

## Pwyllgor Rheoli Asedau

## Asset Management Committee

Agenda  
08.06.2021

- |   |  |
|---|--|
| <p><b>1. Ethol Cadeirydd y Pwyllgor.</b><br/>I benodi Cadeirydd am y flwyddyn i ddod.</p>   | <p><b>Election of Committee Chair.</b><br/>To appoint a Chair for the ensuing year.</p>  |
| <p><b>2. 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>3. Ethol Is-Gadeirydd Pwyllgor.</b><br/>I benodi Is-Gadeirydd am y flwyddyn i ddod.</p>   | <p><b>Election of Committee Vice Chair.</b><br/>To appoint a Chair for the ensuing year.</p>   |
| <p><b>4. 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>5. Cofnodion.</b><br/>I awdurdodi'r Cadeirydd i arwyddo cofnodion yr cyfarfod blaenorol y Pwyllgor fel cofnod cywir.</p>  | <p><b>Minutes.</b><br/>To authorise the Chair to sign the minutes of the previous meeting of the Committee as a correct record.</p>  |
| <p><b>6. Adroddiadau Clerc y Dref.</b></p> <ul style="list-style-type: none"><li>a) Cynllun Gweithredu Blaenoriaeth Rheoli Asedau.</li><li>b) Cyflenwr Ynni.</li><li>c) Byrddau hysbysebu ar dir Cyngor y Dref.</li><li>d) Ffioedd a thaliadau Neuadd y Dref.</li></ul>   | <p><b>Town Clerk Reports.</b></p> <p>Asset Management Priority Action Plan.</p> <p>Energy Supplier.</p> <p>Advertising boards on Town Council land.</p> <p>Town Hall fees and charges.</p>   |
| <p><b>7. Rhan B</b><br/><b>Gwahardd y cyhoedd a 'r Wasg.</b><br/>Yn rhinwedd Deddf Cyrff Cyhoeddus (Derbyn i Gyfarfodydd) 1960, ni chaiff y wasg na'r cyhoedd eu cynnwys yn y trafodaethau ar yr eitem ganlynol ar y sail y byddai eu datgelu yn niweidiol i fudd y cyhoedd oherwydd natur gyfrinachol y busnes i'w drafod.</p> | <p><b>Part B</b><br/><b>Exclusion of Public and Press.</b><br/>By virtue of the Public Bodies (Admission to Meetings) Act 1960, the press and public are excluded from discussions on the following item on the basis that disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.</p> |
| <p><b>8. Unedau rhent.</b></p>  | <p><b>Rental units.</b></p>  |

### **Adroddiadau**

Mae adroddiadau yn ddogfennau gwaith ac felly nid yw nhw cael eu cyfieithu.

### **Reports**

*Reports are working documents and are therefore not translated.*

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Asset Management Priority Action Plan.  
**REPORT FOR:** Decision.

**1. Summary**

1.1 To consider the asset management priority action plan.

**2. Background.**

2.1 At previous meetings of the Asset Management Committee, Members resolved to have a priority list of works required to be undertaken on the Town Councils assets.

**3. Priority Action Plan.**

- 3.1 The attached priority action plan identifies works across the whole of the portfolio, some of which are contractual obligations and other works identified as a priority either due to the fact that they have come to light in recent months or have been deferred from the previous financial year due to the requirements to limit expenditure and to support another project.
- 3.2 In addition that a number of items which have where identified in the condition survey prepared prior to the transfer of the Town Hall to the Town Council which at that time were regarded as medium to long term actions. However, 10 years later these work have yet to be undertaken and therefore due consideration must be made on how to address this situation.
- 3.3 The action plan indicates the potential costs of the works required and also lists the current budget available to committee for the 21/22 financial year including current reserves. It is clear that the cost of the works identified are far greater than the budget therefore the priority list will need to be refined to bring cost in line with the budget. As a consequence, some works will need to be reprogrammed for future financial years.
- 3.4 The prioritisation of works, by Members, will assisted forward planning and will inform the Committees budgetary requirements for future financial years which will assist the Town Council when setting future precepts. Consideration must also be given to the need to maintain a specific earmarked reserve in future years.

**4. Recommendation.**

- 4.1 It is recommended that the Committee considers the asset management priority action plan to:
- a) Prioritise works for the 21/22 financial year, to bring the costs in line with budget.
  - b) Identify works to be scheduled for action in future financial years.
  - c) Asses the future reserve requirements.

**5. Reasons for recommendation**

5.1 To maintain and safeguard Town Council assets and fiscal probity.

Asset Management Priority Action Plan

In Progress
Completed
Action pending
Review
Withdrawn

Priority	Item	Specific Task	Target	Outcomes	Status	Comments	Projected Cost
<b>2021/22</b>							
1	Town Hall roof survey	Commission survey	May-21	Ensure structural integrity			£0.00
2	Floral Displays summer planting and watering	Contract in place	May-21	Town floral displays			£7,000.00
3	Town Hall Gas installation testing	Commission survey	Jun-21	Health and Safety			£150.00
4	Chainbridge	Commission survey	Jun-21	Ensure structural integrity			£3,000.00
5	Town Hall roof and balcony ceiling repair	Appoint contractors	Aug-21	Safeguarding asset			£15,000.00
6	Christmas illuminations	Repair replacement	Aug-21	Safeguarding asset			£4,500.00
7	Illuminations catenary testing	Commission survey	Sep-21	Ensure structural integrity			£2,000.00
8	Floral Displays winter planting	Contract in place	Sep-21	Town floral displays			£900.00
9	Outbuildings roof repair	Appoint contractors	Sep-21	Safeguarding asset			£15,000.00
10	CCTV decommissioning	Redundant equipment	Oct-21	Cost reduction			£2,000.00
11	Christmas illuminations	Contract in place	Oct-21	Installation and removal			£4,500.00
12	Former War Memorial Land Transfer	Submit application to land registry	Dec-21	To transfer land ownership		Instructions with solicitors	£1,500.00
13	Town Hall networking	Survey	Aug-22	Potential income generation.			£4,000.00
14	Town Hall transfer to led lighting public areas	Appoint contractors	Dec-21	Running cost savings			£2,000.00
15	Town Hall transfer to led stage lighting.	Replace fittings	Dec-21	Running cost savings			£500.00
16	Town Hall fire alarm system	Appoint contractors	Dec-21	Safeguarding asset			£30,000.00
17	Town Hall internal improvements	Appoint contractors	Dec-21	Safeguarding asset			£3,000.00
18	Town Hall Bell silencing	Fit silencer	Dec-21	Reduce noise pollution		Contribution from Royal Hotel	£5,000.00
19	Town Hall Bell autowinder	Commission survey	Dec-21	Health and Safety staff welfare			£7,000.00
20	Parade Street land acquisition	H&S works and improvements	Jan-22	Open space in front of Council Chamber			£5,000.00
21	Town Hall outbuildings refurbishment	Feasibility study	Jan-22	Safeguarding asset			£7,500.00
						<b>Total</b>	<b>£119,550.00</b>
						<b>Available Revenue Budget</b>	<b>£48,500.00</b>
						<b>Shortfall</b>	<b>£71,050.00</b>
						<b>Asset reserves</b>	<b>£20,000.00</b>
<b>2022/23</b>							
22	Town Hall CCTV	Appoint contractors	Dec-23	Improved security			£3,000.00
23	Town Hall Office painting	Appoint contractors	Jan-22	Safeguarding asset			£2,000.00
24	Town Hall outbuildings refurbishment	Tender	Apr-22	Safeguarding asset			£1,500.00
25	Town Hall outbuildings refurbishment	Contract	May-22	Safeguarding asset			£90,000.00
26	Pen y Bryn Cemetery	Feasibility study	Jun-22	Establish more productive use of land			£3,000.00
						<b>Total</b>	<b>£99,500.00</b>
<b>2023/24</b>							
27	Town Hall fixed wire testing		May-23				£3,000.00
25	Chainbridge	Commission survey	Jun-23	Ensure structural integrity			£3,000.00
29	Town hall exterior painting	Appoint contractors	Aug-23	Safeguarding asset			£20,000.00

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Energy Supplier.  
**REPORT FOR:** Decision.

**1. Summary**

1.1 To consider the provision of an energy supplier.

**2. Background.**

2.1 The current fixed term contract for supply to Centenary Square finished in April and the Town Council is now being charged the standard variable rate. The other contracts for the Town Hall, for both gas and electricity, expire in September and therefore consideration should be given to making the necessary arrangements to allow the transfer of all these accounts as soon as possible. In respect to Centenary Square the current standard variable rate is not the best tariff but fortunately consumption during the summer months is low.

2.2 Having declared a climate and ecological emergency the Town Council's action plan identifies the need to considering a suitable renewable energy supplier to provide the future energy requirements for the Town Council.

**3. The green energy markets.**

3.1 Over the past year, a lot more suppliers have started to offer 'green' electricity tariffs however, consumer must be wary of what is referred to as 'green-washing' which are not truly green tariffs.

3.2 For every 1000 units of renewable electricity generated, the industry regulator OFGEM gives the generator one 'green' certificate. This is called a Renewable Energy Guarantee of Origin certificate (REGO) which certifies the energy as being green. When a supplier buys this power from the renewable generator to sell to its customers, it also buys the REGO certificates at a cost of about 15p each and at the end of each year, suppliers are required to send these green certificates to OFGEM to prove how much of the power they buy comes from renewables.

3.3 However, there is a market for these certificates which is completely separate from the market for power. This means that it is possible for suppliers to buy as many of the REGO certificates, without buying any power from renewable generators. Instead, they can buy their power from anywhere, even a coal-fired power station, or any other source equally as damaging to the environment and then separately buy enough green certificates to match.

3.4 This means that at the end of the year the supplier has enough green certificates to show OFGEM to legally claim that their power is 100% renewable, without ever actually having spoken to a single renewable generator, this is 'green-washing'.

3.5 The gas market is different, green gas, or biomethane, is gas that is not derived from fossil fuels, it is made by anaerobic digestion. Currently, the UK's total gas consumption is 514 TWh. The latest study by the association for anaerobic digestion estimates that the total potential of green gas to decarbonise the gas grid is about 8-10%.

- 3.6 Suppliers of green gas strive to the upper limit of 10% when providing supplies to customers and undertake carbon offsetting to fill the gap to make real reductions in the amount of carbon in the atmosphere and have other positive social benefits at the same time. True green providers chose a set of new carbon offset projects to help promote green gas internationally.
- 3.7 This means that there are only three genuine green suppliers of electricity and gas currently in the UK Market namely, Ecotricity, Good energy and Green energy. Unfortunately, Ecotricity are not accepting new business accounts, at present, but quotations have been received from the other two suppliers, as detailed in the appendix. Details of the current supplies are also provided for comparison.

#### **4. Recommendation.**

- 4.1 It is recommended that the Committee agrees to contract with Good Energy to provide gas and electricity supplies on the 24 month fixed contract rates.

#### **5. Reasons for recommendation**

- 5.1 To maintain and safeguard Town Council assets and fiscal probity.

**Appendix A**

**Good Energy  
12 Month Fixed  
Contract Rates**

Location	Meter Serial Number	Annual Consumption (kWh)	Contract End Date	Unit Rate (Pence per kWh)	Standing Charge (Pence Per Day)	Annual Standing Charge	Annual rate	Total Charge
Centenary Square	E18UP07928	668		17.61	32.1	£117.17	£117.63	£234.80
Town Hall	K002J01453	2660	31 September 2021	16.62	36.77	£134.21	£442.09	£576.30
Town Hall	K004J02712	360	31 September 2021	16.62	36.77	£134.21	£59.83	£194.04
Town Hall	K95J17288	6824	31 September 2021	16.62	56.06	£204.62	£1,134.15	£1,338.77
Town Hall	L312J10447	5012	31 September 2021	16.62	56.06	£204.62	£832.99	£1,037.61
Town Hall (Gas)	M016K0314911D6	120918	31 September 2021	3.08	57.18	£208.71	£3,724.27	£3,932.98

**Total Gas                   £3,932.98**

**Total Electricity           £3,187.48**

**Total Energy               £7,120.46**

**Green Energy  
12 Month Fixed  
Contract Rates**

Location	Meter Serial Number	Annual Consumption (kWh)	Contract End Date	Unit Rate (Pence per kWh)	Standing Charge (Pence Per Day)	Annual Standing Charge	Annual rate	Total Charge
Centenary Square	E18UP07928	668		19.92	33.59	£122.60	£133.07	£255.67
Town Hall	K002J01453	2660	31 September 2021	19.92	33.59	£122.60	£529.87	£652.48
Town Hall	K004J02712	360	31 September 2021	19.92	33.59	£122.60	£71.71	£194.32
Town Hall	K95J17288	6824	31 September 2021	19.92	33.59	£122.60	£1,359.34	£1,481.94
Town Hall	L312J10447	5012	31 September 2021	19.92	33.59	£122.60	£998.39	£1,120.99
Town Hall (Gas)	M016K0314911D6	120918	31 September 2021	4.4	77.48	£282.80	£5,320.39	£5,603.19

**Total Gas**                **£5,603.19**  
**Total Electricity**        **£3,705.40**  
**Total Energy**            **£9,308.59**

**Good Energy  
24 Month Fixed  
Contract Rates**

Location	Meter Serial Number	Annual Consumption (kWh)	Contract End Date	Unit Rate (Pence per kWh)	Standing Charge (Pence Per Day)	Annual Standing Charge	Annual rate	Total Charge
Centenary Square	E18UP07928	668		16.45	36.74	£134.10	£109.89	£243.99
Town Hall	K002J01453	2660	31 September 2021	16.07	39.53	£144.28	£427.46	£571.75
Town Hall	K004J02712	360	31 September 2021	16.07	39.53	£144.28	£57.85	£202.14
Town Hall	K95J17288	6824	31 September 2021	16.07	70.05	£255.68	£1,096.62	£1,352.30
Town Hall	L312J10447	5012	31 September 2021	16.07	70.05	£255.68	£805.43	£1,061.11
Town Hall (Gas)	M016K0314911D6	120918	31 September 2021	3.02	58.37	£213.05	£3,651.72	£3,864.77

**Total Gas**                **£3,864.77**  
**Total Electricity**        **£3,229.14**  
**Total Energy**            **£7,093.92**

**Current Supplies**

Location	Meter Serial Number	Annual Consumption (kWh)	Contract End Date	Unit Rate (Pence per kWh)	Standing Charge (Pence Per Day)	Annual Standing Charge	Annual rate	Total Charge
Centenary Square	E18UP07928	668		33.44	61.84	£225.72	£223.38	£449.10
Town Hall	K002J01453	2660	31 September 2021	16.42	27.99	£102.16	£436.77	£538.94
Town Hall	K004J02712	360	31 September 2021	16.42	27.99	£102.16	£59.11	£161.28
Town Hall	K95J17288	6824	31 September 2021	16.42	27.99	£102.16	£1,120.50	£1,222.66
Town Hall	L312J10447	5012	31 September 2021	16.42	27.99	£102.16	£822.97	£925.13
Town Hall (Gas)	M016K0314911D6	120918	31 September 2021	3.66	25	£91.25	£4,425.60	£4,516.85

**Total Gas                   £4,516.85**

**Total Electricity           £3,135.83**

**Total Energy               £7,652.68**

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Advertising boards on Town Council land.  
**REPORT FOR:** Decision.

**1. Summary**

1.1 To consider a request for positioning of advertising boards on Town Hall land.

**2. Background.**

2.1 The Town Council have been approached by a local company wishing to get some visibility of its business around Llangollen.

2.2 They currently have 2 portable signs, one outside the Market St car park and one outside Wingetts, albeit this has no permission from the Town Council, which is being obscured by the new waste bins. They are now requesting to reposition that sign below the Town Council noticeboard during the day.

**3. Considerations.**

3.1 Members will be aware that there is already a considerable amount of street furniture and advertising boards appertaining to the Town Council's own tenants situated outside their shops during trading hours. In addition, the Town Council have endorsed policy position in relation to the erection of temporary / unauthorised signs on the highway.

3.2 This policy states that 'A-boards' will only be allowed in the immediate vicinity of the particular business that they are advertising. The council will not permit A-boards to be placed at locations away from the business, e.g., on nearby street corners, or nearby junctions.

3.2 As stated above the current use of the railings in front to Wingetts to mount the information board is not authorised by the Town Council, I may have been mistakenly sanctioned by Wingetts themselves, although this is not confirmed.

3.3 To allow businesses that are not located within the Town Hall would set a precedent and would not be compatible with the County Council policy that the Town Council have endorsed.

**4. Recommendation.**

4.1 It is recommended that the Committee does not agree to the positioning of advertising boards on Town Council land from businesses or organisations that have no relationship to the Town Council.

**5. Reasons for recommendation.**

5.1 To mirror County Council policies and to ensure the effective management of Town Council assets.

**REPORT AUTHORS:** Town Clerk.  
**SUBJECT:** Town Hall fees and charges.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To consider increases in the Town Hall Fees and charges.

**2. Background.**

2.1 Members will recall but during deliberations on the budget for this financial year a major component of the budget is the income generated through the hire of the Town Hall and income from tenants.

2.2 In respect of rental income there sums are fixed under the terms of the respective leases and subject to review in line with landlord and tenant regulations, However, the fees and charges can be adjusted at any time and the current rates were last reviewed in in 2019 during the budgets setting process for the 20/21 financial year.

2.3 The Town Hall fees and charges are adjusted in line with the Consumer Price Index (CPI) as of September in each preceding year (0.7%)

2.4 It is therefore tariffs should increase as illustrated in the table below.

<b>Main Auditorium</b>	<b>Current</b>	<b>charges</b>	<b>21/22</b>
<b><i>Commercial users.</i></b>			
Daily (over 5 hrs)	£317		£340
1/2-day rate (2 – 5 hrs) / Evening rate (after 18.00 hrs)	£159		£170
Daytime hourly rate	£43		£46
Evening hourly rate (after 18.00 hrs)	£47		£50
Stage extension fee (per day)	£53		£60
<b><i>Parties/Private Functions/ Local Sole Traders.</i></b>			
Daily (over 5 hrs)	£190		£255
1/2-day rate (2 – 5 hrs) / Evening rate (after 18.00 hrs)	£95		£128
Daytime hourly rate	£31		£35
Evening hourly rate (after 18.00 hrs)	£32		£38
Stage extension fee (per day)	£42		£45
<b><i>Community, Charity and not for profit users.</i></b>			
Daily (over 5 hrs)	£160		£170
1/2-day rate (2 – 5 hrs) / Evening rate (after 18.00 hrs)	£80		£85
Daytime hourly rate	£20		£23
Evening hourly rate (after 18.00 hrs)	£27		£26
Stage extension/Bar/AV equipment fee (per day/per space occupied)	£27		£30
Set building / Rehearsal fixed fee per session.*	£42		£45
* Morning /Afternoon/Evening			

**Chamber.*****Commercial users.***

Daily (over 5 hrs)	£106	£114
1/2 day rate (2 – 5 hrs) / Evening rate (after 18.00 hrs)	£53	£57
Daytime hourly rate	£14	£16
Evening hourly rate (after 18.00 hrs)	£18	£20

***Parties/Private Functions.***

Daily (over 5 hrs)	£80	£85
1/2 day rate (2 – 5 hrs) / Evening rate (after 18.00 hrs)	£40	£43
Daytime hourly rate	£11	£13
Evening hourly rate (after 18.00 hrs)	£14	£16

***Community, Charity and not for profit users.***

Daily (over 5 hrs)	£53	£57
1/2 day rate (2 – 5 hrs) / Evening rate (after 18.00 hrs)	£26	£28
Daytime hourly rate	£7	£8
Evening hourly rate (after 18.00 hrs)	£9	£10

**3. Recommendations.**

3.1 It is therefore recommended that the Committee agrees to the increases in Town Hall fees and charges for the 21/22 financial year.

**4. Reason for the recommendation.**

4.1 To ensure the efficient and effective management of Town Council assets.

## Pwyllgor Rheoli Asedau

## Asset Management Committee

### Agenda 01.09.2021

- |  |   |
|--|---|
| <p><b>1. Ymddiheuriadau am absenoldeb.</b><br/>I dderbyn, ystyried a 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>3. Cofnodion.</b><br/>I awdurdodi'r Cadeirydd i arwyddo cofnodion yr cyfarfod blaenorol y Pwyllgor fel cofnod cywir.</p>   | <p><b>Minutes.</b><br/>To authorise the Chair to sign the minutes of the previous meeting of the Committee as a correct record.</p>   |
| <p><b>4. Adroddiadau Clerc y Dref.</b><br/>a) Atgyweirio to Neuadd y dref.<br/>b) Gwelliannau i Stryd y Castell.<br/>c) Gwasanaeth Sul y Cofio 2021.<br/>d) Neuadd ydref , digwyddiadau mawr.</p>  | <p><b>Town Clerk Reports.</b><br/>Town hall roof repair.<br/>Castle Street improvements.<br/>Remembrance Sunday Service 2021<br/>Town hall, major events.</p>   |
| <p><b>5. Adroddiadau i'r Cyngor y Dref.</b><br/>I dderbyn adroddiadau a gyflwynwyd i'r Pwyllgor a phenderfynu pa gamau, os o gwbl, i'w cymryd.<br/>a) Cyng Paul Keddie rhaglen adfer Neuadd y Dref.</p>  | <p><b>Reports to the Town Council.</b><br/>To receive reports submitted to the Committee and determine what action, if any, to be taken.<br/>Cllr Paul Keddie Town Hall recovery program.</p>   |
| <p><b>6. Rhan B<br/>Gwahardd y cyhoedd a 'r Wasg.</b><br/>Yn rhinwedd Deddf Cyrff Cyhoeddus (Derbyn i Gyfarfodydd) 1960, ni chaiff y wasg na'r cyhoedd eu cynnwys yn y trafodaethau ar yr eitem ganlynol ar y sail y byddai eu datgelu yn niweidiol i fudd y cyhoedd oherwydd natur gyfrinachol y busnes i'w drafod.</p> | <p><b>Part B<br/>Exclusion of Public and Press.</b><br/>By virtue of the Public Bodies (Admission to Meetings) Act 1960, the press and public are excluded from discussions on the following item on the basis that disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.</p> |
| <p><b>7. Siop 1.</b></p>   | <p><b>Shop 1.</b></p>   |

### **Adroddiadau**

Mae adroddiadau yn ddogfennau gwaith ac felly nid yw nhw cael eu cyfieithu.

### **Reports**

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**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Town hall roof repair.  
**REPORT FOR:** Decision.

**1. Summary**

1.1 To agree the funding of the town hall roof repairs.

**2. Background.**

2.1 At the meeting of the Town Council held on 6 July 2021 it was resolved to

- a) suspend standing order 18(c) and financial regulations 11(b) to (i) to facilitate emergency roof repairs to the town hall,
- b) appoint Chambers Conservation to negotiate the contract price with Grosvenor Construction Ltd and to provide ongoing contract supervision including acting as Principal Designer under the CDM regulations 2015.

2.2 Chambers Conservation have prepared detailed drawings and specification, cross-referenced to photographs and a key plan and have received the detailed costings from Grosvenor Construction Ltd as detailed in Appendix 1 The architects have assessed the cost and re of the opinion that the costs are reasonable but given the complexity of the roof structure the costs inevitably do add up and have noted thar a contingency is included.

2.3 Clearly the works have to be expedited and completed given the risks identified in the risk assessment of not expediting roof repairs and the need to mitigate the risk by undertaking emergency repairs. A suitable funding formula needs to be considered to undertake the works whilst reflecting other Town Council priorities

**3. Budget provision.**

3.1 The initial view would be to fund the works from the Assets Projects and repair and renewal cost code and assets reserves as shown below: -

Project costs	£56,817
Chambers Conservation CDM fees	£1,500
<b>Total project costs</b>	<b>£58,317</b>
Assets projects cost code	-£20,000
Repair and renewal cost code	-£3,717
Asset reserves	-£34,600

3.2 However, this would result in the use of all the asset reserve and there are other calls on funds such as the need to undertake a principal inspection of the Chainbridge, which is currently out for tender and some other minor works.

3.3 A more balanced approach would therefore be to identify other cost centres in which savings could be made in order to reduce the call on reserves. These funds are detailed below with and explanation as to why they could be vired to support these roof works.

Cost code	Rational for consideration
Grounds maintenance	These funds are used to cover the grounds contract and floral displays and ad hoc works associated with the recreation ground. The summer planting is in place and the grounds and watering contract finishes in September. Winter planting of the static planters is usually undertaken but given the proposed highway improvements on the bridge and castle square this could be stopped for this year. To date there have been no issues on the recreation ground, and should any emergency works on the recreation Ground ensue, such as essential tree surgery works, then these could be covered by reserves. Allowing a sum for the bridge inspection a sum of £3,000 could be available for the roof works contract.
Christmas illuminations	The intention for 21/21 was to upgrade some of the Christmas illuminations but given the fact that the illuminations on the bridge will not be possible this year these upgrades could be deferred therefore after contracted payment are made £3,000 could be available for the roof works contract
Insurance	A significant budget was provided for in 21/22 phone insurance cover as the property was subject to building reinstatement cost assessment. There is therefore an underspend in this cost code. Therefore £1,500 could be available for the roof works contract
NNDR	The Town Council received a rebate on NNDR paid in 2020 due to the closure of the town hall, Therefore £5,000 could be available for the roof works contract

3.4 The above virements total £13,000 and therefore would reduce the call on reserves shown below: -

<b>Total project costs</b>	<b>£58,317</b>
Assets projects cost code	-£20,000
Repair and renewal cost code	-£2,217
Grounds maintenance cost code	-£3,000
Christmas illuminations cost code	-£3,000
Insurance cost code	-£1,500
NNDR cost code	-£5,000
Asset reserves	-£23,600

3.5 Clearly if the contingency identified in the appendix is not required or there are savings during the contract then these funds would be used to replenish the assets specific reserve.

#### 4. Recommendation.

4.1 It is recommended that in order to cover the full cost of the town hall roof repairs the Committee

- a) transfers £23,600 from assets reserves to the asset project cost centre.

- b) vires funds as detailed in paragraph 3.4 of this report from the repair and renewal, grounds maintenance and Christmas illuminations cost codes to the assets project cost code.
- c) request the Town Council vires £5,000 from the NNDR and £1,500 from the Insurance cost codes to the assets project cost code.

**5. Reasons for recommendation**

5.1 To maintain and safeguard Town Council assets and fiscal probity.

## Appendix

<b>Schedule of Works, Llangollen Town Hall - South Roof Repairs</b>	
<b>Issue</b>	
<b>PRICING ISSUE 1 - July 2021</b>	
<b>To be read in conjunction with all drawings and specifications.</b>	
This schedule does not include reference to access, temporary works or other such general items other than in overall principles. The contractor will be deemed to have included for all access and temporary works necessary to undertake the works described (or implied) below.	
This schedule does not constitute a specification. Where products are referenced they are to be installed in accordance with manufacturer's recommendations, instructions and relevant standards. Leadwork, Slating and other works to be undertaken and completed in accordance with British and European standards unless specifically stated otherwise.	
<b>A. Preliminaries</b>	
	£
Allow for full site hoarding. Hoarding to be 1800mm high painted SmartPly boarding to timber frame unless otherwise agreed. Adequate secure space to be allowed for all on site storage. The contractor may use the toilet facilities within the Town Hall together with a small space to be agreed for a welfare area. It is anticipated that part of the pavement in front of the building will have to be closed, the contractor is to allow for all necessary closure, diversion or other notices required.	£784.00
Allow to protect the roof space, insulation, water tanks etc from damage during works and especially from torching which will fall from slate during removal.	£224.00
The contractor is to photograph existing areas of the fabric that may be affected by the work - the contractor must make good any damage caused as a result of the works (e.g. to other areas of roof or internal leaks)	£56.00
Note: if bats are suspected in the roof spaces during any part of the works the architect should be notified immediately. (No evidence was found during investigation work or the previous repair scheme).	
GCL COSTS	£2,500.00
	<b>£3,564.00</b>
<b>1. Demolitions/Stripping Out</b>	

Erect access scaffold external to the southern roof area to allow proposed work to be undertaken in a safe manner. Please note; the final scope of works will need to be confirmed no later than a week following the erection of the scaffold. Access scaffold to be designed to ensure that no load is applied to the existing structure (unless otherwise agreed) and it does not require to be tied to the existing structure to ensure its stability. The scaffold must be designed to facilitate the temporarily stacked slates and any lead (unless other secure storage is proposed). Provide mechanical hoist of suitable duty to facilitate raising and lowering of all elements from roof level to ground level where necessary. Contractor to provide all necessary temporary protection during works to ensure weather protection to the interior spaces.	£7,339.36
Allow to undertake survey of and take detailed photographs of the external building fabric (within the scope area) and finishes from the access scaffold.	£224.00
Protect existing dormer window and any adjacent fabric such as stonework from damage during works.	£56.00
Carefully remove the ridge tiles from the affected area of the south and main roofs and set aside, noting any damage.	£76.16
Allow to carefully remove the lead hips to the tower base, allow for credit for salvaged lead and remove from site.	£53.76
Remove lead or carefully lift and protect lead flashings as required where remaining in place.	£116.48
Carefully remove all slate from agreed area (coloured yellow on plan) (including dormer and tower base). Carefully stack slate and inspect with CA. Contractor to make assessment of proportion suitable for reinstatement and agree with CA. Dispose of remaining slate off-site. Remove and tip all slating battens and remove all nails from rafters.	£3,231.20
Remove all torching debris from underside of slate to affected area and throughout roof voids. Note requirement to protect (A.2).	£660.80
Remove all lead, boarding, timber support brackets, firrings etc from valley gutters between main roof and south roof	£107.52
Ensure that CA is given <i>at least 7 working days'</i> notice of the stripping of the slate and suitable access to inspect all the timber support structure following stripping.	
Contact and CA to inspect exposed timber roof structure and agree final scope of repair works. (refer to repairs for provisional scope).	£112.00
Allow to inspect valley leadwork at base of tower. Allow provisional sum for repair (refer to provisional sums).	£461.44
Allow to inspect leadwork flashing at parapet abutment. Allow provisional sum for repair (refer to provisional sums).	£234.08
Remove all leadwork to areas where there is a change of roof pitch (i.e. at base of tower and junction of dormer window)	£13.44
	<b>£12,686.24</b>
<b>2. Roof Coverings Reinstatement/Repair Works.</b>	

For the purposes of pricing, allow for 10 no. rafter repairs (approx rafter size 80 x 70mm) to decayed sections. Cut decayed section of existing rafter and allow 500mm length repair in new timber alongside. Bolt through existing rafter adjacent. using stainless steel M12 bolts at 300mm cc's. Assume birds mouth joint over wall plate.	£1,137.92
For the purposes of pricing, allow for b. 1 no. repair to purlin ends (approx. size 200 X 200mm). Allow to undertake structural scarf joint, wedged top and bottom, and bolted through using stainless steel M20 bolts.	£262.08
All timber sizes are indicative - contractor to determine correct sizes (may vary across the roof areas) prior to ordering. Scope is provisional to be confirmed with CA and costs adjusted accordingly prior to order. All timber repairs are to be undertaken in treated Douglas fir (FSC Certified) C24 structural timber with a desired service life in excess of 50 years.	
Renew valley gutters between main and south roofs (dotted light blue on plan 02). Gutter to be lined in 18mm WBP/Marine plywood, on new treated sw gutter brackets. Allow to form all necessary drips, sumps, rolls, upstands etc.	£1,232.00
Line new main valley gutters in lead, as indicated on drawings (dotted light blue on plan 02). Leadwork to be code 6 milled lead in accordance with BS EN 12588:2006. All leadwork details, unless specifically stated otherwise, are to be in accordance with the Lead Sheet Association recommended details for exposed areas. All leadwork to be laid on Calder Geotec 220 PY underlay and rear coated in chalk patination cream from Rowan Technologies.	£1,341.76
Provide all necessary perimeter flashings to roofs in code 5 lead to BS EN 12588:2006. Including, but not limited to, stepped abutment flashings to parapet ( <b>NB</b> sizes to precisely match existing and to fit stone coursing or existing arrangements), associated lead soakers.  No chasing of stone will be permitted unless agreed with the CA. All flashings are to be stepped and as necessary extended and adapted to suit the existing coursed stone joints.	£495.71
Allow to provide new apron and abutment flashings to the base of the tower (code 5 lead).	£657.44
Provide Dupont Tyvek Supro breathable roofing membrane across all roof slopes within the scope are. Installation in accordance with manufacturer's instructions .	£394.24
Allow to install a strip of black bituminous roofing felt under the Tyvek at the eaves where it would otherwise be visible from below.	£61.60
Fix all new treated sw slating battens to the rafters to scope area using stainless steel nails.	£1,433.60

Re-cover roofs roof using previously removed slates fixed in place with corrosion resistant fixings. Provisionally allow for 45% new slates to match existing. Slate to be Welsh Slate, either reclaimed (provide samples and certification of provenance) or blue-grey Welsh slate from the Cwt-y-Bugail quarry (from Welsh Slate - <a href="http://www.welshslate.com">www.welshslate.com</a> ). Sizes and thicknesses all to match existing roof. New and existing slate is not to be mixed on visible roof slopes.	£8,151.36
Provide new code 5 lead hip flashings to tower base. All details as LSA guidelines.	£1,313.76
Allow to provide new code 6 cladding to the dormer cheeks with welted vertical seams. Clips etc in accordance with LSA guidelines.	
Dress existing cover flashings to parapet over new flashings and soakers to slate roof.	£106.40
Pointing above renewed lead flashings to all affected roof areas to be Arbosil XL1099, colour to match stonework. Applied in strict accordance with manufacturer's guidelines <a href="http://www.arbo.co.uk/arbo-sealants/arbosil-xl-1099/">http://www.arbo.co.uk/arbo-sealants/arbosil-xl-1099/</a> . Undertake trial area (not visible from street) to demonstrate colour-match and to confirm no staining occurs.	£51.52
Apply two coats of patination oil to all lead work, being careful to avoid spread onto adjacent materials and surfaces.	£35.84
Reinstate existing clay ridge tiles to scope area. Bedding mortar 1:1:9 Cement:Lime:Sand. Provide sample section for approval by CA prior to proceeding.	£1,164.80
Remove all temporary protection.	£224.00
Clear any debris from high level areas, roof voids and adjoining spaces. Clean affected internal areas if required.	£268.80
Carefully take down access scaffold.	£120.00
Clear work area of all debris.	£504.00
	<b>£18,956.83</b>
<b>3. Work To Cast Iron Gutters and downpipes.</b>	
Inspect with CA set aside guttering and downpipes for freeze-thaw cracks and other defects. Agree scope for repair or renewal.	£56.00
Allow for all loose paint to be removed from the guttering and downpipes on the south (side) elevation within the scope area using a scraper prior to thoroughly cleaning with a wire brush followed by rubbing down by hand with wet and dry abrasive paper of increasing grade (initially P100, P120 and finally P180). Work to be carried out using hand tools rather than power driven hand tools. All dust, grease or oil are to be removed by wiping down with a damp cloth and the application of suitable oil and grease remover which should be applied, and residues removed in accordance with manufacturer's instructions. Follow <b>all</b> relevant safety guidelines for the removal of (potentially) lead paints.	£896.00
Allow to brush apply 1No coat of Dulux Trade Metal Primer ensuring a smooth and consistent coat thickness. Allow to dry thoroughly for a	£448.00

minimum of 10 hours prior to application of further coats. All to be undertaken in accordance with manufacturer's requirements.	
Allow for 5 replacement cast iron gutter brackets to match existing	£252.00
Allow to reseal 1 no. gutter joint using Hydrostrip gutter sealing kit/system	£36.96
Allow for new bobbins to 1 no. downpipe bracket	£32.48
Allow to test gutters and downpipes for leaks and adjust falls accordingly. Any new fixings to be stainless steel.	£224.00
Allow to lightly rub down primer coat with P240 wet and dry abrasive paper and remove all dust with a damp cloth. Allow to dry and apply 1 No coat of Dulux Trade Weathershield Exterior Undercoat to all ironwork in accordance with manufacturer's requirements. Allow to dry thoroughly for a minimum of 16 hours prior to application of further coats.	£627.20
Allow to lightly rub down first coat of undercoat coat with P240 wet and dry abrasive paper and remove all dust with a damp cloth. Allow to dry and apply a further 1 No coat of Dulux Trade Weathershield Exterior Undercoat in accordance with manufacturer's requirements. Allow to dry thoroughly for a minimum of 16 hours prior to application of further coats.	£627.20
Allow to lightly rub down second coat of undercoat with P240 wet and dry abrasive paper and remove all dust with a damp cloth. Allow to dry and apply 2 No coats of Dulux Trade Weathershield Exterior High Gloss in accordance with manufacturer's requirements. Allow to dry thoroughly for a minimum of 48 hours without disturbance. Colours TBC.	£627.20
Allow for 2 new stop-ends to cast iron gutter	£131.04
	<b>£3,958.08</b>
<b>4. Work To Timber Fascia's, Barge Boards, Rafter Feet and Timber Dormers</b>	
The following roof timber elements will require full preparation and (re)decoration. a. Timber dormer. b. All rafter feet and all exposed wall plates and eaves timbers within work area. c. Barge boards to dormer. d. Barge boards, soffit and vent etc to end gable of main roof. Decorative scope outlined below.	
Allow to scrape loose paint, taking care not to damage or mark the timber. Follow <b>all</b> relevant safety guidelines for the removal of (potentially) lead paints.	£2,416.00
Allow to rub down existing paint covering with a suitable grade of sandpaper or glasspaper to achieve a sound base for application of the proposed paint system. Grade of aggregate to become correspondingly finer as the paint layers are removed. Follow <b>all</b> relevant safety guidelines for the removal of (potentially) lead paints.	

Where existing timber is exposed due to the condition and subsequent removal of the existing paint covering, apply 2No coats of knotting solution to any knots or resinous areas.	
Allow to brush apply 1No coat of Dulux Trade Wood Primer to all areas of bare wood and allow to dry for a minimum of 16 hours prior to application of any further coats.	
Allow to any fill holes prior to locally applying Dulux Trade Wood Primer. Type of filler to be agreed in writing with the local authority's Conservation Officer taking into consideration the size and location of the area requiring filling. Provisionally allow to provide Dulux Trade Weathershield Exterior Flexible Filler.	
Allow to lightly rub down primer coat with P240 wet and dry abrasive paper and remove all dust with a damp cloth. Allow to dry and apply 1No coat of Dulux Trade Weathershield Exterior Undercoat in accordance with manufacturer's requirements. Allow to dry thoroughly for a minimum of 16 hours prior to application of further coats.	
Allow to lightly rub down first coat of undercoat coat with P240 wet and dry abrasive paper and remove all dust with a damp cloth. Allow to dry and apply a further 1No coat of Dulux Trade Weathershield Exterior Undercoat in accordance with manufacturer's requirements. Allow to dry thoroughly for a minimum of 16 hours prior to application of further coats.	
Allow to lightly rub down second coat of undercoat with P240 wet and dry abrasive paper and remove all dust with a damp cloth. Allow to dry and apply 1No coat of Dulux Trade Weathershield Exterior High Gloss in accordance with manufacturer's requirements. Allow to dry thoroughly for a minimum of 24 hours.	
	<b>£2,416.00</b>
<b>5. Work to Tower</b>	
Allow to repair 5 no. slates to spire (the rest of the slates will remain in situ.	£67.20
Allow to replace 4m of hip flashings in code 5	£378.56
Allow for re-dressing of existing lead in 3 areas	£67.20
Allow for a lead worker to replace the horizontal leadwork within the tower (ie around the hatch) in code 6. Note welding repairs will require a hot works permit system to be used.	£1,563.52
Allow to rub down and redecorate all timberwork using paint system described in section 4. Note: the metal grilles will require careful refixing upon completion.	£1,926.40
	<b>£4,002.88</b>
<b>6. Internal Repairs - Ceiling at Rear of Balcony</b>	
Note: the internal repairs must be carried out when the timber is dry, for instance at the end of roof repairs, say at least one month after	£1,120.00

the last likely leak. Provide a suitable access scaffold suitable for the inspection and access for works. Provide full protection to existing fittings and finishes and limit the spread of dust and debris (note the timings of work will need to be carefully coordinated).	
Allow to remove loose paint with a scraper from 3 no. affected areas of around 2m2 each.	£448.00
Allow a close-up inspection of the boarding	£28.00
Allow to use Peelaway 7 on up to 3m2 of the boards.	£291.20
Allow to replace 5 linear metres of boarding - assume boards will need to be cut to match profile, depth etc. Assume FSC Douglas fir (other timber may be agreed subject to sample).	£257.60
Allow to re-fix approx. 6m2 of boarding to ensure all areas lay flat.	£678.72
Redecorate whole area of ceiling up to downstand beam to specification agreed by building managers - allow for Dulux Trade eggshell - assume 2 coats to remaining painted areas. Areas of bare wood should be treated with knotting solution and primed. Preparation strictly in accordance with manufacturer's instructions.	£1,130.40
	<b>£3,953.92</b>
<b>7. Additional High Level Works</b>	
Allow for the hire of a cherry picker for 1 day that has adequate reach to get to the guttering and lower edge of roof	£1,588.00
Allow for 2 workers for 1 day to carry out high level / roof maintenance tasks as required - e.g., clearing gutters, clearing moss from the flat roof, refixing / removing slipped slates	£559.20
	<b>£2,147.20</b>
<b>Provisional Sums.</b>	
Any other work deemed necessary by the tendering contractor.	
Contingency	<b>£5,128.52</b>
OHP on above	
	<b>£56,813.67</b>
	<b>£56,813.67</b>
<b>Rates (to be used for Pricing variations to provisional quantities contained in schedule)</b>	£
Single Rafter repair. As item 2.01	£112.40
Supply and installation of matching slate.	£107.80
Repair of individual slipped slates.	£15.40
Rake out and re-point in lime:sand mortar	£65.00

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Castle Street improvements.  
**REPORT FOR:** Decision.

**1. Summary**

1.1 To consider the implications of the Castle Street improvements on Town Council assets.

**2. Background.**

2.1 Following a site meeting, held on the 18 August 2021, with officers of Denbighshire County Council on the proposed highway improvements on Castle Street which would include the curtilage of the town hall, several issues were raised that require formal consideration by the Committee. These are detailed in the preceding paragraphs.

**3. Lease arrangements.**

3.1 The resolution of the Town Council on the 18 May 2021 was to enter into an agreement to allow Denbighshire County Council to carry out the re surfacing of the curtilage of the Town Hall, on Castle Street, at no financial cost to the Town Council. This was based on the letter received from the County Council that also stated that the County Council would agree the materials with the Town Council work out a suitable timescale and maintain access to the building and that the County Councils legal department would prepare an agreement.

3.2 At the site meeting the County Council officers present asked about the status of the agreement and were advised by the Town Clerk that despite him requesting site of a lease there was at present no agreement in place. Should this not be resolved Members must consider whether they would be happy to proceed with the works with a formal agreement in place.

3.3 Town Council structures on the Dee Bridge:  
The existing lights were installed to illuminate the whole bridge and not just the pavement and roadway. Replacement lights are proposed with a photometric and therefore should be similar to the existing.

3.4 However to facilitate this the catenary wire used for the Christmas illuminations must be removed and replaced on the new lamppost in the future. These works could be undertaken as a variation to the Town Council's existing contract for the reception of Christmas illuminations. Fortunately, the new lighting columns are strong enough to allow the town Council to re-erect pole mounted planters that are currently in storage and as such new brackets and fixing will be required for 2022.

3.5 Notice Board outside town hall.

The current notice board is situated on the site of the proposed new tree pit and therefore the options faced by the Town Council are that

- a) the noticeboard stays in place..
- b) the noticeboard is relocated to another site.
- c) the noticeboard is removed and disposed of to allow the tree pit.

3.6 Town Hall curtilage.

Unfortunately, the site plan sent to Members from the County Council was not the revised version and a lot of discussion was held over access to the Town Hall for large and heavy items. However, the DCC Officers confirmed that there would be a parking bay immediately in front of the town hall entrance which would negate the need for any other solution to this issue.

**4. Recommendation.**

**4.1** It is recommended that the Committee considers its response to the individual issue identified in this report.

**5. Reasons for recommendation**

**5.1** To maintain and safeguard Town Council assets and fiscal probity.

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Remembrance Sunday Service 2021.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To consider the arrangements for the Remembrance Sunday Service 2021.

**2. Background.**

2.1 The Remembrance Sunday Service held in November 2018, was the first on the new Centenary Square and was relatively successful. However, there were a number of problems that may not have been evident to participants attending the service which caused some concern. Therefore, the Town Council set up a Remembrance Sunday working group with the initial remit to ensure the smooth running of the event in 2019 and to gauge as whether there was a need to continue the working group thereafter.

2.4 The working group established, was chaired by the then Chair of this Committee, supported by one other member agreed by the Committee, both who are no longer Councillors, together with the following organisations: -

- Llangollen Royal British Legion
- Llangollen Royal Airforce Association.
- Llangollen Royal Naval Association.
- The Parade Commander.
- A representative of the traffic management company.
- Llangollen Tidy Towns Team
- North Wales police.
- DCC Street Works manager.

2.5 Through the efforts of the working group the 2019 event was an improvement on the previous year and initially there was a feeling that there would be no need for the continuation of the group moving forward. However due to the pandemic there was no service in 2020 and this year the highway improvements on Castle Street and Bridge Street will have begun.

2.6 Therefore to ensure the smooth running of the event in 2021 it is proposed that a similar working group should continue, again chaired by the Chair of the Committee and supported by one other Member but to include fewer outside organisations as detailed below: -

- Llangollen Royal British Legion
- The Parade Commander.
- Llangollen Tidy Towns Team
- North Wales police.
- DCC's Principal Engineer - Road Safety and Active Travel

**3. Recommendation.**

3.1 That the Asset Management Committee agrees to: -

- a) the continuation of the Remembrance Sunday working group based on the membership defined in paragraph 2.6 of this report.
- b) appoint a Member to support the Chair of the Committee on this group.

**4. Reason for the recommendation**

- 4.1 To ensure the efficient and effective management of Town Council assets and the provision of safe and efficient Town Council events.

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Town hall major events.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To re consider the process for coordination of booking of major events in the town hall.

**2. Background.**

- 2.1 A number of organisations regularly book the town hall for major shows and events throughout the year and in order to ensure the smooth transition between each hire period, and to provide clarity for regular users.
- 2.2 Occasionally, there have been some problems in respect of the individual hire schedules which have a knock-on effect to all of users. To prevent this happening the Committee resolved to establish an annual coordinating meeting to plan major bookings for the town hall in order to maintain the confidence in the booking system
- 2.4 Prior to the pandemic the Facilities Officer had set up such meeting but the response from individual users was indifferent and it took a great deal of effort and time to liaise with individual users to ensure no conflicts.
- 2.5 It is believed that the process still has merit and that a further attempt should be made to establish regular coordinating meetings. However, the failure of any one user to attend would not guarantee that any bookings made would not be in conflict with other users. It is suggested that this meeting would be scheduled in December to assess the requirements for the following year

**4. Recommendation.**

4.1 It is recommended that the Committee reaffirms the process of an annual coordinating meeting to plan major bookings for the town hall in order to maintain the confidence in the booking system.

**5. Reasons for recommendation.**

5.1 To ensure the efficient and effective management operation of Town Council assets.

## Report to Committee

Cllr Paul Keddie Town Hall recovery program.

### Summary

By helping users and user-groups comply with current law, we promote the use of the Town Hall.

### Background

During the Covid pandemic, various laws and regulations have been implemented by Welsh government. These have been, understandably, constantly changing to try to alleviate the impact the virus has on society and to curb its spread. Many people have found it difficult to keep track of these changes and have been confused with it all – it didn't help when Welsh and English governments went off on different tangents either, but there's politics for you!

To prevent further befuddlement, it is important to have house rules that are compliant with the law, clear, concise and are not contradictory or constraining to the user.

It is unrealistic to expect an event organiser to enforce impracticable rules. For example, the current toilet rules only allow one person in each toilet facility at a time. Although designated unisex, ladies cannot be expected to use the gents on the top floor and therefore, there are two toilets available for use. Say the Operatic Society have a full house of 240 people and out of those, 50 ladies 'need to go' during the interval. Assume the following average times; toilet 1m, hand wash 20s, hand dry 10s, make-up/hair 30s, total time 2m per person.

$$\frac{50 \text{ ladies} \times 2 \text{ minutes}}{2 \text{ toilets}} = 50 \text{ minutes interval}$$

Fifty minutes is a long interval, and the queue would be long too, 96m at the current 2m "distancing while queueing" rule!

It is impossible to comply with contradictory rules.

For example, rule 1. states that a one-way system is in place throughout the Town Hall.

Rules 7. and 8. Say that the left stairs are for the balcony and the right for the auditorium respectfully. How can that possibly work?

With a multipurpose building such as our Town Hall, confusion can be eliminated by allowing the hirer to designate the building for the purpose of hire and then implement the necessary rules.

Example 1 – DCC hire the hall for a 2020 consultation.

DCC would class the Town Hall as a public building and the rules pertaining to that designation would apply.

Example 2 – Mrs Jones's has her daughter's 18<sup>th</sup> party.

Mrs Jones doesn't know what rules apply, so we advise her to designate the building as a hospitality venue and help her to comply with the current rules (e.g. help her with a risk assessment). The party can go ahead safely, and everyone is happy.

### Recommendations.

There are two recommendations to consider:

1. Leave the LTC out of the rule making and put the responsibility on the hirer.
2. Have a set of rules for **each** building designation, at the moment there are two (as in the examples above).

## Pwyllgor Rheoli Asedau

## Asset Management Committee

### Agenda 14.12.2021.

- |   |  |
|---|--|
| <p><b>1. Ymddiheuriadau am absenoldeb.</b><br/>I dderbyn, ystyried a derbyn<br/>Ymddiheuriadau am absenoldeb.</p>   | <p><b>Apologies for absence.</b><br/>To receive, consider and accept<br/>apologies for absence.</p>  |
| <p><b>2. Datganiadau o Fuddiant.</b><br/>I dderbyn unrhyw ddatganiadau o<br/>fuddiant ar eitemau ar yr agenda.</p>  | <p><b>Declaration of Interest.</b><br/>To receive any known declarations of<br/>interest in items on the agenda.</p>   |
| <p><b>3. Cyhoeddiadau y Cadeirydd.</b><br/>I dderbyn cyhoeddiadau gan y<br/>Cadeirydd.</p>  | <p><b>Chairs announcements.</b><br/>To receive announcements from the<br/>Chair.</p>   |
| <p><b>4. Cofnodion.</b><br/>Awdurdodi'r Cadeirydd i lofnodi<br/>cofnodion cyfarfod blaenorol y Pwllgor a<br/>gynhaliwyd ar 1 Medi 2021, fel cofnod<br/>cywir. Pwyllgor fel cofnod cywir.</p>  | <p><b>Minutes.</b><br/>To authorise the Chair to sign the<br/>minutes of the previous meeting of the<br/>Committee held on the 1 September<br/>2021, as a correct record.</p>  |
| <p><b>5. Adroddiadau.</b><br/>I derbyn ac ystyried adroddiadau a<br/>gwneud unrhyw benderfyniadau<br/>angenrheidiol arno.</p> <ul style="list-style-type: none"><li>a) Neuadd y Dref Ar-lein.</li><li>b) Tendrau ar gyfer y prif arolygiad o'r Bont<br/>Gadwyn.</li><li>c) Trefniant Partneriaeth Coleg<br/>Derwen.</li><li>d) Goleuadau Nadolig.</li><li>e) Telerau ac amodau ffurflen llogi ac<br/>archebu.</li></ul> | <p><b>Reports.</b><br/>To receive and consider reports and to<br/>make any necessary decisions<br/>thereon.</p> <ul style="list-style-type: none"><li>Town Hall Online.</li><li>Tenders for the principal inspection of<br/>the Chainbridge.</li><li>Derwen College Partnership<br/>Arrangement.</li><li>Christmas illuminations.</li><li>Terms and conditions of hire and<br/>booking form.</li></ul> |

**Adroddiadau a manylion ariannol.**  
**Mae adroddiadau a manylion ariannol yn**  
**ddogfennau gwaith ac felly nid ydynt**  
**wedi'u cyfieithu.**

**Reports and financial details.**  
**Reports and financial details are working**  
**documents and are therefore not**  
**translated.**

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Town Hall Online.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To accept an offer of funding Denbighshire County Council's Community Events Infrastructure Fund.

**2. Background.**

2.1 The Town Clerk submitted an initial enquiry for funding for this project under the County Councils Community Events Infrastructure Fund and after being initially told that the proposed project was not eligible was asked to resubmit and subsequently the County Council has awarded £4,900 towards the Town Hall Online project. Confirmation of acceptance of the grant is required.

2.2 in addition to the grant provided the Town Council has £1,000 available in this year's equipment budget to add to the project costs.

**3. Town Hall Online.**

3.1 The pandemic forced the closer of the Town Hall and had a devastating effect on a number of the local community groups. To overcome this some groups moved to producing virtual productions as a way to soften the blow whilst the auditorium was closed. They were not a replacement for the traditional live experience and were regarded as a temporary fix to a terrible situation.

3.2 The Town Hall Online project is aimed at supporting the challenges for event hosts or organisers considering continuing with or moving to producing hybrid approach virtual productions through the installation of a more robust ICT networking system and increase broadband speed. The upgraded of the Town Council broadband systems to Fibre to the Premises has been already undertaken and this has improved connectivity.

3.3 The project is in two specific phases.

- a) Phase 1 is purchase equipment, to replace existing, including a floor standing data cabinet with cooling fan, patch cables, rack, PoE Switch, an APC uninterrupted power supply providing battery backup, voltage stabilisation and surge protection for electronic systems.
- b) Phase 2 is the installation of in-wall had wired and Wi-Fi access points to be fixed in the office, chamber, stage, main hall, and lighting box.

3.4 The outcome of the project will be that local groups and organisations, using the Town Hall, would be able to expand that customer base, income generation and ultimately future sustainability. The improved upload speeds and connectivity would allow for streaming of live performances attracting wider audience across the country.

3.5 It would also allow the Town Council to stage online screenings which would be direct income generators for the Town Council itself and move away from the reliance on third party bookings by providing direct income to sustain the viability of the Town Hall as a significant cultural asset in the town.

3.6 Every contract should comply with financial regulations, but the regulation need not apply to contracts which relate to the supply of gas, electricity, water, sewerage, and telephone services. Therefore, these works can be undertaken by an approved ITC contractor on the Town Council select list of approved contractors without the need to tender, which would expedite matters.

3.7 The intention therefore is to complete all the new networking, and if budget allows to, install some of the video conferencing equipment in the Chamber to allow for the move to hybrid meetings as soon as possible.

**4. Recommendations.**

4.1 That the Asset Management Committee agrees that: -

- a) the Town Clerk signs the grant offer letter,
- b) that the works are expedited using the ICT contractor on the Town Councils select list of approved contractors.

**5. Reason for recommendations.**

5.1 To deliver effective Town Council services and maximise external funding support.

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Tenders for the principal inspection of the Chainbridge.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To consider the tenders received for.

**2. Background.**

2.1 The purpose of this report is to assess the tender returns for the proposed works to undertake a principal inspection of the Chainbridge. The main objectives are to undertake an inspection of each element of the structure to identify the condition of each component and determine if there is a requirement for immediate remedial works and further special inspection if required.

**3. Tender Report.**

3.1 Invitation to tender and instructions to tenderers were sent to competent companies with the experience of bridge inspections listed below on the 6 January 2021 for return by the Friday 10 September 2021.

<b>Contractor</b>	<b>Price (ex VAT)</b>
Sanderson Watts Associates, Wigan.	£2,600.00
Engineering Consultancy Services Ltd, Derby.	£4,240.86
Beaver Bridges Ltd, Shrewsbury.	Did not quote.
Specialist Technical Services, Chester.	Did not quote.
Wilde Consulting Engineers, Stockport.	Did not quote.
Inertia consulting, Derby.	Did not quote.
Vertex Rail and Road, Rotherham.	Did not quote.
Ramboll, Chester.	Did not quote.

3.2 The opening of the tenders was delayed due to the Town Clerks absence. It can be seen from the report that the price from Engineering Consultancy Services Ltd, Derby. is the most cost effective of those received and are within the projected budget of £3,000.00 identified in the asset management plan.

**4. Recommendations: -**

4.1 That Asset Management Committee agrees to appoint Engineering Consultancy Services Ltd to undertake a principal inspection of the Chainbridge.

**5. Reason for recommendations.**

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

**REPORT AUTHORS: Town Clerk.**  
**SUBJECT: Derwen College Partnership Arrangement.**  
**REPORT FOR: Decision.**

**1. Summary.**

1.1 To consider continuing the partnership arrangement with Derwen College.

**2. General considerations.**

2.1 Members agreed a partnership arrangements with Derwen College in November 2017 and resolved that there had been positive benefits in working with Derwen College both for the delivery of services ; and in turn access to work experience placements for students with away from the college campus. This partnership arrangement has now come to an end.

**3. The Services.**

3.1 In the past Derwen College have provided a range of services to the Town Council. A work placement has assisted the Town Clerk with administrative support and the Town's floral displays have been cultivated at the college and planted out by students. The quality of floral displays has been of a very high standard and have been subject to praise from residents and visitors alike.

3.2 The College's Work Experience and Transition Manager has indicated that the college appreciate the continued support for the work of Derwen College and has confirmed that *"the students are gaining considerable work skills when preparing your hanging baskets but just as importantly they enjoy visiting Llangollen to display their work. It is vital for our students to feel part of the local community which enhances their social skills and gives them confidence when speaking to members of the public. I hope that we continue to supply Llangollen with all your floral displays as it makes a big difference with the education of Derwen students"*.

3.3 The college's Plant Production Manager has also commented that the students come to the college to undertake a programme which offers them the opportunity to access a vocational area which may include doing a course within a vocational area such as a NVQ level 1. In commenting on the partnership working the Plant Production Manager stated *"That the college has a very strong emphasis on ensuring that our students are given the chance to gain employability skills. Within the Land based Department the Llangollen Town Council hanging basket project has given the students the chance to gain many skills. They have the opportunity to get involved in all aspects of this project. The students are involved in sowing seeds for some of the bedding plants that will be used for this project, they will pot up seedlings and mini plug plants, they will have the chance to plant up the hanging baskets which we collect from the Town Council you. They are also involved in caring/watering the plants while they are growing in our glasshouse, a task they really enjoy as they often ask when we are going to collect the baskets and when we are going to Llangollen to start planting up again"*.

- 3.4 Therefore the partnership arrangement allows students to get the opportunity to work as a team and they have understood the importance of this and working to a timescale making sure certain stages of the task are completed on time. These are all important skills that they need to learn before they leave college and hopefully find employment.
- 3.5 They also have opportunities to speak to the public about the plants and how they have grown and looked after them and this too is invaluable to the students as some struggle with communication and to the ability to talk to the public whilst carrying out task's students boosts their confidence.
- 3.6 Following from these experiences the Land based department have had some successes with students going on after college to work in Garden Centres or set up small general gardening businesses of their own.

#### **4. Recommendations.**

- 4.1 There are therefore clear benefits to both organisation and it would be beneficial if the partnership arrangement should be continued. It is therefore proposed that the Asset Management Committee continues the partnership arrangement with Derwen College for a further three years form 1 April 2022

#### **5. Reason for recommendation.**

- 5.1 To deliver effective governance and financial probity of Town Council services whilst supporting community enterprise.

**REPORT AUTHORS: Town Clerk.**  
**SUBJECT: Christmas illuminations.**  
**REPORT FOR: Decision.**

**1. Summary.**

1.1 To consider the Christmas illuminations for 2022.

**2. Background**

2.1 The Town Council used to hire the illumination on a three-year basis but in 2014 at the end of the last hire contract it was agreed that the hire stock be purchased to reduce costs. The illuminations have lasted well but Members will be aware at the October Town Council meeting the Town Clerk reported that several of the illuminations have failed this year.

2.2 Fortunately, these problems were discovered early as installation was brought forward to allow for the removal of the catenary wires on the bridge as the lighting columns are to be replaced as part of the current highway works. It was therefore resolved that replacement cross street illuminations would be hired for this year only and that consideration be given to new illuminations for Christmas 2022.

2.2 The erection of the illumination is contracted out and the current contract finishes when the illuminations are taken down in January. Therefore, this hiatus, caused by damage units and no contract allows the Committee to consider options going forward.

**3. Options.**

3.1 Clearly an option is to return to hiring the illuminations for specialist companies who would supply install and remove the illuminations on an annual basis usually tied to three-year contracts. A second option would be to continue to own the illuminations and use local contractors to install and dismantle as has been the norm for several years.

3.2 The first option clearly provides great simplicity with one contract, but they can prove to be costly. The second option has worked well but it means that the Town Council need to purchase replacement units for 2022. However, the replacements secured for this year's festivities, were from Blachere Illumination UK, the supplies of our existing cross street stock. As these are on a single season hire then they will be collected in the New Year, and this offers the opportunity for the failed illuminations to be taken back to Blachere's workshop where they offer a refurbishment service

2.3 The cross-street units owned by the Town Council are still stocked by Blachere and therefore replacement elements would be available. They have indicated that an initial assessment would be made and if the refurbishment cost proved excessive. If this is the case then quotes for new units would be sought from the market.

**4. Recommendations.**

- 4.1 Given the opportunity available for the existing Council owned illuminations to be returned to Blachere Illumination UK, it is proposed that the Asset Management Committee agrees to obtaining an estimate for the refurbishment of the cross street illuminations before seeking quotations from the market for new units.

**5. Reason for recommendation.**

- 5.1 To deliver effective governance and financial probity of Town Council assets.

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Town Hall terms and conditions of hire and booking form.  
**REPORT FOR:** Decision.

**1. Summary.**

- 1.1 To consider amendments to the Town Hall terms of conditions of hire and booking forms.

**2. Background.**

- 2.1 The Town Hall terms of conditions of hire and booking form were last amended in June 2018. In view of number of recent improvements to the fabric of the Town Hall, legislation, and operational practices there is a need to review and change the current terms of conditions of hire for the Town Hall.
- 2.2 The document now includes the details of the emergency action plan which outlined the emergency response procedures for the town hall, which was a separate document.
- 2.3 Changes are outlined in red in the attached terms and conditions detailed in Annex A to this report.

**3. Recommendation.**

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

**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.

**LLANGOLLEN TOWN HALL**



**TERMS AND CONDITIONS OF HIRE.**

**1. Introduction.**

1.1 These terms and conditions apply to the hire of the Town Hall.

**2. Definitions.**

Descriptor	Definition
Contract	means the contract between the hirer and the Town Council for the hire of the venue consisting of the following documents: (a) these terms and conditions; and (b) The hirer application forms.
Council	means Llangollen Town Council.
Town 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 Town 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 Town Council and the hirer unless the change is necessary to comply with safety or other statutory requirements, then the Town 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 Town Council to enforce the Contract and to represent the Town Council in relation to the hire of the venue.
Hire Fee	means the amount The hirer must pay the Town Council to hire the venue.
Hire Period	means the period for which the hirer have 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.
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.
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 Town Council open to the public or as detailed on the application form.
The hirer / The hirer	means the individual or organisation which is hiring the venue for the event.

### **3. Provision of Regulated Entertainment.**

3.1 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, which the Town Council will apply for. The hirer will pay any costs associated with such licence. Any such events will only be accepted subject to Town Council approval.

3.3 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering etc) are:

<b>Balcony.</b>	<b>Auditorium.</b>	<b>Chamber.</b>
100 seated	300 standing	40 seated (clear floor space)
	166 seated	25 seated (table layout)
	120 (banquet),	

3.5 Depending on the nature of the proposed Event, the Town Council may impose additional restrictions on the capacity of the venue.

3.6 It is the hirer's 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.

3.7 Events shall end no later than the applicable times; Monday - Sunday 24:00h

#### **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 Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW or email: townclerk@llangollintowncouncil.gov.uk

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

4.3 All applications must be made by the individual or organisation which is going to use the Venue. The hirer may not transfer or sublet the booking to any other individual or agent without the prior written consent of the Council. The Town 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 and for weekly recurring bookings; two months in advance of the date of the event.**

4.5 ~~Please ensure that~~ The hirer **must** provide ALL the documents and information required at the time the hirer make the application. Please note that the application cannot be considered until all such documents/information have been provided.

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

4.7 **When deciding whether to accept the application, the Town Council will consider whether the proposed event is compatible with; and complies to:**

- (a) bookings from other users;
- (b) the terms of the Council's premises licence and the objectives of the Licensing Act 2003.
- (c) the Council's relevant policies and procedures, particularly as set out in this document;
- (d) relevant statutes, regulations and other laws applicable to the hiring; and 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

~~4.8 The hirer 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. The hirer 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.~~

- 4.9 The Town 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.
- 4.9 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.

4.10 The Chamber can be available for use as a changing room for dress rehearsals on the night of performances by community, charity and not for profit users but should this affect the use by other organisations, or scheduled Town Council meetings, then the Town Council reserves the right to recharge the hirer any fees incurred.

## 5. Indemnity.

- 5.1 The hirer shall fully and promptly indemnify the Town 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 Town 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.
- 6.2 Cheques should be made payable to the "Llangollen Town Council" and sent to Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW
- 6.3 The Town 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 then the Town Council reserves the right to charge a compensatory fee, equivalent to the charge that would have been received by the Town Council.~~

## 7. Care of the Venue.

- 7.1 The hirer must provide the Town Council a named responsible person; someone who has the authority to make decisions before and on the day of the event but may not necessarily be the hirer. The responsible person will be the sole point of contact for the Town Council. The responsible person will have the authority to commit to additional costs, amendments, timing changes or agree to any other changes or additional requirements that may arise during the period of hire. The responsible person will ensure they familiarise themselves with the fire evacuation procedure and ensure that they are aware of the assembly points. It is required that for the duration of the event the Responsible Person is not under the influence of alcohol.

- 7.2 Any costs, losses, damages, claims or expenses incurred by any patron, or any outside contractor, employed by the hirer shall be the hirer's responsibility and the hirer agree to indemnify and hold harmless the Town Council from all claims and actions arising against it as a result thereof.
- 7.3 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 Town Council within the venue, or in the area surrounding the venue, caused as a result of the event.
- 7.4 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 Town Council notices or placards which may be 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.
- 7.5 If The hirer wishes to use any technical equipment at the event, The hirer must get the approval of the Council. If The hirer wishes to use the Council's sound equipment at the Venue, it will be operated by an approved representative of the Council. Any technical equipment must be operated so as not to cause a noise nuisance.
- 7.6 The Town Council reserves the right to charge the hirer for the setting up stage extensions, sound and lighting desks and other apparatus in the auditorium in advance of performances.
- 7.7 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 the hirer's responsibility to ensure that the noise level does not exceed these limits. It is the hirer's 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 If the event continues after such time the hirer shall pay to the town council the costs involved in ensuring that the event ends as soon as possible after such time. A temporary event notice for extended hours can be applied for and will be charged per hour.
- 7.9 The Town Council reserves the right to charge the hirer for any damage to the venue caused as a result of the hirer's occupancy of the building

## **8. Building Operations and Access.**

- 8.1 Please note that the hirer must ensure the building is secure during the period of hire. If persons are present to guard against unauthorised access or occupation (e.g. through door supervision), outbreaks of disorder or damage the hirer is responsible for ensuring they have been licensed by the Security Industry Authority. Hirers are advised to remove all property at the end of the event. The Council cannot accept responsibility for any items left on the premises.
- 8.2 It is the hirer's 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. The hirer is responsible for ensuring that no litter or rubbish is spread from the Venue to the surrounding area.
- 8.3 The hirer 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 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 It is the hirer's 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 The hirer shall ensure that any unwanted liquids are removed from the venue and not disposed of into the sewage system.
- 8.7 It is the hirer's 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. 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.
- 8.8 The hirer 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 The hirer as a result of or arising out of this requirement.

- 8.9 It is the hirer's responsibility to ensure that the exit of patrons from the venue does not cause a disruption or inconvenience to the local area.
- 8.10 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 Town Council will insist that approved persons are employed at an additional cost of the hirer.
- 8.11 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. Patron numbers must be confirmed at least ten (10) working days prior to the event by completing and submitting the auditorium capacity form.
- 8.12 The Town 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 Town Council on demand the expenses so incurred.
- 8.13 There is no vehicle parking facilities at the venue. 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 The hirer 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 The hirer shall reimburse the Town Council for the costs of such removal and or claims arising thereof.
- 8.16 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.
- 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. Health and Safety.**
- 9.1 The hirer must ensure that a risk assessment is undertaken in respect of the hirer's event ~~if deemed necessary~~. It is the hirer's 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 Town Council or any other relevant body such as the Health and Safety Executive.

9.2 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering.) are:

Council Chamber: 30 people standing or 20 people seated.

Auditorium: 300 standing, 260 theatre style, 180 banquets.

9.3 Minimum aisle width of 1050 mm 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.

9.4 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. The hirer will be responsible for ensuring the orderly evacuation of the building should an emergency arise. Emergency exits must be kept clear at all times. The hirer should contact the Town Council prior to the hiring to be shown the position of the emergency exits, fire extinguishers and muster points in the event of an incident in an emergency, occupants should be moved out of the building to a position of safety.

9.5 Unless an object can be identified as belonging to someone present, suspicious objects should never be touched. The discovery of a suspicious object, by the hirer, should be reported to the Police without delay.

9.6 Irrespective of whether the danger comes from a suspicious object discovered within the environs of the venue or as a telephone warning, the only action to take for the protection of patrons present within the venue is to undertake immediate evacuation from the building.

9.7 When smoke or flame has been discovered, the person who had observed the incident should immediately take steps to telephone the emergency services and evacuate the patrons from the venue by the nearest emergency exit immediately.

9.8 The hirer must account for all those present once evacuation has been completed and give full details to the Fire Service on their arrival. Evacuation should not be delayed by attempts to put out the fire.

9.9 In the event of a bomb threat, this will most likely originate from a warning, probably direct by telephone or by the discovery of a suspicious object; the only action to take for the protection of patrons present within the venue is their immediate evacuation from the building.

- 9.10 Subject to the numbers of the patrons within the venue warranting it, consideration must be given to ensuring that after evacuating from the Town Hall, people are directed away from the building to areas of safety. To avoid a panic or crush situation arising from large numbers of patrons hurrying through a confined entrance/exit, the flow of people leaving the venue should be controlled to prevent congestion.
- 9.11 Designated spaces are defined within the venue where non-ambulatory, or other patrons, who cannot use stairs will be guided to a safer part of the building. To wait for help from emergency services. The safe area is protected by fire-resisting construction and provides a safe route to the exit, as a stage of the evacuation.
- 9.12 Patrons evacuating the building by the main staircase should congregate in the following locations dependent on their escape route.
- Exiting by the main stairwell and entrance on Castle Street: Centenary Square
  - Exiting by the side stairwell and ground floor fire exit: the steps of Y Capel.
  - Exiting by the stage door stairwell and stage door exit on Parade Street: the Museum Car Park.
- ~~9.13 The Town 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 Town Council on demand the expenses so incurred.~~
- 9.6 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 required. No medication will be dispensed by the Town Council staff.
- 9.7 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.
- 9.8 The hirer must notify the Town 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.
- 9.9 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 **volunteers**, 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.

- 9.10 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.
- 9.11 If the hirer is using the auditorium the hirer will be free to use their own caterer or one of the venue's preferred caterers. All kitchen and catering equipment will need to be supplied by the hirer. The Town 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.
- 9.12 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.
- 9.13 The hirer shall not sell alcohol at the venue without the permission of the Council. The sale of alcohol is only permitted in the auditorium and cannot be sold in the Town Council Chamber. The hirer must use the bar provided and all bar equipment will need to be supplied by the hirer **and no alcohol can be stored at the venue without the expressed permission of the Town Council. Any alcohol stored must be in a lockable secure container.**

~~9.14~~

~~9.15~~

.

- 9.15 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 hire application form.
- 9.16 The hirer shall ensure that all patrons vacate the venue no later than thirty (30) minutes after the event **as specified in the hire application form.**
- 9.17 No smoking is permitted anywhere inside at the venue. It is the hirer's responsibility to ensure that Patrons do not smoke anywhere at the venue where smoking is prohibited.
- 9.18 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.

~~9.20~~

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

- 10.1 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.
- 10.2 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.

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

## **11. Permits and Licences.**

- 11.1 It is the hirer's 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.
- 11.2 Even where the application to hire the venue 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 Town Council has the right to cancel the booking.
- 11.3 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 Town Council cancelling the booking or terminating the event.
- 11.4 The hirer will pay any fees, royalties and payments due to Performing Rights Society Limited or any other similar organisation in respect the hire of the venue.

## **12. Indemnity and Insurance.**

- 12.1 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.
- 12.2 The hirer is responsible for all health and safety aspects of the venue during the hire period. The hirer 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 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 the hirer or by any of the hirer's employees, agents or contractors.
- 12.3 The hirer agrees 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 the hirer is responsible under clause 12.2.

- 12.4 The hirer will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out 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, The hirer agrees 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.
- 12.5 The hirer must ensure that the hirer's Public Liability Insurance covers any person and/or organisation whom The hirer have instructed or authorised to appear at the event. Also see clause 12.6.
- 12.6 All insurance obtained is the responsibility of the hirer and is entirely independent of the Llangollen Town Council
- 12.7 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 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.
- 12.8 The hirer must provide the Town Council with proof of the required levels of insurance. If The hirer fails to do so the Town Council has the right to cancel the hirer's booking.
- 12.9 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 Town Council shall have no liability whatsoever to The hirer or any third parties with regard to any such arrangements or payments.
- 13. Property not removed.**
- 13.1 The hirer must ensure that all of the hirer's property and the property of any of 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 the hirer. 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.~~
- 13.2 Any property which has not been claimed ~~twenty eight (28)~~ **fourteen (14)** days after the event may be **removed and stored or disposed** by the Town Council. The proceeds of any ~~such~~ sale shall belong to the Council.
- 12.3 The Town Council accepts no responsibility for lost, damaged or stolen goods deposited within the venue.

**14. Variation and Special Conditions.**

- 14.1 The terms of the Contract cannot be varied without the prior written consent of the

Council.

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

14.3 Depending on the nature of the event, the Town 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.

## **15. Cancellation.**

15.1 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 Town 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 Town Council and the Council's bye-laws; 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.

15.2 If the Town Council cancels the hirer's booking prior to the event date for any reason given in clause 14.1 above, the Town Council will refund the hire fee (if paid).

15.3 If the hirer cancels a booking prior to two months before the event date, the Town Council will not charge the hire fee (if paid).

15.4 If the hirer cancels a booking prior to the event date (less than 2 months before the event), and the Town Council is not able to re-hire the venue, The hirer will be charged 30% of the hire fee (if paid).

15.5 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.

15.6 If the Town Council cancels the booking where the hirer is not at fault, the Town Council will refund any sums paid by the hirer without any deductions within fourteen (14) days of cancellation.

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

**16. Waiver.**

16.1 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.

**17. Severance.**

17.1 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.

**18. Jurisdiction.**

18.1 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.

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

19.1 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.

**20. Equalities.**

20.1 The hirer 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.

**21. Data Protection.**

21.1 Llangollen Town Council is fully committed to compliance with the requirements of [the Data Protection Act 2018](#).

21.2 Llangollen Town Council takes the protection of data seriously. If the hirer visits the Town Councils website, then our privacy notice explains how we use information and the ways in which we protect privacy.



# Cyngor Tref Llangollen Town Council

## APPLICATION FOR HIRE OF LLANGOLLEN TOWN HALL

### EVENT DETAILS:

Type of event:

- |                    |                          |                   |                          |
|--------------------|--------------------------|-------------------|--------------------------|
| Performance/Play   | <input type="checkbox"/> | Wedding Reception | <input type="checkbox"/> |
| Dance Class        | <input type="checkbox"/> | Exhibition        | <input type="checkbox"/> |
| Party              | <input type="checkbox"/> | Meeting           | <input type="checkbox"/> |
| Charity Fundraiser | <input type="checkbox"/> | Other             | <input type="checkbox"/> |

*If you have selected 'other', please state exact purpose of your event below:  
(Use separate sheet for complex bookings).*

.....  
.....

If a recurring event what days are required:

Event Time: From:..... To:.....

**The time should include set up time. Events shall end no later than 24:00 hrs**

### APPLICANT DETAILS:

Name of Hirer:

.....

Address:.....

.....

.....

Telephone No..... Mobile

No.....

Email: .....

Company/Organisation:

.....

Commercial

Local Sole trader

Private Individual

Registered Charity Not for profit  Charity No .....

If fundraising for a charity, please provide contact details of the Charity

.....

Email:

.....

Telephone No

.....

Named responsible person:

.....

[Someone who has the authority to make decisions before and on the day of the event but may not necessarily be the hirer. The responsible person will be the sole point of contact for the Town Council. The responsible person will have the authority to commit to additional costs, amendments, timing changes or agree to any other changes or additional requirements that may arise during the period of hire. The responsible person will ensure they familiarise themselves with the fire evacuation procedure and ensure that they are aware of the assembly points. It is required that for the duration of the event the Responsible Person is not under the influence of alcohol.]

**ROOM HIRE:**

I hereby apply to hire:

Main Hall

Council Chamber

Committee Room



**STEWARDING AND SECURITY:**

Number of Attendees

The total number of technicians, volunteers, supervisors, cast/performers in addition to the above must not exceed 75 people. Please note that final attendee numbers must be confirmed 5 working days prior to the event.

By invitation only (without charge): Yes  No

By ticket/programme/fee\* (charged): Yes  No

Price £

Open public event (Free to all) Yes  No

*\*Please note that all ticket/programme sales done at the venue must be managed solely by the hirer and covered by the hirers own insurance.*

**Please provide the name and address of Security Officers and Stewards.**

[Based on the number of attendees the following minimum numbers of Security Officers and Stewards are required. All Security Officers and Stewards must comply with the Emergency Action Plan. The Council has the right to request extra security, at an additional cost to the hirer, if the event warrants this.]

Up to one hundred 1 door supervisor.

	Name	Address
<b>1</b>		

Up to two hundred 2 door supervisors.

	Name	Address
<b>1</b>		
<b>2</b>		

At full capacity 3 door supervisors.

	Name	Address
<b>1</b>		
<b>2</b>		
<b>3</b>		

**LAYOUT.**

Please indicate the room layout required:

- |           |                          |                 |                          |
|-----------|--------------------------|-----------------|--------------------------|
| Theatre   | <input type="checkbox"/> | Classroom       | <input type="checkbox"/> |
| Banquet   | <input type="checkbox"/> | U-Shape         | <input type="checkbox"/> |
| Boardroom | <input type="checkbox"/> | Open no seating | <input type="checkbox"/> |
| Cabaret   | <input type="checkbox"/> | Other           | <input type="checkbox"/> |

If you require a different set-up to those specified above, please provide details below:

---

---

**CAPACITIES:**

- |                        |  |  |
|------------------------|--|--|
| Balcony.<br>100 seated | Auditorium.<br>300 standing<br>164 seated<br>120 (banquet) | Chamber.<br>40 seated (clear floor<br>space)<br>25 seated (table layout)<br>Committee Room |
|------------------------|--|--|

**Confirmation of audience seating for theatre style performances:**

Please confirm your seating requirements.

Auditorium seating  Balcony

Total seating available for sale (ticket sales per performance/event)

**EQUIPMENT.**

Please tick which equipment you would like (Extra charges may be required for certain equipment)

- |                  |                          |                    |                          |
|------------------|--------------------------|--------------------|--------------------------|
| Projector        | <input type="checkbox"/> | Radio Microphones  | <input type="checkbox"/> |
| Projector Screen | <input type="checkbox"/> | Corded Microphones | <input type="checkbox"/> |
| Flip Charts      | <input type="checkbox"/> | Microphone Stands  | <input type="checkbox"/> |
| Flip Chart Pens  | <input type="checkbox"/> | Use of lighting    | <input type="checkbox"/> |
- 

Other requirements please specify:

.....

**ENTERTAINMENT.**

**Will there be entertainment at the function?** Yes  No

Please tick what entertainment you will be having:

- |                      |                          |                              |                          |
|----------------------|--------------------------|------------------------------|--------------------------|
| Live Band            | <input type="checkbox"/> | Cabaret Performers           | <input type="checkbox"/> |
| Professional Dancers | <input type="checkbox"/> | School Children Performances | <input type="checkbox"/> |
| Comedian             | <input type="checkbox"/> | DJ                           | <input type="checkbox"/> |
| Magician             | <input type="checkbox"/> | Other                        | <input type="checkbox"/> |
- 

If you have selected 'other', please provide details below:

.....

**Will there be a bar at the function?** Yes  No

If you have selected yes, please provide details of the Licensee to be used below:

<b>Name:</b>	
<b>License number:</b>	
<b>Issuing authority:</b>	
<b>Expiry date:</b>	

If you have selected yes and you cannot provide your own Security Officers and Stewards, please list below the details of the SIA's Approved Contractor that will provide stewarding and security

.....  
[The Council has the right to request extra security, above the minimum required, at an additional cost to the hirer, if the event warrants this].

**AGREEMENT.**

All applications must be made by the individual, organisation or company which is personally going to use the space. Applications from organisations must include a covering letter on the organisation official letterhead.

The Council reserves the right at its absolute discretion to refuse any application without being required to give reasons for its decision. The Council holds provisional bookings for 5 working days. Hirers should read section 12 regarding Indemnity and Insurance in the Terms & Conditions

**I have received, read and understood Llangollen Town Hall Terms and Conditions of hire, the Emergency Action Plan and the maximum capacities for the Venue. I hereby agree to comply with the same. I confirm that a potential reasonable measures action card risk assessment has been undertaken to minimise the risk of people being exposed to coronavirus, and spreading the virus, at the premises and that a copy of the assessment is attached. If no risk assessment is provided, then the booking will not be accepted.**

<b>Signed:</b>	
<b>Print name:</b>	
<b>Name of Organisation or Company (if app):</b>	
<b>Position held in Organisation or Company</b>	

[The hirers details and other names where provided, will not be disclosed to a third party. These details will be kept securely for a period of not more than two years, unless there is a need to retain them for longer for purposes authorised by the Data Protection Act 1998, and then disposed accordance with the Town Councils document retention and disposals policy].

**PLEASE RETURN THIS FORM TO:**

Town Hall, Parade Street, Llangollen, LL20 8PW Telephone (01978) 861345.  
Email:- facilities@llangollentowncouncil.gov.uk

## Pwyllgor Rheoli Asedau

## Asset Management Committee

### Agenda 17.02.2022.

- |   |   |
|---|---|
| <p><b>1. Ymddiheuriadau am absenoldeb.</b><br/>I dderbyn, ystyried a derbyn<br/>Ymddiheuriadau am absenoldeb.</p>   | <p><b>Apologies for absence.</b><br/>To receive, consider and accept<br/>apologies for absence.</p>   |
| <p><b>2. Datganiadau o Fuddiant.</b><br/>I dderbyn unrhyw ddatganiadau o<br/>fuddiant ar eitemau ar yr agenda.</p>  | <p><b>Declaration of Interest.</b><br/>To receive any known declarations of<br/>interest in items on the agenda.</p>  |
| <p><b>3. Cyhoeddiadau y Cadeirydd.</b><br/>I dderbyn cyhoeddiadau gan y<br/>Cadeirydd.</p>  | <p><b>Chairs announcements.</b><br/>To receive announcements from the<br/>Chair.</p>  |
| <p><b>4. Cofnodion.</b><br/>Awdurdodi'r Cadeirydd i lofnodi<br/>cofnodion cyfarfod blaenorol y Pwllgor a<br/>gynhaliwyd ar 14 Rhagfyr 202, fel cofnod<br/>cywir.</p>  | <p><b>Minutes.</b><br/>To authorise the Chair to sign the<br/>minutes of the previous meeting of the<br/>Committee held on the 14 December<br/>2021, as a correct record.</p>   |
| <p><b>5. Adroddiadau.</b><br/>I derbyn ac ystyried adroddiadau a<br/>gwneud unrhyw benderfyniadau<br/>angenrheidiol arno.</p> <p><b>a)</b> Prosiect Neuadd y Dref Ar-lein, offer<br/>gwe-gamera cynadledda a phrynu<br/>gliniadur newydd.</p> <p><b>b)</b> Telerau ac amodau llogi Neuadd y Dref.</p> | <p><b>Reports.</b><br/>To receive and consider reports and to<br/>make any necessary decisions<br/>thereon.</p> <p>Town Hall Online project, conferencing<br/>webcam equipment and the purchase<br/>of a replacement laptop.</p> <p>Town Hall terms and conditions of hire.</p> |

**Mae adroddiadau a manylion ariannol yn ddogfennau gwaith ac felly nid ydynt yn cael eu cyfieithu.**

**Reports and financial details are working documents and are therefore not translated.**

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Town Hall Online project, conferencing webcam equipment and the purchase of a replacement laptop.  
**REPORT FOR:** Decision.

**1. Summary.**

- 1.1 To consider quotation received to implement the Town Hall Online project, conferencing webcam equipment and the purchase of a replacement laptop.

**2. Background.**

- 2.1 Town Hall Online project.

The County Council has awarded £4,900 towards this project and in addition to the grant provided the Town Council has £1,000 available in this year's equipment cost code to add to the project costs.

- 2.2 At the meeting held on the 8 December 2020, staff pointed out that financial regulations need not apply to contracts which relate to the supply of gas, electricity, water, sewerage, and telephone services. Therefore, these works could be undertaken by an approved ITC contractor from the Town Council select list of approved contractors without the need to tender, which would have expedited matters.

- 2.3 However, the Committee resolved that quotations for the works should be obtained from ACS Technology and Orb lighting; companies on the Town Councils select list of approved contractors.

- 2.4 Therefore, invitations to quote and instructions were prepared and sent out with the specification with the main objectives to provide:

- A secure wired and wireless network environment for internal council use and guest access including the council offices, Council Chamber and the Town hall
- VoIP Telecom Support, In particular the system must support all of Microsoft Teams Phone System and Call2Teams SIP integration for future expansion of the phone system.
- Provide connectivity for a modern and easy to manage CCTV system.
- Have the firewall and other security tools needed to comply with current and future security requirements with the immediate goal of being Cyber Security Essentials compliant to meet plans for Cyber Security Essentials and Cyber Security Essentials Plus certification in the near future.
- Remote support.

- 2.6 In addition a separate quotation was requested for the setup of conferencing webcam equipment, in the Council Chamber to include:

- Camera, speakers and microphones along with a control unit to cover a group of people all sitting within four meters of the Main camera.
- Optional microphone extension kit provides an additional microphone placed at the far end of the table from the camera to increase the range to 5M for people sitting further away.

- A mini PC to run the system, a 65 Inch 4K display mounted on a floor stand with wheels a wireless keyboard and mouse and all the cabling. Other screen sizes are available.
- Bitdefender End point security software.
- Remote support.

2.7 By the due date for the submission of quotations only ACS Technology have provide a price for the works to provide the secure wired and wireless network of £5,400. With the grant offer and the funds in the current equipment cost code there are sufficient funds available, however in the short term the grant costa will be covered by reserves until the grant is paid from the County Council.

2.8 In respect of the setup of conferencing webcam equipment, in the Council Chamber ACS technology have provided two Logitech Meetup system with Expansion Mic options

Option	Specification	Cost
1:	Recommended for group of up to 8 people.	£3200
2:.	Recommended for group of up to 12 (as spec) with further expansion possible to 20 people	£6500

2.9 The contractor has also pointed out that whilst he believes that the system quoted under option 1 will function acceptably for the Town Council's needs ( having installed similar systems for other Councils) its manufactures do not recommend it to be used for more than 8 people at a time.

2.10 Given the above the Committee needs to decide whether they wish to install the lower cost option or look to future proof the system to allow future expansion by perusing option 2. A provision of £7,000 has been provide for these works in the 2022/23 budget.

### 3. Replacement laptop.

3.1 The Facilities Officer Lenovo T500T series (2000-2008) laptop is a refurbished model purchased in 2017, and like any other equipment has eventually become less reliable and the laptop now has significant issues. As a rule, organisations should plan to replace, PCs every 3-4 years, laptops every 3 years and mobile phones every 2 years. therefore, a replacement laptop is required.

3.2 The equivalent series is now the Lenovo IdeaPad 5 and staff in line with the financial regulations where the value is below £3,000 and above £100 staff have obtain 3 estimates for a replacement laptop detailed below.

Supplier	Listed price	VAT	Net cost
Lenovo UK	£499.99.	£83.33	£416.66
Buy Kingston UK	£532.94	£88.82	£444.12
Online hardware	£758.34	£126.39	£631.9

3.3 After paying for the secure wired and wireless network there are sufficient funds available to purchase the lower cost option from Lenovo UK from the equipment cost code.

**4. Recommendations.**

4.1 That the Asset Management Committee agrees to: -

- a) appoint ACS Technology to undertake the works required to implement the . Town Hall Online project.
- b) that after consideration of which option to peruse, for the installation of conferencing webcam equipment in the Council Chamber; appoint ACS Technology to undertake the works.
- c) approve the purchase of a replacement laptop from Lenovo UK.

**5. Reason for recommendations.**

5.1 To deliver effective Town Council services, ensure fiscal probity and maximise external funding support.

**REPORT AUTHOR:** Town Clerk.  
**SUBJECT:** Town Hall terms and conditions of hire.  
**REPORT FOR:** Decision.

**1. Summary.**

1.1 To consider amendments to the Town Hall terms of conditions of hire and booking forms.

**2. Background.**

2.1 The Committee deferred considering decision on the proposed changes of the Town Hall terms of conditions to allow further consideration of the proposed changes.

2.2 The changes are outlined in attached terms and conditions detailed in Annex A to this report.

**3. Recommendation.**

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

**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.**

**1. Introduction.**

1.1 These terms and conditions apply to the hire of the Town Hall.

<b>Current</b>		<b>Suggested amendments.</b>	
<b>2. Definitions.</b>		<b>2. Definitions.</b>	
Descriptor	Definition	Descriptor	Definition
Contract	means the contract between The hirer and the Town Council for the hire of the Venue consisting of the following documents: (a) these terms and conditions; and (b) The hirers application forms	Contract	means the contract between The hirer and the Town Council for the hire of the Venue consisting of the following documents: (a) these terms and conditions; and (b) The hirers application forms.
Council	means Llangollen Town Council.	Council	means Llangollen Town Council.
Town Council Staff	means staff employed by Llangollen Town Council.	Town 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 Town Council shall notify The hirer as being the “Event Date” under this Contract.	Event Date	means the last working day prior to the start of the Event or such other date as the Town 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 Town Council and The hirer unless the change is necessary to comply with safety or other	Event	means the purpose for which the Venue has been booked. Any variation of the Event must be agreed by the Town Council and The hirer unless the change is necessary to comply with safety or other statutory

	statutory requirements, then the Town Council may make changes without notice to The hirer.		requirements, then the Town 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 Town Council to enforce the Contract and to represent the Town Council in relation to the hire of the Venue	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 Town Council to enforce the Contract and to represent the Town Council in relation to the hire of the Venue.
Hire Fee	means the amount The hirer must pay the Town Council to hire the Venue.	Hire Fee	means the amount The hirer must pay the Town 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;	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;
Confirmation	means signed Confirmation from the Town Council.	Confirmation	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.	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.
Venue	means the purpose for which the Venue has been booked. Any variation of the Event must be agreed by the Town Council and The hirer unless the change is	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

	necessary to comply with safety or other statutory requirements, then the Town Council may make changes without notice to The hirer.		ownership, or control, of the Town Council open to the public or as detailed on the application form.																							
The hirer / The hirer	means the individual or organisation which is hiring the Venue for the Event.	The hirer / The hirer	means the individual or organisation which is hiring the Venue for the Event.																							
<p><b>3. Provision of Regulated Entertainment.</b></p> <p>3.1 The Venue is licensed to host events as set out in the premises licence (and indicated below):</p> <ul style="list-style-type: none"> <li>a: Plays</li> <li>b: Films</li> <li>c: Live music</li> <li>d: Recorded music</li> <li>e: Performances of dance</li> <li>f: Anything like that falling within (c), (d) or (e)</li> </ul> <p>3.2 Events that fall outside of those set out in the premises licence will require a Temporary Events Notice, which the Town Council will apply for. You will pay any costs associated with such licence. Any such events will only be accepted subject to Town Council approval.</p> <p>3.3 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering etc) are:</p> <table border="1"> <thead> <tr> <th>Balcony</th> <th>Auditorium.</th> <th>Chamber.</th> </tr> </thead> <tbody> <tr> <td>100</td> <td>300 standing</td> <td>40 seated (clear floor space)</td> </tr> <tr> <td></td> <td>164 seated</td> <td>25 seated (table layout)</td> </tr> <tr> <td></td> <td>120 banquet</td> <td></td> </tr> </tbody> </table>	Balcony	Auditorium.	Chamber.	100	300 standing	40 seated (clear floor space)		164 seated	25 seated (table layout)		120 banquet			<p><b>3. Provision of Regulated Entertainment.</b></p> <p>3.1 The Venue is licensed to host events as set out in the premises licence (and indicated below):</p> <ul style="list-style-type: none"> <li>a: Plays</li> <li>b: Films</li> <li>c: Live music</li> <li>d: Recorded music</li> <li>e: Performances of dance</li> <li>f: Anything like that falling within (c), (d) or (e)</li> </ul> <p>3.2 Events that fall outside of those set out in the premises licence will require a Temporary Events Notice, which the Town Council will apply for. The hirer will pay any costs associated with such licence. Any such events will only be accepted subject to Town Council approval.</p> <p>3.3 The maximum capacities for the Venue (<del>this includes staff, volunteers, supervisors, cast, performers, catering etc</del>) are:</p> <table border="1"> <thead> <tr> <th>Balcony.</th> <th>Auditorium.</th> <th>Chamber.</th> </tr> </thead> <tbody> <tr> <td>100</td> <td>300 standing</td> <td>40 seated (clear floor space)</td> </tr> <tr> <td></td> <td>164 seated</td> <td>25 seated (table layout)</td> </tr> <tr> <td></td> <td>120 banquet</td> <td></td> </tr> </tbody> </table>	Balcony.	Auditorium.	Chamber.	100	300 standing	40 seated (clear floor space)		164 seated	25 seated (table layout)		120 banquet	
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<p>3.5 Depending on the nature of the proposed Event, the Town Council may impose additional restrictions on the capacity of the Venue.</p> <p>3.6 It is your 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.</p> <p>3.7 Events shall end no later than the applicable times; Monday - Sunday 24:00h</p>	<p>3.5 Depending on the nature of the proposed Event, the Town Council may impose additional restrictions on the capacity of the Venue.</p> <p>3.6 It is the hirer's 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.</p> <p>3.7 Events shall end no later than the applicable times; Monday - Sunday 24:00h</p>
<p><b>4. Bookings.</b></p> <p>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 Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW or email: llangollentc@btconnect.com</p> <p>4.2 Applications from organisations must include a covering letter on the organisation official letterhead.</p> <p>4.3 All applications must be made by the individual or organisation which is going to use the Venue. You may not transfer or sublet the booking to any other individual or agent without the prior written consent of the Council. The Town 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.</p>	<p><b>4. Bookings.</b></p> <p>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 Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW or email: townclerk@llangollintowncouncil.gov.uk</p> <p>4.2 Applications from organisations must include a covering letter on the organisation official letterhead.</p> <p>4.3 All applications must be made by the individual or organisation which is going to use the Venue. The hirer may not transfer or sublet the booking to any other individual or agent without the prior written consent of the Council. The Town Council will not accept block provisional bookings from agents or catering companies. <b>Bookings will not be accepted for events over twelve months in advance of the date of the event and weekly recurring bookings two months in advance of the date of the event.</b></p>

4.5 Please ensure that you provide ALL the documents and information required at the time you make your application. Please note that your application cannot be considered until all such documents/information have been provided.

4.6 The Town Council may write to you requesting additional information. This information must be provided before the application can be considered further.

4.7 When deciding whether to accept your application, the Town Council will consider whether your 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; and
- (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

4.8 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

4.5 Please ensure that The hirer provide ALL the documents and information required at the time the hirer make the application. Please note that the application cannot be considered until all such documents/information have been provided.

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

4.7 **When deciding whether to accept the application, the Town Council will consider whether the proposed Event is compatible with; and complies to:**

- (a) bookings from other users;**
- (b) the terms of the Council's premises licence and the objectives of the Licensing Act 2003;**
- (c) the Council's relevant policies and procedures, particularly as set out in this document;**
- (d) relevant statutes, regulations and other laws applicable to the hiring; and 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.**

~~4.8 The hirer 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. The hirer will also produce upon~~

<p>copies and/or details of the programme and/or any advertising material relating to the Event.</p> <p>4.9 The Town 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.</p> <p>4.10 Subject to availability, and the consent of the Council, you may apply to use the Council's equipment, such as projectors and screens. Some equipment is subject to an additional hire fee.</p>	<p><del>request by the Town Council copies and/or details of the programme and/or any advertising material relating to the Event.</del></p> <p>4.9 The Town 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.</p> <p>4.10 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.</p> <p>4.11 The Chamber can be available for use as a changing room for dress rehearsals on the night of performances by community, charity and not for profit users but should this affect the use by other organisations, or scheduled Town Council meetings, then the Town Council reserves the right to recharge the hirer any fees incurred.</p>
<p><b>5. Indemnity.</b></p> <p>5.1 The hirer shall fully and promptly indemnify the Town 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.</p>	<p><b>5. Indemnity.</b></p> <p>5.1 The hirer shall fully and promptly indemnify the Town 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.</p>

<p><b>6. Payment.</b></p> <p>6.1 You will be sent an invoice for the Hire Fee. This must be paid to the Town Council within 30 days of receipt. You 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.</p> <p>6.2 Cheques should be made payable to the “<b>Llangollen Town Council</b>” and sent to Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW</p> <p>6.3 The Town 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.</p> <p>6.4 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 then the Town Council reserves the right to charge a compensatory fee, equivalent to the charge that would have been received by the Town Council.</p>	<p><b>6. Payment.</b></p> <p>6.1 The hirer will be sent an invoice for the Hire Fee. This must be paid to the Town 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.</p> <p>6.2 Cheques should be made payable to the “<b>Llangollen Town Council</b>” and sent to Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW</p> <p>6.3 The Town 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.</p> <p><del>6.4 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 then the Town Council reserves the right to charge a compensatory fee, equivalent to the charge that would have been received by the Town Council.</del></p>
<p><b>7. Care of the Venue.</b></p> <p>7.1 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.</p>	<p><b>7. Care of the Venue.</b></p> <p>7.1 The Hirer must provide the Town Council a named responsible person someone who has the authority to make decisions before and on the day of the event but may not necessarily be the hirer. The responsible person will be the sole point of contact for the Town Council. The responsible person will have the authority to commit to additional costs, amendments, timing changes or agree to any other changes or additional requirements that may</p>

7.2 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.

7.3 You **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 Town Council notices or placards which may be 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

arise during the period of hire. The responsible person will ensure they familiarise themselves with the fire evacuation procedure and ensure that they are aware of the assembly points. It is required that for the duration of the event the Responsible Person is not under the influence of alcohol.

7.2 Any costs, losses, damages, claims or expenses incurred by any patron, or any outside contractor, employed by the hirer shall be the hirer's responsibility and the hirer agree to indemnify and hold harmless the Town Council from all claims and actions arising against it as a result thereof.

7.3 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 Town Council within the venue, or in the area surrounding the venue, caused as a result of the event.

7.4 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 Town Council notices or placards which may be 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;

- 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.

7.4 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, it will be operated by an approved representative of the Council. Any technical equipment must be operated so as not to cause a noise nuisance.

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

- (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;
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7.6 The Town Council reserves the right to charge the hirer for the setting up stage extensions, sound and lighting desks and other apparatus in the auditorium in advance of

<p>performances.</p> <p>7.7 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.</p> <p>7.8 If the Event continues after such time the Hirer shall pay to the Town Council the costs involved in ensuring that the Event ends as soon as possible after such time. A Temporary Event Notice for extended hours can be applied for and will be charged per hour.</p> <p>7.9 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.</p>	<p>performances.</p> <p>7.7 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 the hirer's responsibility to ensure that the noise level does not exceed these limits. It is the hirer's 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.</p> <p>7.8 If the event continues after such time the hirer shall pay to the town council the costs involved in ensuring that the event ends as soon as possible after such time. A temporary event notice for extended hours can be applied for and will be charged per hour.</p> <p>7.9 The Town Council reserves the right to charge the hirer for any damage to the venue caused as a result of the hirer's occupancy of the building.</p>
<p><b>8. Building Operations and Access.</b></p> <p>8.1 It is your 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.</p>	<p><b>8. Building Operations and Access.</b></p> <p>8.1 Please note that the Hirer must ensure the building is secure during the period of hire. If persons are present to guard against unauthorised access or occupation (e.g., through door supervision), outbreaks of disorder or damage the Hirer is responsible for ensuring they have been licensed by the Security Industry Authority. Hirers are advised to remove all property at the end of the event. The Council cannot accept responsibility for any items left on the premises.</p>

<p>8.2. 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.</p>	<p>8.2 The hirer 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.</p>
<p>8.3 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.</p>	<p>8.3 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.</p>
<p>8.4 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.</p>	<p>8.4 It is the hirer's 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.</p>
<p>8.5 You shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.</p>	<p>8.5 The hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.</p>
<p>8.6 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.</p>	<p>8.6 It is the hirer's 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. 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.</p>

<p>8.7 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.</p> <p>8.8 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.</p> <p>8.9 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 approved persons are employed at an additional cost of the hirer.</p> <p>8.10 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.</p> <p>8.11 There is no vehicle parking facilities at the Venue.</p> <p>8.12 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.</p>	<p>8.7 The hirer 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 The hirer as a result of or arising out of this requirement.</p> <p>8.8 It is the hirer's responsibility to ensure that the exit of patrons from the venue does not cause a disruption or inconvenience to the local area.</p> <p>8.9 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 Town Council will insist that approved persons are employed at an additional cost of the hirer.</p> <p>8.10 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.</p> <p>8.12 8.11 There is no vehicle parking facilities at the Venue.</p> <p>The Town 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</p>
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8.13 You must not post any bill or advertisement in connection with the Event at the Venue without the prior written approval of the Council.

8.14 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.

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

8.16 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.

the Town Council on demand the expenses so incurred.

8.12 There is no vehicle parking facilities at the venue. 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.

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	no responsibility for any cash/ sales on the premises.
<p><b>9. Health and Safety.</b></p> <p>9.1 You must ensure that a risk assessment is undertaken in respect of your Event if deemed necessary. It is your 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, you must provide a copy of the risk assessment to the Town Council any other relevant body such as the Health and Safety Executive.</p> <p>9.2 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering.) are:</p> <p>Council Chamber 30 people standing or 20 people seated Auditorium: 300 standing, 260 theatre style, 180 banquets</p> <p>9.3 Minimum aisle width of 1050 mm 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.</p>	<p><b>9. Health and Safety.</b></p> <p>9.1 The hirer must ensure that a risk assessment is undertaken in respect of the hirer’s event <del>if deemed necessary</del>. It is the hirer’s 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 Town Council any other relevant body such as the Health and Safety Executive.</p> <p>9.2 <del>The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering.) are:</del></p> <p><del>Council Chamber 30 people standing or 20 people seated Auditorium: 300 standing, 260 theatre style, 180 banquets</del></p> <p>9.3 Minimum aisle width of 1050 mm 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.</p>

9.4 You shall familiarise yourself with the evacuation procedure in case of fire or a bomb threat at the Venue. Details can be obtained from the Town Clerk.

9.4 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. The hirer will be responsible for ensuring the orderly evacuation of the building should an emergency arise. Emergency exits must be kept clear at all times. The hirer should contact the Town Council prior to the hiring to be shown the position of the emergency exits, fire extinguishers and muster points in the event of an incident in an emergency, occupants should be moved out of the building to a position of safety.

9.5 Unless an object can be identified as belonging to someone present, suspicious objects should never be touched. The discovery of a suspicious object, by the hirer, should be reported to the Police without delay

9.6 Irrespective of whether the danger comes from a suspicious object discovered within the environs of the venue or as a telephone warning, the only action to take for the protection of patrons present within the venue is to undertake immediate evacuation from the building.

9.7 When smoke or flame has been discovered, the person who had observed the incident should immediately take steps to telephone the emergency services and evacuate the patrons from the venue by the nearest emergency exit immediately.

- 9.8 the hirer must account for all those present once evacuation has been completed and give full details to the Fire Service on their arrival. Evacuation should not be delayed by attempts to put out the fire.
- 9.9 In the event of a bomb threat, this will most likely originate from a warning, probably direct by telephone or by the discovery of a suspicious object; the only action to take for the protection of patrons present within the venue is their immediate evacuation from the building.
- 9.10 Subject to the numbers of the patrons within the venue warranting it, consideration must be given to ensuring that after evacuating from the Town Hall, people are directed away from the building to areas of safety. To avoid a panic or crush situation arising from large numbers of patrons hurrying through a confined entrance/exit, the flow of people leaving the venue should be controlled to prevent congestion.
- 9.11 Designated spaces are defined within the venue where non-ambulatory, or other patrons, who cannot use stairs will be guided to a safer part of the building. To wait for help from emergency services. The safe area is protected by fire-resisting construction and provides a safe route to the exit, as a stage of the evacuation.

9.5 The Town 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, you will pay to the Town Council on demand the expenses so incurred.

9.6 You 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 required. No medication will be dispensed by the Town Council staff.

9.7 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. You shall ensure that you comply with the provision of the Children Act 1989 and any other statutory provisions with regard to children during the Hire Period.

9.8 You must notify the Town 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.

9.9 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

9.12 Patrons evacuating the building by the main staircase should congregate in the following locations dependent on their escape route.

- Exiting by the main stairwell and entrance on Castle Street: Centenary Square
- Exiting by the side stairwell and ground floor fire exit: the steps of Y Capel.
- Exiting by the stage door stairwell and stage door exit on Parade Street: the Museum Car Park.

~~9.13 The Town 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 Town Council on demand the expenses so incurred.~~

9.13 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 required. No medication will be dispensed by the Town Council staff.

9.14 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

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.

9.10 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.

9.11 If you are hiring the Auditorium you will be free to use your own caterer or one of the Venue's preferred caterers. All kitchen and catering equipment will need to be supplied by you. The Town 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.

9.12 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.

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

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

during the Hire Period.

9.15 The hirer must notify the Town 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.

9.16 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 **volunteers**, 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.

9.19 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.

9.20 If the hirer is using the auditorium the hirer will be free to use their own caterer or one of the venue's preferred caterers. All kitchen and catering equipment will need to be supplied by the hirer. The Town 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.

<p>9.15 The Hirer must use the bar provided and all bar equipment will need to be supplied by you.</p> <p>9.16 The sale or supply of alcohol must cease no later than thirty (30) minutes before the end of the Event as specified in your hire application form.</p> <p>9.17 You shall ensure that all Patrons vacate the Venue no later than thirty (30) minutes after the Event as specified in your hire application form.</p> <p>9.18 No smoking is permitted anywhere inside at the venue.</p> <p>9.19 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.</p> <p>9.20 It is your responsibility to ensure that Patrons do not smoke anywhere at the Venue where smoking is prohibited.</p>	<p>9.21 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.</p> <p>9.22 The hirer shall not sell alcohol at the venue without the permission of the Council. The sale of alcohol is only permitted in the auditorium and cannot be sold in the Town Council Chamber. The hirer must use the bar provided and all bar equipment will need to be supplied by the hirer <b>and no alcohol can be stored at the venue without the expressed permission of the Town Council. Any alcohol stored must be in a lockable secure container.</b></p> <p>9.21 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 hire application form.</p> <p>9.22 The hirer shall ensure that all patrons vacate the venue no later than thirty (30) minutes after the event <b>as specified in the hire application form.</b></p> <p>9.23 No smoking is permitted anywhere inside at the venue. It is the hirer's responsibility to ensure that Patrons do not smoke anywhere at the venue where smoking is prohibited.</p> <p>9.24 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</p>
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<p><b>10. Commercial Traders Collections and Lotteries.</b></p> <p>10.1 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.</p> <p>10.2 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.</p> <p>10.3 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 you fail to acquire or comply with the terms of any necessary licence, the Town Council may cancel your booking.</p>	<p>arising from any emergency.</p> <p><b>10. Commercial Traders Collections and Lotteries.</b></p> <p>10.1 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.</p> <p>10.2 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.</p> <p>10.3 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 hirer fails to acquire or comply with the terms of any necessary licence, the Town Council may cancel the booking.</p>
<p><b>11. Permits and Licences.</b></p> <p>11.1 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.</p> <p>11.2 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</p>	<p><b>11. Permits and Licences.</b></p> <p>11.1 It is the hirer's 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.</p> <p>11.2 Even where the application to hire the Venue is accepted by the Council, this is subject to the hirer obtaining the necessary licences, permits or consents for the event. If The</p>

<p>obtain the necessary licences, permits or consents the Town Council has the right to cancel your booking.</p> <p>11.3 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.</p> <p>11.4 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.</p>	<p>hirer does not obtain the necessary licences, permits or consents the Town Council has the right to cancel the booking.</p> <p>11.3 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 Town Council cancelling the booking or terminating the Event.</p> <p>11.4 The hirer will pay any fees, royalties and payments due to Performing Rights Society Limited or any other similar organisation in respect the hire of the venue.</p>
<p><b>12. Indemnity and Insurance.</b></p> <p>12.1 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.</p> <p>12.2 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 such loss, damage, injury or</p>	<p><b>12. Indemnity and Insurance.</b></p> <p>12.1 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.</p> <p>12.2 The hirer is responsible for all health and safety aspects of the venue during the hire period. the hirer must accept liability for any loss, damage, injury or death caused to any person or property whilst they are in, or in the immediate</p>

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.

12.3 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.

12.4 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.

12.5 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.

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

12.7 You shall be responsible for all plant, equipment or materials or other effects which you or anyone associated with you

vicinity of the venue regardless of how or by whom 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 the hirer or by any of the hirer's employees, agents or contractors.

12.3 The hirer agrees 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 the hirer are responsible under clause 12.2.

12.4 The hirer will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out 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, The hirer agrees 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.

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

<p>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.</p> <p>12.8 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.</p> <p>12.9 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.</p>	<p>12.6 All insurance obtained is the responsibility of the hirer and is entirely independent of the Llangollen Town Council</p> <p>12.7 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 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.</p> <p>12.8 The hirer must provide the Town Council with proof of the required levels of insurance. If The hirer fails to do so the Town Council has the right to cancel the hirer's booking.</p> <p>12.9 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 Town Council shall have no liability whatsoever to The hirer or any third parties with regard to any such arrangements or payments.</p>
<p><b>13. Property not removed.</b></p> <p>13.1 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.</p>	<p><b>13. Property not removed.</b></p> <p>13.1 The hirer must ensure that all of the hirer's property and the property of any of contractors (e.g., caterers, bands) or patrons is removed from the venue at the end of the Hire Period. <del>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 the hirer. 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.</del></p>

<p>13.2 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.</p> <p>12.3 The Town Council accepts no responsibility for lost, damaged or stolen goods deposited within the Venue.</p>	<p>13.2 Any property which has not been claimed <del>twenty-eight (28)</del> <b>fourteen (14)</b> days after the event may be <b>removed and stored or disposed</b> by the Town Council. The proceeds of any <del>such</del> sale shall belong to the Council</p> <p>12.3 The Town Council accepts no responsibility for lost, damaged or stolen goods deposited within the venue.</p>
<p><b>14. Variation and Special Conditions.</b></p> <p>14.1 The terms of the Contract cannot be varied without the prior written consent of the Council.</p> <p>14.2 The Town Council shall be entitled to vary the terms of this Contract at any time on giving you notice in writing.</p> <p>14.3 Depending on the nature of the Event, the Town Council may impose additional terms and conditions to those set out above or amend these terms and conditions. You will be informed of such changes or additions in writing</p>	<p><b>14. Variation and Special Conditions.</b></p> <p>14.1 The terms of the Contract cannot be varied without the prior written consent of the Council.</p> <p>14.2 The Town Council shall be entitled to vary the terms of this contract at any time on giving The hirer notice in writing.</p> <p>14.3 Depending on the nature of the event, the Town 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.</p>
<p><b>15. Cancellation.</b></p> <p>15.1 The Town Council and its authorised officers may with immediate effect cancel a booking if:</p> <p>(a) you do not comply with the terms of the contract, or the Town Council reasonably believes that the Event is likely to be in breach of the Contract; or</p> <p>(b) you act contrary to statute, regulation or other law applicable to the hiring, including those made by the</p>	<p><b>15. Cancellation.</b></p> <p>15.1 The Town Council and its authorised officers may with immediate effect cancel a booking if:</p> <p>(a) The hirer does not comply with the terms of the contract, or the Town Council reasonably believes that the Event is likely to be in breach of the Contract; or</p> <p>(b) The hirer acts contrary to statute, regulation or other law applicable to the hiring, including those made by the Town Council and the Council's bye-laws; or</p>

Town Council and the Council's bye-laws; or

- (c) it comes to Council's attention that the information provided on the booking form is not correct; or
- (d) you have 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) you commit 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.

15.2 If the Town Council cancels your booking prior to the event date for any reason given in clause 14.1 above, the Town Council will refund the Hire Fee (if paid).

15.3 If you cancel a booking prior to two months before the event date, the Town Council will not charge the Hire Fee (if paid).

- (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.

15.2 If the Town Council cancels the hirer's booking prior to the event date for any reason given in clause 14.1 above, the Town Council will refund the Hire Fee (if paid).

15.3 If the hirer cancels a booking prior to two months before the event date, the Town Council will not charge the Hire Fee (if paid).

<p>15.4 If you cancel your booking prior to the event date (less than 2 months before the event), and the Town Councils not able to re-hire the Venue, you will be charged 30% of the Hire Fee (if paid).</p> <p>15.5 If you cancel your 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, you will be charged the full hire fee.</p> <p>15.6 If the Town Council cancels your booking where you are not at fault, the Town Council will refund any sums paid by you without any deductions within fourteen (14) days of cancellation.</p> <p>15.7 Notice of any cancellation under this clause shall be in writing and served on the other party at the address set out herein.</p>	<p>15.4 If the hirer cancels a 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).</p> <p>15.5 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.</p> <p>15.6 If the Town Council cancels the booking where The hirer is not at fault, the Town Council will refund any sums paid by The hirer without any deductions within fourteen (14) days of cancellation.</p> <p>15.7 Notice of any cancellation under this clause shall be in writing and served on the other party at the address set out herein.</p>
<p><b>16. Waiver.</b></p> <p>16.1 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 you of these terms and conditions it will not constitute a waiver of any future breach or default.</p>	<p><b>16. Waiver.</b></p> <p>16.1 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.</p>
<p><b>17. Severance.</b></p> <p>17.1 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</p>	<p><b>17. Severance.</b></p> <p>17.1 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</p>

<p>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.</p>	<p>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.</p>
<p><b>18. Jurisdiction.</b> 18.1 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.</p>	<p><b>18. Jurisdiction.</b> 18.1 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.</p>
<p><b>19. Contracts (Rights of Third Parties) Act 1999.</b> 19.1 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.</p>	<p><b>19. Contracts (Rights of Third Parties) Act 1999.</b> 19.1 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.</p>
<p><b>20. Equalities.</b> 20.1 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.</p>	<p><b>20. Equalities.</b> 20.1 The hirer 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.</p>
<p><b>21. Data Protection.</b> 211 Llangollen Town 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.  10.2 Llangollen Town Council takes the protection of your data seriously. If you visit the Town Councils website, then our Privacy Notice explains how we use your information and the ways in which we protect your privacy.</p>	<p><b>21. Data Protection.</b> 21.1 Llangollen Town Council is fully committed to compliance with the requirements of <b>the Data Protection Act 2018</b>.  21.2 Llangollen Town Council takes the protection of data seriously. If the hirer visits the Town Councils website, then our privacy notice explains how we use information and the ways in which we protect your privacy.</p>





## Pwyllgor Rheoli Asedau

## Asset Management Committee

### Agenda 29.03.2022.

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| <p><b>1. Ymddiheuriadau am absenoldeb.</b><br/>I dderbyn, ystyried a derbyn<br/>Ymddiheuriadau am absenoldeb.</p>  | <p><b>Apologies for absence.</b><br/>To receive, consider and accept apologies<br/>for absence.</p>  |
| <p><b>2. Datganiadau o Fuddiant.</b><br/>I dderbyn unrhyw ddatganiadau o fuddiant<br/>ar eitemau ar yr agenda.</p>   | <p><b>Declaration of Interest.</b><br/>To receive any known declarations of<br/>interest in items on the agenda.</p>   |
| <p><b>3. Cofnodion.</b><br/>Awdurdodi'r Cadeirydd i lofnodi cofnodion<br/>cyfarfod blaenorol y Pwllgor a gynhaliwyd<br/>ar 17 Chwefror 2022, fel cofnod cywir.</p>   | <p><b>Minutes.</b><br/>To authorise the Chair to sign the minutes<br/>of the previous meeting of the Committee<br/>held on the 17 February 2022, as a correct<br/>record.</p>  |
| <p><b>4. Adroddiadau.</b><br/>I derbyn ac ystyried adroddiadau a gwneud<br/>unrhyw benderfyniadau angenrheidiol<br/>arno.</p> <p>a) Dyfyniadau gwaith sylfaenol.</p>   | <p><b>Reports.</b><br/>To receive and consider reports and to<br/>make any necessary decisions<br/>thereon.<br/>Groundwork quotations.</p>   |
| <p><b>5. Rhan B</b><br/><b>Gwahardd y cyhoedd a 'r Wasg.</b><br/>Yn rhinwedd Deddf Cyrff Cyhoeddus<br/>(Derbyn i Gyfarfodydd) 1960, ni chaiff y<br/>wasg na'r cyhoedd eu cynnwys yn y<br/>trafodaethau ar yr eitem ganlynol ar y sail<br/>y byddai eu datgelu yn niweidiol i fudd y<br/>cyhoedd oherwydd natur gyfrinachol y<br/>busnes i'w drafod</p> | <p><b>Part B</b><br/><b>Exclusion of Public and Press.</b><br/>By virtue of the Public Bodies (Admission<br/>to Meetings) Act 1960, the press and<br/>public are excluded from discussions on<br/>the following item on the basis that<br/>disclosure thereof would be prejudicial to<br/>the public interest by reason of the<br/>confidential nature of the business to be<br/>transacted.</p> |
| <p><b>6. Adennill ôl-ddyledion rhent.</b></p>  | <p>Rent arrears recovery.</p>  |

Mae adroddiadau a manylion ariannol yn ddogfennau gwaith ac felly nid ydynt yn cael eu cyfieithu.

Reports and financial details are working documents and are therefore not translated.

**REPORT AUTHOR: Town Clerk.**

**SUBJECT:**

**REPORT FOR: Decision.**

**1. Summary.**

1.1 To consider quotation received

**2. Background.**

2.1 Llangollen Town Council requires skilled contractors with experience to undertake the necessary grass cutting of the open spaces, weeding and removal of litter and debris and watering of floral displays in the Town Council's ownership.

2.2 Under standing orders and financial relations contracts with an estimated value below £25,000 are exempt from a tendering process or procurement exercise. However, the Town Clerk should obtain 3 quotations (priced descriptions of the proposed supply).

2.3 Therefore, invitations to quote and instructions were prepared and sent out to the Little Red Tractor Company, My Tidy Garden Services, AJ Landscaping and Ground Maintenance, Curzon Ground Care, Country Gardens and Woodlands Ltd , Corwen Garden Services and Dee Valley Maintenance Services. Invitations to quote were also publicised on the Town Councils website.

2.3 The contract will run for a three-year period to commence on 1st June 2022 and will be let for an initial period of two years with the option to extend for one additional year to a maximum of the years. The contract includes a Price Fluctuation Clause for an annual change in prices in line with the Consumer Price Index as of September in each year of the contract. The main objectives of the instructions were to provide: -

- Weeding and remove all litter and debris Town Hall curtilage/Centenary Square.
- Cutting of grassed areas, Pen y Bryn cemetery
- Watering of Floral Displays, trees and shrubs.

2.4 By the due date for the submission, the following quotations compatible with the invitations to quote and instructions were received: -

Corwen Garden Services	£14,400.00
Dee Valley Maintenance Services	£7,500.00

**4. Recommendations.**

4.1 That the Committee agrees to appoint Dee Valley Maintenance Services.

**5. Reason for recommendations.**

5.1 To deliver effective Town Council services and ensure fiscal probity.