

**Agenda  
14.05.24**

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| <p><b>1. Ymddiheuriadau am absenoldeb.</b><br/>I dderbyn, ystyried a derbyn Ymddiheuriadau am absenoldeb.</p>  | <p><b>Apologies for absence.</b><br/>To receive, consider and accept apologies for absence.</p>  |
| <p><b>2. Datganiadau o Fuddiant.</b><br/>I dderbyn unrhyw ddatganiadau o fuddiant ar eitemau ar yr agenda.</p>   | <p><b>Declaration of Interest.</b><br/>To receive any known declarations of interest in items on the agenda.</p>   |
| <p><b>4. Cofnodion.</b><br/>Awdurdodi'r Cadeirydd i lofnodi cofnodion cyfarfod blaenorol y Pwllgor a gynhaliwyd ar 16.02.2024 fel cofnod cywir.</p>  | <p><b>Minutes.</b><br/>To authorise the Chair to sign the minutes of the previous meeting of the Committee held on the 16.02.2024 as a correct record.</p>   |
| <p><b>5. Adroddiadau Clerc y Dref.</b><br/>I dderbyn adroddiadau a gyflwynwyd gan yr Clerc y Dref ac ystyried yr argymhellion ynddo. Mae adroddiadau yn ddogfennau gwaith ac felly nid ydynt wedi'u cyfieithu.</p> | <p><b>Town Clerk's Reports.</b><br/>To receive reports submitted to the Town Clerk and considered the recommendations therein. Reports are working documents and are therefore not translated.</p> |
| <p><b>a)</b> Neuadd y Dref Llangollen: Telerau ac amodau llogi.</p>  | <p>Llangollen Town Hall: Terms and conditions of hire.</p>   |
| <p><b>b)</b> Cynllun Rheoli Asedau 2024-27.</p>  | <p>Asset Management plan 2024 -27.</p>   |

**REPORT AUTHORS:** Town Clerk.  
**SUBJECT:** Llangollen Town Hall Terms and Conditions of hire.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To consider changes to the terms and conditions of hire

**2. Background.**

2.1 The Town Hall terms of conditions of hire and booking form were last amended in June 2021. However, recent changes in legislation and experience from the operation of the Town Hall necessitate some changes to the terms and conditions of hire .

2.2 Changes are outlined in red in the attached revised terms, as detailed in Appendix 1.

**3. Recommendation.**

3.1 That the Asset Management Committee agrees to the proposed changes of the terms and conditions of hire

**4. Reasons for recommendation.**

4.1 To reflect changes in legislation and operational practice to ensure the Town Council's effective management of its assets.

## APPENDIX 1.

### LLANGOLLEN TOWN HALL: TERMS AND CONDITIONS OF HIRE. PROPOSED

1. **Introduction.** These terms and conditions apply to the hire of the Town Hall.
2. **Definitions.**

<b>Descriptor</b>	<b>Definition</b>
Contract	means the contract between the hirer and the Town The Council for the hire of the venue consisting of the following documents: (a) these terms and conditions; and (b) The hirers application forms
The Council	means Llangollen Town Council.
Council Staff	means staff employed by Llangollen Town Council.
Event Date	means the last working day prior to the start of the event or such other date as the Council shall notify the hirer as being the “event date” under this Contract.
Event	means the purpose for which the venue has been booked. any variation of the event must be agreed by the Council and the hirer unless the change is necessary to comply with safety or other statutory requirements, then the Council may make changes without notice to the hirer.

### LLANGOLLEN TOWN HALL: TERMS AND CONDITIONS OF HIRE. CURRENT

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- Event means the purpose for which the venue has been booked. any variation of the event must be agreed by the Council and the hirer unless the change is necessary to comply with safety or other statutory requirements, then the Council may make changes without notice to the hirer.

Town Clerk	means the person, for the time being appointed by the Town Council, to supervise the hire at the venue. The Town Clerk has the authority of the Council to enforce the contract and to represent the Council in relation to the hire of the venue	means the person, for the time being appointed by the Town Council, to supervise the hire at the venue. The Town Clerk has the authority of the Council to enforce the contract and to represent the Council in relation to the hire of the venue
Hire Fee	means the amount the hirer must pay the Council to hire the venue	means the amount the hirer must pay the Council to hire the venue
Hire Period	means the period for which the hirer has hired the venue, including any time prior to and after the event required for setting or clearing up.	means the period for which the hirer has hired the venue, including any time prior to and after the event required for setting or clearing up.
Confirmation	means signed Confirmation from the Town Council.	means signed Confirmation from the Town Council.
Patrons / Guest	is any person, representative or company who attends the event at the invitation of the hirer or any other person attending the event in whatever capacity.	is any person, representative or company who attends the event at the invitation of the hirer or any other person attending the event in whatever capacity.
Venue	means the space booked for the event, as specified on the application form, and includes the immediate surrounding area including public highway or other land in the ownership, or control, of the Council open to the public or as detailed on the application form.	means the space booked for the event, as specified on the application form, and includes the immediate surrounding area including public highway or other land in the ownership, or control, of the Council open to the public or as detailed on the application form.
The hirer	means the individual or organisation which is hiring the venue for the event.	means the individual or organisation which is hiring the venue for the event.

**3 Provision of Regulated Entertainment.**

3.11 The venue is licensed to host events as set out in the premises licence (and indicated below):

- a: Plays
- b: Films
- c: Live music
- d: Recorded music
- e: Performances of dance
- f: Anything like that falling within (c), (d) or (e)

3.2 Events that fall outside of those set out in the premises licence will require a Temporary Events Notice, for which the Council will apply. The hirer will pay any costs associated with such licence. Any such events will only be accepted subject to the Council’s approval.

3.3 The maximum capacities are: -

Balcony.	100
Auditorium.	300 standing 164 seated 120 banquets
Back stage / Front of House	120
Chamber.	40 seated (clear area) 25 seated (table layout)

3.4 Depending on the nature of the proposed event, the Council may impose additional restrictions on the capacity of the venue.

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Depending on the nature of the proposed event, the Council may impose additional restrictions on the capacity of the venue.

3.5 It is the hirers responsibility to ensure that the number of patrons does not exceed the maximum capacity of the hired part of the venue. If capacity is exceeded patrons will be required to leave the venue immediately.

3.6 Events shall end no later than the applicable times; Monday - Sunday 24:00 hrs.

#### **4. Bookings.**

4.1 All bookings for the hire of the venue are to be made on the application form. Applications must be sent via email or post to the Facilities Officer, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW or email: [facilities@llangollentowncouncil.gov.uk](mailto:facilities@llangollentowncouncil.gov.uk)

4.2 Applications from charitable organisations must include a covering letter on the organisation's official letterhead.

4.3 All applications must be made by the individual or organisation which is going to use the venue. The individual or organisation may not transfer or sublet the booking to any other individual or agent without the prior written consent of the Council.

4.4 The Council will not accept block provisional bookings from agents or catering companies. Bookings will not be accepted for events over twelve months in advance of the date of the event.

4.5 The Council holds provisional bookings for 5 working days.

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The Council will not accept block provisional bookings from agents or catering companies. Bookings will not be accepted for events over twelve months in advance of the date of the event.

The Council holds provisional bookings for 5 working days.

4.6 **Please ensure that the hirer provides ALL the documents and information required at the time the hirer make the application. Please note that the hirers application cannot be considered until all such documents/information have been provided.**

4.7 The Council may write to the hirer requesting additional information. This information must be provided before the application can be considered further.

4.8 When deciding whether to accept the application, the Council will consider whether the hirers proposed event complies with:

- (a) the terms of the Council's premises licence and the objectives of the Licensing Act 2003;
- (b) the Council's relevant policies and procedures, particularly as set out in this document;
- (c) relevant statutes, regulations and other laws applicable to the hiring;
- (d) equalities requirements, including consideration of whether there will be or whether there is likely to be discrimination on the grounds of race, gender, sexual orientation, religion, age or disability and
- (e) **any detrimental use of the building by the individual or organisation in the past.**

4.9 The Council reserves the right to refuse any application made for hire of the venue and shall not be liable for any costs of making an application which is subsequently refused.

4.10 **The hirer** will on request by the Council produce to the Town Clerk copies and/or full details of any film, photographs, pictures or other

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You hirer will on request by the Council produce to the Town Clerk copies and/or full details of any film, photographs, pictures or other

representations to be exhibited during the event.

4.11 **The hirer will produce upon request by the Council copies and/or details of the programme and/or any advertising material relating to the event.**

4.12 Subject to availability, and the consent of the Council, the hirer may apply to use the Council's equipment, such as projectors and screens. Some equipment is subject to an additional hire fee.

**5. Indemnity.**

5.1 The hirer shall fully and promptly indemnify the Council against all actions, proceedings, costs, claims, liabilities, demands, losses, damages and expenses suffered or incurred by the Town Councillor any other person as a consequence (direct or indirect) of or in connection with any breach of or default under this contract or the hirer's performance or non-performance of this Contract.

**6. Payment.**

6.1 The hirer will be sent an invoice for the hire fee. This must be paid to the Council within 30 days of receipt. The hirer will be responsible for paying any VAT and other statutory charges that may be chargeable on any payments for or arising out of the nature of the event.

Accounts are payable to the Llangollen Town Council by bank transfer to  
Unity Trust Bank plc

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You will on request by the Town Council produce to the Town Clerk copies and/or full details of any film, photographs, pictures or other representations to be exhibited during the Event. You will also produce upon request by the Town Council copies and/or details of the programme and/or any advertising material relating to the Event.

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Account Name: Llangollen Town Council.  
Account No: 20460882  
Sort Code: 60-83-01

- 6.2 **The Council** reserves the right to charge interest at 4% above the Bank of England base rate pending at the time in relation to any outstanding sums due to the Town Council under this Contract.
- 6.3 The Chamber will be free for use as a changing room on the night of performances by community, charity and not for profit users but should this affect the use by other organisations, **or the Council, then the Council** reserves the right to charge a compensatory fee, equivalent to the charge that would have been received by **the Council**.

## 7. Care of the Venue

- 7.1 **The hirer must at all times during the hire period take good care of the venue. the hirer will be responsible for any damage to the venue or any part of it, or any equipment or other property of the Council within the venue, or in the area surrounding the venue, caused as a result of the event**
- 7.2 **Any costs, losses, damages, claims or expenses incurred by any patron, or any outside contractor hired by the hirer shall be the hirers responsibility and the hirers agree to indemnify and hold harmless the Council from all claims and actions arising against it as a result thereof.**
- 7.3 The hirer **must not do, or permit others to do**, any of the following without the prior written consent of the Council: -  
(a) remove or obscure any Council notices or placards which may be

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## Care of the Venue

- You must at all times during the Hire Period take good care of the Venue. You will be responsible for any damage to the Venue or any part of it, or any equipment or other property of the Town Council within the Venue, or in the area surrounding the Venue, caused as a result of the Event.
- Any costs, losses, damages, claims or expenses incurred by any Patron, or any outside contractor hired by you shall be your responsibility and you agree to indemnify and hold harmless the Town Council from all claims and actions arising against it as a result thereof
- The hirer **must not do, or permit others to do**, any of the following without the prior written consent of the Council: -  
(a) remove or obscure any Council notices or placards which may

displayed in or on the Venue;

- (b) damage or attach anything to any furniture or structures at the Venue;
- (c) create any holes or markings in or on, or cause any damage to the Venue's walls, ceilings or any items of furniture at the Venue;
- (d) affix anything to the walls/curtains/windows of any room, the use of Sellotape, Duct tape, BluTack, drawing/map pins or glue of any kind is strictly prohibited;
- (e) make any changes to the layout or decoration of the venue;
- (f) bring, place or erect any sign, furniture, fitting or structure or place or fix any additional or decorative lighting in or on any parts of the Venue;
- (g) cook food or have any naked flames in the Venue;
- (h) allow children under 16 years old in the kitchen;
- (i) bring into the Venue:
  - (i) any article or substance of an inflammable or explosive nature or that produces an offensive smell, or CFC; or
  - (ii) any oil, electrical, gas or other appliances, unless for the purpose of catering and only at the Town Clerk's discretion.

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  - (ii) any oil, electrical, gas or other appliances, unless for the purpose of catering and only at the Town Clerk's discretion.

7.4 **The hirer must get the approval of the Council. If the hirer wishes to use the Council's sound equipment at the venue, and an approved representative of the Council will operate it.** Any technical equipment must be operated so as not to cause a noise nuisance.

If you wish to use any technical equipment at the Event, you must get the approval of the Council. If you wish to use the Council's sound equipment at the Venue, an approved representative of the Council will operate it. Any technical equipment must be operated so as not to cause a noise nuisance..

7.5 **The Council** reserves the right to charge the hirer for the setting up stage extensions, sound and lighting desks and other apparatus in the

The Town Council reserves the right to charge the hirer for the setting up stage extensions, sound and lighting desks and other apparatus in

auditorium in advance of performances.

- 7.7 **The Council** will enforce a maximum noise level and cut off points in line with current best practices in noise monitoring and enforcement legislation. It is the hirers responsibility to ensure that the noise level does not exceed these limits. It is the hirers responsibility to ensure that no noise nuisance is caused to occupiers of properties surrounding the venue or users of the immediate surrounding area of the venue.
- 7.8 **The Council** reserves the right to charge the hirer for any damage to the venue caused as a result of the hirers occupancy of the building.
- 8. Access.**
- 8.1 Access to the building is allowed 30 minutes prior to the time of the booking and if the hirer enter the building prior to this time, the hirer may be liable to pay a further charge costed at the full appropriate hourly commercial rate.
- 8.2 **Regular hirers of the Centre may be issued with access cards (or codes) for which a deposit may be required. In the event that the cards are lost the deposit will be forfeit or payment required for replacements.**
- 8.3 **The hirer to whom the cards/codes are issued is responsible for the security of such, ensuring they are only used during the times allocated for bookings and not passed to any person not connected with that booking.**

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- The Town Council will enforce a maximum noise level and cut off points in line with current best practices in noise monitoring and enforcement legislation. It is your responsibility to ensure that the noise level does not exceed these limits. It is your responsibility to ensure that no noise nuisance is caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- The Town Council reserves the right to charge the hirer for any damage to the venue caused as a result of your occupancy of the building.
- Building Operations and Access.**
- Access to the building is allowed 30 minutes prior to the time of the booking and if the hirer enter the building prior to this time, the hirer may be liable to pay a further charge costed at the full appropriate hourly commercial rate.
- It is the hirers responsibility to ensure that the Venue is left clear of all litter and rubbish and is left in the condition it was prior to use, at the end of the Hire Period. You are responsible for ensuring that no litter or rubbish is spread from the Venue to the surrounding area.
- You must ensure that the Venue is regularly cleared of litter and that sufficient bins or skips are made available. A limited number of trade waste and a recycling bin will be provided as part of the booking fee. Additional bags, or collection of recycling bins either supplied by the Town Council or left in the venue, will be recharged to the user.

- 8.4 **Card/codes must not be passed on to any other individuals.** Should the Venue not be cleaned to the satisfaction of the Town Council Staff; the Town Council reserves the right to levy a further charge to cover the cost of any necessary cleaning and clearing of the Venue..
- 8.5 **The Council reserve the right to withdraw this facility from any hirer who may fail to discharge their responsibilities appropriately. On request cards must be returned to the Council.** It is your responsibility to ensure that no litter or rubbish is left at the Venue after the Hire Period and all plastic sacks/skips used to collect rubbish or litter are placed in designated areas as instructed by Town Council Staff.
- 8.6 You shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.
- 8.7 It is your responsibility to ensure that Patrons do not block the pavement outside the Venue and that pedestrians are allowed access along any public footpath located inside and outside the Venue. You shall ensure that during the Hire Period Patrons do not enter onto any part of the Council's property other than the Venue.
- 8.8 You may be required to refuse admission to or remove/evict any person from the Venue and the Town Council shall not be liable for any loss or damage suffered by you as a result of or arising out of this requirement.
- 8.9 It is your responsibility to ensure that the exit of Patrons from the Venue does not cause a disruption or inconvenience to the local area.
- 8.10 You shall be responsible for maintaining good order at the Venue at all times. You will provide a minimum number of door supervisors (one (1) per Seventy to one hundred (70 - 100) attendees and for every one hundred (100) attendees after) for this purpose. If you are unable to provide door supervisors, the Town Council will insist that

- 8.11 approved persons are employed at an additional cost of the hirer  
The Town Council reserves the right to request extra security, above the minimum required, at an additional cost to the hirer if the event warrants this. Attendee numbers must be confirmed at least ten (10) working days prior to the event by completing and submitting the Auditorium Capacity Form
- 8.12 There are no vehicle parking facilities at the Venue.
- 8.13 Only vehicles which have been granted permission by the Town Clerk prior to the Event will be allowed access to the Venue during the Hire Period for drop off and pick up only.
- 8.14 You must not post any bill or advertisement in connection with the Event at the Venue without the prior written approval of the Council.
- 8.15 The Town Council may remove any posted material promoting the Event in contravention of clause 19.1 and you shall reimburse the Town Council for the costs of such removal and or claims arising thereof.
- 8.16 You shall not use the Council's name or logo on any publicity material unless specifically approved in writing in advance by the Council.
- 8.17 Tickets to the Event to be sold on the door of the Venue must be covered by the hirer's insurance, proof of which must be submitted to the Town Clerk prior to the event. The hirer is responsible for all staffing of the box office and for queue management. A proof copy of the ticket must be submitted to the Town Clerk prior to printing for authorisation. The hirer must confirm with the venue where and how all tickets are sold for an event. LTC accepts no responsibility for any cash/ sales on the premises.

## **9. Building Operations**

- 9.1 It is the hirers responsibility to ensure that patrons do not block the

## **Building Operations**

pavement outside the venue and that pedestrians are allowed access along any public footpath located inside and outside the venue. the hirer shall ensure that during the hire period patrons do not enter onto any part of the council's property other than the venue.

- 9.2 The hirer may be required to refuse admission to or remove/evict any person from the venue and the Council shall not be liable for any loss or damage suffered by the hirer as a result of or arising out of this requirement.
- 9.3 It is the hirers responsibility to ensure that the exit of patrons from the venue does not cause a disruption or inconvenience to the local area.
- 9.4 The hirer shall be responsible for maintaining good order at the venue at all times. The hirer will provide a minimum number of door supervisors (one (1) per Seventy to one hundred (70 - 100) attendees and for every; one hundred (100) attendees after) for this purpose. If the hirer is unable to provide door supervisors, the Council will insist that approved persons are employed at an additional cost of the hirer.
- 9.5 The Council reserves the right to request extra security, above the minimum required, at an additional cost to the hirer if the event warrants this. Attendee numbers must be confirmed at least ten (10) working days prior to the event by completing and submitting the Auditorium Capacity Form.
- 9.6 There are no vehicle parking facilities at the venue. Hirers are allowed to use the designated drop of points on Castle Street for drop off and pick up only.

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9.9 **The hirer** shall **not** use the Council's name or logo on any publicity material unless specifically approved in writing in advance by the Council.

9.10 Tickets to the event to be sold on the door of the venue must be covered by the hirer's insurance, proof of which must be submitted to the Town Clerk prior to the event. The hirer is responsible for all staffing of the box office and for queue management. A proof copy of the ticket must be submitted to the Town Clerk prior to printing for authorisation. The hirer must confirm with the venue where and how all tickets are sold for an event. **The Council** accepts no responsibility for any cash/ sales on the premises.

## **10. Cleaning and waste disposal.**

10.1 **The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual position should be properly replaced otherwise the Council will make an additional charge. The hirer must ensure that the Venue is regularly cleared of litter and that sufficient bins or skips are made available in order to facilitate this. The hirer is responsible for ensuring that no litter or rubbish is spread from the**

drop off and pick up only..

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- 10.2 It is the hirers legal obligation to comply with the Workplace Recycling Regulations (WRR). occupier's separation requirements. The hirers must ensure that the venue is left clear of all litter and rubbish and is left in the condition it was prior to use, at the end of the hire period.
- 10.3 It is the hirers responsibility to ensure that no litter or rubbish is left at the venue after the hire period and to provide all plastic sacks/skids to facilitate the collection of rubbish or litter
- 10.4 All areas must be left clean and tidy (as found), including toilets and entrance hall. Tables must be wiped down and chairs stacked (maximum 5 per stack) before being returned to the place of storage using the chair lift . Kitchen sides must be wiped down and the sink cleaned.
- 10.5 The main hall floor must be brushed, and all debris removed. Spills should be removed using a damp mop.
- 10.6 The hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.
- 10.7 Should the venue not be cleaned to the satisfaction of the Council Staff; the Council reserves the right to levy a further charge to cover the cost of any necessary cleaning of the venue.
- 11. Health and Safety.**
- 11.1 The hirer must ensure that a risk assessment is undertaken in respect of the hire event if deemed necessary. It is the hirers responsibility to

It is your responsibility to ensure that no litter or rubbish is left at the Venue after the Hire Period and all plastic sacks/skids used to collect rubbish or litter are placed in designated areas as instructed by Town Council Staff.

You must ensure that the Venue is regularly cleared of litter and that sufficient bins or skips are made available. A limited number of trade waste and a recycling bin will be provided as part of the booking fee. Additional bags, or collection of recycling bins either supplied by the Town Council or left in the venue, will be recharged to the user.

You shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system

Should the Venue not be cleaned to the satisfaction of the Town Council Staff; the Town Council reserves the right to levy a further charge to cover the cost of any necessary cleaning and clearing of the Venue.

**Health and Safety.**

Your hirer must ensure that a risk assessment is undertaken in respect of the hire event if deemed necessary. It is the hirers



ensure that all Patrons and any contractors comply with all relevant Health and Safety legislation or any other relevant guidelines at all times during the Hire Period. If requested, the hirer must provide a copy of the risk assessment to the Council any other relevant body such as the Health and Safety Executive.

11.2 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering.) are as detailed in clause 3.3.

11.3 A minimum aisle width of 1050 mm is to be maintained from all walls, stage extensions, furniture, equipment, bars or catering facilities placed in the auditorium. The area delineated by the yellow line, on the booking form, at the rear of the auditorium should be free of obstructions. The use of stage extensions and the provision of an orchestra pit reduces the number of seats in front of the stage as illustrated on the booking form. These areas must be clear of obstructions at all times when the public are in the building.

11.4 The hirer shall be aware of the evacuation procedure in case of fire or a bomb threat at the venue. Details can be obtained from the Town Clerk.

11.5 **The Council** may in its absolute discretion employ police officers or other persons to maintain order at the Venue during the Hire Period and in this event, the hirer will pay to the Council on demand the expenses so incurred.

11.6 The hirer shall ensure that sufficient first aid cover is provided for the event. Voluntary organisations such as the St John Ambulance and the Red Cross should be approached to give advice on the level of cover

responsibility to ensure that all Patrons and any contractors comply with all relevant Health and Safety legislation or any other relevant guidelines at all times during the Hire Period. If requested, the hirer must provide a copy of the risk assessment to the Council any other relevant body such as the Health and Safety Executive.

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The hirer shall ensure that sufficient first aid cover is provided for the event. Voluntary organisations such as the St John Ambulance and the Red Cross should be approached to give advice on the level of

required. No medication will be dispensed by Council staff.

11.7 **The hirer** shall ensure that any event involving children fully considers the welfare of those children taking part and shall ensure that there is a sufficient ratio of supervising adults for the number of children attending. The hirer shall ensure that the hirer comply with the provision of the Children Act 1989 and any other statutory provisions with regard to children during the Hire Period.

11.8 **The hirer** must notify the Council if the proposed event will include any exhibition, performance or entertainment involving animals. The decision on the use of animals will be at the discretion of the Council.

11.9 No smoking is permitted anywhere inside at the venue.

11.1 Vaping and the smoking of E-Cigarettes will be allowed in the communal areas of the Town Hall, but not in the auditorium or on the balcony. Vaping and the smoking of E-Cigarettes will not be allowed during any evacuation of the building arising from any emergency.

11.1 It is the hirers responsibility to ensure that Patrons do not smoke anywhere at the venue where smoking is prohibited.

## **12. Catering.**

12.1 The kitchen tea station provides facilities fo heating food or water for hot drinks for hirers casual use and must not be used for the preparation of food on the premises. Hirers must maintain good hygiene standards at all times. Also see clause 10.2.

12.2 If the hirer is hiring the auditorium the hirer will be free to use the hirers

cover required. No medication will be dispensed by Council staff.

You shall ensure that any event involving children fully considers the welfare of those children taking part and shall ensure that there is a sufficient ratio of supervising adults for the number of children attending. The hirer shall ensure that the hirer comply with the provision of the Children Act 1989 and any other statutory provisions with regard to children during the Hire Period.

You must notify the Council if the proposed event will include any exhibition, performance or entertainment involving animals. The decision on the use of animals will be at the discretion of the Council.

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Vaping and the smoking of E-Cigarettes will be allowed in the communal areas of the Town Hall, but not in the auditorium or on the balcony. Vaping and the smoking of E-Cigarettes will not be allowed during any evacuation of the building arising from any emergency.

It is the hirers responsibility to ensure that Patrons do not smoke anywhere at the venue where smoking is prohibited.

own caterer or one of the venue's preferred caterers. All kitchen and catering equipment will need to be supplied by the hirer. The Council will not accept liability for any food stuffs brought onto and/or consumed at the Venue. All cooking oil used by caterers must be removed safely from the Venue in an enclosed container.

12.3 **The hirer** must ensure that all caterers at the event fully comply with the requirements of the Food Safety Act 1990 and any other relevant legislation. The hirer must also ensure that any caterers comply with all instructions and guidance given by the Environmental Health Officer or Events Officer. The hirer shall ensure that all caterers, contractors and other persons employed to provide alcohol and refreshments at the venue clear the venue of all their articles, property and refuse at the end of the event.

12.4 **The hirer** shall bring these terms and conditions to the attention of any licensees, caterers or contractors or any other person employed by the hirer or them in supplying or dispensing any food or alcohol at the venue.

### **13. Alcohol.**

13.1 The hirer must adhere to the terms of the licence and the Licensing Act 2003 for the sale of all alcohol consumed or sold on the premise.

13.2 **The hirer** shall not sell alcohol at the Venue without the permission of the Council.

13.3 The sale of alcohol is only permitted in the Auditorium but cannot be sold in the Town Council Chamber.

13.4 **If the hirer will be selling and supplying alcohol at the event, the hirer**

You must ensure that all caterers at the Event fully comply with the requirements of the Food Safety Act 1990 and any other relevant legislation. You must also ensure that any caterers comply with all instructions and guidance given by the Environmental Health Officer or Events Officer. You shall ensure that all caterers, contractors and other persons employed to provide alcohol and refreshments at the Venue clear the Venue of all their articles, property and refuse at the end of the Event.

You shall bring these terms and conditions to the attention of any licensees, caterers or contractors or any other person employed by you or them in supplying or dispensing any food or alcohol at the Venue.

You must adhere to the terms of the licence and the Licensing Act 2003 for the sale of all alcohol consumed or sold on the premise

You shall not sell alcohol at the Venue without the permission of the Council.

will require a licence to do so. Arrangements can be made to use the Council's alcohol licence, or the hirer can apply to the local authority for a Temporary Event Notice (TEN) that will last for 7 days.

- 13.5 A licence will not be required for alcohol being given away providing there is no charge / donation. If alcohol is included as part of a ticket or entrance fee then a licence will be required.
- 13.6 The hirer must use the bar provided and all bar equipment will need to be supplied by the hirer. Surface protectors should be used to protect the floor against mess, dirt, staining, spillages and soiling that occurs.
- 13.7 The sale or supply of alcohol must cease no later than thirty (30) minutes before the end of the Event as specified in the hirer's application form.
- 13.7 The hirer shall ensure that all patrons vacate the venue no later than thirty (30) minutes after the event as specified in the hirer's application form.

#### **14 Commercial Traders Collections and Lotteries.**

- 14.1 The hirer shall not allow any commercial traders to trade at the event without the prior written consent of the Council. Any such traders must comply with all relevant consumer and trading legislation.
- 14.2 The hirer must not permit any collections, games of chance, sweep stakes, lotteries or betting of any kind to be conducted at the venue during the event without the prior written consent of the Council.
- 14.3 Please be aware that where the consent of the Town Councils given, the hirer will be responsible for ensuring that any necessary licences are acquired and that the terms of such licences are complied with. If the

#### **Commercial Traders Collections and Lotteries.**

- You shall not allow any commercial traders to trade at the Event without the prior written consent of the Council. Any such traders must comply with all relevant consumer and trading legislation.
- You must not permit any collections, games of chance, sweep stakes, lotteries or betting of any kind to be conducted at the Venue during the Event without the prior written consent of the Council..
- Please be aware that where the consent of the Town Councils given, you will be responsible for ensuring that any necessary licences are acquired and that the terms of such licences are complied with. If

hirer fails to acquire or comply with the terms of any necessary licence, the Council may cancel the booking

## **15. Permits and Licences.**

15.1 It is **the hirers** responsibility to ensure that any licence, permit or other consent which may be required (e.g., public entertainment licence, gambling and lottery licences, liquor licence) is obtained from the appropriate authority. Such licences, permits or consents must be obtained before the Event takes place and must be produced to the Council upon request.

15.2 Even where the **hirers application is accepted by the Council**, this is subject to the hirer obtaining the necessary licences, permits or consents for the event. If the hirer does not obtain the necessary licences, permits or consents **the Council** has the right to cancel the booking.

15.3 **The hirer must** display all necessary licences, consent and permits during the event. The hirer is responsible for ensuring that the event complies with the terms and conditions of any licence, permit or consent issued in respect of the event. Failure to do so may result in the Council cancelling the booking or terminating the event.

15.4 **The hirer** will pay any fees, royalties and payments due to Performing Rights Society Limited or any other similar organisation in respect of the hire of the venue.

## **16. End of hire.**

16.1 The hirer will be responsible for the securing of the premises following an event unless other arrangements have been made prior to the

you fail to acquire or comply with the terms of any necessary licence, the Town Council may cancel your booking.

## **Permits and Licences.**

It is your responsibility to ensure that any licence, permit or other consent which may be required (e.g., public entertainment licence, gambling and lottery licences, liquor licence) is obtained from the appropriate authority. Such licences, permits or consents must be obtained before the Event takes place and must be produced to the Town Council upon request.

Even where your application to hire the Venue is accepted by the Council, this is subject to you obtaining the necessary licences, permits or consents for the Event. If you do not obtain the necessary licences, permits or consents the Town Council has the right to cancel your booking.

You must display all necessary licences, consent and permits during the Event. You are responsible for ensuring that the Event complies with the terms and conditions of any licence, permit or consent issued in respect of the Event. Failure to do so may result in the Town Council cancelling your booking or terminating the Event

You will pay any fees, royalties and payments due to Performing Rights Society Limited or any other similar organisation in respect of your hire of the Venue.

booking. At no time must the premises be left unattended and unlocked.

16.2 The hirer must ensure that all of the hirer's property and the property of any of the hirer's contractors (e.g., caterers, bands) or Patrons is removed from the Venue at the end of the Hire Period. Any property left behind may be removed and stored or disposed of by the Council. Any costs incurred by the Council in relation to such storage or disposal must be reimbursed by the hirer. The Council will not be held responsible for any damage to or theft of by or during the course of its removal or storage.

16.3 Any property which has not been claimed twenty-eight (28) days after the event **may be held or sold by the Council**. The proceeds of any such sale shall belong to the Council.

16.4 **The Council** accepts no responsibility for lost, damaged or stolen goods deposited within the Venue.

## **17. Indemnity and Insurance.**

17.1 **The hirer shall be responsible for all plant, equipment or materials or other effects which the hirer or anyone associated with the hirer brings into the Venue. The Council accepts no responsibility or liability for the loss, damage or theft of any such items regardless of how such loss, damage or theft is caused.**

17.2 **The hirer** must provide the Council with proof of the required levels of insurance. If the hirer fails to do so the Council has the right to cancel the booking.

You must ensure that all of your property and the property of any of your contractors (e.g., caterers, bands) or Patrons is removed from the Venue at the end of the Hire Period. Any property left behind may be removed and stored or disposed of by the Council. Any costs incurred by the Town Council in relation to such storage or disposal must be reimbursed by you. The Town Council will not be held responsible for any damage to or theft of by or during the course of its removal or storage.

Any property which has not been claimed twenty-eight (28) days after the Event may be sold by the Town Council. The proceeds of any such sale shall belong to the Council

The Town Council accepts no responsibility for lost, damaged or stolen goods deposited within the Venue.

## **Indemnity and Insurance.**

The Town Council is not responsible and will not accept liability for any loss, damage, injury or death to any persons or property in the Venue or attending or connected to the Event regardless of how or by whom it is caused save where the death or personal injury is as a result of the negligence of a Town Council employee, agent or contractor.

You are responsible for all health and safety aspects of the Venue during the Hire Period. You must accept liability for any loss, damage, injury or death caused to any person or property whilst they are in, or in the immediate vicinity of the Venue regardless of how or by whom

17.3 **The hirer** shall be responsible for making all arrangements for and payments to any third-party contractors the hirer engage pursuant to this Contract, and the Council shall have no liability whatsoever to the hirer or any third parties with regard to any such arrangements or payments.

**The hirer** will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out of your hire of the Venue. Such policy shall cover the hirer, guests and attendees and any contractors or similar. The minimum level of indemnity shall not be less than two million pounds (£2,000,000) and for certain events the Town Council may require a higher level of indemnity. In addition, you agree to indemnify the Town Council for any acts claims complaints or proceedings that may arise in connection with the hire and ensure that these are dealt with promptly.

**The hirer** must ensure that your Public Liability Insurance covers any person and/or organisation whom you have instructed or authorised to appear at the Event. Also see clause 12.6.

All insurance obtained is the responsibility of the hirer and is entirely independent of **the Council**

**The hirer** shall be responsible for all plant, equipment or materials or other effects which you or anyone associated with you brings into the Venue. The Town Council accepts no responsibility or liability for the

such loss, damage, injury or death is caused. Such liability shall, include, but shall not be limited to any loss, damage, injury or death caused by objects being expelled from the Venue by explosion or other means or being propelled or driven off the Venue by you or by any of your employees, agents or contractors..

You agree to indemnify the Town Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to any person or property for which you are responsible under clause 12.2.

You will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out of your hire of the Venue. Such policy shall cover the hirer, guests and attendees and any contractors or similar. The minimum level of indemnity shall not be less than two million pounds (£2,000,000) and for certain events the Town Council may require a higher level of indemnity. In addition, you agree to indemnify the Town Council for any acts claims complaints or proceedings that may arise in connection with the hire and ensure that these are dealt with promptly.

You must ensure that your Public Liability Insurance covers any person and/or organisation whom you have instructed or authorised to appear at the Event. Also see clause 12.6.

All insurance obtained is the responsibility of the hirer and is entirely independent of the Llangollen Town Council

You shall be responsible for all plant, equipment or materials or other effects which you or anyone associated with you brings into the Venue. The Town Council accepts no responsibility or liability for the

loss, damage or theft of any such items regardless of how such loss, damage or theft is caused.

**The hirer** provides the Town Council with proof of the required levels of insurance. If you fail to do so the Town Council has the right to cancel your booking

**The hirer** shall be responsible for making all arrangements for and payments to any third-party contractors you engage pursuant to this Contract, and **the Council** shall have no liability whatsoever to you or any third parties with regard to any such arrangements or payments.

## **18. Variation and Special Conditions.**

18.1 The terms of the contract cannot be varied without the prior written consent of the Council.

18.2 The Council shall be entitled to vary the terms of this contract at any time on giving the hirer notice in writing.

18.3 Depending on the nature of the event, the Council may impose additional terms and conditions to those set out above or amend these terms and conditions. The hirer will be informed of such changes or additions in writing.

## **19 Cancellation.**

19.1 **The Council and Council Staff** may with immediate effect cancel a booking if:

- (a) the hirer does not comply with the terms of the contract, or the Council reasonably believes that the event is likely to be in breach of the contract; or
- b) the hirer acts contrary to statute, regulation or other law applicable to the hiring, including those made by the Council and

loss, damage or theft of any such items regardless of how such loss, damage or theft is caused.

You must provide the Town Council with proof of the required levels of insurance. If you fail to do so the Town Council has the right to cancel your booking

You shall be responsible for making all arrangements for and payments to any third-party contractors you engage pursuant to this Contract, and the Town Council shall have no liability whatsoever to you or any third parties with regard to any such arrangements or payments.

## **Variation and Special Conditions.**

The terms of the contract cannot be varied without the prior written consent of the Council.

The Council shall be entitled to vary the terms of this contract at any time on giving the hirer notice in writing.

Depending on the nature of the event, the Council may impose additional terms and conditions to those set out above or amend these terms and conditions. The hirer will be informed of such changes or additions in writing.

## **Cancellation.**

The Town Council and its authorised officers may with immediate effect cancel a booking if:

- (a) the hirer does not comply with the terms of the contract, or the Council reasonably believes that the event is likely to be in breach of the contract; or
- b) the hirer acts contrary to statute, regulation or other law applicable to the hiring, including those made by the Council



- the Council's byelaws; or
- (c) it comes to Council's attention that the information provided on the booking form is not correct; or
- (d) the hirer has failed to obtain any necessary licences, permits or consents for the Event and/or the Event would be contrary to the premises licence, or the licensing objectives expressed in the Licensing Act 2003; or
- (e) the hirer commits any acts or actions being an offence under the Prevention of Corruption Acts 1889 to 1916, or section 117(2) of the Local Government Act 1972 or are charged with a serious criminal charge or are accused, charged or convicted of drugs offences or money laundering or any activities which could have the effect of bringing the Council's name into disrepute; or
- (f) the Event would otherwise be contrary to law.

19.2 If **the Council** cancels the booking prior to the event date for any reason given in clause 14.1 above, the Council will refund the hire fee (If the hirer cancels a booking prior to two months before the event date, the Council will not charge the hire fee (if paid)).

19.3 If **the hirer** cancels the booking prior to the event date (less than 2 months before the event), and the Town Councils not able to re-hire the Venue, the hirer will be charged 30% of the hire fee (if paid).

19.4 If **the hirer** cancels the booking prior to the event date (14 days prior or less before the event), and the Town Councils not able to re-hire the venue, the hirer will be charged the full hire fee.

19.5 If the Council cancels the booking where the hirer is not at fault, the

- and the Council's byelaws; or
- (c) it comes to Council's attention that the information provided on the booking form is not correct; or
- (d) the hirer has failed to obtain any necessary licences, permits or consents for the Event and/or the Event would be contrary to the premises licence, or the licensing objectives expressed in the Licensing Act 2003; or
- (e) the hirer commits any acts or actions being an offence under the Prevention of Corruption Acts 1889 to 1916, or section 117(2) of the Local Government Act 1972 or are charged with a serious criminal charge or are accused, charged or convicted of drugs offences or money laundering or any activities which could have the effect of bringing the Council's name into disrepute; or
- (f) the Event would otherwise be contrary to law.

If the Town Council cancels the booking prior to the event date for any reason given in clause 14.1 above, the Council will refund the hire fee (If the hirer cancels a booking prior to two months before the event date, the Council will not charge the hire fee (if paid)).

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If you cancel the booking prior to the event date (14 days prior or less before the event), and the Town Councils not able to re-hire the venue, the hirer will be charged the full hire fee.

If the Council cancels the booking where the hirer is not at fault, the

Council will refund any sums paid by the hirer without any deductions within fourteen (14) days of cancellation

- 19.6 Notice of any cancellation under this clause shall be in writing and served on the other party at the address set out herein.

**20. Waiver.**

- 20.1 If **the Council** through the Town Clerk fails to exercise or delays in exercising any right or remedy under these terms and conditions or at law it will not constitute a waiver of any such right or remedy. If the Council, through the Town Clerk, waives a breach or default by the hirer of these terms and conditions it will not constitute a waiver of any future breach or default.

**21. Severance.**

- 21.1 If any provision of these terms and conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the terms and conditions all of which shall remain in full force and effect.

**22. Jurisdiction.**

- 22.1 The contract shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction in relation to any claim or dispute or any other related matter.

**23. Contracts (Rights of Third Parties) Act 1999.**

- 23.1 No person who is not a party to the contract shall have any rights hereunder by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise.

Council will refund any sums paid by the hirer without any deductions within fourteen (14) days of cancellation

- Notice of any cancellation under this clause shall be in writing and served on the other party at the address set out herein.

**Waiver.**

- If the Town Council through the Town Clerk fails to exercise or delays in exercising any right or remedy under these terms and conditions or at law it will not constitute a waiver of any such right or remedy. If the Council, through the Town Clerk, waives a breach or default by the hirer of these terms and conditions it will not constitute a waiver of any future breach or default.

**Severance.**

- If any provision of these terms and conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the terms and conditions all of which shall remain in full force and effect.

**Jurisdiction.**

- The Contract shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction in relation to any claim or dispute or any other related matter.

**Contracts (Rights of Third Parties) Act 1999.**

- No person who is not a party to the Contract shall have any rights hereunder by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise.

**24 Equalities.**

24.1 **The hirer** must not, in connection with the event, use, provide or display any material, whether written or spoken, or allow behaviour, **which** constitutes direct or indirect discrimination against, or harassment, victimisation or vilification of, any person or group of persons on the grounds of race, gender, sexual orientation, disability, religion or age.

**25. Data Protection.**

25.1 **The Council** is fully committed to compliance with the requirements of the General Data Protection Regulations which will become enforceable on 25<sup>th</sup> May 2018.

25.2 **The Council** takes the protection of the hirer's data seriously. If the hirer visits the Town Councils website, then our Privacy Notice explains how we use the hirers information and the ways in which we protect the hirers privacy.

**Equalities.**

You must not, in connection with the event, use, provide or display any material, whether written or spoken, or allow behaviour, that constitutes direct or indirect discrimination against, or harassment, victimisation or vilification of, any person or group of persons on the grounds of race, gender, sexual orientation, disability, religion or age.

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The Town Council takes the protection of the hirer's data seriously. If the hirer visits the Town Councils website, then our Privacy Notice explains how we use the hirers information and the ways in which we protect the hirers privacy.

**REPORT AUTHORS:** Town Clerk.  
**SUBJECT:** Asset Management plan 2024 -27.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To consider revisions to the Asset Management plan 2024 -27.

**2. Background**

2.1 The Asset Management produce in May 2023 and defined the framework within which the Town Councils land and property assets will be managed to ensure effective governance and financial management. The plan is proportionate to the scale of the Town Council.

3.2 Given progress on elements of the plan and the need to review priorities based in the available budget and contractual commitments, then the revised Asset Management Priority Action Plan has been prepared as defined in Annex A

**4 Recommendation.**

4.1 It is recommended that the Asset Management Committee adopts the revised Asset Management Priority Action Plan.

**5. Reason for recommendations.**

5.1 To ensure the probity in the maintenance of Town Council assets.

## Annex A.

Asset Management Plan.								
2024-25	Action	Outcomes	Business plan action supported.	Target	Spend	Funding Budget	Grant Aid	Source
Floral Displays summer planting	Contract in place	Town floral displays	Encourage and endorse responsible and sustainable behaviour	May-24	£3,000.00	£3,000.00	£0.00	
Floral Displays watering	Contract in place	Town floral displays	Encourage and endorse responsible and sustainable behaviour	May-24	£3,000.00	£3,000.00	£0.00	
Floral Displays winter planting	Contract in place	Town floral displays	Encourage and endorse responsible and sustainable behaviour		£2,600.00	2,600.00	£0.00	
Christmas illuminations	Contract in place	Support business community.	Cater for events and cultural performances to attract visitors to the town centre and create a unique sense of place	Nov-23	£11,000.00	11,000.00	£0.00	
Town Hall transfer to led stage lighting.	Contract in place	Operating cost savings	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good standard of condition in accordance with condition surveys	Jul-24	£14,500.00	£14,500.00	£0.00	
Priority actions CCTV decommissioning	Quotations and Appoint contractors	Retrieval of equipment	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good standard of condition in accordance with condition surveys	Oct-23	£750.00	£750.00	£0.00	
Town Hall outbuildings refurbishment	Grant application	Safeguarding asset	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good	Jan-24	£60,000.00	£12,000.00	£48,000.00	Clocaenog

Pen y Bryn Cemetery	Grant Application	Establish more productive use of land	standard of condition in accordance with condition surveys Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good standard of condition in accordance with condition surveys	Mar-24	£120,000.00	£8,000.00	£112,000.00	HLF
<b>Total</b>					<b>£212,250.00</b>	<b>£52,250.00</b>	<b>£160,000.00</b>	
<b>2025-26</b>								
Contracted works								
Floral Displays summer planting	Contract for renewal	Town floral displays	Encourage and endorse responsible and sustainable behaviour	May-24	£5,000.00			
Floral Displays watering	Contract for renewal	Town floral displays	Encourage and endorse responsible and sustainable behaviour		£3,500.00			
Floral Displays winter planting	Contract for renewal	Town floral displays	Encourage and endorse responsible and sustainable behaviour	Sep-24	£3,800.00			
Christmas illuminations	Contract for renewal	Safeguarding asset	Cater for events and cultural performances to attract visitors to the town centre and create a unique sense of place	Nov-24	£12,000.00			
Priority actions								
Town Hall fire alarm system	Quotations and Appoint contractors	Safeguarding asset	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good standard of condition in accordance with condition surveys	Jan-25	£35,000.00			

Town Hall and office painting	Quotations and Appoint contractors	Safeguarding asset	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good standard of condition in accordance with condition surveys	Dec-21	£30,000.00
<b>Total</b>					<b>£89,300.00</b>

### 2026-27

Contracted works					
Floral Displays summer	Contract in place	Town floral displays	Encourage and endorse responsible and sustainable behaviour	May-25	£7,000.00
Floral Displays winter planting	Contract in place	Town floral displays	Encourage and endorse responsible and sustainable behaviour	Sep-25	£900.00
Floral Displays watering	Contract for renewal	Town floral displays	Encourage and endorse responsible and sustainable behaviour		£3,500.00
Christmas illuminations	Contract in place	Safeguarding asset	Cater for events and cultural performances to attract visitors to the town centre and create a unique sense of place	Nov-25	£12,000.00
Priority actions					
Town Hall fixed wire testing	Quotations and Appoint contractors	Safeguarding asset	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good standard of condition in accordance with condition surveys	May-23	£8,000.00
Chain Bridge painting	Quotations and Appoint contractors	Safeguarding asset	Ensure that assets are managed to meet statutory requirements, are fit for purpose and are in a good	Aug-23	£40,000.00

<b>Total</b>	standard of condition in accordance with condition surveys	<b>£71,400.00</b>
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