

**Sport & Leisure Business & Administration Team**  
**Booking & Programming**  
**Wales National Velodrome Booking Application**

Tel: 01633 656757

sportandleisure.bookings@newport.gov.uk



D.S Number		FLEX reference	
------------	--	----------------	--

**CUSTOMER DETAILS**

Company/Club/Organisation			
Hirer's Name			
Address			
		Post Code	
Tel. No.	Work/Mobile	Home	
E-mail			

**BOOKING/EVENT DETAILS**

Event Title			
Day		Date (s)	
Access Time		Start Time	
		Finish Time	
		Exit Time	

**ESTIMATED NUMBERS ATTENDING (INCLUDING SPECTATORS):**

Adults		Juniors	
Where applicable please supply the Entrance / Participation fee you intend to charge		Adults	£
		Juniors	£

**FACILITY REQUIREMENTS**

<b>Cycle Track</b>		<b>Clear Track</b> – Inclusive of the Inner Arena and Cycle Track. Additional charges will be incurred	
Coach Required		Coach Name (NCC to complete)	
Confirmed by (NCC)		Confirmed date	
Providing Own Coach		Coach	BC License No.
Accreditation confirmed by (NCC)		Confirmed date	
<b>Conference Facilities</b>	Commonwealth Suite		European Suite
<b>Equipment Required</b>	OHP	Screen	Flipchart
Laptop		Power Point Projector	
Room Layout	Boardroom Style	Cinema Style	Classroom Style
<b>Other</b>	Please specify & include diagram where possible		
Multi-Use Zone	No. of courts (max. 4)	Activity Zone	Activity
Rebound 1	Activity	Rebound 2	Activity

**Additional Details:** to include PA and lighting requirements, chairs, tables, Technical needs, etc. (separate sheet can be used if necessary)

<b>Catering Requirements</b>	

# Booking Payment Details

Please see options for payment methods:

**Invoice** – sent from Newport City Council Revenue & Payments.

Please complete section 1

**Internal Recharge** – Newport City Council bookings only

Please complete section 2

**Direct Payment** – direct to the facility cash/cheque/card

Please complete section 3

## 1. INVOICE

**IMPORTANT NOTES**  
£5 administration charge will be applied per invoice. 1 invoice or monthly invoice options available only.  
Invoices raised 21 days before the date/first date within the invoice period.

Invoice to			
Invoice frequency (please tick)	<input type="checkbox"/> 1 Invoice	<input type="checkbox"/> Monthly Invoice	<input type="checkbox"/>

## 2. INTERNAL RECHARGE

Internal recharge code	e.g. L L06 46261 1234 891		
Charge to (if different)			

## 3. DIRECT PAYMENT

**IMPORTANT NOTES**  
**BLOCK BOOKINGS** – please indicate preferred payment frequency. Pay per booking and monthly payment options available only. Payments due on date of booking, or first date within the month.  
**ONE OFF BOOKINGS** – 50% deposit due on confirmation. Full balance due 21 days before booking.

<b>BLOCK BOOKING</b>	<input type="checkbox"/> Pay per booking	<input type="checkbox"/> Pay monthly
<b>ONE OFF BOOKING</b>	<input type="checkbox"/> 50% deposit required. Balance due 21 days before booking.	

### OFFICE USE ONLY

Deposit Amount		Remainder amount & due date	
----------------	--	-----------------------------	--

CHEQUES TO BE MADE PAYABLE TO NEWPORT CITY COUNCIL

### OFFICE USE ONLY – Payment details and reconciliation

Cost Breakdown	
Total Cost due	

### CANCELLATIONS

Cancelled by (delete)	Hirer / Facility	Reason	
Charge details		Initial	
Notes			

# **NEWPORT CITY COUNCIL** **SPORT & LEISURE SECTION**

## **Standard Conditions for Hire**

### **1. Definitions and Interpretation**

In these conditions

- Terms defined in the Agreement to which these conditions are annexed have the same respective meanings in these conditions.
- Words importing one gender shall be construed as importing another gender.
- Words importing the singular shall be construed as importing the plural and vice versa.
- References to persons include bodies corporate.
- Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation [to use reasonable endeavours] not to permit or suffer such an act or thing to be done by any other person.
- References to “the Hall” save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to condition 3.
- The headings do not form part of these conditions and shall not be taken into account in their construction or interpretation.
- Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any general reference to ‘statute’ includes any regulations or order made under such statute or statutes.
- The Fee for Hiring shall be in accordance with the scale of charges made by the council save that any application not coming within the scale shall be charged at a rate to be determined by the Council.
- The period of hire will be inclusive of any preparation to an event or activity and take down/cleaning as required post event or activity.
- The Hirer shall pay the hiring charge to the Council in one payment or by instalments and as such time or times as shall be required by the Council and notified to the Hirer by the Council at the time when the application is accepted.
- Where the Council accepts an application for Hire more than six months before the date of Hiring such acceptance is subject to a condition that the Council shall have a right to alter the charge payable for the Hiring or any terms or conditions of Hire, upon giving notice to the Hirer not less than six months before the date of the Hiring. In the event of such notice being given, the Hirer may within one month of the date of such notice cancel the booking and the Council shall refund the whole charge.

### **2. Application for Hire and Corporate Hirer**

- Applications for Hire of the hall must be made in writing on the official application form and the Hall shall not be deemed hired until the Hirer has been notified in writing by the Council to that effect and any necessary deposit paid.
- The council reserves the right to refuse any application and the right to cancel any hiring if it appears that the facilities are to be used for any purpose other than the purpose specified in the application for hiring.
- If the Hirer is a corporate body the Hirer must not later than [5] days before the commencement of the period of the Hiring notify to the Council in writing the name address and telephone number of an individual who will be personally responsible to the Council for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

### **3. Facilities**

- Use of the Hall includes use of the foyer, cloakrooms, dressing rooms and refreshment facilities associated with it.
- The Council is to make available at the Hall prior to the commencement of the Period of the Hiring .....chairs and .....tables.

### **4. User**

- No part of the Hall is to be used for any purpose other than the purpose of the Hiring.
- No part of the Hall is to be used for any unlawful purpose or in any unlawful way.
- No animal (with exception of guide dogs for the blind) is to be brought into the Hall or allowed to enter the Hall without the consent of the Council.
- The Hirer shall inform the Council of the proposed commencement and conclusion times of the event(s) not less than [5] days prior to the commencement of the Period of Hiring.

### **5. Electrical Equipment and Alterations**

- No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered moved or in any way interfered with.
- No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Council.

### **6. Maintenance of good order and Supervision**

During the period of the Hiring the Hirer is to be responsible for: -

- The efficient supervision of the Hall including (without prejudice to the generality of the above)
- The effective control of children

- The orderly and safe admission and departure of persons within the Hall
  - The orderly and safe vacation of the Hall in case of emergency
  - The safety of the Hall
  - The preservation of good order and decency in the Hall
  - Ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit
  - Ensuring that no obstruction is placed or is allowed to remain in any corridor giving access to the Track
- The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the Council be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons) present.
  - The Hirer shall at the request of the Council's duly authorised officers or employees remove or cause to be removed any person causing a nuisance annoyance and/or breaching Conditions

### **7. Decorations, Advertising and fly posting**

- No bolts nails tacks screws bits pins or other like objects are to be driven into any part of the Hall nor is any adhesive substance to be attached to it.
- No placards or other articles are to be fixed to any part of the Hall.
- No cotton wool or highly flammable material is to be used for decoration or other purpose.
- No poster boards signs flags or other emblems or advertisements are to be displayed inside or outside the Hall without the previous consent of the Council except that
- The Hirer will be entitled to display on the notice boards outside the Hall for a period of [7] days preceding the Period of Hiring one poster relating to the function for which the Hiring is being made and
- Subject to space being available and at the discretion of the Council the Hirer may be allowed to display on the notice boards outside the Hall not more than [2] such posters during the period of [14] days preceding the Period of Hiring PROVIDED that the posters displayed in accordance with condition 7.4 must be of reasonable size and must not contain any material which in the opinion of the Council is offensive or otherwise inappropriate.

The Council reserves the right to remove any permitted posters boards signs flags or other emblems or advertisements which become dirty or torn as to be untidy or unsightly.

Fly posting is not to be carried out in contravention of the Town and Country Planning legislation.

### **8. Limitation of Numbers**

The maximum number of persons to admitted to the function is not to exceed [...] and during the Period of the Hiring the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of the Council.

### **9. Statutory Requirements**

The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part any insurance effected in respect of the Hall.

The Hirer must comply with all conditions and regulations made in respect of the Hall by the Fire Authority and a copy of these will be supplied to the Hirer on request.

### **10. Public Entertainments Licence**

The Hirer must comply with all conditions and stipulations of the Council's public entertainments licence for the Hall (so far as the same may be relevant to the function) a copy of these will be supplied to the Hirer on request.

### **11. Copyright**

In the use of the Hall the Hirer is not to infringe any Copyright or allow any Copyright to be infringed.

If the use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of Hiring the consent of the owner of the relevant copyright and to pay all composers' authors 'publishers' and other fees or royalties which may be payable in respect of the function.

The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than [7] days before the Period of Hiring and must provide such evidence as the Council may [reasonably] require of compliance with this condition.

### **12. Broadcasting, filming and photography**

The Hirer is not to grant broadcasting or filming rights or to transmit or broadcast any functions without the prior consent of the Council but cameras may be brought into and used inside the Hall private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

### **13. Film/cinematographic exhibition**

The Hirer is not to use any part of the Hall for the purpose of a film/cinematographic exhibition or permit any part of the Hall to be used for those purposes [without prior consent of the Council]

#### **14. Gambling**

No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Hall except a lottery:

14.1 which is lawful under the Lotteries and Amusements Act 1976

14.2 for which the prior consent of the Council has to be obtained and

14.3 which is conducted strictly in accordance with the relevant statutory provisions

#### **15. Liquor and catering**

15.1 No alcohol is to be sold unless the appropriate personal licences and premises licences are in force in accordance with the Licensing Act 2003. The Hirer must produce such licences to the [Head of Continuing Learning and Leisure or the Centre Manager] of the Council not less than 24 hours before the Period of Hiring.

15.2 Arrangements with regard to catering must be made with the Council as far in advance of the function as possible and final arrangements must be confirmed with the Council not less than [2] days before the function and the Hirer shall be liable to pay the agreed charge per head.

15.3 The hirer shall not sell or allow to be sold on the premises any refreshments tobacco or goods of any description except with the express consent of the Council

#### **16. Smoking**

Smoking is not to be permitted in the building.

#### **17. Expiration of the Period of Hiring**

At the expiration of the Period of Hiring the Hirer is to leave the Hall in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):

17.1 the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer and

17.2 the Hirer is to ensure that all tables supplied by the Council are duly folded and all chairs duly stacked

#### **18. Prohibition of sub-letting and assignment**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired of the facilities being sub-let

#### **19. Damage to Council property**

The hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings equipment or other property in the Hall and the Hirer is to make good and pay for such damage caused by any act or neglect of the Hirer or anyone for the Hirer is responsible [or anyone permitted by the Hirer to enter the Hall]

#### **20. Injury to persons and loss of property**

20.1 The Council will not be liable for the death or injury to any persons attending the Hall for the function the subject of the hiring or for any losses claims demands actions proceedings damaged costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Council

20.2 The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Council

20.3 The Council will not under any circumstances accept responsibility for the loss of or damage to any vehicle parked within the precincts of the Hall

20.4 The Hirer will indemnify the Council against all such liabilities as are mentioned in this Condition

#### **21. Further exclusions of liability**

21.1 The Council will not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage of water fire government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled

21.2 The Council gives no warranty that the Hall is legally or physically fit for any specific purpose.

#### **22. Right of Entry**

The Council reserves the right for duly authorised members or officers or employees of the Council to enter the Hall at any time for any authorised purpose

#### **23. Cancellation by Hirer**

23.1 If the Hirer wishes to cancel the Hiring in the whole or in part the Hirer must give notice to the Council written notice to that effect

23.2 If such notice is given not later than [one month] prior to the Period of Hiring and if the Council is able to effect an alternative hiring then the Council will refund to the Hirer the Fee less a [10%] administration charge but otherwise the Council will be entitled to retain the whole of the Fee

## 24. Cancellation by Council

24.1 The Council reserve the right to cancel the Hiring of the Hall for any purpose or if the Hall is rendered unusable by any such event as is mentioned in Condition 21.1. On such an occasion any monies already paid will be redeemed to the hirer.

23.3 If the Hiring is cancelled for any such reason as is mentioned in condition 25.1

24.3 The hirer is entitled to appeal to the Head of Service

the Council will give the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer

## 25. Breach by the Hirer

If the Hirer fails to observe and perform any of these Conditions the Council may:

25.1 charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate and

25.2 cancel the instant or any other hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise

## 26.Complaints

Any complaint arising out of the hiring must be made in writing to the Council within [3] days after the expiration of the Period of Hiring

## 27.Council to act by their officers

The Council may act through any authorised officer and references in these Conditions to any approval discretion consent or requirement of the Council are deemed to be references to the approval discretion consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer

## 28.Notices

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the [Head of Continuing Learning and Leisure or the Centre Manager] of the Council at the Council's Leisure Section in the case of a notice demand or request to the Council

## \* Indemnification

Any damage caused will be the responsibility of the hirer, who will be required to pay for repair or replacement. The damage extends to include the hired premises, furniture, fittings, apparatus, appliances, other property or personal injury whatsoever during the period of hire or arising as a result of the hire and the expenses of making good such damage or injury. It is recommended that the hirer is to have in force throughout the Period of Hire, a policy of insurance effected with a reputable insurance company or with Underwriters at Lloyds covering the Hirer against third party risk for a sum of not less than £1,000,000.00.

I confirm that I shall indemnify Newport City Council in respect of any damage to property or personal injury caused as a result of the activities of the said Hire.

I agree to abide by the Terms & Conditions of Hire if my application to hire is granted. I also agree that this signed document, countersigned on behalf of the Manager of the Newport City Council for which I am making an application to hire, will form a contract between myself and Newport City Council on the terms set out in the document.

N.B. You must be aged 18 or over to sign this form. Form to be returned to Booking & Programming Team.

## Completed Forms to be returned to:

Booking & Programming Team, Wales National Velodrome, Velodrome Way, Newport, S. Wales, NP19 4RB  
[sportandleisure.bookings@newport.gov.uk](mailto:sportandleisure.bookings@newport.gov.uk)

Signed (Hirer)		Date	
Print Name			
<b>OFFICE USE ONLY</b>			
Confirmed by (NCC)		Date	