

GRAMPIAN TRANSPORT MUSEUM

Alford, Aberdeenshire AB33 8AE



General Enquiries: Events Office: Tel: 019755 62292 ~ Fax: 019755 62180 E-mail: <u>info@gtm.org.uk</u> / www.gtm.org.uk Tel: 019755 64517 ~ Fax: 019755 62180 E-mail: <u>events@gtm.org.uk</u>

GTM Site Facilities - Hire Agreement

Thank you for your enquiry regarding promoting an event at the Grampian Transport Museum (GTM) site in Alford. Please respect the need for the GTM to take all necessary steps to ensure that all hires are safe and well organised. Similarly the GTM, as a self funding educational charity, can not subsidise your event and, therefore, we are forced to include realistic hire charges to cover staff time for administration and any other work associated with your hire.

Please read the following terms and conditions carefully and then complete the content summary form which will outline the basis of your event. Once you have completed all the relevant sections, please sign and return, along with a 50% deposit (to secure the date), ensuring that all the necessary paperwork is included.

TERMS AND CONDITIONS OF USE

- Responsibility for the <u>safety</u> of all attendees lies with the hirer and the hirer must carry a minimum £5 million public liability <u>INSURANCE</u> to cover any incident that may arise from use of the museum site during the currency of this agreement. Such insurance must include the extension of indemnity to principal. The enclosed confirmation of cover must be completed and signed by your insurance agent at the time of booking. Bookings will only be confirmed on receipt and acceptance of evidence of cover.
- The hirer *must carry out a suitable <u>RISK ASSESSMENT</u> of the event identifying all foreseeable hazards and how they are to be controlled. Your risk assessment <u>must be produced to an official of the GTM no</u> <u>later than 14 days prior to the hire period.</u> The hirer is solely responsible for actioning the risk assessment and the controls identified therein.*
- 3. The hirer must nominate a single person who will be responsible for the conduct of activities and the application of risk controls on the day of the event. The nominated person must be made known to GTM as part of the risk assessment submission.
- 4. Events or activities which levy an admission charge to the public will require an <u>ENTERTAINMENTS</u> <u>LICENSE</u> from Aberdeenshire Council. Application for the license is the responsibility of the hirer. The GTM will however supply ground plan copies and advice on request. Other events may require such a license, but this will be discussed on application.
- 5. The hirer will be responsible for funding the repair or replacement of any building, equipment or other property including grass verges, plant, cones and the **trackside barriers** that become lost or damaged during the hire period.
- 6. The hirer must decide on the use of the covered stand. If used the hirer must clean the stand before and after use, remove and replace the screens and ensure its security throughout the event. The hirer will be responsible for funding of any seats damaged in the stand during the hire period these can be costly to replace. For events which are free of charge to the public in particular, marshalling of the stand is advised. The stand will be inspected by a member of GTM staff to make sure this is adhered to.
- 7. The portable toilet facilities currently on site will be available and are included in the hire agreement for the site at no extra charge. These are supplied ready to use and **must be 'handed back' at the end of the hire period in the same condition and cleaned to normal standards**. For more satisfactory toilet provision the toilets in the Collection Centre can be hired at an extra cost. The topping up of hand towels, toilet rolls and soap during an event is the hirer's responsibility and will be inspected at the end of the hire period to make sure this agreement is adhered to.

- 8. Public car parking is the responsibility of the hirer. Where possible an area (usually inside gate 6) on site should be set aside and signposted from Alford Main Street. The existing public car park is not adequate for attendances of more than 500 people.
- 9. For events involving mechanically propelled vehicles (MPV) the hirer is responsible for ensuring that the following is in place:
 - a. Documented risk assessments and effective controls
 - b. Briefing of participants, marshals, volunteers and spectators to identify the risks
 - c. First Aid / Medical cover as appropriate by risk assessment
 - d. Site Plan with spectator and restricted areas clearly marked
 - e. Means of communicating with marshals and volunteers
 - f. Track Event Control System
 - g. Trained Marshals
 - h. Participant competency assurance (appropriate to the activities)
 - i. Vehicle suitability for activity (scrutineers if required)
 - j. Controlling speed from paddock to track (5mph max)
 - k. Limiting speed on the track based on track layout (up to 30mph or up to 60mph)
 - I. Reporting all incidents and accidents
 - m. To gain exemption from the risk of prosecution for infringement of the Road Traffic Act, the hirer should contact the IOPD, or one of the other regulatory bodies, and apply for a permit for the event.
- 10. All participants must sign on, on the day, using an approved Risk Recognition Form in which the participant acknowledges and accepts the risks (GTM can provide a format). The hirer shall ensure that only registered and signed on participants use the track.
- 11. Where an element of speed is involved (ie. over 30mph), only one vehicle can be driven/ridden on the circuit at any one time. (Variation to this must be pre-arranged with the GTM.)
- 12. Noise emission levels of any vehicles must be well below the MSA standards for the vehicle. The GTM reserve the right to insist on extra silencing if noise levels are, or appear to be, excessive. If there is any doubt about the noise level of any vehicle the hirer is encouraged to fit extra silencing to that vehicle when the GTM road circuit is being used. Any PA system must be directed along the spectator areas and not radiate outwards. *No activity involving noise should commence before the start time agreed with the GTM or continue after 5.00pm.* Care should be taken to ensure that no after-event unofficial activity occurs.
- 13. Any event falling within the definition of "Motor Sport" must comply with the standards and rules of a recognised national governing body for that sport (e.g. MSA) and compliance verified independently on the day of the event.
- 14. The GTM reserves the right to cancel this hire agreement without notice should GTM officials feel that any of the above conditions are not being met, if the risk assessment has not been actioned or if safety levels are not satisfactory. The GTM will also disallow on the day any activity that has not been agreed and assessed in advance.
- 15. GTM contact details <u>must not</u> be used as a central point to deal with customer enquiries for the site hire.
- 16. <u>INDEMNITY CLAUSE</u>: We, the below signed for the hirers of the GTM arena, road circuit and/or site, have read, understand and agree to be bound by the above clauses that constitute a hire agreement. In consideration of the acceptance of this, we agree to save harmless and keep indemnified the respective officials, representatives and members of the GTM from and against all action, costs, expenses, claims and demands in respect of death, injury, loss of or damage to the person or the property of ourselves, our assistants or visitors howsoever caused, arising out of or in connection with our hiring of the GTM site and operation of vehicles thereon.

Event Content Summary

Please complete the following form as fully as possible to ensure that the GTM staff are completely familiar with your proposed event's content, activities and requirements.

1. <u>SUMMARY</u>

Please give a brief description of your events aim and purpose:

2. PROPOSED ARENA ACTIVITIES AND PROGRAMME OF EVENTS (Please circle Yes/No)

Please list, in time order, the arena activities as proposed. GTM reserve the right to refuse inappropriate, incompatible or unsafe activities. Ensure that **<u>everything</u>** you plan to run is included and also **notify us of any changes at least 1 week before the event**.

<u>PLEASE NOTE:</u> Activities <u>not</u> included in this list and <u>not</u> in the Risk Assessment must <u>not</u> take place.

Activity	Times	Activity	Times
1		5	
2		6	
3		7	
4		8	

a. Will the event generate high levels of noise (85dB,A or 137dB,C) at the arena boundary YES/NO If yes please indicate which activity(ies) and how this will be controlled

- Will the event involve trials, sprints or other speed elements in excess of 30mph YES/NO
 If yes crowd control fencing and exclusion zones must be erected and additional protective
 barriers (e.g. straw bales) maybe required please ensure that this is included in your
 ground plan. (Fencing and barriers can be provided by GTM along with guidance on the
 regulations and positioning.)
- c. Are timing or competitive elements proposed? YES/NO
 If yes the event must be run under the auspices of an authorising body (e.g. IOPD, MSA, NTEC, SACU etc)
 Please name:

<u>PLEASE NOTE:</u> No timed events are allowed unless run under the regulation of an authorising body.

3. PROPOSED SITE ACTIVITIES / TRADE STANDS / RIDES / DISPLAYS, ETC

Please list all non arena activities/displays/rides/trade stands that will be part of your event and within the grounds owned and controlled by GTM.

Activity/Stand/Display	Times	Activity/Stand/Display	Times
1		5	
2		6	
3		7	
4		8	

4. <u>HIRE REQUIREMENTS (Please circle Yes/No to indicate your requirements)</u>

a.	Control tower (event control)?	YES/NO
b.	Covered stand?	YES/NO
с.	Outside portaloo?	YES/NO
d.	Collection Centre toilets (hire charge £100 plus VAT per day)	YES/NO
e.	Temporary fencing?	YES/NO
f.	GTM pay boxes?	YES/NO
	(If yes please state number required)	
g.	Access to power supply?	YES/NO

If yes please ensure power requirements and safety measures are discussed in advance.

h. GTM bins (for general and recycled waste - hire charge £100 plus VAT per day)? YES/NO

<u>PLEASE NOTE:</u> At an event that anticipates having more than 500 members of the public attending the bins <u>MUST</u> be hired. Otherwise <u>ALL</u> rubbish must be removed from the site by the hirer at the end of the event.

i. Any other equipment required (e.g. cones, reflective jackets, flags, tickets, bunting, etc)? Please detail:

j. Public car parking area inside gate 6? YES/NO

If yes please ensure that this is included in your ground plan

<u>PLEASE NOTE:</u> Any GTM staff time required for setting up / dismantling an event (including clearing litter / moving equipment into position) will be <u>invoiced after the event at £20 plus VAT per hour</u>.

5. LOGISTICS / HEALTH & SAFETY (Please circle Yes/No as applicable)

Please identify your nominated person who will be responsible for safety in the arena:

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- a. Entertainment License registration complete? (if required) YES/NO
- **b.** All performers', traders' and ride owners certification and licensing checked? YES/NO
- c. If you are using the track how many competent marshals and stewards will be in attendance?

<u>PLEASE NOTE:</u> If you are using the track a track and paddock safety plan document must be submitted.

d. Overnight security for any equipment / plant or preparations left on site booked? YES/NO

<u>PLEASE NOTE:</u> The GTM site is fenced but is not completely secure. Security of all equipment, vehicles, etc. left on the GTM site over night is the responsibility of the hirer.

e. Who will be providing your first aid cover?

6. CONFIRMATION AND CONTACT DETAILS

(See Events & Site Use Hire Cha	arges Sheet)
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Type of Event : (eg: 1 to 7)

See Notes: Event Risk Management Category

Event Risk Management Category:(eg 1, 2 or 3)

Costs:

<u>PLEASE NOTE:</u> a non-returnable deposit of £ (50% of the total hire cost) is required to secure your booking. This is to be paid no later than:

The balance of payment must be received and cleared no later than 14 days prior to the event. Once the above form is completed please sign and complete the contact details below and return along with any supporting information to: Grampian Transport Museum, Alford, AB33 8AE.

This document constitutes a contract between:

Name:	Signature: for (GTM
Name:	Signature: for t	the Hirer
Group/Club Name:	Date of Agreement:	
Address:		•••••
Postcode: Tel. No:	Mobile Tel. No: Email:	•••••
Title of Event:	Date of Event:	
Arrival Time:	Departure Time:	

This agreement is between the GTM and the named party herein; no event is to be sublet or copromoted.

The term of this agreement shall apply from the granting of approval to use the facilities of the Grampian Transport Museum, for the duration of the event and for a period of 12 months following the completion of the event.

7. CHECKLIST: HAVE YOU ENCLOSED THE FOLLOWING? (Please tick as appropriate)

Completed Ground Plan	Track License for the Event	
Risk Assessment & Controls	Certificate of Registration (e.g. IOPD/MSA/SACU)	
Valid Public Liability Insurance	Permit to hold the Event	
Entertainments License	Track and Paddock Safety Plan	

For official use only:

DOCS

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NOTES: EVENT RISK MANAGEMENT CATEGORY

Grampian Transport Museum Trust provides the use of its facilities to responsible organisations for a variety of events. The Trustees are committed to the safety and welfare of all those who use the facilities including the general public who attend such events. In order that the Trustees can be sure they discharge their formal duties and legal obligations all users of the facilities must declare the nature of their proposed event under the following categories. Each event category will require specific details to be submitted so that the Trustees can be sure their duties have been effectively discharged and the event can be safely enjoyed by participants and spectators alike.

In completing this form and other agreements you do so having declared your activity to be one of the following categories for the purpose of risk management and licencing

Category1:

An activity which uses the track and involves elements of speed and elevated risk. The event is recognised, licensed and permitted by the sports governing body and is to be run under the guidelines of the governing body. An example would be the Alford Sprint run under the auspices of the Motor Sports Association or a motor club that wishes to run demonstrations with an element of speed on the road circuit would be permitted by IOPD. Grampian Transport Museum Trust will hand over the facilities to a registered club or organisation after having first satisfied itself the event will be run under the aforesaid rules and licences, and will be independently verified by stewards. The club or organisation will provide all marshals, scrutineers and stewards and will take full liability for the event.

Category 2:

An activity which is organised or co-organised by the Grampian Transport Museum Trust and will run under GTMT (and IOPD) management systems. Contributors, participants, traders and ride owners will be required to provide information relating to their planned activities, risk assessment and controls. GTMT will be responsible for reviewing the plans and controls and ensuring they are carried out on the day. It is possible that a programme item within this category will fall into category 1. In such cases the specific programme item organiser will be responsible for submitting the information required for this category and demonstrating that the governing bodies' rules will be met during the event. GTMT may provide marshals, steward and scrutineers if required. GTMT will retain responsibility and liability for the main event.

Category 3:

Events where a third party wishes to hire the GTMT facilities for activities other than a Category1 or Category 2 event which is considered to be low risk – for example car club meetings, displays or demonstrations.

Events which are outsourced to be organised and run by event management companies and are low risk to GTMT also fall under this category in which case GTMT will still require documented evidence that risk has been assessed and controls are in place; that insurances are appropriate and valid and that any licences and permits are in place. GTMT will have limited liability for such events.

Revised October 2014

