

## EVENT/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                             |          |  |                   |                   |              |  |               |
| EVENT LOCATION (PLEASE TICK ONE)            | Broadway |  | Northbrook Street |                   | Market Place |  | Victoria Park |
| EVENT START DATE                            |          |  |                   | EVENT FINISH DATE |              |  |               |
| ARRIVAL TIME                                |          |  |                   | DEPARTURE TIME    |              |  |               |
| ELECTRICITY REQUIREMENT (Market place only) |          |  |                   | £2.55 PER HOUR    | No OF HOURS  |  |               |

### PRICING EXCLUDING VAT

| Daily Rate  | Retail/customer acquisition | Big Brand Activity |
|-------------|-----------------------------|--------------------|
| Mon/Tue/Wed | £100                        | £200               |
| Thu/Fri     | £115                        | £225               |
| Sat/Sun     | £200                        | £350               |
| Full Week   | £500                        | £800               |

**Please read and sign our terms and conditions of booking on the attached pages.**

## **Event/Promotional Activity Bookings**

Important notes to be read in conjunction with our terms and conditions.

Payment is required in advance for new customers, until a credit account is granted.

All bookings are provisional until your booking authorisation notice has been issued by Newbury BID.

Payment should be made via BACS to Newbury Bid's Account as follows:-  
Lloyds Bank Sort Code 30-95-89 Account Number 31341660

Registered charities, voluntary organisations, including religious groups, may have these fees waived or be granted discounted rates.

Half day or half evenings are available upon request. Half evening rates are normally only available during special promotional evenings or late night shopping nights, e.g. Christmas.

Please remember that delaying your payment may result in loss of your provisional booking.

Cancellation fees are payable for bookings cancelled less than 14 days before booked date and for non-attendance.

**A copy of your Public Liability Insurance Cover (minimum of £10m Public Liability) and completed risk assessment should be submitted with application.**

Any damage caused by your event will be charged and must be paid for in addition to the above rates.

Electricity supply is available at Market place only. This supply is only available if notified in advance of your requirements.

Prices may be subject to annual review.

## Terms and Conditions of Use for Hire

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### 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 as a result of their use of the Exhibition Sites. Therefore you are required to supply a copy of your Public Liability Insurance (minimum £10 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 West Berkshire Council's Insurance Manager.

### 2. Health and Safety

2.1 Risk Assessments are to be sent by you, no later than six weeks before the event date, 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. After this deadline, your event may be cancelled. Therefore you will need to build this timescale into your event planner. Bookings will not be confirmed before the risk assessment has been signed off.

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.

### 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 public release. Prices may be subject to annual review.

3.2 Events requiring only a half-day or 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 with large heavy metal footplates must be securely weighted down at all times.

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 vacant retail units.

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

## **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 6 persons per organisation and must be staggered throughout the street to avoid congestion. Anyone that is found breaching may result in a refusal for a future event. A street collection Permit will be required from WBC 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 6 people at any one time and that they must be staggered and not grouped together. Anyone in breach of this will be monitored and may result in a refusal for future events.

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 6 individual employees as a maximum, and relates to the day of the research being carried out. Please see the pricing schedule.

## **9. Conduct of Business**

9.1 All events are to be on site before 09:00-09:30 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 must not be left unattended.

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.

## **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 may be charged for bookings cancelled less than 14 days before booked date. Refunds will be considered if Newbury BID has 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 25p per hour per kilowatt (using 10 kilowatts of power e.g. as a generator for 8 hours a day) = £2.55 an hour = £20.00 a day. 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 actually 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 be available at all times 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.

### **14. Amendments/Review of Terms and Conditions**

14.1 Terms and conditions may be subject to change annually.

### **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 the purpose of 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.

Your information may also be passed to West Berkshire Council's Tourism Information Service, The Economic Development Team or exchanged with other data protected management agencies whose express purpose is to manage town centre and city exhibition space so that we may further improve the event activity within the town centre (via the feedback form), and better understand the public's perception and requirements of a town centre. The information will be held on file for a period of 5 years and then destroyed in a secure and confidential manner.

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

Signed ..... Printed .....

Position ..... Date .....