

2022-23 Newbury Town Promotional Activity Booking Form

COMPANY DETAILS	
COMPANY NAME	
CONTACT NAME	
ADDRESS	
POSTCODE	
TELEPHONE NUMBER	
EMAIL ADDRESS	
ACCOUNTS CONTACT NAME	
CHARITY NUMBER	
EVENT / PROMOTION DETAILS	
NAME OF EVENT / PROMOTION	
DESCRIPTION OF EVENT / PROMOTION	
SIZE OF DISPLAY in metres	
EVENT LOCATION	
PLEASE TICK ONE: Northbrook Street (<input type="checkbox"/>) Bartholomew Street (<input type="checkbox"/>) Market Place (<input type="checkbox"/>) Other (<input type="checkbox"/>)	
EVENT START DATE	EVENT FINISH DATE
ARRIVAL TIME	DEPARTURE TIME
ELECTRICITY REQUIREMENT (Market place only) No OF HOURS (<input type="checkbox"/>) @£5.00 PER HOUR (by separate agreement with Newbury Town Council only)	
2020/21 PRICING EXCLUDING VAT (Prices are subject to annual review)	
Daily Rate	Big Brand Activity -i.e. company employs 500 workers or more
Mon/Tue/Wed £125 +VAT	£220 +VAT
Thu/Fri £150 +VAT	£245 +VAT
Sat/Sun £200 +VAT	£350 +VAT
Full Week £650 +VAT	£800 +VAT
Payment should be made via BACS to Newbury Bid's Account as follows: - Sort Code: 30-95-89 Account Number: 31341660	

Registered charities, voluntary organisations, religious groups and political parties may also be granted discounted rates. Half evenings are available upon request but are normally only offered during special promotional evenings or late-night shopping nights, e.g. Christmas.

Terms and Conditions of Use for Hire

A copy of your Public Liability Insurance Cover (minimum of £5m Public Liability) and a completed activity and site-specific risk assessment must be submitted with application once you have read and signed our terms and conditions below. We must receive your completed form along with PLI confirmation, risk assessment and payment in full no later than 28 days before your booking date.

1. Public Liability Insurance

1.1 No liability whatsoever shall be attached to Newbury BID or West Berkshire Council. All participants using the Exhibition Sites do so on the condition that they indemnify Newbury BID against any claims that may be brought by any person or persons for any damage, loss or injury because of their use of the Exhibition Sites. Therefore, you are required to supply a copy of your Public Liability Insurance (minimum £5 million), at the time that you complete your application form. Public Liability Insurance is required for all events unless otherwise waived in writing after agreement from the Newbury BID CEO in exceptional circumstances only.

2. Health and Safety

2.1 Risk Assessments are sent by you, to allow overview and agreement by Newbury BID and West Berkshire Council, especially where a road closure order may be required as a condition of consent. Without this, your event may be cancelled. Therefore, you will need to build this into your event planner. Bookings will not be confirmed before the risk assessment has been signed off. Your risk assessment must include details of Covid-19 measures such as social distancing and sanitisation

2.2 Any large-scale events, which have public interaction, must have the agreement of the Newbury BID Team, the premises licence holder for West Berkshire Council and West Berkshire Council Events Safety Advisory Group, via the Newbury BID team. For large scale events, an Event Safety Plan must also be submitted along with a Site Plan at least 3 months in advance. Event organisers may be invited to attend the West Berkshire Council Safety Advisory Group to discuss their plans. If any individual authority has objections on safety grounds, Newbury BID hold the right to cancel the event at any time upto the date of the booking.

2.3 Ensuring that all Information relating to caterers and food preparation is passed to the West Berkshire Council's environmental health officers at least 14 days before the booking

2.4 Obtaining approval from the BID for the use of generators and ensuring that any generators permitted are operated in a safe manner, are separated from the public, or are protected by suitable covers or barriers. All generators must be inspected and have a valid Electrical Safety Certificate. No petrol generators will be allowed on site without the prior written consent of the BID.

f. Ensuring that appropriate safeguarding arrangements are in place in relation to children and vulnerable adults.

3. Payment of Charges

3.1 Please remember that delaying your payment may result in loss of your provisional booking. Prices are correct at time of going to print and are subject to annual review. The hirer is responsible for paying all fees and charges in full upon receipt of the invoice. If payment is not received 14 working days in advance of the booking, Newbury BID reserves the right to cancel the booking.

3.2 Events requiring only a half evening booking are available upon request (confirmation needs to be subject to licence holder's consent). The half evening rates are normally only available during special promotional evenings or late-night shopping nights, e.g. Christmas.

4. Noise

4.1 Loudspeakers/amplifiers shall only be used if specifically authorised by Newbury BID. All electrical equipment must be PAT tested and this needs to be clearly identifiable.

5. Exhibits, Fitments and Fittings

5.1 If the event is exceptionally large, e.g. over 10 sq. metres, you must specify this and send your event site layout/ site plan proposing your plan with your booking form. Newbury BID has template maps and sizes of the event sites. These are available upon request. Please contact Newbury BID for a copy.

5.2 Any gazebos or formal demonstration marquees MUST always be securely weighted down.

5.3 It is the participant's responsibility to ensure that no damage is caused to the fabric of the Sites - e.g. provision must be made for oil spillage etc. In the event of any damage caused by the event, the user shall meet the whole cost of any reinstatement, repairs to surfaces, cleansing, etc. Any damage must be paid for in addition to the above rates. This will be invoiced after the event has taken place and after both parties' insurers have assessed any damage. The site shall be left in a clean and in a tidy condition.

5.4 No chalk to be used to mark flooring or paving.

5.5 Nothing to be attached or suspended from or to the clock tower or any of the lamp columns or retail units or buildings.

5.6 No guy ropes or pins to be used in the paved areas of the town centre.

5.7 No 'A' Boards are permitted.

6. Literature

6.1 No fixtures to be attached to street lighting, this includes posters. No fly posters to promote events are allowed anywhere within the borough other than approved display sites. Anyone caught doing so can be liable for prosecution and the beneficiary of any such advertisement will be charged the full cost to the Council for its removal. It is an Offence under section 224 (3), of the Town and Country Planning Act 1990 and the Highways Act 1980. It also is found within The Antisocial Behaviour Act 2003, which states a fixed penalty notice can be made.

7. Street Collection & Canvassing

7.1 Anyone involved in street collection or canvassing in the town centre must have a maximum of 4 persons per organisation and must remain within 1 metre of their allocated space. Anyone that is found breaching may be asked to leave immediately.

A Street Collection Permit will be required from West Berkshire Council for any charitable collection. Only one collection per day will be permitted on any one street at any one time. There is no fee payable to the Council for the grant of a street collection.

8. Market Research

8.1 For all Charities and Market Research Groups, there is a maximum of 4 people at any one time. Anyone that is found breaching may be asked to leave immediately.

8.2 Collection of Direct Debit details is acceptable, but no monies can be exchanged in the event arena by cash, vouchers, cheques or credit card. You are also required to secure the bank details of your future customers and comply with your own data protection statement and any current data protection legislation.

8.3 The charge for carrying out brand activity is subject to only 4 individual employees as a maximum and relates to the day of the research being carried out. Please see the pricing schedule.

8.4 It is the responsibility of the hirer to ensure they comply with the General Data Protection Regulations (GDPR).

9. Conduct of Business

9.1 All events are to be on site before 09:30 and must leave after 17.00, as the road is pedestrianised from 10:00-17:00. This is strictly monitored to ensure the safety of the members of the public that visit the town centre. Some exceptions are made but only after discussion and agreement with Newbury BID. The exhibition/infrastructure must not be left unattended. Advance details of vehicular access must be submitted to Newbury BID at least 7 days in advance of booking so that West Berkshire Council can be notified

9.2 The Sites are intended for exhibition or display purposes. No retailing activities are allowed without prior permission under the Highways Act 1980 part vii A, and the Local Government (Miscellaneous Provisions) Act 1982. Participants shall use only the space allocated.

9.3 No one product or event will be given total exclusivity of product or event during a whole year's event calendar. The event may be refused on this basis.

9.4 The hirer of the event site shall observe any instructions given to them by a representative of the Council or Newbury BID as and when requested. This would normally only relate to emergency incident advice and any pertaining control measures.

9.5 Agreed event sites may be changed at short notice by Newbury BID. This may occur if there is; e.g. emergency highway works or circumstances that are out of our control. Consideration will always be given to your initial event site request but sometimes a second event site option may be offered to you. No refund will be given if an alternative location can be provided.

9.6 Hirers must not block access to shops and businesses in the area, nor distract customers from entering business premises.

9.10 Hirers must remove from the venue all waste and litter generated by the booking

10. Cancellations

10.1 We reserve the right to withdraw permission given for any event or exhibition if: - Any of the conditions listed are not met.

- If the use of site space is later deemed in contradiction of the previously agreed event.

- If the Emergency Services require town evacuation, or if late notice of emergency highway works require event closure. An alternative site or an alternative date may be offered.

10.2 No refunds will be given following a breach of these conditions. No refunds will be given in the event of you paying and then cancelling the event. No refunds will be given if your event does not arrive as planned and booked.

10.3 Full fees will be charged for bookings cancelled less than 14 days before booked date. Refunds or an alternative date will be considered if Newbury BID have to cancel your event due to exceptional circumstances.

10.4 Newbury BID shall not be liable for any default due to an act of god, war, strike, lock out, industrial action, fire, drought, tempest or other act beyond our reasonable control.

11. Electricity Supply

11.1 Electricity is available upon request at certain sites at £3.50 per hour. Please contact the Newbury BID office for more information.

12. Vehicles

12.1 Large and heavy vehicles over 7.5-ton in weight and without the appropriate number of axles comparable and safe to the vehicle's weight, are not permitted on certain event sites. Any vehicles over this weight limit may be housed at a different site. If in doubt, please contact Newbury BID.

12.2 Exhibition vehicles shall be properly fitted as display vehicles and all precautions taken to ensure the safety of people viewing the exhibition.

12.3 The only vehicle(s) allowed onto the Sites are those that form part of the display. Our sites do not allow provision for the parking of private vehicles owned by personnel manning the display. Local car parks must be sought for your non-event vehicles. A map showing local car parks can be provided upon request.

12.3 Event vehicles that are required to set up the night before the event must seek prior approval from Newbury BID

13. Road Traffic Orders

13.1 This consent does not override any traffic or highway regulation currently in force.

13.2 All events must recognise the need for emergency vehicle access and must not obstruct entrance and exits. Access must always be available for the emergency services. Anyone obstructing the access will be removed immediately.

13.3 Maximum speed limits whilst on the highway and in the public space is no greater than 5 miles per hour. – any vehicles moving in a pedestrianised area should be escorted by a responsible person walking in front of the vehicle to ensure clear passage. Any reversing will similarly require a banksman.

13.4 Any event requiring the restriction of traffic will need to apply to West Berkshire Council for a Temporary Traffic Regulation Order. Details of the event should be sent to trafficandroadsafety@westberks.gov.uk as soon as possible and no later than 1-month before the event.

14. Managing the Booking

The Hirer is responsible for managing all aspects of the proposed Event. This includes but is not restricted to:

- Supervising and controlling Booking participants, officials, and spectators
- Having sufficient stewards and officials to fulfil Booking Conditions and Covid-19 social distancing measures
- Ensuring that pedestrians have unrestricted access to any public footpath and highway located within the Venue, unless a closure has been agreed and advertised, and that vehicles do not obstruct any public footpath or public highway.
- Ensuring that only essential and/or agreed vehicles are onsite
- Ensuring that all the required utility services and provisions are arranged with relevant third parties and the BID is notified of such arrangements.
- Ensuring that no noise nuisance is caused to occupiers of properties surrounding the Venue or in the immediate area
- Ensuring that all unwanted liquids are removed from the Venue and not emptied into the sewage system or on the Venue
- Ensuring that the Booking ends at the time agreed and that the Venue is fully cleared by a time and date specified on the event application form and agreed with the BID.

15. Prohibitions

The following are prohibited under all circumstances:

15.1 The sale, exchange, or exhibition of:

- pornographic material
- replica guns
- baseball bats or other items which could be construed as offensive weapons
- cigarettes or smoking equipment or e-cigarettes

15.2 Use of glass drinking vessels.

15.3 The following are prohibited unless the prior written consent of the BID has been received:

- Sale or consumption of alcoholic drinks. Temporary event notices must also be obtained from West Berkshire Council in advance
- Exhibitions, performances or entertainments in which animals are or might be involved
- Highflying objects. Approval must also be approved from the Civil Aviation Authority and the local airport/s
- Fireworks or any article of an inflammable or explosive nature
- Games of chance, sweep stakes, lotteries or betting of any kind
- Commercial traders
- Release of balloons and lanterns
- BBQs

16. Amendments/Review of Terms and Conditions

16.1 Terms and conditions may be subject to change annually.

I accept and agree to your terms and conditions attached herewith for this booking.

Signed Printed

Position

Data Protection

The information you provide will be used to book and secure our facilities and may be disclosed to debt collection agencies or West Berkshire Council's Legal Department, for pursuing unpaid debts.

We may also use any information to comply with any other enforcement agency requests, such as other government agencies (e.g. Benefit Agencies or Trading Standards Departments), Police Authorities, Customs and Excise and Immigration Services.

Our privacy policy can be viewed here: <http://www.visitnewbury.org.uk/governance.html>