

CONGLETON TOWN COUNCIL

COMMITTEE REPORTS AND UPDATES

COMMITTEE:	Council		
MEETING DATE AND TIME	4 th April 2024 7.00 pm	LOCATION	Congleton Town Hall
REPORT FROM	David McGifford (Chief Officer)		
AGENDA ITEM REPORT TITLE	8. Commercial Partner		
Background	<p>Recently both Cllr Firkin and myself met with a small quantity of business that had been forced to close down as a result of the issues at Capital Walk. Whilst we could not get involved in or provide any guidance on legal matters we said we would try and help in anyway way we can. Mark Bailey, our commercial partner, (Marks Events) was at that meeting and as a result, he has held discussions with one of the affected businesses who had a food outlet in Capital Walk.</p> <p>The basis of their discussion progressed to them working with Mark and potentially having some cuisine nights in Blueys which as we know is not fully utilised in the daytime and evenings. If successful this may help them re-establish their business whilst any monies Mark receives will enable him to generate more money towards his annual rent to the council. In principle, Mark would be sub-letting the space, whilst remaining responsible for the activity that takes place in Blueys and the kitchen areas.</p> <p>Personally, given the situation, I feel it is a good idea to progress this proposal however we need to ensure all relevant insurances are in place. Having sought guidance from our Insurance company I have received this response which has been passed on to Mark Bailey to ensure the conditions contained within the response are dealt with</p> <p><i>“This does seem to becoming more common.</i></p> <p><i>Basically in instances like this, the recommendation would be that you are given a copy of the Public Liability of anyone doing this. This gives you (or us if needed) the possibility of pursuing a claim more easily if they have been negligent.</i></p> <p><i>The potential issue would also be concerning any cooking appliances. If purely using yours in the kitchen, then no problem, but what controls would there be over them bringing their own which you have no way of checking is safe?”</i></p> <p>On reviewing the current lease we have with Marks Events it states that our Commercial Partner <u>cannot sub-let his space</u> which in this instance is Blueys, however, I feel that this proposal is a positive way to support a business that has, and is, going through a challenging time and I would suggest that given the clear direction provided by our insurers there is minimal risk to the Council. As this is a new venture for both parties I feel there needs to be a period when this arrangement is reviewed before any amendments to our contract with Marks Events.</p>		

	<p>The prospect of Blueys becoming a flexible dining hub has some appeal and the principle of kitchen sharing is becoming quite common which our insurer also commented upon. Please note as a condition Mark Bailey / Marks Events will be in attendance on the days when Blueys is being sub-let.</p> <p>The hirer of Blueys will be made aware of existing and future bookings of the Town hall where it is not feasible that Blueys can operate due to the kitchen being utilised for larger events within the Town Hall.</p>
<p>Considerations</p> <p>Finance</p>	<p>Beneficial to our Commercial Partner will be receiving an agreed income through this arrangement which will support him in paying his rental to the Town Council.</p> <p>There will most likely be an increase in service charges which will automatically be passed through to Marks Events as the area has its own meters.</p>
<p>Environmental</p>	<p>If there is an increase in the service charges that will generate an increase in the carbon footprint. Note that it was originally expected that Blueys would be open in the daytime and some evenings as a café / bar</p>
<p>Equality</p>	<p>The proposed changes will create no restrictions on entry as the area is DDA compliant.</p>
<p>Proposal</p>	<p>That the Council approve the trial of an initial 3 month sub-let of Blueys</p>