

# **Congleton Town Council**

Historic market town
Town Clerk: BRIAN HOGAN



6<sup>th</sup> June, 2013

Dear Councillor,

Town Hall Committee - Thursday 13th June, 2013

You are requested to attend a meeting of the Town Hall Committee, to be held in the Town Hall, High Street, Congleton on **Thursday 13**<sup>th</sup> **June 2013 at 7.45pm.** 

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

Please note that there will be a meeting of the Planning Committee before this meeting, commencing at 7pm.

Yours sincerely,



**TOWN CLERK** 

#### **AGENDA**

- 1. Apologies for absence.
- 2. Minutes (enclosed)

To confirm the minutes of the Meeting held on 14th March, 2013 as a correct record.

3. <u>Declarations of Interest</u>

Members are requested to declare both "personal" and "personal and prejudicial" interests as early in the meeting as they become known.

4. Outstanding Actions

There are no outstanding actions.



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# 5. <u>Land at the Rear of the Town Hall.</u>

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. <u>Town Hall Roof</u> (enclosed)

- 1. To consider what steps to take to ensure the Town Hall Roof is fit for purpose.
- 2. To receive a report on the recent repairs carried out to the Town Hall roof.

# 7. Town Hall Offices to Rent (enclosed)

To receive and consider a report on the offices to rent in the Town Hall.

# 8. <u>Agreement With Posh Nosh Parties</u> (enclosed)

To consider the agreement with Posh Nosh Parties.

# 9. Town Hall Hire Charges and Letting Policy (enclosed)

To consider a report on Town Hall Hire charges and Letting Policy.

# 10. 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, $14^{\rm TH}$ MARCH, 2013

PRESENT:

Councillors

D A Parker (Chairman in the Chair)

D Brown
Mrs D Allen
P Bates
G Baxendale
G. P Hayes
Mrs A M Martin
Mrs J D Parry
G R Edwards

## APOLOGIES

Apologies for absence were received from Councillors L. D Barker, J. S Crowther N.T Price and E.Wardlaw. Apologies were also received from Councillors L Bours and G.S Williams who are not members of the committee.

#### 2. MINUTES

THC/11/1213/RESOLVED- That the minutes of the Meeting held on 11<sup>th</sup> October, 2012 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. Brown declared a non-pecuniary interest into any matters related to Cheshire East Borough Council.

#### 4. OUTSTANDING ACTIONS

There are no outstanding actions.

#### ACCESS TO THE REAR OF THE TOWN HALL 5 HIGH STREET

It was noted that an Access Licence Agreement has now been reached with the owners of 5 High Street.

#### THC/12/1213 RESOLVED that: -

- 1. The Licence Agreement be approved.
- 2. The Town Clerk to approach 9 High Street to come to a similar agreement.

#### 6. TOWN HALL ROOF

The Town Clerk reported that repairs will not be undertaken to the roof over the Grand Hall, but, repairs to the ancillary roofs will take place as soon as the weather improves.

THC/13/12313 RESOLVED that the action proposed by the Town Clerk be approved.

#### 7. TOWN HALL LETTING POLICY

The Committee considered the revised Letting Policy and proposed some further amendments.

THC/14/12313 RESOLVED that the paragraph relating to rental income from the TIC and Museum be reomoved

#### CHANGES TO PPL'S EXERCISE TARIFF

The change to the PPL's Exercise Tariff relating to music being played at exercise classes was noted.

#### THC/15/12313 RESOLVED that:

- 1. The correspondence be received.
- Consideration to be given to recovering the additional cost of the PPL tariff from the relevant hirers

#### 9. POSH NOSH PARTIES

A report by Posh Nosh Parties was considered.

#### THC/16/12313 RESOLVED that:-

- 1. To receive the report.
- 2. The Town Clerk to write to the organisers of the Boxing Event to express concern at the behaviour of some guests outside the Town Hall.
- 3. Agreement with Posh Nosh Parties to be discussed at the next meeting of the Town Hall Committee.

## 10. RESOLUTION TO EXCLUDE THE PUBLIC AND PRESS (IF NECESSARY)

THC/17/1213 RESOLVED – That in accordance with the Public Bodies (Admission to Meetings) Act 1960, that the public and press be excluded from the meeting for the matters set out below on the grounds that it could involve the likely disclosure of private and confidential information or staff matters.

## 11. TOWN HALL TRADING ACCOUNT

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

#### THC/18/12313 RESOLVED that:-

- 1. The Town Hall Trading Account be received.
- 2. The Account to be no longer considered a Part 2 item.
- 3. A trend analysis of Town Hall income to be produced.

## 12. <u>AOB</u>

The Town Clerk mentioned that the rooms at the rear of the Town Hall will be available for permanent hire and would be marketed through Whittaker and Biggs.

D A PARKER (CHAIRMAN IN THE CHAIR)

# Town Hall Committee 13<sup>th</sup> June 2013

#### Report on Repairs to the Town Hall Roof

On the 17<sup>th</sup> April 2013, the Town Hall roof suffered considerable damage due to high winds which lifted slates at the rear of the building; this problem particularly affected the Museum.

At the time, some slates were hanging dangerously over the roof and if they had slipped and fallen, they could easily have caused significant injury to a passer-by or to property, particularly parked vehicles. Consequently the area was isolated and access closed.

Emergency repairs were undertaken to ensure the roof was repaired as quickly as possible thus removing a potential danger to both passers-by and vehicles.

Zurich Municipal Insurance, the Councils insurers, were informed and agreed to pay the majority of the repair costs minus the standard excess.

In combination with discussion with the roof repairer and the scaffold erector to get around the second part of the gable end, the roof required a lot more scaffolding than originally anticipated, thus the final costs are:

- Original scaffolding £3950 +VAT
- 2. Additional scaffolding £585 + VAT
- 3. Roof repairs £2480+ VAT
- 4. Total cost £7015 +VAT

Additionally the roof repairer identified further damage to the roof immediately over the Museum not caused by high winds which required further remedial action. The additional scaffolding required to access this area amounted to £585, however, the cost of repair was included in the overall invoice of £2480 submitted by Booths.

The final settlement figure from Zurich was net of the £250 excess and gave a settlement figure of £6,002. Thus the Town Council made a contribution of £1013, but, this was mainly to pay for uninsured damage to the Museum roof and additional clips installed at the gable end of the roof to secure the roof tiles.

The roofer when undertaking the repair stripped back both sides of the gable end to a distance of 12ft and installed insulation before refitting the slates. It should be noted that this is a positive step as the rest of the 150 year old roof has no insulation whatsoever.

Brian Hogan

# Town Hall Committee 13<sup>th</sup> June 2013

# Report on Office Accommodation in the Town Hall to Rent

The office accommodation to the rear of the Town Hall previously rented out to Jackson Lloyd and currently occupied by the Facilities Manager is being marketed for rent via Whittaker and Biggs.

The office accommodation consists of two rooms,  $4.77m \times 3.89m$  and  $3.68m \times 3.89m$ .

The rental cost of £6000p.a., includes all service charges and has a prestigious Town Hall address.

The accommodation has been on the market for about 8 weeks, but, so far there has been no interest which probably reflects the current state of the market for rented commercial premises

Brian Hogan

05.06.13

DATED 18th May 2009

CONGLETON TOWN COUNCIL

to

POSH NOSH PARTIES LIMITED

**AGREEMENT** 



8-10 West Street Congleton Cheshire CW12 1JS

- (1) CONGLETON TOWN COUNCIL of Town Hall High Street Congleton Cheshire CW12 1BN (referred to in this agreement as 'we', 'our', 'ourself', 'us'); and
- (2) POSH NOSH PARTIES LIMITED whose registered office is at 21 Gower Street Newcastle under Lyme Staffordshire ST5 1JQ company registration number 06425692 (referred to in this agreement as 'you', 'yours' or 'yourself').

#### WHEREAS:

- (A) We are the owners of the freehold of the Premises and propose to authorise you to administer specified operations on the Premises in return for renumeration in the form of rent and share of turnover as hereinafter contained
- (B) We are both jointly to develop the Business and use of the Town Hall in accordance with our corporate strategy, 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. Other less frequently used expressions are defined in the body of this agreement.
  - 1.1.1 'the Bar' means the bar serving area within the Premises
  - 1.1.2 'the Business' means the business of operating catering facilities, a bar and organising Events and weddings at the Premises;
  - 1.1.3 '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
  - 1.1.4 'Caretaker' means a representative of us to be available at the Premises throughout the duration of every Event and/or wedding and to provide the services referred to at clause 2.9 hereafter and such other services as may be reasonably required of a caretaker as and when necessary
  - 1.1.5 'De Laceys' means the café/restaurant formerly being the Brasserie and One Stop Shop forming part of the Premises;

- 1.1.6 'the Equipment and Materials' means the equipment and materials detailed in the schedule from time to time required by you for use in the establishment and operation of the Business, which we shall provide to you;
- 1.1.7 'Events' means events other than weddings which will include, but not limited to, corporate events, fairs, seminars, conferences, concerts and sales and for which during Phase 2 and Phase 3 you may hire the Rooms from us
- 1.1.8 'Insured Risks' means fire, explosion, lightning, 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
- 1.1.9 'Kitchen' means the kitchen area within the Premises
- 1.1.10 'Phase 1' means the period commencing on the date hereof and terminating when De Laceys becomes available for occupation following completion of the modifications to such;
- 1.1.11 'Phase 2' means the period commencing on the date when De Laceys becomes available for occupation (but prior to you commencing occupation of De Laceys) following the modifications to such and ending one month thereafter
- 1.1.12 'Phase 3' means the period commencing on the date upon which you commence occupation of De Laceys (being the date one month after the commencement of Phase 2) and terminating at the expiration of the Term
- 1.1.13 'the Premises' means the premises being Congleton Town Hall High Street Congleton Cheshire;
- 1.1.14 'Rooms' means the Grand Hall, Bridestones Suite, Spencer Suite, Campbell Room and any other rooms which may be made available (or any of them)
- 1.1.15 'the Term' means the period of 5 years commencing [ \( \frac{1}{2} \) \( \frac{1}{2} \) \( \frac{1}{2} \) 2009 subject to renewal as hereinafter contained;
- 1.1.16 'Town Centre and Marketing Manager' means the officer employed by us who has a responsibility for marketing our services
- 1.1.17 'VAT' means value added tax;
- 1.2 The headings in this agreement are for convenience only and do not affect its 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 a reference to that document as from time to time supplemented or varied,
- 1.4.7 reference to writing includes fax, e-mail 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

We grant to you, during the Term and subject to the terms and conditions of this agreement, the exclusive right to carry on the Business from the Prémises on the following terms:

#### 2.1 Phase 1

- 2.1.1 You will have sole rights to provide catering for all Events in the Grand Hall, Spencer Suite, Bridestones Suite, Campbell Room and existing Brasserie forming part of the Premises including teas and coffees. The exception to this would be that catering arrangements for existing bookings made prior to the commencement of the Term are to be honoured. From the commencement of the Term no further bookings will be taken by us which include outside caterers. We will provide locked storage space (the size and location of which to have been agreed by us and you prior to commencement of the Term) in the Kitchen for use by you during the times of outside use of the Kitchen whilst honouring bookings made prior to the commencement of the Term
- 2.1.2 Catering is to be contracted directly between you and the facility hirer/events promoter, except that we would collect payment for teas coffees etc on your behalf
- 2.1.3 If you are unable to provide catering for an Event we would have the right to appoint a caterer for that event or authorise the facility hirer/events promoter to provide light refreshments themselves

- 2.1.4 You will have non exclusive occupation of the Kitchen, during Phase 1, and will pay us on the following scale for all food catering:
  - £0.25 per head of meals up to a cost of £6
  - o 5% (of the charge made) for all meals over £6 per head or
  - Minimum kitchen hire rate of £20 cold food or £30 hot food per event whichever is the greater

The charge is inclusive of all service charges.

- 2.1.5 You will have exclusive occupation of and operate the Bar. You will purchase opening stock from us following an audit by an agreed independent stock taker.
  - For this you will pay a fee of £300 per calendar month in arrears by standing order
  - You will be responsible for stocking the Bar and for employing staff
  - You will take responsibility for providing the Designated Premises Supervisor to be named on the Premises Licence. We will retain overall responsibility for the Premises Licence. However you will be responsible for complying with all legislation and licence conditions appertaining to the selling of alcohol.
- 2.1.6 During Phase 1, any weddings or Events arranged by you will be at the standard rates detailed below under Weddings discounted by 25%

#### 2.2 Phase 2

- 2.2.1 Bar: You will continue to have exclusive occupation of and operate the Bar, on the same conditions as during Phase 1 except:
  - You will pay an annual fee during Phase 2 of £7,200 (£600 per calendar month)
  - We will in addition be entitled to 10% of gross taking above £80,000 per annum from the commencement of the Term
- 2.2.2 Catering: You will have sole rights to provide catering for all Events in the Rooms, including teas and coffees. (The exception to this will be that catering arrangements for existing bookings made prior to the commencement of the Term would be honoured which we will have identified in writing to you prior to commencement of Phase 2). We will continue to provide the locked storage space (as referred to above in Phase 1) in the Kitchen for use by you during times of outside use of the Kitchen whilst honouring such existing bookings
  - Catering would continue to be contracted directly between you and the facility hirer/events promoter, except that we would collect payment for teas coffees etc on your behalf
  - If you are unable to provide catering for an Event, we would have the right to appoint a catering for that Event

- You will have exclusive use of the kitchen (with the agreed exception as aforesaid) and will pay the monthly fee to us of £200 The fee is inclusive of all service charges. Access will be provided for outside caterers whose bookings are being honoured only during the day of their booking or for our staff for maintenance or security purposes (and where such access will be required you will be provided (except in the case of emergency) with at least 48 hours prior written notice)
- 2.2.3 All fees to be paid pursuant to this clause 2.2 are to be paid in arrears by standing order

#### 2.3 Phase 3

- 2.3.1 Bar: You will continue to have exclusive occupation of and operate the Bar, on the same conditions as during Phase 2
- 2.3.2 Catering: The catering arrangements will continue as in Phase 2 except For the first 5 months of Phase 3 you will pay a monthly fee to us of £200.00 and following the end of the first 5 months of Phase 3 you will pay to us a monthly fee of £400.00 subject to review as hereinafter contained.
- 2.3.3 We will, subject to planning consent and agreement of Cheshire East Council, modify the arrangement of the Brasserie and One Stop Shop to form a café/restaurant area with High Street access and to be known as De Laceys. We will provide tables and chairs. You will provide other furniture
- 2.3.4 You will trade from De Laceys as a coffee shop/tapas bar or such other use with our prior written consent such consent not to be unreasonably withheld or delayed with daytime trading
- 2.3.5 You will have exclusive occupation of De Laceys for which an annual fee of £1,800 (£150 per month) will be paid to us inclusive of all service charges subject to review as hereinafter contained
- 2.3.6 You will have the discretion to extend the hours of trading for De Laceys to include evenings. You would then pay us an additional annual fee of £600 (£50 per month) for evening trading subject to review as hereinafter contained.
- 2.3.7 All fees to be paid pursuant to this clause 2.3 are to be paid in arrears by standing order

#### 2.4 Weddings (during Phases 2 and 3)

- 2.4.1 You will organise weddings in the Premises. You will hire Rooms from us on the inclusive terms set out in clauses 2.4.3 and 2.4.4 below, but will be able to add your own charges for catering and other services which you offer. All contracts and negotiations for weddings will be between yourself and the customer.
- 2.4.2 The Premises are licenced for civil wedding ceremonies. We will use our best endeavours to have the licence for civil wedding ceremonies renewed on its

expiry. We will provide you with notice as soon as is reasonably possible if we are unable to renew the licence for civil wedding ceremonies

- 2.4.3 Hire of the Grand Hall and ground floor changing room including any use of any common parts of the Premises for taking photographs or mounting displays
  - £670 plus VAT from 8am to 2am weekdays
  - £700 plus VAT from 8am to 2am Saturdays
  - £730 plus VAT from 8am to 2am Sundays and Bank Holidays

You will additionally pay us £2 for each guest above 50 where the meals provided by you are at a cost of £24.95 or more per person

Additional hire of the Bridestones Suite or other Rooms will be at the normal hire rate less 25%

- 2.4.4 Hire of the Bridestones Suite and Spencer Suite including use of any common parts of the Premises for taking photographs or mounting displays
  - £470 plus VAT from 8am to 2am weekdays
  - £500 plus VAT from 8am to 2am Saturdays
  - £530 plus VAT from 8am to 2am Sundays and Bank Holidays

You will additionally pay us £2 for each guest above 50 where the meals provided by you are at a cost of £24.95 or more per person

You will be entitled to take commission on other wedding services you arrange such as florists, photographer, dress purchase or hire

We will within our rates, provide a Caretaker for all weddings

#### 2.5 Events (during Phases 2 and 3)

You will promote use of the Rooms, through a calendar of events, for which you will hire the Rooms from us in accordance with our charging policy current at the time

We will within our rates, provide a Caretaker for all Events

- 2.6 Building Maintenance and Insurance
- 2.6.1 We will be responsible for all external and internal maintenance and decoration of the Premises
- 2.6.2 We will keep the Premises fully insured against the Insured Risks during the Term

- 2.6.3 We 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. We shall not be obliged to:
  - provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Premises is provided; or
  - repair or rebuild the Premises after a notice has been served pursuant to clause 2.6.5 or clause 2.6.6.
- 2.6.4 If the Premises is 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 you, or your workers, contractors or agents or any other person on the Premises with the actual or implied authority of any 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.
- 2.6.5 If, following damage to or destruction of the Premises, we consider that it is impossible or impractical to reinstate the Premises, we may terminate this Agreement by giving notice to you. On giving notice this Agreement shall terminate but this shall be without prejudice to any right or remedy of us in respect of any breach of your obligations under this Agreement. Any proceeds of the insurance shall belong to us.
- 2.6.6 Provided that you have complied with your obligations in this clause, you may terminate this Agreement by giving notice to us if, following damage or destruction by an Insured Risk, the Premises has 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 us in respect of any breach of your obligations of this Agreement. Any proceeds of the insurance shall belong to us.

#### 2.7 Building Cleaning

We will be responsible for the cleaning of all parts of the Premises with the exception of the Kitchen, Bar and cellar, and De Laceys. You will be responsible for the cleanliness of these areas and all food hygiene responsibilities

#### 2.8 Health and Safety

Subject to clause 2.13 below we will each be responsible for our own health and safety risk assessment and liabilities, but will work together to promote high standards

#### 2.9 Caretaking Duties

We will provide services for opening and closing the Premises for Events, weddings and Room hire, setting up rooms and to assist you in your operations.

#### 2.10 Booking System

We will provide and administer an electronic room booking system to which you will have shared access

#### 2.11 Office

We will provide, within the charge for the Kitchen, office space for the use by you from the commencement of the Term. The office space to be provided to you will be in an area agreed by us and you prior to the date hereof. You may undertake any legitimate work from the office, whether or not it is connected with this agreement or the Premises

### 2.12 Capital

We will provide the capital funding for the maintenance of the Premises, DDA compliance of the Premises, agreed improvements to the Premises and fittings for the Brassiere

### 2.13 Equipment and Materials

We will provide the Equipment and Materials. We will keep the Equipment and Materials in good working order throughout the Term and will repair, maintain and replace the Equipment and Materials as and when necessary. We will be responsible for keeping up to date any safety certificates or compliance certificates for the Equipment and Materials

You will be responsible for providing and maintaining any additional equipment for the Kitchen or Bar

#### 2.14 Access

We will grant to you access at all times to all parts of the Premises as required by you in order for you to carry out the Business as required by this Agreement

#### 2.15 Open Book Accounting

You will allow the Council to access your accounts by a method to be agreed so that gross turnover percentages of the Business can be verified. In the event of disagreement between us as to the figures the accounts will be referred to an independent accountant to be appointed by us whose decision as to the gross turnover percentages will be final and binding

#### 2.16 Promotion and Marketing

We will be jointly responsible with you for marketing the services, facilities and Events to be held at the Premises and the costs for such shall be shared equally between us. Such costs to be fair and reasonable and agreed by us and you prior to any expenditure

We will make available the services of the Town Centre and Marketing Manager available for these purposes

#### 2.17 Charity

We will limit charity concessions on Friday evenings and Saturday evenings to six per year on each of those days of the week

Charity events will include the Mayors Ball and other events by local charities and voluntary groups for fund raising purposes approved by us. We will discount the rates charged for the facilities, however you will still retain catering rights but will be encouraged to bear in mind the charitable nature of the event.

#### 2.18 Disruption

We will each be responsible for our own financial reductions associated with disruptions associated with the Capital Works, except for concessions made by us during Phase 1. If any liquidated damages are claimed by us from a contractor for late completion of works, those claims will include any losses made by you, which if gained by us, will be paid to you

#### 3 Term

- 3.1 Subject as appears below, this agreement shall be for the Term.
- 3.2 You have the right to renew this agreement by giving us not less than six months notice in writing prior to the end of the Term, then, provided that you have paid the fees and substantially performed and observed your obligations contained in this agreement up to the end of the Term, we will enter into with you a further agreement in respect of the Business for a term and subject to such fees and conditions as shall be agreed between us

#### 4 Your obligations

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

#### 5.1 Operations

#### 5.1.1 Carrying on the Business

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

#### 5.1.2 Compliance with regulations etc

You must comply with all local, national and supra national laws, statutes 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.

#### 5.1.3 Conduct

You must not engage in any activity or practice that may be reasonably anticipated to result in public criticism of us or the Business.

#### 5.1.4 Diligence

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

#### 5.2.1 Indemnity

You must indemnify us and keep us indemnified against all loss, damage or liability incurred by us as a direct or indirect result of your 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:

- 5.2.1.1 a failure to comply with or contravention of any applicable present and 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,
- 5.2.1.2 the deliberate act, error or omission of you or of your employees or agents, or
- 5.2.1.3 any failure by you or your employees or agents to comply with any provision of this agreement.
- 5.2.1.4 any failure by you to honour bookings relative to the Business

#### 5.3 Insurance

You 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:

- 4.3.1 public and employers liability,
- 4.3.2 product liability, howsoever arising,
- 4.3.3 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,

## 6 Your financial obligations

- You must pay to us the fees reserved by this Agreement at the times as hereinbefore specified together with VAT thereon if required by us.
- 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

#### 7 Review of Fees

The fees payable by you 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 you in the Business. It is agreed that 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 agreement cannot be reached between us 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 us or, if no 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 or 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 us and his fees and expenses, including the costs of his appointment, shall be borne equally between us. The surveyor shall make his decision based on the profits being made by you in the Business having had sight of the audited certificates of your gross turnover for the first three years of the Term. You shall provide the Surveyor with all information relative to the Business as he shall reasonably request.

#### 8 Your accounts

- You must maintain proper books of account relating to the Business as required by us from time to time and keep them on the Premises or at another place as reasonably required by us from time to time. You must employ a chartered or certified accountant to prepare annual accounts for the Business.
- Within 30 days after the end of each financial year of the Business, you must supply us with an audited certificate as to your gross turnover during that year calculated in accordance with this agreement.
- 8.3 You must supply us 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.

#### 9 Inspection

- 9.1 During the Term and for a period of one year thereafter, we or our auditor or authorised representative shall be entitled to inspect your books of account 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 our giving reasonable notice to you, such inspection to be during reasonable business hours.
- 9.2 If the inspection shows that your accounting as to the calculation of the payments due under this agreement or any other financial matter is incorrect, you undertake as soon as is reasonable to rectify the defect in the amount accounted for or the accounting system defect as the case may be. If on the inspection the sums paid to us are found to be insufficient by a figure equivalent to 2% of the sum paid, you must pay the full cost of the inspection incurred by us.

#### Sale of the Business

- 10.1 You shall not have the right to novate, assign or delegate your rights or obligations under this agreement without our written consent and to a third party approved by us.
- We shall have the right to novate, assign or delegate our rights and obligations under this agreement but must give you written notice of our doing so.

#### 11 Termination

#### 11.1 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.

#### 11.2 Irremediable breach

Either party may terminate this agreement forthwith by notice in writing if the other party:

- 11.2.1 has committed any material breach of its obligations under this agreement;
- 11.2.2 has persistently breached its obligations under this agreement;
- 11.2.3 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 and followed by a reconstruction, or amalgamation without insolvency where the resultant company is or agrees to be bound by the terms of this agreement;
- 11.2.4 enters into negotiations for an arrangement or composition with or for the benefit of its creditors;
- 11.2.5 has a liquidator, receiver or manager appointed in relation to the Business or property or any part of it;
- 11.2.6 has an administration order made against it;
- 11.2.7 has any sum required under the terms of this agreement not paid or submitted at the latest within 21 days following its due date;
- 11.2.8 (in the case of you only) fail to commence the Business or you cease it or take any steps to cease it;

#### 11.3 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 of us against the other in respect of any antecedent breach of any of the terms and conditions of this agreement.

#### 12 Restrictions reasonable

While the above restrictions are considered by both of us to 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 our protection but would be judged reasonable if part or parts of the wording of them were deleted, they shall apply with such words deleted.

#### 13 Entire agreement

- This agreement expresses the entire agreement between you and us and supersede any negotiations or prior agreements on their subject matter.
- 13.2 Both of us confirm that the whole of our negotiations and intentions have been included within the context of this agreement and it expresses clearly our requirements.
- 13.3 You confirm that no warranties, representations or other matters were relied upon by you causing you to sign this agreement that have not been satisfied in it.
- This agreement shall not be modified in any way except by a written instrument signed by both of us.

#### 14 Arbitration

All disputes or differences which shall at any time arise between us 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 of us under or by virtue of it or otherwise or any other matter in anyway connected with or arising out of the subject matter of this Agreement, shall be referred to a single arbitrator to be agreed upon by us 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 Arbitration Act 1996 or any statutory modification or reenactment thereof for the time being in force

#### 15 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.

#### 16 Notices

- Any notice or other communication under or in connection with this agreement must be in writing in English and must be delivered personally or sent by prepaid, recorded delivery or registered post if both sender and recipient are within the United Kingdom, or air courier if either sender or recipient is outside the United Kingdom, or by fax to the party due to receive the 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.
- 16.2 In the absence of evidence of earlier receipt, a notice or other communication is deemed given:
  - 16.2.1 if delivered personally, when left at the address referred to in clause 16.1; or
  - 16.2.2 if sent by prepaid recorded delivery or registered post within the United Kingdom, 2 days after posting it; or
  - 16.2.3 if sent by air courier, 2 days after posting it; or
  - 16.2.4 if sent by fax, upon production 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.
- 16.3 Wherever in this agreement our consent, approval or agreement is required, such consent, approval or agreement shall be executed by our duly authorized officer from time to time and may not be unreasonably withheld, delayed or conditioned.
- Wherever in this agreement your consent, approval or agreement is required, such consent, approval or agreement shall be executed by your duly authorised officer or agent and may not be unreasonably withheld, delayed or conditioned.

#### 17 Nature of agreement

- No director, employee or agent of ours is authorised to make any representation or warranty not contained in this agreement. You acknowledge and agree that in entering into this agreement and the documents referred to in it, you have not relied on, and will have no remedy in respect of, any oral or written statement, representation, warranty or understanding, whether negligently 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 our part.
- 17.2 No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of the parties.
- 17.3 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.

## 18 Choice of law and jurisdiction

This agreement shall be governed by and construed according to English law by the High Court in London.

#### SCHEDULE

## THE EQUIPMENT AND MATERIALS

Signed by

1

For and on behalf of Congleton Town Council

Signed by

[LESUEM FOURES & ELIGIBLEM THANKSON

For and on behalf of

Posh Nosh Parties Limited

EARONGO.

# 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 Electronic Till
- 2 x Bottle Chillers
- 1 x Portable Chiller on Surface Top
- 1 x Large Double Door Fridge used for the bar

# Town Hall Committee 13<sup>th</sup> June 2013

### Report on Town Hall Hire Charges and Letting Policy

At the last meeting of the Town Hall Committee held on 14<sup>th</sup> March 2013, the notion of increased charges for the PPL License was considered and members requested that consideration be given to recovering the costs in the hire charges.

The new fees range from 95p in 2013 to £1.88 in 2017. However, determining who is using music in the Town Hall and when and for what purpose, is not always practicable, therefore, it seems sensible to consider increasing our overall hire rates as the simplest solution to ensure any additional costs are recovered.

Indeed it has been 24 months since hire charges were increased and it is proposed that these should be increased by 3% to 5%.

Additionally where appropriate, the policy for providing discounts is clearly set down in both the Town Hall Hire Charges and Letting Policy and the Admin Assistants are the first point of contact for all enquiries for bookings.

#### Recommendation

To increase hire charges between 3%-5%

Brian Hogan

05.06.13

# CONGLETON TOWN COUNCIL TOWN HALL LETTING POLICY- 7<sup>TH</sup> MARCH 2013.

The objectives of the Policy are as follows:-

- To ensure the Town Hall facilities are well used by the community, local residents and businesses.
- To allow the Town Hall to contribute to the wider strategic objectives of the Town Council.
- To achieve the correct balance between community facility and commercial undertaking.
- To work with a commercial partner to reduce the operating deficit of the Town Hall

Under the Terms of Reference and delegation approved by Council, the Town Hall Committee has the following powers in respect of Bookings and Charging:-

- To approve a pricing structure within Budget and Council Policy
- To recommend to Council, a Town Hall letting policy
- The Town Clerk can let office space within Policy
- The Town Hall booking staff may accept bookings and the Town Clerk may reject them
- Costing of hall hire, functions and catering is delegated to the Support Manager
- Determination of concessions as set out in this Policy
- The Support Manager may waive the booking deposit in the case of public sector bodies (e.g. local authorities, PCT, Health trusts, Police, Fire, Ambulance, Blood Donors) and regular commercial customers.
- Long term bookings will be given 3 months notice of change (except in the case of VAT changes which will be applied from the due date).

When revised charges are agreed by the Town Hall Committee, existing cost confirmations (for which deposits have been received/waived), but not un-accepted quotations will be honoured.

It is essential that the Town Hall trading account accurately reflects income and expenditure incurred, and does not subsidise other parts of the Council's operations. The Town Council will therefore continue to pay rent from its Management Account, and pay for room hire by internal transfer. Similarly room hire by Congleton Partnership is paid for directly from the Regeneration Budget, for which the Town Council is the accountable body.

Concessions to voluntary/community groups are not permitted from the Town Hall Trading Account. Such help can be given through the Section 137 provisions and therefore part of the Grant Budget will be allocated or separated out, for this purpose.

The policy of Cheshire East Council on giving concessionary grants has not yet been determined. The administration of concessions from the Town Council is delegated through the Town Hall Committee to the Town Clerk.

Registered Charities and other voluntary/community groups which **directly** benefit the Town and are contained on the Town Council's list be given:-

Hire of rooms or facilities	for weekdays 8.00 to 6pm	Discount 20%
Hire of rooms or facilities	for weekday evenings & weekends 8am to 6pm	Discount 20%
Hire of facilities on Friday or Saturday evenings	but limited to six maximum for each night per year	Discount 50% excluding any concession by CBC/ Cheshire East
Hire of facilities on Sundays	Any time	Discount 50%

(Hirers would be encouraged to apply for a concession to Cheshire East Council)

No concessionary bookings will be accepted more than 1 year in advance and no organisation may have more than 2 Friday or Saturday evenings in any one year. Applications will be considered on a first come first served basis.

Concessions will be delegated to the Town Clerk in consultation with the Chairman & Vice Chairman of the Town Hall Committee.

All rates will include for the cost of supervisory staff from the Town Council to be present at all times.

The Town Clerk may approve the following Regular Booking Discounts: Regular weekly/Monthly bookings for more than 3 months 20% discount

These are not in addition to any other discounts, concession or offer.

Residents of the Town are entitled to a 10% discount, which will not be given in addition to any other discount, concession or offer.

#### Weddings

Inclusive and tailored Wedding packages are available for booking directly through our commercial partner Posh Nosh Ltd. They will arrange both the ceremony and reception or the reception to support a ceremony conducted elsewhere.

These maybe in either the Grand Hall or the Bridestones Suite, or at your preference, both. (In any case the main venue will be inclusive of side rooms and preparation & clear-up times). The rooms will be hired from the Council by the commercial partner who will pay the council the approved wedding rate.

V3 07.03.13

# CONGLETON TOWN COUNCIL Congleton Town Hall Hire Charges from 1<sup>st</sup> April 2012

The Grand Hall The historic hall is situated on the ground floor and can hold; 220 Concert style 120 - 150 Banquet style (dependant on function – contact 01260 274765 to discuss) 200 Dance style Extra staging is available free of charge for concerts etc.  COST  Monday-Friday (except Friday night) & Saturday day- per hour Friday and Saturday evenings (inclusive of preparation and clear up times) Half Day rate (9am-1pm or 1pm-5pm)(weekdays only) Full Day rate (weekdays only)  £  £ Charge Charge  120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Charge 120 Cha	
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220 Concert style 120 - 150 Banquet style (dependant on function – contact 01260 274765 to discuss) 200 Dance style Extra staging is available free of charge for concerts etc.  COST  Monday-Friday (except Friday night) & Saturday day- per hour Friday and Saturday evenings (inclusive of preparation and clear up times) Half Day rate (9am-1pm or 1pm-5pm)(weekdays only)  320.00 384.00 384.00 326.00 327.00 320.00 320.00 320.00 320.00 320.00 320.00 320.00 320.00 320.00 320.00 320.00 320.00	
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up times)       320.00       64.00       384.00         Half Day rate (9am-1pm or 1pm-5pm)(weekdays only)       105.00       21.00       126.00	
Half Day rate (9am-1pm or 1pm-5pm)(weekdays only) 105.00 21.00 126.00	
	- 1
Full Day rate (weekdays only)   175.00   35.00   210.00	
The Bridestones Suite	
Situated on the first floor with Wi-Fi maximum seating capacity:	
100 Cinema style; 50 Boardroom style	
COST	
Per hour 26.25 5.25 31.50	
Half Day rate (9am-1pm or 1pm-5pm)(weekdays only) 90.00 18.00 108.00	- 1
Full Day rate (weekdays only) 140.00 28.00 168.00	
The Spencer Suite	
Situated on the first floor and equipped with internet access, the	
maximum seating capacity;	
12 Boardroom style; 20-30 Cinema style	
COST	
Per hour   15.00   3.00   18.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.00   10.0	
Half Day rate (9am-1pm or 1pm-5pm)(weekdays only) 50.00 10.00 60.00	
Full Day rate (weekdays only) 75.00 15.00 90.00	
The Campbell Suite	
Situated on the first floor, the multipurpose room can hold	
maximum;	
12 Boardroom style	
COST	
Per hour 15.00 3.00 18.00	
15.00	

<sup>\*</sup>Minimum hire period is two hours.

All catering and refreshments will be through the Council's approved catering partner, Posh Nosh Limited. A separate price list is available on request.

### Weddings

Inclusive and tailored Wedding packages are available for booking directly through our commercial partner Posh Nosh Parties Ltd. They will arrange both the ceremony and reception or the reception to support a ceremony conducted elsewhere. Contact No: 07813 772469

Charge for Ceremony only: Bridestones Suite £200.00

Grand Hall

£250.00 contact Andrea/Sue on 01260 270350 ex 6

PREPERATION/CLEAR					
UP TIME:	booking.				
	We have to be strict about these times as any over run often impinges o				
	another booking.				
ADDITIONAL SERVICES:	Tailored services can be offered – please request a be spoke quotation				
	A special piano tune will be re-charged at cost				
SUNDAY AND BANK HOLIDAY:	A Premium of 25% will be charged on standard rates				
NEW YEARS EVE AND CHRISTMAS EVE:	A premium of 100% will be charged on standard rates				
LIVE OR RECORDED	The Council hold both PRS & PPL licences to cover the hirer, where live o				
MUSIC:	recorded music is to be played. No additional charge is made for this. If				
	however the hirer intends to record any live or recorded music they are responsible for obtaining the necessary permissions directly.				
DEPOSITS AND					
BOOKING	A booking will only be accepted upon payment of a 50% deposit				
	for one-off bookings or a minimum 15% deposit for				
NB. Bookings for Trade	weekly/monthly bookings.				
Sales must be paid in	2				
full at the time of the	Each hirer must submit their non-returnable deposit and				
booking.	completed booking form in respect of each application for hire. BOOKING MAY NOT BE REGARDED AS ACCEPTED UNTIL IT IS CONFIRMED IN WRITING BY THE COUNCIL, AND PROVISIONAL BOOKINGS WILL ONLY BE HELD FOR 10 WORKING DAYS				
	3				
	A further invoice for any balancing sum will be issued the month				
	before the function/activity takes place. This must be paid in full				
	with cleared funds before the function/activity can take place.				
	In the case of weekly/monthly bookings these will be invoiced at				
	the end of each month.				
	4				
	A final invoice for one off functions may be issued after the even				
	only for breakages/damage, or additional services agreed after				
	the invoice described in 3. above, was issued.				
CONCESSIONARY HIRE	Congleton Town Council will consider the following concessions to registered				
CHARGES	charities and other voluntary/community groups (which it has listed) where the				
CHANGES	provide a direct benefit to the Town:				
	Hire of rooms or facilities for weekdays 8am-6pm. Discount 20%				
	Hire of rooms or facilities for weekday evenings &				
	Weekends 8am-3pm Discount 20%				
	Hire of facilities on Friday or Saturday evening ( available				
	for a limited number of Fridays & Saturdays each year				
	and Sundays Discount 50%				

Residents of the Town, booking for a private function will be eligible for a 10%
discount. This will not be in addition to any other offer, discount or concession.

# CONGLETON TOWN COUNCIL OPERATING PROCEDURE

Bookings, Sales Invoicing & Credit Control		Doc No. OP 071/5  Replaces Version: 4 of 19 February 2009		
J Potts	Town Clerk	Section:	Finance	

#### Scope

Describes the process for Bookings, producing Sales invoices, and credit control.

All financial transactions must be carried out in accordance with the Financial Regulations.

#### Responsible Persons

Admin Assistants are responsible for taking Town Hall bookings and issuing confirmation documents. The Support Manager is responsible for the overall administration and for issuing invoices and credit control.

#### Related Documents

OP 061 Petty Cash

OP 062 Budget & Financial Management

OP 063 Treasury Management

OP 064 Asset Management

OP 065 Purchase Orders

OP 066 Purchase Ledger & Cashbook

**OP 067 VAT** 

OP 068 Monitoring Utility Costs

OP 069 Mayors Account

OP 072 Omega Accounts System

#### Procedure

#### TOWN HALL BOOKINGS

- 1. Admin assistants are the first point of contact for booking enquiries. Wedding enquiries are passed directly to the commercial partners.
- 2. Admin assistant send out booking documents by email or post and will enter the booking provisionally onto the outlook Events and Catering shared calendar. Customers are asked to return the booking form with a deposit within 2 weeks or the booking will be taken off the system.
- 3. Once the booking form has been received a booking confirmation letter is sent out detailing the price to be charged. A copy of the booking confirmation is placed in the bookings file along with the signed booking form.

#### **SALES INVOICES**

- 1. The Council has a number of chargeable services, mainly associated with the Town Hall.
- 2. Invoices are issued through the Sales Ledger on the Omega Accounts system, see OP 72.
- 3. Sales invoices are normally sent out weekly except at the month end when the accounts package has not been rolled over to the next month. The invoices are produced from the booking

confirmation sheet and this is attached to the copy invoice. The invoice number is entered onto the outlook calendar and also in the booking file.

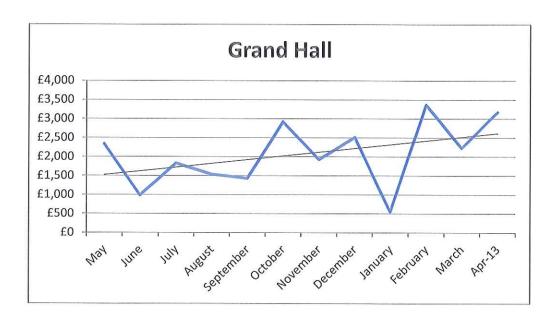
#### **CREDIT CONTROL**

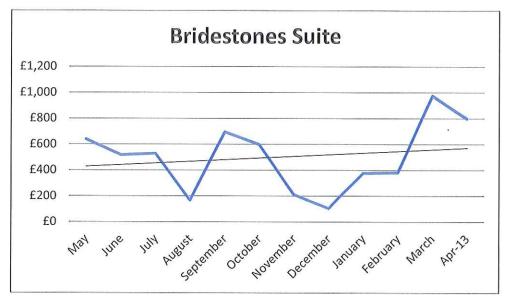
- 4. A statement of amounts owed by customers is run off by the Support Manager monthly, who then reviews each account and sends out a Statement for any invoice which remains unpaid. Usually where money owed for 30 days, a phone call is made and a chasing letter is sent if this does not achieve a result. The Support Manager deals with every debtor as an individual however and will attempt to find the best way to get them to pay without causing offence.
- 5. If this action does not get a favourable response, a further telephone call is made to ascertain the reason for non payment.
- 6. If after 60 days the matter cannot be resolved, a final warning letter is sent and further services are withheld at the Town Clerk's discretion. Formal debt collection is only used as a last resort.
- 7. The Support Manager administers credits for the services at the discretion of the Town Clerk or for larger amounts, Finance & Policy Committee. The officer prints off a credit note and enters it into the Accountancy System. Credits are made to the relevant customers by deducting it from other invoices or a cheque refund is made on request.

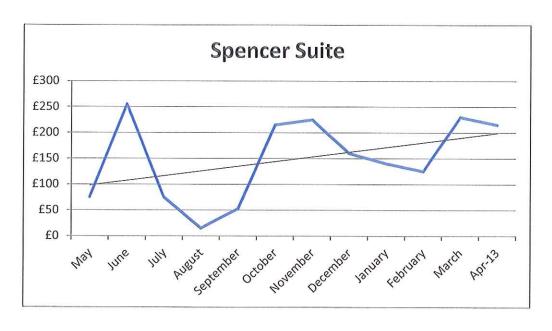
# **Congleton Town Council**

## Detailed Income & Expenditure by Budget Heading 30/04/2013

		Actual Year To Date	Current Annual Bud	Variance Annual Total	% of Budget
Town	Hal <u>l</u>	£	£	£	
		£	£	2	
4000	Staff Costs (re-allocated)	5,629	51,289	45,660	11%
4009	Protective Clothing\H & Safety	0	400	400	0%
4011	Rates	1,806	22,120	20,315	8%
4012	Water	316	3,500	3,185	9%
4014	Electricity	1,583	19,000	17,417	8%
4015	Gas	1,782	15,250	13,468	12%
4016	Janitorial	1,437	2,500	1,063	57%
4017	Refuse Disposal	173	2,100	1,927	8%
4020	Miscellaneous Office Costs	29	1,200	1,171	2%
4025	Insurance	939	11,300	10,361	8%
4033	Marketing/Promotions	174	3,500	3,326	5%
4040	Maintenance Contracts	351	4,250	3,899	8%
4041	Property Maintenance	198	5,000	4,802	4%
4064	Legal & Professional fees	0	100	100	0%
4068	Licences (incl PRS)	127	1,550	1,423	8%
3020	Catering Supplies	735	5,000	4,265	15%
6000	Central Overheads Reallocated	1,531	9,501	7,970	16%
	Congleton Town Hall:-Expenditure	16,809	157,560	140,751	11%
1009	Rent Rec'd - Museum Notional	375	4,500	4,125	8%
1010	Rent Received - 3rd Party	753	14,033	13,280	5%
1011	Rent Received - Internal CTC	1,163	13,950	12,787	8%
1013	Letting Income - Grand Hall	3,175	25,000	21,825	13%
1014	Letting Income - Bridestones	798	6,600	5,802	12%
1015	Letting Income -Spencer Suite	215	2,000	1,785	11%
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	648	8,000	7,352	8%
1030	TIC/One Stop Shop Service	125	1,500	1,375	8%
1051	Catering Sales	835	5,000	4,165	17%
1199	Miscellaneous Income		0	0	0%
	Congleton Town Hall :- Income	9,587	98,583	88,996	10%
Not	Expenditure over Income	£7 222	CEO 077	CE4 7EE	12%
INGL	Experialiture over income	£7,222	£58,977	£51,755	1270







#### Report to Town Hall committee

#### Town Hall Trading Account April 2013

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

#### Income

- April was a busy month for the Town Hall with above target bookings for the Grand Hall, Bridestones Suite and Spencer Suite.

  The rent received from 3<sup>rd</sup> parties is under budget as the office at the back is still to be let.

#### Expenditure

Generally on budget:

Janitorial - Cleaning materials have been purchased to keep in stock for the next few months.

#### Recommendation:

To accept the Town Hall Trading account to April 2013.