

3. LICENSEE'S OBLIGATIONS

The Licensee agrees with the Council:

3.1 Prohibitions

Not to:

- 3.1.1 Arrive earlier than 6pm on Saturday 26 October 2019 or to leave the Site later than 12 midday on Sunday 3 November 2019
- 3.1.2 Use the Site for any other purpose than provision of an Autumn Fun Fair.
- 3.1.3 Commit any nuisance or any act or thing which may be or become a source of danger inconvenience or annoyance to the Council or the owners or occupiers of any neighbouring property

3.2 User

- 3.2.1 To keep and maintain the Site in a clean and tidy condition and to remove from it all rubbish
- 3.2.2 To observe all statutory and other provisions byelaws and regulations for the time being in force and applicable to the Site
- 3.2.3 To comply with the Entertainment Licence in force in relation to the Site
- 3.2.4 To pay the Fee upon signing of this Licence
- 3.2.5 To pay a Bond of £500 upon signing of this Licence and consents to the Council deducting from that Bond any monies due for works in default (Clause 5)
- 3.2.6 To ensure Food Operators
 - Have a bin next to their stall for disposal of rubbish.
 - Comply with all Food Safety rules and display the Food Safety rating
 - Have up to date Gas Safety Certificates

3.2.7 To removal all rubbish from site on expiry on the Licence Period.

3.2.8 To ensure Operators do not

- sell or give away live animals as prizes
- sell or give away alcohol as a prize

3.2.9 To ensure that Operators on the Market Place put boards under vehicles to protect the Stone sets on the Market Place

3.3 Assignment

Not to assign share or part with the benefit of this Licence or grant any sub-licence

3.4 Indemnity and Insurance

3.4.1 To keep the Council fully indemnified against all costs claims expenses demands charges or liability of any description arising out of or in connection with this Licence

3.4.2 To hold current public liability insurance in the value of £10,000,000 and to produce a copy of the insurance on demand to the Council

3.4.3 To ensure that all Operators hold current public liability insurance in the value of at least £5,000,000

3.5 Licensee's Obligations on Determination of Licence

3.5.1 Upon the expiration of the Licence Period or sooner determination of this Licence to vacate the Site leaving it in a clean and tidy condition to the satisfaction of the Council

3.5.2 To remove all flyers/signage from the site and surrounding area

4. Force Majeure

Neither party shall be liable in damages for any failure or delay in performance under this Agreement to perform the party's obligations (other than for delay in the payment of money due

and payable hereunder) to the extent that such failure or delay is as a result of Acts of God (including but not exclusive to fire, flood, earthquake, storm, hurricane or other natural disaster) and/or any other cause beyond the reasonable control of the party whose performance is affected including any adverse weather conditions which render it unsuitable or unsafe for the event to proceed. Should the Event be so cancelled, postponed or modified the Council will not be liable to pay compensation in respect thereof.

5 Carrying Out of Works in Default

If the Licensee shall fail to carry out any of its obligations under this Licence the Council may at its discretion but without being under any obligation to do so carry out any such works or acts and the cost of so doing shall be a debt due from the Licensee to the Council

6 Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement and shall be deemed to have been received by the addressee within 72 hours of posting

AS WITNESS our hands the day and year first above written

SIGNED

Elisabeth Page

Clerk

For and on behalf of Belper Town Council

SIGNED

John Proctor

For and on behalf of the Licensee

2. LICENCE

The Council grants to the Licensee subject to the terms of this Licence the right to use the Site for the Licence period only

3. LICENSEE'S OBLIGATIONS

The Licensee agrees with the Council:

3.1 Prohibitions

Not to:

- 3.1.1 Arrive earlier than 6pm on Saturday 20 April 2019 and to leave the Site later than 12 midday on Sunday 28 April 2019
- 3.1.2 Use the Site for any other purpose than provision of a Spring Fun Fair.
- 3.1.3 Commit any nuisance or any act or thing which may be or become a source of danger inconvenience or annoyance to the Council or the owners or occupiers of any neighbouring property

3.2 User

- 3.2.1 To keep and maintain the Site in a clean and tidy condition and to remove from it all rubbish
- 3.2.2 To observe all statutory and other provisions byelaws and regulations for the time being in force and applicable to the Site
- 3.2.3 To comply with the Entertainment Licence in force in relation to the Site
- 3.2.4 To pay a Bond of £500 upon signing of this Licence and consents to the Council deducting from that Bond any monies due for works in default (Clause 5)
- 3.2.5 To ensure Food Operators
 - Have a bin next to their stall for disposal of rubbish.
 - Comply with all Food Safety rules and display the Food Safety rating
 - Have up to date Gas Safety Certificates

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3.2.7 To ensure Operators do not

- sell or give away live animals as prizes
- sell or give away alcohol as a prize

3.3 **Assignment**

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3.4 **Indemnity and Insurance**

3.4.1 To keep the Council fully indemnified against all costs claims expenses demands charges or liability of any description arising out of or in connection with this Licence

3.4.2 To hold current public liability insurance in the value of £10,000,000 and to produce a copy of the insurance on demand to the Council

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3.5.1 Upon the expiration of the Licence Period or sooner determination of this Licence to vacate the Site leaving it in a clean and tidy condition to the satisfaction of the Council

3.5.2 To remove all flyers/signage from the site and the surrounding area

4. **Force Majeure**

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and payable hereunder) to the extent that such failure or delay is as a result of Acts of God (including but not exclusive to fire, flood, earthquake, storm, hurricane or other natural disaster) and/or any other cause beyond the reasonable control of the party whose performance is affected including any adverse weather conditions which render it unsuitable or unsafe for the event to proceed. Should the Event be so cancelled, postponed or modified the Council will not be liable to pay compensation in respect thereof.

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AS WITNESS our hands the day and year first above written

SIGNED

Elisabeth Page
Town Clerk
For and on behalf of Belper Town Council

SIGNED

John Proctor
For and on behalf of the Licensee