



# Agenda

## Tourism and Leisure Committee

Date:	Thursday, 18 June 2020 at 6:30pm
Venue:	Remote meeting via Zoom
Committee members:	<p>Councillor Cheryl Little (Chairman) Councillor Jayne Nixon (Vice-Chairman)</p> <p>Councillors Peter Anthony, Tim Armit, Brenda Blackshaw, Shirley Green, Gavin Harrison, Matthew Lee, Kiran Mulholland, Vince Settle, Elaine Silverwood, Roger Small.</p>

**Please Note:** This meeting is being held remotely via Zoom. To access the meeting please click on the link below.

<https://us02web.zoom.us/j/81253223892?pwd=UWVuSHp4M1RhVmE4UWhLbjZHTjhGZz09>

Meeting ID: 812 5322 3892

Password: 291649

### Public Platform

To hear representations from members of the public in accordance with Article 15 of the Constitution.

To register to speak under Public Platform: see [Public Speaking at Council Meetings](#).

	PROCEDURAL ITEMS:	PAGE
1	<b>Declarations of Interest:</b> Declarations of interest, and the responsibility for declaring the same, are matters for elected members. Members are able to obtain advice, in writing, in advance of meetings. This should only be sought via the Council's Monitoring Officer. However, it should be noted that no advice on interests sought less than one working day prior to any meeting will be provided.	1
2	<b>Confirmation of Minutes:</b> To confirm the minutes, as previously circulated, of the meeting held on <a href="#">4 June 2020</a> as a correct record.	1
3	<b>Substitute Members:</b> Details of any substitute members notified in accordance with council procedure rule 23(c).	1
	DECISION ITEMS:	
4	Granting a New Lease to Park View 4 U	3 - 8

Contact: Lyndsey Lacey-Simone - Telephone: (01253) 658504 – Email: [democracy@fylde.gov.uk](mailto:democracy@fylde.gov.uk)

The code of conduct for members can be found in the council's constitution at  
<http://fylde.cmis.uk.com/fylde/DocumentsandInformation/PublicDocumentsandInformation.aspx>

**© Fylde Council copyright 2020**

You may re-use this document/publication (not including logos) free of charge in any format or medium. You must re-use it accurately and not in a misleading context.

The material must be acknowledged as Fylde Council copyright and you must give the title of the source document/publication.

Where we have identified any third party copyright material you will need to obtain permission from the copyright holders concerned.

This document/publication is also available on our website at [www.fylde.gov.uk](http://www.fylde.gov.uk)

Any enquiries regarding this document/publication should be sent to us at the Town Hall, St Annes Road West, St Annes FY8 1LW, or to [listening@fylde.gov.uk](mailto:listening@fylde.gov.uk).

## DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
DEVELOPMENT SERVICES DIRECTORATE	TOURISM AND LEISURE COMMITTEE	18 JUNE 2020	4
<b>GRANTING A NEW LEASE TO PARK VIEW 4 U</b>			

### PUBLIC ITEM

This item is for consideration in the public part of the meeting.

### SUMMARY

This report proposes a sixteen year Lease to be granted to Park View 4 U to replace their existing 25 year lease granted in 2011 (16 years remaining) for the café located on Park View Playing Fields in Lytham, as their previous legal incarnation has been dissolved. A Licence to Sub-let is also proposed to enable Park View 4 U to obtain a commercial income from the café.

### RECOMMENDATION

1. That Fylde Council grant a new Lease on identical terms to Park View 4 U for the café for sixteen years.
2. That Fylde Council grant a Licence to Sub-let to Park View 4 U to enable them to let the café to a commercial operator to enhance the income to the charity.
3. That Fylde Council grant a Deed of Variation to enable the café to be used by a commercial operator rather than as a community café.

### SUMMARY OF PREVIOUS DECISIONS

None

CORPORATE PRIORITIES	
Spending your money in the most efficient way to achieve excellent services ( <b>Value for Money</b> )	✓
Delivering the services that customers expect of an excellent council ( <b>Clean and Green</b> )	✓
Working with all partners ( <b>Vibrant Economy</b> )	✓
To make sure Fylde continues to be one of the most desirable places to live ( <b>A Great Place to Live</b> )	✓
Promoting Fylde as a great destination to visit ( <b>A Great Place to Visit</b> )	✓

## REPORT

1. Park View 4 U were granted a 25 year Lease of land within Park View Playing Fields in 2011 to enable them to construct (at their cost) and operate a community café for the benefit of the public. The charity has operated the café on this basis since but is now struggling to staff the café with volunteers and wishes to generate an income from a commercial operator to support the work of the charity in managing Park View Playing Fields.
2. Park View 4 U have marketed the opportunity and have chosen a suitable commercial operator to take a 5 year lease of the café on similar terms to their own lease, other than the rent charged.
3. The original Lease to PV4U does not permit under-letting or the use of the building for anything other than a community café.
4. Terms have been agreed to permit the under-letting and minor change of use, and the proposed new Lease will not change the legal relationship between PV4U and Fylde Council.
5. Officers only became aware of the changed status of PV4U once legal work commenced on the under-letting and change of use, otherwise the matter would have been dealt with under delegated powers. The original Lease was granted to Park View 4U Community Centre Limited, which no longer exists following a reorganisation of the charity to streamline its structure. The new Lease will be granted to Park View 4U Charitable Incorporated Organisation (PV4U CIO).
6. The prospective commercial operator is keen to open as soon as possible, subject to complying with Government guidance, and PV4U are keen to receive the income and not lose the operator due to a 3 month delay before the next scheduled Committee meeting. It had been hoped by the charity that matters could have been completed by the end of May.
7. The Committee are requested to grant delegated authority to the Director of Development Services in consultation with the Chair of the Tourism and Leisure Committee in approving the draft Lease with Park View 4U CIO as outlined above.
8. The Committee are asked to note that the Director of Development Services will grant the Licence to Underlet and the Deed of Variation to enable a minor change of use, under delegated powers.

IMPLICATIONS	
Finance	As the proposed new lease will be on identical terms to the current lease agreement, there are no financial implications arising from this report.
Legal	None arising from this report
Community Safety	None arising from this report
Human Rights and Equalities	None arising from this report
Sustainability and Environmental Impact	None arising from this report
Health & Safety and Risk Management	None arising from this report

LEAD AUTHOR	CONTACT DETAILS	DATE
Phil Haworth	<a href="mailto:Philip.haworth@fylde.gov.uk">Philip.haworth@fylde.gov.uk</a> Tel 01253 658 495	9/6/2020

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Former café lease	2011	Town Hall

Attached documents

Appendix 1 - Agreed heads of terms to PV4U for café 15-05-2020

Appendix 2 - Agreed heads of terms for café 15-05-2020

## Appendix 1 - Agreed heads of terms to PV4U for café 15-05-2020

### Heads of Terms for Lease

### Subject to Contract

at:

### Café, QEII Park View Playing Fields, Park View Road, Lytham FY8 4JE

<b>Lessor</b>	Fylde Borough Council, Town Hall, Lytham St Annes FY8 1LW
<b>Lessee</b>	Park View 4 U Charitable Incorporated Organisation (charity number CE007851) Park View Centre, Park View Rd Lytham. FY8 4JE.
<b>Demise</b>	Lease - Land, including café, shown edged red on the attached plan together with a right of access through the park and through the adjacent Ballam Road car park.
<b>Term</b>	16 years from date of completion terminating on 08/03/2036.
<b>Rent Reviews</b>	Not applicable.
<b>Commencement</b>	On completion of legal formalities, subject to Committee approval.
<b>Rent</b>	One peppercorn
<b>Permitted Use</b>	Café for the sale of hot & cold food, internally & externally and kiosk for the sale of ice cream, drinks, confectionery and sports goods.
<b>Alienation</b>	Sub-letting to be permitted by separate Licence to Underlet.
<b>Accommodation</b>	Café premises including internal seating area, toilet facilities, storeroom, office and external seating area.
<b>Alterations</b>	Not to undertake any alterations without written consent of the Landlord.
<b>Repair &amp; Decorating Obligations</b>	Keep premises in good repair and condition including replacement of landlord's fixtures and fittings when required. To decorate internally and externally every 3 years in colours firstly approved by the landlord.
<b>Signage</b>	Tenant to only display signage on the premises once approved in writing by the landlord.
<b>Utilities</b>	To pay the cost of all services consumed on the premises.
<b>Insurance</b>	Tenant to insure the premises for full reinstatement.
<b>Business Rates</b>	The tenant to be responsible for business rates.
<b>Public Liability</b>	The tenant to carry public liability insurance for a minimum cover of £5 million at all times.
<b>Legal Costs</b>	Each party to bear their own legal costs.
<b>Compliance with Legislation</b>	Tenant to comply with all existing and future legislative requirements in connection with the operation of a café business.
<b>Landlord &amp; Tenant Act 1954</b>	Lease to exclude the security provisions of the Landlord & Tenant Act 1954.
<b>Tenants Solicitor</b>	Fylde Law, 325 Clifton Drive South, Lytham St Annes, Lancashire, FY8 1HN
<b>Landlord's Solicitor</b>	Head of Governance, Fylde Borough Council, Town Hall, Lytham St Annes FY8 1LW.

## Appendix 1 - Agreed heads of terms to PV4U for café 15-05-2020

### Heads of Terms for Lease

Subject to Contract

Signed:

Lessor: ..... (Signature)

..... (Print Name)

Lessee: ..... (Signature)

..... (Print Name)

## Appendix 2 - Agreed heads of terms for café 15-05-2020

### Heads of Terms for Lease & Licence

### Subject to Contract

at:

**Café & Kiosk, QEII Park View Playing Fields, Park View Road,**

**Lytham FY8 4JE**

<b>Lessor/Licensor</b>	Park View 4 U Charitable Incorporated Organisation (charity number CE007851) Park View Centre, Park View Rd Lytham. FY8 4JE.
<b>Lessee/Licensee</b>	
<b>Demise</b>	Lease - Land, including café, shown edged red on the attached plan together with a right of access through the park and through the adjacent Ballam Road car park. Licence – Land including kiosk shown edged red on the attached plan together with a right of access through the park and through the adjacent Ballam Road car park.
<b>Term</b>	5 years from date of completion for both the Lease and Licence.
<b>Rent Reviews</b>	Upward only open market at the end of year five on the last day of the Term
<b>Commencement</b>	On completion of legal formalities – end of May 2020 if possible
<b>Rent</b>	
<b>Ingoing</b>	
<b>Permitted Use</b>	Café for the sale of hot & cold food, internally & externally and kiosk for the sale of ice cream, drinks, confectionery and sports goods.
<b>Alienation</b>	Not to part with possession of either premises.
<b>Accommodation</b>	Café premises including internal seating area, toilet facilities, storeroom, office and external. seating area together with separate kiosk
<b>Alterations</b>	Not to undertake any alterations without written consent of the Landlord and Superior Landlord.
<b>Repair &amp; Decorating Obligations</b>	Keep both premises in good repair and condition including replacement of landlord's fixtures and fittings when required. To decorate internally every 5 years and externally every 3 years in colours firstly approved by the landlord.
<b>Signage</b>	Tenant to only display signage on the premises once approved in writing by the landlord.
<b>Utilities</b>	To pay the cost of all services consumed on both premises.
<b>Insurance</b>	Landlord to insure both premises for full reinstatement, with the cost of the premium being reimbursed by the tenant.
<b>Business Rates</b>	The tenant to be responsible for business rates on both premises.
<b>Public Liability</b>	The tenant to take an insurance policy for public liability for a minimum cover of £5 million.
<b>Legal Costs</b>	The tenant to be responsible for the landlord's reasonable legal costs.

## Appendix 2 - Agreed heads of terms for café 15-05-2020

### Heads of Terms for Lease & Licence

### Subject to Contract

<b>Compliance with Legislation</b>	Tenant to comply with all existing and future legislative requirements in connection with the operation of a café and kiosk business, including the maintenance of a minimum food hygiene rating of 3 at all times.
<b>Landlord &amp; Tenant Act 1954</b>	Lease to exclude the security provisions of the Landlord & Tenant Act 1954. If the landlord is to offer a new lease of the café at the end of the term, then the tenant will be offered first refusal for a new kiosk licence too.
<b>Keep Open Clause</b>	Tenant to keep the café open between the hours of 10am and 4pm 7 days per week during the period 1 <sup>st</sup> April to 31 <sup>st</sup> October, and the hours of 10am and 4pm 4 days per week (including all weekend) during the period 1 <sup>st</sup> November to 31 <sup>st</sup> March each year.
<b>Break Clause</b>	Tenant only break clause at the end of the third year, subject to 3 months written notice and compliance with all lease terms.
<b>Guarantor</b>	Tenant to provide a personal guarantee to cover all obligations under the lease for the full term.
<b>Charity Incentive</b>	1.5% of all net profits for the café and kiosk combined to be donated to PV4U charity.
<b>Tenants Solicitor</b>	
<b>Landlord's Solicitor</b>	

Signed:

Lessor: ..... (Signature)

..... (Print Name)

Lessee: ..... (Signature)

..... (Print Name)