



Date of issue: Friday, 6 October 2017

MEETING: CABINET

Councillor Munawar Finance & Strategy
Councillor Hussain Health & Social Care

Councillor Ajaib Urban Renewal

Councillor Bedi Children, Education & Families

Councillor Bal Environment & Leisure Councillor Regulation & Consumer

Arvind Dhaliwal Protection

Councillor Matloob Transport & Highways

Councillor Nazir Housing

Councillor Sharif Digital Transformation &

Customer Care

DATE AND TIME: MONDAY, 16TH OCTOBER, 2017 AT 6.30 PM

VENUE: VENUS SUITE 2, ST MARTINS PLACE, 51 BATH ROAD,

NICHOLAS PONTONE

SLOUGH, BERKSHIRE, SL1 3UF

DEMOCRATIC SERVICES

OFFICER:

(for all enquiries) 01753 875120

NOTICE OF MEETING

You are requested to attend the above Meeting at the time and date indicated to deal with the business set out in the following agenda.

ROGER PARKIN
Interim Chief Executive

AGENDA

PART I



Apologies for absence.

1. Declarations of Interest

All Members who believe they have a Disclosable Pecuniary or other Pecuniary or non pecuniary Interest in any matter to be considered at the meeting must declare that interest and, having regard to the circumstances described in Section 3 paragraphs 3.25 – 3.27 of the Councillors' Code of Conduct, leave the meeting while the matter is discussed, save for exercising any right to speak in accordance with Paragraph 3.28 of the Code.

The Chair will ask Members to confirm that they do not have a declarable interest.

All Members making a declaration will be required to complete a Declaration of Interests at Meetings form detailing the nature of their interest.

2.	Minutes of the	Meeting held on	18th September 2017	1 - 6

References from Overview & Scrutiny

Notification of Forthcoming Decisions

3.	Small Sites Strategy Update - Wexham Phase 3 and Land Adjacent Mercian Way	7 - 26	Cippenham Green; Wexham Lea
4.	Slough Basin Update	27 - 32	Central
5.	Arbour Park Community Stadium Agreements	33 - 100	All

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101 - 110

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8. Exclusion of Press and Public

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7.

It is recommended that the Press and Public be excluded from the meeting during consideration of the item in Part 2 of the Agenda, as it involves the likely disclosure of exempt information relating to the financial or business affairs of any particular person (including the Authority holding the information) as defined in Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 (amended).

PART II

9.	Part II Minutes - 18th September 2017	111 - 112	
10.	Compulsory Purchase Order Approvals for Four Empty Properties	113 - 132	Baylis and Stoke; Cippenham Green; Langley Kedermister; Wexham Lea



AGENDA ITEM

REPORT TITLE

PAGE

WARD

Press and Public

You are welcome to attend this meeting which is open to the press and public, as an observer. You will however be asked to leave before the Committee considers any items in the Part II agenda. Please contact the Democratic Services Officer shown above for further details.

The Council allows the filming, recording and photographing at its meetings that are open to the public. By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings. Anyone proposing to film, record or take photographs of a meeting is requested to advise the Democratic Services Officer before the start of the meeting. Filming or recording must be overt and persons filming should not move around the meeting room whilst filming nor should they obstruct proceedings or the public from viewing the meeting. The use of flash photography, additional lighting or any non hand held devices, including tripods, will not be allowed unless this has been discussed with the Democratic Services Officer.

Note:-

Bold = Key decision
Non-Bold = Non-key decision





Cabinet – Meeting held on Monday, 18th September, 2017.

Present:- Councillors Munawar (Chair), Hussain (Vice-Chair), Ajaib, Bedi, Bal, Arvind Dhaliwal, Matloob, Nazir and Sharif

Also present under Rule 30:- Councillors Strutton and Wright

Apologies for Absence:- None.

PART 1

29. Declarations of Interest

Councillor Bal declared that his daughter worked for Slough Borough Council.

Councillor Munawar declared that his son worked for arvato.

30. Minutes of the Meeting held on 17th July 2017

Resolved – That the minutes of the meeting of the Cabinet held on 17th July 2017 be approved as a correct record.

31. Budget Monitoring Report - Period 4 2017/18 (July)

The Leader of the Council introduced a report that provided the Cabinet with an update on the Council's latest revenue financial position to the end of July 2017 for the 2017-18 financial year.

The Council's year to date budget for the period was £42.034m and expenditure £42.744, representing an overspend of £0.710m. The most significant variances were in the Customer & Community Services Directorate. The forecast overspend was £1.904m for 2017-18, however, the Leader emphasised that all service areas were expected to operate within their funding envelopes and undertake management actions to tackle in year pressures. The Cabinet was also asked to approve a number of virement and write off requests as detailed in sections 8 and 9 of the report.

Speaking under Rule 30, Councillor Wright raised the issue of the temporary accommodation budget and asked whether it was expected that further pressures on this budget were likely later in the year. It was noted that significant action was in place to seek to contain the temporary accommodation budget.

At the conclusion of the discussion, the latest revenue position was noted and the virement and write off requests were agreed.

Resolved -

(a) That the latest financial forecast be noted.

- (b) That the budget virements as listed in paragraph 8 of the report be approved.
- (c) That the write offs requests as requested in paragraph 9 of the report be approved.

32. Capital Monitoring July 2017 and Approval of Revised Capital Budgets 2017-18

The Leader of the Council introduced a report that provided a summary of the spend against capital budgets for the 2017-18 financial year to the end of July 2017 and sought approval for in year revisions to the capital budgets for 2017-18.

The revised consolidated budget, which took into account the re-profiling of projects from 2016-17, was £185m and included major investment in school expansions, leisure facilities and transport projects. Action had been taken to improve the management of the programme and this had resulted in slippage being significantly reduced from previous levels. The individual schemes would continue to be closely monitored to ensure the programme was well managed.

At the conclusion of the discussion, the report was noted and revised capital budgets for 2017-18 were approved.

Resolved -

- (a) That the capital activities for the first four months of 2017/18 as set out in the body of the report be noted.
- (b) That the revised capital budgets for 2017-18 as set out in the report be approved.

33. Performance & Projects Report: Q1 2017-18

The Leader of the Council introduced a report that provided the latest performance information for the first quarter of the 2017-18 financial year, summarised performance against the Corporate Balanced Scorecard and updated on key projects.

The majority of performance indicators in the Corporate Balanced Scorecard were on track. Only two were 'red' rated in that they were significantly under the desired performance level, both of which related to childhood obesity. In addition to the range of actions the Council and its partners were already taking to address this issue, it was noted that it was a matter that the Overview & Scrutiny Committee was currently considering and any recommendations would come back to Cabinet in due course.

There had been significant key activities and milestones on four key projects during the reporting period including the identification of the preferred bidder for the Repairs, Maintenance & Investment contract, start of the new leisure contract with a new operator, launch of the fleet challenge project and official opening of Arbour Park. The Cabinet noted the current performance information and progress of key projects.

Resolved – That the Council's current performance as measured by the indicators within the balanced scorecard and update on Gold projects and performance be noted.

34. Treasury Management Strategy Update

The Assistant Director, Finance & Audit summarised the annual report on the Treasury Management Strategy and sought approval to increase the investment limit in pooled funds.

The Treasury Management Strategy had been successful in recent years and it continued to take a prudent approach to investment activity prioritising security and liquidity over yield. It was confirmed that none of the Prudential Indicators had been breached. The position regarding debt management was outlined and it was noted that there had been in increase in borrowing of £58m in the year to 31st March 2017 to a total of £282m to support the Council's ambitious capital programme. Investments totalled £55m and the Assistant Director proposed increasing the amount the Council could invest with institutions without credit ratings from £10m to £25m. Such investments provided an opportunity to diversify the investment portfolio and increase yield in a low interest rate environment.

After due consideration, the Cabinet noted the treasury management update and approved the increase in investment limits.

Resolved -

- (a) That the Treasury Management activities for 2016/17 and the beginning of 2017/18 as set out in the body of the report be noted.
- (b) That the limit on Total Investments made with institutions (i.e. Pooled Funds) without credit ratings be increased.

35. Implementation of Osborne Property Services Ltd Service Offer

The Cabinet Member for Housing introduced a report that sought approval to enter into a trading partnership with Osborne Property Services Limited (OPSL) following their appointment as the partner to deliver the repairs, maintenance and investment services to the Council's housing stock. As part of the bidding process, OPSL had included innovative proposals to establish a special purpose vehicle in the form of a trading partnership to provide additional services to leaseholders, homeowners and to private sector landlords.

It was noted that OPSL would own 51% of the shares in the company with the Council being 'gifted' the remaining 49% and having a profit share arrangement. The proposal would enable the Council to generate income to invest in local communities with potential service innovations such as modular housing units on Council sites which could be used for temporary accommodation, social care or key workers. The Cabinet welcomed the proposal and recognised the significant amount of work that had gone in to both the RMI contract and innovative trading partnership proposal which provided an opportunity to help address a range of key housing priorities.

Speaking under Rule 30, Councillor Strutton highlighted that it was essential that the asset database was kept up to date to properly manage and maintain the Council's stock. The Cabinet recognised that this had been an issue historically and the Council and Osborne had already identified it as a priority in the new RMI contract. A representative from Osborne Property Services confirmed the intention to work very closely with the Council on data sharing and the process of undertaking stock condition surveys was already underway.

At the conclusion of the discussion, the Cabinet welcomed the proposal to establish a trading company with OPSL and agreed the recommendations proposed in the report.

Resolved -

- (a) That it be agreed that officers build a business case and structure for the Trading Partnership, in conjunction with OPSL.
- (b) That it be noted that the Trading Partnership is likely to be established as a company limited by shares, with the Council holding 49% of the shares and OPSL 51%.
- (c) That the Head of Neighbourhood Services, as Contract Administrator for the RMI Contract, with the s151 Officer, be delegated authority to establish a project team to progress the realisation of the proposed company structure costs to be met from within existing resources.
- (d) That it be agreed that an appropriately worded legal agreement be drawn up between the Council and OPSL in respect of the utilisation of the retained 1-4-1 RTB receipts where appropriate; with the agreement of the s151 Officer.
- (e) That it be noted that an update report on the Trading Partnership be presented to Cabinet by December 2017, which would be supported by a detailed business plan and indicative programme.

36. Energy Efficiency Programme for Slough Residents under ECO2t

The Cabinet Member for Housing introduced a report that sought endorsement for a proposed energy efficiency programme in partnership with Aran Energy Services.

The scheme would offer free and partially funded energy efficiency improvements such as loft and cavity wall insulation and new heating systems to Slough residents. It would provide additional support to those in low income homes over and above the existing national schemes offering such assistance. It particularly aimed to help those in fuel poverty. The programme would be funded by the Energy Company Obligation 2 transitional funding with no costs to the Council.

The Cabinet welcomed the proposal and emphasised the importance of widely promoting the scheme to local residents. It was noted that there was a fifteen month window for the scheme and data had already been collated to ensure the funding could be targeted at those properties in most need of retro-fitting the most appropriate energy efficiency measures.

At the conclusion of the discussion the Cabinet agreed to endorse the scheme.

Resolved -

- (a) That the proposal to run the Energy Efficiency Programme as set out in details on the Memorandum of Understanding (MoU) in Appendix 2 to the report be endorsed.
- (b) That it be noted that the total cost of the programme would be paid from ECO2t (Energy Company Obligation 2 transitional) funding and there were no costs to the Council apart from the officer's salary costs leading the project.
- (c) That it be noted that the proposed programme was set out to deliver on the new Housing Strategy Action Plan.

37. References from Overview & Scrutiny

There were no references from Overview & Scrutiny.

38. Notification of Forthcoming Decisions

The Cabinet considered and endorsed the Notification of Key Decisions published on 18th August 2017 which set out the decisions expected to be taken by the Cabinet over the next three months.

Resolved – That the published Notification of Decisions be endorsed.

39. Exclusion of Press and Public

Resolved – That the press and public be excluded from the meeting during consideration of the items in Part 2 of the Agenda, as they involved the likely disclosure of exempt information relating to the financial or business affairs of any particular person (including the Authority holding the information) as defined in Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972 (amended).

The following is a summary of the matters considered during Part II of the agenda.

40. Acquisition Britwell Ex-Servicemen's Club, Wentworth Avenue, Britwell, Slough

The acquisition of Britwell Ex-Servicemen's Club, Wentworth Avenue, subject to the agreement of terms, was approved.

Chair

(Note: The Meeting opened at 6.30 pm and closed at 6.51 pm)

SLOUGH BOROUGH COUNCIL

REPORT TO: Cabinet **DATE**: 16th October 2017

CONTACT OFFICER: David Martin, Principal Asset Manager

(For all enquiries) (01753) 875208

WARD(S): All

PORTFOLIO: Urban Renewal - Cllr Ajaib

Leader of Council - Cllr Munawar

PART I KEY DECISION

<u>SMALL SITES STRATEGY UPDATE - WEXHAM PHASE 3 AND LAND ADJACENT MERCIAN WAY</u>

1 Purpose of Report

- 1.1 On the 17th July 2017 Cabinet delegated authority to the Assistant Director, Finance & Audit, as the Council's s.151 Officer, to effect the disposals of the Mercian Way and Norway Drive sites to Slough Urban Renewal ("SUR") for a transfer sum that represents no less than the best value land valuation and subject to there being no objections received by the Council in response to the publication of the statutory notices of the Council's intention to dispose of these sites
- 1.2 Formal objections were received on 20th July 2017, post the 17th July Cabinet meeting, in regards to the disposal of land at Norway Drive Recreation Fields and the purpose of this report is to enable Cabinet to consider the objections to the proposed disposal having regard to the subsequent investigation into the objections undertaken by Moot Hill Partners, dispute resolution consultants, on behalf of the Council.
- 1.3 No objections were received within the consultation period to the disposal of open space at Mercian Way but this report also seeks to reduce the property to be disposed of at Mercian Way on commercial viability grounds.

2 Recommendation(s)/Proposed Action

The Cabinet is requested to resolve:

(a) That, having considered the objections to the proposed disposal (Appendix 1) and the summary report of the subsequent independent investigations (Appendix 2), Council officers should proceed on the basis that the General Fund site at Norway Drive will be disposed to and developed by SUR for a commercial led mixed tenure housing scheme, subject to Cabinet approval of a transfer sum that represents no less than best value. (b) That The Lodge building at Mercian Way be removed from the demise of the Mercian Way disposal land as it's not a commercially viable disposal and involves the enforced displacement of a local resident.

3. The Slough Joint Wellbeing Strategy, the JSNA and the Five Year Plan

The creation of expediently delivered high quality new housing, will maximise the value of the Council's asset base, increase council tax receipts and provide an income stream that can be used to contribute towards the provision of front line services.

3a. Slough Joint Wellbeing Strategy Priorities

The potential new housing being constructed will create local employment opportunities whilst increasing apprenticeship opportunities, enabling local people to improve their learning and skill base. Delivering new homes will improve the quality of the built environment and the image of the town whilst providing much needed housing accommodation. The scheme is to be designed with security as a key consideration and will be constructed in line with current Health and Safety regulations.

3b. Five Year Plan Outcomes

Working effectively and expediently with SUR to deliver commercially led sites is addressing the five year plan outcomes through:

- Outcome 1 Ensuring that the schemes are designed in line with amenity requirements will contribute towards our children and young people having the best start in life,
- Outcome 2 High quality new homes will attract residents who are more likely to take responsibility for their own health, care and support needs,
- Outcome 3 New well designed homes will contribute towards ensuring Slough is an attractive place where people choose to live, work and visit; and
- Outcome 4 The delivery of new private and affordable homes will directly contribute towards our residents having access to good quality homes.

4 Other Implications

a) Financial

SUR is a Limited Liability Partnership owned by SBC and Morgan Sindall Investments Ltd ("MSIL"). Part of its objective is to make a commercial return for the partners.

The delivery cost of commercially led schemes is covered by development sale receipts.

On private general fund sites the land value represents the Council's equity investment into SUR. This equity investment is documented in what is termed a loan note. The loan note put simply is a document which records the fact that the Council has loaned money to SUR which is intended to be repaid on the development's completion.

The land value represents the Council's "equity investment" in SUR which means the risk of the development and land value remain with the Council. As a result the precise level of capital that will be returned to the Council at the end of the development will depend upon whether there are sufficient funds available from the eventual sale of the completed development.

b) Risk Management

Risk	Mitigating action	Opportunities
Legal – SUR is sued by creditors of the joint venture	There are clear firewalls between the Council and the SUR	The SUR is already compliant with EU and UK regulations.
Property – House prices could fall, resulting in anticipated sales values being unachievable.	MSIL are a commercial partner and will ensure all development realised is financially viable and synced to market cycles.	
Human Rights	No risks identified	
Health and Safety – workers are harm or killed during the course of construction or local residents are harm accessing the sites.	Morgan Sindall is a national construction company with established Health and Safety procedures. Any external main or sub contractors need to comply with the partnership's Heath and Safety policy.	
Employment Issues	No risks identified	SUR is implementing a local economic benefit programme (SMEs, training, apprenticeships etc) so that the more activity SUR does, the greater the potential benefit in relation to job creation.
Equalities Issues	No risks identified	
Community Support	No risks identified	
Communications	No risks identified	The development of small sites is a positive story that makes the best use of Council assets. The potential exists to promote SUR to highlight how the JV is helping the Council deliver a range of sites throughout Slough.
Community Safely – local residents/ workers harmed during construction.	Morgan Sindall is part of the Considerate Constructor Scheme (CCS).	Utilising the Considerate Constructor Scheme will reassure residents that the construction works are being built in accordance with best practice.
Finance - The transfer land value is not market value	External consultants will be appointed to confirm market value.	If land values increase during the promotion period this will be reflected in the land value.

Risk	Mitigating action	Opportunities
Finance – Exposure to increased risk due to speculative development activities on the private units.	Morgan Sindall Group PLC is a top 5 construction and regeneration company quoted on the main London stock exchange with an annual turnover of circa £2.2bn.	SBC loan notes issued to the SUR are at LIBOR + 6.5% generating significantly higher rates of return for a relatively modest risk. These returns are separate and in addition to SBC's land receipt and share in development profits.
Finance – Higher than anticipated construction costs	The land price is fixed at transfer and both the SUR (MSIL/ SBC) would lose profit if costs are not well managed.	
Timetable for Delivery – scheme delays		Using the existing legally established subsidiary company will ensure expediency in delivery.
Project Capacity – lack of resource delaying delivery	SUR have employed additional management staff to cover the new work streams.	The ever increasing development programme helps secure a skilled workforce focussed on the regeneration of Slough.
Governance – Poor performance	The SUR has an established board of directors that are already competently directing the company's business.	Board members are from both the private and public sector ensuring a balance between commerciality and long term objectives.
Performance – failure to develop land transferred to subsidiary	The SUR is already developing sites successfully and pays SBC interest from the moment the land is transferred.	Increasing and improving the number of projects and resource within the SUR will improve its long term viability and success.

c) Human Rights Act and Other Legal Implications

The developments are within the scope envisaged during the establishment of SUR which was procured through a process compliant with EU and UK Regulations.

With regard to General Fund property, Local authorities are generally under a duty to comply with Section 123 (2) of the Local Government Act 1972 which requires that, except with the consent of the Secretary of State, a Council shall not dispose of land under this section for a consideration less than the best that can reasonably be obtained. Independent valuations will confirm that best value has been achieved on each site.

Also, under Section 123(2A) of the Local Government Act 1972 the Council may not dispose of any land consisting of or forming part of an open space unless, before such disposal, they cause notice of their intention to do so to be advertised for two consecutive weeks in a newspaper circulating in the area in which the land is situated and consider any objections to the proposal disposal which may be made to them. Such consideration involves taking into account all relevant matters and balancing the advantages and disadvantages of the proposed disposal and considering whether the proposed disposal should proceed having regard to the objections raised.

d) Equalities Impact Assessment (compulsory section to be included in **all** reports)

There are no equalities issues associated with this report.

e) Property Issues

The option agreement will set out the conditions SUR needs to satisfy before the land is transferred from the Council to the joint venture company. These conditions will include, amongst others, the grant of satisfactory planning permission for the development of the property. As mentioned above, Section 123 (2) of the Local Government Act 1972 prevents the Council from disposing of land for less than the "best that can reasonably be obtained" without the consent of the Secretary of State.

The Council is the freehold owner of the property but it has been leased to the Wexham Court Parish Council, together with other land lying immediately to the east, for use as recreational land under a lease which expires on 31 March 2032. The Parish Council will therefore only be surrendering part of the land comprised in their lease, namely the open space which the Council proposes to dispose of. The remainder of the land in their lease including the children's playground and bowling green will remain with the Parish Council.

The Council had also previously agreed to lease the land lying immediately to the north of the property to the Parish Council for use as amenity land in connection with the property and the other land referred to above. The lease for this was never completed and this agreement was surrendered by the Parish Council to the Council on 4 July 2013 and is presently being developed.

The Parish Council are obliged, under Section 127 of the Local Government Act 1972, to obtain best consideration that they reasonably can for their leasehold interest in the land proposed to be surrendered to the Council to enable the Council to then dispose of such land. The proposed surrender by the Parish Council to the Council will therefore be for full consideration. This proposed surrender to the Council will also be conditional upon satisfactory planning permission being granted for the development of the property.

5. **Supporting Information**

Land North of Norway Drive

- 5.1 Following July's Cabinet meeting an objection (see Appendix 1) was received in regards to the disposal of Public Open Space at Norway Drive, Wexham. The petition was signed by over 30 residents and the objections focussed on:
 - The Parish council has not acted with "due care and attention", has failed to consult on the disposal and has breached the law and the Councillor's Code of Conduct,
 - As part of a village green application in 2004 SBC Cabinet decided that the site should be long leased to Wexham Court Parish Council "to be held as public open space in perpetuity subject to a covenant not to develop" and that subsequent developments at Oak House Care Home and Wexham Green have both been progressed on this premise,
 - The loss of open space will be detrimental to the wellbeing of local residents who
 use the open space and to the rural environment of the area,
 - Additional pressure on road, parking and domestic services; and

- Damage to the character and visual amenity to the neighbourhood.
- 5.2 The last three points above can be considered as part of a planning process but Moot Hill Partners, dispute resolution specialists, were appointed to investigate and report on the objections generally (see Appendix 2).
- 5.3 The investigations involved interviewing local residents, current and previous parish councillors and SBC officers. The conclusions of these investigations are set out in the summary report at Appendix 2.

Land Adjacent Mercian Way

- 5.4 Following the July approval, architectural feasibilities were commissioned from AED Architects to consider the quantum of development achieved by including The Lodge, Mercian Way within the current redevelopment proposals.
- 5.5 The architectural feasibilities (see Appendix 3) indicate that the inclusion of The Lodge generates up to an additional 3 no 3 bedroom houses. Based on build rates being procured by SUR on current small sites and factoring in the cost of demolition, the existing detached house, which has been well maintained, is worth more than the potential land receipt and profit share.
- 5.6 Given that The Lodge building is occupied and redevelopment would involve displacing a local resident it's recommended that this property be removed from the Mercian Way disposal site, whilst the surrender and disposal of part of the garden still be pursued.

6 Comments of Other Committees

6.1 This report has not been considered by any other committee.

7. Conclusion

7.1 In contrast to the other sites in the approved private led small sites programme, which have all been previously development, the above sites involve the loss of open space. The land at Mercian Way is ancillary to the recreation ground, no objections were received to it's disposal and the proposed exclusion of The Lodge is a predominately commercial decision. The land at Norway Drive has significant history and members need to make their decision based on what they feel is right for the whole community.

8 Appendices

- Appendix 1 Consultation Response to Norway Drive Open Space Disposal
- Appendix 2 Moot Hill Partners Summary Report on Norway Drive Open Space Disposal
- Appendix 3 Architectural Feasibilities for Mercian Way
- Appendix 4 Site Plans (1:2500)

9 **Background Papers**

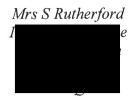
Village Green Application – Land to the South of Wexham Nursery – September 2004

Small Sites Development Strategy Cabinet Report – September 2015 Small Sites Development Strategy Update Cabinet Report – March 2016 Small Sites Strategy Update – Additional General Fund Sites Cabinet Report – June 2016

Small Site Strategy Update – Wexham Phase 3 and Land Adjacent Mercian Way – July 2017

Moot Hill Partners Report on Norway Drive Open Space Disposal – September 2017

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July 2017

For the attention of: Head of Legal Services Slough Borough Council St. Martin's Place 51 Bath Road Slough SL1 3UE



Sir/Madam,

Re: Disposal of land lying to the north of Norway Drive

I am astonished to find a small notice in my local Press regarding Slough Borough Council's intended 'disposal' of further recreational land to the north of Norway Drive.

I'm even more astonished that the notice has the audacity to mention the Local Government Act 1972. This Act has been totally disregarded and ignored by Wexham Court Parish Council for the last four years or so, and is now apparently also being disregarded by the borough council.

Frankly the Acting Head of Legal Services who has published this notice should already be aware that the disposal of this Parish Land is not 'legal' in any way.

The former Parish Council fought for many years to protect our Parish Land for the benefit of local residents and future generations, and long-term leases were secured in 2007 until 2032 (and subsequently renewable in accordance with the Law). This achievement was celebrated and relating information was published on the Parish Council's official website and in the Press.

Despite all this effort by the former Independent Councillors and the Clerk it didn't take long for a new Labour-controlled Parish Council to rescind the Agreement For Lease on the wedge of land next to the care homes for development, even though it had been promised to the people of Wexham "in perpetuity" by both the Parish and Borough councils. Objections were raised by members of the public, including a petition of 452 signatures (a copy of which

Formal objection to disposal of land north of Norway Drive, Page 1 of 5

is in my possession and can be provided upon request), but this was ignored and the Council failed to carry out any consultation.

Indeed, residents have never been consulted, or even informed, about giving up any of our Parish Land.

It is no secret that the Labour Group have been wanting to surrender our land for development for some years, the true motive for which is unknown. However, at several Parish Council meetings during 2013-2015 I was assured that the remaining leases would be retained and NO further recreational land would be rescinded, surrendered or developed. These assurances were given to me and my fellow residents at **Public Meetings of Full Council**, and were Minuted by the Clerk. However, Minutes were frequently altered by the controlling council during this time to remove such references, and even Minutes that had been approved by Full Council and signed by the chairman were illegally altered and substituted during 2014.

Sadly I have recently learned that these assurances were completely bogus and the residents of Wexham have been deceived.

At the time of the public consultation regarding the development currently being built, on the land which was formerly under the Agreement For Lease, several questions were raised about the road that was shown on the plans as leading to the recreation park. We were told by the developers and the borough council representatives who were present that this would simply be a turning point, but it has now become clear that this road will be extended into our park to lead to more houses and they knowingly lied to the public.

More recently we were also promised that an expert would be visiting Wexham to assess and report the impact of all the development on the local infrastructure, and address the concerns raised, but it would appear that this was yet another lie.

The actions of the Labour Council in regard to our Parish Leases, and their behind-closed-doors policies, are clearly unethical and unlawful since it is the duty of a council to represent the best interests and the wellbeing of its residents. However, it has come to my notice that this Council has now rescinded yet another Parish Lease - again behind closed doors, again devoid of any public consultation, and with no consideration for our rights and needs.

We haven't even received any **statutory Annual Report** since 2012, the purpose of which should be to inform us of the Council's activities, contact details and financial performance (or lack of performance!), and should include

Formal objection to disposal of land north of Norway Drive, Page 2 of 5

an invitation to residents to attend the Annual Parish Meeting. Further, no **statutory Annual Parish Meeting** has even taken place for several years. No 'due care and attention' is being exercised in accordance with Regulations and these councillors are consistently failing in their duty of care to the electorate... including spending all our public funds at their own convenience and with no accountability.

It has become crystal clear that the surrender of our Parish Leases has taken place simply to fund the out-of-control spending by the council. One has to wonder which individual councillors have personally gained from all of these secretive negotiations that have been taking place during the last four years??

I recall that a Resident Consultation Working Group was elected at the May 2014 Annual Meeting of the Council, but sadly the duties of this group of councillors did not appear to include any consultation in relation to our Parish Land. Instead the matter was discussed at Special Meetings and Part 2 meetings from which the public was excluded (and lacking a proper Resolution to do so).

The possible surrender of Parish Land north of Norway Drive was raised by a group of councillors and discussed at a Meeting of Full Council on the 16th September 2014. It was formally AGREED and MINUTED that "this should be decided by Wexham residents and a full public consultation would take place before any final decision could be reached." The council's failure to action this Resolution is nothing short of scandalous.

Development of this land will be detrimental to the wellbeing of local people since it will diminish the rights of the residents and our children who use the land for recreation and leisure. The public is being denied the right to local amenities and nobody is listening to us.

All of the above elements of the Parish Council's failings constitute breaches of the Law and the Councillors' Code of Conduct.

In addition to the above, I strongly object to the sale of this Parish Land on the following grounds:

- Development of this open green space would be detrimental to the rural environment of the area and detrimental to the wellbeing of the residents who use it and have enjoyed it for decades.
- Excavation of the land was attempted several decades ago resulting in subsidence of the surroundings due to gravel extraction and the presence of underground streams. Therefore any new excavation required for

Formal objection to disposal of land north of Norway Drive, Page 3 of 5

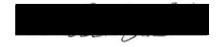
development would be damaging and possibly dangerous to nearby properties. Both the Parish and Borough councils have been made fully aware of this fact.

- Any further development of our Parish Land would exacerbate existing problems in relation to the additional traffic and parking issues that are already evident on and around the Wexham Estate.
- The visual skyline would be spoiled, and the open green space available for community recreation would be minimalised. Approval of any development would therefore result in an unacceptable quality and degree of remaining amenity space and would be contrary to the needs of residents.
- Developments of the land would place an unacceptable additional burden on domestic services (water, sewers, etc.) which are already overstretched.
- Yet another large development would not in the best interests of the Wexham Court Estate and would not be in keeping with the character of the neighbourhood. Such developments are damaging to the overall aesthetic appearance of the area, alter the street scene, remove the existing spacious arrangement which was originally intended for the area and is enjoyed by the people residing here, and encroach on the rights of the said people.

The Local Plan for Slough and SBC's Planning Policy Guidelines take into account the requirements of neighbourhoods such as Wexham by applying various policies to prevent overdevelopment and loss of amenity space. These policies should therefore be fully considered, and thus prevent the sale of our land.

Recent decisions by the Planning Department in respect of approving large developments are eroding the identity and pleasant outlook of Wexham Court, and our historic Wexham Village has been completely engulfed and is unrecognisable.

Please formally register my objection to the sale of our Parish Land and ensure that the rights of the residents to enjoy this land is preserved for future generations as it has always been.



Samantha Rutherford

Formal objection to disposal of land north of Norway Drive, Page 4 of 5

This letter is endorsed and supported by many local residents including the undersigned:

NAME	ADDRESS	SIGNATURE
PAT CORPS.		
G. CORPS. P. SAUNDERS		
D. Ecan		
H. EGAN		
J DEERE.		
J MORY MOYO		
EDAV3 AMELIS		
JOHN MEAND		
Johnson Butcher		
BYICH BUTCHER		
5 RODENBY		-
S SINWIL)		V
A. Parky		_
B. Pavirul		_
R. Kocher		
S. Kooner		
S- Pacher		-
B- Panon		-
12 · Panin		-
7:11-550:0		
POTOAL VALIR		2
MOVILLA OF HIMA		
ENTO THIEZELY		
PROSPET SNIFTEH		
VALLIPURAM NADESAN		
Ranii Nadesa		
Ranji Nadera TANYA THOMAS J. SMIE RUTHERTOZD		
AMIE RUTHERTOZIO		

Formal objection to disposal of land north of Norway Drive, Page 5 of 5

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Summary report for Slough Borough Council Cabinet Meeting
The disposal of land to the north of Norway Drive, Wexham known as Norway Drive Recreation
Ground.

The Council has engaged Moot Hill Partners LLP to undertake an investigation and consultation with the objectors and Council staff: by introducing some distance between the Council officers and the objectors it was anticipated that greater cooperation would improve the quality of the report to Cabinet and help inform the decision to proceed or not with the proposed disposal. Terms and conditions applying to the surrender of the lease mean that the financial risks to the Council increase on 3 November 2017.

The Council advertised the proposed disposal of the land and advertisements appeared in two separate editions of Slough Express: 23 and 30 June 2017.

As a result of the advertisements, the Council received one substantial objection which was signed by a further 30 Wexham residents. Moot Hill have examined and investigated the objections. Those investigations were limited by the scope of the exercise and were not exhaustive.

They fall under two principal headings:

- 1. **Governance: Wexham Court Parish Council** and they include complaints/allegations that
- Residents have never been consulted or even informed of the proposed surrender;
- Promised expert assessment and report to address concerns raised did not take place;
- Resident Consultation Working Group elected at May 2014 PC meeting only reported in private;
- · Failure to hold statutory PC meetings for several years;
- Assurances given at WCPC meetings by SBC Councillors during 2013-15 broken;
 Deception; WCPC minutes altered after the event to conceal assurances;

Note: Senior SBC employees/officers attended a PC meeting on 9 September 2014. There are allegations from a resident and counter allegations from the PC that the minutes of a subsequent and associated meeting held on the 16 September 2014 were altered in the reporting of an alleged 'agreement' that there would be a full consultation with Wexham residents on the disposal of the land. Signed minutes of either meeting have not been produced to support the allegations. One serving parish councillor asserted that the signing of parish meeting minutes was regularly delayed.

- Breach of law and Councillors' Code of Conduct;
- Further Parish Lease rescinded without consultation;
- WCPC Failure to provide statutory accounts since 2012;
- WCP Councillors spending public money without accountability/benefitting personally;

Summary conclusions:

The governance objections, as far as we could see within the agreed scope of our investigation, appeared to be politically motivated. Some were abandoned during our investigations; some had scant evidence to support them and others are receiving monitoring from officers of SBC.

The most potentially serious allegations, which were procedural, were not substantiated during our investigations.



Because the objections we considered had a small supporting base, it is to be inferred that a majority of the approx 7000 Wexham Court Parish residents (who will benefit collectively from the money raised by the surrender of the lease) are likely to be either in favour or neutral.

2. Objections relating to planning matters.

 Public to be denied access to amenity land to the detriment of their wellbeing; undertaking by SBC representatives to retain remaining land as 'public open space in perpetuity';

Note: See note on meeting 9/9/14 and 16/9/14 above. There may also be some confusion about the amount of land remaining and it is within the capacity of SBC to clarify that some open space will remain.

· Risk of subsidence and potential property damage;

Note: The remaining open space is alleged to be subject to flooding and poor drainage. Potential engineering consideration if the objection is raised again at the planning stage.

Traffic and parking problems;

Note: Potential highways consideration if the objection is raised again at the planning stage.

Additional burden on domestic services and utilities;

Note: Reports of a marked drop in water pressure since Phase 1 has been occupied. Potential engineering consideration if the objection is raised again at the planning stage.

- Visual skyline spoiled;
- Proposed development not in keeping with character of locality and damaging to its visual appearance;

5 October 2017

CAPACITY SURVEY

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CAPACITY SURVEY

DIFFERENCE CAPACITY SURVEY

PRACTICE

PRACTICE

PROPOSED PRACTICE FRANCE CONTRIBUTION

MERCIAN WAY, SLOUGH, SLI SLY

PROPOSED SITE PLAN LAYOUTS

OPTION B. HOUSES KEPING THE LODGE SITE

Scale: 1500GA3

Date: 1500GA3

Date:

NOTES

Keeping the Lodge

5no. 3 bed 6 person houses @ $100 m^2$

10no. Car park spaces.



Page 23



NOTES

Demolishing the Lodge

8no. 3 bed 6 person houses @ 100m² 160m² ten park spaces.



Page 24

Resources **Asset Management**

Scale 1: 2,500

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Land Adjacent Mercian Way



Scale 1: 2,500

N

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Wexham Phase 3



SLOUGH BOROUGH COUNCIL

REPORT TO: Cabinet **DATE:** 16th October 2017

CONTACT OFFICERS: Stephen Gibson, Head of Asset Management

David Martin, Principal Asset Manager

(For all enquiries) (01753) 875852

WARD(S): Central

PORTFOLIO: Urban Renewal - Cllr Ajaib

Leader of Council - Cllr Munawar

PART I KEY DECISION

SLOUGH BASIN UPDATE REPORT

1 Purpose of Report

- 1.1 In February 2017 Cabinet approved, having consideration to disposal notice responses, the granting of a conditional option to Slough Urban Renewal ("SUR") over land holdings controlled by Slough Borough Council ("SBC" or "the Council") at Slough Basin. Since then, SBC completed on the conditional purchase of Stoke Wharf from Travis Perkins Plc in June 2017 and exchanged on the option to SUR in August 2017. The minimum land value under the SUR option agreement is the acquisition cost incurred by SBC and any reasonable development costs.
- 1.2 This purpose of this report is to seek approval to a demolition budget to fund the clearance of the Stoke Wharf site, the cost of which will be deemed a reasonable development cost and recovered from the minimum land value payable by SUR from the development receipts of the regeneration scheme.

2 Recommendation(s)/Proposed Action

The Cabinet is requested to resolve:

- (a) That it be noted that the Council completed on the conditional acquisition of Stoke Wharf builder merchants from Travis Perkins Plc, for the existing industrial use value, in June 2017 and now owns the freehold title.
- (b) That it be noted that the option agreement to SUR exchanged in August 2017 with completion anticipated next year; and
- (c) That delegated authority be given to the Assistant Director, Finance & Audit to agree the expenditure of up to £500,000 of reasonable development costs at Slough Basin, including the demolition of existing buildings at Stoke Wharf, the cost of which is to recoverable from the regeneration project though the minimum land value payable by Slough Urban Renewal.

3. The Slough Joint Wellbeing Strategy, the JSNA and the Five Year Plan

The creation of expediently delivered high quality new housing will maximise the value of the Council's asset base, increase council tax receipts and provide an income stream that can be used to contribute towards the provision of front line services.

3a. Slough Joint Wellbeing Strategy Priorities

The new housing being constructed will create local employment opportunities whilst increasing apprenticeship opportunities, enabling local people to improve their learning and skill base. Delivering new homes will improve the quality of the built environment and the image of the town whilst providing much needed housing accommodation. The scheme is being designed with security as a key consideration and will be constructed in line with current Health and Safety regulations.

3b. Five Year Plan Outcomes

Working expediently to deliver this regeneration scheme is addressing the five year plan outcomes through:

- Outcome 3 Regeneration sites such as Slough Basin, which create new
 public places and capitalise on natural capital, like the canal, contribute
 towards ensuring Slough is an attractive place to live, work and visit,
- **Outcome 4** Residential led regeneration contributes towards our residents having access to good quality homes; and
- Outcome 5 Creating high quality mixed use places at gateway location, like Slough Basin which is located on Stoke Road (B416) near the boundary to South Bucks/ Stoke Poges contributes towards attracting and retaining business, investment and jobs.

4 Other Implications

a) Financial

SUR is a Limited Liability Partnership owned by SBC and Morgan Sindall Investments Ltd ("MSIL"). Part of it's objective is to make a commercial return for the partners. The delivery cost of the scheme is covered by development sale receipts.

On General Fund sites such as the SBC owned elements of Slough Basin; the land value represents the Council's equity investment into SUR. This equity investment is documented in what is termed a loan note. The loan note put simply is a document which records the fact that the Council has loaned money to SUR which is intended to be repaid on the development's completion. Because the land value represents the Council's "equity investment" in SUR, the risk of the development and land value remain with the Council. As a result the precise level of capital that will be returned to the Council at the end of the development will depend upon whether there are sufficient funds available from the eventual sale of the completed development.

Based on the current development appraisals the Gross Development Value ("GDV") of the scheme is in the region of £95m. SBC will receive best consideration for its land holdings whilst participating in SUR's share of the development profits.

All reasonable acquisition and development costs incurred by SBC will be added to the minimum land value and recovered on repayment of the loan note.

b) Risk Management

Risk	Mitigating action	Opportunities	
Property – House prices could fall, resulting in anticipated sales values being unachievable.	Morgan Sindall are a commercial partner and will ensure all development realised is financially viable and synced to market cycles. Planning consent is subject to viability and delivery issues and can be raised with the local planning authority (LPA).	The Council will participate in any growth in value achieved during the construction period. The Council has created a subsidiary company that could acquire a number of the completed properties in this scheme for private rent.	
Human Rights	No risks identified		
Health and Safety – workers are harm or killed during the course of construction or local residents are harm accessing the sites.	All development works procured by SBC will be in accordance with Health and Safety Executive (HSE) standards.		
Employment Issues	No risks identified		
Equalities Issues	No risks identified		
Community Support	No risks identified	A community liaison manager with ensure local residents are well informed and considered during the demolition process.	
Communications	No risks identified	The development of the long awaited scheme is a positive story that makes the best use of Council assets.	
Finance – the project cannot	If a planning policy compliant	If land values increase during	
sustain the minimum land value payment to SBC	scheme becomes non viable financially planning obligations can be raised with the LPA to ensure delivery.	the promotion period this will be reflected in the land value paid.	
Finance –The developments does not generate a profit or makes a loss	External consultants at transfer will review costs and revenue to ensure that the project is viable and will deliver a profit.	All risk associated with profit is shared with Morgan Sindall Investments Limited (MSIL).	
Project Capacity – lack of resource delaying delivery	SUR have employed additional management staff to cover increasing work streams and the project is being delivered in conjunction with Waterside Places (a JV between the Canal and River Trust and MUSE)	The ever increasing development programme helps secure a skilled workforce focussed on the regeneration of Slough.	

c) <u>Human Rights Act and Other Legal Implications</u>

This development is within the scope envisaged during the establishment of SUR which was procured through a process compliant with EU and UK Regulations.

Under Section 123 of the Local Government Act 1972 the Council have power to dispose of such land in any manner they wish but they cannot do so (except in the case of a short tenancy of less than 7 years) for a consideration that is less than the best that can be reasonably obtained, without the consent of the Secretary of State.

The Secretary of State has issued a General Consent (Circular 06/03) which permits Councils to dispose of land at an undervalue not exceeding £2,000,000 if the Council considers that the purpose for which the land to be disposed of is likely to contribute

to the achievement of the promotion of one or more of the economic well-being, the social well-being or the environmental well-being of the whole or any part of its area or of all or any persons resident or present in its area.

d) Equalities Impact Assessment

There are no equalities issues associated with this report.

e) Property Issues

See section 5 below.

5. **Supporting Information**

Background

- 5.1 The site is currently in now in two ownerships: Canal & River Trust (CRT formerly British Waterways) and Slough Borough Council (SBC).
- 5.2 The Strategic Acquisition Board approved the acquisition of land holdings owned by Travis Perkins at Stoke Wharf for their existing industrial use value (verified by and external valuation undertaken by the District Valuer) and the conditional sale completed in June 2017.
- 5.3 The Slough Basin scheme is to be promoted and delivered in partnership with Waterside Places ("WP") a joint venture between the Canal and Rivers Trust ("CRT") and Muse (the regeneration developer arm of Morgan Sindall Plc). SUR and WP will share the profit so SBC will participate in the share attributed to SUR under the joint venture. Consequently in this scheme, SBC will receive up to 25% of the net profit plus the value of the land that SBC has contributed to the Slough Basin scheme.
- 5.5 The working assumption is that the scheme will provide 243 new homes, providing 220 new apartments and 23 new houses, including a mix of tenures. Based on the existing programme, it is assumed that (subject planning approval and a separate report to cabinet seeking approval for a disposal based on the best value valuation) that the project will start on site next year and complete by 2021.

6 Comments of Other Committees

6.1 This report has not been considered by any other committees.

7. Conclusion

- 7.1 The redevelopment of Slough Basin has considerable regenerative benefits and could be one of the most transformational schemes proposed within Slough.
- 7.2 Approving the expenditure of recoverable development costs will enable SBC to eliminate business rate liabilities, through demolishing existing buildings, whilst improving the delivery programme of the project meaning that this important regeneration scheme is realised sooner.

8 Appendices

None.

9 **Background Papers**

Cabinet Report – Slough Basin Update – February 2017

Cabinet Report - Slough Basin Option - October 2016

Slough Local Development Framework Site Allocations DPD - November 2010

Slough Parks and Open Spaces Management Framework 2012-2017

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SLOUGH BOROUGH COUNCIL

REPORT TO: Cabinet **DATE:** 16th October 2017

CONTACT OFFICER: Charan Dhillon, Head of Facilities Management

Neil Wilcox, Director of Finance and Resources

(Section 151 Officer)

(For all enquiries) (01753) 875945

WARD(S): All

PORTFOLIO: Councillor Bal, Cabinet Member for Environment & Leisure

PART I KEY DECISION

ARBOUR PARK COMMUNITY STADIUM AGREEMENTS

1 Purpose of Report

The purpose of this report is to seek approval from Cabinet to enter into an agreement with Slough Town Football club for use and profit share of Arbour Park Community Stadium and also agree catering and bar provision arrangements. Due to the opening of this new stadium, we also seek approval for the amendments to the policy, terms and conditions and pricing (previously approved on 18th January 2017 by CMT and circulated to members).

2 Proposed Action

The Cabinet is requested to resolve:

- (a) That the terms of the agreement proposed with Slough Town Football Club as specified in Appendix 1 be agreed.
- (b) That food and drink provision be operated at Arbour Park Community Stadium on match days and all other events/hiring of the asset, as outlined in section 5.2.
- (c) That the proposed changes to the Council's Public Room Booking Policy and Terms & Conditions as specified in Appendix 2 be agreed, so the requirements of the new Stadium are incorporated into the Policy and Terms & Conditions for each booking.
- (d) That the updated pricing schedule as specified in Appendix 3, reflecting Arbour Park Community Stadium proposed prices for hire be approved.

3. The Slough Joint Wellbeing Strategy, the JSNA and the Five Year Plan

The Arbour Park Community Stadium supports all local communities of all ages while maximising the council's asset base and providing an income stream that can be used to contribute towards the provision of front line services. The opening of the new stadium supports the wellbeing of residents, encouraging the use of this facility to lead safe, fulfilling, prosperous and healthy lives.

3a. Slough Joint Wellbeing Strategy Priorities

The Arbour Park Community Football Stadium provides residents access to a 'fit for purpose' community asset, enhancing wellbeing requirements encouraging the community to use the facility to get active and increase life expectancy while also improve mental health and wellbeing.

3b Five Year Plan Outcomes

The Arbour Park Community Stadium demonstrates investment in our assets to put people first and support delivery of all outcomes in the Five Year Plan. Introducing such a fabulous facility to Slough will help us to attract, retain and grow businesses and investment to provide jobs and opportunities for our residents while also making Slough an attractive place where people choose to live, work and visit. We are offering our communities a facility that supports healthier living.

4 Other Implications

(a) Financial

STFC have been offered a discounted rate at £15k pa and although this will reduce monetary income for the stadium, the social return on investment will compensate for this discount as specified in section 4.2 where intiatives STFC will be required to deliver have been specified. When costed, the indictative costs of this social return on investment is estimated at £68k pa. Performance and delivery of these initiatives will be closely monitored by the Building Management team through monthly meetings with STFC, liason with SBC services to support evidence of output and liason by STFC with them, ie Education, Health etc.

(b) Risk Management

Risk	Mitigating action	Opportunities
Legal	No risks identified.	N/A
Property	No risks identified.	Enhance our Assets.
Human Rights	No risks identified.	N/A
Health and Safety	No risks identified.	N/A
Employment Issues	No risks identified.	Create jobs for people to serve the communities out of this asset.
Equalities Issues	No risks identified.	N/A
Community Support	No risks identified.	Deliver local needs.
Communications	No risks identified.	N/A

Community Safety	No risks identified.	Providing community activities out of our assets will enhance community safety.
Financial	The income may not cover the asset running costs, however ongoing initiatives will support income generation.	Income generation.
Timetable for delivery	No risks identified.	N/A
Project Capacity	No risks identified.	N/A
Other	No risks identified.	N/A

(c) Human Rights Act and Other Legal Implications

The report does not have any legal or human rights act implications

(d) Equalities Impact Assessment

There is no identified need for the completion of an EIA at this stage.

5 Supporting Information and Proposals

5.1 Background - Slough Town Football Club

Slough Town Football Club (STFC) is a senior non-league football club representing Slough, England. From 1973 Slough Town played at the Wexham Park Stadium. At the end of the 2002–03 seasons the club vacated Wexham Park Stadium. During the next four seasons (2003–04 to 2006–07) the club was based in Windsor, ground-sharing with Windsor & Eton at their Stag Meadow ground. In the summer of 2007, the club agreed a three-year ground-share with Beaconsfield SYCOB that was extended to cover the 2010–11 seasons and continued until STFC moved to Arbour Park Community Stadium in August 2016.

Since June 2009, Slough Town FC was promoting a proposal submitted to Slough Borough Council for permission to build a new stadium within the Borough of Slough. In July 2014, cabinet approved a new CSF (Community Sports Facility) to be developed on the Arbour Park site. Members welcomed the fact that the proposed stadium would be as flexible as possible to accommodate STFC and ensure that there could be as wide a use as possible. The Community Sports Facility is now in full operation and being managed by the council's Facilities Management team and the stadium is STFC's new base.

5.2 Proposed Arrangements for the use of Arbour Park Community Stadium

5.2.1 General Provision

The community and users of the venue should be offered choice and variety, as at all other council community venues. Therefore there should be no restriction to the hirer for catering and drink where they have no intention to sell this to their invitees and purely offer their guests food and drink at no cost. Hirers will have the choice of using their own caterer for food and drink provision, encouraging use of Slough's local businesses for this provision. As Slough Borough Council officers will use the council's approved suppliers for business provision, hirers will also have the option of using these providers. If they require catering and bar to be on sale to their visitors, then Slough Town Football Club will be asked to provide this service, with Slough Borough Council retaining 50% of the profits.

5.2.2 Provision/Agreement proposed with Slough Town Football Club (STFC)

With regards to STFC, it is proposed that the council enters an 18 month agreement with STFC, with a break clause enabling either party to terminate the agreement giving a minimum of 3 months notice. On the 12th month of the agreement, the council will review progress and decide if changes to the arrangements are required, **see appendix 1** for proposed terms. The following is proposed:-

STFC provide their own food and bar on match days to players, fans and all other visitors. They will be given use of the 1st floor kitchen from where they will prepare and serve food and bar to serve alcohol. They will also retain the tea bar on the ground floor. STFC shall agree that the council receives 50% profit from sales on the site from any catering and bar provision, including the tea bar. Profit is defined as: Total Revenue less cost of goods sold less wage cost. Cost of goods sold is defined as: the wholesale price of goods sold at point of sale only. Wage cost is defined as: The wage cost of staff paid on the day of sales for arbour park sales only, however STFC will be expected to have very minimal staff costs as the council will require them to deploy volunteers as much as possible. STFC will also be required to offer the following Social Return to the local Community at no cost to the council:-

- a. STFC to supply 50 free children's tickets together with a subsidised £5 adult entry ticket to one local Slough School **for each home League game**. Schools throughout slough will be selected in alphabetical order and in conjunction with the Council's Education Service.
- b. Evidence continued support to local charities and Slough schools and clubs. Invite children from schools and clubs to be mascots. This is a requirement for each match where mascots are to be used.
- c. At least once a month invite 20 Slough based children for a one hour exclusive training session with the joint managers/players before a first team game. This would take place before a match so children can spend an hour on the pitch, have a tour of Arbour Park and then watch the game.
- d. At least once a month conduct talks by Players or Managers. They will be required to conduct a talk on 'getting into football' and their experiences. This may be done at

- schools or as players/managers work it may be carried out at Arbour Park before a game. This can be conducted in the first floor room.
- e. Lead an end of season tournament over a weekend for all ages.
- f. Offer summer football courses at Arbour Park with a view to generate income for the Council, while also encourage children to get active.
- g. Continue to focus on encouraging children to become season ticket holders by including a home shirt and a signed photo of a player. This will aim to keep parent and children interested in football and therefore encourage them to participate in such a sport.
- h. Offer children's parties at Arbour Park before a game or training and allow the children to have 30 minutes on the pitch and meet players.
- i. Demonstrate commitment and success of engaging with the community to encourage participation in football, in particular working with different ethnic minorities, females as well as tackling childhood obesity and therefore encouraging children to 'get active'.
- j. Commit and demonstrate working with the council's Health Specialist, to support engagement with the community and achievement of requirement (i).
- k. Continue with Community Added Value initiatives as demonstrated in **Appendix 1b.**
- I. Offer any other initiatives that will encourage use of Arbour Park Community Stadium, while also generate income for the council and support social value.
- m. Any income generated from the above initiatives will be 100% payable to the council.
- n. STFC must demonstrate initiatives and commitment to recruiting local players who are residents of Slough. A minimum of one attendance per month to a local football club with a view to scout and develop young talent.
- o. Develop a girl's only football team.
- Any complimentary meals, snacks or drinks provided to players, officials etc. will be 100% at STFC own cost, the council will bear no financial liability at all.
- STFC would need to meet all statutory food safety regulations and will be subject to inspection by Environmental services.
- STFC will be the Designated Premises Supervisor DPS for serving Alcohol.
- The council will install an electronic till with a card facility, so all payments for food and drink are received through this method and sales easily identified.
- STFC will be required to present full accounts to the councils Head of Facilities Management and dedicated Accountant on a monthly basis.

STFC will provide a bar and/or catering service to any other event where requested
by the council or their customer. 50% of profit from these sales will be paid to
the council. However, customers will be given the choice of providing food and
drink themselves, as long as they are not selling it to their invitees/customers.

5.3 Amendments to the Policy and Agreement

The Council's Public Facility Booking Policy and Terms & Conditions as per **Appendix 2** has been updated to incorporate the terms for the hire of the new Stadium. This policy and terms & conditions are reviewed annually as per auditor's requirements and therefore were last reviewed and approved in January 2017. Minor amendments have been made to incorporate the requirements of the new stadium.

5.4 Pricing

In producing proposals for the future pricing structure for the new community sports facility's pitch hire, a benchmarking exercise has been undertaken. Fourteen facilities providing a 3G pitch facility for hire by the community were used for comparison purposes. The Arbour Park facility will be available for community hire. The facility offers a 3G pitch which is FIFA pro standard (previously FIFA 2 star rating). There are only 24 pitches of this standard and specification across the country and the pitch will be required to be inspected annually to ensure it complies with FA and Southern League standards for competitive league fixtures. It is recommended that only 50 hours of use per week is made of the pitch to sustain this rating. There will be four main changing facilities available for use and their use is inclusive of hire charges.

The proposed pricing structure is based on:

- Peak use Monday to Friday 5pm to 10pm Saturday and Sunday 9am to 10pm)
- Off peak use Monday to Friday 9am to 5pm

The benchmarking exercise included comparison with Langley Academy School, Burnham Grammar, Wexham Secondary School, Hershel Sport Centre, John Hampden Grammar School, Sutton Coldfield Town FC, United, Dartford FC, Maidenhead United FC, Westfield Academy (Watford), Maidstone United FC, Hitchen Town F.C, Hayes and Yeading United F.C, The Spartans Community Football Academy and Surrey Heath Borough Council.

The pricing proposal for the rooms has been based on a benchmarking exercise against the council's existing charges for rooms of a similar standard i.e. at The Curve, as well as comparison with previous benchmarking against other private venues.

Cabinet are asked to review and approve the pricing as per **Appendix 3**.

6 Comments of Other Committees

There are no comments from other committees.

7 Conclusion

The Arbour Park Community Stadium opened fully in May 2017. On 10th July 2017, the Facilities Management team were asked to take over full management of this facility as the councils Corporate Landlord and asset management expert. The team has worked hard to implement necessary processes and procedures to ensure the smooth running of this facility, while working with hirers and suppliers to negotiate use, charges and agreements. Now that the facility is fully operational it is paramount that these agreements are implemented ASAP, as without them there is uncertainty for all parties involved as well as risk. Therefore it is recommended that the Cabinet review this documentation with a view to approve recommended proposals. Following a year of operation, the Facilities Management team will review the agreements, pricing etc. to assess if there is a requirement to implement changes.

The Cabinet is requested to review section 5 above, appendices 1, 2, 3 and authorise officers to proceed with implementing the proposals.

8 **Appendices Attached**

'A' - Appendix 1 – Proposed Agreement with Slough Town Football Club
 'B' - Appendix 2 – Public Buildings Booking Policy and Terms & Conditions

'C' - Appendix 3 – Pricing Schedule

APPENDIX 1 – Proposed Agreement with Slough Town Football Club

SUBJECT TO CONTRACT

Heads of Terms

In respect of STFC's use of Arbour Park, Slough, SL2 5AY (the Arrangement)

Between

- 1. Thames Valley Sports & Leisure Limited (company number 5223594) T/A Slough Town Football Club (STFC)
- 2. Slough Borough Council (SBC)

Background

Arbour Park phase 2 was handed over to the Council in May 2017 and now operates as a community sports stadium, managed by the Councils Facilities Management Team. The stadium serves the local community, with STFC as a key user of the facility. The Council is eager to support STFC in continuing to operate a successful football club, recognising their importance to the local community of Slough, however we also appreciate that there is a need to cover building running costs.

This agreement sets out the principal terms and conditions which the above-named parties propose to enter into for the Arrangement. These Heads of Terms are not intended to be legally binding and the Arrangement is subject to agreement by Cabinet and the completion of formal legal documents, which will contain additional terms and conditions.

Terms

- 1. This agreement will commence on 2017 and will last for 18 months, with a break clause enabling either party to terminate the agreement giving a minimum of 3 months notice
- 2. On the 12th month of the agreement, the council will review progress and decide if changes to the arrangements are required. An open book financial review will be undertaken on the first anniversary year following commencement of this agreement to allow both parties to assess the actual financial impact of the arrangements and decide whether to continue, or modify, the arrangement for future years.
- 3. The football season runs from 1st July to the last game of the season (which is generally the end of April assuming no play-off games).
- 4. STFC will be granted a licence to train at and play **all their <u>first team</u> home games only** (which includes league, cup and pre-season friendlies) at Arbour Park ("the Facility") during the football season. All other use will be charged as per published rates.
- 5. On match days STFC will have Licence to exclusive use to all areas of the Facility (except plant rooms) but not exclusive of SBC staff working at the facility. On training nights the licence to use the Facility by STFC shall be limited to the pitch, changing and physic rooms. The Facility will remain the responsibility of and in the control of SBC at all times.
- 6. Agreed time for the pitch and the other facilities for use by the STFC First Team Only:-

Match Days

Saturday – 13.00 to 17.00 (pitch) and 12.00 to 18.30 (Facility) Tuesday – 18.00 to 22.00 (pitch) and 17.30 to 23.00 (Facility) (It is noted that there may be the occasional bank holiday game)

Training

Tuesday and Thursday – 19.30 to 21.00 (pitch, changing and physio room)

- 7. STFC agree to pay to SBC £15K per season for usage as detailed in points 4 6.
- 8. STFC keep all income generated from match day operations which, whilst not an exhaustive list, would include gate receipts, season tickets, the sale of golden goal tickets,

- programme sales, game sponsorships, club shop sales, parking, match day sponsorships, match day advertisings.
- 9. SBC allocate some exclusive physical space to enable STFC to retain some equipment and supplies at Arbour Park. Such space to include space to store football equipment (e.g. balls, training kit, steward's jackets), physio equipment in physio room, kitchen supplies and equipment in tea bar and shop supplies.
- 10. On match days and consistent with the previous season STFC to operate and manage downstairs tea bar and downstairs bar subject to SBC's agreement with the concession. The tea bar and downstairs bar will close on match days on the 75th minute of the game. STFC will ensure the tea bar and downstairs bar are clean and tidy during and after the game.
- 11. STFC will be granted licence to use a dedicated space for the Club Shop function.
- 12. STFC are allocated 60 pitch perimeter advertising spaces and are permitted to sell these spaces and retain the income generated. However, the price that these spaces are sold at, whether individually or as part of a package, must not be sold at less than the pre-agreed price for one space. STFC agree to provide the names of any board advertisers to SBC for approval.
- 13. Apart from what is listed in this form and specific club/match day sponsorship/advertising SBC retain all other sponsorship and advertising opportunities for the Facility.
- 14. Subject to any agreement to the contrary STFC and SBC agree to pay any agreed invoices within 30 days of invoice date.
- 15. The initial invoice for £15,000 will be payable in three instalments of £4,000 on 1 August £4,000 on 1 December and £7,000 on 1st March.
- 16. STFC provide their own food and bar on match days to players, fans and all other visitors. They will be given use of the 1st floor kitchen from where they will prepare and serve food and bar to serve alcohol. They will also retain the tea bar on the ground floor. STFC shall agree that the council receives 50% profit from sales on the site from any Catering provision, including the tea bar. All sales transactions must be processed through the council's till system wherever food or drink is being sold. Profit is defined as: Total Revenue less cost of goods sold less wage cost. Cost of goods sold is defined as: the wholesale price of goods sold at point of sale only. Wage cost is defined as: The wage cost of staff paid on the day of sales for arbour park sales only, however STFC will be expected to have very minimal staff costs as the council will require them to deploy volunteers as much as possible. STFC will also be required to offer the following Social Return to the local Community at no cost to the council:
 - a) STFC to supply 50 free children's tickets together with a subsidised £5 adult entry ticket to one local Slough School for each home League game. Schools throughout slough will be selected in alphabetical order and in conjunction with the Council's Education Service.
 - b) Evidence continued support to local charities and Slough schools and clubs. Invite children from schools and clubs to be mascots. This is a requirement for each match where mascots are to be used.
 - c) At least once a month invite 20 Slough based children for a one hour exclusive training session with the joint managers/players before a first team game. This would take place before a match so children can spend an hour on the pitch, have a tour of Arbour Park and then watch the game.
 - d) At least once a month conduct talks by Players or Managers. They will be required to conduct a talk on 'getting into football' and their experiences. This may be done at schools or as players/managers work it may be carried out at Arbour Park before a game. This can be conducted in the first floor room.
 - e) Lead an end of season tournament over a weekend for all ages.

- f) Offer summer football courses at AP with a view to generate income for the Council, while also encourage children to get active.
- g) Continue to focus on encouraging children to become season ticket holders by including a home shirt and a signed photo of a player. This will aim to keep parent and children interested in football and therefore encourage them to participate in such a sport.
- h) Offer children's parties at Arbour Park before a game or training and allow the children to have 30 minutes on the pitch and meet players.
- i) Demonstrate commitment and success of engaging with the community to encourage participation in football, in particular working with different ethnic minorities, females as well as tackling childhood obesity and therefore encouraging children to 'get active'.
- j) Commit and demonstrate working with the council's Health Specialist, to support engagement with the community and achievement of the above requirement.
- k) Offer any other initiatives that will encourage use of Arbour Park Community Stadium, while also generate income for the council and support Social Value.
- I) Any income generated from the above initiatives will be 100% payable to the council.
- m) STFC must demonstrate initiatives and commitment to recruiting local players who are residents of Slough. A minimum of one attendance per month to a local football club with a view to scout and develop young talent.
- n) Develop a girl's only football team.
- Any complimentary meals, snacks or drinks provided to players, officials etc. will be 100% at STFC own cost, the council will bear no financial liability at all.
- STFC would need to meet all statutory food safety regulations and will be subject to inspection by Environmental services.
- STFC will be the Designated Premises Supervisor DPS for serving Alcohol.
- The council will install an electronic till with a card facility, so all payments for food at drink sales are received through this method and sales easily identified.
- STFC will be required to present full accounts to the councils Head of Facilities Management and dedicated Accountant on a monthly basis.
- STFC will provide a bar and/or catering service to any other event where requested by the
 council or their customer. 50% of profit from these sales will be paid to the council.
 However, customers will be given the choice of providing food and drink themselves, as
 long as they are not selling it to their invitees/customers.
- The Council will require STFC to be flexible and occasionally at the request of Slough Borough Council move their training day/time. Although this will only be an occasional requirement, i.e. due to cup finals at the stadium, the council will expect STFC to accommodate this flexibility.
- STFC will be required to sign and ensure compliance with the Councils Booking Facility Terms & Conditions.

The signature of these Heads of Terms on behalf of SBC shall not in any way or to any
extent prejudice SBC's statutory powers and duties as a local authority within the meaning
of the Local Government Act 1972.

No party shall use the other party's confidential information for any other purpose other than the evaluation of the Arrangement and the negotiation of the legally binding agreement.

These Heads of Terms are for the benefit of the parties to it and they are not intended to benefit, or be enforceable by, anyone else.

We confirm our agreement to the above.	
Signed by Steve Easterbrook for and on behalf of STFC	
Date:	
Signed by Neil Wilcox for and on behalf of SBC	

Appendix 1b – Examples of STFC Community Activities

STFC IN THE COMMUNITY (PAST 12 MONTHS)

1. ANNUAL SPONSORED WALK IN AID OF LOCAL CHARITIES



For the past 20 years the club together with The Slough Town Supporters Trust organise an end of season sponsored walk. This is often a walk exceeding 50 miles!

These end of season walks have raised over £20,000 for local charities and charities supported include:

- Sebastian's Action Trust
- Disability Football (PALS)
- The Stroke Association
- Shine
- SADSAD
- Slough Crossroads
- Age Concern Slough
- Treatment & Research in East Berks For Lymphoma an Leukaemia
- Shelter

Last season the walk raised funds for The Wexham Park Hospital Reminiscent Room Fund.

2. <u>SLOUGH PLAYERS AND MANAGEMENT – CHRISTMAS</u> 2016

Slough Town deliver Christmas cheer at Wexham Park

Written by Slough Town Football Club



Slough Town FC delivered gifts to children at Wexham Park Hospital yesterday.

A number of the management team and players from Slough Town Football Club visited children at Wexham Park Hospital yesterday (Thursday) to spread Christmas cheer and deliver gifts.

We appealed to supporters and local businesses to help us put smiles on the faces of children in the oncology ward and children's ward at Wexham Park Hospital in Slough by picking up an extra present while Christmas shopping – and we had a fantastic response.

The children, along with their parents were delighted to receive gifts from representatives of the club including Jon Underwood, Kevin McGoldrick and Mark Betts, along with James Dobson, Gavin James, Josh Jackman, Gurkan Gokmen, Dan Hicks and Tom Williams.

Many thanks to everyone that so generously donated and also to those who helped wrap the gifts in preparation for our visit.

A selection of images captured by Gary House can be found here.

3. SLOUGH TOWN FC - DISABLED FOOTBALL

Slough Town PALS update

Written by Alan Meredith, Slough Town PALS Manager



Slough Town PALS continue to train in preparation for the FA People's Cup.

The BOBi League has a winter break until the new year, so the team is currently holding regular training sessions at Arbour Park to improve fitness levels and take the opportunity to work on set pieces and tactical formations.

Four new players have joined so far this season as we look to enhance the quality within the squad.

Since promotion, we've adapted a slightly different playing philosophy and counter attacking style of play and we can only improve ourselves by playing at a higher level.

Without getting ahead of ourselves, I have to consider that the way things have gone so far we may well be moving up another level again at the end of the season and must prepare accordingly.

Our next match will be a friendly in January against community teams from QPR before we participate in the regional heats of the FA People's Cup - Disability Section in February.

A number of our players were invited to represent a Reading FC team – this was played at Reading FC's, Madejski Stadium! A wonderful opportunity and experience for all involved.

4. LOCAL SCHOOLS AND CLUBS ARE MASCOTS ON MATCHDAYS







5. CHRISTMAS AT ARBOUR PARK



Local school choir singing festive tunes at Arbour Park in December 2016 – and the STFC Xmas Toy Appeal – that was very well supported by the residents of Slough.

Christmas Toy Appeal - can you help?

Written by Slough Town Football Club



Please help us if you can by donating a children's toy this Christmas.

Slough Town Football Club's Christmas Toy Appeal aims to put smiles on the faces of children in the oncology ward and children's ward at Wexham Park Hospital in Slough.

We are appealing to all Rebels supporters, the general public and businesses to pick up an extra children's present while Christmas shopping and donate it to our appeal.

The ward has patients aged from 5 days to 18 years old. Ideas for presents would include board games, art sets, toiletry sets for teenagers, and baby toys and books for the younger children.

A number of the Slough Town management team and players will be visiting the wards on Thursday 22nd December to hand out the presents.

Supporters are asked to bring unwrapped donations to the home game at Arbour Park on Saturday 17th December (vs Kettering Town). Alternatively presents can be left at the offices of Devine & Co Accountants, 242a Farnham Road, Slough SL1 4XE during business hours.



APPENDIX 2 – PUBLIC BUILDING FACILITY BOOKING POLICY AND TERMS & CONDITIONS FOR HIRE



Public Building Facility Booking Policy and Terms & Conditions for Hire

Document Control Information

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Document Author	Charan Dhillon, Head of Facilities Management
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Document History

Version	Date	Additions/Modifications	Action by
1	Dec 2015	New Room Bookings Policy Drafted, T&Cs updated – Forwarded for comment to SBC Legal Services & Internal Audit	Charan Dhillon
2	17/01/16	Legal completed review	Sushil Thobani
3.	3/02/16	Policy sent to Tracy Luck for comment and Prevent Coordinator	Charan Dhillon
4.	10/02/16	Policy amended following confirmation from Finance (Barry Stratfull) re VAT ruling on bookings	Jamila Ibrahim
5.	2/03/16	Final Policy & Fees sent to CMT and Commissioners for approval	Charan Dhillon
6.	18 th Jan 2017	Revised Policy, Pricing, T&Cs issued to CMT	Charan Dhillon
7.	16 th October 2017	Revised Policy, Pricing, T&Cs to reflect the new Arbour Park Community Stadium – issued to Cabinet.	Charan Dhillon

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1. INTRODUCTION

- **1.1** Slough is an area of cultural diversity with vibrant communities and a strong voluntary sector.
- 1.2 This Policy is in place to ensure that the Slough Borough Council (SBC) complies fully with its legal obligations when offering rooms for hire and use, to determine the process for such hire and use and for the control of these persons, parties or organisations who may hire or use said rooms.
- 1.3 This policy has been drafted after consideration of experience of SBC and non-SBC Facility Bookings. It sets out principles and procedures with the aim of providing clear processes for Hire of council assets.
- **1.4** A separate booking form will be provided to all hirers with detailed terms and conditions, as per **Appendix 1**.

2. SCOPE

2.1 This Policy details the good practice necessary to protect the Council, to safeguard the reputation of the Council, to optimise the management of risk and to minimise the impact of possible misuse by unauthorised persons, parties or organisations. Implementation of this policy will provide assurance to the stakeholders, partners and citizens that the council premises are being appropriately used by the council whilst complying with legislation and meeting the demands of these persons, parties or organisations who wish to use these facilities.

3. BOOKING GUIDELINES

3.1 RESTRICTIONS ON USE

- 3.1.1 Slough Borough Council Meetings must take priority over any other meetings either by public or outside organisations.
- 3.1.2 Any requests for space hire in council assets for filming must be approved by the council's communications services prior to confirming the booking.
- 3.1.3 Members may, subject to availability, use Council facilities, including meeting rooms, free of charge where the use is solely connected with their role as a local Councillor.
- 3.1.4 Council assets should not be used for party political purposes pursuant to section 99 Local Government Act 1972 or for a Member's personal use. The Group Rooms are outside the scope of this Policy and may be used by the Groups for their own purposes.
- 3.1.5 No hiring can be made by political parties, or for political purposes, i.e. events designed to affect support for a particular political party.

- 3.1.6 The provision of Council facilities, including room hire, may be withdrawn if the facility or other provision has been misused by the Member or is used in contravention of this guidance or the terms and conditions of hire.
- 3.1.7 Some venues can be hired for Weddings, Functions, Training Courses etc., by outside companies/members of the public. It should be noted that if there is an intention to consume alcohol on the premises, the council must be notified at the time of the booking. It should also be noted that alcohol may not be sold on council premises, except at building approved to sell alcohol by the council (this information can be provided by the Facilities Booking Team).
- 3.1.8 Slough Borough Council will ensure that the application of any part of this policy does not discriminate, directly or indirectly, against anyone on the grounds of race, disability, sex, gender reassignment, sexual orientation religion or belief, age, marriage or civil partnership.
- 3.1.9 Slough Borough Council does not permit it's accommodation to be let for political rallies or demonstrations, for purposes which are illegal i.e. forbidden by law or unauthorised by official or accepted rules, for functions attended by people whose presence may cause civil unrest or division within the community or to an organisation or individual which has been banned by law.
- 3.1.10 Slough Borough Council will not permit its accommodation to be let:
 - For political rallies or demonstrations
 - For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules
 - For functions attended by people whose presence may cause civil unrest or division within the community
 - To an organisation or individual which has been banned by law

The Council also reserves the right to cancel any booking where it considers:

- 1. Such events that may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- 2. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.

Step 1

The following questions will assist staff in determining whether a booking is considered controversial

- 1. Establish what the venue will be used for and what type of event the customer is wishing to hold at the community centre or other community facility
- 2. Is the name given linked to any community group or organisation?
- 3. Request a copy of the programme details and names of any speakers.
- 4. Request all contact details (address, mobile, home and business contact number).

- 5. If the customer is not a Slough resident, establish why they are holding an event in the Slough area.
- 6. Ask the customer if they have used any other venues in the country, if so contact the previous venue(s) to establish what the event was.

Step 2

If you are concerned with the answers provided by the customer, speak to your manager. If the manager deems it appropriate they will cross reference the booking details provided with the web links and contacts below, or ask you to do so (in the order listed):

- 1. https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2 (provides a list of all known terrorist groups within UK and Ireland).
- 2. Contact Slough Borough Council Prevent Coordinator

Naheem Bashir | Prevent Coordinator | Slough Borough Council

Telephone: 01753 875201 | **Mobile**: 07540 147340

Email: naheem.bashir@slough.gov.uk

3. Contact Thames Valley Police Prevent Team: -

Misha Upadhyaya | Prevent Officer | Thames Valley Police

Telephone: 01753 506291 | **Mobile:** 07467 444183 **Email:** misha.upadhyaya@thamesvalley.pnn.police.uk

Ian Healey | Prevent Officer | Thames Valley Police Telephone: 01753 506059 | Mobile: 07971 626938 Email: ian.healey@thamesvalley.pnn.police.uk

Step 3

If the booking is identified as controversial, the council's Chief Executive will make the final decision on whether to cancel.

This decision will be shared in advance of being communicated to the booking organisation with other known venue providers and the Council's communications team.

- 3.1.11 The Council reserves the right to cancel any booking where it considers that such events may be contrary to the interest of the public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- 3.1.12 The Council also reserves the right to cancel any booking where it believes the hirer of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.

3.1.13 No part of the Hall or other areas of hire in the building should be used for any purpose other than the Purpose of the Hire. No part of the building or space hired is to be used for any purpose, which is unlawful.

3.2 APPLICATION FOR HIRE AND ANNOUNCEMENT OF HIRE

- 3.2.1 All applications for the hire of the premises must be made by email to communitycentres@slough.gov.uk or via telephone to: 01753 875762 or 01753 875401
- 3.2.2 Applications will not be accepted from persons less than 18 years of age.
- 3.2.3 The Bookings Officer reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.
- 3.2.4 An email at the time of the application for hire/booking will be sent to the hirer on receipt of the booking. No booking will be deemed to be confirmed until the hirer has received an acceptance e-mail from Slough Borough Council and following receipt of full payment from the hirer.
- 3.2.5 No public or private announcement of the hiring shall be made until the application has been granted and Slough Borough Council has confirmed the booking.
- 3.2.6 The Hirer must inform the Council if the event is open to the public and/or if tickets are being sold for the Purpose of the Hiring.
- 3.2.7 Where hirer would like exclusive use of a particular space in a council asset, which means no other users can occupy this area, a licence will be required for use of that space and therefore a booking agreement will no longer apply. The calculation for this space will be as illustrated below -

Annual Licence Charge - Any group or organisation that does not provide direct service to the Council or work in partnership will pay the <u>market rate</u> as determined by Facilities Management at the date of application. For clarification this also means non affiliated charities/community and religious groups.

Lease/ Licence charge for space per annum = commercial licence rate (currently £14 per square feet) x space occupied in square feet

PLUS

The service charge – This will be charged to all groups and is based on the percentage of lettable space.

Service charge = (Total building running costs / total sq. ft. lettable building space) x space occupied by licensee.

3.3 PAYMENT OF HIRE FEES AND OTHER CHARGES

- 3.3.1 Slough Borough Council reserves the right to increase prices with effect from the 1st of April each year. All bookings for events taking place after any price increase shall be liable to the new charge(s) for the facilities hired.
- 3.3.2 All persons or groups using SBC Rooms or Facilities at any of it premises throughout the borough, will be liable to pay the approved charges as per **Appendix 3.** No persons or Groups are excluded from this policy, however rates will vary if groups hiring the room/s are a registered charity or voluntary groups. Any exceptions can only be approved by the council's 151 Officer/Finance Director.
- 3.3.3 The Hirer agrees to pay the Council the Fee, as consideration for the hire of the Hall for the Period of Hiring.
- 3.3.4 For avoidance of doubt, the Hirer shall ensure that the council is in receipt of the Fee no later than 28 days before the Period of the Hiring.
- 3.3.5 In addition to the hire Fee, the Hirer hereby agrees to pay to the Council any additional cost incurred by the council arising from or in connection with: addition time in excess of the agreed Period of Hire or any damage to the Council's property during the hire period. For the evidence of doubt where the Council is in receipt of the Hirer's Damage Deposit, the parties hereby agree that the Council may first deduct any sum due to the Council as a debt from the Hirer by reason of additional time in excess of the agreed Period of Hire or for any financial loss to the council as a result of damage caused to property or equipment during the hirer's booking period.
- 3.3.6 Community groups working in partnership with the council and offering 'community added value' will receive a 15% reduction in addition to the charity rate discount for the hire of space. Charities presently receive a 15% discount off the commercial booking rate, therefore groups offering 'Community Added Value' will be entitled to a further 15%, totalling to 30% off the commercial rate for use of the asset. In order to comply with this criterion, the group must have a formal contract in place with a council service, which clearly demonstrates the partnership working, aiming to support delivery of the council's five year service plan.
- 3.3.7 For pitch hire at the Arbour Park Community Stadium, customers making a bulk commitment of 10 or more bookings in one transaction for One FULL PITCH hire, will be entitled to a 10% discount on the total cost. This discount will only apply if full payment is made in advance. Cancellation of any dates, will not entitle the customer to a refund. However should the customer wish to alter a hire date, we will endeavour to accommodate this request, but can not guarantee this will be accommodated due to other hirer's bookings.
- 3.3.8 It is proposed that overnight homeless shelter bookings made by organisations working in partnership with the council's Housing Service, will be excluded from paying a double rate charge after 11.00pm as per all other bookings.
- 3.3.9 Where the kitchen alone is being booked for commercial use without a room/hall booking, a charge of £30 per hour will be applied to ensure the council fully covers its running/building opening costs.

- 3.3.10 Council staff receive a 10% discount on halls for personal hire. This discount will not be applicable on Children's party rates or the day rate as these are already discounted. Staff will be asked to provide evidence i.e. their SBC ID badge and the booking will only be accepted under the staff member's name.
- 3.3.11 Our communities book hall space for Eid celebrations. As they are unable to confirm the day on which Eid may fall as this is dependent on the moon, customers may book space for 2 days and pay for 1 ½ days if they will actually only use the venue for 1 day.
- 3.3.12 Up to any 4 rooms at SMP can be hired for the Elections at a fixed cost of £100 per day for any 4 rooms.

For the Referendum, free use of rooms will be offered to the designated lead campaign groups at any council venue during reasonable times i.e. office hours. These rooms can only be booked by the designated person and the Head of Democratic Services must initially confirm the person as designated.

3.3.13 At The Curve:-

- There will be no exclusive use of the bookable external area, named The Plaza. However, if The Venue or one other room(s) is hired at The Curve for more than 2 hours, then the Plaza may be used at no extra cost for the same duration as the room/venue booking time.
- Technician Costs for hire of The Venue should be paid directly between the hirer and the technician employed to provide support. However only the council's approved technicians may be used.
- Overtime Costs for Facilities officer time outside standard opening hour will be £20 per hour for weekdays and £25 per hour on weekends. This cost will apply to SBC services and external customers for space hire outside normal opening hours. This cost also applies to the Registrar Service when opening of the building is requested outside normal opening hours.

3.3.14 At Arbour Park Community Stadium:-

• Up to four Active Slough Forums lead by SBC will run at zero cost to the council. Getting more people, more active, more often is a key priority for the council, improving the wellbeing of all Slough residents. Arbour Park is the first of five major leisure capital improvement schemes which aim to get our local population exercising more, in quality, state of the art leisure facilities. Arbour Park will host 4 x Active Slough Forum meetings per annum. These meetings, facilitated by Slough Borough Council, are instrumental in bringing together all community / voluntary sector and commercial groups and businesses that offer opportunities to local people to participate in sport and physical activity; sharing programmes, advice and expertise within the leisure sector. Although these events will not incur a hire charge for the facility, the organiser will need to cover any costs of running the event i.e. staffing, cleaning, food, drink etc.

3.4 CANCELLATION OF HIRING (by Slough Borough Council)

- 3.4.1 In the event of any cancellation or termination of the hiring by SBC, no liability shall fall upon the Council in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof and the Hirer is advised to insure against such loss.
- 3.4.2 The council at its discretion can cancel bookings or hiring agreements, due to unforeseen circumstances, change of use to the asset i.e. building being let or sold, redeveloped/refurbished or any other circumstances. In the event that this occurs and where possible, reasonable notice will be provided to the hirer and the option to relocate their bookings to an alternative site will be provided subject to availability. If bookings are transferred to another site, there may be additional fees incurred. If the council has to cancel bookings for the above purpose and can not relocate the hirer and has received payment for the booking, a full refund will be provided.
- 3.4.3 SBC may cancel or terminate any hiring, if the premises are used for any purpose, which they have not approved, or if there is any breach of any of the terms and conditions of Hire. In the event of such cancellations, all charges paid will be forfeited and the Hirer shall be liable to the SBC for any costs, expenses and losses incurred by the SBC.
- 3.4.4 SBC may cancel or terminate any hiring if the premises are required for any purpose connected with a European or United Kingdom parliamentary, local elections, national security, public safety and the prevention of disorder or crime, the economic well being of the Country, the protection of the Rights and Freedoms of others and shall not thereby incur any liability whatsoever to the Hirer other than for the return of such deposits, fees and charges as shall have been paid by the Hirer. Hirers are advised to insure against any eventuality.
- 3.4.5 SBC may cancel or terminate any booking under the terms specified above in section 3.1 at no cost to the council.
- 3.4.6 If the hiring is cancelled for any such reason as is set out in Condition 4.20.4 the Council shall give to the Hirer reasonable notice where possible and refund the Fee but will not otherwise be liable to the Hirer whatsoever.
- 3.4.7 When the council wishes to relocate a licensee to an alternative asset for its own strategic objective, then the customer will receive a 6 month concessionary rate where the council will apply a 10% discount on their rent for the first 6 months of occupation at the new site.

3.5. CANCELLATION OF HIRING (BY THE HIRER)

- 3.5.1 Cancellations must be made by email or in writing. If the hiring is cancelled by the Hirer, s/he shall be liable for payment of the following percentage of the total hiring fee (if any). Where the notice of cancellation is received:
 - Less than 1 week, before the date of commencement of the hiring:

100% of the full hire fees will be payable.

- More than 1 week but less than 28 days, before the date of commencement of the hiring:
 50% of the full hire fees will be payable.
- 3.5.2 Where a hirer cancels their pre-paid booking providing 7 days or more notice and they would like to move this to another date, for the same facility, there will be no cancellation charge applied.

3.6 SUB LICENSING

3.6.1 The Hirer shall not sub-license, or attempt to sub-license, under any circumstances the premises or part thereof. SBC does not accept third party bookings.

4. MANAGEMENT AND ADMINISTRATION

4.1 ACCESS TO AND VACATION OF THE PREMISES AND AVAILABILITY OF SPACE

- 4.1.1 The Hirer, their attendees, contractors, exhibitors etc. will be allowed onto the premises during the Period of Hire specified within the Booking Confirmation. Under no circumstances will Hirers or their attendees, contractors, performers, exhibitors or any other person associated with the hiring be allowed onto the premises before or after the time specified on the Booking Confirmation.
- 4.1.2 All Hirers and any persons associated with any hiring must have vacated and be clear of the premises by the time of completion of the Period of Hire unless previously special arrangements have been agreed with SBC at the time of Booking Confirmation. Remaining at the venue for more than 10 minutes after the booking time will incur an additional hourly charge, which will be deducted from the booking deposit.

4.2 SETTING UP CONFERENCE ROOMS

- 4.2.1 Rooms will be set up to the layout specified in the acceptance email. Significant room layout changes on the day of the booking (that are not specified on the signed booking contract) may be subject to additional charges.
- 4.2.2 SBC will use its best endeavours to ensure rooms will be available to the correct specification but no guarantee can be given that rooms will be available to the required plan immediately upon commencement of the Period of Hire. Hirers are advised to book a minimum of one hour prior to the commencement of the event and one hour at the end of the event to allow sufficient time for their preparation and clean up at the end.
- 4.2.3 The Hirer shall be responsible for providing the Facilities Team with all exhibition plans, floor plans, audio visual requirements and room layouts, a minimum of 2 weeks prior to the date of the commencement of the hire for his

approval/comments. Any adjustments to room layouts or other requirements should be made in writing or by email.

4.3 RIGHT OF ENTRY TO HIRED ROOMS AND REMOVAL OF UNDESIRABLE OBJECTS

- 4.3.1 The Council reserves the right for duly authorised members, officers and employees of the council to enter the Venue at any time for any authorised purpose.
- 4.3.2 If anything offered for sale or exhibited in any of the premises is considered by the Facilities Management Officer or the SBC authorised officers, to be likely to be undesirable in support of a political party, in breach of copyright, unsuitable, dangerous to any person or property inside or outside the SBC, offensive or would cause the Council to be in breach of its equality duties; it shall on request be removed by the Hirer forthwith.

4.4 SUPERVISION OF PREMISES

- 4.4.1 The Hirer shall ensure that throughout the Period of Hire at least one person over 18 years of age shall be present who shall accept responsibility for ensuring the effective control and supervision of the hiring and for compliance with these conditions. The name and status of this person shall be communicated to the Bookings Officer at the time of booking.
- 4.4.2 During the Period of the Hiring the Hirer shall be responsible for the efficient supervision of the space hired including though not limited to:
 - 4.4.2.1 The effective control of children
 - 4.4.2.2 The orderly and safe admission and departure of persons to and from the venue
 - 4.4.2.3 The orderly and safe vacation of the venue in the event of an emergency
 - 4.4.2.4 The safety of the venue and the preservation of good order and decency in the venue
 - 4.4.2.5 Ensuring that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit
 - 4.4.2.6 Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the venue

4.5 DELIVERY AND REMOVAL OF GOODS AND REFUSE

- 4.5.1 The Hirer shall ensure that persons who supply equipment and other goods in connection with the hiring shall bring in and take away goods during the period of the hire in such manner as to prevent nuisance or annoyance to the occupiers of SBC and to residents in the neighbourhood.
- 4.5.2 The Hirer will be responsible for removal of all refuse generated from their booking prior to leaving the venue, including glasses, cans, bottles, food, disposable dishes and any other waste accumulated by their event.

4.6 PERMITTED NUMBERS

- 4.6.1 The maximum number of persons to be allowed admission per room at any one time is set out at **Appendix 3** and the Hirer shall ensure that these numbers are not exceeded.
- 4.6.2 The Bookings Officer may, in her/his absolute discretion, reduce the maximum number of persons to be admitted if s/he considers it expedient or necessary so to do.

4.7 FIRE SAFETY PRECAUTIONS

- 4.7.1 The Hirer must ensure that all persons brought into SBC by him are made fully aware of the Emergency Procedures as set out in the terms and conditions.
- 4.7.2 The Hirer must ensure that all gangways, corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction at all times and that fire doors must remain closed at all times when not in use.
- 4.7.3 During the Period of the Hiring, the Hirer must record the number of persons admitted and show evidence of the same on demand to any officer of the Council requesting such information.

4.8 ELECTRICAL INSTALLATIONS

- 4.8.1 The Hirer shall not make any alterations, move or interfere with the existing lighting, heating, power or other electrical fittings or appliances.
- 4.8.2 No additional lighting, heating, power or other electrical fittings or appliance are to be installed or used without the prior written consent of the Council.
- 4.8.3 Stage lighting equipment must not be operated by any persons other than by a qualified electrician and with prior written consent of the Council.
- 4.8.4 SBC will provide technical support to Hirers at the commencement of the Period of Hire to instruct them on the operation of hired equipment and to provide support should any item of hired equipment malfunction during the Period of Hire.
- 4.8.5 The supply of electrical extensions may be made available with the prior approval of the SBC Managing Officer.

4.9 BROADCASTING AND FILMING

4.9.1 Broadcasting or Filming rights are strictly prohibited without the prior written approval of the Council.

- 4.9.2 For the avoidance of doubt, cameras may be brought into and used inside the Venue for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.
- 4.9.3 The Hirer shall not use any part of the Council building for the purposes of a film exhibition or permit any part of the building to be used for those purposes without prior consent of the Council.

4.10 ANIMALS AND BIRDS

4.10.1 The Hirer shall not permit any animal or bird to enter or remain on the premises excluding an assistance dog accompanying a visually or hearing impaired person.

4.11 GAMBLING

4.11.1 No sweepstake, raffle, tombola or form of gambling is permitted to take place in Council buildings without prior written consent from the Council.

4.12 SMOKING

- 4.12.1 Smoking is strictly prohibited within (and immediately surrounding) the building including outside the main entrance. The Hirer will ensure they, their attendees, contractors, exhibitors etc. adhere to the SBC no-smoking policy, which is available on request. For clarification, the Building Manager or Facilities Officer will confirm where attendees can smoke.
- 4.12.2 Failure by the Hirer or his guests to comply with this requirement may result in enforcement by the Council's Environmental Health Officers.

4.13 USE OF AMPLIFIED SOUNDS OR MUSIC

4.13.1 The Hirer shall keep music and amplified sound to below 90DB (A) at a distance of 15 metres from the noise source.

4.14 PUBLICITY AND ADVERTISING

4.14.1 The Hirer shall not advertise any public meeting whatsoever without the prior written approval of the Head of Facilities Management.

4.15 PARKING AND BICYCLES

4.15.1 The Hirer is entitled to park on the site car park where it is available. The Booking Officer can confirm which buildings have on-site parking. Car Park space can be used during the Period of Hire only and subject to spaces being available. No guarantee of availability is given.

- 4.15.2 The car park is available on a first come first serve basis. No parking is available overnight.
- 4.15.3 Bicycles including fold-up bicycles are not permitted within SBC buildings. These must be parked outside the building in the allocated space.
- 4.15.4 Any cars, bicycles and property are left at the owner's risk. The council will not accept any liability or cost for any loss or damage.

4.16 CATERING SERVICES

- 4.16.1 Hirers may use their own catering suppliers to provide Catering Services, except at Arbour Park Community Stadium.
- 4.16.2 Neither the Hirer nor any third party is permitted to bring any additional ovens or other gas/electrical catering equipment into the Building.
- 4.16.3 The kitchen (where available at the venue), must be booked in advance by the Hirer if any food preparation is to take place at the Venue.
- 4.16.4 The Hirer agrees that both he and/or his caterer will provide all crockery, glasses, cutlery and other relevant equipment, which is required for the Period of Hire.
- 4.16.5 The council accepts no liability for any breaches of Food Safety or Hygiene or any other related compliance breaches by the Hirer or their caterer.

4.17 ROYALTIES AND COPYRIGHT

- 4.17.1 The Hirer shall indemnify SBC and its officers from and against any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given by the Hirer and against any infringement of copyright, which may occur during the hiring.
- 4.17.2 If the Purpose of the Hiring or other use of the Venue will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists, it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.
- 4.17.3 If the Council requests, the Hirer must supply for approval to the council no less than 7 days before the Period of the Hiring of, a copy of the programme of any entertainment to be provided during the Period of Hiring and such other documentation or evidence as the council may reasonably require.
- 4.17.4 Hirer must not offer any gifts, financial royalties or any other items, which may be perceived as bribery to Council Officers. If hirers breach this policy, the council reserves the right to cancel any future bookings.

4.18 PROTECTION OF USE OF DECORATIONS AND PYROTECHNICS

- 4.18.1 The Hirer shall not permit any person connected with the hiring to drive any bolts, tacks, bits, pins, adhesive substances nails, screws or other fixings into the walls or floors or into any furniture or fittings or to do anything likely to cause damage to the building or any such furniture or fittings.
- 4.18.2 No notice, sign, flag, bunting, placards, banners, decoration, drapery, or other item shall be affixed to any part of the building, the furniture, fixtures or fittings using strong adhesive substances that may cause damage, this also includes the use of staple guns and drawing pins. The hirer should seek clarity from the Bookings Team if they are unsure.'
- 4.18.3 The Hirer shall ensure that adhesive tapes are not used to mark wooden or carpeted floors.
- 4.18.4 The Hirer shall ensure that any event stand shall be prefabricated no painting or making good will be allowed on the premises. The position of display/exhibitions stand must be agreed in advance with the Bookings Officer.
- 4.18.5 Decorations, flags, emblems, helium-filled balloons, streamers or confetti, party poppers/canons, will only be permitted to be used with the written consent of the Bookings Officer. Where such consent is given, it will be conditional on the use of non-inflammable material or material treated with an approved fireproofing substance.
- 4.18.6 SBC reserves the right to remove any poster, emblem or decoration etc. that in the opinion of the Building Manager shall be or become unseemly, unsightly, or inappropriate.
- 4.18.7 The Hirer shall ensure that no naked flames, smoke making machines, indoor fireworks, stage pyrotechnics or other highly inflammable material are to be used at Council Buildings. Candles for Birthday/Party cakes may be permitted subject to the approval of the Bookings Officer but strict adherence to the fire procedures is required by the Hirer.

4.19 PROTECTION OF SBC PROPERTY

- 4.19.1 The Hirer must take due care and attention of the premises during the Period of Hire and where necessary protect floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the premises, which are at risk of damage.
- 4.19.2 The Hirer shall be responsible for and use his best endeavours to ensure that the Venue, all articles of whatever nature and equipment are left in the same condition as that immediately before the Period of Hire.
- 4.19.3 The Hirer shall repay to SBC in the first instance and, on demand the cost of reinstating or replacing any part of the premises or any property belonging to SBC in or upon the premises, which shall be damaged, destroyed, stolen or removed during the Period of Hire.

- 4.19.4 Any damage to Council property incurred by the Council as a result of the Hirers event will result in the council deducting the cost of repair/replacement from the Damage Deposit and any outstanding sums due may be recovered by the Council as a debt from the Hirer.
- 4.19.5 If the Hirer fails to observe and perform any of these Conditions the Council may seek to recover from the Hirer any expense incurred by the Council in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate

4.20 LOSS, DAMAGE OR INJURY

- 4.20.1 The Hirer is covered by a policy of Public Liability Insurance taken out by SBC and the premium is included in the Hire Fee. A copy of the Policy is available on request from the Booking Officer and the Hirer should be aware of its financial limitations and exclusions. The property of the Hirer is not covered. The Hirer must state on the Booking Form whether he has his own policy of Public Liability Insurance.
- 4.20.2 The council shall not be liable for the death of or personal injury to any person attending the Venue for the Purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability.
- 4.20.3 The Council will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Venue either by the Hirer or by any other third party.
- 4.20.4 The Council shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire government restriction or act of God which may cause the Venue to be temporarily closed for the Purpose of the Hiring to be interrupted or cancelled.
- 4.20.5 The Council gives no warranty that the Venue is satisfactory for any specific purpose.

4.21 COMPLIANCE WITH STATUTES AND REGULATIONS

- 4.21.1 The Hirer must not do or permit to be done or fail to be done any act matter or thing which may constitute a breach of any statutory obligation arising out of or in connection with this agreement or would or might vitiate in whole or in part any insurance effected in respect of the Venue.
- 4.21.2 The Hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act, 1933, the Copyright Act 1956, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any applicable SBC licensing for any hiring and shall indemnify SBC, and all other officers of SBC from all penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.

- 4.21.3 The Hirer shall strictly observe the requirements and regulations of any licensing in relation to exhibitions and Public Entertainment Licensed events and the number of persons to be admitted, arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.
- 4.21.4 The Hirer hereby agrees to comply with the relevant provisions of the Health & Safety at Work Act 1974 and any other relevant order, statutory instrument, legislation in respect of any person engaged or employed by the Hirer or working on the Hirer's behalf at the Venue and in respect of any other third party attending the Purpose of the Hiring.
- 4.21.5 Hirers are responsible for undertaking their own Risk Assessments for the activities being undertaken and in ensuring full compliance by all those organising, performing and attending the booking.

4.22 COMPLAINTS

4.22.1 Any complaint arising out of the hiring must be made in writing to the Council's Booking Team. Emails can be sent to; communitycentres@slough.gov.uk

5. EMERGENCY PROCEDURES

- 5.1 In the event of an emergency occurring within SBC buildings, audible alarms will be activated in all areas. The alarm is a distinctive continuous high pitch sound.
- 5.2 Emergency exits are signed with the door or exit. Evacuation shall be from your nearest Exit point, which is indicated on the Health and Safety posters displayed in Rooms.
- 5.3 Evacuation should be immediate and no attempt should be made to gather or retrieve possessions from the building.
- 5.4 Evacuation should be in an orderly manner, as quickly as possible and without running.
- 5.5 No attempt should be made to re-enter the building until given the all clear by the Managing Officer.
- 5.6 Unattended property may activate emergency evacuation procedures, so please keep your bags and other loose possessions with you at all times.
- 5.7 On conclusion of the emergency, the Fire Officer will advise of and allow readmission to the building.

COMMUNITY FACILITY BOOKING TERMS & CONDITIONS, INCLUDING BOOKING OF THE ARBOUR PARK COMMUNITY SPORTS FACILITY

Terms and conditions for the hire of Slough Borough Council Buildings

Emergency Facilities Officer Number- 07771555869

1.0 APPLICATION FOR HIRE AND ANNOUNCEMENT OF HIRE

- 1.1 All applications for the hire of any Council owned Community Facilities shall be in writing to Slough Borough Council's Booking Coordinators, Facilities Management, 1st Floor East, St Martins Place, 51 Bath Road, SL1 3UF or by phone on 01753 875762 or email communitycentres@slough.gov.uk
- 1.2 Applications will not be accepted from persons less than 18 years of age.

1.3 Bookings

1.3.1 **Short Term Bookings**

If you fail to return a signed booking contract within 48 hours of its issue as well as the deposit which is outlined below, or comply with terms and conditions of hire, Slough Borough Council will re-let the function date to other hirers.

£50 – £100 - £50 deposit payable

£100 – £250 - £100 payable

More than £250 - £200 payable

1.3.2 Long-term Pitch booking Instalment payment plan: 2017/18

Payments will need to be made in accordance with the below Instalment Payment Plan.

- ➤ First instalment to be paid by 25th August 2017 along with signed Contract with terms and conditions and the deposit
- ➤ Invoicing customers, as above, but will need to pay the deposit and return documents by 18th August 2017 instead
- Second instalment to be paid by 6th October 2017
- > Third instalment to be paid by 10th November 2017

The Hirer will also be required to pay a deposit as outlined below:

£50 – £100 - £50 deposit payable

£100 - £250 - £100 payable

More than £250 - £200 payable

Non adherence to the terms and conditions may result in loss of your deposit.

- 1.4 Customers making a bulk commitment of 10 or more bookings in one transaction for One FULL PITCH hire, will be entitled to a 10% discount on the total cost. This discount will only apply if full payment is made in advance. Cancellation of any dates, will not entitle the customer to a refund. However should the customer wish to alter a hire date, we will endeavour to accommodate this request, but can not guarantee this will be accommodated due to other hirer's bookings.
- 1.5 The Bookings Officer reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.
- 1.6 An email at the time of the application for hire/booking will be sent to the hirer on receipt of the booking. No booking will be deemed to be confirmed until the hirer has received an

- acceptance e-mail from Slough Borough Council and following receipt of full payment from the hirer.
- 1.7 No public or private announcement of the hiring shall be made until the application has been granted and Slough Borough Council has confirmed the booking.
- 1.8 The Hirer must inform the Council if the event is open to the public and/or if tickets are being sold for the Purpose of the Hiring.
- 1.9 The person whose name the booking is in and who signs the contract (the same person must do both) agrees to be the hirer and must be in attendance for the duration of the event and therefore shall be responsible for complying with the following conditions of hire:
- 1.10 The hirer must not transfer or assign the benefit of the booking of the Facility to any other person or organisation or sell tickets for any event without prior written agreement from the Council.
- 1.11 Only authorised persons may sign the contract on behalf of a Community group, Club or other body, the authorised person must inform the booking team if he/she is no longer the contact person for the community group or Club. If the authorised person is going abroad, he must provide contact details of the person that will be responsible in his/her absence.
- 1.12 The Council has the right to refuse to enter into a hire agreement if it is not satisfied as to the purpose for which the Facility is being hired.
- 1.13 The hirer may not display posters or other advertising on Council premises without written permission nor advertise, promote or announce any event to be held at any premises until they have received a confirmation of booking. Fly posting an event is illegal and will result in cancellation of the booking and the forfeit of all monies paid.
- 1.14 It is the hirer's responsibility to check the contract of hire ("the contract") for accuracy, by signing the contract warrants that he has read, and understands the terms of the contract including these terms and conditions. Slough Borough Council booking co-ordinators must be informed immediately if any of the details contained in the contract or confirmation of booking is inaccurate.
- 1.15 Any additional requirements must be requested at the time of booking. Unless permission is explicitly granted the hire does not include the use of centre equipment, storage or any other rooms within the Facility and excludes the use of kitchens unless booked.
- 1.16 Use of car parks is for car parking only any other usage must be discussed with the booking team when requesting a booking, use of car parks for other purpose will attract hire charges according to the pricing structure.
- 1.17 It is the hirer's responsibility to inform Slough Borough Council of the reason of hire and the content of seminars and conferences, if any booking conflicts with the council's policies this could result in bookings being cancelled.

2.0 RESTRICTIONS ON USE

- 2.1 Slough Borough Council Facilities should not be used for party political purposes pursuant to section 99 Local Government Act 1972 or for a Member's personal use. The Group Rooms are outside the scope of this Policy and may be used by the Groups for their own purposes.
- 2.2 No hiring can be made by political parties, or for political purposes, i.e. events designed to affect support for a particular political party.

- 2.3 The provision of Council facilities, including room hire, may be withdrawn if the facility or other provision has been misused by the Member or is used in contravention of this guidance or the terms and conditions of hire.
- 2.4 Some venues can be hired for Weddings, Functions, Training Courses etc., by outside companies/members of the public. It should be noted that if there is an intention to consume alcohol on the premises, the council must be notified at the time of the booking as a payable license may be required. It should also be noted that under no circumstances should alcohol be sold on council premises, except at premises where the council has their approved supplier selling alcohol i.e. at Arbour Park Community Stadium.
- 2.5 Slough Borough Council will ensure that the application of any part of this policy does not discriminate, directly or indirectly, against anyone on the grounds of race, disability, sex, gender reassignment, sexual orientation religion or belief, age, marriage or civil partnership.
- 2.6 Slough Borough Council does not permit it's accommodation to be let for political rallies or demonstrations, for purposes which are illegal i.e. forbidden by law or unauthorised by official or accepted rules, for functions attended by people whose presence may cause civil unrest or division within the community or to an organisation or individual which has been banned by law.
- 2.7 The Council reserves the right to cancel any booking where it considers that such events may be contrary to the interest of the public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- 2.8 The Council reserves the right to cancel any booking where it believes the hirer of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.
- 2.9 No part of the facility or other areas of hire in the building should be used for any purpose other than the Purpose of the Hire. No part of the building or space hired is to be used for any purpose, which is unlawful.

3.0 PAYMENT OF HIRE FEES AND OTHER CHARGES

- 3.1 Slough Borough Council reserves the right to increase prices with effect from the 1st of April each year. All bookings for events taking place after any price increase shall be liable to the higher charge(s) for the facilities hired.
- 3.2 All persons or groups using SBC Facilities at any of it's' premises throughout the borough, will be liable to pay the approved charges. No persons or Groups are excluded from this policy (except staff employed directly by SBC), however rates will vary if groups hiring the room/s are a registered charity or voluntary groups.
- 3.3 The Hirer agrees to pay the Council the Fee, as consideration for the hire of the Hall for the Period of Hiring.
- 3.4 For avoidance of doubt, the Hirer shall ensure that the Council is in receipt of the full fee no later than 28 days before the Period of the Hiring.
- 3.5 In addition to the hire Fee, the Hirer hereby agrees to pay to the Council any additional cost incurred by the council arising from or in connection with: addition time in excess of the agreed Period of Hire or any damage to the Council's property during the hire period.

For the evidence of doubt where the Council is in receipt of the Hirer's Damage Deposit, the parties hereby agree that the Council may first deduct any sum due to the Council as a debt from the Hirer by reason of additional time in excess of the agreed Period of Hire or for any financial loss to the council as a result of damage caused to property or equipment during the hirer's booking period.

The hirer is entitled to a refundable deposit within 3-4 weeks if no damages etc. or any of the above has been incurred during the duration of the booking. Non adherence to these terms and conditions may result in loss of the deposit.

3.6 Any functions past 23.00 hours will be charged at double the standard rate as well as public bank holidays (please note that there may be additional charges where a public holiday falls on a weekend), and charges levied for overrunning functions will be deducted from hirers damage deposit: however if the damage deposit is not sufficient to cover the charges levied the hirer will be issued an invoice to cover the shortfall

Regular Bookings-

3.7 Where the application for the hire is in respect of series of events, payment for each booking must be made 28 days before the date. Failure to adhere to the above will result in all bookings being cancelled and the dates re-let to other hirers

Individual Bookings-

- 3.8 In case of a booking made less then 28 days before the date of the event, the full hiring fee shall be payable immediately on acceptance and both the deposit and booking fee shall be paid. Failure to pay all fees will render the booking cancelled and re-let to other hirers
- 3.9 Access to booked facilities will only be permitted at the time shown on the booking contract (this includes setting up/down) customers can only use the facilities they have booked and the premises must be vacated by the finish time shown on the booking contract. Failure to vacate the premises by the allocated time, gaining early access or using rooms not booked will result in additional charges being added.
- 3.10 Advance payments for booking should only be made through the bookings & events coordinators. Customers are not permitted to make any payments to the Facilities Officer on duty.
- 3.11 It is the policy of Slough Borough Council that staff will not accept gifts gratuities or requests from clients, their family, relatives or friends.
- 3.12 Requests for changes to bookings, this includes changes to booked times must be made at least 3 days in advance of the booking with the Bookings & Events Coordinators with a follow up email sent to the Coordinator or the Community Centres email address. The hirer shall note that whilst the Coordinators will endeavour to accommodate any requests for changes, this may not always be possible.
- 3.13 The hirer is responsible for checking the booking contract and any subsequent invoices received from Revenues. In case of any queries with the charges the hirer must raise these immediately in the first instance with Revenues and then with our Booking Team if Revenues are unable to help.
- 3.14 The hirer agrees to effect third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever caused during or by circumstances arising from related to alternatively, connected with the hire of the premises on the following basis.
 - Accident bodily injury including death to third parties and further in respect of damage to their property- not less than £5 million
 - Accidental damage caused by fire to the premises being used not less than £5 million

- Accidental damage caused to the premises other than fire-£20,000
- 3.15 The hirer further agrees to pay an additional insurance premium of 5% in respect of the above Insurance conditions, unless he/she can demonstrate that his/her own insurance cover satisfies the above condition. Where this charge is levied, the hirer should note that there is £100.00 excess. A copy of the Policy is available on request from the Booking Officer and the Hirer should be aware of its financial limitations and exclusions. The property of the Hirer is not covered. The Hirer must state on the Booking Form whether he has his own policy of Public Liability Insurance.
- 3.16 Slough Borough Council may require the hirer to lodge a bond against possible extra charges. The amount of the bond will vary depending on the type of event and number of attendees. The bond will be returned to the hirer after the hiring period when all outstanding charges have been satisfied and may be used to offset losses caused by a failure of the said charges being satisfied within a reasonable time. The value of the bond does not represent a maximum of charges that maybe made. Interest will not be paid on any bond held.

4.1 CANCELLATION OF HIRING (by Slough Borough Council)

- 4.2 Slough Borough Council reserves the right to close the facility, or prohibit the use of the facility, at its discretion without stating the reason. In which, Slough Borough Council will give as much notice to the hirer as is possible. Where the Council cancels a booking in respect of the above or the following, the Council shall not be liable to pay any compensation in consequence of any such cancellations, but will find the hirer an alternative ground within SBC's properties if available.
- 4.3 The accommodation, grounds or equipment are required for civil purposes.
 - An act of natural disaster, accident or emergency renders the hired premises unavailable.
 - In the event of civil disorder.
 - In the event of unsuitable ground conditions or for any other reason which in the opinion of the Council constitutes a sufficient overriding reason.
- 4.4 If the Hirer fails to comply with the Terms and Conditions of hire, the booking will be automatically cancelled and will not return any monies paid.
- 4.5 In the event of any cancellation or termination of the hiring by SBC, no liability shall fall upon the Council in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof and the Hirer is advised to insure against such loss.
- 4.6 SBC may cancel or terminate any hiring, if the premises are used for any purpose, which they have not approved, or if there is any breach of any of the terms and conditions of Hire. In the event of such cancellations, all charges paid will be forfeited and the Hirer shall be liable to the SBC for any costs, expenses and losses incurred by the SBC.
- 4.7 SBC may cancel or terminate any hiring if the premises are required for any purpose connected with a European or United Kingdom parliamentary, local elections, national security, public safety and the prevention of disorder or crime, the economic well being of the Country, the protection of the Rights and Freedoms of others and shall not thereby incur any liability whatsoever to the Hirer other than for the return of such deposits, fees and charges as shall have been paid by the Hirer. Hirers are advised to insure against any eventuality.
- 4.8 SBC may cancel or terminate any booking under the terms specified above at no cost to the council.

- 4.9 If the hiring is cancelled for any such reason, the Council shall give to the Hirer reasonable notice where possible and refund the Fee but will not otherwise be liable to the Hirer whatsoever.
- 4.10 Slough Borough Council reserves the right of entry at all times by authorised officers of their premises and/or to refuse admission to or remove from the premises any person without stating reason therefore. Any breach of the above conditions will incur extra costs. Where necessary for the protection of the public in extreme circumstances the Council has the authority to close the hall and ask all member of the public to leave the premises.
- 4.11 Slough Borough Council reserves the right to cancel any booking where it considers that such event may be contrary to the interest of the general public or contrary to any law or act of parliament and no compensation nor justification for such decision will be due for any such cancellation.
- 4.12 Slough Borough Council reserves the right to cancel a booking due to adverse weather conditions, power failures, emergency maintenance or any other unexpected emergency that affects the use of the centre, if we have to cancel the booking we will try to organise an alternative date. If this is not acceptable, we will refund the hire charges for the affected session only. Slough Borough Council will not be liable for any other costs you may have incurred.
- 4.13 Slough Borough Council has a strict policy on extreme groups and will not allow any premises to be used to promote extremist views, the Council will not permit accommodation to be let: -
 - To an organisation which is prohibited by law or by an individual who has illegally entered the country
 - For political rallies or demonstrations.
 - For purpose which are illegal and/or likely to incite or cause civil unrest or division within the community.
 - For functions attended by a person(s) whose presence may cause civil unrest or division within the community
 - For any other purpose, which the Borough secretary and Solicitor in consultation with the leader of the Council deem, may affect the reputation of the Council.

5.0 CANCELLATION OF HIRING (BY THE HIRER)

- 5.1 Cancellations must be made by email or in writing. If the hiring is cancelled by the Hirer, s/he shall be liable for payment of the following percentage of the total hiring fee (if any). Where the notice of cancellation is received:
 - Less than 1 week, before the date of commencement of the hiring: 100% of the full hire fees will be payable.
 - More than 1 week but less than 28 days, before the date of commencement of the hiring: 50% of the full hire fees will be payable.
- 5.2 The hirer is strongly advised to purchase insurance to cover cancellation costs where the cancellation results from circumstances beyond your control for example illness.
- 5.3 Please refer to VAT exemption form for more detailed information on cancellation of a seasonal booking (attached is the copy)

6. SUB-LICENSING

6.1 The Hirer shall not sub-license or attempt to sub-license, under any circumstances the premises or part thereof. SBC does not accept third party bookings.

7.0 MANAGEMENT AND ADMINISTRATION

7.1 ACCESS TO AND VACATION OF THE PREMISES AND AVAILABILITY OF FACILITIES

- 7.1.1 The Hirer, their attendees, contractors, exhibitors etc. will be allowed onto the premises during the Period of Hire specified within the Booking Confirmation. Under no circumstances will Hirers or their attendees, contractors, performers, exhibitors or any other person associated with the hiring be allowed onto the premises before or after the time specified on the Booking Confirmation.
- 7.1.2 All Hirers and any persons associated with any hiring must have vacated and be clear of the premises by the time of completion of the Period of Hire unless previously special arrangements have been agreed with SBC at the time of Booking Confirmation. Remaining at the venue for more than 10 minutes after the booking time will incur an additional hourly charge, which will be deducted from the booking deposit.

7.2 SETTING UP AND CLEARING UP

- 7.2.1 Facilities will be set up to the layout specified in the acceptance email. Significant layout changes on the day of the booking (that are not specified on the signed booking contract) may be subject to additional charges.
- 7.2.2 SBC will use its best endeavours to ensure facilities are available to the correct specification but no guarantee can be given that they will be available to the required plan immediately upon commencement of the Period of Hire. Hirers are advised to book a minimum of one hour prior to the commencement of the event and one hour at the end of the event to allow sufficient time for their preparation and clean up at the end.
- 7.2.3 The Hirer shall be responsible for providing the Facilities Team with all exhibition plans, floor plans, audio visual requirements and room layouts, a minimum of 2 weeks prior to the date of the commencement of the hire for his approval/comments. Any adjustments to room layouts or other requirements should be made in writing or by email.
- 7.2.4 The hirer is responsible for setting and cleaning up of the facility and for ensuring that all guests leave the centre within the allocated booking time. For evening functions, all music must finish 30 minutes before the end of your booking unless prior arrangement has been made.
- 7.2.5 Over running of functions or gaining early access will result in additional charges being levied at a minimum of one-hour hire.
- 7.2.6 The hirer is responsible for the removal of all rubbish and decorations from the hired community centre as well as the kitchen if used. The hirer is also responsible for the removal of rubbish left outside the building; all rubbish must be placed in the bins or skips provided.

7.3 RIGHT OF ENTRY TO HIRED ROOMS AND REMOVAL OF UNDESIRABLE OBJECTS

- 7.3.1 The Council reserves the right for duly authorised members, officers and employees of the council to enter the Venue at any time for any authorised purpose.
- 7.3.2 If anything offered for sale or exhibited in any of the premises is considered by the Facilities Management Officer or the SBC authorised officers, to be likely to be undesirable in support of a political party, in breach of copyright, unsuitable, dangerous to any person or property inside or outside the SBC, offensive or would cause the Council to be in breach of its equality duties; it shall on request be removed by the Hirer forthwith.

7.4 SUPERVISION OF PREMISES

- 7.4.1 The Hirer shall ensure that throughout the Period of Hire at least one person over 18 years of age shall be present who shall accept responsibility for ensuring the effective control and supervision of the hiring and for compliance with these conditions. The name and status of this person shall be communicated to the Bookings Officer at the time of booking.
- 7.4.2 During the Period of the Hiring the Hirer shall be responsible for the efficient supervision of the space hired including though not limited to:
 - 7.4.2.1 The effective control of children
 - 7.4.2.2 The orderly and safe admission and departure of persons to and from the venue
 - 7.4.2.3 The orderly and safe vacation of the venue in the event of an emergency
 - 7.4.2.4 The safety of the venue and the preservation of good order and decency in the venue
 - 7.4.2.5 Ensuring that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit
 - 7.4.2.6 Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the venue

7.4.3 Supervision of Children

- 7.4.3.1 Where facilities are let for the purpose of entertaining children the provisions of the children and young persons Act 1933 shall be observed. If a children's entertainer or other persons or equipment is bought in to the facility, the hirer must inform the booking coordinator and is wholly responsible for such persons and their equipment and checking any safety and insurance certificates. Slough Borough Council will not be responsible for such persons or their equipment.
- 7.4.3.2 The hirer must ensure that children and young persons are not allowed to enter the kitchen and serving areas and must be supervised by a responsible adult at all times whilst using the community centre.
- 7.4.3.3 Under no circumstances are children to be permitted to leave the facility during the course of the booking nor should they gather or play in the vicinity of the premises or the car parking area. The hirer is responsible for supervising children at all times.

7.5 DELIVERY AND REMOVAL OF GOODS AND REFUSE

7.5.1 The Hirer shall ensure that persons who supply equipment and other goods in connection with the hiring shall bring in and take away goods during the period of the hire in such manner as to prevent nuisance or annoyance to the occupiers of SBC and to residents in the neighbourhood.

7.5.2 The Hirer will be responsible for removal of all refuse generated from their booking prior to leaving the venue, including glasses, cans, bottles, food, disposable dishes and any other waste accumulated by their event.

7.6 PERMITTED NUMBERS

- 7.6.1 The maximum number of persons to be allowed admission per room at any one time is will be as per Venue allowance specified by the council at the time of booking. The Hirer shall ensure that these numbers are not exceeded.
- 7.6.2 The Bookings Officer may, in her/his absolute discretion, reduce the maximum number of persons to be admitted if s/he considers it expedient or necessary so to do.

7.7 FIRE SAFETY PRECAUTIONS

- 7.7.1 The Hirer must ensure that all persons brought into SBC by him are made fully aware of the Emergency Procedures, which will be displayed around the building and a hard copy provided at the time the booking is confirmed.
- 7.7.2 The Hirer must ensure that all gangways, corridors, staircases, passageways, entrances and exits are kept entirely free from obstruction at all times and that fire doors must remain closed at all times when not in use.
- 7.7.3 During the Period of the Hiring, the Hirer must record the number of persons admitted and show evidence of the same on demand to any officer of the Council requesting such information.

7.8 ELECTRICAL INSTALLATIONS

- 7.8.1 The Hirer shall not make any alterations, move or interfere with the existing lighting, heating, power or other electrical fittings or appliances.
- 7.8.2 No additional lighting, heating, power or other electrical fittings or appliance are to be installed or used without the prior written consent of the Council.
- 7.8.3 Stage lighting equipment must not be operated by any persons other than by a qualified electrician and with prior written consent of the Council.
- 7.8.4 SBC will provide technical support to Hirers at the commencement of the Period of Hire to instruct them on the operation of hired equipment and to provide support should any item of hired equipment malfunction during the Period of Hire.
- 7.8.5 The supply of electrical extensions may be made available with the prior approval of the SBC Managing Officer.
- 7.8.6 All electrical appliances such as tape recorders/CD players etc. must have a valid PAT (Portable Appliance Test) label on. If it doesn't, the hirer will not be permitted to use the equipment.

7.9 BROADCASTING, FILMING, EXHIBITIONS, BAZAARS, SALES & PERFORMANCES

7.9.1 Broadcasting or Filming rights are strictly prohibited without the prior written approval of the Council.

- 7.9.2 For the avoidance of doubt, cameras may be brought into and used inside the Venue for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.
- 7.9.3 The Hirer shall not use any part of the Council building for the purposes of a film exhibition or permit any part of the building to be used for those purposes without prior consent of the Council.
- 7.9.4 All hiring's of Council premises for exhibitions, bazaars, sales of work, cinematography, entertainment, performance of stage plays and such similar functions will be subject to any further charges or conditions that may be imposed by the Council or by the Councils insurers in respect of the extra risk involved. In the case of such functions, applications must be made at least four weeks before the date of the proposed event, accompanied by a plan of the proposed construction thereof.
- 7.9.5 No cinematography film shall be shown unless the British board of film censors have previously passed it. A licence for showing any such film or staging the show and the use of hired premises for that purpose must be duly obtained from the Council in writing.
- 7.9.6 No televisions, satellite or other devices can be used to view any broadcast programmes at any community centre. The hirer shall fully and effectively indemnify the Council against all proceedings, costs, claims, demands, expenses, and actions, which may arise by any means directly, or indirectly from the use of televisions or satellite or watching broadcast programmes at any community centre.
- 7.9.7 No sweepstakes, raffles or other form of lottery shall be promoted, conducted or held except such lotteries as are deemed not to be unlawful by virtue of any enactment relating to gambling, betting and the lotteries act and have prior written consent of the relevant Council official.
- 7.9.8 Photographs or demonstrations of hypnotism, mesmerism or any similar act may not take place on the premises.

7.10 ANIMALS AND BIRDS

7.10.1 The Hirer shall not permit any animal or bird to enter or remain on the premises excluding an assistance dog accompanying a visually or hearing impaired person.

7.11 GAMBLING

7.11.1 No sweepstake, raffle, tombola or form of gambling is permitted to take place in Council buildings without prior written consent from the Council.

7.12 SMOKING

- 7.12.1 Smoking is strictly prohibited within (and immediately surrounding) the building including outside the main entrance. Clarification of locations where attendees may smoke can be obtained from the Building Manager or Facilities Officer. The Hirer will ensure they, their attendees, contractors, exhibitors etc. adhere to the SBC no-smoking policy, which is available on request.
- 7.12.2 Failure by the Hirer or his guests to comply with this requirement may result in enforcement by the Council's Environmental Health Officers.

7.13 NOISE AND USE OF AMPLIFIED SOUNDS OR MUSIC

- 7.13.1 The Hirer shall keep music and amplified sound to below 90DB (A) at a distance of 15 metres from the noise source.
- 7.13.2 Noise level must be contained to a reasonable level at all times and after 11.00 pm; no noise shall be audible in any of the neighbouring houses or flats. Where noise control devices are installed these will be on throughout the function measuring noise levels. Excessive noise causes the device to cut off the power to the centre. Any tampering with the equipment will automatically incur extra costs.
- 7.13.3 Noise level must be kept at a level so as not to interfere with other activities in the community centre. Exist doors and windows must be kept closed after 11.00 pm. This also applies to noise levels within the car park as some of our centres are within residential areas.

7.14 PUBLICITY AND ADVERTISING

7.14.1 The Hirer shall not advertise any public meeting, whatsoever without the prior written approval of the Head of Facilities Management.

7.15 PARKING AND BICYCLES

- 7.15.1 The Hirer is entitled to park on the site car park where it is available. The Booking Officer can confirm which buildings have on-site parking. Car Park space can be used during the Period of Hire only and subject to spaces being available. No guarantee of availability is given.
- 7.15.2 The car park is available on a first come first serve basis. No parking is available overnight.
- 7.15.3 Bicycles including fold-up bicycles are not permitted within SBC buildings. These must be parked outside the building in the allocated space.
- 7.15.4 Any cars, bicycles and property are left at the owner's risk. The council will not accept any liability or cost for any loss or damage.

7.16 CATERING AND ALCOHOL

- 7.16.1 Hirers may use their own catering suppliers to provide Catering Services (except at Arbour Park Community Stadium where the council's approved on site supplier must be used).
- 7.16.2 Neither the Hirer nor any third party is permitted to bring any additional ovens or other gas/electrical catering equipment into the Building.
- 7.16.3 The kitchen (Where available at the venue), must be booked in advance by the Hirer if any food preparation is to take place at the Venue.
- 7.16.4 The Hirer agrees that both he and/or his caterer will provide all crockery, glasses, cutlery and other relevant equipment, which is required for the Period of Hire.
- 7.16.5 The council accepts no liability for any breaches of Food Safety or Hygiene or any other related compliance breaches by the Hirer or their caterer.

- 7.16.6 No food or alcohol can be sold on the premises unless the hirer has obtained a license to do so from the relevant licensing authority and permission has been agreed at the time of the booking.
- 7.16.7 The hirer shall not use the Facility for profit making events or any other purpose than for which it was hired.
- 7.16.8 The hirer agrees and accepts the Council shall not be liable for the quality or service of food on the premises nor will the council accept responsibility for any food served or bought onto its premises by the hirer or the hirers chosen catering company.
- 7.16.9 The council reserves the right to specify whether a person or company may provide catering services on any of its premises.

7.17 ROYALTIES AND COPYRIGHT

- 7.17.1 The Hirer shall indemnify SBC and its officers from and against any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given by the Hirer and against any infringement of copyright, which may occur during the hiring.
- 7.17.2 If the Purpose of the Hiring or other use of the Venue will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists, it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.
- 7.17.3 If the Council so requests the Hirer must supply for approval to the council not less than 7 days before the Period of the Hiring of, a copy of the programme of any entertainment to be provided during the Period of Hiring and such other documentation or evidence as the council may reasonably require.
- 7.17.4 Hirer must not offer any gifts, financial royalties or any other items, which may be perceived as bribery to Council Officers. If hirers breach this policy, the council reserves the right to cancel any future bookings.

7.18 PROTECTION OF USE OF DECORATIONS AND PYROTECHNICS

- 7.18.1 The Hirer shall not permit any person connected with the hiring to drive any bolts, tacks, bits, pins, adhesive substances nails, screws or other fixings into the walls or floors or into any furniture or fittings or to do anything likely to cause damage to the building or any such furniture or fittings.
- 7.18.2 No notice, sign, flag, bunting, placards, banners, decoration, drapery, or other item shall be affixed to any part of the building, the furniture, fixtures or fittings using strong adhesive substances that may cause damage, this also includes the use of staple guns and drawing pins. The hirer should seek clarity from the Bookings Team if they are unsure.
- 7.18.3 No person shall alter or move existing fittings without the prior written consent from the Council. If damage is caused to the community centre by the hirer or other attendees or additional cleaning is required, the hirer personally must pay for the cleaning or/and damage caused to Council property as a result of the hiring. Any charges levied for damage or cleaning of the community centre will be deducted from hirer's security deposit: however,

- if the security deposit is not sufficient to cover charges levied the hirer will be issued with an invoice to cover any shortfall.
- 7.18.4 The Hirer shall ensure that adhesive tapes are not used to mark wooden or carpeted floors.
- 7.18.5 The Hirer shall ensure that any event stand shall be prefabricated no painting or making good will be allowed on the premises. The position of display/exhibitions stand must be agreed in advance with the Bookings Officer.
- 7.18.6 Decorations, flags, emblems, helium-filled balloons, streamers or confetti, party poppers/canons, will only be permitted to be used with the written consent of the Bookings Officer. Where such consent is given, it will be conditional on the use of non-inflammable material or material treated with an approved fireproofing substance
- 7.18.7 SBC reserves the right to remove any poster, emblem or decoration etc. that in the opinion of the Building Manager shall be or become unseemly, unsightly, or inappropriate.
- 7.18.8 The Hirer shall ensure that no naked flames, smoke making machines, indoor fireworks, stage pyrotechnics or other highly inflammable material are to be used at Council Buildings. Candles for Birthday/Party cakes may be permitted subject to the approval of the Bookings Officer but strict adherence to the fire procedures is required by the Hirer.

7.19 PROTECTION OF SBC PROPERTY

- 7.19.1 The Hirer must take due care and attention of the premises during the Period of Hire and where necessary protect floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the premises, which are at risk of damage.
- 7.19.2 The Hirer shall be responsible for and use his best endeavours to ensure that the Venue, all articles of whatever nature and equipment are left in the same condition as that immediately before the Period of Hire.
- 7.19.3 The Hirer shall repay to SBC in the first instance and, on demand the cost of reinstating or replacing any part of the premises or any property belonging to SBC in or upon the premises, which shall be damaged, destroyed, stolen or removed during the Period of Hire.
- 7.19.4 Any damage to Council property incurred by the Council as a result of the Hirers event will result in the council deducting the cost of repair/replacement from the Damage Deposit and any outstanding sums due may be recovered by the Council as a debt from the Hirer.
- 7.19.5 If the Hirer fails to observe and perform any of these Conditions the Council may seek to recover from the Hirer any expense incurred by the Council in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate

7.20 LOSS, DAMAGE OR INJURY

7.20.1 The Hirer is covered by a policy of Public Liability Insurance taken out by SBC and the premium is included in the Hire Fee. A copy of the Policy is available on request from the Booking Officer and the Hirer should be aware of its financial limitations and exclusions. The property of the Hirer is not covered. The Hirer must state on the Booking Form whether he has his own policy of Public Liability Insurance.

- 7.20.2 The council shall not be liable for the death of or personal injury to any person attending the Venue for the Purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability.
- 7.20.3 The Council will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Venue either by the Hirer or by any other third party.
- 7.20.4 The Council shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire government restriction or act of God which may cause the Venue to be temporarily closed for the Purpose of the Hiring to be interrupted or cancelled.
- 7.20.5 The Council will not be responsible for any loss or damage to personal equipment or property by anyone attending, within the premises, car parks, walkways and gardens within the vicinity of the hired premises.
- 7.20.6 Any equipment left on Slough Borough Council premises remains the responsibility of the owner of the equipment and it is the hirer's responsibility to insure their own equipment, Slough Borough Council will not accept any responsibility for equipment or other possessions left or stored in community centres nor will they be liable for any such equipment.
- 7.20.7 The Council gives no warranty that the Venue is satisfactory for any specific purpose

7.21 COMPLIANCE WITH STATUTES AND REGULATIONS

- 7.21.1 The Hirer must not do or permit to be done or fail to be done any act matter or thing which may constitute a breach of any statutory obligation arising out of or in connection with this agreement or would or might vitiate in whole or in part any insurance effected in respect of the Venue.
- 7.21.2 The Hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act, 1933, the Copyright Act 1956, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any licensing SBC applicable to any hiring and shall indemnify and keep indemnified SBC, and all other officers of SBC from all penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.
- 7.21.3 The Hirer shall strictly observe the requirements and regulations of any licensing in relation to exhibitions and Public Entertainment Licensed events and the number of persons to be admitted, arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.
- 7.21.4 The Hirer hereby agrees to comply with the relevant provisions of the Health & Safety at Work Act 1974 and any other relevant order, statutory instrument, legislation in respect of any person engaged or employed by the Hirer or working on the Hirer's behalf at the Venue and in respect of any other third party attending the Purpose of the Hiring.
- 7.21.5 Hirer are responsible for undertaking their own Risk Assessments for the activities being undertaken and in ensuring full compliance by all those organising, performing and attending the booking.

- 7.21.6 The hirer shall indemnify Slough Borough Council against all proceedings, claims, costs, demands, expenses, actions or liabilities howsoever caused, arising directly or indirectly from the use of the premises apart from claims and actions arising through the negligence of Slough Borough Council, its servants or agents.
- 7.21.7 The hirer shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising whether in contract, tort or otherwise, directly or indirectly, out of or in the course of, in connection with breach of this Agreement by the hirer, its employees or agents.
- 7.21.8 The parties hereby acknowledge that persons engaged by the hirer pursuant to the Purpose of the Hiring shall be (or shall be deemed to be) employees, subcontractors, agents or independent contractors of the hirer and the hirer shall indemnify and keep indemnified the Council against all claims arising from their engagement/employment.
- 7.21.9 The Council accepts no liability whatsoever for any loss or damage caused to any property belonging to the hirer, in the possession of the hirer or belonging to or in the possession of any third party.
- 7.21.10 The hirer should provide a suitable and adequate first aid kit for the hiring period.

7.22 COMPLAINTS

7.22.1 Any complaint arising out of the hiring must be made in writing to the Council's Booking Team, within 7 days after expiration of the Period of the Hiring. Emails can be sent to; communitycentres@slough.gov.uk

8. EMERGENCY PROCEDURES

- 8.1.1 In the event of an emergency occurring within SBC buildings, audible alarms will be activated in all areas. The alarm is a distinctive continuous high pitch sound.
- 8.1.2 Emergency exits are signed with the door or exit. Evacuation shall be from your nearest Exit point, which is indicated on the Health and Safety posters displayed in Rooms.
- 8.1.3 Evacuation should be immediate and no attempt should be made to gather or retrieve possessions from the building.
- 8.1.4 Evacuation should be in an orderly manner, as quickly as possible and without running.
- 8.1.5 No attempt should be made to re-enter the building until given the all clear by the Managing Officer.
- 8.1.6 Unattended property may activate emergency evacuation procedures, so please keep your bags and other loose possessions with you at all times.
- 8.1.7 On conclusion of the emergency, the Fire Officer will advise of and allow re-admission to the building.

9 INTERPRETATION AND RESERVED RIGHTS.

9.1 Council reserves the right to vary the terms and conditions herein and to take such additional terms, as it may in its absolute discretion deem necessary. Any question arising as to the

interpretation of the terms and conditions shall be interpreted by an appropriate officer of the council whose decision shall be final.

- 9.2 Where the Council cancels a booking in respect of the above or the following, the Council shall not be liable to pay any compensation of any such cancellations, but will return any monies already paid:-
 - The accommodation, grounds or equipment are required for civil purposes.
 - An act of God, accident or emergency renders the hired premises unavailable.
 - In the event of civil disorder.
- 9.3 The hirer or the person signing the contract of hire of Council premises warrants that he is over 18 years of age and has read and accepted these terms and conditions.

10 SET OFF

10.1 The Council may at any time, without notice to the hirer, set off any liability of the hirer to the Council against any liability of the hirer to the Council, whether either liability is present or future, liquidated or un-liquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Council may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the hirer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

11. GENERAL MATTERS - <u>SPECIFIC TO ARBOUR PARK COMMUNITY</u> <u>STADIUM ONLY</u>

- 11.1 Goal Nets These will be provided. The hirer will be responsible for nets that have been lost or nets that are in poor condition (unreasonable wear and tear) and will be liable to pay all costs incurred. All hirers must use the goals provided by the Council on the 3G pitch. If the hirer requires additional goals for training and competition, only portable plastic goals can be used when agreed in advance with the Council. Goals must only be moved with transport wheels please seek assistance from the Facilities Officer on duty. Failure to use the transport wheels may jeopardise future use of the Stadium. All equipment provided by the Stadium must be returned after use in the same condition as it was provided. Any lost or damaged items of equipment shall be the responsibility of the hirer. The Hirer must notify the Council in advance of all equipment required for the hire period. The Council cannot guarantee the availability of equipment not booked in advance.
- 11.2 Customers making a bulk commitment of 10 or more bookings in one transaction for One FULL PITCH hire, will be entitled to a 10% discount on the total cost. This discount will only apply if full payment is made in advance. Cancellation of any dates, will not entitle the customer to a refund. However should the customer wish to alter a hire date, we will endeavour to accommodate this request, but can not guarantee this will be accommodated due to other hirer's bookings.
- 11.3 Health and Safety –The hirer must comply with the Green Guide safety management standard to safeguard safety of spectators, players and staff. Hires are responsible for providing his/her own first aid kit. A Health and Safety Officer will be required for some bookings that involve public attendance. To demonstrate compliance with the Green Guide hirers are required in advance to provide risk assessments, event plan and

- confirm level of stewarding for each specific event that involves attendance of large crowds.
- 11.4 Clearing Away The hirer shall remove all litter left by his/her clubs players and spectators. The hirer shall leave the sports ground and facilities in the same condition as on arrival.
- 11.5 Car Park The hirer must ensure that all cars and other vehicles connected with the hirer or his/her group or club are parked in the car park provided, or in some other place so, as not to obstruct any public or private right of way, or be a nuisance or source of annoyance to any person or neighbour. The hirer must not bring cars or other vehicles onto the grassy areas of the sports ground or allow vehicles to be brought there. The hirer is responsible for ensuring access ways and exits are kept clear for emergency vehicles. Parking for the use of the Stadium is provided but is not guaranteed. The Hirer must ensure that all users park within the designated parking spaces and not on the access road, verges or along adjoining residential or access roads. If there is a shortage of space, assistance from the Council's facilities officer on duty should be sought.
- 11.6 Smoking The hirer is to ensure that there is to be no smoking apart from in the designated smoking area. Smoking is NOT permitted in any Slough Borough Council buildings; this includes changing rooms, hallways, entrances and exits to buildings and also on the 3G pitch including the 3G pitch and spectator viewing areas. Failure to comply with this condition will result in the immediate withdrawal of future facilities hiring for your organisation, club or group.
- 11.7 Hire must ensure all users of the pitch wear appropriate footwear suitable for 3G pitch (guidance enclose).
- 11.8 The Premises Licence for Arbour Park Community Stadium restricts use as below:-

ACTIVITY (and Area if Applicable)	Times: From – To
A. Performance of a play (Indoors & Outdoors)	Mon to Sun, 8am – 2am
B. Exhibition of films (Indoors & Outdoors)	Mon to Sun, 8am – 2am
C. Indoor sporting event	Mon to Sun, 8am – 2am
D. Boxing or wrestling entertainment (Indoors & Outdoors)	Mon to Sun, 8am – 2am
E. Performance of live music (Indoors & Outdoors)	Mon to Sun, 8am – 2am
F. Playing of recorded music (Indoors & Outdoors)	Mon to Sun, 8am – 2am
G. Performance of dance (Indoors & Outdoors)	Mon to Sun, 8am – 2am
H. Entertainment of a similar description to that falling with E, F, or G (Indoors & Outdoors)	Mon to Sun, 8am – 2am
Late night refreshment (Indoors)	Mon to Sun, 11pm – 2am
J. Supply of alcohol for consumption ON the premises only	Mon to Sun, 8am – 2am

11.9 The supply or sale of alcohol is prohibited when:

- a. at a time when there is no Designated Premises Supervisor (DPS) in respect of the Premises Licence
- b. at a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence has been suspended

In addition every supply of alcohol must be made or authorised by a person who holds a Personal Licence.

- 11.10 Dress code and Footwear
- 11.10.1 Appropriate clothing must be worn at all times in all external areas of the Stadium
- 11.10.2 The hirer should ensure that all users are appropriately attired for the use of the Stadium and not wearing any materials which may cause damage to the 3G surface.
- 11.10.3 The Hirer must ensure that all users wear appropriate footwear within the 3G pitch at all times. Hirer must ensure appropriate footwear is worn before using the 3G pitch to prolong the life of the pitch. If inappropriate footwear is worn the hirer will be responsible for any damage sustained to the pitch and future facilities will be withdrawn. It is the hirer's responsibility to ensure the correct footwear is worn, and to ensure all participants comply with these rules.
- 11.10.4 Hirers must ensure all users have clean footwear before they use the 3G pitch.
- 11.10.5 Appropriate footwear is:-

Football boots - plastic studs - screw	in
less than 15mm	
Football boots – moulded studs	
Astro Turf Trainers	

- 11.11 Food and Drink
- 11.11.1 Chewing gum is NOT permitted on the 3G surface or the 3G pitch and spectator viewing areas including the stands. Failure to comply with this condition will result in the immediate withdrawal of future hiring facilities for your organisation, club or group.
- 11.11.2 Food or liquids other than water are NOT permitted in or around the pitch area
- 11.11.3 The hirer is not permitted to bring their own alcohol onto the Stadium.
- 11.11.4 Alcohol cannot be consumed at any time during a football match as per the Sporting Events (Control of Alcohol etc.) Act 1985
- 11.11.5 Anyone found to be purchasing or supplying alcohol to persons under the age of 18 will be asked to stop, the drink will be removed from the minor and the police called.
- 11.11.6 Illegal substances are not permitted.
- 11.12 Behaviour
- 11.11.1 The Council will not accept poor or unacceptable standards of behaviour, language and attitude towards other users, the public or Council staff. Hirers will be accountable for their users, visiting teams and (in terms of junior clubs) parents.
- 11.11.2 The use of radios, stereo systems or other similar devices externally is prohibited other than personal music players fitted with headphones. Anyone found to be using such equipment shall be immediately asked to leave the Stadium.
- 11.11.3 No users are to display flags, signs, etc., without the prior permission of the Council.

- 11.12 Changing Facilities The hirer shall ensure that changing accommodation is left in a clean and tidy state and that washing facilities are not used for removing mud from boots. The hirer shall ensure that lights, taps, showers and other equipment in the changing rooms are turned off and the doors and windows closed and gates to the sports ground closed (where applicable) before leaving. The hirer is also responsible for not letting other teams to use their changing rooms.
- 11.13 Animals No animals, with the exception of Assistance Dogs, are permitted anywhere within the Stadium.
- 11.14 Litter The hirer must ensure that any litter is disposed of in the appropriate bins provided or removed from the Stadium.
- 11.15 Lost Property Any belongings left at the Stadium will be removed and stored for 4 weeks before being disposed of.
- 11.16 Reporting Any issues or damage to the 3G pitch must immediately be reported to the Council's facilities officer. The hirer must report all accidents involving injury to a member of the public to Council's facilities officer as soon as possible and all relevant paperwork must be completed.
- 11.17 General
- 11.17.1 The hirer is responsible for the supervision of all persons attending the for the purpose of the hire.
- 11.17.2 The hirer is responsible for the conduct and behaviour of all participants associated with the booking and should ensure compliance with the Code of Conduct which is clearly displayed throughout the Stadium.
- 11.17.3 At any hire where members of the public are admitted, the hirer shall provide an adequate number of stewards who will be present during any programme or activity, training, coaching and tournaments.
- 11.17.4 Any damage caused by an individual or team will result in the hirer being liable for any damage costs. Failure to do so will result in the immediate termination of the club's use of the Stadium.
- 11.17.5 The hirer must ensure that they have adequate first aid provisions when using the Stadium as there is no first aid provision at the Stadium.
- 11.17.6 No spectators, including parents are allowed to access the pitch before, during or after an activity / match or programme. Team managers, coaches and first aiders are the only people allowed within the 3G pitch.
- 11.17.7 No unauthorised person is allowed to enter the changing area. If any unauthorised person tries to obtain access to the Stadium the hirer should immediately eject such persons from the Stadium.

12.0 INTERPRETATION AND RESERVED RIGHTS - <u>SPECIFIC TO ARBOUR PARK</u> COMMUNITY STADIUM ONLY

- 12.1 The Council reserves the right to vary these terms and conditions and to make such additional terms as it may in its absolute discretion deem necessary. Any questions arising as to the interpretation of the terms and conditions shall be interpreted by any appropriate officer of the Council whose discretion shall be final.
- 12.2 The hirer or the person signing the contract of hire of the Facility warrants that he/she is over 18 years of age and has read and accepted these terms and conditions.

13.0 CHILDREN - SPECIFIC TO ARBOUR PARK COMMUNITY STADIUM ONLY

- Where pitches and facilities are let for the purpose of entertaining children the provision of the Children and Young Persons Act 1933 shall be observed.
- Where Clubs are hiring facilities for the purpose of coaching or entertaining under 18's, the booking will only be accepted where clubs can adhere to SBC's 'Child Protection Standards for Clubs using SBC facilities from June 2014'.

14.0 VAT Exemption for Arbour Park Community Stadium



Taking pride in our communities and town

ADVISORY TO LOCAL SPORTS CLUBS

Value Added Tax (VAT) Regulations Relating To The Bookings Of Sports Pitches In Park Facilities

June 2017

Hirers of park facilities for use for sports activities may be exempt from VAT provided that all of the following conditions are met;

- · The booking is for ten matches or more
- Each match is for the same sport/activity
- Each match is at the same location (same park/sports facility)
- . The interval between each match is at least one day but not more than 14 days
- There is a written contractual agreement between the hirer and the council (the
 provider) that all matches will be paid for. (Payment can be by instalments but as a
 minimum requirement payment for each match must be made on or before the day
 of each match). See information provided below concerning refunds
- The hirer cannot be allowed to cancel and sessions and receive a refund
- The hirer has exclusive use or the area/facility specified
- The hirer is a school, a club* or an association representing affiliated clubs or constituent associations
- * Individual teams can be treated as clubs provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the operator of premises specifying a named contract, collecting subscriptions from members and so forth. This would be by way of the official booking form

NOTE: <u>All</u> of the above conditions must be complied with or VAT will become payable for the <u>entire series</u> of bookings in accordance with Her Majesty's Revenue and Customs rules.

Rules agreed June 2017

PLEASE NOTE: Slough Borough Council reserve the right to change these Terms & Conditions at any point without notice.

Hirer:	 	 	
Organisation:	 	 	
Date:	 		

SIGNED:	DATE:

The Conditions of hire and Regulations governing the use of the area hired should be studied before signed the contract. The signing of this contract implies the full acceptance by the Hirer of the Conditions of Hire and Rules and Regulations.

VAT CHARGES

HALLS & ROOM BOOKINGS

The hiring of venues and room bookings including equipment (i.e.) projectors, flip charts, etc. are exempt from VAT.

For Weddings and Parties, VAT is also exempt except where the Council are providing a complete wedding service with catering and planning.

Where Security Services for Weddings and Parties is provided/required, VAT will be charged for this only, at the standard rate.

PITCH BOOKINGS VAT REGULATIONS

Hirers of park facilities for use for sports activities may be exempt from VAT provided that all of the following conditions are met:

- 1. The booking is for ten matches or more
- 2. Each match is for the same sport/activity
- 3. 8Each match is at the same location (same park/sports facility)
- 4. The interval between each match is at least one day but not more than 14 days
- 5. There is a written contractual agreement between the hirer and the Council (the provider) that all matches will be paid for. (*Payments can be in instalments but must be made prior to the game commencing*).
- 6. The hirer cannot be allowed to cancel sessions and receive a refund
- 7. The hirer has exclusive use or the area/facility specified
- 8. The hirer is a school club or an association representing affiliated clubs or constituent associations

** Individual teams can be treated as clubs provided that they conduct their affairs in the same manner. This would mean entering into formal agreements with the operator of the premises specifying a named contract, collecting subscriptions, from members and so forth, this would be by way of the official booking form.

All of the above conditions <u>must</u> be complied with or VAT will become payable for the entire series of bookings in accordance with HMRC rules.

For one off games, VAT will be charged at the standard rate.

OUTDOOR PITCHES & WICKETS TERMS & CONDITIONS

<u>Terms and conditions for the hire of outdoor pitches & wickets at Slough Borough</u> <u>Council</u>

1.0 Application

- 1.1 All applications for the hire of any Council owned outdoor pitches shall be made to the Slough Borough Council's Bookings Coordinators, Facilities Management, 1st Floor East, St Martins Place, 51 Bath Road, SL1 3UF or by phone on 01753 875762 or email communitycentres@slough.gov.uk
- 1.2 The person whose name the booking is in and who signs the contract (the same person must do both) agrees to be the hirer and therefore shall be responsible for complying with the following terms and conditions of hire:
- 1.3 The hirer must not transfer the benefit of the facility to any other person or organisation or sell tickets for any event without prior written agreement from the Council.
- 1.4 The hirer must inform the booking team of the teams fixtures at the beginning of the season or as soon as possible, to prevent disappointment and unavailability of chosen pitches.
- 1.5 Only authorised persons may sign the contract on behalf of a club or other body, the authorised person must inform the booking team if he is no longer the contact person for the club. If the authorised person is going abroad he must provide contact details of the person that will be responsible in his absence.
- 1.6 The Council has the right to refuse to enter into a hire agreement if it is not satisfied as to the purpose for which the premises are being hired.
- 1.7 The hirer may not display posters or other advertising on Council premises without written permission nor advertise, promote or announce any event to be held at any premises until they have received a confirmation of booking. Fly posting an event is illegal and will result in cancellation of the booking and the forfeit of all monies paid.
- 1.8 It is the hirer's responsibility to check the contract of hire ("the contract") for accuracy and by signing the contract warrants that he has read and understands the terms of the contract including these terms and conditions. Slough Borough Council Booking Coordinators must be informed immediately if any of the details contained in the contract or confirmation of booking is inaccurate.
- 1.9 Use of car parks is for car parking only any other usage must be discussed with the booking team when requesting a booking, use of car parks for other purposes will attract hire charges according to SBC pricing structure.

2.0 Hire Charges

2.1 One-off Midweek Bookings – The full amount of the hire charges shall be sent with each application and no booking will be confirmed until payment is received. Bookings will be made at short notice provided the appropriate booking form has been completed and payment received before the booking commences. A minimum of 7 working days notice is required to make a booking. Teams will also be required to pay a deposit for the changing

room keys and the keys are to be returned no later than 48hours of the finish of the match.

2.2 Season Bookings – Regular **Football** bookings can be made during the periods September to April. Regular **Cricket** bookings can be made during the periods May – July.

2.3 <u>Instalment payment plan: 2017/18 (Football Pitches only)</u>

- First instalment to be paid by 22nd August 2017 along with signed contract with terms and conditions and the deposit
- Invoicing customers, as above, but you will need to pay the deposit and return your documents by 15th August 2017 instead
- Second instalment to be paid by 3rd October 2017
- ➤ Third instalment to be paid by 7th November 2017

The hirer is required to pay a refundable deposit for the changing room keys and the use of the pitches. Non adherence to the terms and conditions may result in loss of your deposit.

- 2.4 Advance payments for booking should only be made through the Booking & Events coordinators. Customers are not permitted to make any payments to Amys.
- 2.5 It is the policy of Slough Borough Council that staff will not accept gifts gratuities or bequests from clients, their family, relatives or friends.
- 2.6 Requests for changes to bookings this includes changes to booked times must be made with the Bookings and Events coordinators.
- 2.7 The hirer is responsible for checking the contract; in case of any queries with the charges the hirer must raise these immediately with the booking team.

3.0 Cancellation by Hirer

- 3.1 For one-off bookings there must be at least 10 days notice given for a cancellation in writing. If less than 10 working days notice is given then a 25% cancellation fee will apply. Any cancellation with less than 7 working days notice may result in loss of hire charge
- 3.2 Please refer to VAT exemption form for more detailed information on cancellation of a seasonal booking (attached is the copy)
- 3.3 The hirer is strongly advised to purchase insurance to cover cancellation costs where the cancellation results from circumstances beyond your control, for example illness.

4.0 Cancellation by Slough Borough Council

- 4.1 Slough Borough Council reserves the right to close the facility, or prohibit the use of the facility, at its discretion without stating the reason. In which, Slough Borough Council will give as much notice to the hirer as is possible. Where the Council cancels a booking in respect of the above or the following, the Council shall not be liable to pay any compensation in consequence of any such cancellations, but will find the hirer an alternative ground within SBC's properties if available.
- 4.2 The accommodation, grounds or equipment are required for civil purposes.
 - An act of natural disaster, accident or emergency renders the hired premises unavailable.
 - In the event of civil disorder.
 - In the event of unsuitable ground conditions or for any other reason which in the opinion of the Council constitutes a sufficient overriding reason.
- 4.3 If the hirer fails to comply with the Terms and Conditions of hire, the booking will be

automatically cancelled and will not return any monies paid.

- 4.4 Slough Borough Council has a strict policy on extreme groups and will not allow any premises to be used to promote extremist views, the Council will not permit accommodation to be let:
 - To an organisation which is prohibited by law or by an individual who has illegally entered the country
 - For political rallies or demonstrations.
 - For purpose which are illegal and/or likely to incite or cause civil unrest or division within the community.
 - For functions attended by a person(s) whose presence may cause civil unrest or division within the community
 - For any other purpose which the Borough secretary and Solicitor in consultation with the leader of the Council deem may affect the reputation of the Council.
- 4.5 The Council reserves the right to cancel any booking where it considers:
 - Those such events that may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
 - The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Council or harm the reputation of the Council.

5.0 Insurance Required

- 5.1 The hirer agrees to effect third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
 - Accidental bodily injury including death to third parties and further in respect of damage to their property – not less than £5 Million.
 - Accidental damage caused by fire to the premises on hire not less than £1 Million.
 - Accidental damage caused to the premises on hire other than fire £10,000.

6.0 Bond

6.1 Slough Borough Council may require the hirer to lodge a bond against possible extra charges. The amount of the bond will vary depending on the type of event and number of attendees. The bond will be returned to the hirer after the hiring period when all outstanding charges have been satisfied and may be used to offset losses caused by a failure of the said charges being satisfied within a reasonable time. The value of the bond does not represent a maximum of charges that may be made. Interest will not be paid on any bond held.

7.0 Indemnity

7.1 The hirer shall indemnify Slough Borough Council against all proceedings, claims, costs, demands, expenses, actions or liabilities however caused, arising directly or indirectly from the use of the premises apart from claims and actions arising through the negligence of Slough Borough Council, its servants or agents.

8.0 General Matters

- 8.1 Goal Nets The hirer is responsible for a set of goal nets. The hirer will be issued with a locker. The key will be made available on site at the hirer's first home game and from that point on will be the responsibility of the hirer. The nets must be taken down after each game by the hirer and stored away in the locker provided. Nets and locker key will be returned on the hirer's last home match. The hirer will be responsible for nets that have been lost or nets that are in poor condition (unreasonable wear and tear) and will be liable to pay all costs incurred.
- 8.2 Health and Safety The hirer is responsible for providing his/her own first aid kit.
- 8.3 Clearing Away The hirer shall remove all litter left by his/her clubs players and spectators. The hirer shall leave the sports ground and facilities in the same condition as on arrival.
- 8.4 Damage The hirer shall pay the cost of making good any damage directly or indirectly as a result of the hiring or otherwise by the hirer or his/her group or club.
- 8.5 Car Park The hirer must ensure that all cars and other vehicles connected with the hirer or his/her group or club are parked in the car park provided, or in some other place so as not to obstruct any public or private right of way, or be a nuisance or source of annoyance to any person or neighbour. The hirer must not bring cars or other vehicles onto the grassy areas of the sports ground or allow vehicles to be brought there. The hirer is responsible for ensuring access ways and exits are kept clear for emergency vehicles.
- 8.6 Changing Facilities The hirer shall ensure that changing accommodation is left in a clean and tidy state and that washing facilities are not used for removing mud from boots. The hirer shall ensure that lights, taps, showers and other equipment in the changing rooms are turned off and the doors and windows closed and gates to the sports ground closed (where applicable) before leaving. The hirer is also responsible for not letting other teams to use their changing rooms. There is to be no smoking within the changing facilities.
- 8.7 By-Laws The hirer shall observe all relevant and statutory provisions and by-laws, and comply with any reasonable instruction given by the patrol officers or park keepers.

9.0 Interpretation and Reserved Rights

- 9.1 The Council reserves the right to vary the terms and conditions herein and to make such additional terms as it may in its absolute discretion deem necessary. Any questions arising as to the interpretation of the terms and conditions shall be interpreted by any appropriate officer of the Council whose discretion shall be final.
- 9.2 The hirer or the person signing the contract of hirer of Council premises warrants that he/she is over 18 years of age and has read and accepted these terms and conditions.

10.0 Children

- 10.1 Where pitches and facilities are let for the purpose of entertaining children the provision of the Children and Young Persons Act 1933 shall be observed.
- 10.2 Where Clubs are hiring facilities for the purpose of coaching or entertaining under 18's, the booking will only be accepted where clubs can adhere to SBC's 'Child Protection Standards for Clubs using SBC facilities.

PLEASE NOTE: Slough Borough Council reserve the right to change these Terms & Conditions at any point without notice.

ELECTRICAL INSTALLATIONS

The Hirer shall ensure that:

- 1. Wiring installed in accordance with the current edition of Regulations for Electrical Installations issued by the Institute of Electrical Engineers may be used in positions where it is not held inaccessible to interference and is open to view throughout its length.
- 2. Flexible cables or cords are kept as short as is practicable.
- 3. Lamps or lighting installed shall not be placed in such positions as to obscure means of egress or render less conspicuous the notices indicating the exits.
- 4. Electrical equipment is guarded as necessary to prevent accidental contact with live metal or short-circuiting of live terminals etc.
- 5. Electrical apparatus shall be fixed in position with adequate space for operation and maintenance.
- 6. Only one two-way socket outlet adaptor shall be permitted in any one outlet.
- 7. SBC reserves the right to refuse to connect any installation, which does not comply with the Regulations for Electrical Installations, and any further Regulations, which may be imposed.
- 8. SBC reserves the right to enter any room, examine the electrical wiring, luminaries or other accessories, and insist on its removal if it is not appropriate.
- 9. Wiring installed in accordance with the current edition of Regulations for Electrical Installations issued by the Institute of Electrical Engineers may be used in positions where it is not held inaccessible to interference and is open to view throughout its length.
- 10. All electrical appliances such as tape recorders/CD players etc. must have a valid PAT (Portable Appliance Test) label on. If it doesn't, the hirer will not be permitted to use the equipment.



Arbour Park Football Booking Application Form 2017/18 Season

Dear Sir/Madam, can we please request you complete this form:

Customer Name:		
Team/Club Name:		
League Name:		
Adult or Youth Team:		
Address:		
Mobile Telephone Number:		
Home Telephone Number:		
Email address:		
Changing Facilities Required:		
Days Required:		
Kick Off Time Required:		
Exclusion Dates:		
Games Required:		
Approximate Number of Spectator expected at each game		
Stewarding Plan		
Please provid	e details of an additional contact person with whom contact can be made day at short notice with reference to cancellation.	e during the
Additional Customer		
Name:		

Address:	
Mobile	
Telephone	
Number:	
Home	
Telephone	
Number:	
Email address:	

Please state if any persons under the age of 16 will be attending the bookings:

YES / NO

If yes, name of person who is responsible for child protection:

Name:	
Telephone Number:	
Signature:	
Date:	

Please return this form to Facilities Management, 1st Floor East, St Martins Place, 51 Bath Road, Slough, SL1 3UF or by email to pitchbookings@slough.gov.uk
For any queries please do not hesitate to contact us on 01753 875762 or 01753 875401.

Arbour Park Community Stadium Acceptable Footwear



Acceptable Footwear for a 3G Football Pitch



Please make sure your boots are clean before going onto the pitch.

Anyone with Inappropriate / Muddy footwear will be asked to leave the pitch as it damages the playing surface. Thank you.

It is the hirer's responsibility to physically check the footwear of users before going onto the pitch. If a member of staff spots a user with incorrect footwear, they will bring this to the hirer's attention and advise them of the increased risk.

APPENDIX 3: CHARGES AND ROOM CAPACITY



ARBOUR PARK PRICING 2017/18

Pitch Hire Saturday and Sunday Off Peak Monday to Standard Charge Saturday and Sunday Sam to 10pm Saturday and Sunday Sam to 10pm Saturday and Sunday Sam to 10pm E120,00 E90,00 N/A		CHARGE P/Hr Peak Monday to Friday	CHARGE P/Hr	
Saturday and Sunday Friday 3am to 5pm Sam to 10pm	Pitch Hire			Standard Charge
Sam to 10pm				
### Pitch without floodlights				
Half Pitch with floodlights	Full Pitch with floodlights	£120.00	£90.00	N/A
Half Pitich without floodlights £55.00 £45.00 N/A Third of a pitich without floodlights £40.00 £30.00 N/A Third of a pitich without floodlights £40.00 £30.00 N/A Third of a pitich without floodlights £40.00 £30.00 N/A Third of a pitich without floodlights £25.00 £25.00 N/A Third of a pitich without floodlights £35.00 £25.00 N/A Third of a pitich without floodlights £35.00 £25.00 N/A Third of a pitich without floodlights £35.00 £25.00 N/A Third of a pitich without floodlights £35.00 £25.00 N/A Third of a pitich without floodlights £35.00 £25.00 N/A Third of a pitich without floodlights £35.00 N/A Third of a pitich with floodlights £35.00 N/A Third of a pitich wi	Full Pitch without floodlights	£110.00	£85.00	N/A
Trivid of a pitch with floodlights	Half Pitch with floodlights	£60.00	£50.00	N/A
Tind of a pitch without floodlights Full day - full pitch and changing room facility (up to 7 hours) For Cup game this softee includes Fiood Lights, use of Ground Floor Rooms & First Floor Rooms. Including referees room 1 & 2 Auriant day - full pitch and changing room facility (up to 3.5 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms N/A N/A £700.00 Auriant day - full pitch and changing room facility (up to 3.5 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms N/A £700.00 Auriant day - full pitch and changing room facility (up to 3.5 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms N/A £700.00 Auriant day - full pitch Hire Rates FULL DAY RATE HALF DAY RATE HOURLY Bohoois Full Pitch Hire (cup games include utilising upstairs meeting rooms) £500.00 £270.00 £35.00 £35.00 £35.00 £35.00 £35.00 £35.00 £35.00	Half Pitch without floodlights	£55.00	£45.00	N/A
Full day - full pitch and changing room facility (up to 7 hours) For Cup game this shouldness Friod Lightis, use of Ground Floor Rooms & First Floor Rooms. N/A ### AVA #### AVA ##################	Third of a pitch with floodlights	£40.00	£30.00	N/A
price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms. N/A N/A £700.00 Auif day – full pitch and changing room facility (up to 3.5 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms N/A N/A £700.00 N/A N/A £700.00 Auif day – full pitch and changing room facility (up to 3.5 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms N/A N/A £700.00 Auif day – full pitch Hare Rates FULL DAY RATE HALF DAY RATE HOURLY Hourt Schools Full Pitch Hire (cup games include utilising upstairs meeting rooms) £500.00 £270.00 Rate - £60 Hourt £250.00 £135.00 Rate - £35 Agreed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Full Pitch N/A £35.00	Third of a pitch without floodlights	£35.00	£25.00	N/A
School Pitch Hire Rates FULL DAY RATE HALF DAY RATE HOURLY	Full day - full pitch and changing room facility (up to 7 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms. Including referees room 1 & 2	N/A	N/A	£700.00
Hourr Schools Full Pitch Hire (cup games include utilising upstairs meeting rooms) £500.00 £270.00 Rate - £60 Hourr Schools Haif Pitch Hire £250.00 £135.00 Rate - £35	Half day – full pitch and changing room facility (up to 3.5 hours) For Cup game this price includes Flood Lights, use of Ground Floor Rooms & First Floor Rooms	N/A	N/A	£370.00
Schools Full Piltch Hire (cup games include utilising upstairs meeting rooms) £500.00 £270.00 Rate - £60 Houri £250.00 £135.00 Rate - £35 Agreed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Full Pitch N/A £35.00	School Pitch Hire Rates	FULL DAY RATE	HALF DAY RATE	HOURLY
Schools Half Pitch Hire £250.00 £135.00 Rate - £35 Agreed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Full Pitch N/A N/A £35.00	Schools Full Pitch Hire (cup games include utilising upstairs meeting rooms)	£500.00	£270.00	Hourly Rate - £60
Agreed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Full Pitch N/A N/A £35.00 (Greed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Half Pitch N/A N/A £20.00	Schools Half Pitch Hire	£250.00	£135.00	Hourly Rate - £35
Greed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Half Pitch N/A N/A \$20,00	Agreed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Full Pitch	N/A	N/A	€35.00
	Agreed use for St Joseph's (10 hours) and Lynch Hill (10 hours) Half Pitch			

Room Hire	STANDARD SET CHARGES	Community & Voluntary & SBC (C&V) Per Hour	Private & Semi Commercial Hire (P&C) Per Hour- 15% INCREASED based on C&V	Commercial Per Hour (50% INCREASED ON C&V)	Childrens Birthday Party Rate 09.00- 17.00	Number of people area holds - Please use next tab "ARBOUR PARK LAYOUT" to see different setup/capacity
Changing room only (when not hiring with the Pitch)	£25 PER HOUR	N/A	N/A	N/A	N/A	<u> </u>
Medical room	£15 PER HOUR	N/A	N/A	N/A	N/A	
Room 1 Including South Terrace - 1st Fir	N/A	€15.00	£17.25	£30.00		32
Room 2 Including North Terrace - 1st Fir	N/A	£15.00	£17.25	£30.00		32
Additional one off cost for each of the North and South terraces (i.e.) set up tables/chairs etc	£30 (ONE OFF SET COST)	N/A	N/A	N/A	N/A	26
Club Room	N/A	£12.50	€14.40	£25.00	2000	28
Kitchen Ground Floor Next to club room - (If hired with pitch or room)	£10 PER HOUR	N/A	N/A	N/A	N/A	N/A
Kitchen Ground Floor Next to club room (if hiring on its own without Pitch or Room)	£30 PER HOUR	N/A	N/A	N/A	N/A	
Function Space only (Room 1 or 2 cannot be booked at same time)	N/A	£17.50	£20.10	£35.00	N/A	TBC
Whole of first floor (incorporating all first floor accommodation space - Training room 1 & 2 & bar and terraces)	N/A	£47.50	£54.60	£95.00	N/A	150 (Standing)
Parties/ Weddings Rate Function Space Only - ONLY BOOKABLE IF ROOMS 1 8 2 ARE NOT BOOKED. ALSO IF WEDDING OR PARTY GETS BOOKED FIRST, THEN ROOMS 1 8 2 NEED TO BE BLOCKED AS ACCESS CANNOT BE GAINED TO THESE ROOMS BY A DIFFERENT HIRER	£40 PER HOUR	N/A	N/A	N/A	N/A	
Parties/ Weddings Rate for Function Space / Room & 1 & 2 WITH TERRACE	£95 PER HOUR	N/A	N/A	N/A	N/A	
Children's Sports Parties (Includes pitch, club room and community kitchen - refreshments not included)	N/A	N/A	N/A	N/A	£190 for up to 20 people (2 hours)	20 klds

Deposit - The Hirer will also be required to pay a deposit as outlined below for both Pitch hire and Room hire: £50 - £100 - £50 deposit payable £100 - £250 - £100 payable More than £250 - £200 payable

- Key Indicator
 Registered Chartty Rate:
 A Registered Chartty organisation is required to meet a minimum of two categories below to receive the Registered Chartty group rate.
 Organisations that have completed Slough Quality Protects at the minimum of bronze level.
 A non-profit making organisation where profits are dedicated to the community.
 Voluntary organisations accountable to members or users and are primarily governed by volunteers.
 The activity is carried out by volunteers and provides a service to the community.
 The activity commemorates a significant cultural, national or civic event or anniversary.
 Social Enterprise Companies with charitable objectives, who are limited by guarantee and not those who were limited by shares.
 Registered Charity organisations which operate with a constitution.
 Private and Semi commercial thre:
 A semi-commercial organisation is required to meet the first criteria below and one other in this section to receive the semi-commercial rate:
 Small organisations providing services which support Slough Council priorities. These include services and activities which involve:
 Health and Wellbeing
- Safer Communities Economy and Skills The Environment

- □ The Environment
 □ Small limited companies providing a service to the local community.
 □ Small limited companies which meet the Councils priorities.
 □ Classes for which participants pay a charge and where individual people gain financially will be considered in this category.
 □ Hire for private profit (in contrast to fundraising for community benefit).

 Commercial:
 All other customers will be charged at the commercial rate. Examples of organisations that are to be charged at the commercial rate include:
 □ Private companies or large businesses.
 □ An enterprise that is established for trade or business venture purpose.
 □ Activity is solely organised for profit.
 □ Individuals running a business.
 □ Groups pursuing Party Political Governmental or commercial objectives.

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SLOUGH BOROUGH COUNCIL

REPORT TO: Cabinet **DATE:** 16th October 2017

CONTACT OFFICER: Catherine Meek, Head of Democratic Services

(For all enquiries) 01753 875011

WARD(S): All

PORTFOLIO: Leader, Finance and Strategy – Councillor Munawar

PART I NON-KEY DECISION

NOTIFICATION OF DECISIONS

1. Purpose of Report

To seek Cabinet endorsement of the published Notification of Decisions, which has replaced the Executive Forward Plan.

2. Recommendation

The Cabinet is requested to resolve that the Notification of Decisions be endorsed.

3. Slough Joint Wellbeing Strategy Priorities

The Notification of Decisions sets out when key decisions are expected to be taken and a short overview of the matters to be considered. The decisions taken will contribute to all of the following Slough Joint Wellbeing Strategy Priorities:

- 1. Protecting vulnerable children
- 2. Increasing life expectancy by focusing on inequalities
- 3. Improving mental health and wellbeing
- 4. Housing

4. Other Implications

(a) Financial

There are no financial implications.

(b) Human Rights Act and Other Legal Implications

There are no Human Rights Act implications. The Local Authorities (Executive Arrangements) (Meetings and Access to Information)(England) Regulations 2012 require the executive to publish a notice of the key decisions, and those to be taken in private under Part II of the agenda, at least 28 clear days before the decision can be taken. This notice replaced the legal requirement for a 4-month rolling Forward Plan.

5. **Supporting Information**

- 5.1 The Notification of Decisions replaces the Forward Plan. The Notice is updated each month on a rolling basis, and sets out:
 - A short description of matters under consideration and when key decisions are expected to be taken over the following three months;
 - Who is responsible for taking the decisions and how they can be contacted;
 - What relevant reports and background papers are available; and
 - Whether it is likely the report will include exempt information which would need to be considered in private in Part II of the agenda.
- 5.2 The Notice contains matters which the Leader considers will be the subject of a key decision to be taken by the Cabinet, a Committee of the Cabinet, officers, or under joint arrangements in the course of the discharge of an executive function during the period covered by the Plan.
- 5.3 Key Decisions are defined in Article 14 of the Constitution, as an Executive decision which is likely either:
 - to result in the Council incurring expenditure which is, or the making of savings which are, significant, having regard to the Council's budget for the service or function to which the decision relates; or
 - to be significant in terms of its effects on communities living or working in an area comprising two or more wards within the Borough.

The Council has decided that any expenditure or savings of £250,000 or more shall be significant for the purposes of a key decision.

- 5.4 There are provisions for exceptions to the requirement for a key decision to be included in the Notice and these provisions and necessary actions are detailed in paragraphs 15 and 16 of Section 4.2 of the Constitution.
- 5.5 To avoid duplication of paperwork the Member Panel on the Constitution agreed that the Authority's Notification of Decisions would include both key and non key decisions and as such the document would form a comprehensive programme of work for the Cabinet. Key decisions are highlighted in bold.

6. Appendices Attached

'A' - Current Notification of Decisions – published 15th September 2017.

7. <u>Background Papers</u>

None.

NOTIFICATION OF DECISIONS

1 OCTOBER 2017 TO 31 DECEMBER 2017

Date of Publication: 15th September 2017

SLOUGH BOROUGH COUNCIL

NOTIFICATION OF DECISIONS

Slough Borough Council has a decision making process involving an Executive (Cabinet) and a Scrutiny Function.

As part of the process, the Council will publish a Notification of Decisions which sets out the decisions which the Cabinet intends to take over the following 3 months. The Notice includes both Key and non Key decisions. Key decisions are those which are financially significant or have a significant impact on 2 or more Wards in the Town. This Notice supersedes all previous editions.

Whilst the majority of the Cabinet's business at the meetings listed in this document will be open to the public and media organisations to attend, there will inevitably be some business to be considered that contains, for example, confidential, commercially sensitive or personal information.

This is formal notice under The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 that part of the Cabinet meetings listed in this Notice will/may be held in private because the agenda and reports for the meeting will contain exempt information under Part 1 of Schedule 12A to the Local Government (Access to Information) Act 1985 (as amended) and that the public interest in withholding the information outweighs the public interest in disclosing it.

This document provides a summary of the reason why a matter is likely to be considered in private / Part II. The full reasons are listed alongside the report on the Council's website.

If you have any queries, or wish to make any representations in relation to the meeting being held in private for the consideration of the Part II items, please email catherine.meek@slough.gov.uk (no later than 15 calendar days before the meeting date listed).

What will you find in the Notice?

For each decision, the plan will give:

- The subject of the report.
- Who will make the decision.
- The date on which or the period in which the decision will be made.
- Contact details of the officer preparing the report.
- A list of those documents considered in the preparation of the report (if not published elsewhere).
- The likelihood the report would contain confidential or exempt information.

What is a Key Decision?

An executive decision which is likely either:

- To result in the Council Incurring expenditure which is, or the making of savings which are, significant having regard to the Council's budget for the service or function to which the decision relates; or
- To be significant in terms of its effects on communities living or working in an area comprising two or more wards within the borough.

Who will make the Decision?

Decisions set out in this Notice will be taken by the Cabinet, unless otherwise specified. All decisions (unless otherwise stated) included in this Notice will be taken on the basis of a written report and will be published on the Council's website before the meeting.

Councillor Munawar

The members of the Cabinet are as follows:

Urban Renewal

-	Load of the Council I maries a chategy	Councillor Mariawar
•	Health & Social Care (& Deputy Leader)	Councillor Hussain
•	Children, Education & Families	Councillor Bedi
•	Digital Transformation & Customer Care	Councillor Sharif
•	Environment and Leisure	Councillor Bal
•	Housing	Councillor Nazir
•	Regulation and Consumer Protection	Councillor Arvind Dhaliwal
•	Transport and Highways	Councillor Matloob

Where can you find a copy of the Notification of Decisions?

Leader of the Council - Finance & Strategy

The Plan will be updated and republished monthly. A copy can be obtained from Democratic Services at St Martin's Place, 51 Bath Road on weekdays between 9.00 a.m. and 4.45 p.m., from MyCouncil, Landmark Place, High Street, or Tel: (01753) 875120, email: catherine.meek@slough.gov.uk. Copies will be available in the Borough's libraries and a copy will be published on Slough Borough Council's Website.

Councillor Ajaib

How can you have your say on Cabinet reports?

Each Report has a contact officer. If you want to comment or make representations, notify the contact officer before the deadline given.

What about the Papers considered when the decision is made?

Reports relied on to make key decisions will be available before the meeting on the Council's website or are available from Democratic Services.

Can you attend the meeting at which the decision will be taken?

Where decisions are made by the Cabinet, the majority of these will be made in open meetings. Some decisions have to be taken in private, where they are exempt or confidential as detailed in the Local Government Act 1972. You will be able to attend the discussions on all other decisions.

When will the decision come into force?

Implementation of decisions will be delayed for 5 working days after Members are notified of the decisions to allow Members to refer the decisions to the Overview and Scrutiny Committee, unless the decision is urgent, in which case it may be implemented immediately.

What about key decisions taken by officers?

Many of the Council's decisions are taken by officers under delegated authority. Key decisions will be listed with those to be taken by the Cabinet. Key and Significant Decisions taken under delegated authority are reported monthly and published on the Council's website.

Are there exceptions to the above arrangements?

There will be occasions when it will not be possible to include a decision/report in this Notice. If a key decision is not in this Notice but cannot be delayed until the next Notice is published, it can still be taken if:

- The Head of Democratic Services has informed the Chair of the Overview and Scrutiny Committee or relevant Scrutiny Panel in writing, of the proposed decision/action. (In the absence of the above, the Mayor and Deputy Mayor will be consulted);
- Copies of the Notice have been made available to the Public; and at least 5 working days have passed since public notice was given.
- If the decision is too urgent to comply with the above requirement, the agreement of the Chair of the Overview and Scrutiny Committee has been obtained that the decision cannot be reasonably deferred.
- If the decision needs to be taken in the private part of a meeting (Part II) and Notice of this has not been published, the Head of Democratic Services will seek permission from the Chair of Overview & Scrutiny, and publish a Notice setting out how representations can be made in relation to the intention to consider the matter in Part II of the agenda. Urgent Notices are published on the Council's <u>website</u>.

Cabinet - 16th October 2017

Item	Port- folio	Ward	Priority	Contact Officer	Other Committee	Background Documents	New Item	Likely to be Part II
Medium Term Financial Strategy Update To receive an update on the Medium Term Financial Strategy as part of the budget planning process for 2018-19 and beyond.	F&S	All	All	Neil Wilcox, Assistant Director Finance & Audit Tel: 01753 875358	-	None	V	
Wexham Phase 3 and Land Adjacent to Mercian Way Further to the Cabinet decision of 17th July 2017, to consider the granting of options to Slough Urban Renewal (SUR) over Wexham Phase 3 in light of objections to the disposal of the open space and to consider whether The Lodge should remain part of the disposal proposition at Mercian Way.	F&S, UR	Cippenham Green; Wexham Lea	Housing	David Martin, Principal Asset Manager Tel: 01753 875208	-	None		
Slough Basin Update and Stoke Wharf Demolition To update on the land assembly at Slough Basin and the option to Slough Urban Renewal (SUR) plus approval to a demolition budget for the existing building at Stoke Wharf (which will be recoverable from the minimum land value).	UR	Central	All	David Martin, Principal Asset Manager Tel: 01753 875208	-	None	√ ·	

CPO Approval for rear of 5-9 Elliman Avenue, 64-62 Hencroft Street, 26 Carlile Road and 99 Stanhope Road To give Compulsory Purchase Order (CPO) approval for the following properties: Rear of 5-9 Elliman Avenue, 64-62 Hencroft Street, 26 Carlile Road and 99 Stanhope Road.	НО	Baylis and Stoke; Cippenham Green; Langley Kedermister ; Wexham Lea	Housing	Amir Salarkia, Interim Housing Regulation Manager Tel: 01753 875540	-	None	√	Yes, p3 LGA
Arbour Park Community Stadium Agreements To seek approval to enter into an agreement with Slough Town Football Club for use and profit share of Arbour Park Community Stadium and the arrangements of Community Stadium and the arrangements and non-match days.	F&S, E&L	All	All	Charan Dhillon, Head of Facilities Management Tel: 01753 875945	-	None	√ ·	
References from Overview & Scrutiny To consider any recommendations from the Overview & Scrutiny Committee and Scrutiny Panels.	DT	All	All	Shabana Kauser, Senior Democratic Services Officer Tel: 01753 787503	-	None		
Notification of Forthcoming Decisions To endorse the published Notification of Decisions.	F&S	All	All	Catherine Meek, Head of Democratic Services Tel: 01753 875011	-	None		

Cabinet - 20th November 2017

ltem	Port- folio	Ward	Priority	Contact Officer	Other Committee	Background Documents	New Item	Likely to be Part II
Budget Monitoring - Q2 2017-18 To receive an update on the latest revenue and capital position; and to consider any write off requests, virements and any other financial decisions requiring Cabinet approval.	F&S	All	All	Neil Wilcox, Assistant Director Finance & Audit Tel: 01753 875358	-	None		
Performance & Projects Report: Q2 2017- 18 To receive the latest performance pinformation for the period between June to September 2017 including the Council's Balanced Scorecard and Gold Project Supdates.	F&S	All	All	Neil Wilcox, Assistant Director Finance & Audit Tel: 01753 875358	-	None		
Heart of Slough NW Quadrant Update Further to the report to Cabinet on 18th April 2017, to consider an update on the redevelopment of the NW Quadrant site including progress on the preferred route for the private sector delivery partner.	UR	Central	All	Stephen Gibson, Head of Asset Management Tel: 01753 875852	-	None		Yes, p3 LGA
References from Overview & Scrutiny To consider any recommendations from the Overview & Scrutiny Committee and Scrutiny Panels.	DT	All	All	Shabana Kauser, Senior Democratic Services Officer Tel: 01753 787503	-	None		

Notification of Forthcoming Decisions	F&S	All	All	Catherine Meek, Head of	-	None	
To endorse the published Notification of				Democratic Services Tel: 01753 875011			
Decisions.							

Cabinet - 18th December 2017

Item	Port- folio	Ward	Priority	Contact Officer	Other Committee	Background Documents	New Item	Likely to be Part II
Council Taxbases for 2018/19 To present information on the properties in Slough and their categories of occupation for the purpose of determining the council taxbase for the borough for the 2018/19 of inancial year.	F&S	All	All	Neil Wilcox, Assistant Director Finance & Audit Tel: 01753 875358	-	None	~	
References from Overview & Scrutiny To consider any recommendations from the Overview & Scrutiny Committee and Scrutiny Panels.	DT	All	All	Shabana Kauser, Senior Democratic Services Officer Tel: 01753 787503	-	None	V	
Notification of Forthcoming Decisions To endorse the published Notification of Decisions.	F&S	All	All	Catherine Meek, Head of Democratic Services Tel: 01753 875011	-	None	V	

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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