



NewquayCouncil

CorporateService

Venue Booking Form

NAME OF EVENT: Charity/ Business/ Personal (Please state)			
NAME OF ORGANISATION:			
APPLICANT NAME:			
APPLICANT ADDRESS:			
APPLICANT EMAIL ADDRESS:			
APPLICANT TELEPHONE NUMBER:			
DATE OF EVENT:			
START TIME:		FINISH TIME:	



TYPE OF EVENT:

(Please circle)

COMMERCIAL/CIC COMMUNITY PRIVATE CHARITY OTHER (PLEASE SPECIFY)

BRIEF DESCRIPTION:

ESTIMATED MAXIMUM NUMBER OF PEOPLE LIKELY TO ATTEND INCLUDING STAFF:

TYPE OF AUDIENCE EXPECTED:

WHO WILL PROVIDE FIRST AID COVER DURING THIS EVENT?

(Please provide a full name, address and telephone number)

WHAT SAFETY EQUIPMENT DO YOU INTEND TO USE?

Proof of qualifications & insurance cover will be required.

HOW WILL YOU BE DISPOSING OF ANY LITTER CREATED FROM THE EVENT?

Please note that failure to remove litter may result in you not being granted permission to hold future events.

<p>IS TRAFFIC CONGESTION LIKELY TO HAPPEN?</p> <p>(Please circle answers)</p>	YES	NO
<p>IF YES THEN PLEASE LIST WHICH ROADS WILL BE AFFECTED?</p>		
<p>DO YOU NEED A TRAFFIC MANAGEMENT PLAN?</p>	YES	NO
<p>DO YOU REQUIRE THE USE OF A COUNCIL CAR PARK?</p> <p>(Please circle)</p> <p><i>If you wish to use it as anything other than pay & display please contact Cornwall Council's Car Parks Team on 0300 1234 222.</i></p>	YES	NO
<p>DO YOU PLAN TO HAVE STALLS SELLING GOODS?</p> <p>(Please circle)</p> <p><i>If you answer YES to any of these questions you may need a licence from Cornwall Council's Licensing Team. Please contact 0300 1234 212 for further advice</i></p> <p><i>We may also ask you to provide evidence that you have obtained the appropriate licences prior to permission for your event being granted.</i></p>	YES	NO
<p>WILL YOU BE BRINGING A TRAILER WITH YOU?. THERE ARE NO TRAILERS/WHEELS ALLOWED ONSITE</p>	YES	NO

<p>DO YOU PLAN TO SELL ALCOHOL ON SITE?</p> <p>(Please circle)</p>	YES	NO
<p>DO YOU PLAN TO PROVIDE MUSIC ON SITE?</p> <p>(Please circle)</p>	YES	NO
<p>DO YOU PLAN TO CHARGE AN ENTRANCE FEE?</p> <p>(Please circle)</p>	YES	NO
<p>DO YOU PLAN TO UNDERTAKE ANY CHARITABLE COLLECTIONS/ASK FOR DONATIONS?</p> <p>(Please circle)</p> <p><i>If you answer YES to any of these questions you may need a licence from the Public Health & Protection Team. Please contact 0300 1234 212 to discuss in further detail.</i></p>	YES	NO
<p>DO YOU PLAN TO PREPARE FOOD ON SITE?</p> <p>(Please circle)</p> <p><i>If you answer YES to any of these questions you may need a licence from the Public Health & Protection Team. Please contact 0300 1234 212 to discuss in further detail.</i></p>	YES	NO

<p>Please circle if its hot or cold food. If hot how will you prepare/keep hot?</p>	<p>HOT</p>	<p>COLD</p>
<p>DO YOU INTEND TO USE ELECTRICITY/GAS?</p> <p>(Please circle)</p> <p>Further safety advice regarding the use of electricity/gas is available from www.hse.gov.uk</p>	<p>YES</p>	<p>NO</p>
<p>NO GENERATORS ALLOWED ONSITE</p>		
<p>DO YOU WISH TO SELL FOOD AND DRINKS ON SITE?</p> <p>(Please circle)</p> <p><i>If you answer YES to any of these questions you may need a licence from the Public Health & Protection Team. Please contact 0300 1234 212 to discuss in further detail.</i></p>	<p>YES</p>	
<p>Please circle if its hot or cold food</p>	<p>HOT</p>	<p>COLD</p>
<p>DO YOU INTEND TO SELL FOOD PAST 2300 HOURS?</p> <p>(Please circle)</p>	<p>YES</p>	<p>NO</p>

<p>DO YOU PLAN TO USE FIREWORKS?</p> <p>(Please circle)</p> <p><i>If yes, then these need to be set up & lit by fully trained professionals. A specific risk assessment for fireworks is always required.</i></p>	YES	NO
<p>DO YOU INTEND TO USE A MARQUEE/STAGE/ANY OTHER TEMPORARY STRUCTURE AT THE EVENT i.e. Bouncy Castle?</p> <p>(Please circle)</p> <p><i>The Town Council can provide the Hire of its Marquee to the hirer, see separate Marquee Hire Form.</i></p>	YES	NO
<p>DO YOU REQUIRE THE USE OF PUBLIC TOILETS?</p> <p>(Please circle)</p> <p><i>There may be a charge for additional opening/cleansing of the Town Council Toilet Facilities at the Killacourt. For events which will host 500+ the Hirer must provide its own Toilet provision.</i></p>	YES	NO
<p>HAVE YOU UNDERTAKEN ANY CONSULTATIONS WITH INTERESTED PARTIES i.e. residents associations, local businesses? If YES who with?</p>	YES	NO
<p>HAVE YOU OBTAINED APPROPRIATE INSURANCE COVER FOR THE EVENT OF A MINIMUM OF £5 MILLION (£10 MILLION IF THE EVENT IS WATER BASED)</p>		

You must obtain appropriate insurance prior to commencement of the Event and provide proof to us or your booking will be cancelled.

Emergency contact on the day of the event.....

Telephone number.....

The attached terms and conditions of hire will apply to your booking. By submitting this form you warrant that the information provided is correct and that you have authority to bind the organisation named.

Before sending this form back please make sure you have you included:

- Risk assessment, NOPS, EAPs, Method Statements
- Evidence of medical qualifications (if necessary)
- Any necessary licenses from Cornwall Council
- Details of any vehicular movements on or around the site (weights, number of vehicles, types of vehicles etc.)
- Signed the Terms and Conditions of Hire as part of this Booking Form

Please return at least 3 months prior to your event to:

corporateservice@newquay.town or by Post to:

Newquay Town Council, Municipal Offices, Marcus Hill, Newquay TR7 1AF

Terms and Conditions of Hire

1 Definitions and interpretation

1.1 In this Agreement the following words or phrases have the following meanings:

Applicable Laws	relevant laws, regulations and statutes relating to the Venue and its use
Booking Confirmation	The written confirmation of the booking sent by Newquay Town Council to the Hirer
Event	the event provided taking place at the Venue provided in the Booking Confirmation
Hirer	The organisation or individual applicant (where applicable) named in the Booking Confirmation
Licence Fee	the fee inclusive of VAT payable to Newquay Town Council calculated in accordance with a daily rate payable for each daytime (8-hour period) of the Licence Period or part thereof
Licence Period	the period of use of the Venue commencing with the start time and ending with the finish time provided in the Booking Confirmation
Licences	licence for the sale of tobacco, alcohol and/ or gambling and all required licences from any competent authority relating to the staging of the Event at the Venue
Regulations	The regulations relating to the use of the Venue imposed by Newquay Town Council from time to time and notified to the Hire

Security Deposit

the refundable sum payable by the Hirer to Newquay Town Council set out at Schedule 1 which will be retained to compensate for the Hirer's breach of this Agreement

Venue

The location described in the Booking Confirmation together with the surrounding public concourses and walkways, car parks and other facilities

2 Commencement

This agreement commences when Newquay Town Council confirm the booking in writing to the Hirer ('**Booking Confirmation**'), at which point both parties will be bound by these terms.

3 Fees and payment

- 3.1 The Licence Fee plus VAT, Electrical Fee, Security Deposit and Administration Fee are payable at least 30 days prior to the commencement of the Licence Period.
- 3.2 Invoices validly raised are to be paid on presentation.
- 3.3 In the event the Hirer is in breach of clause 4 of this Agreement, this Agreement may be terminated by Newquay Town Council without further liability to the Hirer.

4 Licensor's obligations

- 4.1 On the commencement of the Licence Period to give access to the Venue to the Hirer free from obstructions and in satisfactory condition.
- 4.2 To comply with the Applicable Laws and the rules and regulations of any local or other competent authority where a breach would restrict or prevent the staging of the Event.

5 Hirer's obligations

- 5.1 To use the Venue only for the purpose of staging the Event.
- 5.2 Not to use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may

become a nuisance to Newquay Town Council or the owner or occupier of any neighbouring property.

- 5.3 Not to do anything which might invalidate any insurance maintained by Newquay Town Council or the Hirer in respect of the Venue or Event of which Hirer is aware or which might increase the insurance premium payable for the Venue by Newquay Town Council for the Venue.
- 5.4 Not to bring on to the Venue or any part of it any animals without the prior consent of Newquay Town Council.
- 5.5 Under no circumstances are generators to be used by anyone on the site.
- 5.6 Every effort must be made by all event organisers to not duplicate the Retail offerings which are already on site.
- 5.7 Hot food and drink sales are only permitted by prior arrangement.
- 5.8 To observe applicable laws relating to the Event.
- 5.9 At its own cost to comply with the requirements of the Health and Safety Executive in relation to the Event.
- 5.10 To ensure the Event is conducted safely and to monitor the risk of injury or damage to property.
- 5.11 On becoming aware of the risk of or occurrence of injury or damage to property caused by the Event to take steps to control, suspend or cancel the Event and to notify Newquay Town Council immediately.
- 5.12 Pay to third parties the cost of making good damage caused by the Event.
- 5.13 At the end of the Licence Period to remove all the Hirer's goods, waste and other materials in the Venue and vacate and hand back the Venue cleared within 24 hours and to reinstate the Venue to good and clean condition within 48 hours. In default the Hirer shall pay to Newquay Town Council the applicable daily rate set for every day or part of a day during which the default exists and shall indemnify Newquay Town Council against any costs, damages or liability incurred by Newquay Town Council.
- 5.14 Not to park on or obstruct the access ways giving access to the Venue.
- 5.15 No vehicles of any kind are permitted on the site. All unloading must take place on adjacent public roads. **Only an emergency vehicle such**

as an 'ambulance' is allowed on hard standing at entrance to Killacourt if required for the event, only by prior agreement with NTC. ~~Trailers may be permitted on the paved area at the top of the site but only by prior agreement and only if be essential to the event.~~

- 5.16 Access to the retail units and café must be maintained at all times.
- 5.17 To produce to Newquay Town Council not less than 90 days before the commencement of the Licence Period details of all equipment and items to be suspended from or affixed to the roof, walls, floor or other structural parts of the Venue. **Also a site plan**
- 5.18 Not to make any alterations or attachments or additions to the Venue without prior written permission from Newquay Town Council and to ensure that anything erected at the Venue is properly constructed of sound materials, safe for its likely use and regularly supervised and inspected.
- 5.19 To ensure that the Event takes place during the Licence Period and to use its best endeavours to ensure that all persons have left the Venue not later than the time set out in the Booking Confirmation.
- 5.20 To ensure that the maximum number of persons in the Venue other than the participants, security staff, technicians and personnel of Newquay Town Council does not exceed the maximum permitted, such arrangements to be approved by Newquay Town Council not less than 90 days before the commencement of the Licence Period.
- 5.21 To obtain the prior written approval of Newquay Town Council to any publicity material proposed to be issued in relation to the Event. **No Aboards are allowed onsite**
- 5.22 Where applicable to the Venue, to ensure an area 8 foot wide is kept clear around the band stand which must not be used without prior permission of Newquay Town Council. **The site cannot be closed off all entrances must be maintained as it is designated an open space.**

6 Newquay Town Councils' rights

- 6.1 The rights provided to Newquay Town Council in this clause are without liability to the Hirer.
- 6.2 To prevent access to or to remove from the Venue any person acting in a way which may cause a breach of the peace or may be considered to be harmful, undesirable or offensive.

- 6.3 To prevent access to or to remove from the Venue any person who in the opinion of Newquay Town Council either unreasonably refuses to permit themselves or their possessions to be searched on entering the Venue or poses a security risk or who infringes the Regulations.
- 6.4 Where, in the reasonable opinion of Newquay Town Council, any situation or action or event which is likely to occur or does occur during the Licence Period is a breach of the Hirer's obligations under this Agreement or may constitute a danger to public safety including the safety of the persons present at the Event, the right to cancel, suspend or control the Event.
- 6.5 The right to inspect, repair and improve the Venue with consequent inconvenience to visitors provided that Newquay Town Council in exercising this right shall have regard to the representations of the Hirer.
- 6.6 To undertake works that do not materially interfere with the Event.
- 6.7 The right after 24 hours after the end of the Licence Period at the cost of the Hirer to remove from the Venue and to store all structures, goods, equipment, waste and other materials brought onto the Venue by the Hirer or its contractors or employees and after 48 hours after the end of the Licence Period to dispose of the same at the cost of the Hirer.

7 Force majeure

- 7.1 If an event beyond the control of Newquay Town Council will prevent it from fulfilling the substance of its obligations under this Agreement then Newquay Town Council will ensure that the Hirer is aware and the Hirer shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend this Agreement by notice in writing to the Hirer.
- 7.2 In the event of cancellation or suspension pursuant to clause 7.1 above Newquay Town Council shall be under no liability to the Hirer for loss sustained. The Hirer shall in the event of cancellation be under no liability to Newquay Town Council in respect of its future obligations under this Agreement and in the event of suspension shall be relieved of their obligations under this Agreement for the period of such suspension (but without prejudice to the rights of either party in respect of any claim accrued under this Agreement until the date of the commencement of the cancellation or suspension).
- 7.3 Newquay Town Council may also suspend, control or cancel the Event on the occurrence of an event beyond their control.

8 Assignment

The Hirer shall not be entitled to assign, dispose of or deal with the whole of its rights and obligations under this Agreement.

9 Insurance

9.1 The Hirer shall at its own expense during the Licence Period effect and maintain with an insurance office of repute:

9.1.1 public liability insurance with an adequate indemnity limit of not less than £5 million in respect of any one claim;

9.1.2 insurance of the Venue in an adequate sum in respect of all normal commercial risks;

9.1.3 where not covered by the insurances obtained above, insurance against loss of or damage to the property and effects of the Hirer, its sub-licensees and their respective contractors, sub-contractors and agents and against death, injury, loss or damage suffered by employees of them or to their property or against any consequential loss suffered by them.

9.2 Prior to commencement of the Licence Period the Hirer shall produce to Newquay Town Council details of the insurance maintained including copy documents of the certificate of cover and policy schedule.

9.3 Breach of this clause 9 shall entitle Newquay Town Council to terminate this agreement immediately without notice and without further liability to Newquay Town Council.

10 Termination by Newquay Town Council

10.1 Other than where specified in this agreement, Newquay Town Council may terminate this Agreement immediately on notice without further liability in the event that:

10.1.1 the Hirer is in material breach of any of its obligations under this agreement; or

10.1.2 commits a series of breaches of this agreement which when taken together are sufficiently serious to amount to a material breach.

11 Termination by the Hirer

11.1 The Hirer may terminate this agreement at any time on written notice. Refund of the Licence Fee and Administration Fee will be provided as follows based on the time to commencement of the Licence Period from the date notice of cancellation is received by Newquay Town Council:

11.1.1 28 days or more – full refund;

11.1.2 14 days or more – 50% refund; or

11.1.3 Less than 14 days – none.

11.2 Clauses 1, 3, 5, 6, 8, 9, 10, 12 and 13 shall survive termination of this agreement by either party.

12 Limitation of liability

12.1 Nothing in this agreement shall limit or exclude Newquay Town Council's liability for:

12.1.1 death or personal injury caused by its negligence;

12.1.2 fraud or fraudulent misrepresentation; or

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 13.1, Newquay Town Council's total liability to the Hirer where the Hirer is acting other than as a consumer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the sums paid by the under this agreement.

13 Indemnity

13.1 Other than in accordance with clause 13.1 the Hirer shall indemnify Newquay Town Council against:

13.1.1 claims which may be made against Newquay Town Council in respect of the Event; and

13.1.2 losses Newquay Town Council incurs as a result of the Hirer breaching this agreement

13.2 Newquay Town Council may retain part or all of the Security Deposit in part or complete satisfaction of that indemnity and may demand the balance from the Hirer.

14 Notices

Notice under this Agreement shall be deemed given when delivered by hand, by email when transmission is confirmed or on the second business day after posting if sent by mail.

15 Rights of third parties

A person who is not a party to this Agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 Governing law and jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of England whose courts are the courts of exclusive jurisdiction.

Schedule 1 – Venue Hire

Licence Fee

Event Type	Fees per day.
	VAT will be applied to all hire charges
ZONE1 ALL LAND TO LEFT OF THE SITE see map	
Commercial/CIC	£185.00 PLUS vat
Commercial Electrical Usage	£75.00 plus VAT
Charity	£50.00 (Administration Fee) PLUS vat
Charity Electrical Usage	£50.00
Security Deposit	Commensurate with location of the Event and the risk of damage it presents.
ZONE 2 Bandstand	
Commercial /CIC	£85.00 plus VAT
Charity	£ 50 PLUS VAT
ZONE 3 (3 small patches at bottom of site) see map	
COMMERCILA/CIC	£85.00 plus vat
Commercial electric use	£50.00 plus vat
CHARITY	£25.00.00
Charity electrical use	£25.00
Optional	
2.3 metre Pedestrian Barrier	£10.00 per barrier
Deckchairs (50 in total)	£50.00

1 Concessions

Whether the Hirer is entitled to a concession in accordance with the above table is at the discretion of Newquay Town Council who will notify the Hirer prior to providing a Booking Confirmation.

2 Security Deposit

2.1 The amount of the Security Deposit will be notified to the Hirer prior to providing a Booking Confirmation.

2.2 Provided that no loss or damage has been incurred by Newquay Town Council the Security Deposit will be returned by cheque no later than 4 weeks after the Licence Period ends.

2.3 Where any loss or damage has occurred the Security Deposit will be retained and the balance returned within 4 weeks after the full costs have been incurred by Newquay Town Council.

I/We acknowledge I/We have read the conditions of Hire and undertake, on this application being granted, to comply in all respects with the Conditions. In addition, the signatory signs this indemnity to hold harmless Newquay Town Council, its officers and agents from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them, arising out of or in relation to the hire/use of Newquay Town Council facilities.

Signature (Hirer)

Date

Privacy Notice

Newquay Town Council takes your privacy seriously. This notice explains when and why we collect person information, how we use it, the conditions under which we may disclose it to others and how we keep it secure. Any questions regarding this notice should be sent by email to:

dpo@newquay.town

Who will control my data?

Newquay Town Council will control your data.

How do we collect information from you?

When you complete your application form, personal data within the form will then be collected and processed.

Why do we do this?

Newquay Town Council will hold and process your personal data for the purposes of reviewing this venue hire application.

What type of information is collected from you?

The personal information we collect will include;

- Your name, address, telephone number, email address.
- Insurance provider (through a copy of your insurance certification)
- Names and details of key people within your organisation (through Risk Assessments/Event Management Plans/Traffic Management Plans).

How we may use your personal information

We will only use your personal information to:

- Review and process your application.
- Notify you of relevant Council policies and procedures relating to your application.
- Contact you regarding any further enquiries we may need to make to clarify information which has been submitted.
- Notify you of any changes to the privacy notice

Who has access to your information?

Only Newquay Town Council, it's Officers and members, have access to your information. We may need to share this with our Internal and External auditors as part of the Annual Return however we will not share your information with any third party unless you have been notified of this through a change to our privacy notice.

How we will look after your data

Access to your information will only be made to Newquay Town Council to process it for the purposes outline in this privacy notice.

Notification of privacy notice changes

We may update this privacy notice to reflect changes to our information practices. If we make any material changes we may notify you by email (sent to the email address you have provided us).

What are my data rights?

Your personal information belongs to you and you have the right to:

- Be informed of how we will process it

- Request a copy of what we hold about you and in the format you request, for example by email or letter
- Have it amended if it is incorrect or incomplete
- Have it deleted (where we do not have a legal requirement to retain it)
- Withdraw your consent if you no longer wish us to process it
- Restrict how we process it
- Object to us using it for marketing or research purposes
- Object to us using it in relation to a legal task or in the exercise of an official authority
- Request that a person reviews an automated decision where it has an adverse effect on you. (No automated decisions are made)

How long will you keep this information for?

We will keep your data for as long as is required to process your application from submission to completion of the event and the end of the relevant financial year for audit purposes.

How do I exercise these rights?

If you would like to access any of the information we hold about you or have concerns regarding the way we process your information, please contact Newquay Town Council:

Email: dpo@newquay.town

Post: Municipal Offices, Marcus Hill, Newquay TR7 1AF

I don't agree with something

We would prefer any complaints to be made to us initially so that we have the opportunity to see if we can put things right. However, if you are unhappy with the way we have processed your information or how we have responded to your request to exercise any of your rights in relation to your data, you can raise your concerns direct with the Information Commissioners Officer.

Tel: 0303 123 1113

<https://ico.org/concerns>

Please mark 'X' below if you understand how your data will be processed and stored and therefore give your explicit consent for Newquay Town Council to hold your data in accordance with this Privacy Notice.

Yes	<input type="checkbox"/>
-----	--------------------------

No	
----	--

For office use only:

Date Received:	Deposit Received:	All supporting documentation received:	Full Payment received:	Documentation signed:

Whilst, as part of any agreement to use Council land or for various licences, the Council require you to show evidence of you having carried out a safety plan and risk assessments, they do not assess these nor do they approve your safety plans.