

**STONE TOWN COUNCIL**

**Town Clerk**

Les Trigg

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7 August, 2017

A meeting of the **ESTATES SUB COMMITTEE** will be held in **Stone Station Community Centre, Station Approach, Stone** on **Tuesday 15<sup>th</sup> AUGUST, 2017** at 7:05pm or on the rising of the Planning Committee.

I trust you will be able to attend.

Les Trigg  
Town Clerk

Councillors: M. Green (Chair), Mrs J. Hood (Vice Chair), Mrs E. Mowatt, I. Fordham, Mrs J. Farnham, T. Jackson and G. Collier

**AGENDA**

1. **To receive apologies for absence**
2. **Declarations of Interest and Requests for Dispensations Received**
3. **Representations from Members of the Public**  
To consider representations from members of the public on items to be considered at this meeting, in accordance with the Council's scheme of public participation
4. **Parking in Market Square**  
To consider the issue of vehicles parking in the Market Square
5. **Frank Jordan Centre – Operation Arrangements**  
To consider the report of the Town Clerk (attached)
6. **Exclusion of the Press and Public**  
To resolve, pursuant to the Public Bodies (admission to Meetings) Act 1960, the Public and Press be excluded from the meeting whilst the next item of business is discussed on the grounds that publicity would be prejudicial to public interest by reason of the confidential nature of the debate
7. **Frank Jordan Centre – Caretaking and Cleaning**  
To consider the report of the Town Clerk (attached)

Members of the public are welcomed to attend the Estates Sub-Committee Meeting as observers and/or to make representations to the committee in accordance with the Council's scheme of public participation. Details of this scheme are displayed in the Council's notice boards and are also available from the Town Council.

**Stone Town Council – Estates Sub-Committee**

**15<sup>th</sup> August 2017**

**Frank Jordan Centre – Operating Arrangements**

**Report of Town Clerk**

**Introduction**

1. The purpose of this report is to determine the operating arrangements for the Frank Jordan Centre when it re-opens following the refurbishment.

**Background**

2. Prior to the refurbishment, the Frank Jordan Centre was a tired and run down building, and was treated as such by both the Council and a number of organisations that used it. The Council has spent a significant sum of money refurbishing the Centre, and now needs to consider how it will be operated in the future to ensure that this investment is not wasted.
3. Elsewhere on today's agenda, a report considers future caretaking and cleaning arrangements at the Centre. This report looks at:
  - a. Upgrading of CCTV.
  - b. Purchase of new tables, chairs, etc.
  - c. Usage, including which areas of the Centre can be used for what and proposing a new usage agreement which hirers would be expected to sign and abide by.
  - d. Pricing, including a review of charges at the Centre.
4. Each of these issues is dealt with below.

**Upgrading of CCTV**

5. The current CCTV at the Centre is outdated. The Committee are asked to consider its replacement in order to help protect the Council's investment.
6. The cost of a suitable digital, nine camera system would be around £3,000. This would allow images to be captured at full HD and stored for around 21 days.
7. It would also be prudent to install a broadband internet line to the Centre at the same time to allow for remote monitoring at a cost of around £500 per annum. This broadband line would also allow for use of the internet and access to the Council's data when meetings are held at the Centre. It may also allow wi-fi to be offered in the future to facility hirers, subject to appropriate safeguards.

8. There is currently no budget provision for these items. The Sub-Committee is asked to consider whether the CCTV should be replaced and broadband installed, with the cost met from reserves.

#### **Purchase of New Tables, Chairs, etc.**

9. Following the refurbishments at the Centre, the Sub-Committee should also consider the replacement of outdated tables, chairs, etc. at the Frank Jordan Centre.
10. The budget for 2017-18 provided £3,500 in excess of the estimated cost of the refurbishment contract, assuming all contingencies and provisional sums were spent. This sum could be earmarked for replacement furniture, together with any sums available should the refurbishment budget be underspent.
11. The Sub-Committee are asked to agree to the purchase of replacement furniture at the Centre, using the budget identified in paragraph 10 above.

#### **Centre Usage**

12. The current terms and conditions for the hire of the Centre are set out at Appendix 1. It is proposed that these are replaced by the revised terms in Appendix 2. In addition, an updated Hire Agreement will be drawn up to comply with the revised terms and conditions, if agreed.
13. A number of existing bookings use the Centre in a way which may cause premature wear and damage to the refurbished premises. It is suggested that new guidelines are established as to the bookings the Council will take at the Centre in the future in order to protect the investment made, and these requirements made explicit in the Hire Agreement:
  - a. The foyer area is currently used for activities such as table tennis, though no hire charge is ever made for this use. It is suggested that usage of the foyer should cease following the re-opening of the Centre, other than as a means of access to the building, toilets and store room.
  - b. Some hirers bring bicycles etc. into the building. This should no longer be permitted. Facility is available for the chaining of cycles to the metal fence within the car park to prevent theft. Pushchairs, wheelchairs and disabled scooters should, however, continue to be allowed in the building.
  - c. Some Centre usage is particularly dirty, and will affect the ongoing cleanliness of the building and particularly the new carpet. Such bookings should not be accepted in the future. Currently this mostly affects Payback, who currently use the building at weekends free of charge.
  - d. It is further suggested that the Town Clerk should be authorised to refuse bookings where it is believed that the hire could adversely affect the condition of the building beyond normal wear and tear.

14. It is therefore recommended that:

- a. All new bookings be required to comply with the above terms and conditions, and,
- b. All existing hirers be required to complete a new Hire Agreement accepting the above terms and conditions in order to continue to use the Centre following its re-opening.

### **Review of Charges**

15. Charges for hire of the Christchurch and St. Michael's Suites at the Frank Jordan Centre are currently £11.45 per hour after 5:00pm and at weekends, and £8.25 per hour at other times. The Walton Suite is hired out at £5.90 per hour off-peak and £8.25 peak. In comparison, charges at the Stone Station are £15.45 per hour at all times, but as Station charges include VAT, the Council only benefits from £12.88 of this.

16. Recent experience in booking rooms to accommodate Council meetings has shown that fees of £30 to £40 per hour are being charged by some other organisations. This is well in excess of the Frank Jordan Centre charges above, though the premises hired were larger.

17. Historically, the Frank Jordan Centre charges have reflected the difference in the quality of the facilities compared with others in the town. With the refurbishments to the Centre, this will no longer be the case for the St Michael's Suite, with Christchurch Suite and Walton Suite hirers also benefiting from the improved foyer and toilet facilities.

18. It is therefore suggested that, for new and non-regular users:

- a. The off-peak charge at the St. Michael's Suite is abolished, and the hourly charges raised to the level of the Station (i.e. £15.45 per hour).
- b. Charges for the Christchurch Suite are increased to £12.88 per hour at all times.
- c. Charges for the Walton Suite are increased to £8.25 per hour at all times.
- d. Commercial lettings should incur a 50% surcharge.

19. For existing regular users, there are a range of historic agreements relating to both the usage of facilities and charges. Some of these have a clear and continuing justification (e.g. recognising the refurbishment work that the Hub have undertaken in the Walton Suite at their own expense), others may be for historic reasons that the Sub-Committee would no longer support.

20. It is therefore recommended that, for all existing users that continue to use the facilities following the refurbishment:

- a. Charges should initially be at the same level that each user enjoyed prior to the refurbishment.
- b. Notice should be given that all discounts and usage agreements will end on 31<sup>st</sup> March 2018, and that prices will move to the new levels from 1<sup>st</sup> April 2018.

- c. During the time up to 31<sup>st</sup> March 2018, discussion should be held with each regular user regarding ongoing charges and usage, with a view to bringing each one back to the Sub-Committee for consideration of the appropriate charge levels and usage agreements from 1<sup>st</sup> April 2018.

### **Conclusion**

21. This report has considered a number of operating issues arising from the refurbishment of the Frank Jordan Centre, and suggested approaches to dealing with them. The Sub-Committee are asked to consider these issues and make recommendations to the General Purposes Committee accordingly.

### **Recommendations**

22. The Sub-Committee are recommended to:
  - a. Support the purchase of an updated CCTV system as set out in paragraphs 5 to 8 above at a cost of around £3,000, plus install broadband for monitoring and internet purposes at around £500 per annum, the cost to be met by a supplementary estimate from reserves.
  - b. Agree to the purchase of new furniture for the Centre as set out in paragraphs 9 to 11 above, funded from the £3,500 already available in the budget, plus any underspending for the building project, if necessary.
  - c. Agree to the revised terms and conditions for hire and usage of the Centre and their applicability to new and existing Centre users as set out in paragraphs 12 to 14 above.
  - d. Support the revisions to Centre charges for new and existing users, and the review of current discount and usage arrangements, as set out in paragraphs 15 to 20 above.



## STONE TOWN COUNCIL

### CONDITIONS RELATING TO THE HIRING OF THE VARIOUS HALLS.

1. The Town Council are prepared to consider applications for the hire of the various rooms within The Frank Jordan Centre. The application form must be returned, fully completed, by the date indicated along with your remittance.
  2. Charges for your proposed application are as stated on the application form.
  3. The Town Council reserve the right to increase the hire charges at any time upon giving you at least seven days notice. The increased charge will then be payable with effect from the first usage of the facility following the date of such notice.
  4. All Rules, Bye-Laws and Regulations as to the conduct of the public will be adhered to. The hirer will be responsible for any damage caused to the Centre during the hire period.
  5. The Management reserves the right to cancel all facilities partially or wholly, without assigning reasons for such cancellation.
  6. Those exceeding their stated hire periods will be charged to the next half hour period.
  7. The Management shall be entitled summarily to cancel the hiring if at any time prior to the commencement of the functions, they are satisfied that 'fly posting' of bills advertising the function has taken place.
  8. Bookings are only accepted on the strictest understanding that no selling of a commercial nature will take place at any function or event at the Centre.
  9. Where facilities are block booked, this arrangement will require the hirer to be indebted to the Council at all times when such facilities are available to be offered during the whole of the agreed period.
  10. All hirers must leave all rooms in a neat and tidy condition before the end of the hire period.
- A discount scheme is in operation for regular hirers booking in advance and making prompt payment.

# Frank Jordan Centre Terms and Conditions of Hire

## 1 INTRODUCTION

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- 1.1 These standard conditions apply to all hiring of the Frank Jordan Centre. If the Hirer is in any doubt as to the meaning of any items within this agreement, they should consult the Town Clerk, or their representative, prior to signing the hire agreement.

## 2 HIRER

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- 2.1 "Hirer" shall mean an individual or where the Hirer is an organisation, the authorised representative.
- 2.2 The Hirer hereby accepts responsibility for being in charge of and on the premises at all times during the hire period and for ensuring that all conditions under this Agreement are met.
- 2.3 These conditions prohibit the hire of the Centre to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

## 3 SUPERVISION

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- 3.1 The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements and the prevention of obstruction to the the highway.
- 3.2 The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

## 4 USE OF PREMISES

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- 4.1 “Premises” refers to the Frank Jordan Centre building, its car park and other associated land and structures.
- 4.2 The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement, and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 4.3 Use of the Centre for any commercial purposes, even as part of an otherwise non-commercial booking, will only be permitted with the prior written consent of the Council.
- 4.4 The Hirer may use the designated area of the car park, subject to there being suitable spaces available. Vehicles must only be parked in the designated area, and must not block access to other parts of the car park. The Hirer should note that the car park is locked each evening and at weekends. Vehicles that are not removed promptly following an event may be locked in the car park overnight or over a weekend.
- 4.5 Use of the premises will only be permitted for the period specified in the Hiring Agreement (the “Hire Period”), which must include sufficient time for all “setting up” and “clearing up” activities.

## 5 GAMING, BETTING AND LOTTERIES

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- 5.1 The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## 6 LICENSABLE ACTIVITIES

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- 6.1 It is the Hirer’s responsibility to establish whether any licences are required for their booking, and to ensure that they obtain all of the licences required. The Town Council will be unable to advise on licencing requirements, but can advise on any licences already held.

## 7 PUBLIC SAFETY COMPLIANCE

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- 7.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the hall's health and safety notices.
- 7.2 The Hirer acknowledges that they have received instruction in the following matters:
- a. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
  - b. The location and use of fire equipment.
  - c. Escape routes and the need to keep them clear.
  - d. Method of operation of escape door fastenings.
  - e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 7.3 In advance of a booking the Hirer shall check the following items:
- a. That all fire exits are unlocked and panic bolts in good working order.
  - b. That all escape routes are free of obstruction and can be safely used.
  - c. That any fire doors are not wedged open.
  - d. That exit signs are illuminated.
  - e. That there are no obvious fire hazards on the premises.

## 8 MEANS OF ESCAPE

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- 8.1 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- 8.2 The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## 9 OUTBREAKS OF FIRE

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- 9.1 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Town Council.

## 10 HEALTH AND HYGIENE

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- 10.1 The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

## 11 ELECTRICAL APPLIANCE SAFETY

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- 11.1 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with current Electricity at Work Regulations. Where a residual circuit breaker is provided, the hirer must make use of it in the interests of public safety.

## 12 INSURANCE AND INDEMNITY

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- 12.1 The Hirer shall indemnify and keep indemnified the Town Council and each of its members, employees, volunteers, agents and invitees against:
- a. The cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
  - b. All claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and,
  - c. All claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- 12.2 Any hirer who hires the Centre for commercial purposes shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability and all claims arising as a result of the hire, and on demand shall produce the policy and current receipt or other evidence of cover to the Council. Failure to produce such policy and evidence of cover will render the hiring void and enable the Council to rehire the premises to another hirer.

12.3 All music and other entertainment providers (Disco, Band, etc.) require their own Public Liability insurance to perform in the Centre, and the Hirer shall ensure that this is in place.

12.4 Stone Town Council is insured against any claims arising out of its own negligence.

## 13 ACCIDENTS AND DANGEROUS OCCURRENCES

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The Hirer must report all accidents involving injury to the public to the Town Council as soon as possible and complete the relevant section in the Centre's accident book. Certain types of accident or injury must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). Please contact the Town Council for further advice, if needed.

Any failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible to prevent potential accidents.

## 14 EXPLOSIVES AND FLAMMABLE SUBSTANCES

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14.1 The Hirer shall ensure that:

- a. Highly flammable substances are not brought into, or used in any part of the premises including BBQ equipment and that
- b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Council. No decorations are to be put up near light fittings or heaters.

## 15 NO SMOKING POLICY

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15.1 Smoking/vaping is not allowed within the Centre building or car park at any time.

## 16 DECORATIONS AND DISPLAYS

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16.1 Affixing decorations, signs, notices, slogans, flags, banners, paintings, pictures or similar by whatever means to any part of the Hall (be it internal or external) is not permitted at any time unless with written permission. The use of nails, staples, picture fixings are not permitted at any time.

16.2 The use of free standing screens and/or portable displays is permitted on the understanding that they do not block or conceal any exit, passageway or firefighting equipment.

## 17 HEATING APPLIANCES

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- 17.1 The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises.

## 18 DRUNK & DISORDERLY, ANTI-SOCIAL BEHAVIOUR AND ILLEGAL DRUGS OR OTHER SUBSTANCES

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- 18.1 The Hirer shall ensure that in order to avoid disturbing neighbours to the Centre and avoid violent criminal or anti-social behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Proof of age may be requested. Any person suspected of being drunk, under the influence of drugs or other substances, or who is behaving in a violent disorderly or anti-social way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

## 19 ANIMALS

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- 19.1 The Hirer shall ensure that no birds, animals (except assistance dogs) or reptiles are brought into the premises, other than for a special event agreed to by Town Council and referred to on the booking form. No animals whatsoever are to enter the kitchen at any time.

## 20 COMPLIANCE WITH THE CHILD PROTECTION LEGISLATION

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- 20.1 The Hirer shall ensure that any activities for children comply with the provisions of any or all Child Protection Legislation, including the Children Act of 1989 and any subsequent legislation, and that, only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to the children. Checks may also apply where vulnerable adults are taking part in activities. The Hirer shall provide the Town Council with a copy of their DBS check and Child Protection Policy on request.

## 21 FLY POSTING

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- 21.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member and employee of Stone Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 22 SALE OF GOODS

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- 22.1 The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on manufacturers recommended retail prices.

## 23 FILM SHOWS

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- 23.1 Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

## 24 CANCELLATION

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- 24.1 If the Hirer wishes to cancel the booking before the date of the event and the Town Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Town Council.
- 24.2 Stone Town Council reserves the right to cancel any hiring in the event of:
- a. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
  - b. The Town Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
  - c. The premises becoming unfit for the use intended by the Hirer

- d. An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- 24.3 In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 25 END OF HIRE

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- 25.1 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, and all rubbish removed from the premises otherwise the Town Council shall be at liberty to make an additional charge.

## 26 NOISE

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- 26.1 The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device available or provided at the premises and comply with any other licensing condition for the premises. Doors to the building should be kept closed during the event so that noise does not affect residents in nearby housing.

## 27 STORED EQUIPMENT

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- 27.1 The Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.
- 27.2 All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

## 28 NO ALTERATIONS

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- 28.1 No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Council.

28.2 At the discretion of the Council. any alteration, fixture or fitting or attachment so approved shall either:

- a. Remain in the premises at the end of the hiring and become the property of the Council
- b. Be removed by the Hirer, who must make good to the satisfaction of the Council any damage caused to the premises by making the alteration or its removal.

28.3 No fixtures, fittings or Centre property may be removed.

## 29 NO RIGHTS

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The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.