



Abingdon-on-Thames Town Council

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ABINGDON-ON-THAMES TOWN COUNCIL

Extraordinary Town Council Meeting Tuesday 12 May 2026

**These are draft minutes, subject to the approval of
the town council and they may therefore change.**

Present:

Cllr Rawda Jehanli	Mayor
Cllr Elio Astone	
Cllr Gabby Barody	
Cllr Carol Dunne	
Cllr Neil Fawcett	
Cllr Oliver Forder	
Cllr Mark Giddins	
Cllr Tom Greenaway	
Cllr Murali Gunarajah	
Cllr Jim Halliday	
Cllr Gwyneth Lewis	
Cllr Pat Lonergan	
Cllr Leo Midwinter	
Cllr Lorraine Oates	
Cllr Colin Sanderson	
Cllr Andrew Skinner	
Cllr Victoria Walker	

In attendance:

Cherie Carruthers	Town Clerk/CEO (Clerk to the Meeting)
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T89/25 **Public participation**

None.

T90/25 **Apologies**

Apologies for absence were received from Cllr Margaret Crick, Cllr Penny Clover.

T91/25 **Declarations of interest**

None.

T92/25 **Transfer of Abbey Hall**

The Mayor read out the purpose of the meeting from the agenda as follows:-

With regard to the town council meeting on 27 May 2025, T17/25 Confidential refers - for the Town Clerk/Chief Executive Officer, the Council's solicitor and the Abbey Hall Working Party to negotiate and approve the Heads of Terms and the sale agreement of the Abbey Hall section of the Guildhall complex, for final submission to, and approval by, Full Council.

The Council is requested to resolve to approve the transfer of Abbey Hall (as detailed above), the Heads of Terms and related documents, and to seal the documents after approval.

The Chair commented that the Council did not need to go into confidential session as there was a desire to have open minutes available for the public. Cllr Halliday confirmed this.

The Mayor handed over to Cllr Oliver Forder, who was the Chair of the Abbey Hall Working party, to explain the rationale for the sale of the Abbey Hall section to Abbey Cinema Ltd, the current proprietor. He explained that alternative uses, such as refurbishing the building for community facilities, had been explored and were deemed prohibitively expensive, raising the prospect of an underused, declining property in the town's historic centre and fears of repeating an "Upper Reaches" scenario.

The council had instructed agents for a valuation of the premises to sell on the open market, all agents advised that the property in its current condition was undesirable.

He felt that the Council had done extremely well to negotiate an agreement for transfer of the building to the cinema operator. The relationship between the Council and the cinema operator had improved dramatically, thanks primarily to the Town Clerk.

The cinema operator would take on the responsibility for renovating, improving and maintaining the building after the transfer. They had indicated to the Council that they would undertake a substantial refurbishment programme on the building, which was badly needed, and Cllr Forder advised that members could be confident that they will do so, given the fact they have effectively done so in other cinemas that they operate.

After transfer, the plan is to physically separate the buildings via a dividing wall, and there would be a minimum continued contact between the Council and the cinema operator.

Cllr Forder advised that the Council would, via the transfer, rid itself of the potentially onerous responsibility of looking after the building, whilst retaining a cinema in Abingdon, which the Council had publicly committed to at the beginning of its term of office. He added that once the transfer was complete, it would enable the Council to turn its attention to other projects for the benefit of the town. He hoped that members would support the transfer.

Cllr Halliday, as Chair of the FGAM Committee, briefed members on the various legal and financial agreements which were part of the transfer.

- Access way lease/license covers the road between the frontage and down to the Crown and Thistle, including the car park. The cinema would pay annually(index-linked) for a ten-year term. This document would be signed by the Town Clerk. The license is a personal license to the operator and does not automatically transfer with any title change.
- Bin store and parking lease: to be paid annually for a ten-year term, granting use of the bin store for rubbish (and nothing else) and rights to two parking spaces plus one disabled space. This lease was for a ten-year period and would be signed by two councillors in the presence of the Town Clerk.
- Deed of Covenant with the Vale: this was very important document, and it included a clause requiring the operator to run a cinema on the property for a minimum of three years. The three-year period was deliberately negotiated to reach 12 May 2029. This deed would be signed by two councillors.
- Leaseback of kitchen and cellar: As the building was complicated in terms of separating via a boundary wall, the Council would lease back essential areas (kitchen and cellar) for 999 years at a peppercorn rent.

The Council would contribute a defined share of building insurance proportional to its floor area relative to the cinema's (estimated at around five percent), and after 31 March 2046, would pay a share of repair costs incurred on the operator's building.

- Works agreement (services separation and phased obligations): the operator must complete its works within twelve months, including separation of water, electricity, and drainage (and potentially establishing its own kitchen). The Council then has twelve months to construct the dividing wall. The division is not straight due to interleaving elements (e.g., portions beneath or above each other's footprints), necessitating careful drafting.

Cllr Halliday himself, Cllr Forder, Cllr Astone and the Town Clerk had been assiduous in looking at the agreements not only in the short term but for the long term, to avoid the "Upper Reaches" scenario Cllr Forder had referred to earlier. He had asked for extensive minutes of this meeting to be recorded so that the decisions would be clear for the Council's archives. He had found such minutes from the 1960s useful and they had detailed how the Abbey Hall was built and how RAAC came to be used as it was the cheapest material available, which had been the chief concern at the time.

Cllr Halliday recommended the transfer as a financially sound decision. The dividing wall would cost a significant amount of money, but it removed the potential liability of maintaining and repairing the Abbey Hall.

The Town Clerk addressed members on the financial provisions and associated safeguards within the negotiated arrangements. She explained that, in relation to the 999-year lease for the kitchen and cellar, there were specific caveats of importance to the Council.

It was noted that the Council's storage facilities and kitchen were located within the premises. A break clause existed within the lease which, in the event of any decision to redevelop Abbey Hall, the landlord would be required to provide the Council with an equivalent amount of square-metered space, including the redesign and provision of a kitchen and storage facilities. Furthermore, these facilities would be required to be relocated within ten metres of the Guildhall complex.

The Town Clerk further advised that an additional risk mitigation measure had been secured to protect the Council's interests in the event of any future disposal of the premises. An overage agreement had been transferred, converting the arrangement from a two-party agreement into a tripartite agreement between Abingdon Town Council, Vale of White Horse District Council (the Vale), and the relevant party. Under this arrangement, should the premises be sold, the Council would be entitled to a percentage of the overage, alongside the Vale.

It was noted that this overage agreement would run concurrently with that of the Vale until 31 March 2046. While acknowledging that no arrangement could provide absolute certainty, the Town Clerk stated that these provisions ensured that reasonable steps had been taken to mitigate financial and operational risks, including the possibility of a short-term resale of the premises.

Cllr Lewis addressed the meeting as a member of the working party.

Cllr Lewis expressed her appreciation for the detailed discussions that had taken place. She highlighted a point she considered important to record - interest from external commercial parties in purchasing the asset. She noted that approaches had been made to relevant companies; however, no offers had been received. She emphasised that this demonstrated the Council had actively pursued a commercial route and had not proceeded directly to a sale without wider consideration.

Cllr Lewis further acknowledged the significant effort contributed by those involved over the preceding three years and extended her thanks and congratulations to the individuals concerned for their work on what had been a challenging process.

In conclusion, Cllr Lewis stated that she agreed with the comments made by other Members, described the outcome as a positive development, and confirmed her support for the motion.

Cllr Greenaway queried how much information could be given, if a member of the public asked about the transfer. The Town Clerk advised that it was best to be as open and transparent as possible. Obviously, there was a need to maintain commercial confidentiality, but the Council had achieved a good outcome for the town and the Council.

Cllr Lonergan asked for clarification on the division of the two buildings and the Town Clerk confirmed that it would be one wall separating the buildings and that the cost would fall to the Council.

There followed a discussion about how the wall would be funded. The Town Clerk said that the accounts were current being audited but once they had been closed for year end, she would be able to advise on earmarked reserves and where the money to fund the build would come from. The Council had received 2 quotes for the build included design, services, M&E and they were within £5,000 of each other.

Cllr Astone returned to the subject of what information could be disseminated to the public and agreed with the Town Clerk's advice – he was confident that the process followed would stand up to scrutiny.

Cllr Sanderson queried why the Council would be responsible for some of the Abbey Hall's insurance going forward and Cllr Halliday explained that it

was because technically the division was not a straight division – the Council would have some of the building below and above the division.

Cllr Haliday commented that if any members received a “technical” question from the public, it should be directed to the Town Clerk who would be able to answer them fully and ensure that all residents received the correct response.

Cllr Haliday advised that a press release had been prepared which would be shared on the website and social media.

Cllr Walker had a query about conditions of entry and leasing back the property. The Town Clerk looked up this section of documentation and whilst she did so, Cllr Forder commented that the prospect of the cinema owner “flipping” the building was small because the Council had explored other uses for the building and none had been found. The only thing that had been floated was to turn it into a care home but as this would be run for a profit, which does not fulfil the VOWHDC’s terms for “community use”. Demolition would be very costly but also not allowed under the terms of the transfer. The Town Clerk then confirmed that it was in fact the landlord (cinema) that needed to give the Council notice if it wanted access to the Council’s leased or owned property.

Cllr Lonergan asked what would happen to the stairs (from the Guildhall up into the cinema) and the Town Clerk explained that they would not exist as that area would be turned into a strong room for the Council as part of the separation – all of the historic buildings remained with the Council.

Cllr Halliday informed members that should the cinema owner transfer the property to someone else, the current right of access that the cinema owner had agreed with the Council (to access the car parking spaces, and bin stores) would not also be transferred.

Cllr Walker noted that the cinema proprietors were bound to run the cinema for three years and asked what would happen if the cinema company became insolvent or closed for other reasons. The Town Clerk replied that the Council had tried to include some legal redress to cover this situation, but unfortunately the Council’s solicitor had advised that it was not possible – an insolvent company cannot be forced to carry on trading.

Cllr Astone added that ultimately the building had been sold to a private limited company who had the impetus to make it economically viable and profitable. If that succeeded, it would be a win for them. It would also be a win for the town in terms of preserving the cinema. If the winds of the economy changed and cinemas went out of fashion, he would assume a receiver or liquidator would be appointed and the council could make an offer to them. The biggest thing was the liability of the property had gone. The purchaser had now got the interest and commitment to make it viable because it was purely down to them. Everything they would now put into the building in terms of money and investment, would hopefully deliver

rewards for them, and by doing that, it gave the town something else, a thriving local cinema.

The Mayor as Chair asked if there were any further questions, and as there were not, she moved to ask for a proposer and seconder for the motion.

It was **proposed** by Cllr Forder and **seconded** by Cllr Giddins that the Town Council resolves to approve the transfer of the Abbey Hall (as previously detailed in the meeting), the Heads of Terms and related documents and to seal the documents subsequent to approval.

All members voted in favour, and it was therefore **Resolved** to proceed with the transfer.

The meeting closed at 7.45pm.

Signed: _____

Date: _____