

**For administrative use only:**

PLI Received

Risk Assessment received

Payment received

Booking confirmation date .....

Council Officer .....



**2023/2024**

**APPLICATION FOR BOOKING OF THE ANDOVER  
HIGH STREET / TIME RING / CHARITY PITCH**

**This form should be completed and returned with the fee to  
[ROOMBOOKING@TESTVALLEY.GOV.UK](mailto:ROOMBOOKING@TESTVALLEY.GOV.UK) or posted to:**

Property and Asset Management Admin Team  
Test Valley Borough Council  
Beech Hurst  
Weyhill Road  
Andover  
Hampshire  
SP10 3AJ.

Tel: 01264 368307

**Data Protection Declaration**

All personal information collected through this application will be held on file (either manually or electronically) by Test Valley Borough Council and may be used for purposes that are in connection with Street Trading administration and management. Additionally, information may be provided upon request to other Test Valley Borough Council services for the purposes of the prevention and detection of criminal activity.

|  |
|--|
| <b>Part 1: Details of Applicant</b>  |
| <b>Are you an agent acting on behalf of the applicant?</b> (tick as appropriate)<br><br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
| <b>Name of applicant/organisation:</b>   |
| <b>Telephone number:</b>   |
| <b>Email address:</b>  |
| <b>Address of applicant/organisation:</b>  |
| <b>Postcode:</b>   |
| <b>Charity number:</b> (if applicable)   |
| <b>Your position in the organisation*:</b> (if applicable)   |

\*Where an applicant signs on behalf of a Company, Partnership or Charity then the applicant's role within the organisation must be state

|   |                          |   |     |
|---|--------------------------|---|-----|
| <b>Part 2: Function</b>   |                          |   |     |
| <b>Type of Function:</b>  |                          |   |     |
| <b>Please confirm the area that is to be hired:</b> (tick as appropriate) |                          |   |     |
| High Street   | <input type="checkbox"/> | Time Ring* <input type="checkbox"/>                               |     |
|   |                          | Both <input type="checkbox"/>                                     |     |
| Charity Pitch   | <input type="checkbox"/> |   |     |
| *For use with a gazebo only   |                          |   |     |
| <b>Date(s) required:</b>  |                          |   |     |
| <b>Please specify the times required</b>                                  |                          | <b>Please confirm if this hire will be for a rolling basis**:</b> |     |
|   | Start                    |   | End |
| Monday  |                          |   |     |
| Tuesday   |                          |   |     |
| Wednesday   |                          |   |     |
| Thursday  |                          |   |     |
| Friday  |                          |   |     |
| Saturday  |                          |   |     |
| Sunday  |                          |   |     |
|   |                          | <b>Date from:</b>   |     |
|   |                          | <b>Date to:</b>   |     |

|  |                          |
|--|--------------------------|
| <b>Part 3: Licensable Activities:</b>  |                          |
| <b>Please state the licensable activities that you intend to carry out:</b><br>(tick as appropriate) |                          |
| - The supply of alcohol (including at the event)   | <input type="checkbox"/> |
| - The provision of late night entertainment  | <input type="checkbox"/> |
| - Sale of food   | <input type="checkbox"/> |
| - Use of intellectual property (i.e. copyright)  | <input type="checkbox"/> |

|  |                          |
|--|--------------------------|
| <b>Part 4: Payment</b>                                 |                          |
| <b>Amount due:</b>                                     |                          |
| <b>Method of Payment:</b> (tick as appropriate)        |                          |
| - Cheque (made payable to Test Valley Borough Council) | <input type="checkbox"/> |
| - Invoice Required                                     | <input type="checkbox"/> |

|  |                          |                                  |                          |
|--|--------------------------|----------------------------------|--------------------------|
| <b>Part 5: Insurance</b>   |                          |                                  |                          |
| <b>Please provide details of your Public Liability Insurance to the value of £10 million for any one claim</b> |                          |                                  |                          |
| <b>Policy provider:</b>  |                          | <b>Name of policy holder:</b>    |                          |
| <b>Policy number:</b>  | <b>Start date:</b>       | <b>End date:</b>                 |                          |
| <b>PLI Certificate provided?</b>   | <input type="checkbox"/> | <b>Risk Assessment provided?</b> | <input type="checkbox"/> |

|   |       |
|---|-------|
| <b>Part 6: Declaration</b>  |       |
| <p><b>I can confirm that I have enclosed the following documentation:</b></p> <ul style="list-style-type: none"> <li><b>(a) Completed and signed application form</b></li> <li><b>(b) Full application fee</b></li> <li><b>(c) Proof of valid Public liability insurance</b></li> <li><b>(d) Valid documentation relating to Licensable Activities</b> (if applicable)</li> <li><b>(e) Risk assessment</b></li> <li><b>(f) Certificates relating to the use of utilities (e.g. gas and electricity)</b> (if applicable)</li> </ul>  |       |
| <b>PLEASE NOTE:</b>   |       |
| <ul style="list-style-type: none"> <li>(i) It is essential that applicants read the Condition of Hire before submitting any application as the Council will accept no claim on the basis that the applicant is ignorant of these.</li> <li>(ii) A permit granted under this application is not consent for the purposes of street trading, described under the provision of Schedule 4 of the Local Government (Miscellaneous Provisions) Act 1982</li> <li>(iii) Sufficient information must be provided to the Council in order to ensure that appropriate notices/licences are obtained</li> <li>(iv) Any applications that are incomplete will be returned and deemed invalid</li> <li>(v) Any application must be submitted 28 days before the hiring period, as applied for above</li> <li>(vi) Any hirer who are providing activities for children, by signing below declares that they are aware of child protection or have their own safeguarding policy in place.</li> </ul> |       |
| <b>I declare that I am over 18 years of age.</b>  |       |
| <b>I HEREBY CERTIFY that to the best of my knowledge and belief, the above particulars are true.</b>  |       |
| Signed:   | Date: |

**Fees and Charges 2023/2024**

Details of the daily fees are as follows:

**High Street** (Daily or part thereof)

|                           |        |
|---------------------------|--------|
| Concessionary*            | 67.80  |
| Commercial / Private Hire | 301.35 |

**Time Ring** (Daily or part thereof)

|                 |        |
|-----------------|--------|
| Concessionary*  | 23.40  |
| Private Hire    | 45.60  |
| Commercial Hire | 153.40 |

\*Applicable to charities/non-profit making organisations

\*Where an application is made to hire an area on a rolling basis, the cost of the hiring shall be based on the fees in place when the hiring takes place.

The full letting fee is to be paid at the time of booking. If the booking is cancelled then a refund of 75% of the hire charge can be made in the following circumstances:

- (a) Where the Applicant gives 3 months' notice of cancellation;
- (b) Where the Applicant gives less than 3 months' notice but the area is re-let for the cancelled period.

The fees and charges are reviewed by the Council annually and may be subject to change without notice.

### **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.

### **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 | Anytime after 3.30pm |
|----------------------|----------------------------|----------------------|

- (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](mailto: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**

**APPLICATION FOR BOOKING OF  
HIGH STREET\* / TIME RING\***

\* delete as applicable

Application for authorisation for vehicles to deliver or collect  
from the High Street, Andover

Date of Hiring .....

Name of Hirer/Organisation .....

Address  
.....  
.....

So far as possible give details of vehicle(s) for which authorisation is required:

| Name of Driver | Address of Driver | Make and Model<br>of Vehicle * | Reg No. |
|----------------|-------------------|--------------------------------|---------|
|                |                   |                                |         |
|                |                   |                                |         |

\* All commercial vehicles are required to supply vehicle weight/loading information etc.

**Notes**

1. No more than 1 vehicle will be authorised to enter the High Street in respect of individual hirings.
2. Vehicles may wait in the area adjacent to the Guildhall, provided that they do not obstruct emergency vehicle access when they display a certificate under Section 4(2) of the Road Traffic Regulation Act 1984 issued by the Borough Council in accordance with the terms of the prohibition of Driving Order.

**Special Access Arrangements for Sundays**

1. This certificate only permits the unloading and loading of goods and vehicles must be removed at all other times.
2. Authorised vehicles may only enter the High Street before 9.00am, between 12.45pm and 1.15pm and after 3.30pm.
3. Please complete and return this form no later than 10 working days before Hire of the area to the Property and Asset Management Department, Test Valley Borough Council, Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ.