

## Appendix B

### Leighton Linslade Town Council (“The Town Council”)

#### Market Trader Disclaimer and Indemnity

##### 1. Background

The Town Council implemented an Adverse Weather Policy which came into force on [insert date].

The Town Council may be required to apply the Inclement Policy or Severe Weather Policy as defined in the Adverse Weather Policy.

This Disclaimer applies to circumstances where the Town Council has applied the Inclement Policy or Severe Weather Policy and in contravention of the Inclement Policy or Severe Weather Policy, you have erected your own stall and traded, without the Town Council’s permission.

##### 2. Disclaimer for personal injury or death

In the absence of any negligence or other breach of duty by the Town Council, erecting your own stall and trading whilst the Inclement Policy or Severe Weather Policy has been applied is entirely at your risk. This means you would be liable for (but not limited to) all unknown, unforeseen, unanticipated and unsuspected injuries, damage, death, loss and liability and the consequences thereof.

##### 3. Disclaimer for loss or damage to property

In the absence of any negligence or other breach of duty by the Town Council, The Town Council is not responsible for any damage, destruction or loss of your property or belongings where you have erected your own stall and are trading whilst the Inclement Policy or Severe Weather Policy has been applied.

##### 4. Insurance

You acknowledge that you must check the terms of your insurance policy to check whether erecting your own stall and trading whilst the Inclement Policy or Severe Weather Policy has been applied invalidates your insurance.

##### 5. Indemnity

I indemnify the Town Council from any and all claims, actions, procedures, costs, expenses, damages and liabilities, including legal fees, brought as a result of me trading where the Inclement Policy has been applied. I agree that this document may be pleaded as a bar to any action, claim or proceedings taken at any time against the Town Council by me.

**IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS DISCLAIMER AND INDEMNITY BEFORE SIGNING. IF THERE IS ANY TERM YOU DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH THE TOWN COUNCIL BEFORE SIGNING.**



The White House, Hockliffe Street, Leighton Buzzard, LU7 1HD

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Signed .....

Printed Name .....

Date .....

**IN THE EVENT THAT THIS DISCLAIMER AND INDEMNITY IS NOT SIGNED, THE TERMS WILL NEVERTHELESS APPLY IN FULL.**