



# THE TANK MUSEUM

## **TERMS AND CONDITIONS**

In these terms and conditions the phrase “organiser” relates to The Tank Museum and the term “contractor” relates to the person making an application to either trade, exhibit, cater, perform or demonstrate at the museum and/or their employees.

### **Booking & Payment Terms:**

#### **Payment to The Tank Museum (Traders, Exhibitors, Caterers)**

1. Bookings will be made upon receipt of the completed application form, supporting documentation and full payment. Please note that the organiser has the right to refuse booking, even when the above is completed. Confirmation of your booking will follow from the organiser.
2. Full payment of the pitch fee prior to the event (except where commission is negotiated, only a deposit will be paid).
3. All charges listed are exclusive of VAT. VAT should be added when calculating the final charge at a rate of 20%. Payment options are as follows:
  - BACS
  - PAYPAL
  - Credit/Debit can be available on request.
4. A receipt shall be sent to the contractor upon request, when full payment is received by the organiser.

#### **Payment from The Tank Museum (Entertainment & Living History)**

5. All charges negotiated are exclusive of VAT. VAT should be added when calculating the final charge at a rate of 20%.
6. Full payment for entertainment and living history bookings will be made after the event on completion of their services to The Tank Museum unless specifically agreed otherwise.
7. Should a deposit be agreed in advance, the below refund timescale applies.

#### **Cancellations: (All)**

8. All contractors are advised to take out cancellation cover. The organiser is not liable for refunds or compensation in regard to the event including cancellation or curtailment for any reason beyond the control of the organiser.
9. If a contractor fails to occupy the space allocated to them by the required time on the day of the event the organiser reserves the right to reallocate the space. No refunds will be given should the contractor fail to show up.
10. If the contractor chooses to cancel their booking 6 months prior to the event, a full refund will be returned upon request.
11. If the contractor chooses to cancel their booking 3 months prior to the event, 50% of their fee will be returned upon request.
12. If the contractor chooses to cancel their booking less than 4 weeks prior to the event no refund will be offered.
13. FORCE MAJUERE: Should the event be cancelled due to reasons outside of reasonable control of the parties, (to clarify, COVID-19 and changes in government guidance preventing the event from legally being able to go ahead is deemed a case of Force Majeure). The organiser will work with the contractor to mutually agree the most appropriate outcome for both parties, likely a transfer of the event to a new date or a full refund.

Please return completed form to:

The Events Team, The Tank Museum, Bovington, Dorset, BH20 6JG.

Telephone: 01929 405096 ex.233

Email: [events@tankmuseum.org](mailto:events@tankmuseum.org)

### **Pitch & Specification (Traders, Exhibitors, Caterers)**

14. The above terms are based on the original booking for an event. No refund will be offered should the contractor wish to reduce their pitch size after the original booking has been made.
15. If the contractor's pitch requirements change after booking their pitch, this will be subject to availability.
16. The space booked and confirmed by the contractor must include sufficient room for all aspects of their stand, e.g. display units, tables, racking, rails, and accessories. If upon inspection the contractor is found to have breached this condition they will be asked to remove the articles. Failure to do so may result in the contractor being asked to leave the venue.
17. The organiser reserves the right to change the layout and location of the event space without prior notice. The contractor must adhere to the layout confirmed by the organiser.
18. The contractor will have the right to request a pitch within a specific area, but this does not necessarily guarantee the same pitch as in previous years if they are a returning contractor.
19. Preference on space location is provided where possible, however this is under the organiser's discretion and pitch spaces cannot be reserved or guaranteed. The organiser reserves the right to move pitch allocations, regardless of previous discussions if needed.
20. No roving sales are permitted by the contractor unless previously agreed by the organiser.
21. Sub-letting or sub-contracting of pitches by contractors is prohibited.
22. Stands and exhibits are expected to be of a high standard. The organiser reserves the right to remove any untidy stands.
23. Contractors must man stands at all times during the event opening hours.
24. Contractors manning stands alone must be at least 16 years of age.
25. Access routes should not be obstructed by the contractor pitch under any circumstance.
26. Any contractor found to be trading/performing outside of the agreed event hours may have their pitch forfeited by the organiser for the remainder of the event, unless contractually agreed. No refunds or compensation will be given in this instance.
27. All pitches sold by the organiser do not include power or water.
28. If the contractor requires an electricity or water supply for their stand, this should be requested in the booking form. Confirmation will come from the organiser. There is a small charge for this service.
29. Where electricity is required, the contractor will have all equipment PAT tested and cables kept away from general public pathway.
30. The contractor must ensure that they bring extension leads to the site to access power. This will not be supplied by The Tank Museum.

### **Performance/Demonstration Space & Specification (Entertainment & Living History)**

31. The above terms are based on the original booking for an event. Should the contractor wish to reduce their demonstration/performance size or length a discount will be required.
32. If the contractor's space and/or technical requirements change after booking their services, this will be subject to availability. The space and times booked and confirmed by the contractor must include sufficient room for all aspects of their performance including technical equipment and performance/demonstration space. If upon inspection the contractor is found to have breached this condition they will be asked to adjust their set up. Failure to do so may result in the contractor being asked to leave the venue and a refund provided to The Tank Museum.
33. The organiser reserves the right to change the layout and location of the event space without prior notice. The contractor must adhere to the layout confirmed by the organiser.
34. The contractor will have the right to request a space within a specific area, but this does not necessarily guarantee the same space as in previous years if they are a returning contractor.
35. Preference on space location is provided where possible, however this is under the organiser's discretion and spaces cannot be reserved or guaranteed. The organiser reserves the right to move allocations, regardless of previous discussions if needed.

36. No roving sales or performances are permitted by the contractor unless previously agreed by the organiser.
37. Sub-letting or sub-contracting of spaces or sets by contractors is prohibited.
38. Contractors take responsibility of their equipment throughout the duration of the event. The Tank Museum accepts no responsibility to loss or damage of the equipment during the contractor's engagement for the event.
39. Contractors performing must be at least 18 years of age or managed with suitable adult supervision.
40. Access routes should not be obstructed by the contractor's performance space under any circumstance.
41. Any contractor found to be performing outside of the agreed event hours may have their agreement forfeited by the organiser for the remainder of the event, unless contractually agreed. No refunds or compensation will be given in this instance.
42. Where electricity is required, the contractor will have all equipment PAT tested and cables kept away from general public pathway.
43. The contractor must ensure that they bring extension leads to the site to access power. This will not be supplied by The Tank Museum.
44. The contractor agrees to adhere to any sound levels set by the venue in order to ensure licencing requirements are met. Should the contractor fail to do so, their set will be cancelled and no refund will be given.

#### **Security: (All)**

45. Where overnight security is provided, the organiser will advise pre-event. Standard MoD checks are conducted throughout the year, however equipment is left on site at the contractor's risk. The organiser takes no responsibility for damage or loss to items left on site.
46. The organiser has the right to conduct relevant security checks to items or personnel where deemed appropriate.

#### **Health and Safety: (All)**

47. It is the contractor's responsibility to comply with all health and safety and fire regulations. Detailed risk assessments are required for all events. Copies should be sent upon application and must include covid-secure regulations following the most recent government guidance.
48. All stands/performances with high fire risks must have a fire extinguisher present on their stand throughout the event.
49. A minimum of £5,000,000 Public Liability Insurance (including product liability if selling products) is required for all types of contractors with the exception of exhibitors who are not providing any live demonstrations. A copy of this should be sent in at the time of booking. Please note that copies of these documents must be up to date for the event.
50. Caterers are required to provide in date copies of Food Hygiene Certification and rating at the time of booking. Failing to do so will forfeit their right to trade at the event.
51. The contractor is responsible for ensuring that all equipment is safe for the public to view and handle. Any injury obtained from the contractor's equipment or products will be the responsibility of the contractor and not a liability of the organiser.
52. The organiser will provide sufficient first aid cover for visitors on site at the event. Where deemed appropriate, as an employer, the contractor should ensure basic first aid cover is available for their employees.
53. Emergency procedures must be followed in the event of an emergency. Be aware the Museum is on a Military Base and so an emergency can be called at any time within the site, inclusive of the Garrison. All emergencies should be treated as a matter of urgency.
54. No bags should be left unattended at any time. If the contractor witnesses anything suspicious they must advise the organiser. Suspicious activity can come in the form of equipment, but also personnel.

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55. Strictly NO DOGS on the site other than registered Assistance Dogs.

56. The organiser will monitor general health and safety for the duration of the event. The organiser conducts checks were deemed appropriate and ensure all terms and conditions within this document are being adhered to. Failure to comply could result in being asked to leave the site.

57. COVID-19 – The contractor is responsible for adhering to COVID -19 guidelines and ensuring their staff are also implementing guidelines outlined by the organiser. The contractor must provide their own PPE (face coverings and hand sanitiser for the stand).

#### **Products: (Traders, Exhibitors, Caterers)**

58. The contractor is responsible for all equipment brought onto site and for ensuring that all insurances are obtained and contractual obligations met.

59. On no account should any goods be sold/services provided that infringe any copyright or trademarks. Any penalties resulting from failure to comply will be in no way associated with the organiser. Trading standards advice can be found on [www.businesscompanion.info](http://www.businesscompanion.info)

60. Contractors must be on site to receive any deliveries. The organiser will not accept deliveries on the contractor's behalf or supply storage for any items. This includes deliveries of equipment required by the contractors

61. The contractor is responsible for any faulty or mis-described goods sold. The organiser will accept no responsibility for any contractual liabilities of the contractor. In the event of a contractual dispute, the contractor's business details may pass to the "injured party".

62. Goods deemed as unsuitable for public purchase should in no way be brought on site. For example the following are **not** acceptable:

- Bladed items, including swords, knives, bayonets, axes, machetes.
- All Firearms, including air soft, BB, replica and deactivated.
- Missile weapons including bows, crossbows and slingshots.
- Nazi/SS Memorabilia,
- Livestock, tobacco products, radar equipment, age restricted products or items deemed unsuitable by The Tank Museum, MoD or Police.

**If you are concerned about any of your products being unacceptable please contact the organiser pre-event for advice and before booking your space.**

#### **Parking: (All)**

63. Parking areas will be advised by the organiser pre-event.

64. Vehicles are not to be parked in the way of any fire exit, hangar doors, or to block any access gates, roads or public walkways. Any vehicle found to be parked in an out of bounds area will be asked to move. Failure to move the vehicle may result in it being towed away.

65. Contractors are prohibited from parking in the disabled car park and public car park for the event and must move their vehicles to the event support car park as instructed.

66. All vehicle registration numbers should be supplied to the organiser prior to the event date. This includes vehicles on site and any vehicles within the designated event support parking area.

#### **Litter: (All)**

67. Contractors must leave their pitch space in the condition they found it in. Should any damage be made, the organiser will charge the repair cost to the contractor.

68. Contractors are not to leave any waste behind, including food. It is the contractors responsibility to take this away as the organisers are not responsible for clearing this up.

69. Where a refuse point is available, this will be advised by the organiser. Otherwise, all litter should be taken with the contractor post-event.

70. Failure to comply with any of the above could result in a penalty clean up fee **from** £500.00 (ex VAT) and not being invited back to contract at the museum in the future.

**Personal conduct: (All)**

71. The contractor is responsible for any damage to museum property and/or other supplier's equipment on site, taking full responsibility for all measures required to rectify the situation.

72. Whilst on the organiser's site, all persons are to conduct themselves in a professional and courteous manner and must not give offence to others.

73. Contractors are not allowed on any of the vehicles or displays in the museum. Failure to adhere to this may result in them being asked to leave the site.

74. The organiser holds a no tolerance policy to any anti-social behaviour directed towards staff. This behaviour may result in the contractor being asked to leave the site and/or being unable to trade with the organiser in the future.

**General Site Conditions: (All)**

75. The contractor has the same access as visitors, unless advised otherwise pre-event.

76. Any barriers placed in or around the event/function by the organiser must not be moved.

**COVID-19: (All)**

77. The contractor is responsible for ensuring that themselves and all of their staff do not have any symptoms or have been diagnosed with COVID – 19 in the past 14 days or have been contacted by Track and Trace to self-isolate.

78. The contractor is responsible for supplying PPE where necessary.

79. The contractor must provide a COVID – 19 secure risk assessment in advance.