

23<sup>rd</sup> December 2015

Dear Councillor,

Town Hall Committee – Thursday 7<sup>th</sup> January 2016

You are requested to attend a meeting of the Town Hall Committee, to be held in the Town Hall, High Street, Congleton on **Thursday 7<sup>th</sup> January 2016 at 6.30pm.**

Members of this committee who are unable to attend are reminded of the need to give apologies in advance with the reason for non-attendance.

**Please note that there is a Planning Committee meeting on the same evening commencing at 7pm**

Yours sincerely,



TOWN CLERK

AGENDA

1. Apologies for absence.

Apologies for absence (Members are respectfully reminded of the necessity to submit any apology for absence in advance and to give a reason for non-attendance).

2. Minutes (enclosed)

To confirm the minutes of the Meeting held on 5<sup>th</sup> November 2015, as a correct record.

3. Declarations of Interest

Members are requested to declare both "pecuniary" and "non pecuniary" interests as early in the meeting as they become known.

4. Outstanding Actions

There are no outstanding actions.

5. Catering Contract

To consider a report and a recommendation to appoint a new commercial partner to replace the Town Hall Catering Contract.

**To:** Members of the Town Hall Committee

**Cllrs:**

G P Hayes (Chairman), Mrs. A E Morrison (Vice Chairman)  
Mrs D S Allen, Mrs A L Armitt, L D Barker, R Boston, P Broom, Mrs S A Holland  
Mrs A M Martin and H Richards.

**Lay Member:**

Mr D A Parker (Honorary Burgess).

**Ccs:**

Other members of the Council and Honorary Burgesses (4) for Information; Press (2),  
Congleton Library, Congleton Tourist Information Centre.

## Town Hall Committee Meeting

7<sup>th</sup> January 2016

### Report on the appointment of a new Commercial Partner

Members of the working group determining the catering contract where:-

Cllrs, George Hayes, Paul Bates, Elizabeth Wardlaw and Jackie MacArthur, Jackie Potts, David McGifford.

The process of identifying an appropriate commercial partner has been exhaustive and has lasted about 6 months.

Each of the short listed applicants was asked to provide the following information:-

- Details of what aspects of the Town Hall services they would propose to operate, which they would see the Town Council continuing to manage and any aspects which they would anticipate being jointly administered.
- The basis of any formal contract between CTC and the length of contract they would be seeking.
- Any phasing in of the arrangements.
- The main proposals for developing the services which they anticipate operating.
- A detailed business case, identifying turnover within each service and the justification for any assumptions.
- Anticipated growth over the period of the contract.
- Any capital improvement works proposed they would ask the Council to undertake (not cost at this stage) and whether they would anticipate investing capital into the building or equipment.
- The approach to managing quality, customer care, the environment and safety.
- Copies of their ethical, environmental and social policies.
- The financial benefits to the Council e.g. rent income, profit share etc.
- Whether they would require office accommodation in the Town Hall
- The legal status of the organisation e.g. Partnership, Limited Liability Partnership/company, plc etc.
- A set of the last year's accounts.

This information alongside the individual interviews that took place with each applicant was used to determine the final preferred partner, with whom further discussions took place to agree an overall package suitable to both partners in the relationship, which is detailed below.

- a) **Rent** – Agreed that the rent would be per year net, subject to some initial variations in how it is paid in year 1 of the contract.
- b) **Service Charges** - Reuben's (new name will be given to the company) will be responsible for service bills -
- Gas (on a meter) -
  - Electric (on a meter)
  - Water (either on a meter for water used or % share based on area)
  - Sewage/waste water – on a percentage share – likely to be around 12%
  - Waste (option to share 50% of current waste costs with CTC. Alternatively partner can source own waste contract.
  - PRS/PPL – CTC agreed to pick this up for the main hall, with the partners paying for use in Delacey brasserie area
- c) **Use of Brasserie:** Reuben's would use it as a Community-hub style space. Planning to have lots of groups involved. The front would be used as a shop window for events. They would like to remove the blinds and make it look more inviting and make it very obvious what the opening hours are and what events are going on.
- d) **Equipment:** Reuben's and the Working Group went through the list of equipment that the current partners wish to leave. Agreed that CTC would not purchase anything from Delaney's Brasserie from the list. But, the new commercial partners would look through the list of what is needed for the kitchen, bar and office to see how much they would ideally like and agree a suitable price with the previous incumbent.
- e) **Start Date:** Occupancy and contract from the 1<sup>st</sup> March to enable time to sort out the legals. To be the preferred supplier for outside catering during January and February to ensure any existing events can be covered. Service charges for gas and electricity to be charged from the 5<sup>th</sup> January. They will start using the equipment to get a feel for how it cooks and works.
- f) **New Company Name** – The new partner is planning to trade as Congleton Town Hall Events and Parties
- g) **Break Clause** – Rueben's would like the right to break after two years if the business isn't working. CTC has a right to give notice after a year.

- h) **Contract** - Copies of the contract to be drawn up by SAS Daniels using the existing agreement, but, to include the modifications mentioned above which will form the basis of the new contract.
- i) **Launch** - Planning a launch of the new arrangements for late January.

### **Recommendation**

That Reuben Stubbs trading as Congleton Town Hall Events and Parties be appointed as the Town Hall's catering partner

Brian Hogan

22.12.15