

LONG MELFORD PARISH COUNCIL

The Parish Offices, Cordell Road, Long Melford, Suffolk CO10 9EH
Tel: 01787 378084 Email: clerk@longmelford-pc.gov.uk



Full Parish Council Minutes of Extraordinary Meeting

Meeting called for **7:00pm, Thursday 24th September 2020**
Location **Conducted by remote videoconferencing due to the COVID-19 pandemic.**
Councillors present **I. Bartlett, M. Clayton, R. Delderfield, J. Ewbank, R. Kemp, L. Malvisi, C. Michette, R. Michette (Acting Vice Chair), J. Nunn (Chair), L. Tipper, D. Watts, J. Watts**
Councillors absent **J. Lines**
Also attending **D. Lovelock (Parish Clerk), P. MacLachlan (RFO)**
Two members of the public

If not attached to these Minutes then associated documents referred to in it are available online at www.longmelford-pc.gov.uk, or from the Parish Clerk on request.

Cllr Nunn, who was to chair the meeting, was noted to be absent. In his absence Cllr R. Michette deputised for him.

The Chair opened the meeting at 7:06pm. The following Agenda Items were addressed.

20/09-E1 Apologies for Absence

No apologies for absence were received. Cllr Lines remained on an authorised leave of absence.

20/09-E2 Declarations of Interest and Requests for Dispensation

No declarations of interest or requests for dispensation were received.

20/09-E3 Public Participation

No members of the public asked to speak during the public participation session.

20/09-E4 Motion: Agreement of the License for the Country Park Café (Appendix 1)

Councillors commenced considering the motion.

Cllr Nunn joined the meeting at 7:15pm.

Councillors continued considering the motion.

Cllr Clayton left the meeting at 7:31pm.

Councillors continued considering the motion. Cllr R. Michette proposed an amendment to Clause 3.6 of the License agreement, which was seconded and defeated upon a vote. Voting then took place regarding the motion as originally tabled.

Resolved, that the Council agrees the effective clauses and wording of the License to be offered to the operator of the Long Melford Country Park Café. (Appendix 1)

20/09-E5 Motion: Limited Waiver Regarding Utility Charges

Councillors commenced considering the motion.

Cllr D. Watts left the meeting at 7:43pm.

Councillors continued considering the motion and then took a vote on it.

Resolved, that the levying of utility charges upon the Country Park Café Licensee is waived from 1st October 2020 to 31st March 2021 inclusive, to assist the Licensee in consolidating the business during the winter months and in respect of the trading difficulties resulting from the COVID-19 pandemic.

The Clerk advised that he would issue the License for signature as soon as possible week commencing 28/09/2020. Cllr Tipper confirmed that she would advise LMOS of the Council's decisions regarding the License and provide a signed copy of it to them as soon as it was available, this being a precondition for their transferring to the Parish Council ownership of the two shipping containers located on the Country Park site.

There being no further business, the Chair closed the Meeting at 7:44pm.

Signed: _____



Chair, Long Melford Parish Council

Date: _____

05/11/2020

THIS LICENCE is dated the 1st of October 2020 and is made **BETWEEN:**

(1) **Long Melford Parish Council**, whose address for correspondence and the service of papers is The Parish Offices, Cordell Road, Long Melford, Suffolk CO10 9EH (hereinafter known as the 'Licensor') and

(2) **Janet Munro** of 10 Alston Crescent, Stanstead CO10 9AN (hereinafter known as the 'Licensee').

1. Definitions and Interpretations

In this agreement, except where the context otherwise requires, the following terms shall have the following meanings.

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| 'Licence Fee' | means £100 per month, payable in advance |
| 'Licence Period' | means from 1 st October 2020 to 30 th September 2021 inclusive; |
| 'Licensor's Premises' | means the portacabin owned and controlled by the Licensor in which the Premises are situated; |
| 'Permitted Hours' | means 8:00am to 6:00pm Monday to Sunday inclusive; |
| 'Permitted Use' | means use for retail purposes as a café & information centre |
| 'Premises' | means a portacabin owned and controlled by the Licensor and located within the Long Melford Country Park, Borley Road, Long Melford, Suffolk CO10 9HH |

2. Grant of Licence

- 2.1 The Licensor permits the Licensee to use the Premises for the Licence Period for the Permitted Use.
- 2.2 The License shall be contingent upon the Licensor owning and controlling the Premises and shall be null and void and without effect if this condition is not met or the Premises become unfit or unavailable for use due to circumstances outside of the Licensor's control.

3. Licensee's Covenants

- 3.1 The Licensee shall pay the Monthly Licence Fee in respect of it in advance and without any deduction set off or counterclaim by the last day of the previous month.
- 3.2 The Licensee shall not:
 - 3.2.1 use the Premises otherwise than for the Permitted Use without prior agreement with the Licensor;
 - 3.2.2 use the Premises outside the Permitted Hours;

- 3.2.3 share occupation of the Premises or any part of them;
 - 3.2.4 make any alteration or addition to the Premises;
 - 3.2.5 sell alcohol from the premises;
 - 3.2.6 cause any nuisance or annoyance to the Licensor or to the owners or occupiers of any neighbouring premises.
- 3.3 The Licensee shall keep the Premises clean and tidy and make good any damage caused.
- 3.4 The Licensee shall abide by any regulations made by the Licensor from time to time for the better management and control of the Licensor's Premises in the interests of good estate management.
- 3.5 The Licensee shall allow the Licensor (and all others authorised by the Licensor) to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Licensor's interest in the Premises.
- 3.6 The Licensee shall pay all outgoings including business rates if applicable. Energy and water consumption will be payable by way of a recharge from the Parish Council based on sub-metered supplies.
- 3.7 Outside the Permitted Hours the Licensee shall remove from the Premises all items belonging to it and shall either store them as directed by the Licensor or shall make its own arrangements for storage.
- 3.8 The Licensee shall comply with all Health & Safety, Food Safety, and Hygiene Regulations.
- 3.9 The Licensee shall ensure that the Premises are operated to comply with and achieve a Food Standards Agency rating of no less than 'Level 4 – hygiene standards are good'.
- 3.10 The Licensee shall maintain at their expense during the term of this licence a current Food Premises Registration with Babergh District Council.
- 3.11 At the end of the Licence Period the Licensee shall vacate the Premises and remove from it at the Licensee's expense all items belonging to the Licensee, and shall return possession of the Premises to the Licensor.

4. Licensor's Covenants

- 4.1 The Licensor shall allow the Licensee (and its employees and visitors) access to and egress from the Premises over designated parts of the Licensor's Premises.
- 4.2 The Licensor shall provide such services as it considers appropriate and the cost of any such services is included in the Licence Fee, with exception for:

5. Termination Rights

- 5.1 The Licensor may determine this Licence at any time by giving to the Licensee not less than three months' notice in writing.

- 5.2 The Licensee may determine this Licence at any time by giving to the Licensor not less than three months' notice in writing.
- 5.3 The Licensor may determine this Licence at any time with immediate effect by giving the Licensee notice to that effect if the Licensee is in breach of any of its obligations in Clause 3.
- 5.4 Termination under this Clause 5 does not extinguish any rights of action which either party has for breach of any of the provisions of this Licence.

6. General

- 6.1 The parties agree that a person who is not a party to this Licence has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence.
- 6.2 All notices given under this Licence must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 are incorporated in this Licence.
- 6.3 The Licensee shall comply with any Parks Rules and Regulations as may be issued from time to time by the Licensor.
- 6.4 The Licensee shall be responsible for insuring its own fittings and contents, and third-party insurance against accidents and food poisoning.

Signed by Don Lovelock, Clerk to Long Melford Parish Council
for and on behalf of the Licensor

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Signed by Janet Munro
for and on behalf of the Licensee

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