



**Town Clerk**

Les Trigg

**Tel: 01785 619740**

**Email: [clerk@stonetowncouncil.gov.uk](mailto:clerk@stonetowncouncil.gov.uk)**

15 Station Road  
Stone  
ST15 8JP

23 December 2019

Dear Councillor,

A meeting of the **ESTATES SUB COMMITTEE** will be held in the **Council Chamber at 15 Station Road, Stone** on **Tuesday 7 JANUARY 2020** at 7:10pm or on the rising of the Tourism & Town Promotion Sub Committee, if later.

I trust you will be able to attend.

Les Trigg  
Town Clerk

Councillors: I. Fordham (Chair), A. Best (Vice Chair), Mrs L. Davies, M. Hatton,  
Mrs J. Hood, C. Thornicroft and R. Townsend

**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. **Minutes of Previous Meeting**

To confirm as a correct record the minutes of the meeting of the Estates Sub-Committee held on 12 November 2019, Minute No's EST20/009 – EST20/015 (attached).

5. **Community Centre Terms & Conditions of Hire**

To undertake a review of the Council's Terms & Conditions of hire for:

- Frank Jordan Centre

- Stone Station Community Centre

Draft revised terms and conditions for each facility are attached.

6. **Members Motions Under Standing Order 4**

**Councillor Mark Hatton**

*'I would like to propose that the Town Council transfers its electricity supply to a renewable energy provider for all sites where it has direct control over the electricity supplier.*

*The Sub-Committee is asked to support this initiative'.*

7. **Budget 2020-21 – 2022-23**

To consider the report of the Town Clerk (attached)

8. **Reports of Working Groups**

- Market Strategy (Market Pricing & Strategy)
- Use of Frank Jordan Centre and Stone Station

Will any Councillors who wish to speak at this meeting, but are not members of the Sub-Committee, please inform the Chairman before the start of the meeting

Members of the public are welcome 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

## Minutes of the meeting held in the Council Chamber at 15 Station Road, Stone, on Tuesday 12 November 2019

**PRESENT:** Councillor I. Fordham in the Chair and  
Councillors: A. Best, Mrs L. Davies, M. Green, Mrs J. Hood, C. Thornicroft and  
R. Townsend

By Chairman's invitation: Councillor Mrs K. Dawson

**ABSENT:** Councillors: M. Hatton and R. Kenney

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**EST20/009**     **Apologies**

Councillor R. Kenney

**EST20/010**     **Declarations of Interest and Requests for Dispensations**

None received

**EST20/011**     **Representations from Members of the Public**

None received

**EST20/012**     **Minutes of Previous Meeting**

That the minutes of the Estates Sub-Committee meeting held on the 13 August 2019 (Minute Numbers EST20/001 – EST20/008), be approved as a correct record subject to correction of the spelling Weatherspoon, which should read Wetherspoon (EST20/007).

**EST20/013**     **Audit of Assets**

The Sub-Committee received a progress report on implementation of its recommendations from a previous meeting, relating to the audit of assets (Minute Number EST20/006):

Noticeboard (Recommendation 1) – This is an item for consideration when the budget is determined for 2020-21. A quotation has been received and a meeting arranged to determine the exact location of the noticeboard to be installed in Stafford Street. After a survey of the ground to ensure the positioning is possible, the necessary permissions will be sought from the owner of the land.

LED Lights (Recommendation 2) – Replacement lights will be installed as a

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\* Items marked with an asterisk refer to reports or papers circulated with the agenda or distributed at the meeting. They are attached as an appendix to the signed copy of the Council minutes.

matter of course.

Bus Shelters – (Recommendation 3) – All Town Council bus shelters have been cleaned with the exception of the one sited in Manor Rise.

It has been verified that the Crown Street bus shelter is not owned by the Town Council.

Bus Shelter additional improvement works:

- New panels and repaint – Replacement panels have been ordered. Appropriate weather is needed to enable the repaint work to be done. The Crown Street bus shelter is not owned by the Town Council.
- Repaint: Christchurch Way and Manor Rise – Appropriate weather is needed to enable the repaint work to be undertaken.
- Prune Laurel: Oulton Road – The work has been done.

Bus Shelters – (Recommendation 4) – Will be routinely cleaned in April and maintenance requirements identified as a matter of course.

The Granville Square bus shelter has just been cleaned by the County Council. The programmed frequency of clean is once yearly.

Bus Shelters – on Newcastle Road and Stafford Road (Recommendation 5) – As above.

Paintwork at Frank Jordan Centre – (Recommendation 6) – The Conservation Officer's advice is that the external paintwork must be refreshed with a classic colour.

Appointment of Working Group – (Recommendation 7) – A Working Group has been appointed to look at how use of the Frank Jordan Centre and Stone Station Community Centre can be increased. A report on its meetings will be given later in the agenda.

The Chairman proposed that the order of the following agenda items be switched to provide an opportunity for Councillor Hatton to join the meeting for item 6 (EST20/015).

## **EST20/014 Reports of Working Groups**

### **Market Strategy**

The Market Strategy Working Group would report back to the Sub-Committee when performance of the markets and their pricing structure had been reviewed. It was considered that the best time for doing this would be post-Christmas trading.

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## **Use of Frank Jordan Centre and Stone Station**

The Vice Chairman provided a verbal update on the work of the Working Group. The Town Clerk who had supported one of its meetings, had advised the Working Group that business was being lost because no Wi-Fi facilities are available for use by hall hirers at either venue and no projection equipment is available.

The costs of providing public Wi-Fi and projection equipment in both venues was reported by the Town Clerk.

The Sub-Committee concluded that the Town Council would like to reach a position where it can market both venues with Wi-Fi facilities installed. The Town Clerk stated that this would be included in the budget report at the Sub-Committee's next meeting.

It was agreed that the Working Group would investigate the best and most cost effective method for installing projection equipment into both centres before reporting back to the next Sub-Committee meeting. Upon reaching this point, the Working Group will draw to a close, handing over its recommendations to the Marketing & Events Assistant.

## **EST20/015 Members Motions Under Standing Order 4**

### **Councillor Mark Hatton**

*'I would like to propose that the Town Council transfers its electricity supply to a renewable energy provider for all sites where it has direct control over the electricity supplier.*

*The Sub-Committee is asked to support this initiative'.*

RECOMMENDED: As the proposer was not present at the meeting, the motion could not be considered.

**Chairman**

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# Stone

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## Town Council



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Frank Jordan Centre

Terms and Conditions of Hire

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January 2020

# Contents

1	Introduction .....	3
2	Hirer .....	3
3	Supervision .....	3
4	Use of Premises .....	3
5	Use of Equipment Etc. ....	4
6	Kitchen Areas and Equipment .....	5
7	Closed Circuit Television (CCTV) .....	5
8	Gaming, Betting and Lotteries .....	5
9	Licensable Activities.....	5
10	Public Safety Compliance.....	5
11	Means of Escape.....	6
12	Outbreaks of Fire or Flood.....	6
13	Health and Hygiene .....	7
14	Electrical Appliance Safety.....	7
15	Insurance and Indemnity.....	7
16	Accidents and Dangerous Occurrences .....	8
17	Explosives and flammable substances.....	8
18	No Smoking Policy .....	8
19	Decorations and Displays.....	8
20	Heating Appliances .....	8
21	Drunk & Disorderly, Anti-Social Behaviour and Illegal Drugs or Other Substances .....	9
22	Animals .....	9
23	Safeguarding .....	9
24	Fly posting.....	9
25	Sale of goods.....	10
26	Film shows .....	10
27	Cancellation .....	10
28	End of hire.....	11
29	Noise .....	11
30	Stored equipment.....	11
31	No Alterations.....	11
32	No Rights.....	12
	Appendix A: Fire Escapes & Equipment.....	13

## 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 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 sub-hire the premises, nor use them for any purpose other than that described in the Hiring Agreement. The premises may not be used for any unlawful purpose or in any unlawful way. The Hirer shall not bring onto the premises anything which may endanger its lawful use or render invalid any insurance policies in place. In particular, the consumption of alcohol on the premises is specifically prohibited without the Council's 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 foyer area is not to be used for any purpose, other than as a means of access to the building, toilets and store room and, if specifically designated at the time of the booking, as an area for the storage of prams, pushchairs, wheelchairs and mobility scooters whilst not in use. The undertaking of any other activities in this area is strictly prohibited.
- 4.5 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 until the Centre is next opened.
- 4.6 Bicycles, skateboards, roller skates, scooters and similar items are not permitted in the building at any time.
- 4.7 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.
- 4.8 The building should always be left as it was found. Any issues should be notified to the Council prior to the commencement of a booking. A charge will be made for work to return the building to the appropriate standard, if necessary. This includes, for example, cleaning, repairs and the replacement of damaged or missing items.
- 4.9 The Council reserves the right to refuse bookings where it believes that undue wear and tear may occur to the building or its fixtures, fittings or equipment.

## 5 USE OF EQUIPMENT ETC.

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- 5.1 Tables and chairs are provided for the use of hirers, but needs should be conveyed to the Town Council in advance of a booking so that the Caretaker can both set up and put away these items. There is a risk to safety from the chair stacks and from movement of the tables, particularly on and off the trolleys, so this task should only be undertaken by the Centre caretaker.
- 5.2 Hirers should not move equipment belonging to the Town Council or other hirers.
- 5.3 Where hirers bring their own equipment into the Centre, they accept full liability for its movement and use.
- 5.4 Permission should be obtained from the Council before any items not belonging to the Council are stored at the Centre. The hirer agrees to indemnify the Council against any consequences of this storage (see also section 30 below).

## 6 KITCHEN AREAS AND EQUIPMENT

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- 6.1 The Hirer accepts full liability for the use of the kitchen facilities and any/all consequences that may result from this use.
- 6.2 Kitchen facilities may only be used if agreed by the Council at the time of booking. The use may be subject to a deposit and charge separately from the hire of the room in accordance with the policy of the Council at the time of the booking.
- 6.3 The kitchen should always be left as it was found. Any issues should be notified to the Council prior to the commencement of a booking. A charge will be made for work to return the kitchen to the appropriate standard if necessary. This includes, for example, cleaning, repairs and the replacement of damaged or missing items.

## 7 CLOSED CIRCUIT TELEVISION (CCTV)

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- 7.1 The Hirer notes that the premises, both internally and externally, are covered by CCTV and accepts that activities at the Centre are likely to be recorded. The Council will comply with data protection requirements in respect of personal data.

## 8 GAMING, BETTING AND LOTTERIES

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- 8.1 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.

## 9 LICENSABLE ACTIVITIES

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- 9.1 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.

## 10 PUBLIC SAFETY COMPLIANCE

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- 10.1 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.

10.2 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 (see Appendix A).
- 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.

10.3 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.

10.4 Any spillages or similar must be cleaned up by the hirer immediately.

10.5 Whilst modes of transport for babies, children and the disabled, such as prams, pushchairs, wheelchairs and mobility scooters will be permitted in the building, any items not in use will need to be stored in the designated location to ensure that escape routes are kept clear at all times.

## 11 MEANS OF ESCAPE

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11.1 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

11.2 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).

## 12 OUTBREAKS OF FIRE OR FLOOD

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12.1 The Fire Brigade shall be called to any outbreak of fire or flood, and details thereof shall be given to the Town Council.

## 13 HEALTH AND HYGIENE

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- 13.1 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.

## 14 ELECTRICAL APPLIANCE SAFETY

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- 14.1 The Hirer shall not use any electrical appliances without prior agreement of the Council, and shall ensure that any such 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.

## 15 INSURANCE AND INDEMNITY

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- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 Stone Town Council is insured against any claims arising out of its own negligence.

## 16 ACCIDENTS AND DANGEROUS OCCURRENCES

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- 16.1 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.
- 16.2 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.

## 17 EXPLOSIVES AND FLAMMABLE SUBSTANCES

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- 17.1 The Hirer shall ensure that:
- a. Highly flammable substances are not brought into, or used in any part of the premises including BBQ equipment.
  - 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.

## 18 NO SMOKING POLICY

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

## 19 DECORATIONS AND DISPLAYS

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- 19.1 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, including the use of nails, staples, picture fixings or blu-tack.
- 19.2 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.

## 20 HEATING APPLIANCES

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

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

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- 21.1 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.

## 22 ANIMALS

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- 22.1 The Hirer shall ensure that no animals are allowed into the building at any time, except guide and hearing dogs. No animals whatsoever are to be allowed to enter the kitchen areas at any time.

## 23 SAFEGUARDING

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- 23.1 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.
- 23.2 If the Centre has been hired for use with children or adults at risk and parents/carers are not present, the Hirer confirms that an appropriate safeguarding policy is in place. If this is not the case, the Hirer will be expected to inform the Town Council, and conform to the Town Council's own safeguarding policy, which is available at [www.stonetowncouncil.gov.uk](http://www.stonetowncouncil.gov.uk).

## 24 FLY POSTING

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- 24.1 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.

## 25 SALE OF GOODS

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- 25.1 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.

## 26 FILM SHOWS

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- 26.1 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.

## 27 CANCELLATION

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- 27.1 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.
- 27.2 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.
- 27.3 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.

## 28 END OF HIRE

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- 28.1 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.

## 29 NOISE

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- 29.1 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.

## 30 STORED EQUIPMENT

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- 30.1 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.
- 30.2 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.

## 31 NO ALTERATIONS

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- 31.1 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.
- 31.2 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.



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

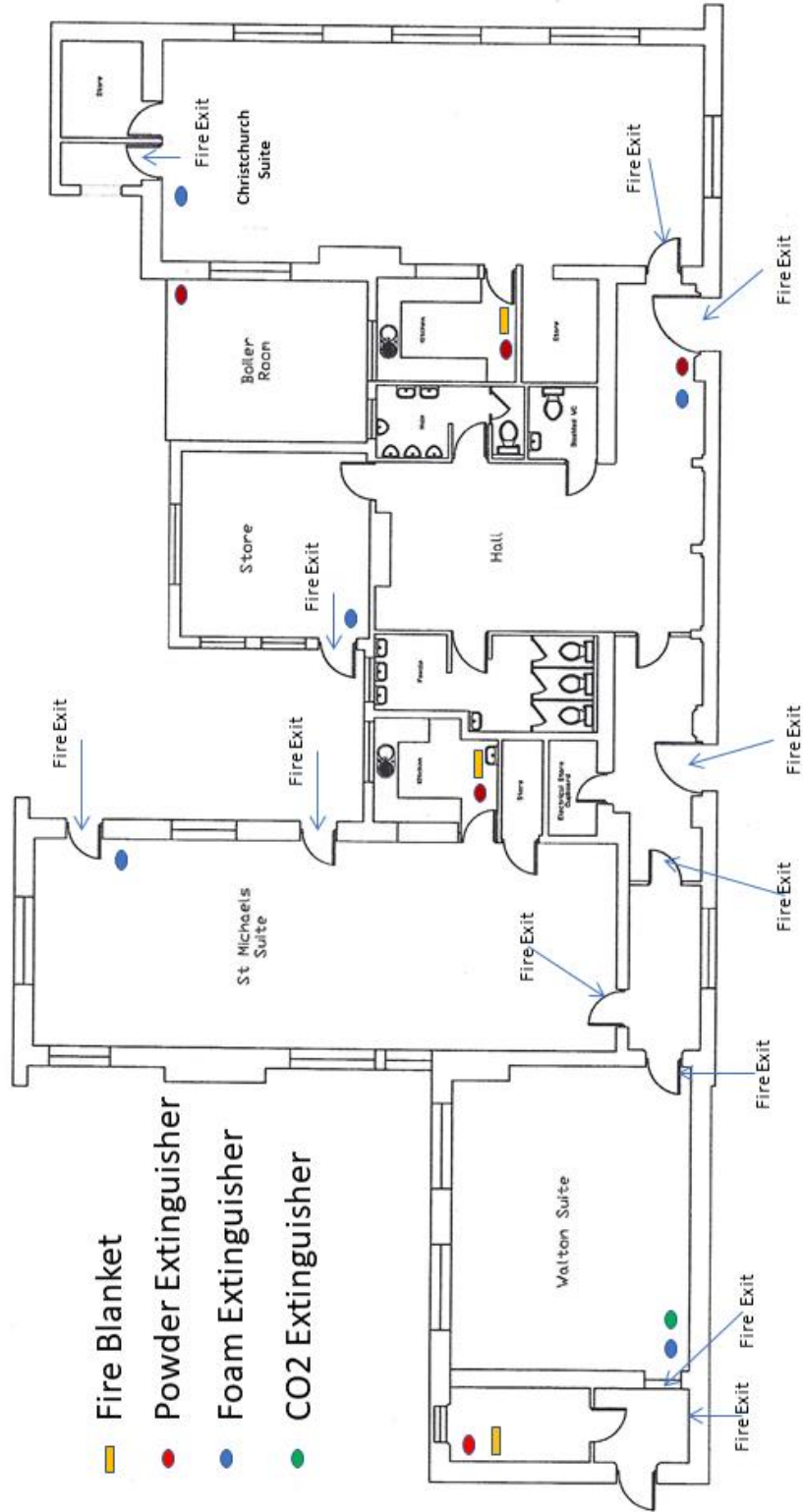
## 32 NO RIGHTS

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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.

# APPENDIX A: FIRE ESCAPES & EQUIPMENT

**Frank Jordan Centre – Location of Fire Exits and Equipment**



# Stone

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## Town Council



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### Stone Station Community Centre Terms and Conditions of Hire

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January 2020

# Contents

1	Introduction .....	4
2	Hirer .....	4
3	Supervision .....	4
4	Use of Premises .....	4
5	Use of Equipment Etc. ....	5
6	Kitchen Areas and Equipment .....	5
7	Gaming, Betting and Lotteries .....	6
8	Licensable Activities.....	6
9	Public Safety Compliance.....	6
10	Means of Escape .....	7
11	Outbreaks of Fire or Flood.....	7
12	Health and Hygiene .....	7
13	Electrical Appliance Safety.....	8
14	Insurance and Indemnity.....	8
15	Accidents and Dangerous Occurrences .....	8
16	Explosives and flammable substances.....	9
17	No Smoking Policy .....	9
18	Decorations and Displays.....	9
19	Heating Appliances .....	9
20	Drunk & Disorderly, Anti-Social Behaviour and Illegal Drugs or Other Substances .....	9
21	Animals .....	10
22	Safeguarding .....	10
23	Fly posting.....	10
24	Sale of goods.....	10
25	Film shows .....	11
26	Cancellation .....	11
27	End of hire.....	11
28	Noise .....	12
29	Stored equipment.....	12
30	No Alterations.....	12
31	No Rights.....	12
	Appendix A: Fire Escapes & Equipment.....	13



## 1 INTRODUCTION

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- 1.1 These standard conditions apply to all hiring of the Stone Station Community 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 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 Stone Station Community Centre building and other associated land and structures.
- 4.2 The Hirer shall not sub-hire the premises, nor use them for any purpose other than that described in the Hiring Agreement. The premises may not be used for any unlawful purpose or in any unlawful way. The Hirer shall not bring onto the premises anything which may endanger its lawful use or render invalid any insurance policies in place. In particular, the consumption of alcohol on the premises is specifically prohibited without the Council’s 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 should be aware that the car park outside the building is a free car park for railway users. Whilst Centre users are free to use the car park, they should be aware that it can get full and spaces may not always be available. Vehicles must only be parked in the designated area, and must not block access to other parts of the car park.
- 4.5 Bicycles, skateboards, roller skates, scooters and similar items are not permitted in the building at any time.
- 4.6 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.
- 4.7 The building should always be left as it was found. Any issues should be notified to the Council prior to the commencement of a booking. A charge will be made for work to return the building to the appropriate standard, if necessary. This includes, for example, cleaning, repairs and the replacement of damaged or missing items.
- 4.8 The Council reserves the right to refuse bookings where it believes that undue wear and tear may occur to the building or its fixtures, fittings or equipment.

## 5 USE OF EQUIPMENT ETC.

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- 5.1 Tables and chairs are provided for the use of hirers, but needs should be conveyed to the Town Council in advance of a booking so that the Caretaker can both set up and put away these items. There is a risk to safety from the chair stacks and from movement of the tables, particularly on and off the trolleys, so this task should only be undertaken by the Centre caretaker.
- 5.2 Hirers should not move equipment belonging to the Town Council or other hirers.
- 5.3 Where hirers bring their own equipment into the Centre, they accept full liability for its movement and use.
- 5.4 Permission should be obtained from the Council before any items not belonging to the Council are stored at the Centre. The hirer agrees to indemnify the Council against any consequences of this storage (see also section **Error! Reference source not found.**).

## 6 KITCHEN AREAS AND EQUIPMENT

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- 6.1 The Hirer accepts full liability for the use of the kitchen facilities and any/all consequences that may result from this use.
- 6.2 Kitchen facilities may only be used if agreed by the Council at the time of booking. The use may be subject to a deposit and charge separately from the hire of the room in accordance with the policy of the Council at the time of the booking.
- 6.3 The kitchen should always be left as it was found. Any issues should be notified to the Council prior to the commencement of a booking. A charge will be made for work to return the kitchen to the appropriate standard if necessary. This includes, for example, cleaning, repairs and the replacement of damaged or missing items.

## 7 GAMING, BETTING AND LOTTERIES

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- 7.1 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.

## 8 LICENSABLE ACTIVITIES

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- 8.1 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.

## 9 PUBLIC SAFETY COMPLIANCE

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- 9.1 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.
- 9.2 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 (see Appendix A).
  - 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.

9.3 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.

9.4 Any spillages or similar must be cleaned up by the hirer immediately.

9.5 Whilst modes of transport for babies, children and the disabled, such as prams, pushchairs, wheelchairs and mobility scooters will be permitted in the building, any items not in use will need to be stored in the designated location to ensure that escape routes are kept clear at all times.

## 10 MEANS OF ESCAPE

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10.1 All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

10.2 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).

## 11 OUTBREAKS OF FIRE OR FLOOD

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11.1 The Fire Brigade shall be called to any outbreak of fire or flood, and details thereof shall be given to the Town Council.

## 12 HEALTH AND HYGIENE

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12.1 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.

## 13 ELECTRICAL APPLIANCE SAFETY

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- 13.1 The Hirer shall not use any electrical appliances without prior agreement of the Council, and shall ensure that any such 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.

## 14 INSURANCE AND INDEMNITY

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- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 Stone Town Council is insured against any claims arising out of its own negligence.

## 15 ACCIDENTS AND DANGEROUS OCCURRENCES

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- 15.1 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.

- 15.2 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.

## **16 EXPLOSIVES AND FLAMMABLE SUBSTANCES**

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- 16.1 The Hirer shall ensure that:
- a. Highly flammable substances are not brought into, or used in any part of the premises including BBQ equipment.
  - 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.

## **17 NO SMOKING POLICY**

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- 17.1 Smoking/vaping is not allowed within the Centre building at any time.

## **18 DECORATIONS AND DISPLAYS**

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- 18.1 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, including the use of nails, staples, picture fixings or blu-tack.
- 18.2 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.

## **19 HEATING APPLIANCES**

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

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

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- 20.1 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.

## 21 ANIMALS

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- 21.1 The Hirer shall ensure that no animals are allowed into the building at any time, except guide and hearing dogs. No animals whatsoever are to be allowed to enter the kitchen areas at any time.

## 22 SAFEGUARDING

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- 22.1 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.
- 22.2 If the Centre has been hired for use with children or adults at risk and parents/carers are not present, the Hirer confirms that an appropriate safeguarding policy is in place. If this is not the case, the Hirer will be expected to inform the Town Council, and conform to the Town Council's own safeguarding policy, which is available at [www.stonetowncouncil.gov.uk](http://www.stonetowncouncil.gov.uk).

## 23 FLY POSTING

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- 23.1 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.

## 24 SALE OF GOODS

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- 24.1 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.

## 25 FILM SHOWS

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- 25.1 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.

## 26 CANCELLATION

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- 26.1 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.
- 26.2 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.
- 26.3 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.

## 27 END OF HIRE

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- 27.1 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.

## 28 NOISE

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- 28.1 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.

## 29 STORED EQUIPMENT

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- 29.1 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.
- 29.2 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.

## 30 NO ALTERATIONS

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- 30.1 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.
- 30.2 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.
- 30.3 No fixtures, fittings or Centre property may be removed.

## 31 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.

## APPENDIX A: FIRE ESCAPES & EQUIPMENT

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To be added

## Stone Town Council – Estates Sub-Committee

7<sup>th</sup> January 2020

### Estates Sub-Committee Budget 2020-21 to 2022-23

#### Report of Town Clerk

#### Introduction

1. The purpose of this report is to determine the level of budget for services under its control that the Sub-Committee wishes to recommend to the General Purposes Committee meeting on 21<sup>st</sup> January 2020.

#### Background

2. The General Purposes Committee on 3<sup>rd</sup> December 2019 considered the standstill budget for 2020-21 and indicative figures for the next two years based on a number of assumptions contained within the report.
3. The figures for this Sub-Committee are:

<b>Actual 2018-19 £</b>		<b>Budget 2019-20 £</b>	<b>Forecast 2019-20 £</b>	<b>Budget 2020-21 £</b>	<b>Budget 2021-22 £</b>	<b>Budget 2022-23 £</b>
15,363	Frank Jordan Centre	6,800	3,400	3,500	3,600	3,700
8,747	Stone Station	8,500	8,900	9,200	9,500	9,800
-5,171	Town Market	-13,200	-10,100	-10,400	-10,700	-11,000
-	Stone Heritage Centre	125,000	125,000	75,000	41,000	42,200
4,340	Car Parking	4,500	100	-	-	-
8,908	Bus Shelters & Street Furniture	4,600	4,600	7,900	4,900	5,000
-	Public Conveniences	6,600	-	-	-	-
782	Street Lighting	500	600	600	600	600
405	Dog & Litter Bins	700	700	700	700	700
-	Joules Clock	300	1,000	300	300	300
329	Town Electricity Supply	400	400	400	400	400
-	Building Maintenance	19,700	19,700	10,000	10,000	10,000
<u>33,703</u>	<b>TOTAL</b>	<u>164,400</u>	<u>154,300</u>	<u>97,200</u>	<u>60,300</u>	<u>61,700</u>

4. In respect of the figures above, Members should note:
  - a. The budget for the Frank Jordan Centre assumes income and expenditure at broadly current levels, with allowance for inflation. The current year's forecast includes allowances for car park spraying, rebuilding the wall, removing the railings, remarking the car park, painting external woodwork and the new sign.



- b. The Stone Station forecast for the current year includes provision for repairs to the step at the main entrance, repairs to the roof and power-washing the yard.
  - c. This budget includes a provision for the setting up and operation of the new Heritage Centre at Crown Wharf in accordance with the report to the General Purposes Committee on 3<sup>rd</sup> September 2019. The Council's £100,000 reserve that it has been holding in respect of Crown Wharf will be utilised towards the cost of this work to partly offset the expenditure budgeted for the current year.
  - d. The Markets budget assumes income and expenditure at broadly current levels, with allowance for inflation.
  - e. The Crown Wharf and Northesk Street car parks closed earlier this year. This has been reflected in the budget.
  - f. The Bus Shelters and Street Furniture budget for 2020-21 includes the provision of £3,200 for a new noticeboard. The ongoing budget includes provision for a rolling programme of bench and bus shelter maintenance together with an allowance for contingencies to allow for unforeseen items which may arise during the year.
  - g. The Public Conveniences budget was included in previous years due to the planned handing over of responsibility for cost of maintaining the Station Road public conveniences from Stafford Borough on 1<sup>st</sup> April 2017. No formal agreement has yet been reached with Stafford Borough Council for the transfer of the responsibility, however, so this budget has been removed. It will need to be reinstated should agreement be reached in the future.
  - h. The Street Lighting, Dog and Litter Bin, Joules Clock and Town Electricity Supply budgets assume that expenditure will continue at broadly the current levels.
  - i. No spending has yet been made in the current year against the Building Maintenance provision. Any underspending will be rolled forward into next year. An annual provision of £10,000 has been included for 2020-21 and subsequent years. Members will need to determine their priorities for the use of this sum.
5. As reported to the meeting of the General Purposes Committee on 3<sup>rd</sup> December, the standstill budget is just the starting point for the budget process. Members will want to review this standstill budget and the amounts provisionally included. In addition, there are likely to be other areas where Members will want to undertake new developments or stop/change the things that the Council is doing now.
  6. The Sub-Committee is asked to consider the standstill budget and any areas of growth or savings which they would want to be taken into account in setting the budget for 2020-21 and future years.

### **Budget Changes**

7. Elsewhere on today's agenda, a Working Group report is suggesting changes to the Sub-Committee's budget. These will need to be considered alongside this report and a decision made on the items to be put forward to the General Purposes Committee for inclusion.
8. The Sub-Committee has previously discussed the provision of free public wi-fi at both the Frank Jordan Centre and Stone Station, and now needs to decide whether it wishes to recommend including this in the budget. The cost would be £1,540 at the Frank Jordan Centre, £2,230 plus £540 per annum at the Station, or £2,910 plus £540 per annum for both sites if they are implemented at the same time.

### **Recommendations**

9. Members are asked to recommend their proposed budget for consideration by the General Purposes Committee on 21<sup>st</sup> January 2020.