Bath & North East Somerset Council		
MEETING:	Resources, Policy Development and Scrutiny Panel	
MEETING DATE:	30 September 2013	
TITLE:	Review of Council Lettings for Use of Rooms	
WARD:	ALL	

AN OPEN PUBLIC ITEM

List of attachments to this report:

Annex A: Revised Terms & Conditions of Hire.

Annex B: Comparable venues consulted / websites examined.

1 THE ISSUE

1.1 The report outlines the progress made in preparing a revised Corporate Hospitality Strategy for Bath's Historic Buildings to be included in the revised Heritage Services Business Plan 2014-2019.

2 RECOMMENDATION

The Resources PDS Panel is asked to note the report.

3 FINANCIAL IMPLICATIONS

- 3.1 The hire of the Council's historic venues for civic, public, private and corporate events is one of the principal secondary income streams for Heritage Services. In 2012/13 corporate hospitality activities earned £423k in room hire income and a further £188k from functions-related catering commission. The Heritage Services Business Plan 2013-2018 aims to increase these sums to £502k and £250k respectively by the end of 2017/18.
- 3.2 Benchmarking with other major UK visitor attractions demonstrates that Heritage Services consistently performs at or near the level of the top 25% of all leading visitor attractions in the UK for income generated from corporate hospitality.
- 3.3 The Business Plan also identifies five areas of activity requiring particular attention to counter the effects of the economic downturn. Two of these improving turnover and reducing costs at the Assembly Rooms, and further developing income from corporate hospitality and functions are pertinent to the Corporate Hospitality Strategy and dependent upon its implementation to achieve the levels of income required by the Business Plan by 2017/18.

4 THE REPORT

- 4.1 Heritage Services manages the Council's historic venues under a Room Hire Policy that sets out the criteria for suitable events to take place in the venues and a sales strategy for achieving the optimum income from them on a sustainable basis. The policy was last revised and updated in 2005 and adopted by the then Executive Member for Tourism Leisure & Culture.
- 4.2 Responsibility for the management of the Guildhall Banqueting Room transferred to Property Services in 2008, although Heritage Services still provides a professional sales and marketing service for it and includes it in its printed and web-based promotional material.
- 4.3 The Corporate Hospitality Strategy seeks to further integrate room hire and functions-based catering and is being developed in partnership with Searcys, the Heritage Services caterers. It will set both the policy framework within which the room hire and catering teams will operate, as well as the marketing plan aimed at maximising business in order to achieve the income required by the Business Plan 2013-2018.
- 4.4 The Mission Statement of the Corporate Hospitality Team is: "To maximise income from the commercial hire of the Pump Room, Roman Baths, Assembly Rooms, Guildhall and Victoria Art Gallery in ways that are appropriate to their historic nature, complementary to their use as visitor attractions, and which exceed customer expectations."
- 4.5 **Criteria for the hire of rooms:** 'appropriate activities' are broadly defined as the kinds of activity for which the buildings were originally intended, ie for the purposes of assembly, entertainment and hospitality. These include:
 - <u>Assembly</u>: meetings, seminars, conferences, company AGMs, trade fairs, product launches and award ceremonies;

- <u>Entertainment</u>: concerts, recitals, festivals, dances, exhibitions and fashion shows;
- Hospitality: parties, weddings and receptions, dinner-dances, banquets and drinks receptions.
- 4.6 Inappropriate activities are considered those which might damage the fabric or contents of the building, bring the Council or the Service into disrepute, involve excessive quantities of alcohol, cause a nuisance to the building's neighbours or incite racial hatred or civil unrest. The Service does not accept stag nights, hen parties or birthday parties for young adults because these are high risk events. Events that require extensive construction work or large structures may be considered unsuitable for the venues.
- 4.7 Legal and moral restrictions in keeping with the Council's overall ethos and adopted policies will be imposed.
- 4.8 The distinction as to whether an event is appropriate or inappropriate can be marginal. Following public concerns in 2012 over a proposed conference at the Assembly Rooms, measures have been put in place to deal with similar situations in the future. In particular:
 - (1) The Terms & Conditions of Hire have been strengthened and the bookings procedure tightened to ensure that all prospective hirers are fully open and transparent about the nature and content of their proposed event; the revised Terms & Conditions are attached at Annex A;
 - (2) All enquiries will now be the subject of a risk assessment to discover at an early stage whether the hirer or the event has the potential for controversy, inappropriate or offensive activity or loss of reputation to the Council. If the risk assessment indicates that the event is likely to be controversial and the enquirer cannot provide suitable assurances, the matter will be referred to the Head of Service and, if necessary, the booking will be refused. This is to protect the Sales Team officers from being accused by the enquirer of prejudicial treatment and of acting alone. In particularly sensitive cases the matter will be brought to the attention of the Cabinet Member for Sustainable Development for discussion.
- 4.9 In revising the Terms & Conditions of Hire and determining the best way to assess the suitability of a proposed event, the Head of Service consulted widely with other similar historic venues, principally through the peer group of the Association of Leading Visitor Attractions. This research found no other governing body that has drawn up a Corporate Hospitality Strategy Policy for its venue(s).
- 4.10 Many venues have Terms & Conditions of Hire that are very comprehensive and, in some cases, these contain clauses that could be viewed as 'ethical' on subjects such as gambling, the presence of animals and child protection.
- 4.11 No venues were identified that impose restrictions on events in their marketing material or on their websites. All those consulted avoid deterring prospective hirers until they have at least had a conversation with them to discuss their event. Invariably the suitability of events is assessed on a case-by-case basis.

- 4.12 A list of the venues and organisations consulted is attached as Annex B.
- 4.13 Concessions: the current policy on concessions is that there is no such thing as a 'free let' and that Heritage Services is not required to subsidise events or meetings arranged or hosted by other Council Services or outside individuals or organisations. This policy is still valid and will be maintained and will also be applied by Property Services with regards to the Guildhall. Outside hirers may be supported corporately or by other Council Services, which are therefore best placed to bear the cost of any concession offered. As previously, personal approaches made to senior officers or elected Members will carry no weight in securing concessions for outside hirers.
- 4.14 There is a presumption against discounting, although for commercial reasons delegated authority to officers to discount rates will continue to be necessary. Any discounts made will continue to be documented with the reasons for the discount given.
- 4.15 Marketing Strategy: this will concentrate on two areas of activity:
 - consumer marketing: attracting civil ceremonies and wedding receptions;
 other opportunities for private hire include anniversaries, birthday parties and retirement celebrations;
 - business-to-business marketing: the most important sectors in this area are corporate dinners and conferences for 80 to 300 people, though up to 500 people can be accommodated for a conference. The buildings are also marketed for product launches, award ceremonies, receptions, presentations and exhibitions. Although well used as such, the rooms are not heavily promoted as concert venues because of the limited return and lack of catering requirements.
- 4.16 Marketing tools will include targeted advertising both in print and online, the dedicated bathvenues.co.uk website, telephoning of warm and cold leads, familiarisation visits, social media and special promotions.
- 4.17 When completed, the Corporate Hospitality Strategy 2013-2018 will be discussed with the Cabinet Member for Sustainable Development and appropriate colleagues. It will be incorporated into the <u>Heritage Services</u> Business Plan 2014-2019 when it goes to Cabinet for decision in early 2014.

5 RISK MANAGEMENT

5.1 A risk assessment related to the issue and recommendations has been undertaken, in compliance with the Council's decision-making risk management guidance.

6 EQUALITIES

6.1 An Equality Impact Assessment for the Room Hire activities has been completed.

7 CONSULTATION

7.1 Cabinet Member; Policy Development and Scrutiny Panel; Staff; Service Users; Section 151 Finance Officer; Monitoring Officer.

7.2 Consultation is carried out with users on an ongoing basis. Consultation with colleagues has been carried out in person, by telephone or by email.

8 ISSUES TO CONSIDER IN REACHING THE DECISION

8.1 Customer Focus; Sustainability; Property; Corporate; Health & Safety; Other Legal Considerations.

9 ADVICE SOUGHT

9.1 The Council's Monitoring Officer (Divisional Director, Legal and Democratic Services) and Section 151 Officer (Divisional Director, Finance) have had the opportunity to input to this report and have cleared it for publication.

Contact person	Stephen Bird, Head of Heritage Services ext. 7750	
Background papers	Heritage Services Business Plan 2013-2018 Heritage Services Room Hire Policy 2005	
Please contact the report author if you need to access this report in an alternative format		

Hire of Bath's Historic Buildings Terms and Conditions

1. **DEFINITIONS**

In these conditions of hire:-

- 1.1 The 'Council' means the Heritage Services and Property Services Divisions of Bath & North East Somerset Council acting as Bath's Historic Buildings.
- 1.2 The 'Hirer' means the person signing the Hire Agreement (the 'Contract'). Where an organisation is named in the Contract, that organisation shall also be considered the hirer and shall be jointly and severally liable with the person who signed the Contract.
- 1.3 The 'Contract' means the Hire Agreement and Bath's Historic Buildings' Terms & Conditions and also any other relevant correspondence passing between the parties and their agents.
- 1.4 The 'Premises' means those parts of the Building(s) used for the purpose of the Event and referred to in the Contract and other correspondence. The Premises also includes those areas that might reasonably be used by the Hirer or their guests during the Event including entranceways, toilets, lifts and stairways.
- 1.5 The 'Building' means the entire interior and exterior of the specific property containing the Premises as described above in 1.4.
- 1.6 The 'Period of Hire' means the dates and times for hire referred to in the Contract and other correspondence. This may also be referred to as the 'Hire' or the 'Event'.
- 1.7 The 'Authorised Officer' means the Heritage Services Corporate Hospitality Manager of the Council or any person or persons nominated by him. This will include, but shall not be limited to, members of Bath's Historic Buildings team and the Event Officer appointed to oversee a specific event.
- 1.8 The masculine shall include the feminine and the singular shall include the plural.

2. APPLICATIONS TO HIRE

- 2.1 All Hires are subject to the approval of the Authorised Officer to ensure that they conform to the policies and practices of the Council. Applications which will not be approved include those that, in the reasonable opinion of the Council, are likely to promote or incite racial or religious hatred, civil unrest or cause offence.
- 2.2 No application should be considered as approved until written confirmation has been received from the Authorised Officer. E-mail is deemed to be an acceptable form of communication.
- 2.3 Hires are made to the individual making the application ("the Hirer") and are non-transferable. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application. Where an application is made by an agent on behalf of a client, the identity of that client and the nature of the event must be revealed before the application is considered.
- 2.4 The purpose of the Hire and also the subject matter must be clearly stated at the time of making the application. The Hirer must honestly declare and fully represent the purpose for hiring the Premises. Any actual or apparent misrepresentation, material omission or misstatement may result in immediate written termination of the Event by the Council. An additional fee, at the sole discretion of the Council, may be levied to cover the reasonable costs incurred by the Council resulting from such termination.
- 2.5 Applications for corporate hire will only be accepted from *bona fide* organisations.
- 2.6 Applications for 18th or 21st birthday parties are generally refused at the complete discretion of the Council.

3. GENERAL CONDITIONS

- 3.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
- 3.2 The Hirer shall not use the Premises, or permit the Premises to be used, for any purpose other than for the purpose or purposes specified at the time of booking and in the Contract.
- 3.3 The Hirer must not use the Premises, or any part of thereof, for any illegal purpose or in any manner that may, in the Council's reasonable opinion, cause loss, damage, injury or legal nuisance to the Council or any other owner/ occupier of any neighbouring property or which may cause prejudice to the Council.
- 3.4 The Hirer must not use the Premises for purposes whose nature or content could bring the name and reputation of the Council or its venues into disrepute.
- 3.5 The Hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises at the end of the Period of Hire.
- 3.6 The Council will provide for the normal heating and normal lighting of the premises but shall not be responsible for any failure, defect, damage or loss resulting from any failure unless due solely to negligence by the Council or their servants/ agents.
- 3.7 No nail or fixing of any kind shall be driven into, or applied to, any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.
- 3.8 No adhesive tape or material may be used to secure loose cables to the floor. Cable matting must be used in all cases.
- 3.9 No alteration or additions to the fixtures, fittings, decorations or equipment at the Building shall be carried out without the prior written consent of the Authorised Officer. Such consent may provide pre-conditions and instructions.
- 3.10 The Hirer is responsible for the conduct of his staff, agents, colleagues, contractors, subcontractors and guests throughout the Period of Hire.
- 3.11 The Hirer, their agents, guests or contractors who arrive under the influence of alcohol or drugs will be refused entry. The Authorised Officer, other officers of the Council or their authorised contractors on duty during the Period of Hire can refuse the right of entry at any time.
- 3.12 Anyone considered to be excessively under the influence of alcohol will not be served. The Authorised Officer may require guests to vacate the Premises during the Event if behaviour is considered by the Authorised Officer, or their authorised contractors, to be unacceptable. Reasonable force as appropriate may be used.
- 3.13 The Council will be responsible for the employment of any security or door staff required to ensure the safety of an Event and the cost for these will be included in the Hirer's final invoice. Depending on the nature of the Event additional security staff may be required at short notice. The number of security staff required will be at the reasonable discretion of the Council and the Hirer will be notified in advance of any additional costs.
- 3.14 No animal, other than an assistance animal, may be brought into the Building without the prior consent of the Authorised Officer.
- 3.15 With the exception of performances and meetings, catering is required for all events. See section 12.1 regarding the responsibility for catering at the Pump Room and Assembly Rooms
- 3.16 The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.
- 3.17 The latest finishing time for an Event will be 0100hrs. Any bar facilities will close ½ hour before the end of the Event. Guests will be expected to vacate the building at the finishing time.
- 3.18 Ice sculptures, helium balloons, silly string, dry ice/ smoke machines, foam and bubbles or arcade-style rides etc are not permitted within the Premises.
- 3.19 Confetti may be thrown outside the Building only.
- 3.20 The Hirer, his servants, guests, contractors and employees shall comply with all reasonable requests of the Authorised Officer during the Period of Hire and during such other times as any of them shall be in the Premises.
- 3.21 Where significant changes are required to agreed room layouts after rooms have been prepared for an Event, a surcharge of 10% (with a minimum of £100) of the relevant room fee may be applied to the Booking to cover additional costs incurred.

4. PAYMENTS AND CANCELLATION

- 4.1 A deposit of 25% of the total anticipated room hire charge is required to confirm an Event. All such deposits paid are non-refundable.
- 4.2 Full payment is due at least 14 days prior to the Period of Hire for all events.
- 4.3 Cancellation terms

61 days or more prior to the	25% deposit retained
commencement of the Period of Hire	
29-60 days prior to the Period of Hire	50% of the total room hire fee
28 days or fewer prior to the Hire Period	100% of the total room hire fee

- 4.4 Any cancellation by the Hirer is deemed to be effective once notice is received in writing by Bath's Historic Buildings.
- 4.5 The Hirer shall be responsible for the payment of all fees such as Performing Rights Society (PRS) where such costs are attributable to the Period of Hire. The Hirer will also indemnify the Council for any claims arising out of non-payment of such fees.

5. TERMINATION

- 5.1 The Council may, at its discretion, terminate the Hire forthwith if the Hirer is found to be in breach of any of these conditions.
- 5.2 The Council may terminate a Hire by notice in writing, without prejudice to any other rights or remedies the Council may have, if the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets.

6. INSURANCE & INDEMNITY

- 6.1 The Hirer must arrange for public liability cover to a minimum value of £5,000,000 for the duration of the Period of Hire. This must also include cover for 3rd party property damage caused through the actions of the Hirer, his servants or guests during the Period of Hire. Failure to submit proof of such insurance prior to the Period of Hire may, at the sole discretion of the Council, result in the termination of the Hire. In such circumstances the Hirer will remain fully liable for the fees payable in respect of the Hire. The Council will not be responsible for any costs or losses which are incurred by the Hirer as a result of such termination.
- The Hirer shall be liable for, and, will indemnify the Council against, all actions including proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against the Council in respect of any loss, property damage or personal injury arising from nealigence by the hirer or his servants/ quests.
- 6.3 Unless due to the negligence of the Council, the Hirer will indemnify the Council in respect of any damage, theft or loss of any property, goods, or articles brought into or left in the building by reason of the Hire.
- 6.4 The Council shall not be liable for any loss due to industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause any part of the Premises to be temporarily closed or inaccessible or the Period of Hire to be interrupted or cancelled.
- 6.5 The Council shall not be responsible for any loss or damage howsoever caused, to the Hirer's property or the property of any of the Hirer's guests, audience members, participants or contractors. It is understood that all property used or stored in the Building by the Hirer shall be so used or stored at the Hirer's own risk.

7. DAMAGE

- 7.1 The Hirer shall take good care of and, shall not cause any damage or permit any damage to be done to, the Premises or any other part of the Building.
- 7.2 The Hirer shall take good care of and, shall not cause or permit any damage to be done, to any fixtures, fittings, furniture and equipment in any part of the Building during the Period of Hire.

- 7.3 Any damage that is caused or permitted by the hirer, his servants, agents, contractors or any other person resorting to the Premises by reason of the Hire shall be made good by the Council and will be charged to the hirer. The cost of any damage shall be certified by the Authorised Officer whose decision shall be final.
- 7.4 Any unreasonable or unforeseen cleaning, including but not limited to vomit and broken glass, will be recharged to the Hirer. The cost of any such cleaning shall be certified by the Authorised Officer whose decision shall be final.

8. HEALTH & SAFETY

- 8.1 The Hirer will not exceed the maximum capacity of the Premises as advised by the Authorised Officer and published on the website www.bathvenues.co.uk.
- 8.2 The Hirer will ensure that all fire exits from the Premises shall be kept unobstructed and immediately available for exit during the whole time the Premises is in use and until the Premises are cleared by the Hirer, his servants/ guests.
- 8.3 With the exception of candles, the Hirer shall not permit the use of any naked lights within the Premises. All candles must be of the non-drip variety and must be placed in heat-proof containers with drip trays and must not be positioned near other combustible materials. The position of candles is restricted to certain positions in each room, the details of which are available upon request. The Authorised Officer, or any authorised contractor may at any time insist candles are removed or extinguished if it is determined they present an unacceptable risk.
- 8.4 No weapons, explosives, inflammable material, fireworks or other pyrotechnics are permitted in any part of the Building.
- Any electrical appliance or lighting brought in to Building for use during the Period of Hire period must have a visible current Portable Appliance Test (PAT) certificate.
- 8.6 No alterations to the electrical distribution or other infrastructure in the Building will be permitted.
- 8.7 The Hirer undertakes to ensure that any children less than 18 years of age attending the Event or using the Premises are properly supervised at all times by a designated guardian. If children arrive at the Building without proper supervision, the Authorised Officer (or their contracted agents) reserves the right to refuse them access. If the Authorised Officer believes any child could objectively be regarded as not being properly supervised, staff may require them and their guardian to leave the Building using reasonable force as appropriate.
- The Authorised Officer shall be permitted to immediately terminate the Hire if he determines that the safety of the Building or people within it are at risk due to the Hirer failing to comply with any of the terms above relating to Health and Safety. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence.
- 8.9 Before the Period of Hire, the Hirer must provide in writing any relevant risk assessments, method statements and/or safe systems of work as required by the Authorised Officer for any activities or procedures to be undertaken by the Hirer or his contractors to enable the Event.

9.0 COMPLIANCE

- 9.1 The Hirer must ensure that the Hire does not contravene UK or EU legislation.
- 9.2 The Hirer must ensure that the Hire complies with all statutory requirements in respect of Environmental Health and Health & Safety legislation.
- 9.3 The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any relevant Act of Parliament, statutory instrument, licence or regulations under which the Premises may be used.
- 9.4 The Hirer shall not allow any activity that may cause any such statute, regulation or licence to be infringed, suspended, forfeited or jeopardise future renewal or transfer.
- 9.5 The Hirer shall comply with the Council's Equalities Policy, and ensure nothing is done at or in respect of the Building during the Period of Hire which would give serious offence to other people/ organisations by discriminating, denigrating or caricaturing them on the grounds of gender, race, disability, religion, sexual orientation or other such grounds.

10. MARKETING & PROMOTION

- 10.1 The Hirer shall not permit, encourage or arrange for flyposting or other illegal advertising.
- 10.2 No promotional material shall be posted on or in any property belonging to the Council except with prior consent.
- 10.3 Use of the Council's branding, logos and photographs is only permitted with prior consent.
- 10.4 Any press or media attendance or involvement must be clearly communicated in writing to the Authorised Officer in advance and will be subject to approval by the Council's Communications and Marketing Manager.

11. PERSONAL DATA

- 11.1 The Council will only use the personal information provided to it by the Hirer to provide the Services, or to inform the Hirer about similar services which the Council provides, unless the Hirer informs the Council in writing that the Hirer does not want to receive this information.
- 11.2 The Hirer acknowledges and agrees that the Council may pass the Hirer's details to credit reference agencies.

12. VENUE SPECIFIC CONDITIONS

- 12.1 All catering at the Pump Room and Assembly Rooms is the sole responsibility of the Council's appointed Caterer. No outside body or organisation will be permitted to cater on the Premises or to supply food or refreshments without the permission of the Authorised Officer and also the General Manager of the Caterer.
- 12.2 Access to the Roman Baths by the Hirer and his servants for preparation shall not be possible until 1815hrs on the day of the Hire. Access to the Pump Room by the Hirer and his servants for preparation shall not be possible until 1830hrs on the day of the Hire.
- 12.3 The Hirer will ensure that no interference is caused to daytime visitors to the Roman Baths or Fashion Museum or to other users of the Building.
- 12.4 Because of limited space and preparation time available, chair covers may not be used within the Pump Room Building. Where these are used at the Assembly Rooms or Guildhall, the Hirer must ensure that they are removed from the Building immediately at the end of the Period of Hire. A surcharge may be applied where a Hirer or their contractor fails to remove these.
- 12.5 At the Victoria Art Gallery only clear drinks are permitted in the Upper Gallery.

13. VARIATION

13.1 The parties may agree between themselves, in writing, to vary the terms of the Contract in whole or in part throughout the duration of the agreement.

BATH & NORTH EAST SOMERSET Updated by Bath & North East Somerset Council's Heritage Services April 2013

Comparable venues consulted / websites examined

Comparable local authority venues:

Brighton Royal Pavilion (Brighton & Hove Council)

Brighton Museum and Art Gallery (Brighton & Hove Council)

Bristol City Museum & Art Gallery (Bristol City Council)

Cardiff Castle (Cardiff Council)

Cheltenham Art Gallery & Museum (Cheltenham Borough Council)

Cheltenham Town Hall (Cheltenham Borough Council)

Pittville Pump Room, Cheltenham (Cheltenham Borough Council)

Edinburgh Assembly Rooms (Edinburgh City Council)

Leamington Spa Royal Pump Rooms (Warwick District Council)

Norwich Castle Museum (Norfolk County Council) Shugborough Hall (Staffordshire County Council)

Winchester Guildhall (Winchester City Council)

Other museums / groups of museums:

Ashmolean Museum, Oxford

Birmingham Museums

British Museum

Colchester Castle Museum

Glasgow Museums Liverpool Museums MShed, Bristol Museum of London National Gallery

National Museum of Wales National Museum of Scotland

National Portrait Gallery Natural History Museum

Science Museum SS Great Britain Tate Britain Tate Modern

Victoria & Albert Museum

Other venues / governing bodies:

Barbican Centre Bishopwood House Blenheim Palace Canterbury Cathedral Commonwealth Club

Eden Project
English Heritage
Hurlingham Club
Inner Temple
Kew Gardens
London Zoo

Manor by the Lake National Trust

Newcastle Assembly Rooms Norwich Assembly House

St Paul's Cathedral Stanton Manor Vintners Hall

Westminster Abbey York Assembly Rooms