



Town Hall, High Street, Bridgwater TA6 3AS 01278 427692 townclerk@bridgwater-tc.gov.uk

## **Notice of the next Council Meeting**

Members of the Public and the Press are invited to attend all Council Meetings
(Public Bodies (Admission to Meetings) Act 1960)

Dear Councillors,

You are hereby summoned to attend the following meeting:

Meeting of... Date for Extraordinary Property Meeting

Place... Bridgwater Room

Date... Monday, January 15, 2024

Time... 14:00

Councillors will be discussing all the items listed overleaf on the Agenda.

Yours faithfully

**David Mears** 

#### **David Mears FdA FSLCC**

#### **Town Clerk**

#### **9 January 2024**

# (Prior to the start of the meeting) Questions and comments from members of the public

This provides an opportunity for members of the public (who are not usually permitted to speak during the meeting except by special invitation of the Chairman) to participate before the start of the meeting by asking questions, raising concerns, or making comments on matters affecting Bridgwater. No decision can be taken during this session<sup>1</sup>, but the Chairman may decide to refer any matters raised for further consideration.

<sup>1</sup>N.B Councils cannot lawfully decide items of business that is not specified in the summons/agenda (LGA1972 Sch 12, paras 10(2)(b) and Longfield Parish Council v Wright (1918) 88 LJ Ch 119).

Under the Openness of Local Government Bodies Regulations 2014, any members of the public are allowed to take photographs, film, and audio record the proceedings and report on all public meetings (including on social media). No prior notification is needed but it would be helpful to let the office know of any plans to film or record so that any necessary arrangements can be made to provide reasonable facilities to report on meetings. This permission does not extend to private meetings or parts of meetings which are not open to the public. All recording and photography equipment should be taken away if a public meeting moves into a session which is not open to the Public.

If you are recording the meeting, you are asked to act in a reasonable manner and not disrupt the conduct of meetings, for example by using intrusive lighting, flash photography or asking people to repeat statements for the benefit of the recording. You may not make an oral commentary during the meeting. The Chairman has the power to control public recording and/or reporting so it does not disrupt the meeting. Recording must be clearly visible to anyone at the meeting

## AGENDA

## PROP2024-1 - Apologies

To receive Apologies for Absence

#### **PROP2024-2 - Declarations of interests**

Members to declare any interests, including Disclosable Pecuniary Interests they may have in agenda items that accord with the requirements of the Town Council's Code of Conduct and to consider any prior requests from members for Dispensations that accord with Localism Act 2011 s33(b-e) (NB this does not preclude any later declarations)

PROP2024-3 - To approve and sign as a correct record the minutes of the Property Committee Meeting held on 13 December 2023

PROP2024-4 - To note the Action List

PROP2024-5 - To receive a report from a structural engineer for the rear extension at the Arts Centre and to consider the four options contained within the report.

PROP2024-6 - To receive and adopt the Hire Charges for the ReCreation building.

PROP2024-7 - To receive and adopt the Terms and Conditions for hiring rooms at ReCreation.

PROP2024-8 - Date of next meeting

20th March 2024

## **End of Agenda**

#### **Committee Members:**

Tim Mander (Chair), Liz Leavy, Mick Lerry, Rachel Lilley, Kathy Pearce, Leigh Redman, Gill Slocombe, Brian Smedley, Jacqui Solomon.



## **ReCreation Terms and Conditions of Hire**

### **GENERAL TERMS AND CONDITIONS**

- 1. "The facilities" means the premises and/or the equipment/cutlery etc., belonging to Bridgwater Town Council that the hirer has booked for the hire either on Bridgwater Town Council property or elsewhere.
- 2. The person signing the application form shall be deemed to be the "Hirer" and must be over 18 years of age.
- Normally all bookings must have a minimum hire time of two hours and be confirmed by signing and returning the booking confirmation form after checking all requirements within 2 weeks of a provisional booking being made. Failure to confirm a booking may render it void.

Any additional details should be provided and include stipulation of equipment needed such as the "projector" for meetings. A floor plan for table and chair layout, including maximum numbers to attend must be agreed with Bridgwater Town Council at least 7 days prior to your event.

- 4. Booking deposits may be required for commercial hirers and new bookings. For **Single Events**, payment of the estimated hire charge must be made in full and any cheque must be cleared at least 14 days prior to the event taking place. Should the event times change, or additional costs be incurred a further invoice will be raised once the event has taken place.
- 5. The Hirer will be invoiced for any breakages, damage or graffiti or for any item of council property removed from the premises.
- 6. No Alcohol is to be consumed on the premises.
- 7. Where the Hirer signs the confirmation form on behalf of any Club or Organisation, they shall be deemed to have authority to sign in that capacity and shall be jointly and severally liable with the applicant for any breach or non-observance of conditions.
- 8. Alterations and cancellations of confirmed bookings will incur charges at the published rates.
- 9. While Bridgwater Town Council will take every care to ensure that the facilities are available as booked, it reserves the right to amend or cancel bookings because of unforeseen circumstances or due to the suitability of the hirer.
- 10. The facilities will be solely for the purposes described on the Booking Confirmation Form. If the booking relates to a regular and continuing commitment this one undertaking shall be binding for all occasions when the facilities are used.
- 11. All hirers must have a designated responsible person in the building for the duration of the hire. The responsible person must make themselves known to the caretaker at the start of the hire.

- 12. "The maximum number of persons to be allowed in the ReCreation at any time shall be 50.
- 13. The Hirer shall be responsible for the provision of all information, instruction and/or supervision as is deemed necessary to ensure the safety of any activity for which the facilities are used. The Emergency procedures within these conditions are to be read out at the start of your event. Regular hirers, please keep these for your future bookings.
- 14. The behaviour of all persons attending is the responsibility of the Hirer. Children must always be supervised.
- 15. The Hirer shall be liable for any loss or damage to any property arising out of the hire, or any loss, damage or injury to any person or persons using the facilities during the hiring, and the Hirer indemnifies Bridgwater Town Council against any such loss damage or injury.
- 16. Hirers should consider and effect any insurance cover deemed necessary for risks not covered herein. As a minimum Public Liability Insurance should be effected for all events which are open to the public. A certificate demonstrating sufficient cover may be requested prior to the event.
- 17. Fire exits must always be kept clear. It is the responsibility of the hirer to ensure that fire exits are clear for the duration of the event. If a fire breaks out, the written instructions posted in each venue should be strictly adhered to.

#### 18. Fire Exits:

- Exit from the main entrance onto Rhode Lane
- Exit from Main Hall onto King George Avenue
- Exit from Kitchen onto King George Avenue
- 19. Please ensure that all members of your party are made aware of the means of escape prior to each hiring.
- 20. The Hirer must confine access to parts of the facilities that are included on the Booking Confirmation Form. If it is found that any member of the Hirer's party has accessed any area of the venue that have not been booked, the relevant charge for that area may be made.
- 21. Hirers must be aware of the level of noise generated during an event. Noise levels should be kept to a reasonable level such that no nuisance is caused in the surrounding area and there are no health risks to people attending the event.
- 22. The facilities must be kept clean and tidy and must be left in the same condition as found at the start of the booking. Any equipment used must be put back afterwards.
- 23. A qualified supervisor must be in attendance during all activities where the hiring organisation is a youth group.
- 24. Naked flames, including but not limited to candles, tea lights etc. shall **NOT** be permitted anywhere in the building.
- 25. No animals, except registered assistance dogs, shall be permitted in the building without prior written approval from Bridgwater Town Council.

26. In the event of a breach of these conditions Bridgwater Town Council reserves the right to cancel bookings and curtail or close events in progress.

The signing and returning of each Booking Confirmation Sheet you receive shall denote that the hirer has read and agrees to be bound by the Terms and Conditions of Hire as set out hereto.

It is the responsibility of the hirer to ensure this booklet is read by any person who makes a booking on their group's behalf.

## **Terms and Conditions of Use of Kitchen**

## **Cleaning and Hygiene Procedures**

- 27. After using the kitchen all debris and food waste must be removed. Please leave the kitchen in a clean, tidy, and hygienic condition. When arriving at and vacating the kitchen please sign to confirm that the kitchen is in an acceptable condition.
- 28. On arrival and before leaving you must ensure that the duty Caretaker is asked to check that the condition is satisfactory. There is a limited amount of crockery and utensils available. It is the responsibility of the Hirer to ensure they have all the equipment needed for the purposes of the hire.
- 29. Please note: The chopping boards are colour coded according to their usage. Only use the colour chopping boards according to the following usage list:

**Red: Raw Meat** 

**Green: Salad/Fruit Products** 

**Brown: Vegetable Products** 

**Yellow: Cooked Meats** 

**Blue: Fish** 

**White: Bakery and Dairy Products** 

**FOOD MUST NOT** be left in the Kitchen/Pantry after your booking ends. For the duration of your booking all food must be **stored safely and correctly**.

- 30. On hearing the fire alarm, please vacate the building via the nearest fire exit.
- Only authorised persons are allowed in the kitchen. Children up to the age of 18 must always be supervised and a full risk assessment must be undertaken.
- 32. If a member of staff is on site they will have access to the kitchen/pantry area at any time. Any instruction given by the member of staff on duty regarding hygiene in the kitchen/pantry must be complied with.

## **Preparation of Food**

- 33. It is the responsibility of the hirer to ensure that food is prepared and served in a hygienic way.
- Providing food on a regular basis: It is the responsibility of the Hirer to contact Somerset Council 0300 123 2224 to ascertain whether they or their food provider need to register as a Food Business. It is also the responsibility of the hirer to ensure they have appropriate food hygiene training, proof of which may be requested prior to the event.
- 35. No Deep Fat Frying equipment shall be permitted anywhere in the building.
- 36. No-one under the influence of drink or drugs shall be admitted and refusal to right of admission can be imposed.
- 37. The Hirer is liable for a surcharge if the premises are left in an exceptionally dirty condition.
- 38. Hirers are responsible for any damage to the building that occurs during the hiring period.
- 39. Charges will be as determined by the Council and will be changed from time to time.

## **Parties for minors**

- 40. It is important that you have enough adults in place to ensure the safety of children and that these adults are suitable to undertake these tasks. The level of supervision must be appropriate to the children involved, including their age group and needs. The adult who signed the booking confirmation form must be in attendance throughout the event.
- 41. No alcoholic drinks are to be brought into the building and consumed.
- 42. Payment of the estimated hire charge must be made in full and any cheque must be cleared at least 14 days prior to the event taking place. Should the event times change or additional costs be incurred a further invoice will be raised once the event has taken place: The Hirer will be invoiced for any additional breakages and cleaning deemed to be necessary.