



Congleton Town Council

Historic market town

Town Clerk: **BRIAN HOGAN**



5th June 2014

Dear Councillor,

Town Hall Committee – Thursday 12th June, 2014

You are requested to attend a meeting of the Town Hall Committee, to be held in the Town Hall, High Street, Congleton on **Thursday 12th June 2014 at 7.00pm.**

Members of this committee who are unable to attend are reminded of the need to give apologies in advance with the reason for non-attendance.

Yours sincerely,

TOWN CLERK

AGENDA

1. Apologies for absence.

2. Minutes (enclosed)

To confirm the minutes of the Meeting held on 23rd January 2014, as a correct record.

3. Declarations of Interest

Members are requested to declare both “pecuniary” and “non pecuniary” interests as early in the meeting as they become known.

4. Outstanding Actions

There are no outstanding actions.

Congleton
beartown
where friends are made

Congleton Town Council, Town Hall, High Street, Congleton, Cheshire CW12 1BN

Tel: 01260 270350 Fax: 01260 280357

Email: info@congletontowncouncil.co.uk www.congleton-tc.gov.uk

5. Land at the Rear of the Town Hall.

To receive a verbal update on granting of the proposed access licence for the restricted right of way at the rear of the Town Hall.

6. Town Hall Roof (enclosed)

To receive and consider a report on the tender and specification for repairs to the Grand Hall roof.

7. Agreement With Posh Nosh Parties (enclosed)

To receive the final version of the agreement with Posh Nosh Parties.

8. Carbon Footprint (enclosed)

To consider a report on the carbon footprint of the Town Hall.

9. Town Hall Trading Account (enclosed)

To consider a report by the Support Manager.

To Members of the Town Hall Committee
ccs. Other members of the Council
Honorary Burgesses (5) for information
Press (3)

CONGLETON TOWN COUNCIL

**MINUTES OF THE MEETING OF THE TOWN HALL COMMITTEE HELD ON
THURSDAY, 23RD JANUARY 2014**

PRESENT: Councillors D A Parker (Chairman in the Chair)
 Mrs D S Allen
 P Bates
 G Baxendale
 D T Brown
 G R Edwards
 G P Hayes (Town Mayor)
 Mrs A M Martin
 Mrs J D Parry
 Mrs E Wardlaw

a. **APOLOGIES**

Apologies for absence were received from Councillor J S Crowther , D Murphy and N T Price.

Apologies were also received from Councillor G S Williams who is not a member of this particular committee.

b. **MINUTES**

THC/22/1314/RESOLVED- That the minutes of the Meeting held on 14th November 2013 be approved and signed by the Chairman as a correct record.

3. **DECLARATIONS OF INTEREST**

Members are requested to declare both "pecuniary" and "non-pecuniary" interests as early in the meeting as they become known.

Cllrs G Baxendale and D T Brown declared a non-pecuniary interest in any matters related to Cheshire East Council.

c. **OUTSTANDING ACTIONS**

THC/19/1314 The Town Clerk in conjunction with Cllr L D Barker to contact the previous Town Hall roofing contractor to seek recompense for the inferior quality of the work carried out.

5. LAND AT THE REAR OF THE TOWN HALL

The Town Clerk provided a verbal report on the status of discussions with the landlord of 3 High Street, Congleton in respect of agreeing a licence to cross over Town Council land.

THC/23/1314 RESOLVED that the Town Clerk arrange a meeting as soon as possible with the landlord of 3 High Street to conclude matters.

6. TOWN HALL ROOF

The members considered a report on further problems with the various roofs which make up the Town Hall complex.

THC/24/1314 RESOLVED that the following work be xx to the lowest tender provided by A D Booth:

- a. Bridestones roof - £16,020 + VAT
- b. Roof over the main staircase £2,450 + VAT
- c. Repairs to the Museum, guttering and fascia boards £11,700 + VAT

7. AGREEMENT WITH POSH NOSH PARTIES LTD

A report on the amendments to an ongoing agreement with Posh Nosh Parties Ltd was considered.

THC/50/1314 RESOLVED that: -

1. The new terms of the agreement recommended by the working group be approved.
2. The Town Clerk to arrange to have to have a new agreement drawn up by our own solicitors.

8. ACOUSTIC REPORT

The committee considered the comments made by Cheshire East Council concerning problems with the acoustics in the Town Hall.

THC/26/1314 RESOLVED that:-

1. The Town Clerk to contact Cllr Roland Domleo to seek his advice on the acoustic problems.
2. The Town Clerk to contact Cheshire East to advise them that we are working on the problem.

9. TOWN HALL TRADING ACCOUNT

The Town Hall Trading Account was presented to members for consideration.

THC/27/1314 RESOLVED that the Town Hall Trading Account be received.

D A PARKER
(CHAIRMAN IN THE CHAIR)

Town Hall Committee Meeting

Thursday 12th June 2014

Report on the Tender and Specification for repairs to the Grand Hall Roof

1. The tender process commenced in February 2014 with an advert being placed in the Congleton Chronicle inviting tenders to be submitted for the repair and refurbishment of the Grand Hall roof from suitably qualified roofing contractors. The advert appeared on Thursday 9th February 2014.
2. Five tender packs were sent out to known roofing contractors in the North West by the Town Council to the following organisations:-
 - a. Staffordshire Roofing
 - b. A.D. Booth
 - c. Roofing and Building
 - d. Mardale Services
 - e. Steve Emery Ltd
3. The closing date for tender applications was Friday 21st March 2014.
4. Two enquires were made by contractors as a consequence of the advert in the Chronicle, but, no tender submission was subsequently made.
5. Of the 5 tender packs sent out by the Town Council only one was returned which was from A.D. Booth.
6. The cost of the tender submitted by A.D. Booth is £115,000 + VAT

Recommendation

7. To award the contract to repair and refurbish the Grand Hall roof to A.D. Booth at a cost of £115,000 + VAT

Congleton Town Council

Invitation to Tender

Tenders are invited from suitably qualified roofing contractors to refurbish the roof of the Grand Hall, located within Congleton Town Hall.

Tender packs can be obtained from the Town Hall and the closing date for tender submissions is Friday 21st March 2014.

Contact details

Tel: 01260 270350

Congleton Town Council
Town Hall
Congleton
Cheshire
CW12 1BN



A. D. Booth & Sons Ltd

ROOFING SPECIALISTS IN TILES AND SLATES

- OFFICE -

22a NASH STREET, NEWCASTLE-UNDER-LYME
STAFFORDSHIRE
ST5 6DR



Stoke-on-Trent: 01782 621636 Crewe: 01270 250052
Leek: 01538 373898 Stafford: 01785 227712 Fax: 01782 715208

Chris Jones
Town Hall
Congleton

28/3/14

ESTIMATE

Dear Mr Jones

RE: PROPOSED RE-ROOFING TO MAIN TOWNHALL ROOF

Many thanks for inviting our family business to quote for work to be carried out. Listed below are repairs I estimate should be carried out to put the roof on the above property in good order.

Specification as follows: -

1. Supply and carefully fix scaffolding to Health & Safety regulations where required so as to cause as little inconvenience as possible.
2. Carefully remove all existing slates laths etc from main roof ensuring minimum disturbance, setting aside all un-damaged tiles and fittings for reuse.
3. De-nail all existing timber joists, examining timber for any defects whilst exposed.
4. Carefully remove debris from inside loft space to minimize weight on ceiling.
5. Supply and fix 450mm damp proof course to eaves area of roof.
6. Supply and fix new breather membrane felt to reduce risks of condensation.
7. Supply and fix with galvanized nails new treated softwood timber tiling battens laid at a suitable gauge to all roof area.
8. Remove all existing lead flashings, replace with new where required re-pointing in sand and cement mortar containing Unibond and Feb.
9. Relay original slates supplying and fixing new slates for those broken or damaged, wherever possible reclaimed slates shall be used to match existing.

Continued



E-mail: roofingman@adboothandsons.co.uk Web: www.adboothandsons.co.uk

Company Registered in England
5196345

VAT Reg. No. 854 6665 86

COUNCIL APPROVED

Mr Jones

Continuation

10. Bed on existing ridge tiles in a good sand and cement mortar containing Unibond and Feb liquid supplying and fitting new ridge tiles or similar ridge tiles for any broken, damaged or missing.
11. The roof will be left water- tight at the end of each working day.
12. Upon completion of all work carried out all waste materials incurred by our good selves, shall be remove leaving the property clean an tidy

Labour and materials	£82,000.00	(Eighty Two Thousand Pounds)	Excluding VAT
Scaffolding Cost	£33,000.00	(Thirty Three Thousand Pounds)	Excluding VAT

The above price includes a 10% Slate breakage allowance

If you have any queries regarding the matter please do not hesitate to contact us.
Hoping this meets with your approval and assuring you of our best attention at all times.

Yours Faithfully

A. BOOTH

Part 4

CONGLETON TOWN COUNCIL

TENDER AND SPECIFICATION FOR REPAIRS TO GRAND HALL ROOF

All required Cost Breakdowns must be completed in full.

Description of Site

Town Council owned Grand Hall roof areas specified on the accompanying plan

Address

Town Hall, High Street, Congleton, Cheshire, CW12 1BN

Contractual Dates

Based on a Contract Period of **10 weeks**.

Commencement Date – TBA

Completion Date – TBA

Means of Access

The Contractor shall visit the site during the tender period to ascertain the nature, extent and practicability of the proposed scheme and means of access, in respect of Local Authority and Police restrictions. The Contractor shall include within the tender for any costs arising from any restrictions imposed by the aforementioned bodies, as no claim on the grounds of want of knowledge in this respect will be entertained.

Information

All tender enquiries should be addressed to **Mr B Hogan Town Clerk** – Tel 01260 270350

Tender

Tenders to be provided in a sealed envelope addressed to the Town Clerk and clearly stating on the front of the envelope: - **Tender Documents – Private and Confidential**

Examination and Adjustment of the priced bill(s)

Any errors discovered in the tender analysis shall be notified to the Contractor, and they will be afforded the opportunity of confirming, amending or withdrawing their offer.

Drawing/Schedules, etc.

Drawings as attached as part of this document.

Compound

The Contractor is to include in his tender for the provision of a suitable compound facility comprising office accommodation, health and welfare facility, and storage areas sufficient for the execution of the works. Include for installation, running costs and removal from site upon completion. It is advised that security should be made a priority when designing and specifying the site set up.

Location

In addition, the Contractor is required to make adequate enquiries during the tender stage to identify suitable locations for his compound and in the event of winning the tender shall obtain all necessary permission for the establishment of the compound. No claim in respect of want of knowledge regarding the provision of this facility will be entertained.

Application

The following Preliminaries are applicable to the whole of the Works contained in the Specification.

Description of Works

Details of the description of the Works, site location and access, are to be found in the Particular Preliminaries included in the Tender Enquiry documents.

Names of Parties

Congleton Town Council
Town Hall
High Street
Congleton
CW12 1BN

Contract Administrator:

Chris Jones
Facilities Manager/ CDM Co-ordinator:-
Town Hall
High Street
Congleton
CW12 1BN

Visit to Site

The Contractor is requested to visit the site and ascertain for himself the nature and extent of the works and the conditions under which they are to be executed. No claim by the Contractor for additional payment will be allowed on the grounds that he did not or could not foresee any matter which may in fact affect or have affected the execution of the works.

Access to the front and rear of the building shall remain unobstructed at all times.

Drawings

A list of drawings and other documents from which this Specifications/Schedule of Works has been prepared are included in the Particular Preliminaries.

Conditions of Contract

The Conditions of Contract shall be the Intermediate Form of Building Contract 2011 issued by the Joint Contracts Tribunal. (Including all current revisions for CIS & CDM Regulation).

The Conditions of Contract are to be read throughout subject to the amendment and special conditions set out in the Preliminaries and Particular Conditions of Tender. The cost of complying with the requirements of the clauses in the Intermediate Form of Building Contract shall be included in the Contract Prices.

Damages for non-completion

This shall be £500.00 per week for every week or part of a week in which works remain incomplete. Shall be a period of twelve months from date of practical completion. Shall be made every 4 weeks. Retention % shall be 5% during progress of works and retention of 2.5% shall be held on Practical Completion of the contract.

The Contractor shall supply within one month of Practical Completion all documentation required for the final account.

The Contractor shall provide insurance for Public Liability with a minimum cover of £5,000,000 in respect of any accident and unlimited in respect of the Contract.

General

British Standard and Code of Practice

The letters BS and CP in the specification shall mean "British Standard" and "Code of Practice" respectively published by the British Standards Institution, 24-28, Victoria Street, London SW1. The BS and CP numbers given refer to the latest revision unless otherwise indicated.

Reference to BSI Documents

References are to the versions and amendments listed in the latest British Standards Catalogues.

Contractor's Liability/Contractor's Responsibility

The Contractor shall be held entirely responsible for any damage which may be caused to the adjoining properties and surrounding roads, footpaths and areas or persons, caused by negligence, omission or default of the Contractor, his servants or agents or of any Sub-Contractor, his servants or agents, or lack of protection or any other cause arising through the execution of the works, and he shall make good any such damage at his own cost and shall hold the Council free from any claim which may be made in consequence of any such damage, or of any act or thing done, permitted or suffered by the Contractor, his workmen or servants.

Protection of Public Property

The Contractor shall commit no unlawful act or omit to do anything required by law, in or about or incidental to the execution of the Contract, and all such work performed by the Contractor and the Contractor's servants shall be done without negligence and with all such due care, skill and ability as not to occasion any avoidable or unlawful interference, injury, nuisance, inconvenience or prejudice, (whether immediate or consequential), with or to the

rights, interests or property of any persons, or Corporations, or Statutory Undertakers or Local or other Authorities (including the Council).

Insurance Claims

If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, forthwith give notice in writing to the Employer (through the Contract Administrator) and the Insurers. Indemnify the Employer against any loss which may be caused by the Contractor's failure to give such notice.

Obligations and restrictions imposed by the Employer/Unpriced Items in the Specification
Should the Contractor leave unpriced any of the items in the Specification he shall comply with all conditions referred to at his own expense and without extra charge to the Employer.

Bond

The Contractor may have to provide surety and execute a bond with a Bank, Guarantee Corporation or Insurance Company approved by the Employer for the due performance of the Contract. The Bond shall be ten per cent (10%) of the Contract Sum. The Contractor shall pay all costs of the incidental to the preparation of the Bond. The bond will be released on certification of practical completion of the works.

Tolerances in Construction

The Contractor is responsible for the co-ordination of tolerances (whether manufacturing or workmanship) between different materials or components of the building. Claims attributed to varying tolerances between materials and components will not be considered.

Discrepancies in Documents

If the Contractor finds any discrepancy between the drawing and Specification or ambiguous instruction he is to inform the Contract Administrator, and his decision is to be obtained before a tender is submitted.

Warranty

The Contractor shall warrant that he has exercised and will exercise all proper skill and care in the design of the works and the selection of materials and goods. He will in addition to (the above) comply with and satisfy any performance specification or requirements included in or referred to in his tender as part of the description of the works.

Contingencies

A Contingency sum of 10% of the contact sum is to be included and can only be used as directed in writing by the Contract Administrator.

Work Covered Up

The Contractor must give due notice to the Contract Administrator when any work or materials are intended to be covered up, in order that the correct dimensions may be taken. In default thereof, the work shall be uncovered at the Contractor's expense.

Pay all Fees

The Contractor is to allow for and include in his tender all fees properly charged by statutory undertakings for use of or supply of their services.

Security

Notwithstanding anything contained in the above, the Contract Administrator reserves the right, without infringing the responsibility of the Contractor, to require additional security measures to be taken if, in his opinion, this is necessary. Any claim arising from delays directly or indirectly caused by lack of consultation with the Contract Administrator will not be entertained.

Contract Particulars

The building will remain occupied during the execution of the works. The Contractor will prepare a programme for the works immediately after receiving acceptance of his tender and agree it with the Contract Administrator prior to signing the contract. Work will then be executed in accordance with that programme which will become a Contract document. Once work has commenced on site the work shall proceed diligently and efficiently so as to cause minimum inconvenience and loss to the occupiers.

Programme of Operations

Two weeks before commencement of the Contract the Contractor shall present to the Contract Administrator, for his observations and ultimate agreement, a comprehensive programme of operations in the form of a bar chart covering all sequences from commencement and completion of each phase.

Site Supervision

The Contractor shall allow to have **permanently** on site a supervisor/agent/manager who shall be responsible for all aspects of the work. All materials where not particularly specified shall be at least to British Standards quality or, if no such standard exists, be of the best quality obtainable consistent with the type of work being carried out and suitable for their intended purpose. Where a manufacturer issues instructions and recommendations on the correct use of his products, the Contractor shall comply strictly with these instructions, unless they conflict with the relevant British Standard or Code of Practice. In such a case, the Contractor shall contact the Contract Administrator before commencing the work. When a choice of material is provided, the Contractor shall submit to the Contract Administrator the relevant samples before commencing work. All work shall then be carried out in accordance with approved sample.

Working Hours

The Works shall be carried out during normal working hours which shall be defined as 0800 to 1730 hours, Mondays to Fridays inclusive. **Saturday working will not be permitted, unless prior approval has been granted by the Facilities Manager**

Site Meetings

The Contract Administrator will arrange a meeting to be attended by all relevant parties as soon as possible following the signing of the contract. Any necessary site meetings will be

called as required by the Contract Administrator and he will not refuse to call such a meeting at the request of the Contractor.

Samples

The Contract Administrator will require samples for his approval of all materials to be used and these are to be deposited with the site manager and the Contractor is to allow for this in his tender. The Contract Administrator reserves the right to retain any or all samples which do not depreciate in quality, both as evidence of quality and as standards by which future deliveries are judged. All materials used in the works must conform to approved samples before and after use in the works. Materials not achieving the approved standards are to be removed from the site immediately following the instruction of the Contract Administrator. Any stored samples will where ever possible be returned to the Contractor before practical completion if he gives notice to this effect, in writing, to the Contract Administrator at the time he deposits the samples.

Approvals

Where work is specified "to be approved of, to the Contract Administrator's instructions" then the work carried out shall be either to the express approval of the Contract Administrator or to standards expressly defined by samples deposited by the Contractor. The Contract Administrator's formal approval can only be signified officially in writing and any inspections, comments or other actions of the Contract Administrator shall not be deemed to be his approval of any part of the works or the whole of the works.

General Obligations Specification

Whilst preparing tenders, Contractors will not alter this specification in any manner without the written approval of the Contract Administrator.

Maintenance of Public Footways and Highways

The Contractor must note and act accordingly that it is an offence under the Road Traffic Act to drive vehicles across footways and/or verges without authority and persons so doing will be liable for any damage caused. The necessary permission can only be obtained from the Highways Authority. The Contractor must allow for this in his tender. Allow for maintaining the Public Highways at all times (this includes footpaths and verges) during the contract and making good any damage to the highways.

The highways are to be kept free of debris and materials caused by or attributable to the contract works or work people. Any damage caused by the works to roads, verges, plantings, buried services, overhead services, street furniture or any other appendages to the highways are to be restored and made good to the satisfaction of the Contract Administrator and the owners. Any reasonable claims for restitution of damage to or in the highways not made good by the Contractor within 14 days of instructions being issued by the Contractor Administrator may be deducted from monies owing to the Contractor from the contract works and used to pay for the restitution at the direction of the Contract Administrator.

Access

Access to the property shall be from the existing roads which shall be kept clear of materials, equipment and vehicles at all times.

Safety, Health and Welfare

All work shall be allowed for and carried out in accordance with the Factories Act 1961, the Offices, Shops and Railways Premises Act 1963 and the Health and Safety at Work Act 1974, including any rules and regulations or orders made there under. All aspects of the Council's Health & Safety Policy (copy enclosed) shall be adhered to.

Safeguarding the Works, Materials and Plant

The Contractor is to allow for taking all precautions necessary to safeguard the materials and plant on the site against inclement weather, vandalism and theft during the contract period (and any extension of contract) and making good at his own cost any damage caused. Operatives will not be permitted to enter any part of the existing building unless work is being executed on the building and entry to the building is to be confined to the Contractor and all of his employees to the minimum necessary for the proper execution of the works specified. Arrangements for entry are to be as previously specified. On no account are materials, skips and equipment to be stored on parking bays or paved paths and forecourts. At the end of each working day all ladders must be removed from the site of the works and securely stored.

Demolition

All old materials arising from the works are, unless otherwise stated, to become the property of the Contractor and, together with all rubbish and debris, are to be removed from the site to an approved tip or dump chosen by the Contractor. Debris shall be removed from the building as it arises. No burning of unwanted timber or materials will be allowed on the site. The Contractor will be held solely responsible for the safety of the existing buildings and the sufficiency of all temporary work and shall carry out all necessary work in cutting out and making good holes, chases and fixings, any temporary filling or propping etc. and is to make good after removal of all disturbed work.

Noise and Pollution Control

The Contractor shall ensure that all plant such as compressors are fitted with efficient silencers, drills are muffled and noisy plant shall be kept as far as practicable from people living and/or working nearby. The Contractor will allow for and comply with the Control of Pollution Act 1974 and BS 5228.

Workmanship

All workmanship and methods of working shall be in accordance with the relevant British Standard Code of Practice. When no such code exists, they shall be in accordance with recognised good building practice. If any work is considered by the Contract Administrator to be not in accordance with such requirements, the Contractor shall rectify the work at his own expense.

Materials

All materials used in the works, whether directly specified or not, are to be suitable for their purpose, to accord with good building practice and also comply in all respects with the relevant British Standard current at the time.

All materials shall be new were required to be so, unless the Contract Administrator specifically requires the use of old materials. All materials shall, where applicable, match the existing as far as possible.

Plant

Allow for providing all necessary hoists, ladders, tackle cranes, tarpaulins, tools, scaffold, plant and vehicles and allow for all labour and materials for the proper execution of the works, both as specified and implied and for maintaining all of those items on site for as long as they are properly required for the diligent completion of the contract.

Transport

Allow for providing all necessary transport for the work people for the execution of the works.

Lighting and Power

The Contractor must allow for and make his own arrangements with the respective Undertaker for the supply of electricity to the works and provide all connections, including fuse boards, distribution boards, sockets, plugs, lighting points, cable, flex, etc., as required for his proper execution of the works. On completion all is to be removed and all disturbances to existing services made good.

Temporary accommodation

Generally

The Contractor shall obtain prior approval of the Contract Administrator to the siting of all temporary offices, stores, toilets, structures, enclosures, etc. All temporary works are to be cleared away on practical completion of the works, all disturbances reinstated and made good to the reasonable satisfaction of the Contract Administrator and it is deemed that these requirements are included and allowed for in the tender in respect of the following temporary works.

Buildings

Allow for providing all temporary buildings for use by the contractor or his staff including weatherproof dry sheds for the protection of materials delivered to site for use on the works. Allow for the provision of either a separate hutment or room within the temporary buildings for the use of the site foreman/site agent.

Temporary Screens

The Contractor is to provide and maintain all temporary screens and fences for the site compound and to the site of the works as may be necessary to ensure security/prevent unauthorised access to scaffolding etc. and to remove them when no longer required, as agreed with the Contract Administrator. This may extend to the full scaffold perimeter.

Temporary Services

Rubbish and Cleaning

Allow for clearing up and carting away all rubbish as it accumulates during the progress of the works, including any caused by subcontractors. Upon practical completion of the works, the Contractor is to leave the site and all grounds, common parts and dwellings free from

rubbish. Upon practical completion of the works, allow for clearing up and carting away all rubbish, surplus materials and builder's plant and equipment, temporary buildings, etc.

Cleaning the Works

All completed work is to be left perfectly clean and in new condition.

Ladder Access

Ladders standing on a base are to be equally and properly supported on each stile or side C (WP) 32/2, and are to be securely fixed near their upper resting place (or its upper end if vertical). If such fixing is impracticable the ladder must be fixed at or near its lower end; if this is also impracticable a person must be stationed at the foot of the ladder to prevent it from slipping C (WP) 32(2) and 32(3). Ladders standing on a base are to have a level and firm footing and are to be secured where necessary to prevent undue swaying or sagging. Ladders are not to stand on loose bricks or other loose packing C (WP) 32(2). Except where there is adequate handheld ladders, ladders must rise to a height of at least 3'6" (1.070m) above the landing place or above the highest rung reached by the feet of persons using the ladder. (When this is impracticable the ladder must rise to the greatest practicable height). Ladders must be removed or made safe at the end of each working day to prevent access by members of the public. Space at each rung is to be sufficient to provide an adequate foothold. Landing places of adequate size are to be provided if practicable every 30' (9m) of vertical distance or lesser distance C (WP) 32(8). Landing places from which persons are liable to fall more than 6' (1.980) are to have (if reasonably practicable) hand rails to a height of between 3' (920mm) and 3' 9" (1.150m) and also toe-boards or other barriers to a height of at least 6" (155mm). Space between toe-boards and the nearest guard-rail is to be not more than 2' 6" (760mm). Openings in landing places through which ladders pass are to be as small as practicable. Folding step-ladders are to have a level and firm footing and are not to stand on loose bricks or other loose packing. Under no circumstances shall furniture, coal bunkers or any other item of the Council's or residents' property be used as support, scaffolding or for any other purpose. The Contractor will be held responsible for all breakages and other damage thereto whilst he is in occupation.

Samples

Representative of the manufacturers/suppliers may visit the site from time to time and the Contractor will be required to allow such representatives every facility, including taking samples as desired and due allowance will be deemed to have been made in the tender figure.

Schedule of Condition

Approximately one week prior to the contract commencement date the successful contractor shall carry out a full Schedule of Condition of the exterior of the fronts, sides and rear of each block, the adjacent pavements and parking areas and the proposed compound areas etc. This must be a photographic schedule and a copy of the photos is to be provided to the Council in CD format. The contractor must allow for all costs associated with the taking of the schedule, and the production of the CD.

NB: Contractors **must** ensure that the preliminaries section is **fully** priced as omissions may be made at final account stages for items/services not required or not provided.

Asbestos

Where the Contractor suspects the presence of an Asbestos Containing Material that is not already identified in this document, the Contractor is to cease work immediately and notify the Contract Administrator.

Transparency

The Parties acknowledge that, except for information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 and/or the Data Protection Act 1998 and/or the Environmental Information Regulations 2004 and/or the Public Contracts Regulations 2006 ('the Acts') and/or is protected by Intellectual Property Rights ('IPR') and/or relates to third party confidential information in the text of the Agreement and any schedules to this agreement is not confidential information.

Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Council to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Council decides.

The Construction Design and Management Regulations 2007 General Facilities and Obligations

- a) A CDM Co-ordinator has been appointed by the Council in accordance with current applicable regulations. Accordingly, Contractors should note the following:
- b) The Principal Contractor shall comply with the Construction (Design & Management) Regulation 2007, which came into force on April 2007, whether as Principal Contractor or Designer.
- c) The CDM Co-ordinator under Regulation 6 (5) is: Facilities Manager, Congleton Town Council
- d) The pre-construction information is **included elsewhere in this document** and tenderers must allow for taking all necessary measures to take account of all health and safety issues raised therein.
- e) The Principal Contractor will be responsible for drawing up a Construction Phase Health and Safety Plan in accordance with the CDM Regulations. The Principal Contractor shall be responsible for ensuring the Regulations laid down in this Health & Safety Plan are followed on site.

Advisory Information

All work is to be completed in sequence, and is to be completed within the contract period. The Contract will be awarded to a main Contractor who will have the sole responsibility of programming, running and supervising the project and co-ordinating and managing any sub-contractors. Appointed officers of Congleton Town Council will be administering the Contract, and although from time to time representatives from materials suppliers etc. will be visiting site, it must be stressed that this is only to observe and offer technical advice. Contractors must **fully** price the breakdown at the rear of this document, at the request of the Contract Administrator. Contractors must pay particular attention to the various clauses relating to the CDM Regulations.

OUTLINE DESCRIPTION OF THE EXISTING ROOF CONSTRUCTION

The building was constructed in 1866 and is Grade 2* listed. The roof consists of Welsh slate tiles secured on batons over a wooden decking, there is no known felt or membrane present on the majority of the roof, but approximately 12 months ago a section of roof consisting of about 12 feet was renewed and should not require refurbishing.

Scaffolding

The Contractor shall allow to supply, erect, maintain and dismantle on completion of works, over all entrances and pathways to protect occupiers, the public, customers and staff at all times. Scaffolding shall comply with all relevant requirements and Codes of Practice under the Health and Safety at Works Act (current edition) and shall provide all necessary protection for workmen, residents and public. The Contractor will also be required to comply with the Working at Heights Regulations 2005. The Contractor shall also comply with all requirements under the Council's Safety Policy (copy enclosed). All to be erected by a competent and certified scaffolder and weekly inspections undertaken. The principal Contractor is to supply scaffolding completion certificates upon erection and whenever scaffolding is modified. All access to the buildings shall be adequately protected to prevent debris from falling on/off scaffolding. The Contractor shall provide adequate protection over all door entrances and exits in the form of a canopy comprising standards with 20mm WBP plywood laid directly over and securely fixed or a similar approved method propped against the structure, or to a similar approved method. No element of the scaffolding is to be placed on, or have contact with, property that is privately owned without the occupier's permission and written confirmation from the Contract Administrator. All ladders are to be securely tied to the scaffold while the work is in progress and removed and secured at the end of each working day.

Suitable head protection must be worn by all personnel entering the site in accordance with the Construction (Head Protection) Regulations 1989, and the District Council's Safety policy.

Roofing Works

The Specification has been prepared for this specific project and is to be complied with in its entirety. It is to be read in conjunction with the drawings and project specific documentation and all points should be considered as part of the scope of works.

Roofing Works

The Specification has been prepared for this specific project and is to be complied with in its entirety. It is to be read in conjunction with the drawings and project specific documentation and all points should be considered as part of the scope of works.

SPECIFICATION FOR WELSH SLATE ROOFING

1 Scaffolding

1.1 The Contractor is to provide a full working scaffold supported independently from the building, with all necessary ladders, hoists, etc., to give safe access at eaves level.

1.2 All scaffolding is to be erected to comply fully with current Health & Safety legislation and to avoid actual or potential damage to the building fabric, especially window glass, from pole ends, clamps, clips or other devices. Plastic put-log caps must be used.

2 Stripping

2.1 Before any stripping commences, count and record the number of courses on each roof slope and the slate length of each course (i.e., from peg hole to tail), plus any special details.

2.2 Carefully strip to ground level, stone ridges and slates and set aside all sound materials for re-use, including those which can be dressed down in size. All slates which are laminating are to be rejected, unless they can be redressed.

2.3 Carefully remove all slate laths, de-nail rafters, clean down all timbers and remove all loose debris from roof spaces.

3 Timberwork

3.1 Original timbers are to be retained if at all possible. Defrassing of worm affected timbers is to be kept to a minimum to avoid unnecessary loss of original fabric.

3.2 Replacement timber is to be dried to moisture content of between 15 and 20% and be of matching size and species to that being replaced unless otherwise specified.

3.3 Softwood is to be pressure-impregnated with preservative before being brought onto site and any cut-ends or bored holes are to be liberally treated with insecticide/fungicide (not harmful to bats) before being built in.

3.4 All in-situ timber preservative treatment is to be carried out in accordance with the Control of Substances Hazardous to Health Regulations 1988, the Health & Safety at Work, etc., Act 1974, and the Control of Pesticides Regulations 1986, using material not harmful to bats.

4 Slating underlay

4.1 A suitable underslating felt or membrane is to be fixed over the rafters with large headed clout nails, to perform in accordance with BS 5534, the Code of Practice for Slating & Tiling and to meet the requirements of Parts C4 and F2 of the Building Regulations for resistance to water penetration and the prevention of condensation in roofs.

4.2 The underlay is to comply with BS 747 1F or 5U and be fixed with a minimum vertical lap of 150mm and a horizontal lap of at least one rafter space.

5 Slating battens and fixings

5.1 Fix 50mm x 25mm vacuum-impregnated preservative treated, softwood counter battens, over the underlay, with 63mm stainless steel nails at 300mm centres.

5.2 Fix 50mm x 25mm vacuum-impregnated preservative treated, softwood slating battens with 63mm stainless steel nails, at spacings to suit the slate lengths. Butt ends are only to meet over rafters. If counter battens are used longer nails are required in accordance with BS 5534.

5.3 Slates are to be nailed with 50mm-63mm large headed copper or aluminium nails 8 gauge (minimum diameter 3mm) driven into the centre of the battens. Large slates to have two nails if necessary in separate holes.

OR

5.4 Slates to be hung with 7mm diameter, large-headed aluminium pegs 38mm-63mm long. Each slate to be re-drilled to suit the peg, or pegs (two) in the case of very large slates.

OR

5.5 Slates are to be hung with tapered oak or treated softwood pegs lightly hammered into peg holes to give a tight fit and with the heads cut down to avoid rocking of the next course

5.6 Pegged slates (without underlays) are to be half-torched with hair: lime mortar, from below, to seal the joints and secure the pegs. Torching mortar is to be comprised of 1 part lime putty to 2 parts aggregate; the aggregate being 9 parts sand and/or crushed limestone and 1 part pozzolanic material such as brick-dust or PFA (pulverised fuel ash).

5.7 The hair is to be clean, grease-free, ox, goat or yak hair in the proportions of one handful of hair to one bucketful of mortar, teased out and evenly combined with the mix.

6 Slating

6.1 Sound, salvaged slates are to be cleaned of all loose debris, sorted to length and thickness and arranged in stacks equivalent to each course length, stacked vertically on their heads (i.e., peg holes downwards).

6.2 The roof is to be reslated using the sound slates previously removed, with deficiencies made up with sound slates brought on site to match in type, colour and thickness.

6.3 The reslating is to use as nearly as is practicable the same number of courses as came off and be evenly graded from the largest at the eaves to the smallest at the ridge.

6.4 Trimming of slates for valleys, etc., and redressing is to be done with hand-tools to ensure a cropped, not sawn, finish.

6.5 Each course of stone slates is to have a minimum head and side lap of 75mm to ensure the roof covering will be waterproof. The gauge is to be reduced where a course of shorter slates is introduced, to ensure the minimum head lap.

6.6 Lay a double course of slates at the eaves, with a minimum 75mm overhang, the under eaves course being fixed or bedded solidly in mortar on the wall-head and set to induce sufficient "tilt" in the first few courses that only the tails of the slates rest on the course below.

6.7 Slates are to lie evenly without rocking and be graded in thickness from one side of the roof to the other, avoiding sudden changes in thickness and gaps between courses.

CONTRACTORS CODE OF CONDUCT

The contractor is required to ensure that all operatives are fully conversant with the following code of practice. If the code is not adhered to then the contractor will be required to remove the operative from site and/or will be suspended.

This Code of Conduct requires workers/operatives to:

- be tidily dressed.
- introduce themselves to officers/staff and show proof of identity.
- explain the nature and purpose of the job.
- be polite and courteous to staff.
- respond to officers/staff' complaints.
- comply with confidentiality guidelines.
- behave in a proper and professional manner at all times.
- not to : smoke, work under the influence of alcohol, use bad language, play radios or cassette players, use the buildings facilities without permission.
- keep safe all materials and equipment used on site to avoid danger to occupants and visitors.
- clear any rubbish from inside the property at the end of each working day.
- comply with health and safety legislation and relevant codes of practice.
- comply with equal opportunity's good practice.

- not to make inappropriate comments which may be offensive or cause anxiety to residents/staff
- ensure the adherence to this code for any sub-contractor engaged to carry out repairs/improvements under this contract.

I hereby agree to sign up to the above Code of Conduct for all our operatives. We fully accept that this code must be at the forefront of our minds when in contact with customers who have reported a repair or who are having major improvement work carried out.

Name of Contractor

Date

CERTIFICATE AGAINST COLLUSIVE TENDERING

Tender for the Re-roofing and associated works at, St Albans

In recognition of the principle that the essence of selective tendering is that the Council shall receive bona fide competitive tenders I/WE CERTIFY THAT:-

1. The tender submitted herewith is a bona fide tender, intended to be competitive.
2. I/We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.
3. I/We have not done and I/We undertake that I/We will not do at any time before the hour specified for the return of the tender any of the following acts:-
 - (a) Communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations or any bond required for the submission of the tender);
 - (b) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
 - (c) Offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above. In this certificate:-
 1. "Person" includes any person and anybody or association corporate or unincorporated.
 2. "Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this day of 2014

SIGNED (as in tender)

Duly authorised to sign for and on behalf of

CERTIFICATE AS TO CANVASSING OF MEMBERS, EMPLOYEES AND ADVISERS

Tender for the Provision of the Re-roofing and associated works at the Town Hall, High Street, Congleton.

We hereby certify that we have not canvassed any members, employee or adviser of the Council in connection with the award of the contract to perform the Services or any of them and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that we will not canvass any member, employee or adviser of the Council in connection with the award of the contract and that no person employed by us or acting on our behalf will do any such act.

DATED this day of 2014

SIGNED (as in tender)

Duly authorised to sign for and on behalf of



**Congleton
Town Council**

TENDER DOCUMENT

FOR

CONTRACT NO. 21.02.14

CONTRACT TITLE: Refurbishment of Grand Hall Roof

**Congleton Town Council
Town Hall
High Street
Congleton
Cheshire
CW12 1BN**

Issue Date: 21.02.14

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		Also Appended to this Tender Document	
*	Part 4	Tender Specification	
*	Part 5	Contract Conditions	

* Denotes the parts that require completion and submission by the Tenderer.

PART 1 - EVALUATION OF TENDERS

1.1 Introduction

The specifications detail the outcome(s) and outputs required for each part of this contract and the Tenderer within the tender submission should describe their skills, proposed activities and investments (financial & non-financial) required to deliver the outcome(s) of any lots they are applying for.

This section describes how the tender will be evaluated to ensure that the successful provider(s) are capable of meeting the required standards.

The evaluation of tenders for this contract will be based on a Value Assessment approach that enables the Council to assess a tender on quality and price. The assessment of Quality will consider written information provided by the tenderer in relation to the specific requirements as set out in the Tender Documents. All relevant evidence submitted will be assessed/merit rated against pre-determined criteria.

1.2 Evaluation Criteria

The scoring system to be applied to the assessment of the Tenderer's Proposals will be as follows;

Score	Performance	Judgement
5	Meets the standards exactly as specified	Excellent
4	Meets the standard well, but not exactly	Good
3	Meets standard in most aspects, fails in some	Satisfactory
2	Fails standard in most aspects, meets it in some	Doubtful
1	Significantly fails to meet the standard	Poor
0	Completely fails to meet the standard	Not worth considering

1.3 Quality Assessment

After rejecting bids that in the opinion of the Council are unrealistically low (in terms of Quality), the highest Quality score will be given 5 for Quality. Other Quality scores will then be expressed as a proportion of the highest score.

1.4 Price Assessment

After rejecting bids which in the opinion of the Council are unrealistically high or low (in terms of Price), the lowest price will be given 5. Other tender prices will then be expressed as a proportion of the lowest price.

1.6 Overall Assessment

The Weighted Quality Score and the Weighted Price Score for each tender will be added together to produce a Combined Weighted Score. The scores for each tender will be compared and the intention is for the Council to select a preferred tender. A final risk assessment will be carried out and the tender offering the most economically advantageous bid will be recommended for acceptance.

PART 2 – QUALITY QUESTIONS

2.1 Introduction

Tenderers must respond to and provide relevant information with regard to all matters set out below. The responses and information MUST be submitted as part of the Tender and this requirement is in addition to any requirement to provide such information set out in the Conditions of Contract. Failure to provide such information with the Tender may result in the tender being rejected.

2.2 Compliance with Method Statement Submissions

In providing the contract as specified in the Contract Documents, the successful Tenderer shall comply with the contents of its submissions specified below PROVIDED THAT where the Council specifies deficiencies in the submissions the Tenderer reasonably agrees to changes in such submission prior to acceptance of the Tender which shall then be complied with by the Tenderer during the Contract Period.

2.3 Material Misrepresentation

The Council shall rely on the information provided by the Tenderer in relation to this section of the Tender Document prior to accepting the tender. A material misrepresentation contained therein shall constitute a material breach of contract.

2.4 Method Statements

The Tenderer shall provide a full and comprehensive statement on how it is intended to organise, manage, resource and operate the lots they are applying for.

Please provide (as a minimum) responses detailing how your organisation will undertake the service based on the question in relation to the key features of the contract as identified in the Specification.

TENDERER:

SECTION 2

TENDER RESPONSE

PART 3 – COMPANY INFORMATION**3.0 Information about the Applicant**

All Applicants must answer the following questions. If your organisation is not currently registered in the UK, you should still answer each question, substituting any appropriate professional, commercial or other register within your domestic jurisdiction. Failure to answer the questions or provide supporting information may result in the Applicant being rejected.

Official name of Applicant	
Trading Name of Applicant making the application	
Address of registered office	
Postcode	
Co. Registration No. (if applicable)	
Vat Registration Number (if applicable)	
Legal Status (Plc, Ltd, Partnership, Sole Trader, Limited Liability Partnership, Other – please specify)	
Certificate of Incorporation and all certificates of change of name issued by the Company Registrar. Enclosed (Or include reasons if not applicable)	Yes / No (delete as necessary)

Name, position, telephone number and email address of main contact for this project.

Name	
Position	
Telephone number	
Fax number	
Email	

- 3.1 Does any of the Applicant's directors or any other person who has powers of decision or control of the Applicant have any powers of decision or control in relation to any other company or business entity? (use an extra sheet if necessary).

YES / NO

If yes please provide details

- 3.2 Have any Directors or the Company Secretary been employed within the last three years at a senior level by this Council or served as a Councillor or been involved with any other company providing any service to the Council? (use an extra sheet if necessary).

YES / NO

If yes please provide details

- 3.3 If the Applicant is a member of a group of companies, please provide the names of all companies within the group (use an extra sheet if necessary).

Names of all companies within the group

3.5 Financial Information

The Applicant should where possible complete the required information from their published accounts.

Contract Number: 21.02.14

Please complete the highlighted cells in the spreadsheet below for the three year period. In the financial info column some cells are highlighted the figures entered here should be in brackets () as they are subtracted in the calculations.

Where an examination of financial information reveals concern at the company's financial standing or inadequate information submitted the company may be excluded from the tender list.

3.5.1 Please provide:

Financial Information	Most Recent Available Accounts	(Previous Year)	(2 Years Previous)
Period covered by accounts	<i>Insert date</i>	<i>Insert date</i>	<i>Insert date</i>

Financial Info	Current Year	CY -1	CY -2
Turnover			
Cost of Sales			
Gross Profit	£0	£0	£0
Operating Costs - Distn & Admin			
Operating Profit	£0	£0	£0
Interest Receivable			
Interest Payable			
Net Interest (Payable) / Receivable	£0	£0	£0
Profit Before Tax	£0	£0	£0
Tax Payable			
Profit After Tax			
Fixed Assets (Non Current Assets)			
Stock			
Current Assets (Including Stock)			
Total Assets	£0	£0	£0
Current Liabilities			
Long Term Liabilities + Provisions			
Capital & Reserves (Shareholder's Funds)			

NB those in 'Financial info' highlighted the figures must be entered in a bracket ()

Please enclose:-

a. Copy of the most recent Directors and Auditors Report from the current annual accounts.

Yes/No

b. Copy of Income statements and balance sheet for the past three years. **Yes/No**

If you cannot provide the information requested, please indicate why and give the best alternative financial information you can such as:

- A certified statements of turnover for the last year signed by an independent auditor or bank manager
- Copies of internal management accounts or business plan

3.5.2 Insurance

Contract Number: 21.02.14

The Council's current minimum requirements are shown below. Please confirm that if awarded a contract, you would comply with these standards (higher figures may apply to some contracts)

Public / Product Liability (third party) insurance: £5 million cover for each and every incident .

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Employers Liability insurance;
(Minimum statutory limit as laid down by legislation)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

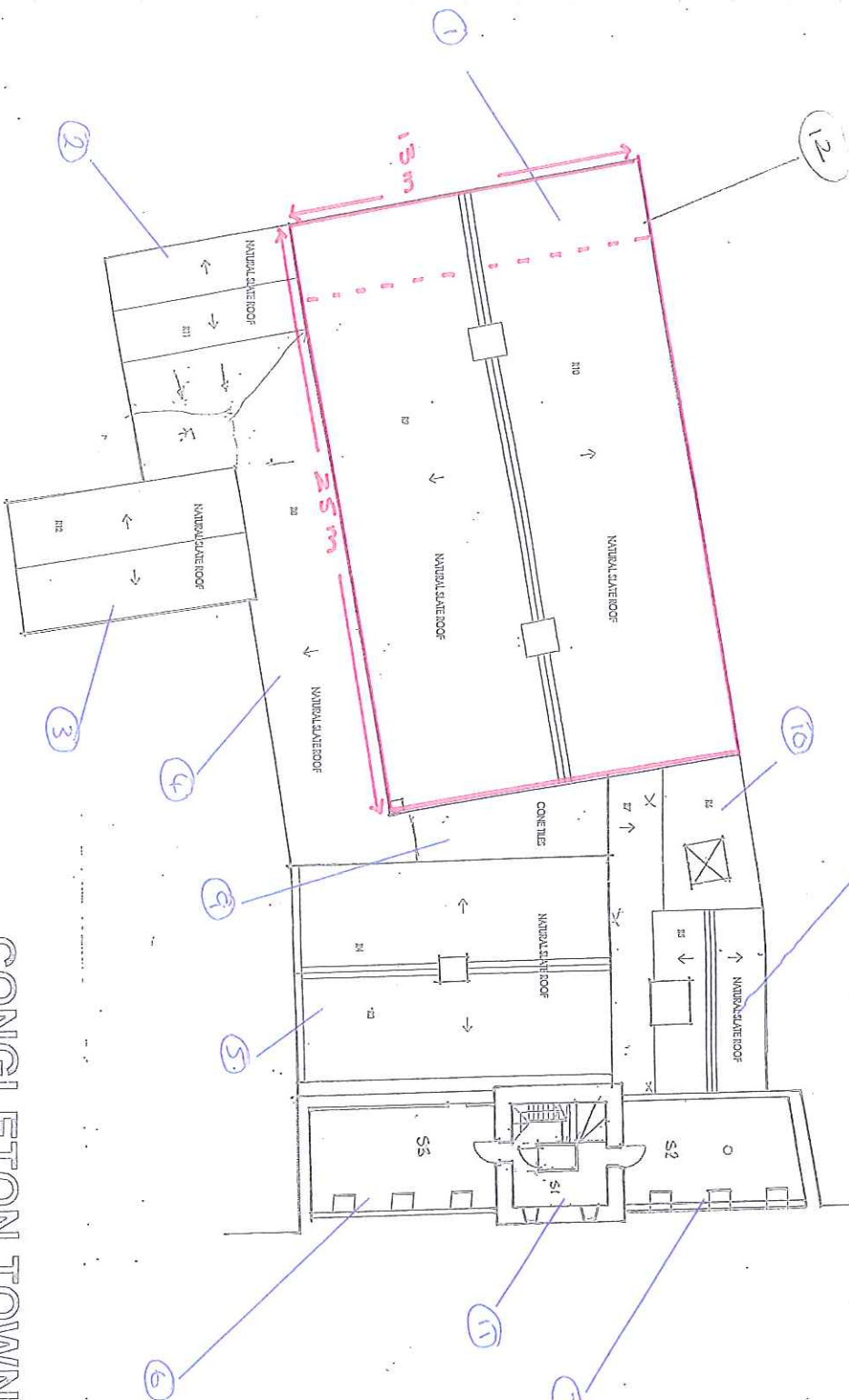
Professional indemnity insurance (where applicable):
£250,000 cover for each and every incident.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

SECOND FLOOR ROOM SCHEDULE

S1 Hallway and Lift
S2 Office
S3 Office

1. Grand Hall
2. Campbell Suite
3. Office
4. Kitchen
5. Bristones Suite
6. Office
7. Office
8. Roof over first floor stairs
9. Staff room
10. Flat roof over first floor toilets
11. Clock Tower
12. Part refurbished roof



CONGLETON TOWN HALL SECOND FLOOR PLAN

Your Ref:
Our Ref: JDW.CG.72237.7.
Date: 08 May 2014
Contact: Jean Walker
Direct Tel: 0161 475 7645
Secretary Tel: 0844 391 5809
Direct Email: jean.walker@sasdaniels.co.uk
Direct Fax: +44161 475 7677

8 – 10 West Street
Congleton
Cheshire
CW12 1JS
Tel: 01260 282300
DX 20252 Congleton
www.sasdaniels.co.uk

Ms Liz Thompson
Posh Nosh Parties Limited

Dear Liz

Re: Agreement to provide services at Congleton Town Hall

I have received from Brian Hogan details of the amendments that you suggest. In principle he does not have difficulty in agreeing those but I have re-worded some. I have amended 2.2 and with 2.3 that relate to holidays and inserted a new clause 22 to deal with holidays and renumbered matters from there.

As far 5.2 is concerned in reality I note that should have been 5.3. My clients can only use their best endeavours to have the licence renewed and cannot ensure that it is renewed subject to force majeure. I have amended this to say that they will make their application in a timely way and also they will use their best endeavours to have it granted. I think that this should give as much comfort as it is possible to give that they will make the application and you will be warned as early as possible if it is not possible for it to be renewed. As I say I do not think that they can be advised to agree to a term that it will be renewed and they will ensure it is renewed except if it is not capable of renewal because of force majeure.

Please can you confirm that the document as it now stands is agreed.

I attach herewith by way of service on you the necessary notice in order that you can enter into the Statutory Declaration prior to completion. Please can you telephone to complete once the declaration has been sworn and a copy scanned to me at jean.walker@sasdaniels.co.uk. I look forward to hearing from you.

Yours sincerely

Jean Walker
For and on behalf of **SAS Daniels LLP**

SAS Daniels LLP is a limited liability partnership registered in England & Wales under registration number OC333138. The registered address is 30 Greek Street, Stockport, Cheshire, SK3 8AD. A list of members is available for inspection at the registered office. Any reference to a partner of SAS Daniels LLP means a member of SAS Daniels LLP or an employee or consultant of SAS Daniels LLP with equivalent standing and qualifications.



INVESTOR IN PEOPLE

Regulated and authorised by the Solicitors Regulation Authority



Dated

CONGLETON TOWN COUNCIL

to

POSH NOSH PARTIES LIMITED

**Agreement for provision of Services at Congleton Town
Hall**

THIS AGREEMENT is dated

and is made between:

- (1) **CONGLETON TOWN COUNCIL** of Town Hall, High Street, Congleton, Cheshire, CW12 1BN (referred to in this agreement as CTC); and
- (2) **POSH NOSH PARTIES LIMITED** whose registered office is at 4 Montfort Place, Newcastle under Lyme, Staffordshire, ST5 2HE company registration number 06425692 (referred to in this agreement as PNP).

WHEREAS:

- (A) CTC are the owners of the freehold of the Premises and propose to authorise PNP to administer specified operations on the Premises in return remuneration in the form of rent and share of turnover as hereinafter contained;
- (B) The parties intend that they will jointly to develop the Business and use of the Town Hall in accordance with the corporate strategy of CTC balancing commercial activities with the building's role as the civic and community hub of Congleton.

NOW IT IS AGREED as follows:

1. Definitions and interpretation

1.1 The following expressions, which are frequently used in this agreement, shall have the meanings attributed to them below.

- 1.1.1 "the Accounting Period" means the financial year (as adjusted) for accounting purposes of PNP
- 1.1.2 'the Bar' means the bar serving area within the Premises;
- 1.1.3 'the Business' means the business of operating catering facilities, a bar and organising events and weddings at the Premises;
- 1.1.4 'Capital Works' means works of maintenance or improvements to the premises or its fittings or the provision of fittings or equipment above the value of £250 which will provide a benefit for more than one accounting year;
- 1.1.5 'Caretaker' means a representative of CTC who provides the services in clause 10 and such other services as may be reasonably required of a caretaker as and when necessary;

- 1.1.6 "Common Parts" means any part of the Premises except those areas where possession has been granted to any person or body, whether by this Agreement or otherwise;
- 1.1.7 Contract Year – runs from 1 May to 30 April
- 1.1.8 'De Lacey's' means the café/restaurant formerly being the Brasserie and One Stop Shop forming part of the Premises;
- 1.1.9 'the Equipment' means the equipment detailed in the schedule from time to time required by PNP for use in the establishment and operation of the building, which CTC shall provide to PNP;
- 1.1.10 'Events' means events other than weddings which will include, but not limited to, corporate events, fairs, seminars, conferences, concerts and sales;
- 1.1.11 'Insured Risks' means fire, explosion, lightening, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, and any other risks against which we decide to insure against from time to time and insured risk means any one of the insured risks;
- 1.1.12 'Kitchen' means the kitchen area within the Premises;
- 1.1.13 'LTA 1954' means the Landlord and Tenant Act 1954;
- 1.1.14 'the Premises' means the premises being Congleton Town Hall High Street Congleton Cheshire;
- 1.1.15 'Rooms' means the Grand Hall, Bridestones Suite, Spencer Suite, Campbell Room and any other room which may be available (or any of them);
- 1.1.16 'the Term' means the period of 5 years commencing on 1 May 2014;
- 1.1.17 'Town Centre and Marketing Manager' means the officer employed by CTC who has a responsibility for marketing our services;
- 1.1.18 'VAT' means value added tax;
- 1.2 The headings in this agreement are for convenience only and do not effect it's interpretation.
- 1.3 In this agreement, the words 'include', 'includes', 'including' and 'such as' are to be construed as if they were immediately followed by the words 'without limitation'.
- 1.4 In this agreement, unless the context clearly indicates another intention;
 - 1.4.1 reference to one gender includes all other genders'
 - 1.4.2 reference to the singular includes the plural and vice versa,
 - 1.4.3 reference to a clause, schedule or party is a reference to a clause of or a schedule or party to this agreement,

- 1.4.4 obligations undertaken by more than a single person or company are joint and several obligations,
 - 1.4.5 reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision,
 - 1.4.6 reference to a document is reference to that document as from time to time supplemented or varied,
 - 1.4.7 reference to writing includes fax, email and similar means of communication,
 - 1.4.8 a number of days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day that is not a normal working day in England in which case the last day shall be the next succeeding day that is a normal working day in England,
 - 1.4.9 any reference to a person includes natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.
- 1.5 The schedules and recitals form part of this agreement and any reference to 'this agreement' includes the schedules and recitals.

2. Rights Granted

- 2.1 CTC grant to PNP, during the Term and subject to the terms and conditions of this agreement,
- 2.1.1 the exclusive right to carry on the Business from the Premises;
 - 2.1.2 the exclusive occupation of De Lacey's;
 - 2.1.3 the exclusive occupation of the Bar;
 - 2.1.4 the sole rights to provide the catering, including teas and coffees, for all Events in the Rooms
 - 2.1.5 access at all times to all parts of the Premises as required by PNP in order to carry out the Business as required by this Agreement.
- 2.2 In the event that PNP are unable to provide catering for an Event then CTC have the right to appoint a caterer for that Event or authorise the facility hirer/ events promoter to provide light refreshments themselves. For the avoidance of doubt any such caterer would not have access to the Kitchen or Bar.

3. Catering

- 3.1 Catering is to be contracted directly between PNP and the facility hirer/events promoter, except that CTC will collect payment for room hire, teas and coffees and account to PNP in accordance with clause 8.5.

4. De Lacey's

- 4.1 The café/restaurant area with high street access will be known as De Lacey's. CTC will provide table and chairs. PNP will provide any other furniture required.

4.2 PNP will trade from De Laceys as a coffee shop/tapas bar or such other use with prior written consent of CTC, such consent not to be unreasonably withheld or delayed.

4.3 PNP can, in their sole discretion, open after 5pm subject to the payment of an additional fee as provided for in clause 7.2

5. Weddings

5.1 PNP will organise weddings in the Premises.

5.2 PNP will hire rooms from CTC on the inclusive terms set out in clause 7.5 below, but will be able to add their own charges for catering and other services which they offer. All contracts and negotiations for weddings will be between PNP and the customer.

5.3 The Premises are licenced for civil wedding ceremonies. CTC will make an application in a timely manner for renewal of the licence for civil weddings, and use their best endeavours to have the licence for civil weddings ceremonies renewed on its expiry. CTC will provide PNP with notice as soon as it is reasonably possible if CTC are unable to renew the licence for civil wedding ceremonies.

5.4 PNP are entitled to take commission on other wedding services they may arrange including but not limited for florists, photographers, dress purchase or hire

6. Events

6.1 PNP will promote use of the Rooms through a calendar of events.

6.2 PNP will hire Rooms from CTC in accordance with the terms of this Agreement.

7. Fees

7.1 PNP will pay to CTC in respect of De Lacey's the sum of £5,400 per annum, to include all services as provided by this Agreement, subject to review as hereinafter provided, by monthly instalments of £450;

7.2 PNP will pay to CTC an additional sum in respect of De Lacey's, subject to review in accordance with this Agreement, of £600 per annum, payable by instalments of £50 per month, should they open after 5pm at any time during the Contract Year.

7.3 PNP will pay to CTC in respect of the Bar the sum of £7,200 per annum by monthly instalments of £600 and in addition a sum equal to 10% of the gross takings of the Bar to the extent that they exceed £80,000 in any Accounting Period

7.4 PNP will pay to CTC a sum, subject to review in accordance with this Agreement, of £4,800 per annum by monthly instalments of £400 in respect of the right to provide catering;

7.5 PNP will pay to CTC in respect of any weddings or Events arranged by PNP a fee at the standard rate set out in clause 7.6

7.6 Hire of the Grand Hall and ground floor changing room

- £500 plus VAT from 8am to 2am weekdays
- £500 plus VAT from 8am to 2am Saturdays
- £500 plus VAT from 8am to 2am Sundays and Bank Holidays

7.7 Any additional fee relating to turnover pursuant to clause 7.3 will be calculated by reference to the certificate supplied in accordance with clause 22.8.2.

8. Payment of Fees

8.1 Any fees in clauses 7.1 to 7.4 inclusive expressed to be paid monthly are to be paid in arrears by standing order.

8.2 Any additional fee incurred pursuant to clause 7.3 is to be paid in full, unless otherwise agreed, within 28 days of receipt of the certificate supplied in accordance with clause 22.8.2

8.3 Should the provisions of clause 7.7.2 be invoked, any additional fee is payable by PNP within 28 days of determination. Should any repayment of fee be determined in accordance with clause 7.7.2 CTC will make such payment to PNP within 28 days of that determination.

8.4. Where CTC collect monies for teas and coffees they are to account to PNP for those within 30 days of receipt.

9. Review of Fees

The fees payable by PNP under the terms of the agreement shall be increased from the beginning of years two and three of the Term but such increase shall be limited to the percentage rise in the Consumer Prices Index when the last published index figure is compared with the index figure for the year earlier.

The said fees shall be reviewed at the beginning of the fourth year of the Term based on the profits made by PNP in the business. It is agreed under the terms of this clause the maximum amount by which the fees may be increased will be a figure which is no more than twice the percentage rise in the Consumer Prices Index published by HM Stationery Office or any official publication substituted for it as at the date of such review compared with the index figure at the date hereof. In the event that the agreement cannot be reached between the parties at that time as to the amount of such fees the matter shall be referred to an independent surveyor to determine the fees payable during the residue of the Term, the appointment to be made by agreement between the parties or, if not such agreement has been reached within six weeks of the commencement of the fourth year of the Term, by the President for the time being of the Royal Institution of Chartered Surveyors and any other person authorised by him to make appointments on his behalf. Such surveyor shall act as an expert not as an arbitrator and his decision shall be final and binding on the parties and his fees and expenses including costs of his appointment, shall be borne equally by the parties. The surveyor shall make his decision based on the profits being made by PNP in the business having had sight of the audited certificates of PNP's gross turnover for the first three years of the Term. PNP shall provide the surveyor with all information relative to the business as he shall reasonably request.

10. Building Cleaning

CTC will be responsible for the cleaning of all parts of the Premises with the exception of the Kitchen, Bar and cellar, and De Laceys. PNP will be responsible for the cleanliness of these areas and all food hygiene responsibilities and will provide the necessary consumables.

11. Caretaking Duties

CTC will provide services for opening and closing the Premises for Events, weddings and room hire, setting up rooms and to assist PNP in their operations.

12. Booking System

CTC will provide and administer an electronic room booking system to which PNP will have shared access.

13. Office

CTC will provide, within the fees, office space for the use by PNP from the commencement of the Term. The office space to be provided to PNP will be in an area agreed by the parties, and subject to reasonable requests from CTC to relocate such office space during the Term. PNP may undertake any legitimate work from the office, whether or not it is connected with this Agreement or the Premises.

14. Equipment

14.1 CTC will provide repair, maintain and replace the Equipment as and when necessary. CTC will be responsible for the keeping up to date any safety certificates or compliance certificates for the Equipment.

14.2 PNP will be responsible for providing and maintaining any additional equipment for the Kitchen and Bar.

15. Health and Safety

Subject to the provisions of this Agreement the parties will each be responsible for their own health and safety risk assessment and liabilities, but will work together to promote high standards.

16. Capital

CTC will provide the capital funding for the maintenance of the premises, DDA compliance of the premises, agreed improvements to the Premises and fittings for De Lacey's as provided for in this Agreement.

17. Promotion and Marketing

17.1 The parties will be jointly responsible for marketing the services, facilities and events to be held at the premises and the costs for such shall be shared equally.

17.2 Any costs in respect of marketing and promotion shall be fair and reasonable and agreed prior to any expenditure being incurred.

17.3 CTC will make available the services of the Town Centre and Marketing Manager available marketing and promotion purposes.

18. Charity Events

- 18.1 There will be a limit on charity concessions on Friday evenings and Saturday evenings to six per year on each of those days of the week.
- 18.2 Charity events will include the Mayor's ball and other events by local charities and voluntary groups for fund raising purposes approved by CTC. CTC will discount the rates charged for the facilities.
- 18.3 PNP will still retain catering rights in respect of charitable events but will be encouraged to bear in mind the charitable nature of the event.

19. Building Maintenance and Insurance

- 19.1 CTC will be responsible for all external and internal maintenance and decoration of the premises
- 19.2 CTC will keep the premises fully insured against the Insured Risks during the term
- 19.3 CTC shall, subject to obtaining all necessary planning and other consents, use all insurance money received to repair the damage for which the money has been received or (as the case may be) in rebuilding the premises. CTC shall not be obliged to:
 - 19.3.1 Provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Premises is provided;
 - 19.3.2 Repair or rebuild the Premises after a notice has been served pursuant to the clause 13.4 or clause 13.5.
- 19.4 If the Premises are damaged or destroyed by the Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Premises has been vitiated in whole or in part in consequence of any act or omission of PNP, or their workers, contractors or agents or any other person on the Premises with the actual or implied authority of them, payment of the fees as referred to throughout this Agreement, or a fair proportion of them according to the nature and extent of the damage, shall be suspended until the Premises has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 19.5 If, following damage to or destruction of the Premises, CTC consider that it is impossible or impractical to reinstate the premises, CTC may terminate this agreement by giving notice to PNP. On giving notice this agreement shall terminate but this shall be without prejudice to any right or remedy of the parties in respect of any breach of the obligations of PNP under this agreement. Any proceeds of the insurance shall belong to CTC.
- 19.6 Provided that PNP have complied with their obligations in this clause, PNP may terminate this agreement by giving notice to CTC if, following damage by an Insured Risk, the Premises have not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice, this agreement shall terminate but this shall be without prejudice to any right or remedy of CTC in respect of any breach of obligations by PNP of this agreement. Any proceeds of the insurance shall belong to CTC.

20. Holidays

- 20.1 The owners for the time being of PNP are entitled to take annual leave on dates

agreed in advance with CTC.

20.2 Bookings for major events will not be taken during such annual leave.

20.3 Subject to the provisions of clause 20.2 the terms of this agreement will apply during periods of annual leave provided for by clause 20.1

21. Disruption

The parties will each be responsible for their own financial reductions associated with disruptions associated with the Capital Works, except for concessions made by CTC. If any liquidated damages are claimed by CTC from a contractor for late completion of works, those claims will include any losses made by PNP, which if gained by CTC, will be paid to PNP.

22. Term

22.1 Subject as appears below, this agreement shall be for the term.

22.2 The parties confirm that:

22.2.1 The Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into a certified copy of which notice is annexed to this lease;

22.2.2 who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and

22.3 There is no agreement for lease to which this lease gives effect.

22.4 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

23. PNP's Obligations

In order to protect the goodwill and reputation of the business and maintain its common identity, PNP agree, during the Term to observe the obligations set out below.

23.1 Carrying on the Business

PNP must carry on the Business at all times during the Term to the highest possible standards, and use their best endeavours to promote the Business as provided for in this Agreement.

23.2 Compliance with Regulations etc.

PNP must comply with all local, national and supra national laws and other regulations and non-legal requirements in particular those concerning safety standards, fire regulations, health and safety of the working environment for employees, contractors and the public, relevant data protection legislation, consumer legislation and regulations relating to the storage of food and drink.

23.3 Conduct

PNP must not engage in any activity or practice that may be reasonably anticipated to result in public criticism of CTC or the business.

23.4 Diligence

PNP must use their best endeavours to maintain the highest standards in all matters connected with the Business and observe the highest standards of integrity and courtesy in their dealings with members of the public. PNP must carry on the business diligently and in a manner in all material respects satisfactory to CTC. PNP must not conduct the business in any way that may adversely affect the reputation of CTC.

23.5 Indemnity

PNP must indemnify CTC and keep CTC indemnified against all loss, damage or liability incurred by CTC as a direct or indirect result of PNP's conduct of the Business, acts or omissions, including by way of example only all costs, claims, suits, actions, proceedings, damages, losses, penalties, fines, liabilities and expenses of investigation and defence of any claim, including legal fees and disbursements, consultants fees and disbursements, consequential or otherwise, arising out of:

23.5.1 a failure to comply with or contravention of any applicable present or future authorisations, registrations, duties of care, codes of conduct, regulations, notices, permits, consents, approvals and licences issued, imposed or directed by any relevant body relating to the protection of the environment, use of property, harm to human health, injury, damage or loss whatsoever to any person or property

23.5.2 the deliberate act, error or omission of PNP or of their employees or agents, or

23.5.3 any failure by PNP to honour bookings relative to the Business

23.6 Insurance

PNP must insure with a major reputable insurance company with cover at a prudent level (or such other minimum sum as we advise from time to time) against all normal and reasonably foreseeable risks relating to the conduct of the business and use of the equipment and materials, including without prejudice to the generality of the foregoing:

23.6.1 public and employers liability,

23.6.2 product liability, howsoever arising,

23.6.3 all risks insurance for the full replacement value of all equipment and materials, fittings and stock and other items used in the business damaged as a result of fire, flood, explosion impact, vandalism, burglary and loss of profits of the Business,

23.7 Financial obligations of PNP

23.7.1 PNP must pay to CTC the fees reserved by this agreement at the

times as hereinbefore specified together with VAT thereon if required by CTC.

- 23.7.2 Interest shall be payable at the rate of 4% over the base rate of Royal Bank of Scotland Plc on any fees or other payment paid more than 14 days after it falls due.

23.8 Accounts

- 23.8.1 PNP must maintain proper books of account relating to the Business as required by CTC from time to time and keep them on the Premises or at another place as reasonably required by CTC from time to time. PVP must employ a chartered or certified accountant to prepare annual accounts for the Business.
- 23.8.2 Within 30 days after the end of each financial year of the business, PNP must supply CTC with an audited certificate as to their gross turnover during that year calculated in accordance with this Agreement, showing separately gross turnover from the Bar.
- 23.8.3 PNP must supply CTC with the certificate referred to in clause 8.2 that is prepared after the termination of this Agreement but relates to any financial periods of the Business that fall wholly or partly within the period of this Agreement.
- 23.8.4 Should CTC wish to challenge the terms of such certificate they should do so within 28 days of receipt whereupon PNP will allow CTC to access their accounts by a method to be agreed so that gross turnover percentages of the Business or any part thereof can be verified. In the event of disagreement between the parties as to the figures, the accounts will be referred to an independent accountant to be appointed by the parties whose decision as to the gross turnover percentages will be final and binding. If the parties cannot agree an independent accountant either party may ask the Association of Chartered Accountants or the professional body for the time being of accountants to appoint an accountant. The costs of any work carried out by the independent accountant are to be determined by the accountant.

23.9 Inspection

- 23.9.1 During the Term and for one year thereafter, CTC or their auditor or authorised representative shall be entitled to inspect the books of account of PNP and all supporting documentation relating to the Business in respect of the whole or any part of the period of this Agreement at any time on giving reasonable notice to PNP, such inspection to be during reasonable business hours.
- 23.9.2 If the inspection shows that PNP's accounting as to the calculation of the payments due under this Agreement or any other financial matter is incorrect, PNP undertake as soon as is reasonable to rectify the defect in amount accounted for or the accounting system defect by a figure equivalent to 2% of the sum paid and pay the full costs of the inspection incurred by CTC.

23.10 Sale of Business

23.10.1 PNP have no right to novate, assign or delegate their rights or obligations under this Agreement without our written consent and to a third party approved by CTC.

23.10.2 CTC shall have the right to novate, assign or delegate their rights and obligations under this Agreement but must give written notice to do so.

24. Termination

24.1 Remediable Breach

Either party may terminate this Agreement forthwith by notice in writing to the other party if the party in default has failed to remedy any remediable breach within a period of 28 days of the receipt of a notice in writing requiring the breach to be remedied.

24.2 Irremediable Breach

Either party may terminate this Agreement forthwith by notice in writing if the other party;

24.2.1 has committed any material breach of its obligations under this agreement,

24.2.2 has persistently breached its obligations under this agreement,

24.2.3 is wound-up or becomes insolvent or is deemed unable to pay its debts or is subject to any application or any procedure for winding up or corporate reorganisation, except for the purpose of an followed by a reconstruction, or amalgamation without insolvency where the result company is or agreed to be bound by the terms of this agreement,

24.2.4 enters into negotiations for an arrangement or compositions with or for the benefit of its creditors,

24.2.5 has a liquidator, receiver or manager appointed in relation to the business or property or any part of it,

24.2.6 has an administration order made against it,

24.2.7 has any sum required under the terms of this agreement not paid or submitted at the latest within 21 days following its due date,

24.2.8 (in the case of PNP only) fail to commence the Business or cease it or take any steps to cease it

24.3 Other Rights

The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either part against the other in respect of any antecedent breach of any of the terms and conditions of this Agreement.

24.4 Restrictions Reasonable

While the above restrictions are considered by both of parties be reasonable in all the circumstances, it is agreed that if taken together, they are judged to go

beyond what is reasonable in all the circumstances for the protection of CTC but would be judged reasonable if part of parts of the wording of them were deleted, they shall apply with such words deleted.

24.5 Entire Agreement

- 24.5.1 This agreement expresses the entire agreement between the parties and supersede any negotiations or prior agreements on their subject matter.
- 24.5.2 The parties confirm that the whole of the negotiations and intentions have been included within the context of this agreement and it expresses clearly their requirements.
- 24.5.3 PNP confirm that no warranties, representations or other matters were relied upon by them causing them to sign this Agreement that have not been satisfied in it.
- 24.5.4 This agreement shall not be modified in any way except by written instrument signed by both parties.

25. Arbitration

All disputes or differences which shall at any time arise between the parties whether during the Term or afterwards touching all matters concerning this Agreement or its construction or effect or the rights duties or liabilities of either party under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement, shall be referred to a single arbitrator to be agreed upon by the parties or in default of Agreement to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors or the person acting on his behalf in accordance with the Arbitrations Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

26. Third Party Rights

The parties to this agreement do not intend that any term of it shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.

27. Notices

- 27.1 Any notice or other communication under or in connection with this agreement must be in writing in English and must be delivered personal or send by pre-paid, recorded delivery or registered post if both sender and recipient are within the United Kingdom., or air courier if ether sender or recipient is outside the United Kingdom, or by fax to the third party due to receive notice or communication at its address set out below or at another address or to a fax number specified by that party by written notice to the other.
- 27.2 In the absence of evidence of earlier receipt, a notice or other communication is deemed given:
 - 27.2.1 If delivered personally, when left at the address referred to in clause 16.1, or
 - 27.2.2 If sent by prepaid recorded deliver or registered post within the United Kingdom, 2 days after posting it, or

27.2.3 If sent by air courier, 2 days after posting it, or

27.2.4 If send by fax, upon producing of a transmission report from the machine that sent the fax indicating that the fax was sent in its entirety to the fax number of the recipient.

27.3 Wherever in this Agreement the consent, approval or agreement of CTC is required, such consent, approval or agreement shall be executed by the duly authorised officer of CTC from time to time and may not be unreasonably withheld, delayed or conditioned.

27.4 Wherever in this agreement the consent, approval or agreement of PNP is required, such consent, approval or agreement shall be executed by the duly authorised officer or agent of PNP and may not be unreasonably withheld, delayed or conditioned.

28. Nature of Agreement

28.1 No director, employee or agent of CTC is authorised to make any representation or warranty not contained within this agreement. PNP acknowledge and agree that in entering into this Agreement and the documents referred to in it, they have not relied on, and will have no remedy in respect of, any oral or innocently made, of any person whether a party to this Agreement or not, except as expressly provided in this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud on the part of CTC.

28.2 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of the parties.

28.3 Each party must do and execute or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this agreement.

29. Choice of Law and Jurisdiction

This agreement shall be governed by and construed according to English Law by the English Courts.

SCHEDULE

THE EQUIPMENT AND MATERIALS

Signed by

[]

For and on behalf of Congleton
Town Council

Signed by

[]

For and on behalf of
Posh Nosh Parties Limited

LIST OF KITCHEN STOCK EQUIPMENT AS AT 23.4.09

1 x Water boiler
1 x Dishwasher
1 x Electric cooker
2 x Gas hot ovens
1 x Industrial gas cooker
1 x Microwave
1 x Large cooler in Brasserie
1 x Large stand up fridge in kitchen
1 x Small under surface fridge unit
Gas = Plate warmer
7 x Vacuum flasks
150 x Churchill cups and 96 x saucers
4 x Milk jugs
48 x Dinner plates
1 x Stainless steel tea pot

LIST OF STOCK EQUIPMENT (BRASSERIE)

1 x Large cooler or chiller

LIST OF STOCK EQUIPMENT (CELLAR)

1 x Small fridge for white wine and stock
1 x Air conditioning unit

LIST OF STOCK EQUIPMENT (BAR AND AREA)

1 x Electric till
2 x Bottle chillers
1 x Portable chiller on surface top
1 x Large double door fridge used for the bar

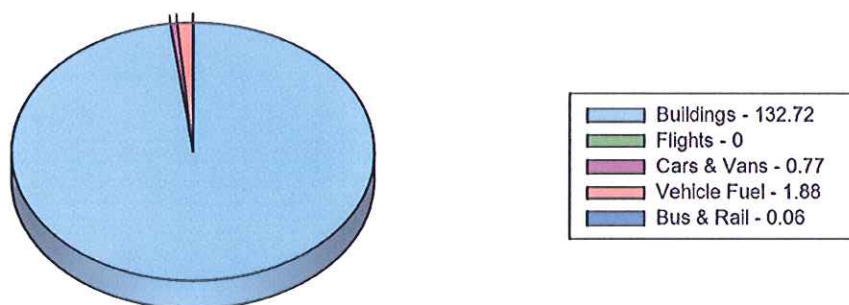


Self Assessed Carbon Footprint Results For Congleton Town Council

Executive Summary

Company name	Congleton Town Council
Data completed by	Brian Hogan
No of employees	25
Data period	(not specified)

Total carbon footprint is 135.44 tonnes CO₂e



Need to discuss/need more help
Please call our Team on +44 (0) 1256 345645.

Disclaimer

The results reported herein have been calculated automatically using DEFRA and other internationally recognised metrics from data submitted by the client. No checks have been made on the validity or completeness of the data that the client has entered. Carbon Footprint Ltd always recommends that input datasets should be verified by a qualified environmental consultant, to confirm validity of results.



Introduction

Scope of this calculation

This on-line Carbon Footprint assessment summarises the carbon emissions resulting from energy usage by the Company's operations.

What is a carbon footprint?

A carbon footprint is a measure of the impact our activities have on the environment in terms of the amount of green house gases produced, measured in units of carbon dioxide equivalent (CO₂e). It is also increasingly becoming a common measure of resource efficiency for businesses and is frequently requested in sales tender information.

A carbon footprint is made up of the sum of two parts, the direct / primary footprint and the indirect / secondary footprint.

- 1 The primary footprint is a measure of our direct emissions of CO₂e from the burning of fossil fuels including domestic energy consumption and transportation (e.g. car and plane).
- 2 The secondary footprint is a measure of the indirect CO₂e emissions from the whole lifecycle of products we use - those associated with their manufacture and eventual breakdown. The secondary footprint includes the energy used to manufacture items that the company may use but do not have direct control of. E.g. although a company is likely to use PCs, it would be very difficult to determine the carbon used in the manufacture and delivery process, as the end user has no visibility of control of these items.

For businesses, the assessment focuses on the primary footprint, as this is something that the organisation will have direct control of.

We ask companies to recognise that there is a secondary footprint though and select suppliers based on their environmental credentials, as well as price and performance.

How is the carbon footprint calculated?

This calculation of your Company's carbon footprint has been made through a combination of datasets, entered on-line.

The calculation uses metrics developed by the UK Department for Environment, Food and Rural Affairs (DEFRA) and other internationally recognised sources.

The primary carbon footprint calculation includes:

- Fuel usage for heating, cooking and powering electrical equipment
- Passenger transportation, including Car, Rail and Air Flights made for business activities
- Freight transportation, including Road, Rail, Air and Shipping (if applicable)
- Process related green house gas emissions



Why is it important for Businesses?

A Carbon Footprint provides a measure of resource efficiency within an organisation.

This is important as businesses increasingly need to:

- Disclose their Carbon Footprint - either for supply chain/ sales tendering requirements or for ISO14001 Environmental Management Systems.
- Comply with legislative requirements - e.g. new Mandatory Greenhouse Gas reporting (initially for main market LSE companies from 30 September 2013)
- Differentiate their businesses
- Reduce operational costs
- Manage employee and other stakeholder relations - candidate employees and staff prefer to work for business that are environmentally sustainable. Stakeholders also prefer this. Carbon Footprinting provides a means to measure and from there to manage carbon performance.

Sources / References

The calculations for primary emissions are based on conversion factors sourced from

- Department for Environment, Food and Rural Affairs (DEFRA) - UK
- World Resource Institute (WRI) Greenhouse Gas (GHG) Protocol
- Vehicle Certification Agency (VCA) - UK
- US Environmental Protection Agency (EPA) - USA
- US Department of Energy (DOE) - USA
- Green House Office - Australia
- Standards Association (CSA) GHG Registries - Canada



Summary of Data Supplied

Buildings

Tonnes of CO2e	Energy Type
71.69	148237 kWh of electricity in United Kingdom
61.04	331643 kWh of natural gas
132.72	Total building emissions footprint

Flights

Tonnes of CO2e	Flight Details
0	(no data supplied)
0	Total footprint for flights

Cars & Vans

Tonnes of CO2e	Car & Van Details
0.77	1824 miles in a Average Car Diesel Car Large diesel car above 2.0 litre average value
0.77	Total footprint for cars & vans

Vehicle Fuel

Tonnes of CO2e	Fuel Details
1.88	722 litres of diesel
1.88	Total footprint for vehicle fuel

Bus & Rail

Tonnes of CO2e	Mode Of Transport
0.06	800 miles travelled by national rail
0.06	Total bus & rail footprint

Recommendations

- The results reported have been calculated automatically, using DEFRA and other internationally recognised metrics. Datasets have been entered entirely by the client and no checking has been made by Carbon Footprint Ltd as to the validity or completeness of these data. We strongly recommend that datasets should be verified by a qualified environmental consultant, to confirm validity of your results. We recommend that a full green house gas emission assessment should now be undertaken and that the Green-House Gas (GHG) protocol for Corporate Emissions reporting is followed / alignment with international standards such as ISO14064-1 is made.
- Calculations, if performed by own staff should always be verified by an independent and qualified environment consultant, particularly if the results are required for company or legislative reporting requirements.
- These results should be used as a baseline to define your Carbon Management Programme. You should set up a review with your Top Team and use it to define your Carbon Management Plan for the rest of the year and until your next carbon footprint assessment.
- You should target your carbon reduction programme, not just at what are the biggest sources of your footprint, but what are the easiest to reduce that will help you to demonstrate success within your organisation, drive cultural/behavioural change, from which larger reductions become more achievable.
- Assess sources of funding support/ financial benefits /subsidies that you can access to develop further your programme, train your team or for capital expenditure to fund low carbon equipment
- Understand how your company ranks against your competitors. Assess your business against your 5 main competitors for a range of Sustainability criteria to see where you are. This will then enable you to position your marketing (and avoid getting overstepped by your competitors).
- Consider whether assessing the carbon content within your products/services would benefits your business – in terms of answering client/prospect requirements or to help you to "design for the environment" your offerings.
- Consider how carbon offsetting plays a role in your organisation, in helping achieve carbon neutrality. This can be a strong marketing differentiator, and also provide structure to your Corporate and Social Responsibility (CSR) activities.
- Put together a communications plan – ensure that your marketing reaches external audiences (in a way they understand and wish to be presented to) and as importantly to your colleagues to facilitate "buy in" and culture change.
- Schedule to complete your next Carbon Footprint assessment in 12 months time.



Funding & Further Support

Carbon Footprint Ltd provides a full range of highly cost effective carbon and sustainability services, ranging from GHG emission audits, carbon management planning strategy workshops, implementation support, specialist carbon marketing & communications support to maximise the impact of your programmes. We also provide high quality carbon offsets to render your organisation carbon neutral.

We are frequently also able to identify funding for your organisation to further assist you.

Further Support

Should you need additional support in your carbon management or wider sustainable programme, we provide a full range of highly cost effective services to extend the reach of your programme.

- Carbon and Sustainability Workshops - to engage staff and management teams, to get agreement on strategy, goals, targets and actions.
- Carbon Management Planning - documenting a management plan to help drive performance and meet your targets.
- On Site Energy Surveys - to identify specific where you can make savings to your energy usage. Identify solutions and showing the return on investment as well as the carbon savings.
- Carbon Offsetting - to generating strong marketing messages, and providing structure to your CSR activities to engage staff and customers.
- Data Collection & Monitoring Systems - design and development of automated systems, to save you time and ensure accurate data collection.
- Staff Training & Engagement - getting your staff involved and motivated to help achieve your business goals, through workshops and e-learning courses.
- Marketing Communications - accurate, responsible and creative promotion of your credentials, to your internal and external stakeholders, to help maximise your ROI and avoid common pitfalls.
- Product Lifecycle Assessments (LCA) & Carbon Labelling - Differentiating your product from your competitor from cradle to grave.
- Sustainable Policy - Facilitating your Board of directors to develop a pragmatic Sustainable Policy and roadmap for your business.
- General consultancy support - Assisting you in whatever way you need to make your carbon, environmental and sustainability programme deliver value to your business.

Please ask, if you would like more information on any of these services.

Please call our team to discuss your carbon/sustainability programme needs.

+44 (0)1256 345645

info@carbonfootprint.com

Gas

31/03/2014	2719	126583
31/03/2013	2146	97366
Metered usage	573	29217

Calorific value	39.19048
Correction factor	1.02264
Divide by	3.6

KWh	6379.042	325264.4
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Electric

31/03/2014	201970
31/03/2013	53733
KWH	148237

Report to Town Hall committee

Town Hall Trading Account April 2014

This trading account is for 1 month – so 8% of the budget would be used if expenditure was regular monthly.

Income

- The Grand Hall is slightly under budget but the Bridestones is over budget.

Expenditure

Generally on budget:

- Central overheads reallocated is a way of reapportioning overheads between all the cost centres with staff, in accordance with the financial regulations. It is slightly over budget for M1 as April's overheads include a full year of some costs (i.e. Subscriptions and Publications).

Recommendation:

To accept the Town Hall Trading account to April 2014.

Congleton Town Council

Detailed Income & Expenditure by Budget Heading 30/04/2014

		Actual Year To Date	Current Annual Bud	Variance Annual Total	% of Budget
		£	£	£	
Town Hall					
4000	Staff Costs (re-allocated)	4,716	51,965	47,249	9%
4009	Protective Clothing\H & Safety	0	400	400	0%
4011	Rates	1,848	22,120	20,272	8%
4012	Water	322	3,500	3,178	9%
4014	Electricity	1,377	18,000	16,623	8%
4015	Gas	913	16,250	15,337	6%
4016	Janitorial	2	3,500	3,498	0%
4017	Refuse Disposal	195	2,500	2,305	8%
4020	Miscellaneous Office Costs	4	1,200	1,196	0%
4025	Insurance	635	11,300	10,665	6%
4033	Marketing/Promotions	0	3,500	3,500	0%
4040	Maintenance Contracts	376	4,383	4,007	9%
4041	Property Maintenance	222	5,250	5,028	4%
4064	Legal & Professional fees	0	100	100	0%
4068	Licences (incl PRS)	116	1,500	1,384	8%
3020	Catering Supplies	221	10,000	9,779	2%
6000	Central Overheads Reallocated	815	5,074	4,259	16%
Congleton Town Hall:-Expenditure		11,763	160,542	148,779	7%
1009	Rent Rec'd - Museum Notional	375	4,500	4,125	8%
1010	Rent Received - 3rd Party (TIC, Partnership & rear office)	753	14,033	13,280	5%
1011	Rent Received - Internal CTC	1,418	17,017	15,599	8%
1013	Letting Income - Grand Hall	986	26,000	25,014	4%
1014	Letting Income - Bridestones	652	5,000	4,348	13%
1015	Letting Income -Spencer Suite	150	3,000	2,850	5%
1018	Letting Income - Campbell Suite		0	0	0%
1016	Letting Income - De Lacey's, Kitchen and Bar	1,500	18,000	16,500	8%
1021	Letting Income - Internal	848	8,000	7,152	11%
1030	TIC Service Charge	125	1,500	1,375	8%
1051	Catering Sales	185	10,000	9,815	2%
1199	Miscellaneous Income		0	0	0%
Congleton Town Hall :- Income		6,992	107,050	100,058	7%
Net Expenditure over Income		£4,771	£53,492	£48,721	9%