

Abingdon Town Council

Wednesday 24 May 2023

Appendix A

Minute T12/23: statement from Cllr Jim Halliday.

Mr Mayor, Thank you for permitting me to make a statement to this important meeting.

Firstly, may I thank everyone present for attending this meeting. The depth of feeling around this issue is very clear.

As I have written in emails to many of you, I am a passionate believer that there should be a cinema in Abingdon – many years ago I campaigned with my late wife, Jeanette, for a multiplex to be built in the Town. So we were both thrilled when the Regal Cinema of Evesham decided to establish a cinema in the Unicorn Theatre and then subsequently in the Abbey Hall.

I have spoken to past and newly-elected Town Councillors and, like myself, all want to see a cinema presence continue in Abingdon. Indeed, councillors have been distressed by some personal accusations that they want to close the cinema – indeed one correspondent even suggested that individual councillors would personally gain financially if the Cinema were to shut ! This is NOT the case! Furthermore, contrary to what some people have said, the Council does not have a secret alternative plan for the Abbey Hall.

Our support for the Cinema can be shown by the fact that in order to protect the Abbey Cinema from closing during the pandemic, possibly permanently, we readily agreed to their request for a rent and business rates “holiday”. This cost the Town Council (ie you, our Abingdon Council Taxpayers) more than £75,000.

Town Councillors are guardians of the Council’s assets and have a duty to spend them wisely as they are largely provided through your taxes – this means that not only do we have to answer to you, the residents of Abingdon, but also to the District Auditor (who quite rightly wants to be assured that your money is being spent responsibly).

Also we need to be sure that long-term leases do not create difficult long-term legal obligations, or leave the council powerless to do anything about damaging departures from our original intentions. One example of a very old long-term lease that is now causing problems is provided by the Upper Reaches Hotel agreement. As many of you will know, that building is now boarded up and unused.

It is important to note that Abbey Hall Cinema Limited, and its associated group of companies, is a commercial, profit making business. Whilst the service it provides enhances our local community, it is not a community or voluntary organisation or a charity. The lease negotiations have always been approached on that basis by the Town Council and we would be rightly criticised if we had not.

So that is why the Town Council has contracted a leading consultant who is largely being paid on a performance basis. I can confirm that he has been working to a set of instructions which, although they have not changed recently, are up-to-date in reflecting the Town Council's position.

Before a lease can be drafted by solicitors (whose fees, as we all know, are not cheap) something called the "Heads of Terms" has to be agreed. The current situation is as follows: following discussions with the Abbey Cinema, the Council proposed a draft Heads of Terms in the summer of 2021. We then expected feedback from the Abbey Cinema on the detail so that we could consider any changes in the detail and proceed to draw up a full lease. The Abbey Cinema subsequently proposed their own version, which contained quite significant differences from what had previously been agreed, and which was subsequently changed by them again. Many months have subsequently been spent in discussions.

Another crucial, limiting, factor is that the Abbey Hall is a building that was built in the 1960's. Despite the Council spending over £400,000 in 2018 on the Guildhall complex prior to the Cinema opening, the Hall is in need of further major refurbishment – its energy efficiency rating is, at best, rated as a category "E", which means it needs urgent repairs to fulfil its obligations as a public building. It has little insulation, it has problems with its roof (which need fixing), and it has leaky windows. Rectifying these issues will cost a very large sum money, far in excess of the £36,000 annual rental paid under the current lease.

Discussing who is responsible for what and the precise costing of these works, further explains why the proposals about possible "Heads of Terms" have been going back and forth.

However, and all other councillors totally agree with me on this, these discussions have been going on far too long... Abingdon wants and deserves a cinema... and we will do everything we can to achieve this.

That is why in the next confidential part of this meeting, I am going to propose to the Council that we instruct a small group of well-informed councillors to meet the Cinema operators at the earliest opportunity - with the first possible date being this Friday. As many Town Councillors work full time, those involved will have to take a day of holiday. But such is their commitment to finding a solution I am sure that they will readily do this.

I agree with the Abbey Cinema that we have only a very short period to agree a "Heads of Terms", to instruct our respective solicitors, and to sign a new lease agreement. I believe that the new Town Council are prepared to work to meet this deadline. **END**