

AGREEMENT

between

**LOCH LOMOND HIGHLAND GAMES
COMMITTEE**

and

WEST DUNBARTONSHIRE COUNCIL

2007

AGREEMENT

between
LOCH LOMOND HIGHLAND GAMES Ltd. a
company limited by guarantee having its
principal office at

.....
.....
.... (hereinafter called " LLHG Committee)

and

WEST DUNBARTONSHIRE COUNCIL
Incorporated under the Local Government etc
(Scotland) Act 1994 and having its chief offices
at Council Offices Garshake Road Dumbarton
(hereinafter called "the Promoter")

WHEREAS:-

- (A) **West Dunbartonshire Council** wishes to hold The 2007 Loch Lomond Highland Games;
- (B) The LLHG Committee has agreed to provide assistance and advice to West Dunbartonshire Council in connection with the holding of such a contest.

IT IS HEREBY AGREED BETWEEN THE PARTIES as follows, videlicet:-

1. DEFINITIONS AND INTERPRETATION

Throughout this Agreement, the following words and expressions shall have the following meanings:-

"Confidential Information"

shall mean the confidential information of Committee which is marked as confidential or which is of its nature confidential including, without limitation, financial information or details of its members and secretaries and whether or not such information is recorded in writing;

"Event "	shall mean The 2007 Loch Lomond Highland Games, organised by the Promoter
"Officials"	shall mean any officials appointed by the Loch Lomond Highland Games Committee
"Site"	shall mean Balloch Castle Country Park,

2. OBLIGATIONS OF PROMOTER

2.1 The Promoter shall promote and hold a Contest at the Site on the **Fourteenth day of July two thousand and seven.** This Agreement shall constitute the LLHG Committee's permit to the Promoter to promote and hold the event, which permit may be suspended or rescinded by the LLHG Committee at any time in the event of non-compliance by the Promoter with any term or terms of this Agreement. In such circumstances the LLHG Committee shall not be liable to the Promoter in respect of any loss or damage sustained by the Promoter as a result thereof and the Promoter shall indemnify LLHG Committee and its Officials in full and on demand in respect of :-

2.1.1 any direct loss or damage sustained by it or they or any of them and

2.1.2 any successful claim or claims made by any third party or parties as

a result or in consequence of such suspension or rescission.

- 2.2. The Promoter shall be responsible for obtaining, and shall obtain, all necessary consents, certificates, permissions, and licences of whatever nature required for the promotion and holding of the Event and shall indemnify the LLHG Committee and its Officials in full and on demand from and against any claim, loss or damage which it or they or any of them may incur, sustain or suffer howsoever arising in relation to or out of or in consequence of the promotion or holding of the Event Such claims, losses or damages shall include but not be limited to losses arising as a result of any failure by the Promoter to obtain, or observe the conditions of any such consent, permission, certificate or licence save to the extent that any such loss or damage arising out of or in consequence of the negligence of the LLHG Committee or its Officials, or relates to death or personal injury so far as attributable to the acts or omissions of the LLHG Committee or its Officials. For the avoidance of doubt:-
- 2.2.1 compliance with all relevant rules and regulations regarding public safety, including but not limited to exit doors, emergency lighting and fire fighting equipment;
- 2.2.2 notifying the local police, ambulance and/or fire authorities where required or arranging appropriate first aid cover;
- 2.2.3 locking and unlocking of any exit doors, securing the premises and the security of any equipment stored or used at the venue Site;
- 2.2.4 cloakroom services and the security of property within such cloakrooms;
- 2.2.5 traffic control to, from and within the relevant venue, including designated car parks and the maintenance of emergency vehicle access, roads and parking areas;.
- 2.2.6 the prevention, in so far as is reasonably practicable, of any crowd disturbance and the ejection of any members of the public in such circumstances;

- 2.2.7 supervision of the queues, entrances or exits, ticket or box offices or at the entrances to or exits from any halls, seating stands or arenas, toilets and refreshment kiosks;
- 2.2.8 supervising entrances and exits in order to prevent admission by unauthorised persons;
- 2.2.9 evacuation of the public on completion of the event and in circumstances of emergency;
- 2.2.10 submission of any personal property;
- 2.2.11 verifying tickets or invitations and removal of any unauthorised persons;
- 2.3 The Promoter shall provide without charge:-
 - 2.3.1 office accommodation acceptable for use by the Officials involved in the administration and conduct of the Event
 - 2.3.2 ground space of an area not less than one hundred and ten metres by seventy four metres in a location acceptable to the LLHG Committee (acting reasonably).

3. OBLIGATIONS OF THE LOCH LOMOND HIGHLAND GAMES COMMITTEE

The LLHG Committee shall arrange for the full range of traditional highland games competitions and sufficient competitors to appear and compete at the Event and shall use all reasonable endeavours to ensure the full range of traditional highland games events are delivered on the day of the Event.

4. FEES

The Promoter shall pay to the LLHG Committee at the above address, not later than fourteen days before the date of the Contest, the sum of **Twenty One Thousand Six Hundred and Eighty Three Pounds Sterling** which shall be the agreed amount for the LLHG Committee's administration costs, prize money, Officials and adjudicators fees and expenses. In the event of cancellation of the Event the sums specified in this Clause 4, under deduction of the expenses specified in Clause 6, shall be repaid to the Promoter within 30 days of request by the Promoter.

5. PAYMENT OF INTEREST

If the Promoter fails to pay any fees or make any other payments due to the LLHG Committee under this Agreement by the due date, the LLHG Committee shall be entitled (without prejudice to any other right or remedy it may have) to charge the Promoter interest on any outstanding fees at the rate of four (4) per cent above the base rate of The Royal Bank of Scotland plc in force at that time from the date that the payment falls due until actual payment is made, together with any other costs or expenses (including reasonable legal expenses) reasonably incurred by the LLHG Committee in securing payment.

6. CANCELLATION

In the event that the Promoter shall conclude that it is necessary that the Event requires to be cancelled, the Promoter shall give notice of such cancellation as soon as possible in writing to the LLHG Committee at the above address and the LLHG Committee shall use its best endeavours to notify all competitors and participants of such cancellation. The Event cannot be cancelled on the day of the Event without the prior agreement of the nominated LLHG Committee Representative(s) on duty at the Event which consent shall not be unreasonably withheld or unduly delayed. If such cancellation shall be found necessary within one month prior to the advertised date of the Event or on the day of the Event the Promoter shall immediately make available to the LLHG Committee at the above address such funds equal to the reasonable expenses and outlays incurred by the LLHG Committee and/or any of the reasonable expenses and outlays incurred by any of the competitors or participants who had undertaken to compete in the Event.

7. RECORDS

The LLHG Committee, for its rights and interests, consents to the Promoter making, for the Promoter's own private use for record or promotional purposes, but not for resale or other commercial exploitation, audio and/or visual records of the Event or part thereof, but does not otherwise consent to the making of any recordings.

8. CONFIDENTIAL INFORMATION

The Promoter shall at all times both before and following the Event, keep private and confidential and shall not use or disclose through any other party (whether for its own benefit or that of any third party) any Confidential Information which has come to its attention as a result of or in connection with this Agreement. This obligation shall not relate to any such information which comes into the public domain or is subsequently disclosed to the public other than through the default of the Promoter, is required to be disclosed by law (and in particular the Freedom of Information 2002 or the Promoter's Standing Orders) or was already in the possession of the Promoter prior to the date of this Agreement.

9. ASSIGNATION

Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party any of the rights, benefits and burdens of this Agreement without the prior written consent of the other party.

10. SEVERANCE

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

11. NOTICES

Any notice required to be given hereunder shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service. Any notice so given by registered or recorded delivery post shall be deemed to have been served three (3) days after it shall have been posted.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Scotland. In the event of any dispute, the parties hereby agree to submit to the non-exclusive jurisdiction of the Scottish courts.

13. ENTIRE AGREEMENT

This Agreement supersedes any previous agreements or understanding between the parties in relation to the holding of The 2007 Loch Lomond Highland Games and represent the entire agreement between the parties in relation thereto and no variation of this agreement shall be effective unless made in writing and signed by an authorised representative of the LLHG Committee and the Promoter

APPENDIX 1

N WITNESS WHEREOF

SUBSCRIBED for and on behalf of
LOCH LOMOND HIGHLAND GAMES COMMITTEE

By

an authorised representative, in the presence of:-

Witness.....

Full Name.....

Address.....

.....

Date.....

SUBSCRIBED for and on behalf of
WEST DUNBARTONSHIRE COUNCIL

By

one of its directors, in the presence of:-

Witness.....

Full Name.....

....

.....

.....

Date.....