

Aberdeen Country Fair 2009 Terms and Conditions of Hire

This license is between **Apardion Management Limited** (hereafter called the 'Licensor') and your company

1. **The hire date shall be** [date as specified on booking form].
2. The hire fee payable per market will be £80.00 for a single gazebo or £160.00 for a double gazebo (both inclusive of VAT)
3. An electricity supply and tables (two for single gazebo and loading bay; four for a double gazebo) are provided within the standard hire fee. Car parking and an additional table are required for an additional fee.
Parking spaces are available on a first come, first served basis. When parking, Hirers must use the facility responsibly and with consideration for other users to ensure optimum use of space to ease of access/egress.
4. **The hire fee is payable no later than one week in advance of the hire date. Post dated cheques will not be accepted.**
5. All cheques with respect to hire fees are to be made payable to '**Apardion Management Limited**'.
6. Cancellation: In the event of cancellation within one week of the hire date, the hirer will be liable for the full hire fee. All cancellations will be recorded with a unique cancellation number.
7. In the event of adverse weather conditions the Licensor accepts the right to cancel. A full refund of the Hire fee will be made and the Licensor accepts no liability for loss of trade.
8. The stall will be used for the retail sale of produce as listed on this form and as agreed with the licensor. No other items may be sold at the stall without written agreement between the Licensor and the Licensee.
9. The stall shall be located on Belmont Street between Schoolhill and Union Street. Exact location to be determined on day of event by the Licensee.
10. The licensor or his representative will have discretion over the siting of the stall and the absolute. Licensees must adhere to his directions at all times without dispute.
11. The Licensee shall not affix any literature or material to the walls, columns, floors or any part of the street or stall without the prior permission of the centre manager or his representative.
12. The Licensee shall not be entitled to assign any rights under this licence, nor grant any sub-lease over any part of the subjects of the Licence.
13. For the continuance of the hire period, the Hirer shall be liable to the Owner for the cost of all loss or damage to the hired equipment, except for fair wear and tear
14. The Hirer must hold Public Liability Insurance. It is a condition of the hire that the Hirer has adequate Public Liability Insurance (minimum £1,000,000) for injury to any person or third party property caused by, or in connection with, or arising out of, the use of the equipment. The Licensor accepts no liability. **A copy of you insurance document must be attached to your application.**
15. The Hirer must ensure compliance with all matters of Health, Safety and Environmental, including electrical equipment, and ensure any equipment or procedure is adequately risk assessed, with evidence of staff training.
16. The hirer will ensure compliance with all relevant government legislation, food safety, trading standards and licensing. **A copy of relevant licenses must accompany your application.**
17. The trading hours of the stall shall follow the trading hours of the local shops, unless agreed by the licensor or his representative whose decision on all matters shall be final (generally 9:00am -5:00pm).
18. All deliveries must be made NO LATER than 30 minutes prior to opening as directed by the Managing Director or Duty Manager.
19. The Licensee must keep the stall and surrounding areas clean and tidy and remove all refuse and waste at the end of trading. If the Licensor leaves the area around their stall in untidy manner, they will be billed a £5 cleaning fee.
20. The Licensee will not distribute any promotional literature unless agreed by the Managing Director or the Duty Manager.
21. No public address systems will be permitted within the stall without the prior agreement of the Managing Director or the Duty Manager.
22. The Licensee or its agents are not permitted to bring any noxious or flammable substances or materials to any part of the market. If cooking equipment is required the Licensee must provide adequate fire fighting equipment together with a fire risk assessment together with evidence of staff training.
23. This license will expire automatically at the conclusion of the last date of hire stated above or if the Licensee is in breach of any of the above Terms & Conditions.

I agree to abide by the above terms and conditions and accept that in the event of any dispute arising in relation to the exercise of this license or in the interpretation of this license, the decision of the licensor will be final and binding.