



# Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288  
council@leighonseatowncouncil.gov.uk www.leighonseatowncouncil.gov.uk



Chairman: Cllr Carole Mulroney  
Vice Chairman: Cllr Helen Robertson  
Town Clerk: Paul Beckerson

MINUTES OF A MEETING OF COMMUNITY FACILITIES COMMITTEE  
HELD ON 6<sup>TH</sup> DECEMBER 2016  
AT LEIGH COMMUNITY CENTRE, 71-73 ELM ROAD, LEIGH-ON-SEA

Present: Cllrs: Carole Mulroney (Vice Chairman), Valerie Morgan, Declan Mulroney, Ron Owen, and Helen Robertson

In attendance: Mary Lister (Artist in Residence) during Min 51, Cllr Jill Healey, Paul Beckerson (Town Clerk)

***The meeting opened 7.30pm***

51. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed Mary Lister (Artist in Residence) and members to the meeting. Mary gave a résumé of her work to date including the Community Art Work Project on the Wesley Church Hoardings and her classes at the LCC, ideas relating to the development of exhibitions on the Art Wall. Her main interest is community projects and getting people involved.

***Cllr Ron Owen joined the meeting***

52. APOLOGIES FOR ABSENCE

Cllrs: Richard Herbert, Caroline Parker and Vivien Rosier

53. DECLARATION OF MEMBERS' INTERESTS

***Cllr Carole Mulroney declared a non-pecuniary interest in matters involving Strand Wharf and Hadleigh Road Bus Shelter as a Borough Councillor***

***Cllrs Carole Mulroney and Declan Mulroney declared a non-pecuniary interest in matters involving Strand Wharf as committee members of the Leigh Society***

54. APPROVAL OF MINUTES OF THE EXTRAORDINARY MEETING OF 9<sup>th</sup> NOVEMBER 2016

The minutes of the meeting of 9<sup>th</sup> November 2016 were agreed and signed by the Chairman.

55. PUBLIC REPRESENTATIONS

There were none.

<b>COMMUNITY FACILITIES</b>
-----------------------------

56. LEISURE DEVELOPMENT SUB-COMMITTEE MINUTES 14<sup>th</sup> NOVEMBER 2016 – (Appendix 1 to the Agenda)

The Committee **noted** the minutes

57. STRAND WHARF – REPORT 2631/PB (Appendix 2 to the Agenda)

Completion of lease update - still awaiting the draft TRO for the Council's consideration from SBC. The Town Clerk would pursue this.

The Committee considered the recommendations in the report and resolved as follows:

### I. Heritage Board

**RESOLVED** that the content of the Heritage Board Artwork be approved and that the Board is purchased at a cost of £555 and installed as quickly as possible.

### II. LED Lighting change to Warm White

The Council has had received a quotation for installation in the sum of £450, which meant that there would be no requirement for an additional £1,300 from the Renewals Fund and the recommendation was therefore withdrawn.

**RESOLVED** that the LED'S be purchased in the sum of £1,669 with installation at £450

### III. Strand Wharf Budget

**RESOLVED** that £2,000 be vired from the Strand Wharf Cleaning Budget (no longer required as cleaning is undertaken by SBC) to the Strand Wharf Capital budget

The statement of expenditure contained within the report as Appendix 2 has been amended and is attached as Appendix 1 to the minutes.

### 58. REVIEW OF STRAND WHARF PROJECT

**RESOLVED** that a review be undertaken of the Strand Wharf Project and that a report be brought to a future meeting of the Committee

<b>COMMUNITY CENTRE</b>
-------------------------

### 59. ART GROUP UPDATE REPORT – Cllr Vivien Rosier (Appendix 3 to the Agenda)

The Committee **noted** the report.

### 60. COMMUNITY CENTRE ADMINISTRATOR'S REPORT – (Appendix 4 to the Agenda)

The Committee considered the CCA's request regarding Grant Aid to an organisation and **RESOLVED** that the previous hire arrangement with the organisation be continued given the positive contribution of the group to the LCC.

The Committee **noted** the remainder of the report.

### 61. FACILITY MANAGER'S REPORT

The Committee **noted** the report.

### 62. REVIEW OF LCC TERMS AND CONDITIONS – (Appendix 5 to the Agenda)

The Committee reviewed the T&C and **RESOLVED** several amendments which have been incorporated and the revised version is attached as Appendix 2 to the minutes.

### 63. LORNA & LOTTIE'S ANNUAL ACCOUNTS 2015/16 – (Appendix 6 to the Agenda)

The Committee **noted** the accounts.

### 64. LORNA AND LOTTIE'S REPORT – (Appendix 7 to the Agenda)

The Committee **noted** the report.

**FINANCIAL**

65. ART WALL EXPENSES FOR FIXTURES AND LABELLING ETC.

**RESOLVED** that a budget of £460 be created for the Art Wall to be taken from the Internal Maintenance Budget and that the £45 expended be reimbursed.

66. COMMITTEE BUDGET REPORT – 30<sup>th</sup> NOVEMBER 2016 – (Appendix 8 to the Agenda)

The Committee requested further information regarding the Miscellaneous Budget which was £313.64 overspent. The Town Clerk will circulate an explanation.

67. LEIGH COMMUNITY CENTRE FINANCE REPORTS (Appendix 9 to the Agenda)

The reports were noted

68. REQUEST FOR FUNDING TOWARDS A REPLACEMENT BUS SHELTER IN HADLEIGH ROAD BY SBC

The Chairman moved suspension of Standing Order 10 (Notice of a motion must be 7 days)

The Committee **RESOLVED** to suspend Standing Order 10

**RESOLVED** that a contribution of £1,500 be offered with the proviso that the money must be used towards the replacement of the former LTC shelter in Hadleigh Road (Proposed Cllr D Mulroney, seconded Cllr Val Morgan)

***The meeting closed at 8.35 p.m.***

<b>STRAND WHARF REMAINING EXPENDITURE AGAINST BUDGET</b>						
<b>Budget as Agreed at 31/03/16</b>					<b>£</b>	<b>134,844</b>
Spend to Date 07/11/16					£	131,308
<b>Balance Remaining</b>					<b>£</b>	<b>3,536</b>
<b>Future Expenditure</b>						
In 2016/17	Heritage Board				£	555
	LED Strip Lighting				£	1,669
	Installation of LED Lighting				£	450
	Cost of SBC Cycle Stands				£	595
					<b>£</b>	<b>3,269</b>
<b>Balance Remaining</b>						<b>£ 267</b>
Vire unspent Strand Wharf Cleaning Budget 2016/17					£	2,000
<b>Balance Remaining</b>						<b>£ 2,267</b>
<b>P&amp;R 2017/18 Legal costs Budget</b>		£	3,500		£	3,213
	SBC Legal Lease Costs				£	2,600
<b>Balance Remaining</b>						<b>£ 2,880</b>
<b>Future Expenditure</b>						
In 2017/18	Valley Provincial Retention 06/17				£	2,880
<b>Balance Remaining</b>						<b>£ 0</b>
<b>Total Project cost</b>					<b>£</b>	<b>140,057</b>

## Leigh Community Centre - Terms and Conditions



Group Name/Name of Event .....

Date of event (please write various if booking one or more date) .....

Name: .....

Address .....

Email: ..... **Contact Number**.....

Signed ..... Date: .....

Please note that all contact details will be held on our booking system for the purposes of invoicing.

Please indicate how you would prefer to receive your invoice.  Email  Post

I do NOT wish to receive details of news and events being held at the Community Centre

Leigh Community Centre (the Centre) is managed as a separate concern by Leigh-on-Sea Town Council.

### General

Office opening hours are between 9.00 and 17:00 hours Monday to Thursday and 9.00 and 16.30 on Fridays. During other times the Centre will be open when events are booked, including Bank Holidays if required.

The hirer shall only be permitted to use the room(s) between the times agreed in writing with the Centre. All rooms are charged at an hourly rate, rounded up to the nearest 15 minutes.

The Council reserves the right to decide upon the area in the building where a meeting or exhibition can be held. If there is a perceived level of controversial content which some people may find unsuitable for general participation or public viewing, relevant notices must be displayed advising attendees of any such content.

The Hirer shall not use the room(s) for any purpose other than that described in the booking form and shall not sub-hire or use the room(s) or allow the room(s) to be used for any unlawful purpose. This includes the consumption or sale of alcoholic liquor. If there is any doubt regarding the authenticity or interests of the group requesting the hiring the Council reserves the right to refuse the booking.

The Council reserves the right to move a hirer to a different room.

All bookings must be paid for in advance.

Bookings	Payments & Invoicing
<p>Bookings can only be taken from people over the age of 18.</p> <p>Bookings are considered to be provisional until the Terms and Conditions Form is signed. Provisional bookings will be held for a period of 14 days. If the booking is taken in a period of less than seven days before the event, the form must be signed and full payment made by return. Any provisional booking that has not been confirmed 7 days prior to the booking time will be cancelled.</p> <p>All bookings must start and end at the agreed time. Any request for additional time at the beginning of a booking or any bookings running over the stated time on the booking form will result in additional charges. Early access to rooms is only with the express permission of the Council.</p> <p>Some bookings may require extra staffing/security to be on site, this will be discussed at the time of the booking and will incur additional costs.</p>	<p><b>Regular hirers</b></p> <p>Will be invoiced monthly in advance and sent on the 18th of the month. All invoices will state clearly that payment <b>MUST</b> be made within 14 days of the invoice date. If payments are consistently poorly managed by the hirer, the Council reserves the right to cancel existing bookings and refuse future hire.</p> <p>All invoices will be sent by either email or post, in accordance with the hirer's preference, as stated on their signed T&amp;C form. All new regular hirers will be required to pay the first months invoice in full when confirming their booking with a signed T&amp;C form. This payment will be non-refundable.</p> <p><b>One off events</b></p> <p>As soon as a booking is confirmed by the return of a signed T&amp;C form, an invoice will be produced.</p> <p>It will clearly state that full payment of the invoice must be made</p>

<p><b>End of Hire</b></p> <p>The Hirer shall be responsible for:</p> <ul style="list-style-type: none"> <li>A leaving the premises and surrounding area in a clean and tidy condition</li> <li>B contents temporarily removed from their usual positions should be properly replaced</li> <li>C closing any windows opened; switching off lights</li> <li>D collecting and bagging all rubbish at the end of the hire period</li> <li>E ensuring all guests leave the Centre by the time specified in the booking agreement.</li> </ul> <p><b>Signing In and Out</b></p> <p>All Hirers are required to sign in before their class and sign out when their room is clear.</p>	<p>21 days before the booked event.</p> <p>If a booking is made within 7 days of the event, full payment will be taken at the time of booking. An invoice will be produced and marked as paid, to provide a receipt for the Hirer.</p> <p>For all larger events and block bookings a non-refundable deposit of 20% will be required at the time of booking.</p> <p>The Hirer will be liable for any cancellation charges incurred for items booked through third parties.</p> <p>Bookings for parties for 12-21 year olds will not be permitted.</p> <p><b>Definitions</b></p> <p>Larger events – any event in the Lower Hall, parties, weddings. Bookings combining rooms 4 &amp; 5.</p> <p>Regular Hirer-any person who has a booking which is repeated 6 times or more in a 12 month period.</p>
--	---

<p><b>Cancellations</b></p> <p>Cancellation of a booking must be received by the Council, in writing to <a href="mailto:enquiries@leighcommunitycentre.com">enquiries@leighcommunitycentre.com</a> or Leigh Community Centre 71-73 Elm Road, Leigh-on-Sea Essex SS9 1SP not less than seven working days prior to the hire date.</p> <p>The following cancellation fees are liable:</p> <p>One-off Bookings</p> <ul style="list-style-type: none"> <li>• Over 6 weeks notice: No cancellation fee. However for larger events the non-refundable deposit will be retained.</li> <li>• 1-6 weeks notice: 50% of the room fees will be charged</li> <li>• Less than 1 week: Full room fees will be charged</li> </ul> <p>Regular Hirers</p> <p>One weeks' notice is required for the cancellation of individual sessions, or the hire fee will be charged in full.</p> <p>Any regular hirers wishing to cease their arrangement with the Community Centre must give one months' notice.</p> <p>The Council reserves the right to cancel or amend a booking at any time, without penalty. No compensation will be given. Hirers will only be entitled to the return of the hire cost.</p>	<p><b>Scale of Charges</b></p> <p>The room hire rates will be in accordance with the advertised charges made at the time of booking but may from time to time be subject to alteration. Notice of such alterations will be given at the time of booking.</p> <p>Any changes to a booking made by the hirer, including room changes, may incur an administration charge of up to 5% of the hire charge.</p> <p><b>Damage</b></p> <p>The Hirer is responsible for the preservation of good order during the hire period. Any damage caused to the Centre or Centre property as a consequence of the hiring will see the Centre make good the damage and then recover the resultant costs from the Hirer. Under certain circumstances, and for parties and weddings, the Centre Manager will demand a refundable damage deposit. Should the Centre incur any loss of revenue as a result of damage caused by a Hirer then the Hirer will bear the cost of this loss.</p> <p>In the event of any claim being made by any person in respect of any injury, damage or loss which he or they may have sustained or incurred in the room(s) the Hirer shall alone be responsible and indemnify the Centre unless it is as a direct result of the negligence of the Centre or its employees.</p>
<p><b>Health &amp; Safety and Regulatory Requirements</b></p> <p>The Hirer must remain on the site throughout the term of the hiring period and ensure maximum capacity numbers are not exceeded.</p> <p>Under no circumstances are children to be permitted to leave the Community Centre during the course of an event to gather or play in the vicinity of the premises or the car parking area.</p> <p>All electrical equipment brought into the Centre must be by prior arrangement. Proof of safety checks, carried out by competent safety personnel, must be provided before this equipment can be used. Alternatively, the Centre Caretakers can carry out these tests by prior arrangement and for a nominal fee.</p> <p>If the Hirer is involved in providing activities for children or adults at risk; teaching or taking part in physical activity; Public Liability Insurance, as appropriate, must be provided and kept on a central register at the Community Centre. Hirers who provide activities for children or physical activities will hold their own accident report book when on the premises.</p> <p><b>If the activity requires DBS registration and an Adult Safeguarding Policy, the Hirer must possess these and in so signing the Terms and Conditions confirms such.</b></p>	

The Council reserves the right to assure themselves that the hirer has the training, qualifications or experience to deliver classes at the Community Centre.

If the Hirer is involved in the preparation or serving/selling of food to the public, they must liaise fully with the Community Centre staff, to ensure that all current legislation, health & safety and insurance requirements are complied with.

Dogs and other animals are not admitted to any part of the premises except where a person requires the assistance of an animal trained to assist in the case of disability-

The Hirer must provide a PPL and/or PRS licence if they are playing music during their booking.

No dangerous, hazardous or harmful items, or non-prescription drugs may be brought on to the premises.

#### **Prohibited items**

Candles and any naked flames

Chewing gum/bubble gum.

Bicycles & mobility scooters (wheelchair available on site)

Flammable liquids, gases and oil

French chalk or any substance that will increase floor slippage

Animals, except **assistance** dogs

Any other items likely to cause damage or to be harmful to centre users

#### **Smoking Policy**

No smoking is permitted within the Centre's premises or anywhere outside the premises except in the designated area at the back of the building.

#### **Bouncy Castles**

Bouncy Castles are only permitted in the Lower Hall due to weight and height restrictions within the building.

#### **Alcohol**

The Centre strictly follows the Challenge 21 policy and will challenge anyone under the age of 21 or appearing to be under the age of 21 attempting to purchase or consume alcohol. Alcohol will not be served to anyone suspected of being drunk or under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly manner will be asked to leave the premises and its immediate vicinity.

#### **Music and Noise Levels**

All Hirers must comply with the mandatory licence conditions relating to noise levels contained in sections 9, 10 and 11 of the conditions in appendix 3 of the premises licence (Available for inspection on request).

#### **Catering Provision**

Arrangements for the provision of catering should be made at the time of booking the room.



### **Responsibility for Loss of Property**

In no circumstances will the Centre accept responsibility for the loss, theft or damage to property belonging to the Hirer or their Group, which has been left, deposited or brought into the Centre's premises, or left with any member of the Centre's staff. If as a result of this damage or loss, the Centre itself incurs any costs, the Hirer or their Insurer shall be required to indemnify the Centre against all actions, expenses, claims and demands arising out of, or in any way connected to, the theft, loss or damage.

### **Conduct & Supervision**

The Centre is unable to accept bookings from persons under the age, or believed to be under the age of 18 years.

All Hirers are responsible for ensuring their guests, as a group or individually, cause no nuisance or disturbance to the staff or other users of the premises and that they cause no disturbance when arriving or leaving the premises. The Centre staff reserve the right to terminate the hiring if after due warning a disturbance continues or if the hiring continues significantly past the finishing time stated when the booking was originally made.

The Hirer shall be responsible for ensuring the orderly and safe admission and departure of persons to the booked venue and their safe evacuation in the event of an emergency. All doors and emergency exits to and from the booked venue will remain unobstructed and the Hirer must comply with the wishes of the Centre staff on duty as to the preservation of safety, good order, noise levels and decency of the event or meeting. The Hirer shall ensure that their guests use only the room(s) booked and do not congregate in the corridors or toilets.

The Centre does not advocate the collection of any monies at the point of entry to the event. Insurance requirements demand that if money is to be collected on entry then the Group or Organisation collecting the money must demonstrate beforehand they have Public Liability cover up to five million pounds (£5m) before they can do so. Should this not apply it is required that if any entry fee is required from guests, this should be obtained outside of the Centre's premises. Sales of goods at events are only permitted with prior authorisation from the Centre; however no liability is accepted by the Centre in connection with these transactions.

Hirers are expected to be courteous to staff at all times.

### **Failure of Heating or Lighting**

No responsibility will be accepted, or compensation paid by the Centre in the event of any failure of heating or lighting which causes the booked event to be terminated or interrupted.

### **Right of Entry**

Centre staff on duty at the time of the hiring, reserve the right to refuse entry to any individual, or groups of individuals, whose presence in the opinion of the Centre staff member, is likely to be prejudicial to the interests of the Centre, or cause a disturbance to the good order of the booking. No liability will be accepted by the Centre by such actions being initiated.

### **Alterations and Decorations**

The Hirer shall not cause or permit any interference with, or alteration to, the lighting, heating, seating, means of escape, fittings, fixtures, apparatus or furnishings of the Centre.

Any decorations, flags, banners, signs, posters or placards requiring to be displayed will only be permitted at the discretion of the Centre staff on duty. Arrangements for these displays must be made at the time of booking and confirmation received.

Any adhesive material, tacks, screws, nails or hooks used to display this material and driven into the walls, or furniture of the hired premises will be regarded as damage, the repair of which will then become a chargeable item to the person or Group making the booking.

### **Insurance**

The Centre provides insurance cover in respect of its own buildings, furniture and fittings. This cover does not extend to goods, equipment or anything other than that provided by the Centre. Hirers are advised to obtain additional insurance if they consider it necessary. This will particularly apply to any Hirers handling money as a consequence of a sale of goods at their event who will be asked prior to the booking being accepted.

### **Bill Posting**

The Hirer may not advertise, promote or announce any event to be held at **the Centre** until they have received a Confirmation of Booking and approval from the Council. The Centre reserves the right to cancel any event that has been found to be advertised in this manner.

**No Posters, flyers and A Boards can only be displayed with the express permission of Council and any such material for external events not in the LCC shall also be at the express permission of the Council.**