WELLINGTON TOWN COUNCIL

Agenda Item: 3

Minutes of a meeting of the Wellington Town Centre Committee held at the United Reformed Church Hall, Fore Street, Wellington TA21 8AG on Tuesday 19th September 2023 at 6.00pm

Present: Councillors: C. Govier (Chair), M. Barr, C. Booth, M. Lithgow, K Wheatley Non-Councillors: S. Pringle-Kosikowsky

> In Attendance: Annette Kirk – Assets & Events Officer Councillor J. Thorne (non-member) One member of the press

236 APOLOGIES

Apologies had been received from Councillor J Lloyd and non-councillors Z Old, M. Vincent. S. Davis.

237 DECLARATIONS OF INTEREST

No declarations of interest.

238 MINUTES

<u>RESOLVED</u> to approve and sign the minutes of the Town Centre Committee meeting held on 11th July and the Extra-Ordinary Meeting on 23rd August 2023.

239 QUESTIONS AND COMMENTS FROM MEMBERS OF THE PUBLIC

No members of the public were in attendance.

240 TOWN CENTRE ENGAGEMENT

The Committee discussed the idea of a digital notice board. The Committee asked that the Assets & Events Officer bring back to the next meeting quotations for a digital notice board with suitable locations. S Pringle-Kosikowsky said digital notice board would be an efficient way of getting notices/messages out to the public, as well as promoting Town Council events.

Other ideas would be bought to the Town Council Vision meeting.

241 POP UP SHOP

The Committee were provided with an update report prior to the meeting on the repairs and maintenance. The Deputy Clerk and Cllr K Wheatley to meet with the Landlords in October to further review the progress made.

Councillor M Barr asked that by the next committee meeting confirmation would be given to what further work i.e., painting and carpeting would be carried out in January 2024.

<u>RESOLVED</u> to recommend to Full Council to approve the Mayor having use of the Pop-Up Shop for two weeks in January for Mayor's Fund Raising. The Mayor to cover the cost of electric.

242 EVENTS 2023/2024/2025

 a. CHRISTMAS MARKET & LIGHTS SWITCH ON – 25th November 2023 <u>RESOLVED</u> to approve on block the quotations received from Fuse Performance Ltd £1160.00, Steve Hawker £650.00 and Bridgwater Guy Fawkes Carnival Ltd £1100.00. Bay Media Lamp Post Banners - £1225.00. Pro Sound and Light Stage Hire £900.00. Carly Press £100.00.

b. TOWN COUNCIL 50TH ANNIVERSARY

To consider arrangements to mark the 50th anniversary of the formation of the Town Council in April 2024:

<u>RESOLVED</u> to recommend to full council to approve the following arrangements to mark the 50th anniversary of the Town Council in April 2024:

- To convert 15 VHS tapes to digital files at £10.00 per tape. These tapes include a range of films of civic events recorded by the late former councillor Terry Milton. Councillor K. Wheatley said he would come back to the next Town Centre Committee meeting with a cost to put the tapes together to make a film, that could be shown at the film festival in 2024.
- To Hire of Pop-up Shop for week in April to work alongside Wellington Museum who will display a range of items and papers from the past 50 years, as well as pieces relating to the Urban District Council. To create displays giving information on: "How to become a Councillor". "What do Councillors Do". To consider inviting former Councillors to occupy the shop and speak about their experiences on the Council.
- To hold a Civic Service in April 2024 at St. Johns Church to invite Councillors who have served during the 50 years of the Town Council. The Councillors to be recognised during the event. Reception to be held in Church Hall after the service.

At this Juncture Councillor K. Wheatley and S. Pringle-Kosikowsky left the meeting

c. 300th ANNIVERSARY OF DANIEL DEFOE VISITING THE TOWN

In 1724 Daniel Defoe visited Wellington as part of his tour of Great Britain. Councillor Thorne was invited to speak. The Committee considered a number of suggestions, which included:

- A blue plaque which will serve as a historical marker to be installed in the town centre to commemorate the link between Wellington and Daniel Defoe.
- To ask if the Film Festival could show "Robinson Crusoe" film at the April 2024 festival.
- Engagement with the Schools How will they mark 300th anniversary?

At this juncture Councillor M. Lithgow left the meeting. The Committee was now inquorate, therefore Agenda items 7c, 7d and 8 will be deferred to the next Town Centre Committee meeting to be held 14th November 2023.

The meeting ended at 6.55pm

Councillor C Govier Chair

Wellington Town Council Pop Up Shop Update

For Town Centre Committee November 2023

Repairs & Maintenance Update

The Deputy Clerk and Councillor Wheatley met with the landlords in October to review the works carried out so far. Hirers have already mentioned what an improvement there is to the environment of the toilet and corridor. The landlords continue to find a solution for the floor in the back room.

Councillor Wheatley will be meeting a heating engineer to gather their opinions on removing the large air conditioning unit which sits overhead. Costings may be presented to December Full Council for sign off so the work can be booked in during the last 2 weeks in January.

The last two weeks in January are blocked out to allow decorating to take place. Councillor Wheatly plans to speak to C&C carpets about replacing what is there currently.

Key Handovers

At present, only two Councillors are on the rota for helping with handovers. As there are very few problems with hirers when collecting the key, a new system is proposed;

- An extra set of keys are cut,
- Incoming hirers pick up the keys from the Office on a Friday afternoon and sign an agreement for usage (attached)
- Outgoing hirers drop the keys back to the office either on Sunday (through the letterbox) or in person on Monday morning. Loss of the keys etc. to be covered in the agreement and will result in a charge being deducted from the deposit.
- Currently, the Admin Assistant visits the shop on a Monday to read the electric meter and take photos for social media. She has confirmed that she is happy to conduct an inspection or receive any reports of mess left over etc. (very rare).

Review of Documents & Tariffs

The Committee should undertake a review of the hire tariffs, documents and procedures.

The current hire tariffs are as follows:

- £100 deposit on all bookings
- Charitable/not for profit bookings; Free (see also booking policy)
- £150 per week for all other bookings
- £500 for a block of 4 weeks
- Electricity re-charged as per the Council's contract based on meter readings and deducted from the deposit.

The following documents are attached for adoption:

- Booking Application Form (no changes suggested)
- Handbook/T&Cs (changes detailed)
- Key Form & Agreement (new document)



WELLINGTON TOWN COUNCIL

28 Fore Street, Wellington, Somerset TA21 8AQ Tel: 01823 662855 Email: <u>info@wellingtontowncouncil.co.uk</u>

POP-UP SHOP 31 Fore Street Wellington TA21 8AG

APPLICATION FORM



Please complete the form as appropriate in BLOCK CAPITALS and return to Wellington Town Council Office

Contact Name			
Organisation Name:			
Give a brief description of your			
business/organisation/body and			
purpose of hiring the Pop-Up			
Shop			
This is required to enable WTC to select			
the correct tariff.			
Charity Name (if appropriate)			
Charity Number (if appropriate)			
Address			
Contact Telephone Number			
Email Address			
Invoice address			
(if different from above)			
Public Liability Cover (Minimum of			
£5million, a copy must be provided)			
PAT Test Certificate			
(Portable Appliance Test)			
Please list electrical items to be			
used			
	Hire Peric	d	
(bookings are Monday – Saturday a	nd for periods	of one week, two weeks	or one month)
Hire From:	Day:	Month:	Year:
То:	Day:	Month:	Year:
Contact Name & Telephone			
Number of the Supervisor or			
Manager contactable during the			
hire of the shop			

Tariff Details			
	WEEKLY	4-WEEKLY	
Tariff 1 – Registered Charities or non-profit Organisations. Promoting awareness and engagement.	Utilities	Utilities	
Tariff 2 – All other enterprises	£150.00 + Utilities	£500.00 + Utilities	
Deposit	£100.00 The cost of Utilities during the hire will be deducted from the deposit at the end of your time in the shop.		

Any further comments to support your application:

Signed	
Print	
Date	

NOTES:

- Submitting a completed booking form and supplying a copy of your public liability insurance certificate and other documents, does not give automatic permission for your promotional event to go ahead.
- The information provided will be considered and a decision will be made within 10 working days.
- An invoice will be forwarded to you payment to be made by return by BACs Transfer (see account information as detailed on invoice) or by cheque, payable to: "Wellington Town Council"
- Wellington Town Council will only use the information provided on this form for the intended purpose of administration relating to the Po-Up Shop. The Council's Privacy Notice sets out how Wellington Town Council processes your personal data. It can be viewed online at www.wellingtontowncouncil.co.uk. A paper copy is available upon request.
- Please contact the Town Council office if you need any further information:

Telephone number: 01823 662855

Email: info@wellingtontowncouncil.co.uk

WELLINGTON TOWN COUNCIL



Wellington Pop Up Shop 31 Fore Street, Wellington, TA21 8AG

Licensee Handbook



Contacts:	Wellington Town Council Office: 01823 662855
	(Monday to Friday: 9am – 12noon<u>2pm</u>)
	28 Fore Street, Wellington, TA21 8AQ
	Email: info@wellingtontowncouncil.co.uk
Emergency:	Mark Lithgow: 07742 650665

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1. Introduction

- This handbook is provided to the Pop-up Shop licensee by Wellington Town Council (hereafter referred to as WTC in this handbook).
- This handbook is a living document and will be changed as required as WTC gains experience in operating the pop-up shop.
- Any changes to this handbook will only have effect when they are included in the latest electronic version of the handbook (as held by WTC Staff).
- Hand written annotations to printed copies of the handbook are not acceptable and have no effect.
- This handbook describes the facilities provided by the pop-up shop including:
 o Terms and conditions
 - How the facilities of the shop should be used;
 - Procedures
 - Operating instructions
- It should be read in conjunction with the conditions in the licence granted by Wellington Town Council to people wishing to rent the shop
- Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from Wellington Town Council Office.

2. Contact Details

- Wellington Town Council 28 Fore Street, Wellington, TA21 8AQ Email: info@wellingtontowncouncil.co.uk Tel: 01823 662855
- Emergency contacts Mark Lithgow: 07742 650665

3. Booking the Shop

Booking policy

- There will be a limit of one 'free' / charitable booking per calendar month at a period for one week only. This may be averaged out over the year at the discretion of Council Officers.
- <u>Any organisation who is entitled to a 'free' booking shall be limited to one per</u> calendar year. Other bookings will be accepted as requested but will be charged for at the usual rates.
- The item<u>s</u> above may be waived at short notice if there are no bookings from occupants paying full rental price. This will be reviewed by Staff; the word of the Town Clerk will be final.
- Bookings are not confirmed until the invoiced deposit has been received and cleared.
- Bookings for the 6 weeks preceding Christmas will operate on an application system with allocations made as fairly as possible;
 - Applications to be submitted before 31st August each year
 - Each application will be numbered as received
 - Where possible, bookings to be allocated by Council Officers, or
 - Depending on number of applications, weeks to be allocated at random by drawing numbers which are then matched to the application
 - Deposits to be paid within two weeks of allocation to secure bookings
 - Bookings to be limited to two weeks during this period unless applications allow otherwise.

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Length of Bookings

- Bookings are from Monday to Saturday and can be made for periods of;
 - One week
 - o Two weeks
 - o One month (30 days)Four weeks
 - Bookings for longer periods to be discussed with WTC.
- Sunday is a hand-over day. Timings when leaving and arriving to be arranged with WTC.Sunday will be allocated as a 'hand over' day to allow outgoing users to clear away and incoming hirers time to set up ready for opening on Monday.

Keys and Handover Process

- Incoming hirers will collect the keys from the Town Council Office on the Friday
 morning before the start of their booking (other times by arrangement with
 Council Officers)
- Upon collection, an agreement will be singed confirming the following:
 - Users must not enter the shop until 10.30am on the Sunday preceding the booking.
 - Any current user must not be disturbed or directly contacted to make and changes to the arrangements as set out.
 - All rubbish, furniture and other goods must be removed from the shop before 10am on the Sunday at the end of the booking.
 - Keys must be returned to the Council Office before the close of business on the Monday after the booking has finished.
 - Loss of the keys will result in a £30 charge being deducted from the hirer's deposit.
 - Any other breach in these conditions will result in a deduction from the deposit at the discretion of the Town Clerk.

Cost

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	WEEKLY	4-WEEKLY
Tariff 1: Registered Charities or non-profit Organisations. Promoting awareness & engagement	Utilities	Utilities
Tariff 2: All other enterprises	£150.00 + Utilities	£500.00 + Utilities

- A deposit of £100 is required at the time of booking, and is required to guarantee the space within the shop.
- On receipt of the booking application form, WTC will decide the tariff to be charged for the booking.

Pre-viewing the Shop

• By arrangement with WTC

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Advertising

- Pre-advertising will be the responsibility of the Licensee.
- Advertising in the windows of the Shop is allowed providing it meets the requirements of advertising standards and District Council planning rules.

Insurance

 The Licensee must obtain public liability insurance covering their occupation and operation of the shop as a retail premises. A copy of the public liability insurance must be provided to WTC before the shop is occupied. (see clause 5.1.7 of the Licence – minimum cover £5 million)

Facilities

• The facilities provided are for the use of the licensee, staff and invited people only. Please note that the selling or provision of food and beverages to the public is NOT allowed. WTC does not take responsibility for any injuries or loss incurred by using the facilities which are provided on a basis that they are used at the user's own risk.

Booking form

• Applicants who wish to use the shop should complete a booking form and return it to WTC Staff at the Office.

4. Licence

• A separate licence has been signed between WTC and the licensee. These terms and conditions should be read in conjunction with that licence.

5. Procedures and Policies

Fire exits, Equipment and Fire Procedure

- A fire procedure notice is fixed to the wall at the back of the shop. You must read this notice and follow its instructions.
- There is no fire alarm. Raise the alarm by shouting "Fire" and by ordering people present to leave the premises.
- Fire exits are marked
- A fire extinguisher is available on the premises. This is water based and not to be used on live electrical equipment or liquid fires. Do not tackle any fires unless safe to do so.
- A Fire Risk Assessment must be completed by the Licensee. Please refer to the Health and Safety section on page 9.

Accident Procedures

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- A first aid kit is provided in the cupboard in the rear room along with the accident book.
- Any accidents or injuries must be reported to WTC Staff.
- An accident book is provided to record any incidents.
- You must report all accidents involving injury to the public and staff to WTC as soon as possible and complete the relevant section in the accident book.
- You must report certain types of accident or injury on a special form to the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). More information can be found on the HSE website (www.hse.gov.uk/riddor)

Security Procedure

- The shop front door is secured by two locks.
- The shop rear door is secured by an internal latch.
- The shop must be locked when left unoccupied.

Alarm Procedure

- The shop does not have a burglar alarm.
- The shop does not have a fire alarm <u>but does have mains powered smoke</u> <u>detectors</u>.
- There are no procedures required for alarms.

Incidents Procedure

- Any incidents (accidents, injuries, break-ins, theft, damage to the shop, etc.) must be reported as soon as possible to WTC.
- You must report to us as soon as possible any failure of our equipment.

Usage of Premises Policy

- The shop is to be used only as retail premises for the purposes of A1 planning permission.
- The shop is only to be used for retail or promotional purposes, excluding the provision or sale of food and/or beverages <u>for consumption on site</u>.

Space Heating

• A manual for the installed heating is provided on the premises.

6. Terms and Conditions

Terms and Conditions

You must read and accept these terms and conditions before booking. The last
page of this handbook must be signed to confirm receipt of this version of the
terms and conditions and handbook. By completing the booking application, you
are agreeing to abide by the terms and conditions below. Breach of these terms
and conditions may (at the discretion of WTC) lead to the booking being ended,

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access to the premises by the Licensee being ended and in WTC retaking possession of the premises.

Violations in Terms and Conditions

 The Licensee must agree in writing with WTC any variation in these terms and conditions. Such variations may also be noted in the Licence issued to the Licensee.

Joint Licences

 WTC envisages that there may be more than one occupant of the shop – but there will not be more than one licensee. For any shared use it is the responsibility solely of the licence holder to ensure all terms and conditions are adhered to by all who share the space. The booking fee, deposit, utility charges and any other related costs are the responsibility of the sole licensee. The distribution of these costs when the space has multiple occupants will not be managed in any way by WTC.

Deposit

- A £100 Deposit is required at time of booking, which is non-refundable and is required to guarantee the space within the shop. Until the deposit is received WTC reserves the right to reallocate your space.
- The deposit will be returned as soon as is possible after the end of the licence period (minus any charges for utilities used, damage caused or cleaning costs as necessary)

Damage

• WTC reserves the right to recover the full cost of any damage done to the shop or for any cleaning costs required before the shop can be let to the next licensee (including when such costs exceed the amount of the deposit held)

Access

- No one is to enter the building before the specified set up time for the booking unless accompanied by WTC Staff.
- The premises are not to be occupied later than 11pm and no earlier than 7am unless with prior agreement with WTC or at time of Booking
- The times when the shop is open and when the Licensee can undertake work while the shop is closed are specified in the License and MUST be complied with.

Inspection

- WTC can access all areas of the premises to inspect its condition with 24 hours notice. WTC retains keys to the premises and such inspections may happen without the licensee being present. However, it is expected that such inspections will only be required within 24 hours of the end of the licence period (in order to confirm that the premises will be handed back in a satisfactory condition).
- WTC reserves the right to enter the property at any time in the event of an emergency requiring immediate action.

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Rent

• Rent is payable in advance and at the time of booking.

Utilities

- The shop has water, drainage and electricity connected.
- Unless otherwise agreed, and stated in the licence, utilities will be charged for in addition to the rent using the following procedure;
 - o Meters will be read at the start and finish of the licence period.
 - The Licensee will pay the cost to WTC of any electricity units used plus the cost of the standing charges for electricity and water (proportional to the licence period for which the shop has been let to the Licensee).

Cancellation Policy

- Where a cancellation is before the start of the licence period and is not due to any breach of conditions by the licensee, WTC will return in full any deposit.
- The deposit on booking is not refundable if the licensee cancels <u>14 days</u> before the start of the licence period.
- If the booking is cancelled after the start of the licence period the licensee is liable for the full rent of the licence period. If WTC is able to re-licence the premises before the end of the original licence period, WTC will then endeavour to only recover any unavoidable administrative costs rather than the full rent due on the remainder of the original licence period. The rental charge will apply until the hand over to the new licensee.
- Any refunds are granted in exceptional circumstances and at WTC's sole discretion. WTC have the right to deduct any associated costs incurred and administration fees from a refund.
- WTC reserves the right to cancel this hiring by written notice to the licensee in the event of:
 - WTC reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - WTC reasonably considering that unlawful or unsuitable activities will take place at the premises as a result of this hiring or
 - o the premises becoming unfit for the use intended by the licensee or
 - In the event of the terms and condition being breached.

Liability

 WTC bears no responsibility for loss, damage or theft of items during the licence period.

Security

- Keys will be provided to secure the shop when it is not occupied. These keys
 must not be copied and must be returned to WTC at the end of the licence period.
- The licensee must ensure that the shop is locked and secure when the premises are empty or unoccupied by themselves or their staff.

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Insurance

- Building insurance has been provided for the structure of the shop.
- WTC has public liability insurance covering its staff and councillors only.
- The Licensee will need their own insurance for any of their own equipment / goods and employees and any other liabilities / risks.
- You MUST have public liability insurance for a minimum of £5 million to cover any liability to customers or other members of the public. A copy of public liability insurance certificate MUST be provided to WTC and approved by them before the premises are occupied.
- The Licensee shall be liable for:
 - the cost of repair of any damage (including accidental) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - the cost for removing rubbish and items left at the end of the licence period

Parking

- Parking is not provided at the Pop-Up Shop.
- WTC is not responsible for trader parking or any parking fines.

Electrical Equipment

- The licensee shall ensure that any electrical appliances brought by them to the premises and used there shall be in a safe, good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- Where a residual circuit breaker is provided the licensee must make use of it in the interests of public safety.
- Any portable electrical equipment brought into the premises and used by the Licensee must have a valid Portable Appliance Test (PAT) certificate.
- The PAT certificate(s) must be provided to WTC before the premises are occupied.
- All equipment must be safe and any wires taped down to avoid trip hazards.

End of Licence Period

- The licensee is to arrange shop handover with WTC by calling to arrange an
 appointment.
- WTC will check the shop condition again and the check in inventory. WTC will
 agree any deductions that are to be made for rubbish/items removal and
 cleaning, Utility costs, and other agreed deductions.
- WTC will check keys are returned as detailed on the signed key handover form at the start of the licence period. Missing keys will be charged to the licensee or against the deposit-as agreed.
- WTC will take an electric meter reading as early as is possible on a Monday morning. The electric meter is situated in <u>the basement of</u> Perry's Hardware Store next door. The Meter reading will be provided to the licensee together with details of electric charges for the licence period.

Prohibited Items

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The sale or provision of food and drink is not permitted. Sale of such items may
result in the cancellation of the licence and the licensee being required to vacate
the premises.

Premise Licence

 No further public licences (i.e. the sale of alcohol / gambling) cover the premises. Any activity requiring further permission or licences are prohibited and such activities will result in the cancellation of the licence and the licensee will be required to vacate the premises.

Health & Safety

- All health and safety regulations must be adhered to, including Environmental Health, noise and nuisance legislation. Breach of this clause may lead to cancellation of the remainder of the licence period.
- Walkways and fire exits must be kept clear at all times.
- This may mean that stock and fittings have to be removed from your space if you have not left enough room for walkways.
- The Licensee must follow Control of Substances Hazardous to Health (COSHH) procedures if necessary. Any substances falling under COSHH regulations which are going to introduced on the premises must be agreed in advance with WTC.
- NO flammable substances may be introduced into the premises (for instance, Petrol).
- NO explosive substances may be introduced into the premises (for instance: fireworks).
- A Risk Assessment must be provided to WTC before the commencement of the licence period. This MUST include fire and COVID risk assessments. This document must be reviewed and approved by WTC before the licensee can enter the premises.

Animals

- With the exception of guide, hearing and assistance dogs, animals are not permitted.
- Any business concerned with animals will be agreed in advance with WTC at the time of booking and will be done so in writing.

Sale of goods

- You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.
- In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Smoking

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• Smoking is not permitted on the shop premises.

Condition of Shop

- The condition of the shop will be photographed / recorded at the start of the booking by Councill Officers.
- The shop must be operated in a clean and tidy manner.
- All rubbish and waste must be removed from the premises during the booking and at the end of the booking. It must not be left in bins or on the floor and should be disposed of in an acceptable way.
- The cost of cleaning or waste removal at the end of the license term will be deducted from the licensee's deposit and WTC reserve the right to charge for any additional reasonable costs.
- The licensee may not paint or otherwise alter the fabric of the shop. However, removable signs are permitted.
- The licensee should be careful not to damage the venue whilst loading or setting up. This includes sticking anything to walls. Any damage caused to the premises will be billed to the Licensee.

Attachments to walls (for the purpose of hanging objects)

- No holes should be made in ceilings or floors.
- Small nails and hooks may be used on the wooden side walls only. Nails and hooks should be removed at the end of the period of occupation (unless agreed otherwise with the WTC).
- Small hooks may be stuck to the tiles on the side and back walls of the shop (providing these are easily removable and cause no damage to the tiles).
- The above areas will be identified by the WTC at the start of the license period.

Laws, By-Laws and Trading Requirements

- It is the Licensee's responsibility to ensure that they have all the relevant information about local bye-laws and trading requirements (including noise and health and safety).
- You must comply with all conditions and regulations made in respect of the premises by the District Council, the Licensing Authority, and our fire risk assessment or otherwise.

Window Displays and Signs

- These are permitted providing they meet the requirements of the Advertising standards and the District council.
- Any residue left by adhesives (i.e., blue tack, cello tape etc.) must be removed from the windows before the end of the booking.

Heating

- You must ensure that no unauthorised heating appliances are used on the premises. You must not use portable liquefied propane gas (LPG) heating appliances.
- A heater is supplied and its operation will be demonstrated by WTC at the start of the licence period. A manual is provided on the premises.

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Noise

- The levels of noise in the premises should be kept to a minimum to avoid disturbance to our neighbours. This includes noise from the operation of the shop and from customers and staff. In particular, no noise which can be heard outside the premises should be created after 9pm and before 8am.
- You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Smell

No activities should be carried out that leads to smells that create a nuisance for neighbours.

Nuisance

• No activities should be carried out which create a nuisance for neighbours.

Stored Equipment

- WTC accepts no responsibility for any stored equipment or other property brought on to or left at the premises. All liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring. Failure to remove such items will result in them being removed by WTC. WTC will charge a daily fee for the storage of items until such items are removed by the licensee.
- WTC reserve the right to use its discretion to dispose of any items left by the licensee by sale or otherwise as it sees fit. Costs relating to the disposal of items shall be charged to the licensee.

Music Copyright Licensing

 You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) copies to be provided to WTC.

Safeguarding Children, Young People and Vulnerable Adults

- You must ensure that any activities (other than as customers in the shop) for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).
- If this is applicable to the licensee, a section MUST be included in the Risk Assessment provided to WTC.

Privacy and Data Protection

 WTC will only use the data provided by the licensee for the purpose of the administration of the Pop-Up Shop. WTC's privacy notice can be found on the

Pop Up Shop handbook JUNE 2021NOVEMBER 2023

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Council's website (<u>www.wellingtotowncouncil.co.uk</u>). A paper copy can be made available by request.

No Rights

• This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Force Majeure

WTC shall be under no liability for delay or failure to provide the services as a
result of any action or circumstances beyond reasonable control including but not
limited to: Act of God, legislation, injury, terrorism, war, fire, failure of power or
water supply, flood, bad weather conditions, lock out or strike.

Pop Up Shop handbook JUNE 2021<u>NOVEMBER 2023</u>

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7. CONFIRMATION OF RECEIPT OF THESE TERMS & CONDITIONS

PLEASE SIGN & RETURN THIS PAGE TO WELLINGTON TOWN COUNCIL OFFICE

I confirm that I have received and read the Handbook and terms and conditions of the WTC Pop-Up shop handbook. I will inform users of the shop of any relevant terms and conditions or procedures.

Name	Signature	Date of Signing	WB date of booking(s)

For Use by Council Staff;

Item	<u>Status</u>	Date Received
Risk Assessment		
Public Liability Insurance		
Pat tests		
Terms & Conditions Signed Page		
Application Form		
Shop Licence		
Key Booking Form		
PRS / PPL Certificates		

Pop Up Shop handbook JUNE 2021<u>NOVEMBER 2023</u>

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WELLINGTON TOWN COUNCIL

Pop Up Shop – 31 Fore Street, Wellington TA21 8AG

KEY BOOKING FORM

Hirer Details		
Name		
Organisation		
Address		
Telephone Number		
Email Address		
Signed		

For Office Use Booking Details			
Start Date		End Date	
Date Keys Collected		Date Keys Returned	
Notes			

By signing above – the hirer agrees to abide by all terms and conditions as set out in the Handbook as provided. Specifically, but not limited to the following:

- Users must not enter the shop until 10.30am on the Sunday preceding the booking.
- Any current user must not be disturbed or directly contacted to make and changes to the arrangements as set out.
- All rubbish, furniture and other goods must be removed from the shop before 10am on the Sunday at the end of the booking.
- Keys must be returned to the Council Office before the close of business on the Monday after the booking has finished.
- Loss of the keys will result in a £30 charge being deducted from the hirer's deposit.
- Any other breach in these conditions will result in a deduction from the deposit at the discretion of the Town Clerk.



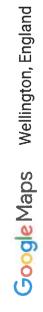
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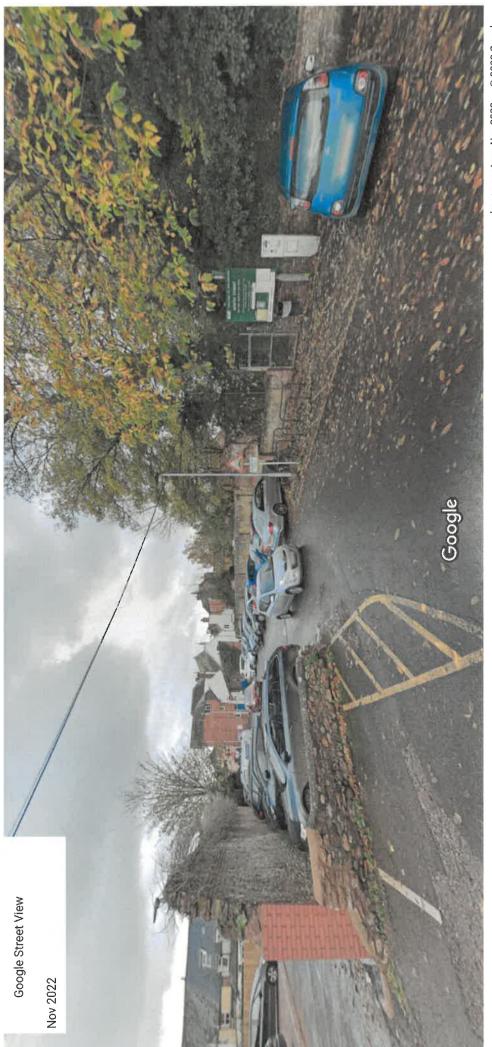


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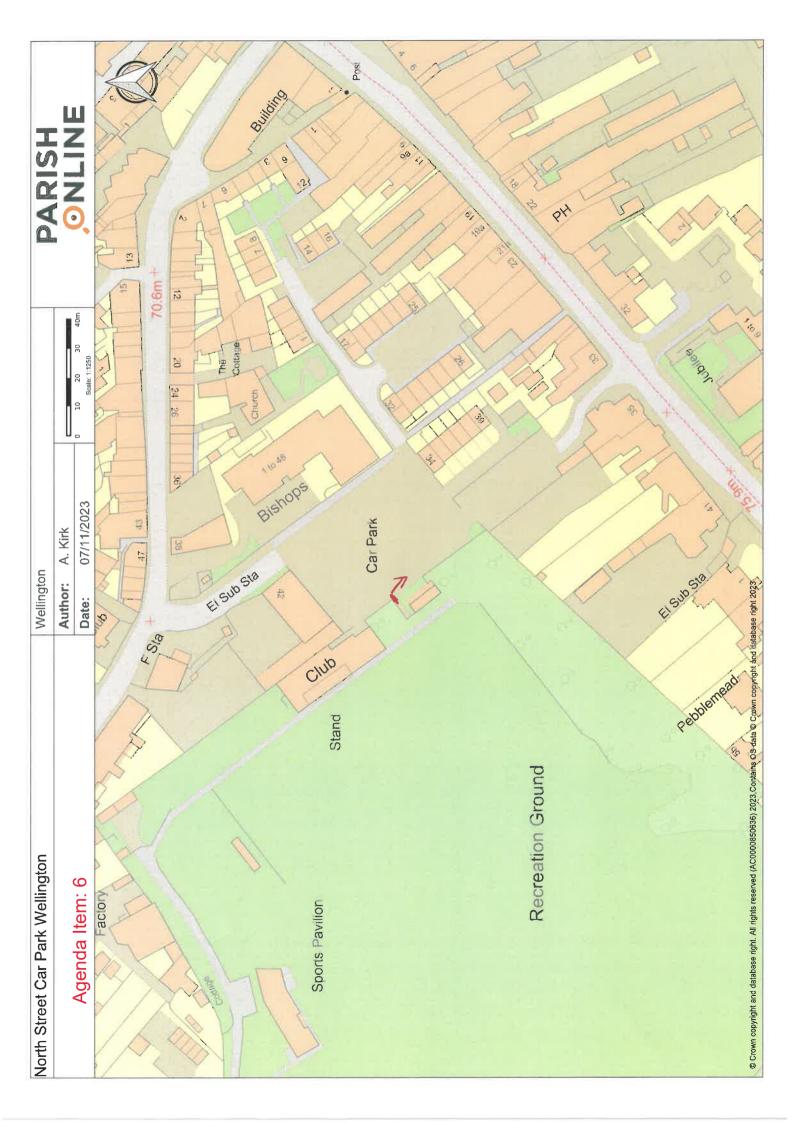
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Google Maps 35 Fore St



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Image capture: Nov 2022 © 2023 Google



AGENDA ITEM 7a – Christmas Market & Lights Switch On 25th November 2023

Town Centre Committee agreed a budget of £10,000 to cover the event. We forecast the total expenditure to be well within the budget set.

Appendix A – Christmas Light Switch On Event Expenditure Forecast to date – shows the costs per item.

Appendix B – Christmas Event 2023 – shows the invoices paid to date.

The expenditure listed below to be noted and approved:

- 1. Santa's Grotto To create a Grotto in Town Council Gazebo. Rotary Club to provide a Santa between 3pm and 6pm. Town Council staff to decorate the Grotto with lights, Christmas Tree, Christmas Presents.
 - i. Santa's Grotto Walls 3 x 3m Christmas Themed Walls Quotation Somerset Sign & Print £495.00 plus VAT
 - Christmas Fairy Lights (Amazon) Net Lights Outdoor 200 LED 3 x 2m Mains Powered Plug - £17.91
 - iii. Icicle Outdoor Christmas Lights (Amazon) 10m warm white LED + 8 mode remote £15.99
 - iv. 2 Pack Christmas Tree String Cluster 5m Battery Operated with Timer 8 modes £14.16.
- 2. Window Wrap Former Fox's Estate Agents Somerset Sign & Print £390.00 plus VAT to include fitting and removal.
- 3. St. John's Ambulance. 4 first aid members invoice £528.00 plus VAT
- Wellington Weekly News Full page advert. Edition Friday 27th October 2023 – invoice £250.00 plus VAT
- 5. Wordgetsaround artwork for Window Wrap and Lamp Post Banners invoice £160.00.
- 6. Somerset Council Free Car Parking in North Street, South Street and Longforth Road (Asda) Car Parks invoice £1046.00 plus VAT

Wellington Town Council Listing of Payments in each Code for All Cost Centres (Between 01-04-2023 and 08-11-2023)

Agenda Item: 7a APPENDIX B

Cost Centre Christmas

Code Nu	mber	116 Switc	h on Even	t							
Vchr.	Date	Invoice No	Minute	Bank	Cheq. No.	Description	Supplier	Vat Type	Net	Vat	Total
363	12/10/2023			Lloyds Current Acc	BACS	Christmas advert	Carly Press	S	100.00	20.00	120.00
386	20/10/2023			Lloyds Current Acc	BACS	Window Wrap Artwork	Word Gets Around	х	160.00		160.00
402	30/10/2023			Lloyds Current Acc	BACS	Advert for Christmas Event	Tindle Newspapers	S	250.00	50.00	300.00
411	02/11/2023			Lloyds Current Acc	BACS	Free Parking	Somerset Council	S	1,046.00	209.20	1,255.20
							Subtotal for Code: Switch on Event		£1,556.00	£279.20	£1,835.20
						Subtota	al for Cost Centre: Christmas		1,556.00	279.20	1,835.20
							TOTALS		£1,556.00	£279.20	£1,835.20

CHRISTMAS MARKET & LIGHT SWITCH ON - Saturday 25th November 2023 Expenditure Report

		Proje 2023	cted Costs	Actu	al Cost 2023	
				71010		
Saturday 25th November - 4 jugglers						
incl. fire juggler (incl admin fee and						
travelling)		£	1,160.00	£	1,000.00	reduced to £1000.00 18th Sept 2023
Steve Hawker PA System &						
Generator		£	650.00		650.00	
Prosound & Light - Stage		£	900.00	£	900.00	
Window Wrap		£	500.00	£	390.00	
Artwork for Posters,Newspaper lamp						
post banners and Social Media		£	300.00	£	160.00	
Carly Press - The Edge Oct 23						
Edition		£	100.00	£	100.00	
St Johns Ambulance		£	500.00	£	528.00	
Wellington Weekly adverts - 2 x		£	500.00		250.00	1 page advert 27th October 2023
Bay Media Lamp Post Banners		£	1,500.00	£	1,225.00	
Traffic Management/Road Closure		£	1,100.00	£	1,100.00	
Somerset Council - Music						
Entertainment licence		£	70.00			
Event Refreshments - Marshals		£	100.00			
Free Parking - Somerset Council		£	1,000.00	£	1,046.00	
S171 Christmas Tree - Somerset						
Council		£	50.00			
Extras: cable ties, sweets etc.,		£	150.00			
Somerset Sign & Print - Santa's						
Grotto - 3 printed walls				£	495.00	
Amazon - 10m warm white outdoors						
icicle lights - mains				£	15.99	
Amazon - net fairy lights - mains				£	17.91	
	TOTAL	£	8,580.00	£	7,877.90	
	IUTAL	L	0,000.00	L	1,011.90	

Agenda Item: 8

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MARKET DATES

Calendar 2024 UK

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SOUTH STREET

Bank holidays 2024 UK

1 January	New Year's Day	6 May	Early May Bank Holiday	25 December	Christmas Day
29 March	Good Friday	27 May	Spring Bank Holiday	26 December	Boxing Day
1 April	Easter Monday	26 August	August Bank Holiday		
© Calendarpe	dia® www.calendarpedia.co.uk				Data provided 'as is' without warran

FORE STREET

Calendarpedia

March						
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