

PORTFOLIO HOLDER FOR FINANCE, RESOURCES AND ASSETS

DATE	16th January 2024
REPORT OF	Councillor Stephen Harness – Portfolio Holder for Finance, Resources and Assets
RESPONSIBLE OFFICER	Helen Isaacs Assistant Chief Executive
SUBJECT	Review of Fees and Charges for Registrars and Civic Services
STATUS	Open
FORWARD PLAN REF NO.	PHFRA 01/24/01

CONTRIBUTION TO OUR AIMS

This report contributes to all five outcomes of the Outcomes Framework to ensure delivery of resources to meet priorities and support a balanced budget for 2024 / 25 onwards

EXECUTIVE SUMMARY

The report sets out proposed changes to non-statutory fees for the Registration Service and charges for room hire at Grimsby Town Hall.

The fee setting process considers the three years ahead to ensure that customers can book ahead with financial certainty.

RECOMMENDATIONS

It is recommended that the Portfolio Holder:

1. Approves the proposed fees and charges as per the full Council approval of organisational uplift of fees and charges in line with the Consumer Prices Index.
2. Delegates authority to the Assistant Chief Executive to so implement with effect from 1st April 2024

REASONS FOR DECISION

In February 2023 it was approved by Full Council that:

Fees and Charges: that an annual organisation wide uplift in fees and charges (where permissible by law) in line with the Consumer Prices Index (CPI) or any official index replacing it.

The service is confident that it will reach predicted income levels for the current year. However, there is some uncertainty whether income will be achieved over the next two years due to the cost of living crisis and the increase in fees. We do have bookings into 2025, but they are only provisional until one year in advance of the ceremony.

1. BACKGROUND AND ISSUES

- 1.1 Fees are currently charged for marriage and civil partnership ceremonies, individual citizenship ceremonies and approved premise licence fees.
- 1.2 An annual benchmarking exercise of fees set within the Yorkshire and Humber region, is being undertaken by Superintendent Registrars throughout the region. As a District, we are comparable to authorities of similar size.
- 1.3 The room hire charges for Grimsby Town Hall are set for individual events and functions to ensure appropriate recovery of costings and overheads are recharged in line with council policy.

2. RISKS AND OPPORTUNITIES

- 2.1 Failure to review fees suitability this way would have a detrimental impact on budgets for 2024-2027.
- 2.2 The opportunity for a three-year fee setting process is to ensure maximum income is collected in and bookings are secured in a timely manner.

3. OTHER OPTIONS CONSIDERED

For the service to remain competitive it is proposed that the fees be set as per the Council recommendation of February 2023.

4. REPUTATION AND COMMUNICATIONS CONSIDERATIONS

There are no reputational issues. Fees and charges are communicated to all customers at the time of initial enquiry. By setting a three-year fee structure, this allows customers to budget fully for their event, without any last-minute increases.

5. FINANCIAL CONSIDERATIONS

- 5.1. Fees and charges are reviewed to ensure that the costs of providing services are recovered wherever possible, after accounting for inflation, and that they are fair and competitive in comparison to the local and regional market.
- 5.2. Any increases in income from the proposed changes in fees and charges will help offset inflationary cost increases and help the Council achieve a balanced budget.

6. CHILDREN AND YOUNG PEOPLE IMPLICATIONS

There are no Children and Young People implications.

7. CLIMATE CHANGE AND ENVIRONMENTAL IMPLICATIONS

There are no Climate Change and Environmental implications.

8. CONSULTATION WITH SCRUTINY

Not applicable

9. FINANCIAL IMPLICATIONS

- 9.1. The Council has a responsibility to promote best value and maximise use of limited resources. Undertaking a regular review of fees and charges supports this approach.

10. LEGAL IMPLICATIONS

- 10.1 Statutory fees are increased by the Registrar General and the local authority have no discretion as to these. However, in the case of non-statutory fees these are discretionary and although the Council do set assumptions as to income generation targets, these fees must be reasonable. Care must be taken to ensure the level of fee is such that the fees can be demonstrated to be reasonable in comparison to providing the cost of the service.
- 10.2 It should be noted that the level of fees proposed are comparable to our neighbouring authorities.
- 10.3 It is accepted as best practice to regularly review fees and charges.

11. HUMAN RESOURCES IMPLICATIONS

- 11.1. There are not HR implications.

12. WARD IMPLICATIONS

Affects all wards

13. BACKGROUND PAPERS

None

14. CONTACT OFFICER(S)

Tracy Frisby
Registrars and Civic Services Team Manager
Tel: 324860

COUNCILLOR STEPHEN HARNESS
PORTFOLIO HOLDER – FINANCE, RESOURCES AND ASSETS

Grimsby Town Hall – Room Hire

APPENDIX A

Grimsby Town Hall - Fees and Charges 2024 / 2025			
Room	Max Capacity	Mon - Fri Daytime (hourly)	Mon - Fri after 6:00 pm (hourly)*
Assembly Room	350	£40.00	£55.00
Banqueting Room	80	£35.00	£45.00
Council Chamber	15	£35.00	£50.00
Crosland Suite	70	£30.00	£40.00
Bremerhaven Room	70	£37.50	£50.00
Lounge Bar	30	£25.00	£35.00
Robing Room	12	£25.00	£35.00
Committee Room 4	12	£25.00	£35.00
Linen****		£50.00	£50.00
Time Trap	Adult (16+)	£3.50	
	Senior (65+)	£2.50	
	Child (5-15)	£2.50	
	Under 5	£0.00	
	Family - 2 adults / 2 children	£10.00	
	Groups	Prices arranged individually	
* If more than 1 caretaker required, add on extra £20.00 per hour			
** Set up and clear up not included - additional charge of £100.00 for up to 4 hours			
**** to cover the cost of setting up, dismantling and laundering linen			
A full day charge, ie until Midnight will be considered on individual basis			

Refreshments charged at £1.25 per person			
See Appendix B of Terms and Conditions of Hire for available waivers			
Grimsby Town Hall - Fees and Charges 2025 / 2026			
Room	Max Capacity	Mon - Fri Daytime (hourly)	Mon - Fri after 6:00 pm (hourly)*
Assembly Room	350	£52.50	£68.00
Banqueting Room	80	£42.00	£52.50
Council Chamber	15	£42.00	£57.00
Crosland Suite	70	£37.00	£47.50
Bremerhaven Room	70	£42.00	£57.75
Lounge Bar	30	£31.50	£42.00
Robing Room	12	£31.50	£42.00
Committee Room 4	12	£31.50	£42.00
Linen****		£52.50	£52.50
Time Trap	Adult (16+)	£3.75	
	Senior (65+)	£2.75	
	Child (5-15)	£2.75	
	Under 5	£0.00	
	Family - 2 adults / 2 children	£11.00	
	Groups	Prices arranged individually	
Grimsby Town Hall - Fees and Charges 2026 / 2027 - showing an increase of 8%			
Room	Max Capacity	Mon - Fri Daytime (hourly)	Mon - Fri after 6:00 pm (hourly)*

Assembly Room	350	£57.00	£73.00
Banqueting Room	80	£45.00	£57.00
Council Chamber	15	£45.00	£62.00
Crosland Suite	70	£40.00	£52.00
Bremerhaven Room	70	£45.00	£62.00
Lounge Bar	30	£45.00	£62.00
Robing Room	12	£34.00	£45.00
Committee Room 4	12	£34.00	£45.00
Linen****		£60.00	£60.00
Time Trap	Adult (16+)	£4.00	
	Senior (65+)	£3.00	
	Child (5-15)	£3.00	
	Under 5	£0.00	
	Family - 2 adults / 2 children	£12.50	
	Groups	Prices arranged individually	

**Grimsby Town Hall
Terms and Conditions of Hire**

DEFINITIONS

Supervising Officer

The Supervising Officer shall be the Registrars and Civic Services Manager or such other officer for the time being in post as directed by the Chief Executive of North East Lincolnshire Council.

Authorised Officer

Any Officer of the Council or other statutory officer authorised by the Supervising Officer.

1.0 APPLICATION FOR HIRE

1. All applications for the hire of any premises must be made in writing on the prescribed form and, when completed, shall be returned to:

Civic and Mayoral Officer
North East Lincolnshire Council
Grimsby Town Hall
Town Hall Square
GRIMSBY
North East Lincolnshire
DN31 1HX

All subsequent enquiries and correspondence shall be made to this address.

2. Applications will not be accepted from persons under 18 years of age.
3. The Council reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.
4. No public announcement of the hiring shall be made until the application has been granted and the appropriate deposit or full fees paid.
5. No booking will be deemed to be confirmed until such time as the deposit required, as set out below, has been received by the Council.

2.0 PAYMENT OF CHARGES

1. Where the hiring is to commence within two months of the date of acceptance of the application, the total fee is payable immediately.

2. After the date of acceptance of the application a deposit of 25% of the charge is payable. Payment is due within 30 days of the booking being formally accepted.
3. The balance of the total charge is due and payable not less than one month before the commencement of the hiring and unless it is so paid the Council may cancel the hiring, retain the deposit already paid and recover the balance of monies payable to the hirer as though it were a cancellation by the hirer under the provisions of Condition 3.0 herein.
4. Receipts will only be issued on written request accompanying payments.
5. Price Increases : The Council reserves the right to increase prices without notice. All bookings for events taking place after any price increase shall be liable to the higher charge(s) for the facilities hired.
6. Reduced Hire Charges and Free Lettings : No reductions in hire charges will be granted with the sole exception that applications in writing from Registered Charitable and voluntary organisations may be considered. See Appendix A.
7. The hirer **must not** bring their own alcohol onto the premises for consumption. If you do, you will be liable for corkage charges, which must be paid on the night.

3.0 CANCELLATIONS

1. In the event of any cancellation or termination of the hiring, no liability shall fall upon the Council, or any Officer of the Council, in respect of any loss sustained or expenses incurred by the hirer or any other person as a result thereof and hirers are advised to insure against such loss.
2. The Council may cancel or terminate any hiring if there is any omission from or misstatement in the application form, if the premises are hired or used for any purpose which they have not approved or if there is any breach of the Terms and Conditions of Hire.
3. In the event of cancellations under paragraph **3.0 (2)** above all fees and charges paid will be forfeited and the hirer shall be liable to the Council for any costs, expenses and losses incurred by the Council.
4. The Council may cancel or terminate any hiring if the premises are required for any purpose connected with a European, United Kingdom parliamentary or local authority election or if the premises are required in connection with a major national or local emergency and shall not thereby incur any liability whatsoever to the hirer other than for the return of such hiring charges as shall have been paid by the hirer. Hirers are strongly advised to insure against this eventuality.
5. If the hiring is cancelled by the hirer after a deposit has been paid the hirer shall be liable for payment of the following percentage of the total hiring charge after allowing for the deposit already paid:

- 5.1 where the notice of cancellation is received less than one month before the date of commencement of the hiring: 100% of the full hire fees will be payable.
- 5.2 where the notice of cancellation is received more than one but less than three months before the date of commencement of the hiring: 75% of the full hire fees will be payable.
- 5.3 where the notice of cancellation is received more than three months but less than six months before the date of commencement of hiring: 50% of the full hire fees will be payable.
- 5.4 where the notice of cancellation is received more than six months but less than one year before the date of commencement of the hiring: 25% of the full hire fees will be payable.
- 5.5 where the notice of cancellation is received more than one year before the date of commencement of the hiring: 10% of the full hire fees will be payable.

6. Where the Supervising Officer reasonably believes that the hiring:

Injures or is likely to injure the reputation of the Council or offends against any statute or regulation binding upon the Council he may without further liability and at his absolute discretion terminate the hiring immediately on notice.

4.0 SUB-LETTING

1. The hirer shall not sub-let, or attempt to sub-let, the premises of part thereof.

5.0 SUPERVISION OF THE PREMISES

1. There shall be present throughout the day of the hiring a person or persons, being the hirer or nominated representative of the hirer who shall accept responsibility for ensuring the effective control and supervision of the premises and all persons therein and for compliance with these conditions, and the name, address and status of such person(s) shall be communicated to the Civic and Mayoral Officer or Senior Town Hall Assistant at the commencement of each day of the hiring.
2. Nominated representatives should make themselves known to staff on duty.

6.0 RIGHT OF ENTRY

1. The Council reserves to themselves the right of entry at all times to any of the premises hired by the Supervising Officer and / or authorised officers of the Council and the hirer must arrange for reception staff, stewards (or caretakers) to be instructed accordingly.

7.0 LOSS, DAMAGE OR INJURY

1. The Council shall not be liable to the Hirer / User for any loss, damage or injury sustained by the Hirer / User either by reason of any defect in the construction or maintenance of the Town Hall or due to the act or negligence of the Council or by any reason of any misconduct or negligence on the part of any person using the town Hall and the Hirer / User agrees to accept the risk of such loss, damage or injury. Provided that this clause shall not apply where death or personal injury is caused by the negligence of the Council or it's Agents.

8.0 THIRD PARTY / PUBLIC LIABILITY INSURANCE

1. The Hirer shall indemnify the Council from and against any claims for loss, damage, costs or expenses which may be made against the Council in respect of any explosion, fire, personal injury or loss of or damage of property sustained by any person occurring during or in consequence of the hiring of the Town Hall.

9.0 TAXES, FEES, ETC.

1. The hirer shall indemnify the Council and its officers and servants 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.

10.0 DAMAGE, DECORATIONS, ADVERTISING AND PYROTECHNICS

1. No notices may be affixed to any walls or panelling in any room. Any notices fixed to walls or any other area that have caused damage will be charged to the hirer.
2. No notice, sign, flag, bunting, banner, decoration, drapery or other item shall be affixed to any part of the building or to the furniture or fittings therein by adhesive tape or adhesive substance.
3. No adhesive tapes may be used to mark wooden or carpeted floors.
5. Any exhibition stand construction shall be prefabricated. No painting or making good with alternative products will be allowed on the premises.
6. No decorations, flags, emblems, gas-filled balloons, streamers or confetti will be permitted either externally or internally without the previous consent in writing of the Supervising 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. The removal of gas-filled balloons from high ceilings will be a charge to the hirer.

7. The Council reserves the right to remove any poster, emblem or decoration visible outside the premises which in the opinion of the Supervising Officer shall be or become unseemly or unsightly.
8. The hirer shall not display and shall ensure that no other person displays any advertisement relating to the hiring by affixing the same to or utilising the support of a lamppost, guard rail, electricity relay box or any other item of street furniture or trees within the Borough except with the prior written consent of the Supervising Officer.
9. The hirer shall not use any naked flames, including candles or tea lights. However, we can permit the use of battery-operated candles or tea lights.

11.0 DAMAGE TO COUNCIL PROPERTY

1. During building and dismantling of any event hirers must protect all floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the premises.
2. The hirer shall repay to the Council on demand the cost of reinstating or replacing any part of the premises or any property whatsoever belonging to the Council in or upon the premises which shall be damaged, destroyed, stolen or removed during the period of hiring.

12.0 PERMITTED NUMBERS

1. The maximum number of persons to be allowed admission to the Premises at any one time under the terms of the Entertainment Licence are set out below and the hirer shall ensure that these numbers are not exceeded:

Style	Assembly Room	Banqueting Room	Robing Room	Lounge	Bremerhaven Room	Crosland Suite	Council Chamber	Cmt Room 4
Theatre	350	80	N/A	30	70	70	N/A	N/A
Committee	50	35	12	25	35	30	15 (inner) 18 (outer)	12
Horseshoe	50	30	N/A	20	35	25	N/A	N/A
Café	150	55	N/A	30	30	30	N/A	N/A
Dinner	200	50	N/A	N/A	N/A	N/A	N/A	N/A
All standing	250	80	N/A	60	50	50	N/A	N/A

2. The Council may, in their absolute discretion, reduce the maximum number of persons to be admitted if they consider it expedient or necessary to do so.

13.0 ANIMALS AND BIRDS

1. Except with the written approval of the Supervising Officer, the hirer shall not permit any animal or bird to enter or remain on the premises provided that this condition shall not apply to any assistance animal.

14.0 SMOKING

1. Smoking is not permitted anywhere on or around the premises.

15.0 MUSICAL COPYRIGHT

1. The premises are licensed by the Performing Rights Society for the performance of copyright music controlled by the Society.
2. The premises are licensed by Phonographic Performance Limited for the use of pre-recorded music for which a licence fee is payable to Phonographic Performance Limited (such licence being additional to that issued by the Performing Rights Society).

16.0 CATERING

1. Hirers making use of the kitchen facilities shall be responsible for:-
 - Cleaning up all storing routes, preparation areas, kitchens, kitchen equipment, serveries, eating areas and for disposing of all waste food and rubbish.
 - Supplying their own catering and waiting staff, tableware, condiments, kitchenware and glassware. Table linen can be hired for a fee and this needs to be requested at the time of booking.
 - Complying with all requirements of Health and Safety at Work and all Food Hygiene and Health Regulations.
2. No food or drink shall be brought onto the premises unless a waiver has been granted in writing.
3. No heating or foodstuffs shall be undertaken using charcoal or like solid fuel or inflammable liquid fuel cookers. Hirers shall be responsible for ensuring all gas and electrical heating equipment brought onto the premises comply with all appropriate British Standards, Health and Safety Regulations and Food Hygiene Regulations.

17.0 ACCESS ONTO THE PREMISES AND AVAILABILITY

1. Under no circumstances will hirers or their attendees, contractors, performers, exhibitors or any other persons associated with the hiring be allowed onto the premises before the time of commencement of the hiring.
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 hire period.

APPENDIX C

REDUCED LETTINGS CRITERIA

1.0 REDUCED HIRE FEES

1. In accordance with Clause 2.6 of the Terms and Conditions of Hire, Registered Charities may apply for reduced hire charges.
2. Reductions for hire fees can only be considered for bookings to be held Monday – Friday.
3. All applications must be made in writing and must be made at least 8 weeks prior to the date of the event. Repeat events are not automatically granted reductions and an application must be made for every event (although applications for multiple bookings are acceptable and desirable).
4. Applications for reduced fees are considered by the Registrars and Civic Services Team Manager and the following policies have generally been adopted:

75% reduction: a wholly local group or organisation who are a registered charity and who can demonstrably show that they provide services for the direct benefit of the residents of the borough of North East Lincolnshire.

Events would not normally include fund raising but would typically be AGM's or small meetings.

25% reduction: a wholly local group or organisation who are a registered charity and who can demonstrably show that they provide services for the direct benefit of the residents of the borough of North East Lincolnshire.

Events would normally include fundraising, e.g. Christmas Fayres or Spring Bazaars

5. Applications for reductions in hire fees must include the following information before they will be considered:
 - Name, address and Charity Registered Number (if applicable) of organisation making the application
 - Contact name and telephone number (and address if different from above)
 - Date of event(s)
 - Halls and rooms booked
 - Whether or not reductions have previously been granted (and when if known)
 - Discount applied for (and previously granted if known)
 - Whether the event is fund raising or not
 - Whether the organisation is local or national organisation
 - Nature of event (AGM, bazaar, etc)
 - Supporting evidence of services provided to residents of the borough in such a way to reduce hardship and improve living standards.