



**Newquay**Council

**Corporate**Service

**Venue Booking Form**

<b>Date:</b>			
<b>Hirer:</b>			
<b>Hirer's address:</b>			
<b>Hirer's representative:</b>	Name:		
	Title:		
	Email:		
	Telephone:		
	Postal Address:		
<b>Hire Date:</b>			
<b>Hire Period:</b>	<b>From:</b>		<b>To:</b>
<b>Permitted Use:</b>			
<i>Please provide a brief description of use</i>			
<b>Type of Event:</b>	Commercial / Charity/ Community/Corporate		
<i>Please circle</i>			
<b>Room you will be using:</b>	Small Room / Large Room		
<i>Please Circle</i>			
<b>Estimated maximum number of people likely to attend including staff?</b>			
<b>Who will provide First Aid</b>			



<b>Cover during this event?</b>  <i>Please provide a full name, address and telephone number</i>	
<b>Do you wish to use the Kitchen for your event?</b>  <i>Please circle</i>	Yes / No
<b>If you answered Yes to the above do you intend on serving Hot or Cold Food?</b>  <i>Please circle</i>	Hot / Cold / Both
<b>Supplier:</b>	Newquay Town Council
<b>Supplier's address:</b>	Municipal Offices, Marcus Hill, Newquay, TR7 1AF
<b>Supplier's VAT number:</b>	989646927
<b>Supplier's representative:</b>	Email: <a href="mailto:corporateservice@newquay.town">corporateservice@newquay.town</a> Telephone: 01637 878388 Postal Address: Municipal Offices, Marcus Hill, Newquay, TR7 1AF
<b>Building</b>	28 Mount Wise, Newquay, TR 2BJ
<b>Venue</b>	Community Room, Ground Floor
<b>Charges:</b>	
<b>Venue Hire Conditions</b>	The conditions of hire set out below.

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

- Risk assessment, NOPs, EAPs, Method Statements
- Proof of public liability insurance of £5 million for small events or £10 million for large events

- Evidence of medical qualifications (if necessary)
- Signed the Terms and Conditions of Hire as part of this Booking Form

**Please return at least 1 month prior to your booking to:**

Andrew Curtis – **Town Clerk & RFO**

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

**Your booking form will be reviewed by the Town Clerk (or delegated Officer). Depending on the nature of this application it may need to be approved by the Governance & Resources Committee at its next available meeting.**

**Office Use Only:**

<b>All documentation supplied:</b>	
<b>Access Arrangements made:</b>	
<b>Security Arranged (if needed):</b>	
<b>Applicant Invoiced:</b>	
<b>Authorised by Corporate Service Manager (or Deputy Chief Executive Officer)</b>	

## Terms and Conditions of Hire

1. This Contract is made up of the following:

- (a) The Hire Details.
- (b) The Venue Hire Conditions.

This Contract has been entered into on the date stated at the beginning of it.

Signed by .....

for and on behalf of

Signed by .....

for and on behalf of NEWQUAY TOWN COUNCIL

## Agreed terms

### 1. Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Hirer for the hire of the Venue as set out in the Hire Details.

**Contract:** the contract between the Hirer and the Supplier for the hire of the Venue in accordance with the Hire Details, and these Venue Hire Conditions and any documents referred to in them.

**Permitted Use:** the use for which the Hirer is hiring the Venue, as specified in the Hire Details.

**Hire Period:** the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.

**Venue:** the area or rooms within the Building, to be hired by the Hirer, as specified in the Hire Details.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

## **2. Confirmation of hire**

- 2.1 Venue bookings shall be held provisionally for 7 calendar days following initial inquiry, or if such time is not available before the Hire Date, for a maximum of 24 hours. After this time, the Supplier reserves the right to release the provisional booking without notice to the Hirer.
- 2.2 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Supplier in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.

## **3. Licence and use of Venue**

- 3.1 Subject to clause 6, the Supplier grants the Hirer a right for the Hire Period to enter and use the Venue for the Permitted Use in accordance with the terms of this Contract.
- 3.2 The Hirer shall have the non exclusive right during the Hire Period to use;
  - (a) The common parts of the Building in so far as necessary for access to and egress from the Venue;
  - (b) The kitchen and toilet facilities on the ground floor of the Building.
  - (c) Parking spaces, if available, in the car park serving the Building on a first come first served basis.
- 3.3 The Hirer acknowledges that:

- (a) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Hirer by this agreement; and
- (b) the Supplier retains control, possession and management of the Venue and the Hirer has no right to exclude the Supplier from the Venue. The Supplier reserves the right to enter the Venue at all times during the Hire Period.

3.4 The Hirer agrees and undertakes:

- (a) not to use the Venue other than for the Permitted Use;
- (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Supplier or to any other Hirers of the Supplier, or any owner or occupier of the Building or any neighbouring property;
- (c) not to sell alcohol within the Building or Common parts;
- (d) to comply with the terms of this Contract and any written instructions, regulations or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present so comply;
- (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Supplier such consent not to be unreasonably withheld;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Supplier;
- (j) to leave the Venue in a clean and tidy condition and free of rubbish and to remove the Hirer's goods and equipment (if any) from the Venue at the end of the Hire Period;

- (k) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010.

#### **4. Charges and payment**

- 4.1 The Hirer shall pay the Charges in accordance with this clause 4.
- 4.2 The Supplier shall issue an invoice for the Charges, which shall be payable by the Hirer no less than 5 Business Days before the Hire Date.
- 4.3 All amounts payable by the Hirer exclude amounts in respect of value added tax (**VAT**), which the Hirer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 4.4 If the Hirer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 6, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

#### **5. Liability**

- 5.1 The Supplier has insurance cover in respect of its own legal liability for individual claims not exceeding £10 Million per claim. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Permitted Use.
- 5.2 The restrictions on liability in this clause 5 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 5.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
  - (a) death or personal injury caused by negligence; and

- (b) fraud or fraudulent misrepresentation.
- 5.4 Subject to clause 5.3, the Supplier shall not be liable for:
- (a) the death of, or injury to, the Hirer or that of the Hirer's employees, or any other invitees to the Venue; or
  - (b) damage or theft of any property of the Hirer or that of the Hirer's employees, or other invitees to the Venue.
- 6. Cancellation**
- 6.1** The Supplier may cancel the Contract with immediate effect by giving the Hirer or the Hirer's authorised representative notice in writing if:
- (a) the Hirer fails to pay any amount due under the Contract on the due date for payment;
  - (b) the Hirer commits a material breach of any term of the Contract; or
  - (c) the Hirer is unable to perform its obligations in connection with the Contract pursuant to clause 8.1
- 6.2 The Hirer may cancel the Contract by notice in writing to the Supplier or Supplier's authorised representative.
- 6.3 If the Contract is cancelled the Supplier reserves the right to charge a cancellation fee. Any sums already received by the Supplier under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
8 weeks before the date of the event.	0% of the Hire Charge
More than 2 weeks but less than 8 weeks before the date of the event	50% of the Hire Charge
Less than 2 weeks before the date of the event.	100% of the Hire Charge

## **7. Data protection**

- 7.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

## **8. General**

- 8.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **8.2 Assignment and other dealings**

- (a) The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

### **8.3 Entire agreement**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

**8.4 Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8.5 Waiver**

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**8.6 Notices**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
  - (ii) sent by email to the address specified in the Hire Details.
- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
  - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause **8.6(b)(iii)**, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in England.
- (c) This clause **8.6** does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 8.7 Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 8.8 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England.
- 8.9 Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with

## Schedule 1 - Charges

All charges are subject to VAT. Minimum Hire of 3 hours.

\*Includes charge for building security.

	Community Events / Commercial			
	Monday to Friday		Saturday / Sunday	
	9am – 5pm	*Evening	10am – 4pm	*Evening
Ground Floor Room (Large)	£45	£60	£45	£60
Ground Floor Room (Small)	£30	£40	£30	£40

	Charity / Not for Profit Events			
	Monday to Friday		Saturday / Sunday	
	9am – 5pm	*Evening	10am – 4pm	*Evening
Ground Floor Room (Large)	£40	£45	£40	£45
Ground Floor Room (Small)	£25	£30	£25	£30

	Corporate Events			
	Monday to Friday		Saturday / Sunday	
	9am – 5pm	*Evening	10am – 4pm	*Evening
Ground Floor Room (Large)	£210	£300	£255	£350
Ground Floor Room (Small)	£165	£250	£210	£300

## **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](mailto: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 grant 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 grant 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

### **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 grant application from submission to completion of the project 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](mailto: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	
No	

**Please return your completed form to:**

**Mr A Curtis** - Town Clerk and RFO   **Email:** [townclerk@newquaycouncil.co.uk](mailto:townclerk@newquaycouncil.co.uk)

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