

## **CASTLEREAGH BOROUGH COUNCIL**

Minutes of the proceedings of the Special Leisure Park Board meeting, held, in committee, in the Committee Room, Castlereagh Borough Council, Civic & Administrative Offices, Bradford Court, Upper Galwally, Castlereagh, BT8 6RB, on Thursday, 26 April 2007, at 6.40 p.m.

**PRESENT:** Alderman PD Robinson MP MLA

**COUNCILLORS:** J Beattie  
J Bunting (in the Chair)  
B Hanvey  
M Long  
J Spratt

**APOLOGIES:** Apologies were received on behalf of Aldermen Mrs I Robinson and Mrs G Rice and Councillors M Henderson, G Robinson and J White

**IN ATTENDANCE:** Acting Director of Leisure, General Manager of Leisure & Marketing and Members' Services Officer

### **LPB/2007/128 : LEGAL OPINION FROM MR JOHN MILLS, TUGHANS SOLICITORS, RE: CINEMA SITE**

Mr John Mills of Tughans Solicitors went through the details of the existing lease for the site intended for development of a cinema complex. He advised that the covenants included in the lease, which adhered to the terms of the contract under which the property was sold, would favour the Council, although, in his view and that of Mark Horner QC, whom the LPB had engaged for advice, it would be unlikely that the courts would grant forfeiture of the lease on the basis that the development had not commenced within the time period stipulated. There were a combination of circumstances which led him to his conclusion, including the fact that the Council had not pursued the matter of failure to start work previously, and that the Council was about to engage in another land sale with the new developer, who clearly the Council saw as a reliable developer.

The original developer now intended to assign the lease to a new developer, who had confirmed his intention to start work on site within two to three months of the assignment having been completed.

Members then referred to the previous sale of the site for the hotel development. Alderman Robinson commented that it had been his understanding that the Council had sold the site, but, as the previous developer had not fulfilled the requirements of the lease, it had been forfeited to the Council's benefit. Alderman

Robinson therefore enquired whether there was any possibility this could be the case with the cinema development.

Mr Mills advised that, in the case of the hotel development, the longstop date had passed and money had not been paid. For the pending hotel sale, the Council could include a covenant in the lease stipulating the timeframe for commencement of the development, preventing the land from becoming a landbank.

Alderman Robinson enquired whether the new developer for the cinema site intended to use the existing planning application and designs. Mr Mills replied that this was the case.

Councillor Bunting suggested that it might be appropriate to arrange a meeting with the new developers to discuss the way forward. Members stressed that they would be keen for this development to commence as soon as possible. The General Manager of Leisure & Marketing reminded Members that to date the Omniplex cinema development was the only part of the development agreeing to the delay and ready to work with the new developer, and no other tenants had entered into contract with the developer.

Members queried whether the Council would be involved in the selection of tenants. Mr Mills replied that the Council had no actual authority, but would be consulted.

Following some further discussion, Alderman Robinson proposed that the Council's solicitors contact the new developer to arrange a meeting to establish a timetable for the development. The proposal was seconded by Councillor Spratt.

Following some further discussion, it was

RESOLVED:

- (a) That the Director of Leisure Services write to the developer to arrange for a presentation on the proposed development, to the next meeting of the Leisure Park Board, including the likely time scales associated with the plans
- (b) That, following the meeting Mr Mills write to the developer's solicitor indicating that the Council was unlikely to resist assignment of the lease.

There being no further business, the meeting ended at 7.05 p.m.

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**CHAIRMAN**

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CHIEF EXECUTIVE