

AGREEMENT

Relating to the

September and October Fairs

Between

Thame Town Council

and

**The Showmen's Guild of Great Britain,
London & Home Counties Section**

between

15 August 2017 to 31 October 2020

AN AGREEMENT made this 15th day of **August 2017** between THAME TOWN COUNCIL, OXFORDSHIRE (hereinafter referred to as “the Council”) of the one part and THE SHOWMEN’S GUILD OF GREAT BRITAIN, LONDON & HOME COUNTIES SECTION, 41 Clarence Street, Staines, Middlesex TW18 4SY of the other part (hereinafter referred to as “the Guild”)

Definitions:

“**Organiser**” the person or organisation having overall control of the fairground and have duties concerning the safe layout and emergency procedures.

“**Controllers**” (Who can be companies) the person or organisation who own or otherwise have control of an attraction, and have a duty to maintain it in a safe condition.

“**Operators**” those who are in immediate charge of an attraction and have a duty to operate it safely.

“**Attendants**” those who help to operate an attraction, and have a duty to take reasonable care for their own and others’ safety, and to follow instructions.

Operative Provision

The Council as the “Organiser” gives the Guild of Great Britain, as “the Controllers” permission to hold two fairs in Thame (hereinafter called “the Fairs”) in positions in the town are agreed between the Council and the Guild (hereinafter called “the Fairgrounds”).

The Council, retains the right to make the final decision on aspects of the operation that have Health and Safety or legal implications.

Abusive and aggressive behaviour by any operator or stall holder will not be tolerated.

The Council has the authority to close/remove the stall from the Fair immediately.

Working with the Guild the Council will agree the selection of Fair Rides and Stalls with appropriate consideration for the position of the Fairgrounds and the layout within the allocated roads in the centre of Thame. The Guild will maintain “like for like” substitutions within the allocated areas. Attractions in the Lower High Street must be in keeping with those suitable for younger children with “Super Rides” allocated within the Upper High

Street. The final locations to be agreed with the Council by the first of September each year.

During the period of this agreement the Fairs shall be as follows:

- First Fair Operating for three days starting on the third Thursday in September.

Operating times: Thursday approximately 4.30pm, Friday and Saturday 12 noon and will end by no later than 11pm each day.

- Second Fair Operating for two days starting on the second Friday in October.

Operating times: Friday and Saturday from 12 noon until no later than 11pm each day.

The Guild will be allowed access to the September Fairground on the third Wednesday in September between 6pm or earlier subject to the permission of the Council Fair Coordinator and 11pm for the purpose of setting up stalls and equipment. The Fairground must be cleared of vehicles by 2pm on the Thursday ready for an emergency inspection.

The Guild will be allowed access for one full day on the second Thursday in October for the purpose of setting up October Fair stalls and equipment.

On both occasions the Fairground must be clear by midday on the Sunday immediately following the closure of each Fair.

This agreement applies from **15 August 2017** to **31 October 2020** unless terminated in accordance with the provisions of this Agreement.

SCHEDULE OF CONDITIONS

Controller's Responsibilities

1. The Guild is to confirm in writing by the end of February each year that each Fair will take place indicating the operative dates.
2. The Guild will be responsible for the safe parking of all Showmen's residential vehicles.
3. The Guild shall pay the Council a fee (the Fee for holding each fair). The payment to be made to the Council in two equal instalments on 1 September and 1 October each year. The fee for 2017 is set at **£28,500** and for future years will be increased in line with the Consumer Prices Index (CPI) percentage as at the 1 April of the current year but in any instance the Fee as a minimum must cover all the costs incurred from the operation of the Fairs. This will include, but not be confined to, road closure applications, additional contracted staff hours, street cleaning, provision of skips, removal of town furniture, town survey, security management, first aid cover, water licence, standpipes, staff costs and apportioned overheads. Any damage arising from either Fair will be subject to an additional fee to meet the cost of repairs. If payment is not received in full to meet the cost of how the Fairs are operated the Council shall have the right to terminate this Agreement as hereafter provided.
4. A detailed layout plan for each Fair must be provided to the Council no later than 1 September each year. The Oxfordshire County Fire Officer, Health and Safety Executive, South Oxfordshire District Council, Oxfordshire County Council and the Council must agree the plan layout before the Fairs.
5. The plan will indicate the name of each Operator, pitch size, the distance from the adjacent buildings and any part, or moving part, of a ride, stall, vehicle or any fair apparatus.
6. The Guild shall provide a list of appointed Fair Stewards for each Fair that must be approved by the Council. At least one dedicated Fair Steward will be on duty at all times to satisfy the requirements of the Emergency Procedure Plan. Fair

Stewards are to display appropriate name badges in a legible form, wear fluorescent jackets and be contactable by mobile phone.

7. Fair Stewards will attend a meeting with the Council at Thame Town Hall not less than 21 days before the first operating day of the September Fair to discuss the road closure and management arrangements for the September Fair.
8. Fair Stewards will be responsible for the conduct of all Operators and temporary employees.
9. The Guild should be prepared to allocate a pitch to local traders or voluntary organisations during each Fair. The Council must be informed about any such arrangement before the start of the Fair.

Insurance

10. The Guild must provide evidence to the Council of current cover for Public Liability for a minimum sum of £10,000,000 by 1 September each year. Such insurance shall cover the period of both Fairs for all Operators identifying the relevant plot number.
11. The Guild must provide the Council by 31 August each year copies of insurance certificates for each stallholder for a minimum of £1,000,000, covering the period of both/either Fairs.
12. Food stalls must display the appropriate Food Hygiene Certificate and the Operators must be able to provide a current copy of any apparatus test certificate.
13. Any Operator not providing the required documents by 1 September will not be allowed to trade and will not be given access to the Fairground. Any changes to the papers submitted made after 1 September will incur an administration fee of £25 per allocated plot.
14. The Guild and Fair Stewards shall ensure that each Operator complies with the site plan, any statutes or other legislation and byelaws where appropriate, and also, the recommendations contained in the most up to date publications of "Fairgrounds and Amusements Parks – Guidance on Safe Practice".

Attraction Construction

15. Operators of any ride having a mechanical system must comply with the Log Book procedure prior to public use at the Fair. Each individual ride must have a registered identification plate. Fair Stewards will be responsible to check that Operators are compliant with these conditions.
16. All rides must be of a high standard of presentation and not offensive. Any attraction not meeting a high level of presentation will be given notice by the Council that improvement is required if they are to be allowed to return in the future.
17. All electric cables and wiring shall be in a safe condition and conform to the current edition of the Institute of Electrical Engineers' Regulations. Such wiring and cables must be made safe to the public at all times especially where pedestrians may have to cross them.
18. Generators are to be positioned in accordance with the plan avoiding unnecessary nuisance and hazard.
19. Vehicle wheels, stabilizing supports and jack stands must be positioned over suitable timber load spreaders.

Environment

20. An inspection of the Highway will be carried out by the Council and the Fair Steward prior to and immediately after any fair.
21. The Operators will be liable for the cost of making good any damage caused by any Operator to pavements, the highway, town furniture or other property in the town. The Guild will be recharged by the Council for making good any damage not remedied and shall be responsible for collecting any money due from its members.
22. The Council will remove agreed street signage and street furniture. Further requests for removal of street furniture must be agreed in writing with the Council prior to its removal.

23. Public nuisance caused by music systems, generators, flashing lights, etc., must be kept to a minimum and comply with any legislation including the Noise at Work Regulation Act 2006.
24. Fair Stewards must monitor noise levels at three designated points in the Upper High Street and the Council will monitor noise levels throughout the Fair particularly between 7.30pm and 11pm. The Fair Stewards must take immediate action against any Operator where noise levels exceed 80 decibels. If the problem persists the Council in discussion with the Fair Steward will close down the Operator and impose a fine of £250.
25. During operating hours, a Fair Steward must be available to receive and respond to nuisance-related complaints. A record of all complaints and the action taken must be submitted to the Council on the next working day following the complaint.
26. Fair Stewards shall ensure fair equipment is correctly shut down and safe at the end of each day and leave the Fair in an orderly and quiet manner.
27. On the last night of the Fair, Operators must not begin to dismantle installations until the Fair has closed and the Organiser has agreed the area is clear of visitors. Fair Stewards are to control the dismantling of the Fair taking every precaution to minimize noise and disturbance, also to monitor the safety of the area.
28. Generators and vehicles must have drip trays under the oil sump. Any oil or fuel spillage must be dealt with as an emergency and the area cleaned with appropriate chemicals. Should a spillage occur over a drain or inspection pit then the Council must be informed immediately.
29. The Fair Stewards are responsible for ensuring that the fair site is clear and tidy each day. All Operators with food and similar stalls are required to provide suitable containers for the collection of rubbish and ensure that these are emptied on a regular basis so as not to cause a nuisance or health hazard.
30. The Council will arrange for rubbish skips to be available in the town centre during the September Fair.

31. The Fair Stewards agree to arrange for all rubbish to be removed by Operators each day during the October Fair.
32. Thame town centre is a designated alcohol free area. Any Fair Steward or Operator noting a serious infringement should report this to the local police.
33. Operators are not allowed to bring pets onto the Fairground.

Fire and Emergency

34. The Council shall provide the Guild each year with a Safety Management Plan including a Risk Assessment, taking into consideration all safety matters necessary to minimise risk.
35. Observance of the Safety Management Plan by the Guild, the Operators and the Controllers is mandatory.
36. To comply with the Fire Safety Officers instructions, a clear area must be maintained between any stalls and the front elevation of adjacent premises, that distance should not be less than 2 metres or a distance equal to 1/3 of the height from the ground to the sill of the highest window from which rescue may need to be affected, which ever is the greater.
37. Fire Hydrant plates displayed in the Fairground defining the location of fire hydrants shall remain unobstructed at all times.
38. In the event of an emergency, Operators must be prepared to shut down the ride or stall and move any equipment if so required by the Emergency Services.
39. All Operators must provide fire protection equipment of approved types where generators, cooking facilities, etc., are in use. Adequate precautions must be taken at all times to prevent outbreaks of fire.
40. Prior to the commencement of each Fair, an appointed Fair Steward will assist the local Fire Service Officer in an inspection of the Fairground, and in the inspection of a four metre emergency vehicle access route that must be kept clear at all times. The Oxfordshire Fire Service and the Council have the power to determine the final positioning as appropriate on the day of inspection. The Fair

Stewards will be responsible for implementing, maintaining and monitoring any instructions from the Emergency Service Officer prior to the Fair opening.

41. The Guild must uphold legislation regarding disability and equal opportunity ensuring that there is adequate and safe access. Pedestrian access must be made safe at all times for other users of the town with a minimum of 1.5 metres required between vehicles, generators, attractions, shops and private properties.
42. The Fair Stewards shall ensure that all Operators store and control liquefied petroleum gas cylinders within an approved storage system. Loose cylinders are not allowed.

Road Closure Requirements

43. The Council will arrange the road closure as appropriate for both Fairs and will organise and manage the operation of the road closure for the September Fair by employing an accredited SIA security company.
44. At the pre-fair meeting to be held no less than 21 days before the first operating day of the September Fair the Fair Stewards will present the Council with a scheduled walk-in programme for the build up.
45. Attractions attending the September Fair (at the discretion of the Guild and the approval of the Council) may enter the High Street and Upper High Street during Wednesday night between 6pm and 11pm.
46. Junior ride and stall Operators are not allowed entry into the closed area until the large rides are located correctly within the Fairground.
47. Only vehicles or trailers directly required for the operating of a machine or exhibition will be allowed to remain within the road closure area. No overnight sleeping is permitted within the Fairground. Any unauthorised vehicles will be removed, clamped or ticketed. The parking of fair equipment vehicles, generators, tractors or trailers in any street in the town outside the road closure area is strictly forbidden.

48. Traffic control arrangements will be in place for both Fairs. All barriers, signs, traffic cones etc. positioned by the Council or the Police are to remain in position at all times.
49. Temporary time limited Vehicle Passes will be issued by the Council to the Chief Steward for stall holders on receipt of required paperwork.
50. Fuel deliveries will only be allowed access to the fairground between 7am and 11am. any access outside of that time will only be allowed for exceptional circumstances and on the authority of the Council or the Security Supervisor.
51. When a Fair is open to the public only essential maintenance vehicles will be admitted under the approval and strict control of the Council.
52. The town must be clear of all equipment by 12 noon on the Sunday following the Fair to ensure compliance with the appropriate Road Closure Order and allow access for street cleansing operations.

Goods for Sale, Prizes and Exhibits

53. All prices for rides, sideshows, games etc. are to be clearly displayed.
54. No wild animals shall be exhibited within the Fair.
55. No goldfish, tortoise, rabbit, cage-bird or other living creature, or intoxicating liquor or balloon filled with hydrogen gas or solid particles (or fragments), ground or powdered substances shall be offered as a prize or for sale or form the subject of any similar transaction. All legal requirements, including Trading Standards criteria, must be adhered to.
56. No pornographic material shall be exhibited, offered as a prize or for sale or form the subject matter of any similar transaction.
57. No imitation or replica baseball bats or similar items which could be construed as or mistaken for an offensive weapon shall be offered as a prize or for sale or be the subject of any similar transaction. The same rule applies to imitation or replica guns; any such items considered as merely a "toy" gun will only be permitted as prizes if previously approved by both the Police and the Council.

58. A maximum of two "Punch Bags" will be permitted at the September Fair, subject to the locations being agreed with the Council. The right to remove the attraction will remain with the Council. No "Punch Bags" or similar attraction shall be permitted anywhere within the October Fair.
59. The offering as a prize or sale of counterfeit goods as defined by Trading Standards shall not be permitted.
60. Pitching and mock auctions are prohibited.
61. If the Guild or any Operator fails to comply with the conditions laid out in this agreement the Council may take measures to remove equipment, suspend or prohibit the use of one or more pitches involved with the offence, and exclude the operator from attendance at future Fairs in Thame.
62. Under no circumstances will preservation rights apply or should be allowed by the Guild for any event other than the Fairs organised in the town of Thame. Should any Guild member try to impose a restriction on any other amusement operator invited to a town event they will be banned from taking part in any Fair in Thame. For the avoidance of doubt the Guild manages the preservation rights in relation to the first and second Fairs covered in this agreement.
63. If a substantial breach of the terms of this Agreement occurs which cannot be remedied after notice of such breach has been given to the Guild the Council may terminate this Agreement by giving not less than 14 days notice of termination to the Guild at the address of the Guild as stated in this Agreement and on expiry of such notice this agreement shall have no further force and effect without prejudice to any rights or remedies which may have accrued to either party.
64. This Agreement shall terminate on **31 October 2020** without the necessity of notice being given by either party.
65. Whenever the singular is used it shall be deemed to include the plural and vice versa.

----- *End* -----

SIGNED on behalf of the Council by:

Town Mayor:

in the presence of:

Town Clerk:

Date:

SIGNED on behalf of the Showmen's Guild of Great Britain, London & Home Counties Section by:

in the presence of:

Date: