

Terms & Conditions for the booking of Andover High Street

Permitted Hours

- (a) The Council will typically only allow events to take place between 0900 hours and 2200 hours on any one day;
- (b) Any application requesting hours outside of this timeframe will be assessed and determined at the Council's discretion;
- (c) The Council retains the right, in its discretion, to vary the permitted hours if the circumstances dictate.

Provisional Bookings

Any provisional booking that is made but has not been confirmed within 10 working days of that provisional booking, will be cancelled.

A provisional application will only be confirmed following the Council's receipt of the completed application forms, the full cost of hiring, and any other documentation that is required.

Entry of Vehicles

- (a) The Council will issue a limited number of 'exemption certificates' permitting access for the purpose of loading and unloading at the beginning and end of the hired period;
- (b) No vehicles will be permitted on the Time Ring.
- (c) No parking is permitted on the cobblestone area outside the Guildhall, opposite side to the entrance.

Licences

- (a) The Applicant must ensure that they obtain and pay for any licences or permissions which may be required in connection with any function that they wish to carry out.
- (b) Failure to obtain the necessary licences and consents may result in the application being refused.
- (c) Vehicles will only be able to access the High Street at the following times, and as permitted by a yellow permit:

Any time before 9am.	Between 12.45pm and 1.15pm	Any time after 3.30pm
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- (d) All vehicle users will be required to act responsibly and must ensure that they use due care and attention when driving on the High Street.
- (e) Vehicles will only be permitted to access the High Street for the purpose of loading and unloading.

Conditions of Hire:

The Licensee agrees and undertakes:

- (a) Not to use the hired area other than for the function described on the application form;
- (b) Not to do or permit to be done anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council, residents and/or businesses;
- (c) The use of the land for launching Helium Balloons and Sky/Chinese lanterns is strictly prohibited.
- (d) Not to obstruct the High Street so as to prevent any person from using it;
- (e) To obtain and pay for any licences or permissions that may be required in connection with any public entertainment which may take place.
- (f) To comply with the operating days and hours referred to in the applicant or consent;
- (g) To ensure that, immediately following the expiration of the hired period, the area is left in a clean and orderly state and that any property that has been brought to the area is removed.
- (h) To prepare a risk assessment relating to the Licensee's use of the hired area, and comply with all relevant HSE Health & Safety guidance.

Fixtures and Fittings

- (a) The Applicant is not permitted to use any types of fixture or fitting that may result in damage being caused to the High Street.
- (b) The Applicant is responsible for insuring that all equipment that is brought to the site is safe and fit for purpose and shall provide any appropriate certificates if requested.

Advertisements

- (a) The Applicant shall not advertise or permit advertisement of the function by use of 'Fly Posters' or other signs in contravention of statutory regulations.

Sub-letting;

- (a) The Applicant shall not sublet the hired premises or any part thereof without prior notification and approval.
- (b) Any attempt to sub-let will result in the hiring being cancelled, the charges paid being forfeited and the Applicant and the sub-hirer being excluded from the site.

Indemnity and Damages

- (a) The Applicant shall indemnify the Council against all costs and claims arising from any breach of the terms of this licence.

Limitation of Council's Liability

The Council shall not be liable for:

- (a) The death of, or injury to, the Applicant, the Applicant's employees or any other person visiting the hired area;
- (b) Any damage to any property of the Applicant's, the Applicant's employees or any persons visiting the hired area;
- (c) Any loss or damage suffered by the Applicant, the Applicant's employees or any persons visiting the hired area as a result of any cause that is beyond the Council's control;
- (d) Any liability in respect to an alleged breach of Intellectual Property rights by the Applicant.
- (e) Any loss or damage caused to any property that is removed from the hired area by the Council due to any failure, by the Applicant, in complying with the Conditions of Hire.

Data Protection- Privacy Statement

Test Valley Borough Council will only process your information where it is lawful to do so and in accordance with the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018. The lawful basis for processing your information as contained in your booking form is that it is necessary for the performance of our booking contract with you. The categories of information the Council will process comprises all of the information on your booking form. If you do not provide this information, we may be unable to process your booking.

The information the Council holds about you will not be shared with third parties without your express consent or unless it is lawful for us to do so.

The personal information shall be stored for six years after your booking. You have a legal right to request from the Council access to and rectification or erasure of personal data or restriction of processing about you. You also have the right to portability of your data. The Council will only process your information for the purposes for which the information is collected. The Council will not transfer your personal information outside of the European Economic Area (EEA).

Test Valley Borough Council is the Data Controller for the purposes of data protection legislation. The Data Protection Officer is Mrs Karen Dunn. In the event that you wish to complain or contact the Council regarding any aspects of how your information is handled please direct your complaint

or queries to: The Data Protection Officer by email at DPO@testvalley.gov.uk, or by post at Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ. You also have the right to complain to the Information Commissioner <https://ico.org.uk/>

Right of Entry and Cancellation

The Council reserves to its Officers and all other persons authorised by it at all times a right of entry to the High Street and the right to refuse admission to or to remove from the High Street any person stating any reason therefore

The Head of Property and Asset Management reserve the right to cancel any booking at any time if the venue is required for:

- (a) The holding of any meeting of the Council or any Committee or Sub-committee thereof and no other premises for the Council are conveniently available for the purpose; or
- (b) For any purpose in connection with an Parliamentary, County Council or District election; or
- (c) Where such cancellation is due to circumstances beyond the control of the Council; or

In any such event, the Council shall not incur any liability whatsoever to the Applicant other than for the return of the fee paid in respect of the cancelled booking.

Counter-Terrorism and Security ACT 2015 SECTION 26(1)

No activity which may be construed as drawing people into terrorism is permitted to take place at this venue. Should any allegation be received, or if the Council has reason to suspect non-compliance, the Council will investigate and may decide to cancel or modify the function(s), to ensure compliance with the law.

Public Health and Prevention of Infection

The hirer shall be responsible for ensuring that all necessary measures are put in place to comply with any legislation or government guidelines (including in particular guidelines issued by Public Health England) to prevent or reduce the possibility of infections being spread. Such measures shall include maintaining any legal or recommended restrictions on social distancing between persons present inside or outside the premises for the purposes of the event for which the premises have been hired.

Any maximum capacities referred to in the conditions shall not be deemed to waive this requirement, and the hirer shall ensure that the number of persons present in the premises shall be reduced sufficiently to comply with the above requirement.

The Council reserves the right to change all or part of these conditions without notice.