

# USK SHOWGROUND LIMITED

## Terms and Conditions of Hire

Usk Showground Limited hereafter referred to as USL.

1. Fees and Deposits.

All fees as stated in this Contract must be paid in full 2 months prior to the commencement date of hiring. Such payment is a condition precedent to the commencement of the hiring period. A 10% non refundable deposit is required for all events, payable together with a signed contract to secure the booking. This payment will not be refunded in the event of cancellation, for whatever reason. It will be kept for administration purposes.

Paying over 2 months in advance of booking.

Payment due: 10% of Quoted Rental plus 10% refundable damages bond.

Paying less than 2 months in advance of booking.

Payment due: Total Quoted Rental plus 10% refundable damages bond.

2. The Hirer agrees:-

- be**
- a. To use the facilities hereby solely for the event specified on the Standard Contract form and not for any other purpose. **A named and contactable person should be on site throughout the event.**
  - b. No sub-letting is allowed.
  - c. Not to part with possession of any part of the facilities hereby hired.
  - d. Not to permit use of the facilities by any unauthorized person.
  - e. To permit representatives of USL free access at all times to the facilities to enable them to ensure that the terms of the letting are being complied with.
  - f. Hire of the Showground does not entitle the hirer to use or enter the premises at any time other than the specific hire period, unless prior arrangements are made with USL.
  - g. Not to, or permit on the premises any act which may increase any premium payable by USL for insurance or which may be or become a nuisance or annoyance to USL or any neighboring property/landowner. To comply at all times with statutory requirements including those contained in the Control of Pollution Act and Health & Safety at Work Act
  - h. The hirer is responsible for complying with all current government legislation and obtaining all necessary permission and approvals e.g.. Local Authority, Police, Ambulance, Fire Authority.
  - i. The hirer must ensure that it has fully complied with all current Health & Safety Legislation in respect of its hiring of the Showground.
  - j. All tented structures must be of fire retardant fabric.
  - k. To obtain the necessary Entertainments and or Alcohol Licenses if applicable. Entertainment Licenses are necessary for any public entertainment event which is held on the Usk Showground. Application should be made to Monmouthshire County Council.
  - l. To pay for all water consumed throughout the hire period.
  - m. To pay for any damage caused to the facility or equipment in the course of hiring, whether by the hirer or any other persons.
  - n. The hirer shall not damage or cut down any trees, hedges or fences on the Showground.
  - o. The hirer is fully responsible for ensuring that the site occupied is kept completely clean and free of litter at all times. The hirer must make arrangements for removal and disposal of all litter.
  - p. To keep all roadside gates locked after each day's use and for locking up at the conclusion of the event and returning any keys to USL.

- q. A speed limit of 10 mph exists throughout the Showground for all vehicles.
  - r. It is not permitted to place any advertising material on the Showground perimeters without the written permission of USL.
  - s. Event organizers have a duty to ensure that adequate traffic management arrangements are put in place.
  - t. Care should be taken when siting loudspeakers to ensure that they are not directed towards local residents.  
No amplifying equipment to be used between the hours of midnight to 9 am. No fairground amusements are allowed.
  - u. Dogs are allowed onto the Showground but the hirers are responsible for removing all Dog litter from the site.
3. Insurance.  
The hirer is required to hold Public Liability Insurance. With an Insurance Company of repute. The hirer shall provide adequate medical cover and all measures necessary to provide protection for the safety of persons and property.  
The hirer agrees to indemnify USL against any liability of any kind which USL may incur to any third party as the result of or in connection with the hiring of the Showground.  
The hirer is required at all times to hold appropriate Insurance cover of not less than £5 million to cover its potential liabilities under this clause to USL and other persons in respect of third party and public liability claims and agrees to produce a copy of the relevant policy and premium receipt upon request by USL.
4. Cleaning & Land damage.  
The hirer is required at all times to leave the Showground in a clean and tidy condition. If the judgment of USL the hirer, is in breach of this clause which subsequently causes delay, damage or inconvenience to other hirers, the hirer will become liable to indemnify USL against any sums which USL may be required to pay in respect of delay, damage or inconvenience. In the event of damage to land, necessitating rotavating and re-seeding the damaged areas, the hirer will be responsible for the costs of such work, and will indemnify USL for such costs.
5. Cancellation.  
USL will accept cancellation on the following terms:-
- a. If made more than 12 weeks prior to the proposed event - no cancellation fee.
  - b. If cancelled between 12 weeks and 2 weeks prior to the proposed event, 50% of the hire charge is payable.
  - c. If cancelled less than 14 days prior to the proposed event, 100% of the hire charge is payable.
- In addition:-
- d. USL reserves the right to relocate an event to another part of the Showground if it is deemed necessary to do so through circumstances beyond the control of USL
  - e. USL reserves the right to cancel any event at short notice.
  - f. USL reserves the right to put a stop to any event or entertainment, in their opinion not being properly conducted.

APPLICATION FOR HIRE OF

**USK SHOWGROUND, NR USK. MONMOUTHSHIRE.**

To be returned to: Mrs F. Jenkins. Usk Showground Ltd. Llanerthil Mill, Llandenny, Usk,  
Monmouthshire. NP15 1DJ

**Please use block capitals.**

Event Name \_\_\_\_\_

Organiser's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Post code \_\_\_\_\_ Tel & Fax. \_\_\_\_\_

Type/Purpose of Event \_\_\_\_\_

Area requested ( please tick) Main Showfield \_\_\_\_\_ Roadside CarPark \_\_\_\_\_ Inner CarPark \_\_\_\_\_

Date/s of Event \_\_\_\_\_ to \_\_\_\_\_

Total Hire period requested from \_\_\_\_\_ to \_\_\_\_\_

QUOTED RENTAL £  
10% non-refundable DEPOSIT £  
10% refundable DAMAGES BOND £

**I ENCLOSE A DEPOSIT/TOTAL REMITTANCE FEE OF £**

BEING THE HIRING FEE PAYABLE, IN ACCORDANCE WITH THE CONDITIONS OF  
HIRE. (Cheques made payable to Usk Showground Ltd.)

**I HAVE READ, UNDERSTOOD AND ACCEPT ALL RULES, REGULATIONS AND  
CONDITIONS AS SET OUT IN THE 'TERMS AND CONDITIONS OF HIRE' AND SIGN  
FOR AND ON BEHALF OF THE ABOVE EVENT/ORGANISATION.**

Signed \_\_\_\_\_ date \_\_\_\_\_

Print name. Mr/Mrs/Miss \_\_\_\_\_