

Report of	Meeting	Date
Corporate Director (People)	With Executive Member for Resources, Councillor Alan Cullens	28/03/08

## **INVOLVEMENT OF BROTHERS OF CHARITY IN PETS CORNER AT ASTLEY PARK**

### **PURPOSE OF REPORT**

1. To obtain approval for the Council to enter into a 10 year lease agreement with Brothers of Charity (BoC) To take on full responsibility for the management of the proposed new pets corner and refreshment kiosk within Astley Park.

### **RECOMMENDATION(S)**

2. That approval is granted to finalise heads of terms and enter into a 10 year agreement with BoC.

### **EXECUTIVE SUMMARY OF REPORT**

3. The BoC are a long established local charity, working with adults with learning difficulties, who have considerable experience of operating a pets corner/farmyard type facility.
4. BoC are keen to take on the responsibility for the day to day running of the proposed new pets corner in Astley Park, using skilled staff to support adults with learning disabilities to care for the animals and the physical resources within pets corner.
5. It is also recommended that they take on the running of the proposed refreshment kiosk within the pavilion, which is adjacent to pets corner.
6. The arrangement would provide the opportunity for BoC to build a collaborative partnership with Chorley Council with mutual benefits for both parties.

### **REASONS FOR RECOMMENDATION(S)**

#### **(If the recommendations are accepted)**

7. BoC are a suitably experienced local social enterprise establishment who would provide an excellent public pets corner facility, at no cost to the Council.

### **ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

8. Future management and maintenance responsibilities to be taken on by Chorley Council.



## CORPORATE PRIORITIES

9. This report relates to the following Strategic Objectives:

Put Chorley at the heart of regional economic development in the Central Lancashire sub-region		Develop local solutions to climate change.	
Improving equality of opportunity and life chances	3	Develop the Character and feel of Chorley as a good place to live	3
Involving people in their communities	3	Ensure Chorley Borough Council is a performing organization	3

## BACKGROUND

10. During the last few months the Astley Park Project team have been working closely with BoC to establish the necessary requirements for such a facility to operate successfully. Draft Heads of Terms are attached as an appendix to this report.
11. As a charity BoC are able to apply for additional funds, which are not available to the Council. This would provide much needed additional funding to improve and enhance the pets corner facility.
12. For many funding applications BoC would need to have secured a long-term lease with the Council, and it is for this reason that a minimum 10 year lease is proposed.
13. This partnership would not involve any expense to the Council and would save a considerable amount in staffing the facility ourselves.
14. Involving people with learning disabilities would provide further evidence that the Council is positively embracing equality and diversity. This partnership would encourage the integration of the general public with people with learning disabilities and would provide an opportunity for people with learning disabilities to develop essential transferable life skills.
15. BoC is a well-established organisation, who has been operating social enterprises within the Chorley Borough for over 70 years.
16. BoC staff have the appropriate skills to ensure the care of the animals, would meet all welfare standards and would collaborate with the RSPCA to ensure all standards are maintained.
17. The team would be prepared to staff pets corner 7 days per week.

## IMPLICATIONS OF REPORT

18. This report has implications in the following areas and the relevant Corporate Directors' comments are included:

Finance	3	Customer Services	
Human Resources		Equality and Diversity	3
Legal	3	No significant implications in this area	

**COMMENTS OF ASSISTANT CHIEF EXECUTIVE (BUSINESS TRANSFORMATION AND IMPROVEMENT)**

19. This arrangement is another example of partnership working that has clear social benefits, develops a local amenity and provides efficiencies.

**COMMENTS OF CORPORATE DIRECTOR OF GOVERNANCE**

20. The comments of the Corporate Director of Governance will be reported verbally at the meeting.

JAMIE CARSON  
CORPORATE DIRECTOR (PEOPLE)

There are no background papers to this report.

<b>Report Author</b>	<b>Ext</b>	<b>Date</b>	<b>Doc ID</b>
Lorraine Cross	5814	12/02/08	Astley Park Pets Corner Lease

**DRAFT**

**Heads Terms for Management of  
Astley Park Pets Corner and Refreshment Kiosk**

- Licensor – Chorley Borough Council
- Licensee – Brothers of Charity
- Licence Area – Animal Shelter and Associated Pens Adjacent to Pavillion (as per attached plans) and Refreshment Kiosk within the fabric of the Pavillion
- Consideration - £1.00 if demanded
- Duration – 10 Years
- Notice – either party to give not less than 6 months notice of intention to terminate this agreement
- Use – Pets Corner and Visitors Centre for the housing of domestic animals, offering advice on pet care to members of the public and other visitors, receiving school visits and hosting family events

**Other Terms**

- The Licensee to have use of the Licence Area 7 days a week and make available the Pets Corner/Visitors Centre to members of the Public and school visits between the hours of 9am and 5pm or as specified by the Corporate Director (People).
- The Licensee shall keep the Licence Area in a clean and tidy condition and shall be responsible for the internal repair and maintenance of the Licence Area
- The Licensee shall make good at their own expense any damage to the Licence Area which may be caused as a result of the management or operation of the Licence Area
- The Licensee shall comply with all requirements of any legislation affecting the Licence Area and shall indemnify the Council against any breach or failure to comply with any such legislation
- The Licensee shall indemnify the Council against any all proceedings, claims, costs, expenses and liabilities whatsoever (including damage to the property and injury to persons) which may occur as a result of the use of the Licensee, his servants or agents and shall insure and keep insured against all third party risks and claims that may arise in connection with such use.
- The Licensee shall be responsible for insuring the contents kept at the Licence Area
- The Licensee shall be fully and financially responsible for all the costs of any utility services associated with the running of the Licence Area as a Pets Corner/Visitors Centre
- The Licensor shall be responsible for the payment of the business rates
- The Licensee shall not underlet, assign share or part with any part of the premises.
- The Licensee shall not carry out any alterations to the Licence Area without the prior written consent of the Licensor

- The Licensee shall not do anything on the Licence Area that would cause annoyance, nuisance etc to the Council, its agents, officers or any adjoining property owner
- The Licensor has the right to enter the Licence Area at any time and for all purposes without being liable for the payment of any compensation whatsoever to the Licensee
- The licensee is not to use the Licence Area in any way that would cause it to deteriorate.
- The Licensee is not to erect any sign or notice board without the written consent of the Licensor
- The Licensee does not have exclusive possession of the Licence Area and the Licensor reserves the right to enter the Licence Area at any time
- The Licensee is to maintain Public Liability Insurance in the sum of £5 million and shall produce on demand to the Licensor evidence of cover
- The Licence hereby granted shall terminate immediately if the Licensee fails to comply with any of the above conditions