

Booking Form

Hire of Promotional Area, St. James Street, & Curzon St. Burnley

Please read the attached conditions complete this form and return it to the address shown below. The person completing the form will be responsible for any payments that may be due in advance and *no later than 14 days before the booking date.*

1. Event & Contact Details.

Contact Name: _____

Organisation: _____

Address: _____

Phone Number: _____

email: _____

Start Date of Event: _____

/ / 20

End Date

/ / 20

Start Time of Event _____

: hrs

End Times _____

: hrs

Purpose of Event: _____

Activities Proposed: _____

2. Promotional Area(s) Requested.

Please tick the area(s) you wish to use for your promotion

- Area 1 Bandstand, St James Street *near to McDonalds*
- Area 2a Paved Circle area, St James Street *Next to the Charity Arch*
(Currently on a long term booking)
- Area 2b Paved Circle area, St James Street *Opposite the Charity Arch*
(Currently on a long term booking)
- Area 3 Charity Arch, St James Street *near to The Paved Circle*
- Area 4 St James Street/Manchester Road *opposite The Red Lion pub*

Commercial Bookings Only

- Area 5 St James Street *near junction with Curzon Street*
- Area 6 Curzon Street *near to the Marks & Spencer Store*

3. Other information.

Type of Display / Vehicle: _____

NB- Please note any display stand / vehicle will need to be removed by 6 pm on any hire date (except when hiring the Charity Arch when displays may be kept overnight)

Will amplification be used? Yes No

Will you be providing a generator for power Yes No

If yes please ensure you comply with the relevant legal requirements.

Any Other Equipment? Yes No

Please specify: _____

4. Charitable Use. (*Registered Charities and Trusts Only*)

Please provide the Registered Charity number.

If you are fundraising for a Registered Charity, but are operating as a business and charging a fee for carrying out this fundraising activity, this will be regarded as a commercial booking but at a rate of 50% of normal commercial hire fees reflecting the beneficial cause.

Are you being paid a fee for carrying out this promotion? Yes No

Are you proposing to carry out a street collection? Yes No

If you are proposing to carry out a street collection, you will need to obtain a Street Collection License from the Councils Licensing Section, Contact Centre, Parker Lane, Burnley. You will need to provide them with a letter from the charity confirming that you wish to collect on their behalf.

5. Public Indemnity Insurance.

Please give details of the Public indemnity insurance you have in place for your promotion. You must attach a photocopy of your insurance certificate with this application.

Amount of cover (*min £5m*) £ _____ Date Premium Paid _____

Insurance Company _____

Address: _____

Tel. No./Email _____

Terms and Conditions for Use Promotional Areas in Burnley Town Centre

1. General Conditions

The Council is responsible for the provision of the promotional area and a limited licence for its use.

- 1.1 The promoter is responsible for the safe and responsible use of the promotional area including equipment used and activities undertaken. As such the promoter should ensure that appropriate risk assessments and equipment safety checks have been undertaken, that staff have been trained to the sufficient level of competency and that appropriate public liability insurance is in place for the activities being undertaken.
- 1.2 The selling of any product is not allowed from any of the promotional pitches available for hire unless occupying the space as part of a Retail Market related activity.

2. Payments, Cancellations and Refunds

Promotion space must be paid for in advance. Please make cheques payable to Burnley Borough Council. If payment is not received by Burnley Borough Council 14 days ahead of the booking date, promoters will not be permitted access to the promotion area, unless by specific agreement of the Head of Markets in the event of a late booking.

- 2.2 Promotional activities of this nature have to date not included a requirement to pay business rates for use of promotional areas. If it is assessed that a payment for business rates is due, this will be in addition to the booking fee stated.

- 2.3 Fees may still be charged if a confirmed booking is subsequently cancelled by the booking agency. The level of charge will depend on when the booking is cancelled in line with the following arrangements:

3 months prior	90% of the fee charged refund
Between 2 months and 3 months prior	80% of the fee charged refund
Between 1 month and 2 months prior	70% of the fee charged refund
Between 14 days and 1-month prior	60% of the fee charged refund
Between 7 and 14 days	50% of the fee charged refund
Six days or less	No Refund

- 2.3 If you wish to cancel the booking, please inform us on 01282 477188 and confirm in writing within 48 hours of telephone call.
- 2.4 NO SHOWS – if a commercial operation does not turn up on the date booked, they are not entitled to a refund.
- 2.5 Should circumstances arise where the promotional area is no longer available for a planned promotion, the Council reserve the right to cancel the promotion. In such circumstance if an alternative promotional area or date cannot be agreed, a refund of fees paid will be offered for those dates that are cancelled. The council will not be responsible for any additional costs that may be incurred by the organisers as a result of cancelling the promotion.
- 2.6 Charitable / not for profit organisations may book but accept that their booking may be cancelled with 7 days notice should a fee paying booking be received for the same space and date. This can be avoided should a Charitable / non-profit making organisation pay the appropriate reservation fee indicated in the attached pricing structure – such fee being non-refundable.

3. Promotional Stands

Where a display, stand, promotional vehicle or trailer is used, it must be constructed and maintained to a professional standard. It must be suitable to the purpose it is being used for and safe to use in the location provided. Any equipment or appliances present must also comply with these requirements. Evidence of compliance should be made available if requested.

- 3.1 All promotional stands/ vehicles must be positioned on site before 10.00 a.m. and must be removed every night after 5.30 p.m. Only display vehicles may remain on the promotional area during the promotion.
- 3.2 You will not be permitted to use any other area, other than the one you have booked and paid for unless this is agreed beforehand and subject to other areas not being booked already. Anyone using unauthorised areas will be asked to leave the area immediately. NO REFUNDS will be given if your promotion encroaches onto other areas.
- 3.3 The promoter is responsible for the security and safe storage of promotional equipment, displays and merchandise at all times. The council accepts no responsibility for the security of these items whilst located in the promotional area or if placed within temporary storage on Council premises.

4. Promotional Activities

When using Area 5 (next to Game), the maximum number of promotional staff will be limited to two at any one time. For other promotional areas the maximum number of promotional staff is limited to three. Staff involved with the promotion must not canvas from outside the boundaries of the promotional area they have been allocated, harass members of the public about their product/promotion or block or impinge access to neighbouring businesses.

- 4.1 Leaflets/flyers can only be used if done so responsibly, i.e. any flyers/leaflets littered around the promotion area, including nearby streets, should be picked up by promotion staff during and at the end of the day. If any complaints are received about littering, you may not be allowed to hand out leaflets.
- 4.2 Unusually loud music or activity which may affect/offend/upset nearby businesses cannot be used as part of the promotion. If you are intending to play any music consideration must be given as to whether a Temporary Event Notice is required under the Licencing Act 2003. If requested to reduce the volume or stop the noise altogether, you must do so on being asked by a council officer.
- 4.3 When playing live or recorded music, you will need to ensure that all fees due in respect of Royalties and Performing Rights are paid. You must be able to provide evidence of payment when requested to do so. There are no arrangements for the Council to pay Royalty and Performing Rights fees on your behalf.
- 4.4 CHARITY ARCH KIOSK – anyone using the Retail Kiosk must leave the area as they found it and return the key the same day. No stickers or sticky tape are to be used on the Retail Kiosk windows. Posters etc. can be used but use only Blu-Tac. If a member of Town Centre staff has to clean the Kiosk, a charge of £20 will be made.

5. Complaints or Breaches of these Conditions

Any complaints or queries must be directed to the Council as they arise on 01282 477188.

- 5.1 If in the opinion of Town Centre Management, promoters persistently or significantly breach the terms of this agreement they may be asked to leave area immediately. In these circumstances NO REFUNDS will be given.

I confirm that the above information is correct and I accept in full the above-mentioned terms and conditions relating to this booking.

Signed _____

Date / / 20