

MINUTES OF THE VENUES, EVENTS AND MARKETING
COMMITTEE HELD IN THE COUNCIL CHAMBER, KING'S HOUSE,
THETFORD, ON WEDNESDAY 14th FEBRUARY 2018 STARTING AT 1:00 p.m.

Present:

The Mayor of Thetford, Councillor D M Crawford

Councillors:

S J Armes

C R P Burnett

C Harvey

F. Robinson

M Robinson

B J Canham

M Taylor

J Hollis (Vice Chairman)

S N H Wright (Chairman)

Councillors J. James – Non-voting Councillor

Officers in attendance:

David Brooks VEM Officer

MINUTES

- 771/17 DECLARATIONS OF ANY DISCLOSABLE PECUNIARY INTERESTS
To receive any additional interest not already registered.
- 772/17 APOLOGIES FOR ABSENCE
None received.
- 773/17 MINUTES
RESOLVED: The minutes of the Committee meeting held on 17th January 2018, received by Full Council on 30th January 2018, as a true record and signed/initialled by the Committee Chairman.
- 774/17 ACTION POINTS
The Chairman reported that the parking barrier was an ongoing item.
- 775/17 HEALTH & SAFETY
Cllr. C Harvey (VEM H&S Councillor) gave committee an update and praised the work of Paul Deal, Deputy Venues Manager for keeping excellent records and overseeing all outstanding works.
- 776/17 CARNEGIE / GUILDHALL WORKS SCHEDULE
VEM Officer reported that all works scheduled last month were for dates beyond meeting so schedule not changed from last meeting.
- 777/17 WEEKLY MARKETS
VEM Officer reported that Council had received a letter from one of the Tuesday traders expressing concerns that footfall and income had decreased considerably over winter months and requested that we look to adopting some of the incentives that had been initiated by Hitchin & Fakenham markets i.e £10 pitch fee regardless of pitch size. VEM Officer & Town Clerk had contacted Fakenham to ask further of any incentives that had proved successful and they had informed us that we were competitive in relation to pitch fees, that they only allowed traders whom paid in advance (regular traders) which decreased absenteeism when bad weather coincides with market day and although they had not raised pitch fees for several years do not charge a one price fits all scheme.

It was agreed that VEM Officer would canvass traders and members of the public for their ideas as to how to improve markets and report back to VEM meeting on 14th March 2018. It was agreed to advertise on the Council website and Facebook pages our Market fees and that these fees included waste disposal and power not normally included at other markets.

778/17

EVENTS

VEM Officer gave update on the Soapbox Challenge scheduled for 22nd April 2018. Cllr. M. Taylor also suggested that he organised a meeting of interested parties that wanted to promote their events during the St. George's weekend to share a coordinated advertisement of what was on offer over the weekend during the weekend of 20-23 April 2018.

779/17

CROSS COMMITTEE MEETING WITH ALP

Chairman gave a review of a recent meeting with himself (VEM chair); Cllr. B. Canham (ALP chair) Cllr. J. James (Finance chair); Town Clerk; ALP Officer & VEM Officer to scope out the objectives and possible sub-groups to undertake work before reporting back to relevant Committee. It was agreed that the three areas of focus and therefore the setting up of sub-groups will be;

1. Funding
2. Guildhall Access & Roof
3. Landscaping around the Carnegie

780/17

LICENCING

The VEM Officer outlined that the Premises Licence for the Guildhall & Carnegie allowed the service of alcohol from 8am-2am he proposed that we agree and promote a standard finish of all events at midnight as part of the Town Council's commitment to the town centre PSPO, observing goodwill to our neighbours and also to respect the demands on Venue staff as the Carnegie & Guildhall gets busier as a seven day operation.

Councillors were keen to that there should be opportunity for prospective hirers to make an application to VEM to extend the hours to within the limit of the Premise Licence, such as a New Year's Eve party that would possibly end at 1am.

Cllr. S. Armes proposed and seconded by Cllr. M.Taylor that the standard venue hire t&c's should state that the hire would close at 12midnight however hirers can make application to VEM committee to extend licensing within the conditions of the Premises Licence if the event is considered a special occasion.

RESOLVED: To adopt new standard hire closure times at Carnegie & Guildhall for entertainment & bar service to 12midnight, however hirer can make application to VEM Committee to consider extended hire times to up to 2am for special occasions/ events.

781/17

ST PETERS

The VEM Officer outlined that Licence for St. Peters Cultural Arts Centre has been varied to a new DPS but the Premise Licence is still retained by Thetford Town Council therefore proposed that this venue should be included in the consistent approach to finish at 12 midnight with the same condition to apply for extended hours the VEM for an extension to hours within the Premises Licence limit of 2am. There followed a discussion and Cllr. S. Armes proposed seconded by Cllr. M. Taylor. There followed a vote. For the motion 6 votes. Against 2 & 2 Abstained

RESOLVED: To adopt new standard hire closure times to also include St. Peters for entertainment & bar service to 12midnight, however hirer can make application to VEM Committee to consider extended hire times to up to 2am for special occasions/ events.

782/17

HOPE CHURCH

The Committee discussed letter received from Hope Church (see letter attached) and discussed the request. Given the wording of the covenant in the sale documentation and reiterated by a recent email from the diocese the use of the building for religious purposes was not allowed and the request was turned down. However it was suggested that the applicant apply to the diocese to have the covenant released. It was also noted that the current lease agreement does not permit sub-letting on a regular basis to third parties.

783/17

BUDGET REVIEW

The VEM Officer provided update for end of 10 month and no questions were raised by Councillors.

784/17

VENUES – TERMS & CONDITIONS

Councillors reviewed and agreed to adopt the Terms & Conditions presented in the attached document. (see Appendix A).

785/17

ITEMS OF URGENT BUSINESS

There were no items of urgent business.

786/17

COMMUNITY ENGAGEMENT

Councillors agreed to put out a call to action for volunteers.

Chairman.

ACTION POINT	BY WHOM	BY WHEN
The VEM Officer will advertise on the Council website and Facebook pages our Market fees and that these fees included waste disposal and power not normally included at other markets.	VEM Officer	ASAP



TERMS & CONDITIONS OF HIRE

1. RESERVATION AND PAYMENT OF FEES

The hire of Thetford Town Council venues (Carnegie & Guildhall) must be made through the website: www.thetfordtowncouncil.gov.uk

It is important that the hirer reads carefully and agrees with the terms and conditions set out in this document before any booking is submitted.

The booking will be submitted in the initial instance to be processed by the Venue Management. You may be contacted if further information is required.

If the booking is accepted, you will receive a confirmed date response and a secure payment link where you will be required to make payment.

It is only receipt of payment that your booking is actually **secure and confirmed**. If payment is not made with 7 days of the date confirmation then your enquiry will be cancelled and the date will be made available to other bookings.

Bookings made more than a year in advance can be secured by a deposit of a third but this must be agreed by the venues manager. The balance must then be paid in full three months before the event or the booking will be cancelled and the deposit forfeited.

Regular hirers can book up to a year in advance and their bookings will be released for payment a month in advance (or three months in advance if the concession is required, see 2 below).

If you have any questions concerning a booking please contact the Venue Management contact listed below.

2. CONCESSIONS

To qualify for a concession rate you will need to meet one of the following prerequisites, please be aware you may be asked for additional documentation to substantiate your organisations status.

- Hire organisation have registered Charitable status.
- Hire organisation are a bona fide not for profit community group.

You can also qualify for a concession rate if you are a regular weekly hirer and pay three months in advance. This special arrangement needs to be discussed and agreed prior to any initial bookings.

3. CANCELLATIONS

Cancellation by the hirer:

A hirer is required to pay a third of the total hire fee at the time of booking or the full amount with 8 weeks of the date of event.

Should the event be cancelled by the hirer then they will be subject to conditions below;

- If cancelled with 6 months of event date - 100% of fee will be refunded.
- If cancelled with between 4-6 months of event date – 50% of deposit will be refunded.
- If cancelled with between 2-4 months of event date – the deposit paid will not be refunded.
- If the balance payment has been made within 2 months of event date – no refund will be made.
- All refundable transactions are subject to 10% administration charge.

Cancellation by Thetford Town Council:

- i. The Council reserves the right to cancel the booking prior to the commencement of the event if they feel that the event is likely to be of an undesirable or unsafe nature. In those circumstances the Council would retain all paid hire fees and not be liable to pay the hirer any compensation.
- ii. The Council reserves the right, in certain circumstances to cancel any letting or transfer the letting to another Council venue with appropriate floor space. In the event of a cancellation of the letting any hire fees paid will be refunded; or if the letting is moved to another venue that is appropriate and agreed by both parties the difference in any lesser hire fees will be refunded.

4. PREMISES LICENCE AND PRS

Under the terms of the Licensing Act 2003, the Carnegie & Guildhall has been granted a Premises Licence by Breckland District Council, acting as the Licensing Authority. This regulates the use of the premises for certain forms of public entertainment. The Designated Premises Supervisor (DPS) is David Brooks working under the direction of the Town Clerk.

The current licence authorise the following;

- Opening hours Monday-Sunday 0800-0230 hours

However the Council limits the period of hire to 0100 hours unless express permission is agreed and given prior to the event. Entertainment must terminate at 2400 hours. Application can be made to the Venues Events & Marketing committee to extend times beyond 2400 hours.

PERFORMING RIGHTS SOCIETY:

The Venues are registered with the Performing Rights Society, therefore any use of copyrighted music in any events are subject to PRS fees.

In the event delivered being is subject PRS fees, then the hire will need to furnish a full list of the musical repertoire.

If the event is a ticketed event and also subject to PRS fees, the hirer will be subject to an additional fee invoiced by the Town Council at 2% of the

received ticket sales. Full and accurate documentation to support the total sales figures must be submitted to the Venue Management.

5. RESTRICTIONS OF HIRE

Limits on Admission

The number of persons permitted to use the licensed premises at any time shall not exceed the limits stated below. (Please note this includes performers and staff).

- **Carnegie:**

Main Hall

Dancing with seating only - 300

Dancing with seating at tables – 250

Closely seated audience (includes use of raked seating) - 300

- **Training Room**

Closely seated audience – 40

Meetings (using tables) - 20

Commercial Sales & Exhibitions

Commercial sales and exhibitions must close by 2000 hours on weekdays and 2100 hours on Saturdays.

Bingo

Hirers wishing to use any of the rooms for the purpose of promoting bingo as a whole or part of a hiring will need to satisfy the Council that the type of bingo proposed is not such that a licence is required under Part 11 of the Gaming Act 2005.

Cinematography

No cinematographic or projecting apparatus shall be used without the prior approval of the Council.

No Smoking Policy

Smoking is not permitted at any time within the public buildings managed by Thetford Town Council; this includes the use of electronic cigarettes.

Electrical Fittings

No electrical or other fittings or appliances in the venues may be altered, removed or in any way interfered with or no additional fittings or appliances installed without a PAT certificate has been provided for the equipment to the Town Council.

It is the responsibility of the hirer to ensure that any disco operators/bands hired for the event are also PAT certificated. The duty venue manager/caretaker has the right to refuse use of any electrical equipment that is not PAT tested. A PAT test certificate should be presented if requested.

Amplification & Lighting:

Levels of amplification must be adhered to by instruction of the Venue Management/Duty Caretaker. Failure to keep within reasonable limits may mean that the event will be halted.

The Carnegie Noise Limiter or stage lighting must not be altered without prior consent of Venue Management.

Subletting

Hirers shall not assign or sub-let any interest they may have in the hire of the hall without the prior consent in writing of the Council.

Fire Precautions & Disabled Evacuation

Fire Marshalls will be provided by the Town Council for each event and is responsible for general fire safety and responding to emergency situations.

Fire Safety checks will be carried out prior, during and after each event by the designated Fire Marshall on duty (usually Duty Caretakers). Hirers must ensure that they are aware of fire procedures and that in the event of an emergency that they assist in aiding the instructions of the Fire Marshall.

The Council will determine how many Fire Marshalls are needed for each event and reserves the right to charge an additional fee for their provision if the nature and attendance of the event is over and above the normal cover.

If any attendees are deemed in need of assistance in the event of an emergency evacuation, the duty venue staff should be made aware prior to the commencement of the event.

Conduct of Patrons.

Hirers are responsible for the conduct of persons invited or attending their events.

At the close of the event, they should also assist venue staff in ensuring that attendees leave the premises in an appropriate and considerate manner.

Advertising of events on social media is at the Council discretion and will be monitored. If advertising of this nature creates the control of admission to become an unforeseen problem that may risk damage or safety of persons and venue, then the Council reserves the right to cancel the event with immediate effect and without any refund of fees or deposits paid.

Any persons banned under the Thetford Pub Watch scheme will be refused entry.

Cleanliness & Decoration of Venues:

The hirer shall not affix any decorations to walls, floors or any fixtures and fittings without the permission of the Venue Management. Should any unauthorised damage occur the Council reserves the right to levy a charge to compensate any repair or replacement.

The Venues are let to hirers in a clean and tidy condition and hirers are responsible for leaving the premises in a clean and tidy state. Large waste

bins are provided on request and the duty caretaker will agree the final state of the premises before departure. Any costs for cleaning resulting from a lack of care by the hirer will be recovered.

6. BAR SERVICES

All intoxicating liquor and soft drinks consumed on the premises **MUST** be purchased from the bar. Members of the public are **not** permitted to bring any intoxicating liquor or soft drinks onto the premises, hirers are expected to assist venue staff in ensuring this does not occur.

The Bar must close 30 minutes before the end of the event hire.

Alcohol can only be served to persons over the age of 18 years. It is the responsibility of the DPS and the hirer that this regulation is adhered to, proof of age will be required and any decisions not to serve any attendee is at the discretion of the duty Bar staff.

The Council reserves the right to direct that plastic glasses must be used if they deem appropriate to the nature of the event.

7. USE OF ADDITIONAL FACILITIES

Raked Seating:

A hirer can request the use of the raked seating, this must be agreed at least one week before the event date.

Carnegie Kitchen:

Any outside caterers that are engaged by hirers must report to Duty Caretaker on arrival.

The use of the Ovens will incur an additional charge;

- ½ Day use (up to 4 hours) - £10
- Full day use (Over 4 hours) - £20.

Ovens must be ignited initially under the instruction of the duty caretaker.

The Kitchen must be left in a clean and tidy state, any additional cleaning resulting from the kitchens being left in an inappropriate condition will be charged to the hirer.

8. COMPLAINTS

Any complaints with regard to the management, control of the venue or any staff member must be made in writing to the Town Clerk, Thetford Town Council, Kings House, King Street, Thetford, IP24 2AP.

9. INDEMNITY, INSURANCE & RISK ASSESSMENTS

Hirers shall indemnify the Council against any technical or legal penalties incurred during the hire period.

Individuals hiring the venues for private parties and wedding receptions etc. are covered by the Town Council insurance for injury and damage arising out of the use of the premises.

Hirers must have public liability insurance if they fall within any of the listed categories:

- They are a Commercial or Business organisation
- They are an individual, club, group who hirer the premises on a weekly basis.
- They are an individual, club, group who hirer the premises intending on making a profit or raise funds.
- They are part of a National/Regional Organisation/Group (such as Scouts/RBL)

Any required insurances must be provide prior to your event date.

10. CONDITIONS OF HIRE

The Council reserves the right to make amendments to the Conditions of Hire at any time, the hirer will be informed of any changes.

The hirer **MUST** read, understand and accept the Terms and Conditions of hire outlined above. The hirer is required to indicate their acceptance of the terms and conditions by ticking the appropriate box on the web booking form.

Failure to confirm your acceptance of these conditions will mean that the booking cannot be accepted by Thetford Town Council and may result in your event being cancelled from system and loss of date.

DRAFT