

NOTICE OF DECISION OF CABINET MEMBER

Pursuant Section 15(4) of the Local Government Act 2000, as amended by section 63 of the Local Government and Public Involvement in Health Act 2007, the senior executive member may discharge any of the functions that are the responsibility of the Cabinet or may arrange for them to be discharged by another member of the Cabinet or Officer. On 1st December 2010, the Council adopted the Strong Leader Model for Corporate Governance 2011 as required under Part 3 of The Local Government and Public Involvement in Health Act 2007 (The 2007 Act).

In accordance with the authority delegated to me by the Leader, I have made the following decision:

Subject	Decision	Reason for decision	Date for Decision to be taken
External Hire of Wyre Forest House Meeting Rooms to external organisations	To agree the attached proposed system, procedure and charges.	To enable us to progress the hire of Wyre Forest House meeting rooms to external organisations.	22 / 11 / 12

I confirm that the appropriate statutory officer consultation has taken place with regard to this decision.

Dated: 22 / 11 / 12
 Signed: 
 Councillor: CAMERON
 Cabinet Member

To: Leader of the Council, Councillor John-Paul Campion

From: Caroline Newlands
Director of Community Assets & Localism
Ext: 2715

Date : 14 November 2012

WYRE FOREST HOUSE MEETING ROOM HIRE CRITERIA FOR EXTERNAL HIRE (NON-CHARITABLE ORGANISATIONS), TERMS & CONDITIONS AND HIRE RATES

1. PURPOSE OF THE REPORT

- 1.1 To approve the hire of meeting rooms at Wyre Forest House to Wyre Forest District Council to external non-charitable organisations, the Terms & Conditions and hire rates.

2. RECOMMENDATION

- 1.2 Approval is granted for the commencement of hire of the meeting rooms at Wyre Forest House in line with the proposed criteria for hire to external non-charitable organisations, Terms & Conditions and hire rates.

3. BACKGROUND

- 3.1 The Council's new HQ building, Wyre Forest House, incorporates eight meeting rooms in the public access part of the building.
- 3.2 To enable the building facilities to be used effectively and efficiently it is proposed we offer the use of the meeting rooms in the public access part of the building to Wyre Forest District Council partners, local public sector, voluntary and charitable organisations and external non-charitable organisations.
- 3.3 It is proposed the meeting room hire rates will include the use of electronic audio visual equipment available for use within the specified room.
- 3.4 Separate Terms & Conditions and hire rates will be applied to external non-charitable hirers (as per copy attached)

4. KEY ISSUES

- 4.1 The meeting rooms will be available to hire Monday – Friday, during the hours of 08.00 – 20.30 hrs, with arrangements to accommodate later meetings if requested and agreed.

- 4.2 The rooms will be serviced by the Facilities Team and catering/refreshments will be provided by the Council's contracted catering contractor, Midshire Catering.

5. FINANCIAL IMPLICATIONS

- 5.1 The hire rates are comparable to similar meeting room hire facilities in the Worcestershire locality and will include details on the electronic booking system of the electronic audio visual equipment included in the hire charge.
- 5.2 External non-charitable hirers will be required to complete an allocation form for the booking and invoices will be submitted for payment before the event in line with the Council's Financial Regulations.

6. LEGAL AND POLICY IMPLICATIONS

- 6.1 The process will be managed in line with the proposed terms and conditions and meeting room application form.

7. EQUALITY IMPACT NEEDS ASSESSMENT

- 7.1 There are no apparent impacts. The building is fully DDA accessible.

8. RISK MANAGEMENT

- 8.1 The criteria, terms and conditions and hire rates need to be approved before the room is hired to external non-charitable organisations.

9. CONCLUSION

- 9.1 Wyre Forest House will offer high quality meeting and conference room facilities utilising the latest audio visual technology in a BREEAM Excellent building. The proposed criteria, terms and conditions and hire charges will enable Wyre Forest District Council to hire the facilities to partners, local public sector, voluntary, charitable and external non-charitable organisations.

10. CONSULTEES

- 10.1 Chief Executive
- 10.2 Director for Community Assets and Localism

10.3 Contracts Solicitor

11. BACKGROUND PAPERS

11.1 Proposed Terms & Conditions

11.2 Meeting Room Application Form



MEETING ROOM APPLICATION FORM – Private Hire

To: Facilities Management Administration

I,(the Hirer)

acting on behalf of(the Organisation)

The Hirer		Treasurer (the person to whom invoices will be sent)	
Name:	.....	Name:	.....
Address:	.....	Address:	.....

	Post Code		Post Code
Telephone:	.....	Telephone:	.....
Fax No.:	.....	Fax No.:	.....
E-mail:	.....	E-mail:	.....

I have been given a copy of the Terms & Conditions for the hire of the meeting rooms at Wyre Forest District Council Headquarters. I have read and understood the Terms & Conditions and accept them on behalf of the organisation.

I agree to the Terms & Conditions (please tick box)

I acknowledge and accept that this is a binding contract between the Council and the Organisation, that although invoices will be sent to and paid by the above named Treasurer; I am responsible for ensuring payment is made on demand.

Signed: (Hirer)

Date:



1 I/We hereby make application for the use of Wyre Forest House meeting rooms

2 Date meeting room required _____

3 Room requirements:

Room Name: _____

Time Required From: _____ Until _____

Room Layout: _____

Estimated Numbers: _____

Type of Function: _____

FOR OFFICE USE ONLY

ALLOCATED ACCOUNT No:-



WFDC Meeting Room Hire Terms & Conditions Private Hirers

The below terms and conditions relate to the meeting rooms at Wyre Forest House Fine Point Way, Kidderminster DY117WF.

1. Application and Booking Criteria

To make a booking an application form must be completed agreeing to our terms and conditions. A deposit as agreed with the management must accompany the application; this deposit will not be refunded and the balance must be paid 14 days prior to the booking. If the booking date is within 14 days payment in full is required.

Following receipt of the signed form and your approved application, we will issue you with a confirmation of booking and invoice for the remaining balance. The person signing the application form shall, for the purposes of these terms and conditions, be deemed to be the hirer. No transfer of bookings or sub-bookings will be allowed. Bookings for a series of meetings or events would not normally be accepted for a period exceeding 12 months. The facilities may only be used for the purposes and period stated on the application form, unless the hirer has obtained the prior written consent of the Council.

The hirer shall allow any authorised officer of the Council access to the premises at all reasonable times.

No advertising material shall be exhibited without first being submitted to and approved by the Council. All correspondence, posters and other publicity should refer to the venue as follows: Wyre Forest House, Meeting Room (Name), Finepoint Way, Kidderminster, DY11 7WF.

Flyposting is illegal. Anyone found distributing advertising posters and leaflets illegally will have their booking terminated immediately and all fees paid shall be retained.

2. Payment of charges and Cancellations

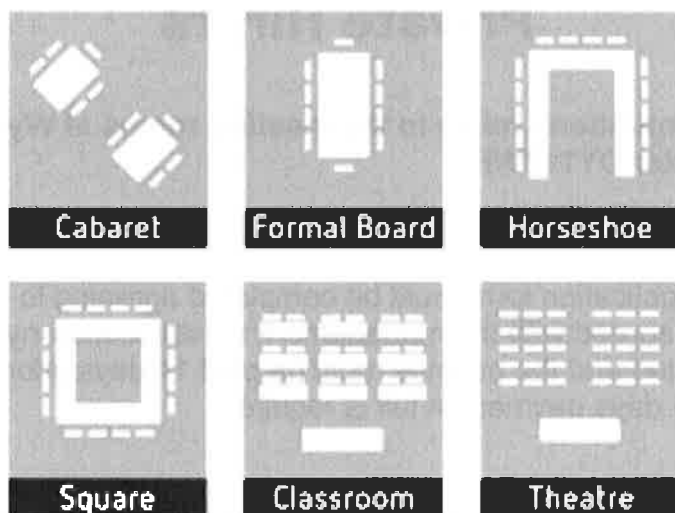
The rooms are let in accordance with the scale of charges drawn up by the Council. The Council reserves the right to vary these as they see fit but the hirer will be contacted in these unlikely circumstances, the option to cancel their booking with no extra cost to the hirer will be offered. The hirer shall be liable for any additional expense incurred by the Council if the event or function overruns the pre-arranged period of hire

Rooms are let in accordance with the scale of charges. The Council reserves the right to refuse any bookings without explanation and to cancel any booking upon reasonable grounds. In the event that the Council cancels a booking, it will do so in writing and either refund all fees

already paid or offer alternative dates. The Council shall not be liable for any loss sustained by the hirer as a result of any such cancellation.

Cancellations by the hirer should be notified to the Council in writing or by email. Once the written confirmation is received the Council will acknowledge by return. If you do not receive written acknowledgement of your cancellation please contact us again. If the hirer cancels a booking within one week of the hire date, the full fee must be paid.

3. Meeting Room Capacity, Layout and Prices.



The above example layouts are specifically for meeting, training and social event use only.

The number admitted to the meeting room hired must not exceed the maximum capacity. The hirer shall be responsible for ensuring that the limitations agreed with the Council are observed.

ROOM NAME	CAPACITY	ROOM LAYOUT						PRICES	
		Board Room	Theatre	Cabaret	Class Room	Square	Horse shoe	Half Hourly	Maximum Charge for room
Council Chamber	60	√	√	√	√	√	√	£ 22.50	£ 225.00
Wolverley	4	√						£ 11.25	£ 112.50
Stourport on Severn*	12	√	√	√	√	√	√	£ 10.00	£100.00
Bewdley*	12	√	√	√	√	√	√	£ 15.00	£100.00
Stourport on Severn & Bewdley	24	√	√	√	√	√	√	£ 15.00	£150.00
Chaddesley Corbett	4	√						£ 7.50	£ 75.00
Blakedown	4	√						£ 7.50	£ 75.00
Cookley	8	√						£ 9.00	£ 90.00
Kidderminster	10				√			£ 9.00	£ 90.00
Rock	10	√						£ 9.00	£ 90.00

*These rooms can be joined to provide additional capacity as indicated.

All prices are **exclusive** of VAT and will be charged at the current rate.

Hire rates include the use of audio visual equipment where applicable. Full details of audio visual equipment available in each room are detailed on the electronic booking system.

All prices are reviewed annually.

4. Catering

No food or beverage items obtained other than from the Council's contracted caterer may be consumed on the premises, this includes the courtyards. The provision of all food and refreshments will be by the Council's contracted caterer. The hirer will be responsible for ensuring that his or her guests comply with this. Special menus to meet dietary, religious or ethnic requirements can be provided on prior request, subject to the caterer's Terms & Conditions (available separately).

5. Damage/Abuse of Premises or Equipment, including Wi-Fi

The hirer shall be liable on demand for any damage to the premises of the fixtures, fittings, furniture and any equipment or articles provided within the centre and caused by his or her use of the premises. The cost of restoring the premises, the fixtures, fittings, furniture and any equipment or articles provided within the centre to their original condition shall be assessed by the Council whose decision is final. No screws or nails shall be driven into walls, floors or ceilings of the premises, fixtures and fittings. The hirer shall leave the premises in a clean and tidy manner. In the event of damage payment for costs of repair or replacement will be incurred by the hirer.

6. Injury to Persons or Damage to Personal Property

The Council and its servants or agents will not be held responsible for any damage or loss of goods, property or equipment or for personal injury (except in the case of negligence by the Council) on the Council's premises or land, howsoever caused. The hirer shall indemnify the Council, its servants or agents against any claims, which may be made in respect thereof. Any accident must be reported to the Council as soon as possible after its occurrence, but in any event, prior to departing from the building.

7. Decoration and Fixings

No decorations, flags, emblems, posters or any other loose articles may be fixed to walls, floors, ceilings, fixtures or fittings without the written consent of the Council.

8. Removal of Equipment

The hirer and/or contractors or others engaged by the hirer to supply decorations, fittings or other facilities will be required to remove and clear away all articles belonging to them by the end of the hire period. All reasonable instructions given on behalf of the Council by its authorised officers shall be observed.

9. Audio Visual, Lighting and Other Electrical Equipment

No additions or alterations to the lighting, loud speakers, microphones or other electrical arrangements may be made without the written consent of the Council. Pyrotechnics of any sort must not be used without the written consent of the Council. No electrical apparatus may be brought on to the premises without the written consent of the Council who must be satisfied that the equipment has been checked for safety.

10. Housekeeping and Premises Health & Safety

No smoking is allowed in any part of the building. The hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of an emergency. The hirer must not interfere with fire doors and doors fitted with automatic closures. The hirer shall keep every corridor, passage and exit of the premises clear of obstruction and ready for use in an emergency. The hirer will be briefed on all Health & Safety and Housekeeping procedures prior to their booking and again reminded on the day of the hire. The hirer must ensure that these guidelines are adhered to.

11. Insurance

The hirer may be required to provide evidence of appropriate public liability insurance (5 million pounds). The hirer shall not do, or permit to be done, anything which, in the opinion of the Council, is not covered by its policy or policies of insurance in relation to the use of the premises or which will cause any increased or extra premium to be payable, without the written consent of the Council. Fees may be increased and additional conditions imposed if required by the Council's insurers in respect of additional risks.

12. Car park

All vehicles and property are left in the car park entirely at the owner's risk and the Council will not accept responsibility for any loss or damage however caused except where arising from the Council's negligence. The hirer shall ensure that all vehicles are parked so that no exit or carriageway is obstructed.

13. Broadcasting

The hirer shall not grant sound or television broadcasting or filming rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to be party to any negotiations as to the terms and conditions of any agreement to share any income and publicity derived there from.

14. Photographs

No camera or other photographic equipment may be brought on to the premises for commercial purposes without the Council's prior written consent.

15. Compliance with conditions

In the event of the refusal to comply with these conditions or any reasonable instructions given by the Council and its authorised officers, the hirer and any persons attending the functions may be excluded from the premises. The hirer will remain liable in respect of the hire charges as herein contained.

16. Complaints

Any complaint connected with the hire of the premises should be made to the Council within seven days of the function. The Council reserves the right to amend or vary these conditions or impose additional conditions without notice.