poole.
- 1.12 Any Fees owed to the Council for 7 days or more will result in refusal of the booking or, if an agreement has already been granted, the immediate termination of the Agreement.

ACCOUNTS

- 1.13 Submission of Income and Expenditure Accounts - The Events Team may require to see a detailed profit and loss account relating to any Event held and Event Organisers are advised to keep detailed accounts.

CANCELLATIONS

- 1.14 The Council reserves the right to refuse any application for the hiring of the Site without being required to give reasons for such refusal.
- 1.15 The Council reserves the right to withdraw permission to use the Site. However, if the Council withdraws permission due to circumstances outside the Event Organisers control the Council will repay any deposits paid but shall be under no liability for expense incurred or loss sustained by the Event Organiser as a result of the cancellation by the Council. If the Council

has to cancel an event due to Event Organiser's actions or non-compliance then all Fees paid will be non-refundable and any additional expenses incurred by the Council will be payable by the Event Organiser.

- 1.16 Cancellation of a confirmed booking must be in writing from the Event Organiser and the effective date of the cancellation will be the receipt of such information by the Event Team.
- 1.17 On cancellation of the booking less than 28 days before event the Event Organiser shall be liable to the Council for the whole of the Fees together with any additional expenses incurred by the Council.

CHANGES TO THE EVENT

- 1.18 Substitution or amendments of the booking must be notified in writing to the Events Team in Culture and Community Learning who reserve the right either to cancel the booking or amend the Fees charges as they consider appropriate. In the event of such cancellation, the Event Organiser shall be liable as stated in clauses 1.15 and 1.16 above, whichever is applicable.
- 1.19 The Council accepts no responsibility for the non-arrival by the required time of application forms, remittances or cancellations.
- 1.20 The Council shall have the right to cancel any booking forthwith in the event that the Site is affected by an emergency of any kind. The Council will consider refunding part or all of any Fees paid and the amount of any refund shall be at the Council's sole discretion.
- 1.21 The Council reserves the right to vary the conditions of the agreement between the Council and the Event Organiser at any time with 7 days notice. The Event Organiser may, within 7 days of receipt of such notice, terminate this agreement. However, if the Agreement is not terminated any variations so made shall be deemed to be incorporated into the Agreement.

FREEDOM OF INFORMATION

- 1.22 The Event Organiser agrees and consents to the Council providing and disclosing confidential information relating to the Event where such disclosure is necessary in order for the Council to discharge its obligations under the Freedom of Information Act 2000. (FOIA)
- 1.23 The Event Organiser acknowledges that the decision as to whether or not any exemption applies to a request for disclosure made under FOIA is a decision solely for the Council.
- 1.24 Where the Council is managing a request for disclosure of information pursuant to FOIA, the Event Organiser will liaise with the Council and will respond to any request by the Council for assistance within 5 working days.

SUBCONTRACTORS

- 1.25 Where the Event Organiser engages a sub-contractor pursuant to the terms of this agreement, the Event Organiser shall procure from such sub-contractor an undertaking to comply with the obligations of this clause in a form approved by the Council.
- 1.26 The Council reserves the right to refuse admission to or evict any person from the Site.

2. USE OF SITE

- 2.1 This Agreement is granted solely for the agreed Site for the purpose of the approved Event. No other use of the land is allowed whatsoever unless with prior written permission of the Council.
- 2.2 This Agreement does not create any interest in land and the Council shall retain possession and control of the Site at all times.
- 2.3 Council Representatives are empowered at all times to instruct the Event Organiser to comply with the Agreement conditions and reserve the right to terminate the Event with immediate effect if any of the terms and conditions of this Agreement are breached.
- 2.4 The Event is to be undertaken exclusively at the Event Organiser's expense. The Council will not contribute financially unless prior written approval has been given.
- 2.5 Any proposed entrance fees must be agreed, no less than 28 days in advance of the Event, by the Council Representative.
- 2.6 Permission to enter the Site gives no right to occupy the land permanently. Entry to and use of the Site is strictly limited to the dates and times approved by the Council.
- 2.7 Vehicular access, if granted, should only be on the routes detailed on the Site plan attached to the Agreement. Requests for vehicular access should be on a plan which should be attached to the Event Application Form. Site traffic movements and numbers must be kept to a minimum at all times. The maximum speed limit is 5mph.

- 2.8 Specific permission is required for any fencing, structures or other works to be carried out on the Site. Such works are to be of a strictly temporary nature and must be removed to the satisfaction of the Council Representative prior to the expiry of the Agreement, and must not cause long-term damage to the Site.
- 2.9 Temporary generators must be installed and operated by a Competent Person. Due regard should be given to electrical safety, correct siting of the generator and safe storage of fuel. Unless otherwise agreed beforehand, generators must not be operated between 22.00 hrs and 07.00 hrs.
- 2.10 The Event Organiser may be permitted to use (subject to availability) electrical power from the Council's provision on the Site. The temporary electrical installation and distribution must be carried out by a Competent Person.
- 2.11 The Event Organiser may be permitted to use (subject to availability) water from the Council's provision on the Site. However, this may not be wholesome water and separate arrangements should be made for drinking water supplies.
- 2.12 No damage or alteration to the Site will be permitted. The Event Organiser will be held responsible for any damage occurring on the Site, howsoever caused. A security deposit against damage may be required for certain events. This will be confirmed in the Event Booking Letter.
- 2.13 The Event Organiser will reimburse the Council for the cost of reinstatement repairs where any damage to the Site or adjacent property is caused by the Event. Where considered necessary by the Council Representative, a pre and post Event inspection of the Site will be made and undertaken with the Event Organiser.
- 2.14 The Event Organiser must ensure that no diesel, oil, petrol or chemical waste is spilt or deposited on the site. Drip trays must be provided where there is a potential risk.

LITTER & WASTE DISPOSAL

- 2.15 The Event Organiser will undertake all the litter clearance on Site and any surrounding area designated by the Council Representative at his own cost. This must be carried out at least on a daily basis. If the Site needs to be cleaned after the Event any costs incurred by the Council will be invoiced to the Event Organiser as soon as possible thereafter.
- 2.16 Waste water must not be emptied directly onto the Site itself, nor into any ditches or drains. Suitable containers and plumbing facilities for the correct disposal of all waste water must be provided by the Event Organiser.

MARSHALS

- 2.17 The Event Organiser must ensure at all times, during the Event, from the Set Up to the Take Down period that the access/gate to the Site is locked and the keys are controlled by a marshal. If the access/gate are not locked, the gate must be controlled by a Competent Person who will ensure that no unauthorised vehicles or persons enter the Site.
- 2.18 Marshals will be on Site on a 24 hour basis, provision of suitable marshals remains the responsibility of the Event Organiser. If unauthorised access is gained to the Site during the Event Organiser's period of occupation, then any future applications to hold an Event on Council land may be refused.
- 2.19 The Event Organiser will be responsible for the cost of damage caused by unauthorised entry and for any costs associated with the removal of illegal vehicles or persons.

OVERNIGHT CAMPING

- 2.20 It is Council policy not to allow overnight camping / sleeping on any of our public open spaces. This policy may be waived under special circumstances but only with prior written from the Events Team.
- 2.21 Where approval is given any caravans brought on Site must be screened from public view.

WORKS TO BUILDING OR SERVICES

- 2.22 No Event Organiser is to carry out or permit any works to extend, modify or adapt any of the services (water, gas, electricity, heating, drainage, etc) in connection with any event, or to carry out or permit any building works or the affixing of signs, notices, display fittings to buildings or grounds. Any such work must be agreed with and be carried out by the Borough of Poole and the costs of such works will be charged to the Event Organiser. (A minimum of four weeks prior notice of the works requested must be given to the Events Team.)

- 2.23 The Council Representative reserves the right, without prior notification to the Event Organiser, to enter the Site at any time to ensure that the terms of the Agreement are being complied with.
- 2.24 The Council reserves the right to require the immediate removal from the Site of any commercial operations or other activities not previously agreed.
- 2.25 The Council reserves the right to grant permission for the use of land in the vicinity of or adjacent to the site for the whole or part of the duration of the Event to other people organising events.
- 2.26 The Event Organiser must comply with any relevant legislation that applies to the Site, as well as any special conditions imposed by the Council that apply to the Event itself.
- 2.27 These terms and conditions apply to the entire Event Period, in addition to the Set Up and Take Down days of the Event.

CAR PARKING

- 2.28 No public car parking is permitted except with the prior agreement of the Council.

PROPERTY

- 2.29 The property of the Event Organiser, Concessionaire or agents must be removed at the end of the period of hire or by a time and date to be agreed with the Events Team.
- 2.30 The Council accepts no responsibility for any property left on the Site before, during or after the hire period.
- 2.31 The Council may remove and store any property that is left by the Event Organiser in or upon the Site after the period of hire. The Event Organiser shall repay to the Council on demand the costs of such removal and storage. The Council is entitled to remove and sell in such a manner as it thinks fit any property left at the venue as a result of the hiring if not claimed within 28 days. The proceeds of sale shall be the Council's.

LIGHTING

- 2.32 The Event Organiser agrees that where the Site is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access. This includes the provision of emergency lighting.

ATTENDANCE NUMBERS

- 2.33 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

ANIMALS

- 2.34 This Agreement does not authorise performing animals on Council land. Any Event involving the use of performing animals must be specifically drawn to the attention of Culture and Community Learning at the time of booking and specific separate permission sought. The Council will consider each application to hold an Event involving performances by animals on its merits.
- 2.35 The Agreement does not authorise any live creature (eg. Goldfish) to be given away as prizes in games, raffles or draws. The sale of animals on Council land is also strictly prohibited.

USE OF VEHICLES ON SITE

- 2.36 Any motorised activities (including but not limited to Quad bikes, Go-Karts and other such driving activities) must operate on matting or flooring and not directly on grassed areas.
- 2.37 When marking out on grassed areas of the Site a water based soluble marker must be used. For hard standing/ tarmac areas adhesive tape of some kind must be used.

RADIO COMMUNICATION

- 2.38 If radios are to be used on site then precise details of the arrangements must be given to the Events Team. Consideration must also be given to other users of radio frequencies in the area of controlled display.

FIRES

- 2.39 Open fires are not permitted on the Council's beaches, parks, green spaces, woodland or nature reserves.

3. NUISANCE

- 3.1 No nuisance of any kind (eg. noise, litter, parking etc) is to be caused to adjoining occupiers of the Site or other members of the public.

NOISE

- 3.2 If a public address system or amplified music is used, the Event Organiser must comply with the requirements of the Council's Information and inform all local residents and businesses at least 14 days prior to the Event that there will be amplified sound.
- 3.3 The Event Organiser may be requested to employ an acoustic consultant to undertake noise level surveillance during certain events.
- 3.4 If, in the opinion of the Council Representative, the sound level is considered too high, the Council Representative will ask the Event Organiser to lower the sound level. The Council representative reserves the right to close the Event if this request is not adhered to.
- 3.5 In the event of a Council Representative being called out as a result of a problem or issue relating to their Event, the Event Organiser will be required to reimburse the Council for all costs incurred.
- 3.6 Where a Council Representative attends as per clause 3.5 above the Event Organiser must take immediate measures to comply with any instructions given.

MATERIALS ON SITE

- 3.7 The Event Organiser must ensure that no gravel, earth or other substances are deposited on the Site without the prior consent of the Council.
- 3.8 At no time must straw be brought or used on Site.

PROMOTIONAL MATERIAL

- 3.9 No advertising material is to be displayed anywhere on the Site or elsewhere in the Borough of Poole in relation to the Event unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 or relevant legislation from time to time in force and has been agreed with Planning and Regeneration Services (Enforcement Team Manager) whose instructions must be adhered to in all detail.

COMPLAINTS

- 3.10 Where the Council receive complaints about an Event, the Event Organiser will be responsible for dealing with the issue in a prompt and efficient manner. This may include replying in writing to the complainant, if deemed necessary by the Council Representative.

4. HEALTH & SAFETY (AND PUBLIC SAFETY)

- 4.1 The Event Organiser is responsible for and must ensure that the Event is organised in a responsible manner and that adequate Health and Safety arrangements, including first aid facilities and adequate protection for participants, are put in place to safeguard all persons working at or attending the Event.
- 4.2 The Event Organiser must conform to the Health and Safety at Work Act 1974, all relevant legislation, and Health and Safety Executive Guidance from time to time in force.

RISK ASSESSMENTS

- 4.3 The Event Organiser must supply a suitable Risk Assessment to the Council at least 28 days before the Event.

TOILETS

- 4.4 The Event Organiser must provide toilet provision for staff and expected audience of a suitable quantity and type as required by the Council. It should be noted that if Council toilets are on Site, it cannot be guaranteed that these will be made available for the Event.

EVENT PLAN

- 4.5 The Events Team reserves the right to request an event management plan from the Event Organiser

no less than 28 days before the Event, to include, but not limited to, details of: Risk Assessments, Site Plan, Emergency Procedures, Events Programme, Briefing Pack for Marshals & Security Staff, First Aid provision etc.

FIRE

- 4.6 The Event Organiser must provide suitable and clearly marked fire equipment (e.g extinguishers) and must ensure that, in the case of self contained stalls, caterers, Concessionaires or tents, each unit has its own suitable fire fighting equipment.

ELECTRICITY

- 4.7 The Event Organiser must appoint a Competent Person to be responsible for all temporary electrical installations provided for the event. Any electrical installation must comply with the IEE Wiring Regulations 17th Edition, with particular regard to Guidance Note 7: Special Locations.
The Authority reserves the right to inspect any equipment or appliances connected to their supply and take any appropriate action to ensure public safety.
- 4.8 All flexible leads from the supply outlet to the traders equipment must be of Arctic grade cable to BS6500, or better, and be 3 core (including a protective earthing conductor)
- 4.9 Flexible cables should not be laid in areas accessible to the public unless they are protected against mechanical damage.
- 4.10 Mechanical protection or armoured cables should be used wherever there is a risk of damage.
- 4.11 Cables offering integral mechanical protection are:
a) Steel wire armoured
b) Cable with external protective steel wire braid
- 4.12 Rubber cable matting should be used to reduce the risk of tripping, but cannot be considered as providing sufficient mechanical protection for flexible cables.
- 4.13 Where flexible cables are used above floor level they should not be unsupported across gaps wider than two metres without the use of a suitable catenary wire support.
- 4.14 Any plug/socket connections should be protected against damage and secured above ground level to reduce the risk of water penetration from puddles.

TEMPORARY STRUCTURES

- 4.15 Marquees shall be made of fire resistant materials.
- 4.16 They shall be erected by a Competent Person.
- 4.17 There must be an adequate number of fire exits. The fire authority can give advice on this for large marquees, and their requirements must be complied with.
- 4.18 The guy ropes shall be installed so they do not obstruct any fire exits/entrances and do not cause trip hazards.
- 4.19 Temporary structures and stages shall be erected by a Competent Person and may be inspected before use by a representative from the Council.

VEHICLE SAFETY

- 4.20 It is the Event Organiser's responsibility to ensure that vehicles given permission to enter the Site are driven safely.

ACCIDENTS ON SITE

- 4.21 If an accident occurs on the Site, the names and addresses of those involved, including any witnesses, should be obtained, photographs or a sketch map taken and a report made by the organisers.
- 4.22 An accident report form should be completed and a copy sent to the Council. You will need to advise your own insurance company.

CLAIMS

- 4.23 Should any person make clear their intention to make a claim following an alleged incident connected with the event, you should contact your insurers immediately. The Council should be kept informed.

5. LIABILITIES & INDEMNITIES

- 5.1 The Event Organiser must indemnify the Council against all claims, demands, actions or proceedings in respect of the following, arising out of the event organisation :-
- any damage to loss, theft or removal of property (including underground services) belonging to any persons including during the Event including any setting up and take down time.
 - any financial loss, death or personal injury sustained during the Event including any setting up and take down time.
- The Event Organiser must ensure that any contractors, equipment providers, third party organisations, stall holders or any persons assisting with the event indemnify both the Event Organiser and the Council in line with the above.
- 5.2 The Event Organiser must fully indemnify the Council against any claims arising from the use of the Site and must have in place public liability insurance with a limit of at least £5million. This public liability insurance should cover the activities to be carried out during the event. Proof of such insurance cover must be provided to the Council not less than 28 days before the set up of the event.
- 5.3 Activities provided by third parties will also need at least £5million. These are to be evidenced by the Event Organiser and produced if the Council requires.
- 5.4 The Event Organiser must indemnify the Council as landowners against any claims or actions arising from their failure to ensure that their activities are properly licensed.
- 5.5 The Event Organiser must indemnify the Council in respect of any costs which may be incurred by the Council as a result of the Site not being vacated at the correct time.
- 5.6 If the Event is cancelled or there is termination of this agreement for any reason, then no liability for financial or other loss occasioned by the event organiser or by any other person shall be accepted by the Council.

6. PUBLICITY

- 6.1 No advertising material may be issued nor tickets sold until confirmation has been issued by the Events Team.
- 6.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variations thereto may be deemed a reason for the cancellation of a hiring or series of hirings. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Event Organiser shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

7. EVENT LICENSING & PERMITS

- 7.1 The Event Organiser must comply with the provisions of the Licensing Act 2003, which may require certain activities in connection with the Event to be the subject of authorisation under the Act. These include, but are not limited to, the sale or supply of alcohol, regulated entertainment (music, indoor sport, boxing and wrestling, dancing, theatre, cinema) and late night refreshment.
- 7.2 The Event Organiser is recommended to seek his own independent legal advice in relation to his liabilities under the legislation.
- 7.3 Applications for licences must be made to the Council's Licensing Team.
- 7.4 The Event Organiser shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent.
- 7.5 If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 7.6 The Event Organiser will be responsible for exhibiting all necessary permits during the Event
- 7.7 Nothing shall be done by the Event Organiser that shall or may contravene the terms and conditions of any licence (e.g Premises Licence (Licensing Act 2003)), permit and/ or licences or consent held by the Council in respect of the Site.
- 7.8 No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Site without the prior written permission of the Council.
- 7.9 Event Organiser's are responsible for ensuring alcohol is sold in line with the Challenge 25 Policy (www.challenge25.org/) and that adequate signage is displayed. For safety reasons, beverages are only permitted to be sold in plastic vessels unless agreed otherwise.

8. PRS/MUSIC LICENCE

- 8.1 The Council has a PRS music licence for its event sites. While there are other licenses that may be required, such as a Phonographic Performance Limited (PPL) licence, it will be the responsibility of the event organiser to ensure they have the all of the required licenses for their event. More details available from PPL website –www.ppluk.com.

9. SPECIAL CONDITIONS

- These apply if your Event incorporates the use of Juvenile fairground rides (for children under the age 9).
- 9.1 Both the Event Organiser or third parties will be required at all times to comply with all relevant legislation relating to fairground rides, the provisions of the Code of Safe Practice at Fairs produced by the Health & Safety Executive, together with any Guidance on individual fairground rides published and any subsequent Code of Practice or supplemental Guidance that may be published or in force from time to time.
- 9.2 The Event Organiser or third parties must ensure that any fairground equipment has a current Health and Safety Executive certificate confirming that the ride has been independently inspected by a Competent Person. Such certificates must be displayed in a prominent place on the ride at all times and must be available for inspection by the Council prior to the opening of the Fair. Copies of the certificates and the risk assessment for the Event must be given to the Council, by deposit at the offices of the Culture and Community Learning, no less than 28 days prior to the Set Up period of the Event.
- 9.3 The Event Organiser must ensure that all electrical cables are suitably insulated, safely suspended if necessary, and removed from all public thoroughfares.
- 9.4 The Event Organiser must ensure that all electrical and mechanical equipment is at all times safely guarded from the public by suitable fencing and/or barriers.
- 9.5 The Event Organiser must at all times ensure that fire- fighting equipment is readily available throughout the Site and that each ride operator has appropriate fire- fighting equipment either within each ride or attraction itself or within easy reach and a person present who is suitably trained in its use. Officers from Dorset Fire & Rescue Service may, without notice, inspect the rides and attractions for suitable fire-fighting equipment and evacuation procedures. Event Organisers to ensure any recommendations or actions are carried out.
- 9.6 The Event Organiser must at all times comply with any direction or instruction of the Council Representative as to the removal, re-arrangement or re-positioning of any juvenile rides should this be deemed necessary.
- 9.7 The Event Organiser must at all times ensure that all charges to the public are reasonable and do not exceed the average charges made for similar amusements in the rest of the United Kingdom. Any dispute over the charges to the public will be referred to the Showman's Guild of Great Britain who will be asked to indicate the national average level of charges prevailing at the time. Any person found to be making a charge which is unreasonable may be required to leave the Site forthwith and shall not receive a refund of any Fees paid by him.
- 9.8 The Event Organiser must at all times ensure that rides use suitable solid levelling blocks for any levelling required when positioning the rides or any other equipment on the Site. The Event Organiser must ensure the use of boards to access the grass areas of the Site by all vehicles and trailers if the ground is wet.