



# CHARD TOWN COUNCIL

The Guildhall, Fore Street, Chard, Somerset TA20 1PP

01460 239567 [www.chard.gov.uk](http://www.chard.gov.uk)

Mayor: Garry Shortland Town Clerk: Gareth Hughes

**All Council & Committee Meetings are open to the Public and Press**

## AMENITIES & EVENTS COMMITTEE

Date of Publication: Tuesday 4<sup>th</sup> July 2023

**TO: All Members of the Amenities & Events Committee**

Cllr Bates, Cllr Bulmer, Cllr Crook, Cllr Richter, Cllr Watson (Chair) and Cllr Williams

### NOTICE OF MEETING

You are hereby summoned to attend a meeting of the Amenities & Events Committee to be held on Monday 10<sup>th</sup> July 2023, commencing at 19:00 hours in the Auditorium, The Guildhall, Fore Street, Chard TA20 1PP.

Gareth Hughes  
Town Clerk

#### **PUBLIC PARTICIPATION**

Before the meeting there will be a public session to enable the people of Chard to ask questions of, and make comments, to the Amenities & Events Committee. Questions not answered at this meeting will be answered in writing to the person asking the question, or may appear as an agenda item for the next meeting. Members of the Public are asked to restrict their comments, and/or questions to three minutes.

#### **Public Participation Time**

This section (at the Chairman's discretion may last up to 15 minutes) is not part of the formal meeting of the Committee.

**2023/23 APOLOGIES FOR ABSENCE**

Schedule 12 of the Local Government Act 1972 requires a record be kept of the members present and that this record form part of the minutes of the meeting. Members who cannot attend a meeting should tender apologies to the Town Clerk as it is usual for the grounds upon which apologies are tendered also to be recorded. Under Section 85(1) of the Local Government Act 1972, members present must decide whether the reason(s) for a member's absence are acceptable.

**2023/24 DECLARATIONS OF INTEREST**

Under the Localism Act 2011 (sections 26-37 and Schedule 4) and in accordance with the Council's Code of Conduct, members are required to declare any interests which are not currently entered in the member's register of interests or if he/she has not notified the Monitoring Officer of it.

**2023/25 TO RESOLVE TO EXCLUDE MEMBERS OF THE PRESS AND PUBLIC**

There are no confidential matters for this meeting.

**2023/26 COMMITTEE MEETING MINUTES**

To confirm and sign the minutes of the Amenities & Events Committee meeting held on May 15<sup>th</sup> 2023.

**2023/27 MANAGER REPORTS**

- (a) **Town Clerk & Operations** – To note the Operation Manager's Report (attached) and to consider the recommendations contained within that report.
- (b) **Events** – To note the Event Officer's Report (attached) and to consider the recommendations contained within that report.

**2023/28 ELECTRONIC PAYMENT FOR THE GUILDHALL –**

To consider purchasing a card reader for Chard Town Council.  
See attached report.

**2023/29 DATE OF NEXT MEETING**

The next meeting of the Amenities & Events Committee will be held on Tuesday 12<sup>th</sup> September 2023 in the Guildhall, Fore Street, Chard TA20 1PP commencing at 19.00 pm.

Date: ----- Signature -----



# CHARD TOWN COUNCIL

The Guildhall, Fore Street, Chard, Somerset TA20 1PP

01460 239567 www.chard.gov.uk

Mayor: Cllr Garry Shortland Proper Officer: Adrian Turner

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## AMENITIES & EVENTS COMMITTEE

Minutes of the Amenities & Events Committee meeting held on Monday 15<sup>th</sup> May 2023 commencing at 19:00 hours in the Town Hall, The Guildhall, Fore Street, Chard TA20 1PP.

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**PRESENT:** Cllr Bulmer, Cllr Crook, Cllr Watson (Chair), Cllr Williams

**ALSO PRESENT:** Events Officer: Tim Bickman, Town Clerk: Gareth Hughes, Democratic Services Officer: Beverley Newman, Proper Officer and Operations Officer: Adrian Turner,

### Public Participation Time

One member of the public was present. No questions were raised.

### 2023/17 APOLOGIES FOR ABSENCE

Apologies were received from: Cllr Richter

### 2023/18 DECLARATIONS OF INTEREST

There were no declarations of interest

### 2023/19 TO RESOLVE TO EXCLUDE MEMBERS OF THE PRESS AND PUBLIC

There were no confidential items for consideration

### 2023/20 COMMITTEE MEETING MINUTES

Proposed Cllr Bulmer  
Unanimous

Seconded Cllr Crook

**RESOLVED:** That the minutes from the Amenities and Events meeting 21<sup>st</sup> March 2023 be accepted as an accurate account of the meeting

## 2023/21      **MANAGER REPORTS**

- (a)      **Operations** – Committee noted the Operations report & the recommendation therein.

Proposed Cllr Bulmer                      Seconded Cllr Williams  
Unanimous

**RESOLVED** to accept the recommendation in point 2 of the Operations Report. To undertake a valuation of the land adjacent to the car park by the cemetery in order to progress with the extension. The payment of £1,500 plus VAT for the valuation to be paid from the EMR budget

Proposed Cllr Bulmer                      Seconded Cllr Williams  
Unanimous

**RESOLVED** to accept the recommendation in point 2.1 of the Operations Report. To set up and Task & Finish Group to progress on this matter, namely to look at options to renegotiate this lease for Clare House.

Committee agreed the following members: Cllr Richter (expressed an interest in this prior to the meeting), Cllr Bulmer, Cllr Williams. Committee also agreed Cllr Bates be in this group should she wish to.

Proposed Cllr Bulmer                      Seconded Cllr Crook  
Unanimous

**RESOLVED** to accept the recommendation in point 2.2 of the Operations Report to return the land within Bishops Court to Jocelyn Park as per the lease agreement section 27.

- (b)      **Events** – Committee noted the Events Officer report

Council noted the Events Officer report and agreed the recommendations therein:

Proposed Cllr Williams                      Seconded Cllr Bulmer  
Unanimous

**RESOLVED** to accept the recommendation in point 3.2 of the Events Report, namely for the Events Officer to organise 2 more comedy nights, one for the 17<sup>th</sup> June the other for 23<sup>rd</sup> September in order to fully access their popularity and viability.

Proposed Cllr Williams                      Seconded Cllr Crook  
Unanimous

**RESOLVED** to accept the recommendation in point 10, for the Events Officer to further investigate the concept and logistics of an 'Eat Festival'

**2023/22 DATE OF NEXT MEETING**

Committee noted that the next meeting of the Amenities & Events Committee would be held on Monday 12<sup>th</sup> June 2023 in the Guildhall, Fore Street, Chard TA20 1PP commencing at 19.00 pm.

There being no other business the Chair thanked all for attending and closed the meeting at 19.45

**Date:** 10<sup>th</sup> July 2023

**Title:** Town Clerk Report and operations report

**Purpose of the Report:** To provide Members with an update on operational issues.

**Contact Officer:** Gareth Hughes Town Clerk

**1. RECOMMENDATIONS:**

1.1 That the recommendations in paragraphs 2, 3, 4 ii), 5, 8 ii), 9 & 10 be considered.

**2. 20mph speed limit Henson park:**

Please see paper attached from Cllr M Wale and notes from SC website.

[See attached report 2023/27 \(a\) 2.](#)

**Please can members consider Cllr Wales report and decide if they wish to pursue this recommendation with Somerset Highways.**

**3. A local resident request:**

An additional speed reduction measure has been requested on Snowden following the recent serious crash.

The specific suggestion is to install a speed indicator device (SID)

Somerset Council state that a SID has to be paid for and installed by a Town or Parish Council, If the town council approve a recommendation of looking into a SID or other traffic calming measures for Snowden, the town clerk would then formally approach highways at Somerset Council.

[See 2023/27 \(a\) 3 SID Guidance and Memorandum document attached.](#)

**Please can members consider if they wish the Town Clerk to approach Somerset Highways to evaluate additional speed calming measures on Snowden hill approaching the town**

**4. Task and Finish Groups:**

**i) Clare House:**

To set up first meeting of the task and finish group looking at the for Clare House lease as the current lease has expired.

**ii) Cemetery Land:**

To set up a Task and Finish Group Following a valuation of land and possible other areas for new plots to discuss how to progress obtaining additional plots at the cemetery and the maintenance of the chapels.

**5. Chard United Football club:**

The Town Council have had a request from Chard United representative Steven Scriven to extend the proposed lease from 5 – 20 years for the plot of land they will build permanent changing rooms on. This will allow them to gain the funding for the changing rooms as a 5-year lease is not long enough to gain the funding – this funding is from the Football federation

I have spoken to our Solicitor Every's and they are able to draft a new 20-year lease if the council approves this

**Please can members consider recommending to to full council on 17<sup>th</sup> July the proposal of a lease extension to 20 years**

**6. Insurance inspection:**

A recent external inspection by the council's insurers has confirmed our checks such as health and safety inspections are suitable and in good order. However, the Fire Risk assessment has 2 outstanding areas

**i) Windows of the Town hall and Door to the clock tower**

The insurance inspector asked for these to be looked at

I have spoken to the local conservation officer and will submit a pre planning advice notice and he will come and look at these areas – he has suggested simple solutions as the Guildhall is a Grade 11 listed building that will satisfy the risk assessment in line with the buildings status and will confirm this at his inspection following the submission of the pre planning advice notice

**ii) Clock Tower**

The inspector said that we are not insured due to the confined space to allow anyone other than staff or a contractor on essential maintenance to go up the stairs to the clock, so previous tours we have had in heritage week are no longer allowed in the future in the clock tower

**7. New Operations Manager - update on recruitment process:**

Kevin Dyer has been successfully appointed and will commence in post in August 2023. Kevin comes with considerable management experience, significant transferable skills and a recent background in horticulture.

**8. Cemetery:**

**i) Land valuation:**

The land valuation of the jointly owned plot with Tatworth and Forton Parish Council will be completed by September 2023

CDS our advisors have done the preliminary work identifying where plots can be placed.

A pre planning application will be submitted based on then CDS report

**ii) Chapel maintenance works:**

Council have an EMR budget set aside to complete these works. To commence these works a minimum of 3 tenders are required. The anticipated cost of these works will be between £20,000 and £40,000

**Please can members consider giving the Town Clerk delegated authority to initiate progressing the Chapel works, starting with the tendering process.**

**9. Chat bench:**

On Monday 14th November 2022 The Council agreed at Full Council Meeting:(2022/85 MOTIONS (d)) to support a Chat bench in Chard following a proposal by Cllr Richter. To compete this resolution permission is required from Highways, Somerset Council to put a 'Chat Bench' sign on a bench in the High St. as they own these benches.

**Can members consider the proposal to seek permission from Highways, Somerset to locating a designated 'Chat Bench' in Chard High St. and erecting a 'Chat Bench' sign. Maximum cost for the sign will be £50**

**10. Allotments:**

Proposed Rent increase.

[See attached document with suggested increase. 2023/27 \(a\) 9.](#)

**Can members consider the proposed new allotment rent for commencement in October 2024.**



## **2023/27 (a) 2: REQUEST FOR A 20MPH SPEED LIMIT FOR HENSON PARK CHARD.**

A recent serious accident occurred in Henson Park involving a nine year old child. Whilst this may not have involved excessive speed it has concentrated local concern in relation to traffic and speed through this large Estate.

It should be noted that along the length of Henson Park and part of Great Western Way there are two large grassed areas, one containing the younger children's play Area and the other the Skate Park. These are used for play by many children

Both these areas are owned and maintained by Chard Town Council.

The Road is partly restricted for parking and is a bus route.

There is large traffic movement as this is a cut through to avoid Chard Town Centre and gives access to the A358 and Taunton and the M5.

I have put in a request to Somerset Council to consider Children's play area signs at both ends of the road.

As I understand the legislation to request a 20 MPH speed limit to be enacted has to come from the Parish/Town Council.

Also the Town Council would be responsible for the cost.

It should be noted that the adjoining road, Fairway Rise, is designated a 20MPH zone for the safety of children attending Avishay's School.

There has also been a request for railings on parts of the grassed play areas but that would be a separate matter for the Town Council to discuss.

I would ask that this matter be put to the Town Council for their consideration as soon as possible.

Martin Wale

Jenny Kenton

Somerset Councillors Chard North

### **Funding – From SC website**

**We do not have a specific speed limit fund. Some communities and parish councils can apply where the change does not qualify for Local Transport Plan (LTP) funding.**

**Providing speed limits comply with the DfT guidelines, do not conflict with LTP objectives and the parish councils meet the full costs, there is no reason why new limits should not be introduced.**

**If you would like a speed limit changed, please contact your Parish Council to discuss. If the Parish Council agrees with your concerns, in the first instance the Parish Council Clerk or representative will contact Somerset Council. If a speed limit is changed by Somerset Council, the Police will be included in the statutory consultation and must be in support of the proposals**





## **Community Speed Indicator Device & Vehicle Activated Sign Guidance**



**Speed indicator Device (SID)**



**Vehicle Activated Sign (VAS)**

## **Background**

The County Council is no longer able to provide a service installing temporary Speed Indicator Devices (SIDs) on behalf of local communities. However, it does appreciate the value of the devices for communities to help them deal with speeding and road safety concerns. This guidance is aimed at helping local councils understand what they need to do if they want to buy and operate a device for themselves.

SIDs are a type of Vehicle Activated Sign (VAS), and reference to both SIDs and other VAS are included within this guidance, as some communities may want to look at installing a VAS to alert road users to a hazard within their area, such as a bend or junction. These do however tend to be a permanent installation, and their use is restricted to sites with a significant road safety concern. Permanent SID installations can also be considered if there is a significant speed and road safety concern at a site.

As the Highway Authority the County Council must ensure that activities occurring on the highway under its control happen in a safe and managed way. There are legal responsibilities, and a duty of care to road users and installers, which are associated with the placing of such devices on the highway and therefore this cannot be a casual arrangement. There are also risks involved with working near busy roads where the speed of traffic is a concern, requiring the County Council to safely manage such work on the highway. This document sets out the processes to enable a community, through their local council, considering using such devices to do so in conjunction with SCC in a safe and legal manner.

## **Processes and Information**

If there is a recognised concern about speeding traffic locally the starting point is to discuss this with our Traffic Management team, as a SID may not be the most appropriate solution. The team will look at the concern and offer professional advice. The traffic management team can be reached via email [trafficmanagement@somerset.gov.uk](mailto:trafficmanagement@somerset.gov.uk) or call 0300 123 2224.

In some instances, it may be that additional speed enforcement may be also appropriate, and this can be discussed with Avon & Somerset Police who are responsible for this, to see if further enforcement can be prioritised.

A Community Speed Watch scheme may also be worth considering. These are run by the Police. For more information see <https://www.avonandsomerset.police.uk/apply/community-speedwatch/>

If, in consultation with the Traffic Management team, a SID is the most appropriate solution, then the proposed locations for SID use can be assessed by the team, with your help.

For advice about the various SIDs, and other devices permitted to be used in the County please contact the Transport Data team at [transportdata@somerset.gov.uk](mailto:transportdata@somerset.gov.uk)

Once the above has been determined, then we would enter into a memorandum of undertaking with you. This would formally record information on the type of device and the locations agreed for it to be used.

## **SID Considerations**

### **What type of SID are we allowed?**

Any SID used on the highway network must comply with current guidance. The County Council prefers the use of SIDs that display the posted speed limit when activated, and these can be supported by slow Down or Your Speed messages.

However, we are now prepared to accept devices displaying the actual vehicle speed; up to a limit of no more than 10 miles per hour above the actual speed limit. Other options including messages such as 'smiley face, thank you and thumbs up' will also now be accepted, but before acquiring a device please contact us as above to discuss the one being considered.

We are not able to allow the use of AutoSpeedWatch devices, as these are not currently supported by Avon and Somerset Police.

AutoSpeedWatch is a device which automatically records speeding vehicles and was designed as an aid to Community Speed Watch (CSW) schemes.

### **Who would own the sign?**

The Parish/Town Council would need to purchase the device and would therefore own the equipment. However, its use would be limited to those sites previously agreed with SCC.

### **How much does a SID cost?**

Depending on manufacturer between £2.5k and £3.5k (including data collection facility – highly recommended). Parish/Town Councils may decide to 'share' the purchase cost and operation of a SID with adjoining parish/town council(s). They could also pay for a contractor to install the device as long as the installers are trained and appropriately insured. The agreement process allows for this.

### **Device considerations**

Key issues are a guarantee, brackets, batteries, and battery charging. The weight of the device needs considering for manual handling risks to be considered. Also, that the device collects data. Blue-tooth connectivity is also sometimes available.

### **Installation and removal**

To install/remove a SID on the highway (including grass verges and footways) the person must be qualified to Chapter 8 of the Traffic Sign manual signing, lighting and guarding, requirements and accredited to

work on the highway. This training will need to be kept up to date, so may need repeating after a period, check with the training organisation. There may already be a person within your community with these qualifications who may be willing to volunteer to install/remove the SID. It would also be worth ensuring that the installers are aware of the risks of manual handling SID devices.

### **Is training available and how much does it cost?**

There are several suitable training courses available locally. The cost for Chapter 8 training can be between £300-£500 per person.

### **Who is responsible for any repair to the device?**

The Parish/Town Council would be responsible for all repairs as the device is owned by them. Whilst the device is under warranty, faults with it may be covered by the manufacturer.

### **Does the Parish/Town council need any insurance?**

Yes – you will need public liability insurance and employer's liability insurer to cover the installer(s), £5,000,000 is recommended. You are also strongly advised to insure the SID against theft and vandalism. This level of insurance is required as operating on the highway does involve risks, particularly as the locations proposed have been identified by the community as having speeding concerns already with a potential for an increased risk of collisions occurring.

### **Do installers need to wear specialist clothing – i.e. reflective jackets?**

As part of the requirements to work on the highway the installer(s) will need to wear the current standard personal protective equipment (PPE) - i.e. reflective jacket etc. suitable for the speed of the road. The specification for this PPE will be included as part of the Chapter 8 training and is available for purchase at various suppliers.



### **Can we install our own SID wherever we want and are there any restrictions on installation times?**

SIDs can only be installed at locations agreed with SCC and are subject to the current policy restrictions regarding installation periods – i.e. they may only be installed for a maximum of two weeks at any one location and may not be returned to that location within a month of its removal date. Moving the device gives motorists the sense that speeds are being actively monitored in the area, as it would appear in different places and accord with best practice for such equipment. Studies have shown that SIDs are most effective at reducing speeds when used for these short periods.

### **Can we have additional locations to those we already have?**

Yes – additional suitable locations can be agreed with SCC, this would need discussion with the Traffic Management team, and the agreement updated.

### **What happens to the information/data we collect with our own SID?**

The information from the device can generate reports for the parish/town council (check with the manufacturer), it could then be shared with other interested parties (SCC, Police, County Councillors). Unfortunately, we are not currently able to transfer the data into our transport data database.

### **Can we install a SID at a location permanently?**

The installation of any SID's (or other VAS) of a permanent nature would need discussion with the Traffic Engineering Team, the use of such devices are generally only supported where there is a record of injury collisions. Such devices are more complicated and expensive as they often require power and a communications system to monitor them.

### **Where can SIDs be installed?**

The devices can be mounted on posts in the verge on the highway, as agreed with the Traffic Engineering team. Some lighting columns may be approved, but the traffic engineering team would liaise with the

appropriate team within SCC to check this. Other street furniture is unlikely to be supported.

**Can the Parish/Town Council install their own posts?**

Yes, but not easily. The parish would be required to seek approval and licences from the Highway Authority if the posts are to be installed on the public highway. SCC can install posts as the Highway Authority, but all associated costs would be recharged to the Parish Council. Each new post will currently cost £200.

**August 2020 (V4)**

# Appendix 1 – Example of MoU agreement

(DATED \_\_\_\_\_ 2020)

SOMERSET COUNTY COUNCIL (1)

- and -

●●●●● (2)

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## **AGREEMENT**

relating to Section 72 Road Traffic Regulation Act 1984 for the retention of Speed  
Indicator Devices on the public highway

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Somerset County Council

The Crescent

Taunton

Somerset

TA1 4DY

## AGREEMENT

DATED \_\_\_\_\_ 2020

### **BETWEEN:**

- (1) **SOMERSET COUNTY COUNCIL** of The Crescent, Taunton, Somerset, TA1 4DY (the "County Council") and
- (2) **THE PARISH OR TOWN COUNCIL NAMED IN SCHEDULE 1** ("Parish/Town Council")

### **WHEREAS:**

- (A) The County Council is by virtue of the Road Traffic Regulation Act 1984 the local traffic authority for the County of Somerset.
- (B) The Parish/Town Council wishes to enter into an Agreement for the purposes of retaining on or near any road, one or more SID (Speed Indicator Device/s) for the purpose of alerting drivers to a hazard associated with inappropriate speed on highways within the Parish/Town Council's area.
- (C) This Agreement is made pursuant to Section 72 of the Road Traffic Regulation Act 1984 and sets out the conditions upon which the County Council grants the Parish/Town Council permissions as permitted under the Regulations for the installation of the SID.

**IT IS AGREED** as follows:

### **1. INTERPRETATION**

#### **1.1 In this Agreement:**

- 1.1.1 unless the context otherwise requires the following expressions shall have the meanings respectively set opposite thereto:

**"Agreement"** means this agreement together with any schedules or appendices annexed thereto;

**"Approved Location"** means a location approved by the County Council in writing following the application of the Council's Assessment Criteria and marked on the Plan;

**“Approved SID”** means a Speed Indicator Device which fully meets the Council’s assessment criteria and is thereby authorised for installation on the public highway;

**“Assessment Criteria”** means the criteria for assessing the location and suitability of a SID as issued by the County Council from time to time;

**“Plan”** means the plan annexed hereto at Schedule 2 showing for the purposes of identification the location of the Approved SID;

- 1.2 In this Agreement where the context so admits
- 1.2.1 words denoting the singular shall include the plural and vice versa words denoting the masculine gender shall include the feminine gender and vice versa.
  - 1.2.2 reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and any orders or regulations under such provisions.
  - 1.2.3 reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule to this Agreement and references to a sub-Clause shall be deemed to be references to a sub-Clause of the Clause in which the reference appears.
  - 1.2.4 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

## **2. SID (Speed Indicator Device) installation**

- 2.1 The Parish/Town Council shall only purchase a Device of a type and design approved in writing by the County Council.
- 2.2 The Device shall be installed at the Approved Locations by the Parish/Town Council as authorised in this agreement by an officer of the County Council.
- 2.3 The Parish/Town Council shall not at any time attempt to access move or alter any apparatus to which the Device is affixed.
- 2.4 The Parish/Town Council shall be responsible for the cost of repairing and maintaining the Device in accordance with any instructions issued from time to time by the County Council.

- 2.5 If at any time the Device becomes a nuisance or danger to users of the highway or to any other person including adjoining landowners, the County Council retains the right to remove it forthwith.
- 2.6 The Parish/Town Council shall not move, re-position or re-locate the Device outside of the approved locations without the prior written permission of the County Council.
- 2.7 The Parish/Town Council hereby indemnifies to the maximum extent permissible by law the County Council against any action, loss, cost, claim or proceeding arising from the installation, operation or maintenance of the Device except where such action, loss, cost, claim or proceeding arises from the County Council's negligence.
- 2.8 The Parish/Town Council shall throughout the term of this agreement at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- 2.8.1 public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
- 2.8.2 professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the deployment of the Device hold and maintain appropriate cover if so specified in Schedule 1 hereto.

### **3. Device Maintenance/Removal**

- 3.1 The Parish/Town Council shall ensure that any operations involved in the use or maintenance of the Device comply with health and safety procedures.
- 3.2 The Parish/Town Council shall ensure the appropriate training, health and safety of any employee, volunteer or contractor engaged on its behalf to carry out any works or operations under this Agreement.
- 3.3 The Device shall remain the sole responsibility of the Parish/Town Council and the County Council shall not accept responsibility for any damage to the Device or interference with such however caused.

### **4. Termination**

- 4.1 The Agreement shall be terminable without fault by either party upon three months written notice being given by one party to the other at the addresses either recorded in this Agreement or as otherwise notified in writing by one party to the other.

- 4.2 The County Council may terminate this Agreement without notice if:
  - 4.2.1 The Parish/Town Council fails to comply with any of the conditions specified in the Agreement.
  - 4.2.2 The Parish/Town Council ceases to use or has abandoned the Device or intends to do so.
  - 4.2.3 The County Council as Highway Authority considers the withdrawal necessary for the purpose of the exercise of their powers and duties as Highway Authority.
- 4.3 When the Agreement terminates the County Council may:
  - 4.3.1 Remove the Device and reinstate the highway and recover from the Parish/Town Council the expenses incurred in so doing; or
  - 4.3.2 If satisfied that the Parish/Town Council can, within such reasonable time as the County Council may specify, authorise the Parish/Town Council at the Parish/Town Council's expense to remove the Device and reinstate the highway.
  - 4.3.3 All notices in connection with this Agreement shall be served upon the addressees of the recipient cited at the commencement of this Agreement or such other location as is notified by the receiving party for the purpose.

## **5. General**

- 5.1 Nothing in this Agreement shall be interpreted as constituting a partnership or any agency between the County Council and the Parish/Town Council.
- 5.2 This Agreement is made and shall be construed under the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of )

SOMERSET COUNTY COUNCIL )

)

Name of authorised signatory )

Signed for and on behalf of )

[PARISH/TOWN COUNCIL] )

)

Name of authorised signatory )



## **SCHEDULE 1**

### 1.1 AGREEMENT DETAILS

1.2	Parish/Town Council Name:	
	Parish/Town Council postal address:	
	Name and address of Chair:	
	Name and address of Vice Chair (if applicable)	
	Name and address of Clerk	

### CLAUSE ACTIVATION

Does Clause 2.8.2 apply to this Agreement?	YES	NO
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## **SCHEDULE 2**

Plans

### **SCHEDULE 3**

Device details



## Amenities & Events Committee

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**Date:** 10<sup>th</sup> July 2023

**Title:** Events Officer's Report

**Purpose of the Report:** To provide Members with an update on events planned within the Guildhall and other related projects

**Contact Officer:** Tim Bickham ([tim.bickham@chard.gov.uk](mailto:tim.bickham@chard.gov.uk))

### 1.0 RECOMMENDATIONS

1.1 That the recommendations in 3.1 and 3.2 be considered.

#### 2.0 Culturally Chard

The Culturally Chard consortium continue to meet on a monthly basis and a key discussion at the moment being the sustainability of Culturally Chard, with the project and funding ending in March 2024. The consortium has expressed they wish to embed certain projects, namely Spring Festival and HODS going forward and there is a need to bring in organisations to grow the consortium and explore funding opportunities. Expressions of interest will be asked of and the Museum is hosting and coordinating a HODS meeting on 12<sup>th</sup> July, with the view to see what organisations wish to put on a HODS event and how the festival period will look across the town generally.

#### 3.0 Guildhall Bookings

Supplementary to existing regular hirers, the Guildhall has secured income from the following since date of last meeting.

<b>Booking Name</b>	<b>Date</b>
Blackdown Acapella annual show	20/05/2023
Southend Mews Ltd. AGM	03/06/2023
Belly Dance Hafla	10/06/2023
CLOKS rehearsals and shows	18/06/2023-02/07/2023
Bernie Scott Medium night	20/06/2023
3Dimensions presentation	03/07/2023
Golden Oldies event	06/07/2023
Private party function	09/07/2023

The remainder of July appears a busy month in the Guildhall, with CLOKS, the Popular Fair, Chard Horticultural show and Cinechard's family film all taking place in the auditorium across 3 consecutive weekends. The Caretakers have been working hard and managing well to support the bookings and we have been receiving positive feedback from hirers to this effect.

### 3.1 Guildhall hire charges

It is recommended that the hire charges and the cancellation notice periods for the hire of Guildhall rooms be reviewed. The reasoning for this is:

- 1) So that the cost of hire is financially viable to the council, taking in to consideration the building's increasing energy costs, and the cost of Caretaker time.
- 2) The new charges and cancellation process have been simplified from the hirers point of view, as well as from an administration point of view.
- 3) The changes put forward are minor and should not impact on current hirers, as they are more applicable to one-off events and functions.

**Please see the tables in the associated document, in particular the highlighted areas and please can members consider the new charges be implemented with immediate effect.**

### 3.2 Guildhall terms and conditions of hire

The hirers terms and conditions have undergone some changes. This is partly to introduce the change in cancellation notice periods, but also some general updates.

**Please can members review and consider the associated document so these changes be published.**

### 4.0 Comedy nights

The promotion of the forthcoming comedy nights on 15<sup>th</sup> July and 23<sup>rd</sup> September has been ongoing since the end of May. This has involved a leaflet drop to 4,000 houses in Chard. Posters distributed to businesses in Chard, Crewkerne, Axminster, and Ilminster, as well as neighbouring villages. Social media and website coverage, including a competition for tickets. Radio coverage with the promoter. Leaflets also made available at events/bookings at the Guildhall in the lead up to the event.

### 5.0 Community Plan

The community plan has reached a pivotal point. The steering group will shortly be looking at the Action Plan, whole report and executive summary to ensure the accuracy and intentions of these documents are satisfied. This can then be taken to the next Full Council meeting. Beyond this there is a need to raise awareness to the public and businesses etc. of completion of survey, report and action plan, ideas of which are to be developed. Also, to be discussed is how to ensure the ideas are followed up once the steering group disbands.

### 6.0 Town Criers Competition

The Town Crier competition took place on Saturday 24<sup>th</sup> June, which saw entries from 16 Town Criers from across the country. There were prizes for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place, as well as several other categories, with the event being won by Mark Wylie from Calne. Overall the event, which included lunches in the Town Hall for the Town Criers, Consorts and judges, was very successful and there was good footfall in the town. A post event review and

photographs have been passed to the Chard & Ilminster and the Leveller. Saturday 29<sup>th</sup> June 2024 is the date that has been marked for next year's competition.

### 2023/27 (b) 3.1 GUILDHALL PROPOSED RATES – JULY 2023

<u>Room/Area for Hire</u>	<u>Previous rate</u>	<u>Proposed rate</u>
<b>Subject to a minimum 2 hour hire charge for the event + 15min setup/pack away depending on requirements</b>		
<b>Auditorium including café</b>	£22.00 per hour Monday to Friday 8am to 7pm £27.50 per hour before 8am & after 7pm Monday to Friday £27.50 per hour Saturday & Sunday	No change
<b>Auditorium including café and stage</b>	No previous rate	£37.50 per hour at all times
<b>Use of screen (when hiring auditorium)</b>	£20.90 per hire	No change
<b>Subject to a minimum 1.5 hour hire charge 9am to 5pm Monday to Friday and a minimum 2 hour hire charge outside of those hours</b>		
<b>Kitchen</b>	£6.60 without cooking £42.90 Inc. use of cooking	£8 per hour (maximum £32 per booking)
<b>*Café Area (excluding auditorium/kitchen)</b>	£8.80 per hour Monday to Friday 8am to 7pm £11.00 per hour before 8am & after 7pm Monday to Friday £11.00 per hour Saturday & Sunday	No change
<b><i>*Please note the kitchen and café areas are only hireable independently when there is no booking in the auditorium. A booking may be cancelled up to 4 weeks prior to an event if an alternative hirer requests the use of the auditorium.</i></b>		
<b>Bondfield Room</b>	£8.80 per hour at all times	No change
<b>Town Hall</b>	£11.00 per hour Monday to Friday 8am to 7pm £13.20 per hour before 8am & after 7pm Monday to Friday £13.20 per hour Saturday & Sunday	No change
<b>Mayor's Parlour</b>	£8.80 per hour Monday to Friday 8am to 7pm £11.00 per hour before 8am & after 7pm Monday to Friday £11.00 per hour Saturday & Sunday	No change



**Previous cancellation fees:**

Notice period	% payable of booking charges
More than 6 months prior to event	0%: No charge
More than 4 weeks prior to event	10%
2 - 4 weeks prior to event	20%
1 - 2 weeks prior to event	30%
1 - 7 days prior to event	50%
On the day	90%

**Proposed cancellation fees:**

Notice period	% payable of booking charges
30 days or more	0%
15-29 days	50%
14 days or less	100%



## Chard Town Council @ the Guildhall

### Terms and Conditions of Hire

#### GENERAL TERMS AND CONDITIONS

1. "The facilities" means the premises and/or the equipment/cutlery etc, belonging to Chard Town Council that the hirer has booked for the hire either on Chard 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.
3. All bookings in the auditorium must have a minimum hire time of 2 hours, or 1.5 hours in all other rooms. Bookings must 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.**

All hires are to include a minimum 15 minute setup/pack away time on top of the event time depending on setup requirements.

Any additional details should be provided and include stipulation of equipment needed such as the "tower used to erect stage lighting" etc. A floor plan for table and chair layout, including maximum numbers to attend must be agreed with Chard 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. An additional charge will be made for caretaker cleaning time, after the event finish time, that is in excess of 1 hour for any hire not including a bar/alcohol or 2 hours for an event which includes a bar/alcohol.
6. **If there is to be alcohol at the event it is the hirer's responsibility to contact the licence holders. In addition, the appropriate box on the confirmation form must be ticked.** Hirers are not permitted to supply alcohol at any event through their own licence or Temporary Event Notice.

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, as below:

Notice period	Charge
Over 30 days	0%
15-29 days	50%
Less than 14 days	100%
Hire charges are reviewed annually and may be subject to change	

9. While Chard Town Council will take every care to ensure that the facilities are available as booked, it reserves the right to amend or cancel bookings as a result of circumstances or 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 Guildhall at any time shall be:

<b>Auditorium</b>	<b>300*</b>
<b>Town Hall</b>	<b>60*</b>
<b>Mayor's Parlour</b>	<b>12*</b>
<b>Bondfield Room</b>	<b>6</b>

***\*Please the capacity may be reduced depending on the layout of the room. Please contact us to discuss prior to booking.***

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 be supervised at all times.**

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 Chard 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 must 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 be kept clear at all times.** 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 Main Auditorium through cafe onto Howards Row
  - Exit from Main Auditorium through lobby next to stage on to Howards Row.
  - Exit from stage left onto Commercial Row
  - Exit from stage right onto Commercial Row
  - Exit from foyer through lift lobby, up first section of escape stairs, onto Howards Row
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. All recyclable goods are to be removed at the end of the hire.
23. A qualified supervisor must be in attendance during all activities where the hiring organisation is a youth group.
24. No naked flame whatsoever, including but not limited to candles, tea lights etc shall be permitted anywhere in the building.
25. No animals, except registered assistance dogs, shall be permitted in the building without prior written approval from Chard Town Council.
26. In the event of a breach of these conditions Chard Town Council reserves the right to cancel bookings and curtail or close events in progress.
27. The Hirer undertakes to ensure that all stewards are fully aware of these regulations and their delegated responsibilities and to carry them out rigorously.

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 groups behalf.

## Terms and Conditions of Use of Guildhall Kitchen and/or Pantry

### Cleaning and Hygiene Procedures

28. 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.

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.

Please note: The chopping boards are colour coded according to their usage. Only use the colour chopping boards according to the following usage list:

<u>Kitchen</u>	<b>Red:</b>	<b>Raw Meat</b>
	<b>Green:</b>	<b>Salad/Fruit Products</b>
	<b>Brown:</b>	<b>Vegetable Products</b>
	<b>Yellow:</b>	<b>Cooked Meats</b>
	<b>White:</b>	<b>Bakery and Dairy Products</b>
<u>Pantry</u>	<b>Blue:</b>	<b>Meat/Meat Products</b>
	<b>White:</b>	<b>Non-Meat</b>

Food **MUST NOT** be left in the Kitchen/Pantry

29. On hearing the fire alarm, please vacate the building via the nearest fire exit. On exiting the kitchen, press the red buttons on the left in the corridor to cut off the gas and electricity supplies to the kitchen.

30. Only authorized persons are allowed in the kitchen, please refer to the member of staff on duty. No children under the age of 14 are permitted in the kitchen area. Children between the ages of 14-18 should be supervised at all times and a full risk assessment must be undertaken. The counter hatch is to be closed at all times.

31. The member of staff on duty is allowed 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

32. It is the responsibility of the hirer to ensure that food is prepared and served in a hygienic way.
33. 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.
34. No Deep Fat Frying equipment shall be permitted anywhere in the building.

### Additional Regulations for Discos, Dances Music Concerts and Performances

35. There must be sufficient stewards on duty at all times; the number to be agreed with Chard Town Council according to the number of people expected at the event and the type of event.
36. It is the responsibility of the Hirer to supply the names and addresses of Stewards to Chard Town Council, no later than 14 days before the event. Failure to do so could result in cancellation of your booking without notice. The Stewards must report to the caretaker on duty at the start of the event.
37. The number of Fire Wardens is to be agreed with Chard Town Council according to the number of people expected and the type of event.
38. No member of the public/guests shall be admitted until all stewards are present.
39. Stewards must remain until all public/guests have vacated the building to the caretaker's satisfaction.
40. A Steward must at all times be present at the main front doors. A Steward must at all times be present by the side fire doors in the main hall. A Steward must be aware at all times and ready to monitor the door to the lift lobby on the ground floor should it be necessary.
41. No person under the influence of drink or drugs shall be admitted and refusal to right of admission can be imposed.
42. The Hirer is liable for a surcharge if the premises are left in an exceptionally dirty condition.
43. Hirers are responsible for any damage to the building that occurs during the hiring period.
44. Charges will be as determined by the Council and will be changed from time to time.
45. At junior discos the upper age limit of dancers is to be 16 years and no alcoholic drinks are to be brought into the premises.
46. Only upon full approval and conditions of use from Chard Town Council can the pyrotechnics or effects be used during a performance. If a Hirer wishes to use any pyrotechnics, smoke effects or any other smoke-producing device during their performances, they must advise the Council **no later than 4 weeks** prior to the first event.
47. Hirers are obliged to **supply full details of the effects to be used**, i.e. manufacturer, model, the way in which they will be utilised and clarification that the person operating them is qualified to do so, along with a Risk Assessment for the Council's approval.

48. Should a hirer wish to make use of drapes, scenery or set not included in the facilities provided, it is their responsibility to ensure that the Council is supplied with relevant fire certificates **no later than 4 weeks** prior to the first show and that any paint used is fire retardant.
49. No lasers, strobes or other form of high intensity lighting equipment should be installed or used without prior approval. Hirers are obliged to advise the Council no **later than 4 weeks prior to the first performance** and must supply full details of the lighting to be used along with a Risk Assessment for approval.

#### **Regulations for Discos, Dances, Music Concerts and Performances and Parties for Minors**

50. It is important that you have a sufficient number of 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.
51. No alcoholic drinks are to be brought into the Guildhall. All alcohol at your event must be arranged via the Licence Holder at the Guildhall. Registered Door staff will be required, to be agreed and arranged with the licensee.
52. We reserve the right to have bags checked and to eject persons from the premises along with anyone accompanying that person.
53. 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.

## **EMERGENCY PROCEDURES PUBLIC EVACUATION NOTICE**

### **TO BE READ OUT AT EVERY PUBLIC EVENT**

Unless you have been advised of a fire drill taking place during your event you must assume that the sounding of the fire alarm, a continuous two-tone sound, indicates the need for you to leave the building. The sections below outline the fire escape routes for each area of the Guildhall. The assembly point for all areas is to the front of the Guildhall in Fore Street. It is your responsibility to ensure that those attending your event are aware of these procedures.

The fire warden (s) you have to appoint must ensure that the area you have hired is cleared promptly and all your attendees go directly to the assembly point without any diversion to collect personal belongings. The lift is not to be used. Once the area is cleared the warden(s) must report this to the Caretaker stationed at the main front doors.

Should we need to evacuate the building please leave by the following routes:

#### **MAIN AUDITORIUM**

Fire exits are located at both ends of the main auditorium. One leads through the cafe area, the other through the foyer between the cafe and the stage. Both of these exit into Howards Row, access to the assembly point is via the archway to the right as you leave the Guildhall.

The alternative fire escape route is via the main front doors.

#### **CAFE AREA**

Leave via the fire exit located in this area, into Howards Row access to the assembly point is via the archway to the right as you leave the Guildhall.

The alternative fire escape route is via the main front doors.

#### **BALCONY (IF IN USE)**

The fire exit is at the rear of the balcony, clearly marked to the side of the entrance doors. This leads to the escape stairway and out to Howards Row, access to the assembly point is via the archway to the right as you leave the Guildhall.

The alternative fire escape route is via the main front doors.

#### **STAGE & DRESSING ROOMS**

The fire escape route for these areas are to the rear of both areas. These exit to the rear of the Guildhall, access to the assembly point is via Howards Row and through the archway.

The alternative fire escape route is via the route shown for the Auditorium or the main front doors.



## **TOWN HALL**

The fire exit for the Town Hall is either via the door on the left-hand side facing the front of the room or via the main staircase to the reception area to the main glass doors.

## **MAYOR'S PARLOUR**

Use the staircase outside of the entrance of the room to the ground floor turning left at the bottom and then through the door into the main foyer and exit via the glass doors to the assembly point in Fore Street.

DRAFT

**Date:** 10<sup>th</sup> July 2023

**Title:** Electronic Payment for the Guildhall

**Purpose of the Report:** To provide members a cost benefit analysis of 3 different providers of electronic payment

Benefits of Card Machines:

**Increased Sales:** By accepting card payments, businesses can cater to a wider range of customers who prefer electronic transactions. This can potentially lead to increased sales and revenue.

**Convenience for Customers:** Card machines provide a convenient and familiar payment method for customers who prefer not to carry cash. They can simply swipe, dip, or tap their cards to make payments, eliminating the need for cash or checks.

**Faster Transactions:** Card machines can process transactions quickly, reducing waiting times and improving overall customer experience. This is particularly beneficial for businesses with high transaction volumes or during peak hours.

**Improved Security:** Card machines incorporate security features such as encryption and tokenization to protect sensitive cardholder data during transactions. This helps reduce the risk of fraud and provides customers with a secure payment method.

**Detailed Transaction Records:** Card machines generate detailed transaction records, which can be beneficial for businesses to track sales, reconcile accounts, and simplify financial reporting.

### 1. SumUp:

**Cost of card reader/device:** A one-time purchase fee £39 - £149. SumUp Solo and printer (£139) -other options available

**Transaction fees:** A percentage of each transaction amount 1.69%

#### **Benefits of SumUp Solo and printer**

Printing facility for receipts

Accept all major payment types from chip & PIN and contactless to Google Pay and Apple Pay.

All-in-one

Do more than just take payments with the option to View your transaction history, issue refunds and enable smart tipping directly on the device.

Wi-Fi connectivity -free, unlimited data sim

No monthly fees or additional costs.

### 2. Stripe:

**Cost of card reader/device:** A one-time purchase fee (£49 - £179) BBPOS WisePOS E (179.00) -other options available

**Transaction fees:** 1.5% + £0.20 per transaction.

No setup or monthly fees.

Additional fees: Stripe may charge extra for certain features or services, such as recurring billing or fraud protection.

Benefits of **BBPOS WisePOS E (179.00)**

Chip, swipe, and contactless payments

Ability to collect input on-screen

Plug-in or battery powered

Wi-Fi connectivity

Mobile, desktop, and server-driven integrations

3. Paydough:

Pay as you go tariff -2year rolling contract

Cost of card reader/device: £16.00 per month (£19.29 with charging base) PAX-A920 pro

Transaction fees: Credit/Debit cards 0.99% -Rates may vary based on payment type.

No setup or monthly fees, but additional services may have associated costs.

Benefits of **PAX-A920 pro**

Payments in person, Contactless, Mobile wallets & Payments over the phone

Wi-Fi connectivity-Optional mobile sim

Paydough.me virtual terminal- take payment regardless of where the card terminal is.-less than 20 transactions per month no additional cost.

Overview based on recommended devices

	Sum-up	Stripe	Paydough
Device	£139.00	£49.00	£384 (£462.96)
Fee per transaction	1.69%	1.5% + 20p	0.99%
Fee per £10.00	0.169p	0.35p	0.099p

Chard Town Council would need to take approx. 3500 transactions over 2 years to make Paydough as cost effective as Sum-up – or 4,628 at the higher price (to include a charging base)