

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****APPOINTMENT TO THE PERSONNEL COMMITTEE**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
	✓					

Recommendation:

Councillor Jackson be appointed to the Personnel Committee.

Background:

The Personnel Committee is currently operating with a vacancy and Councillor Jackson has expressed an interest in filling the seat, having previously sat on the Committee since its establishment.

It is therefore recommended that Councillor Jackson be appointed to the Personnel Committee.

Elliot Ridington
Democratic Services and Governance Officer

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****ESTABLISHMENT OF PENLEE MASTERPLAN WORKING PARTY**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
✓	✓	✓				

Recommendation:

1. A Penlee Masterplan Working Party be established.
2. Subject to (1.) above, the Mayor, three Members of the Arts and Culture Committee and three Members of the Leisure and Amenities Committee be appointed to said Working Party, with those Members being as follows:-

<TBC>

3. Subject to (1.) and (2.) above, the Terms of Reference for said Working Party, as set out at Appendix 1 to this report, be approved.

Background:

This Council established a Penlee Masterplan Working Group in September 2022 and this continued in a variety of forms until the local government elections were held on 1 May 2025.

The Group's purpose was to discuss potential developments within Penlee House and Park, with three phases were agreed:-

- Phase 1: Exploring the potential redevelopment of the Coach House as a café
- Phase 2: Learning space to be built for Penlee House
- Phase 3: Redevelopment of Penlee House to increase gallery space, visitor facilities, collections stores and staff accommodation

Authority was subsequently delegated to the Working Group to develop a brief for an architect to create a vision for the redevelopment of the areas of the Penlee Park which fell within the Terms of Reference of the Arts and Culture Committee. Consequently, it became apparent that a number of proposals would also impact upon the Leisure and Amenities Committee and so the membership took this into account, and recommendations were made to Penzance Council for approval.

Clearly the 'phases' initially set by the Working Group are incomplete and so it is recommended that a Penlee Masterplan Working Party is established, to continue the work undertaken by the former Working Group, in accordance with the Terms of Reference set out at Appendix 1 to this report.

While it would ordinarily be recommended that similar work could be undertaken by an informal meeting(s) of the relevant committee, in this instance as the work will impact upon more than one it is recommended that a Working Party is established. Taking this into account, it is further recommended that the Working Party include three Members of the Arts and Culture Committee and three Members of the Leisure and Amenities Committee.

Appendix 1 – Proposed Terms of Reference for the Penlee Masterplan Working Party

Elliot Ridington
Democratic Services and Governance Officer



PENZANCE COUNCIL

PENLEE MASTERPLAN WORKING PARTY TERMS OF REFERENCE

Scope

To act in an advisory capacity and consider all matters relating to the infrastructure of the Penlee House Gallery and Museum, Penlee Park and the related assets in the immediate vicinity, to be referred to as the 'Penlee Quarter'. To consider how said assets each relate to, and can support, each other, making recommendations to either the Arts and Culture Committee, Leisure and Amenities Committee or Penzance Council when decisions are required.

Meetings will be of an informal nature and the Chair, if any, will be chosen annually by those Members appointed by the Council who are present at the first meeting in any municipal year. No meeting, informal or otherwise, may be held unless at least three of the appointed Members are present.

Membership

The Town Mayor

Three Members of the Arts and Culture Committee

Three Members of the Leisure and Amenities Committee

Purpose

1. To review the existing 'Masterplan' for Penlee House Gallery and Museum and to incorporate any interrelated aspects of Penlee Park and the surrounding assets as might be deemed necessary, making recommendations elsewhere as appropriate.
2. To take an overarching view of, and develop a 'vision' for, the 'Penlee Quarter' and to formulate any strategies deemed appropriate for its use, taking into account festivals and events, and how the area might be better signposted and utilised in future.
3. To review the development of the Penlee Coach House as an Arts Café and measure its success, once complete, making recommendations elsewhere as appropriate.

4. To consider the Penlee Learning Centre Feasibility Study, how it affects both Penlee House Gallery and Museum and the surrounding area and how any recommendations might be implemented, if appropriate.
5. To consider the redevelopment of Penlee House Gallery and Museum in order to increase gallery space, visitor facilities, collections stores and staff accommodation, making recommendations elsewhere as necessary.
6. To consider the future use of the Penlee Open Air Theatre, including arrangements for its use by other organisations, and how it might relate to future plans for the 'Penlee Quarter', making recommendations elsewhere as appropriate.
7. To consider the future use of the Penlee Centre and Penlee Lodge and to make recommendations as to how these might best be used to realise Penzance Council's vision for the 'Penlee Quarter'.
8. To consider the infrastructure of the 'Penlee Quarter', including, but not limited to, utilities and access, and any improvements which might be necessary to realise Penzance Council's vision for the area, making recommendations elsewhere as appropriate.
9. To consider any other capital projects which may arise in the 'Penlee Quarter', making recommendations elsewhere as appropriate.

Meeting Frequency

Meetings will take place as and when necessary, having taken into account the availability of Members and the capacity of officers.

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****INDEMNITY FOR MEMBERS AND OFFICERS**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
	✓			✓	✓	

Recommendation:

The Indemnity for Members and Officers Statement, as set out at Appendix 1 to this report, be approved and adopted.

Background:

Individual Members and officers of local authorities are not generally liable for the authority's acts or omissions because S.265 of the Public Health Act 1875 provides Councillors and officers, when acting in the course of their duties and in good faith, with statutory immunity and provides that they are not personally liable for the actions they take.

Section 39 of the Local Government (Miscellaneous Provisions) Act 1976 provides further statutory immunity from personal liability, allowing Members and officers to be indemnified from the general fund in relation to the performance of any of their functions, where they act bona fide, for proper purposes and without being negligent.

These Acts prevent any action being brought against Members and officers in the course of undertaking their duties for the Council. However, the limitations of these protections are that they only apply to the functions of the Council, and do not apply to Members or officers sitting on outside bodies.

The Local Authorities (Indemnities for Members and Officers) Order 2004 permits local authorities to provide indemnities for Members and officers and to take out insurance to cover potential liabilities in a range of circumstances. The Order permits indemnities and / or insurance to be provided in relation to any action or failure to act by a Member

or officer, providing the Member or officer is carrying out a function at the request of, with the approval of, or for the purposes of, the authority.

The power extends to cases where the Member or officer exercises the function in a capacity other than that of a Member or officer of the authority, for example, as a director of a company or member of an outside body, provided that they are acting on behalf of the authority.

Each local authority has the discretion to decide whether to use these powers, and the extent of such indemnities and/or insurance. In the case of Penzance Council, indemnity insurance is in place for Members and officers, including for any work undertaken for outside bodies when appointed by the Council, up to a value of £250,000, where any loss is not recoverable from another source. However, no record can be found to confirm that Penzance Council has resolved to use the powers permitted by the Order.

It is therefore recommended that the Indemnity for Members and Officers Statement, as set out at Appendix 1 to this report, be approved and adopted.

Appendix 1 – Indemnity for Members and Officers Statement

Elliot Ridington
Democratic Services and Governance Officer

INDEMNITY OF MEMBERS AND OFFICERS OF PENZANCE TOWN COUNCIL

INDEMNITY PROVIDED UNDER THE LOCAL AUTHORITIES (INDEMNITIES FOR MEMBERS AND OFFICERS) ORDER 2004

- (1) Penzance Town Council (“the Council”) hereby indemnifies its Members and officers, whether appointed or elected at the date of this resolution or at any time thereafter, against any loss or damage suffered by the Member or officer arising from their action or failure to act in their capacity as a Member or officer of the Council the damages costs or expenses set out in paragraph (2) below, subject to the exceptions set out in paragraph (3) below, and on the terms set out in paragraph (4) below. It will not itself make any claim against them in relation to any damages costs or expenses for which they are hereby indemnified. “Member” means an elected Member of the Council, a co-opted Member of the Council or a co-opted member of a committee. “Officer” means an employee of the Council.

Notwithstanding any limitation on the powers of the Council, the indemnity is effective to the extent that the Member or officer in question

- (a) believed that the action, or failure to act, in question was within the powers of the Council; or
- (b) where the action or failure comprises the issuing or authorisation of any document containing any statement as to the powers of the Council, or any statement that certain steps have been taken or requirements fulfilled, believed that the contents of that statement were true,

and it was reasonable for that Member or officer to hold that belief at the time when he or she acted or failed to act.

The indemnity is also effective in relation to an act or omission which is subsequently found to be beyond the powers of the Member or officer in question but only to the extent that they reasonably believed that the act or omission in question was within their powers at the time at which they acted.

- (2) The costs, claims and expenses are those which arise from, or in connection with, any action of, or failure to act by, the Member or officer in question, which:-
- (a) is or has been authorised by the Council; or
 - (b) forms part of, or arises from, any powers conferred, or duties placed, upon that Member or officer, as a consequence of any function being exercised by that Member or officer (whether or not when exercising that function they do so in their capacity as an Member or officer of the Council) –

- (i) at the request of, or with the approval of, the Council; or
- (ii) for the purposes of the Council.

(3) The exceptions are that:-

- (a) No indemnity is given in relation to any action by, or failure to act by, any Member or officer which –
 - (i) constitutes a criminal offence; or
 - (ii) is the result of fraud, or other deliberate wrongdoing or recklessness on the part of that Member or officer; or
 - (iii) is a failure by the Member to comply with the Code of Conduct for Members.
- (b) This indemnity will not extend to any advice or representation in respect of any claim or threatened claim in defamation to be brought by a Member or officer but will extend to defending a claim for defamation.
- (c) The indemnity will not cover any loss or expense for which the Member or officer can obtain reimbursement from any other source, including insurance, whether taken out by the Council, Member or officer, or by any other person.

(4) The terms of the indemnity are as follows:-

- (a) The Council shall make decisions on the granting of indemnities.
- (b) The indemnity is subject to the Member or officer notifying the Town Clerk immediately of any claim being made or intimated against them, and of any circumstances arising which may give rise to a claim.
- (c) The indemnity will only extend to cover actual loss and expense incurred and evidenced by the Member or officer to the satisfaction of the Council.
- (d) The indemnity will not automatically apply if the Member or officer without the written authority of the Council and/or the Town Clerk and insurers, as appropriate, admits liability or negotiates or attempts to negotiate a settlement of any claim falling within the scope of this indemnity.
- (e) The indemnity shall not extend to any loss or damage directly or indirectly arising from any motor vehicle claims in which a Member or officer using his or her own private vehicle on the Council's business has been involved in an accident.
- (f) The Council or its insurers will be entitled to take over and conduct in the name of the Member or officer the defence of any proceedings brought against the Member or officer.

(5) OTHER

These indemnities and undertakings are without prejudice to the rights of the Council to take disciplinary action against an officer in respect of any act or failure to act.

These indemnities and undertakings apply retrospectively to any act or failure to act which may have occurred before this date and shall continue to apply after the Member or officer has ceased to be a Member or officer of the Council as well as during his/her membership of or employment by the Council.

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****SCHEME OF DELEGATION – AUTHORITY TO SPEND**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
	✓		✓			✓

Recommendation:

Authority for spending and budgetary control be delegated to officers on the basis of the Scheme of Delegation (Authority to Spend) Table, set out at Appendix 1 to this report.

Background:

Within the Council's Scheme of Delegation, the Town Clerk holds responsibility for the day to day administration of services, together with routine inspection and control. However, with the expansion of Penzance Council and its services, and significant increases in partnership working with other local organisations, it is becoming increasingly necessary to allow higher levels of autonomy and budgetary control to be granted to the appropriate officers to allow for the smoother internal operation of budgetary actions.

In practice this will result in no changes to the working arrangements of most of those officers in question, as they have been managing these budgets a number of years. However, these management arrangements have apparently never been confirmed nor documented and so, in line with best practice, the table set out at Appendix 1 to this report has been created to document the levels of responsibility and those who hold it.

While there will be no changes for most officers in question, others will receive a greater degree of autonomy over budgets which are currently managed by the Town Clerk. This will result in greater levels of efficiency within the organisation as, currently, the Town Clerk's time is often spent authorising very minor levels of expenditure when it could be spent dealing with more strategic issues, it also helps to strengthen internal control procedures as there is a greater level of segregation of duties, by dividing responsibilities and tasks, it increases accuracy, accountability and reduction of fraud.

The table set out at Appendix 1 to this report provides greater detail of the proposed levels of authority to spend but, in practice, it will result in the following (a number of which are already in place, in practical terms):-

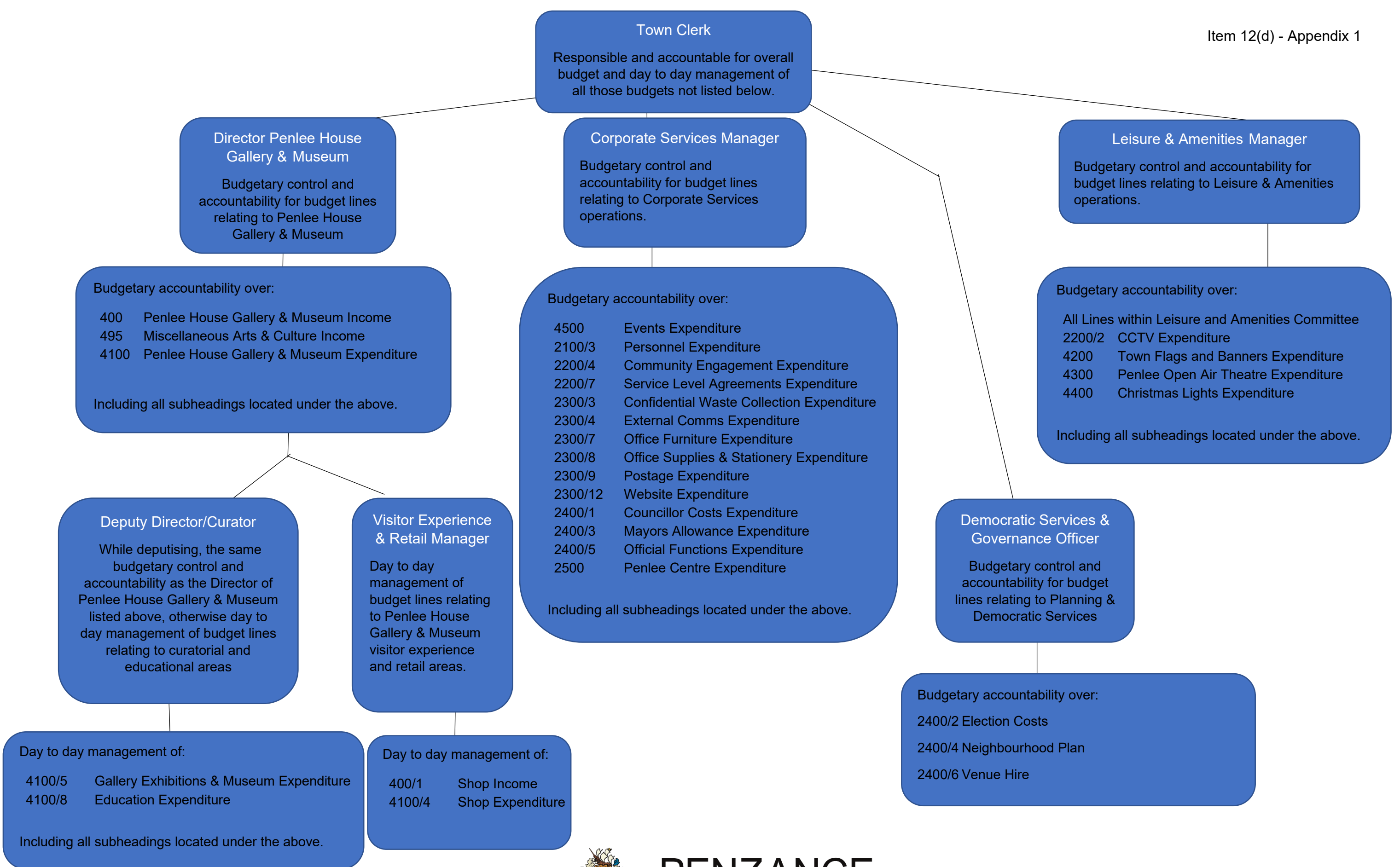
- Leisure & Amenities Manager to be granted budgetary control and accountability for budget lines relating to Leisure & Amenities operations.
- Corporate Services Manager to be granted budgetary control and accountability for budget lines relating to Corporate Services operations.
- Democratic Services & Governance Officer to be granted budgetary control and accountability for budget lines relating to Planning & Democratic Services operations.
- Director Penlee House Gallery & Museum to be granted budgetary control and accountability for budget lines relating to Penlee House Gallery & Museum.
- Deputy Director/Curator to be granted budgetary control and accountability for budget lines relating to Penlee House Gallery & Museum while deputising.
- Deputy Director/Curator to be granted day to day management of budget lines relating to Penlee House Gallery & Museum curatorial and educational areas.
- Visitor Experience & Retail Manager to be granted day to day management of budget lines relating to Penlee House Gallery & Museum visitor experience and retail areas.

All of those officers listed will be required to undertake financial training determined by the Finance Manager, if they have not already done so, in order to exercise their new/existing responsibilities.

It is important to note that overall accountability and ownership of the budgets will reside with the Town Clerk, but that officers with delegated responsibilities will hold responsibility for the management of selected budgetary areas and, while following already established internal policies, assist in effective financial management and allow the Town Clerk to direct his attention to more strategic matters.

Appendix 1 – Scheme of Delegation (Authority to Spend) Table

Talan Richards
Finance Officer



**PENZANCE
COUNCIL**

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****ESTABLISHMENT OF CLIMATE EMERGENCY WORKING PARTY**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
	✓	✓		✓		✓

Recommendation:

1. A Climate Emergency Working Party be established.
2. Subject to (1.) above, at least one Member of the Arts and Culture Committee, one Member of the Finance and General Purposes Committee, one Member of the Leisure and Amenities Committee and one Member of the Planning Committee be appointed to said Working Party, with those Members being as follows:-

<TBC>
3. Subject to (1.) and (2.) above, the Terms of Reference for said Working Party, as set out at Appendix 1 to this report, be approved.

Background:

This Council established a Climate Emergency Sub-Committee in 2019 following its declaration of a climate emergency and this body continued until the local government elections were held on 1 May 2025. The purpose of the Sub-Committee was to identify priority actions in the Climate Emergency Action Plan and recommend budget spend to the Finance & General Purposes Committee.

However, the formal nature of a sub-committee placed constraints on how meetings could be run and limited any presentations or partnership working which could take place with other organisations. It is for this reason that the former Sub-Committee met informally for the past one to two years and it is now recommended that a Working Party is established in its stead, in line with the Terms of Reference set out at Appendix

1 to this report. Due to the informal nature of a Working Party, any other participants can be invited and attend as and when necessary.

While it would ordinarily be recommended that similar work could be undertaken by an informal meeting(s) of the relevant committee, in this instance the work will encompass the services and sites of the Council as a whole, and more, and it is therefore recommended that a Working Party is established. Taking this into account, it is further recommended that the Working Party include at least one Member of every standing committee.

Appendix 1 – Proposed Terms of Reference for the Climate Emergency Working Party

Elliot Ridington
Democratic Services and Governance Officer



PENZANCE COUNCIL

CLIMATE EMERGENCY WORKING PARTY TERMS OF REFERENCE

Scope

To develop, update and identify priority actions in the Climate Emergency Action Plan and recommend actions to be taken by the appropriate committee(s) or Penzance Council as appropriate.

Membership

At least one representative from the Arts and Culture, Finance & General Purposes, Leisure & Amenities and Planning Committees. Non-Council members may be appointed for their specialist knowledge but will not have voting rights.

Meetings will be of an informal nature and the Chair, if any, will be chosen annually by those Members appointed by the Council who are present at the first meeting in any municipal year. No meeting may take place unless at least three Council Members are present.

Purpose

1. To make recommendations to the Finance and General Purposes Committee regarding potential spend from the Climate Emergency Support Budget.
2. To strengthen the Council's relationships with partner organisations working towards becoming carbon neutral.
3. To develop, periodically review and update the Climate Emergency Action Plan and make recommendations to Penzance Council as necessary.
4. To input into the development of the Council's Strategic Plan, in order to ensure that the climate emergency is embedded throughout, and to monitor the progress and delivery of any resulting recommendations.
5. To make recommendations to the Council and/or its committees, as appropriate, regarding climate emergency initiatives which meet the objectives set out in the Council's Climate Emergency Action Plan.
6. To review the operation of Council sites and services and make recommendations to the Council and/or its committees, as appropriate, regarding improvements which might be made to encourage reductions in carbon use, increased biodiversity or may otherwise benefit the climate or natural environment.

Meeting Frequency

Meetings will take place as and when necessary, having taken into account the availability of Members and the capacity of officers.

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****JUBILEE POOL – 2025/26 STRATEGIC GRANT AND SERVICE LEVEL AGREEMENT**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
			✓		✓	

Recommendation:

1. The Service Level Agreement between Jubilee Pool Penzance Ltd (JPPL) and Penzance Council for the 2025/26 Financial Year, as set out at Appendix 3 to this report, be approved.
2. Subject to (1.) above, said Service Level Agreement be signed by the Town Mayor and Town Clerk on behalf of Penzance Council.

Background:

Each year, as part of its budget setting process, Penzance Council reviews its strategic grant commitments to outside organisations. On 13 January 2024 the Council resolved to maintain its funding contribution for the 2025/26 financial year at £40,000, subject to a review and report from JPPL detailing last year's delivery and their revised seasonal operational plan.

Members will recall that an amendment was made to the previous agreement, with funding allocated on the basis of:

- £10,000 to fund the new concession scheme providing free access to Jubilee Pool for all under 16s in the Penzance Parish;
- £30,000 as a winter maintenance and storm damage contribution, with any unspent funding set aside to create a storm damage reserve;
- The 20% discount for all other residents of Penzance Parish being retained;
- Penzance Council's Service Level Agreement with JPPL being amended to include the commitment not to use single use plastics.

Jubilee Pool has just celebrated its 90th Birthday and a positive start to the season having undertaken significant maintenance works to the seawall pre-season. As highlighted in the Chair's report in Appendix 1, the previous decision to return to a seasonal operating model for the 2024/25 season was predominantly driven by financial factors, many of which were entirely out of JPPL's control. The current financial climate coupled with a significant and sustained increase in operating costs meant that all year-round operation was simply not viable. Over the last 18 months though an extended and more diverse offer has been developed, supporting more fitness, sporting and wellness activities, sessions and events.

The revised Operational Delivery Plan for 2025/26, which is set out at Appendix 2 to this report, details the successful transition to seasonal operation. This change has delivered significant improvements in terms of financial position. Throughout the current year, this operational model will be further refined while focusing on four essential areas of development:

- *Seasonal Operation We will maintain our proven seasonal operational model throughout 2025/26, ensuring we retain our experienced core team during winter months to maintain operational continuity.*
- *Quality and Experience Our programme of activities will be enhanced to meet customer expectations, alongside further refinements to our café and retail offerings. We will continue investing in creating exceptional customer experiences across all our services.*
- *Income Growth We are introducing a comprehensive wedding and events programme while expanding our location hire opportunities. Our focus remains on developing additional revenue streams that complement our core operation.*
- *Future Sustainability The development of a National Lottery Heritage Fund (NLHF) application represents a significant step toward securing our long term future. We will implement immediate facility improvements while developing comprehensive plans for sustainable long term operations.*

Throughout all these developments, Jubilee Pool has committed to ensuring our community can access and enjoy the facilities while working to secure additional revenue opportunities that will support future sustainability.

On this basis the Service Level Agreement between Jubilee Pool Penzance Ltd (JPPL) and Penzance Council for the 2025/26 Financial Year, as set out at Appendix 3 to this report is recommended for approval in order to maintain Penzance Council's contribution to both the affordability and accessibility of facilities for Parish residents and to the sustainability and maintenance of the Jubilee Pool as an important asset.

Appendix 1 – Jubilee Pool Chairs Report

Appendix 2 – Jubilee Pool Penzance Ltd 2025/26 Operational Delivery Plan

Appendix 3 – Jubilee Pool Penzance Ltd 2025/26 Service Level Agreement

James Hardy
Town Clerk



Chair's Report to the Annual General Meeting 4th June 2025

Jubilee Pool is 90 and we've just celebrated with a very special weekend of celebrations and fun. The fact that she's survived this long is a minor miracle, having weathered storms, a world war, recessions, depressions and a complete change in how people use their leisure time. It's a certainty that without the devoted and tenacious support of the local community, our town and county councils, our funders and shareholders, we wouldn't have had that birthday party.

When I last wrote a Chair's report, we'd just completed our second year in financial surplus following the post COVID bounce-back, the introduction of our geo pool, and a couple of stupendous summers. There was though, a small black cloud on the horizon, I noted that autumn/winter 2022 had seen both visitor numbers and spend per head fall below expectations. That was the start of a very tough couple of years for Jubilee Pool but we weren't alone. Across the country but particularly in Cornwall the next two (poor) summers saw a big drop in visitor numbers and spend as the cost of living crisis took hold and as affordable and reliable overseas holidays returned to the scene. Visit Cornwall estimate that visitor numbers fell by 10-15% in 2023 and a further 10-12% in 2024. There were some high profile casualties: Flambards, Heartlands, Dairyland and Charlestown Shipwreck Museum all closed in 2024. We didn't want to join the list.

Having weathered 2023's soggy summer, we were facing the prospect of winter losses which we would not be able to sustain for more than a year or so. We reluctantly took the decision to return to a largely seasonal model in January 2024. However, it wasn't a return to the past when the pool only opened for 16 weeks in the summer and closed completely for the rest of the year. The café was to stay open all year and we made sure there was always something going on, retaining a year round schedule of events together with those winter activities, like the cold water club, which were popular and which would sustain themselves. It wasn't what we wanted but it was a case of survival.

Over the past 18 months we've continue to deliver on the key aims which we set ourselves:

- We've extended our opening hours to better serve local working people and visitors;
- We've continued to diversify our customer offer in and around our two pools to support more fitness, sporting and wellness activities, sessions and events;
- We've adjusted our café offer to make it more affordable and more appealing to families;
- We've developed evening social and music events as well as event hire and wedding packages. We hosted our first wedding reception last spring.

So what about the future?

Our priorities remain the same - securing the future and making sure we give the communities which we serve – local people, swimmers, visitors, shareholders, our staff – what they need. There are of course inextricably linked. Get both right and we have a virtuous circle!

We're working hard to ensure that we maximise what we can offer to the local community and visitors alike. That means making sure our premises are the best they can be. Easy to say but with

a weather exposed listed building, not always easy to do. We were recently awarded a grant from the Penzance Town Deal Enterprise Fund which we've used to install a poolside sauna, upgrade our changing rooms putting on doors, installing more warm showers and some heating as well as install a series of informative interpretation signs across the site.

We want to create covered structures that sit sympathetically which will support more events and weddings offering better weather protection. We're working together with National Heritage Lottery Fund on these and other interventions which will help our business to become more resilient.

We are cautiously optimistic for the future but assured that we have the best team possible in place to make it happen. A huge thanks to them and to all who support us.

Susan Stuart
Chair of Directors



OPERATIONAL DELIVERY PLAN 2025-26

Nicola Murdoch
CEO
January 2025

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1. Executive Summary

Our operational delivery plan for 2025/26 builds upon the successful transition to seasonal operation we achieved in 2024/25. This change has delivered significant improvements to our financial position. Throughout the coming year, we will continue to refine this operational model while focusing on four essential areas of development:

Seasonal Operation

We will maintain our proven seasonal operational model throughout 2025/26, ensuring we retain our experienced core team during winter months to maintain operational continuity.

Quality and Experience

Our programme of activities will be enhanced to meet customer expectations, alongside further refinements to our café and retail offerings. We will continue investing in creating exceptional customer experiences across all our services.

Income Growth

We are introducing a comprehensive wedding and events programme while expanding our location hire opportunities. Our focus remains on developing additional revenue streams that complement our core operation.

Future Sustainability

The development of a National Lottery Heritage Fund (NLHF) application represents a significant step toward securing our long term future. We will implement immediate facility improvements while developing comprehensive plans for sustainable long term operations.

Throughout all these developments, we remain committed to ensuring our community can access and enjoy our facilities while we work to secure additional revenue opportunities that will support our future sustainability.

2. 2025/26 Strategic Overview

Throughout the coming year, our strategic focus will centre on securing the long term sustainability of our organisation. We will achieve this through continuing to prove the viability of our seasonal operational model, delivering consistently high quality services, maximising income from our existing facilities, and developing a robust platform for future sustainability. This year will also see us create JPPL's next five year strategic plan, setting our direction for the years ahead.

Strategic Aims

Successful, sustainable seasonal operation: Cement our return to seasonal operation, proving its viability as a sustainable financial model for JPPL.

Quality delivery & experience: Deliver well-planned, high-quality activities and events whilst improving our overall offering.

Increased auxiliary income: Generate additional income through better use of existing facilities.

Creating a platform for a sustainable future: Develop and launch our two-phase NLHF project.

Performance indicators:

Successful & Sustainable Seasonal Operation

- Reduce operational losses by 15% compared to 2024/25
- Hit 90% staffing levels within 4 weeks of season start
- Keep staff retention at 75% through peak season
- Meet or exceed monthly revenue targets

Quality Delivery & Customer Experience

- Keep NPS score (customer satisfaction) above 50 for the pool & above 30 for the café
- Fill 80% of programmed activities
- Reduce customer complaints by 20%
- Boost repeat visits by 10%
- Achieve 90% positive reviews
- Secure a Visit Cornwall Tourism Award for our Geothermal Experience

Increased Auxiliary Income

- Deliver 4-6 weddings/large private events
- Boost location booking income by 25% compared to 24/25
- Hit car park income targets
- Secure £250k NLHF development funding
- Increase spend per visitor by 3%

Creating a Platform for Sustainable Future

- Submit Phase 1 NLHF bid by Q2
- Complete feasibility studies by Q3
- Deliver 3 'quick win' improvements
- Finalise Phase 2 project plan

Key Audiences:

We're focusing on six key groups:

Penzance Residents: Using Town Council funding to boost local family visits by 20%

West Cornwall Residents: Growing our Penwith scheme (TR17-20, TR26 & TR27) by 15%

Swim Community: Building a proper swimming hub for all abilities

Working Community: Keeping early and late sessions for those who work

Swim and Water Sports Clubs: Working with local groups to host events

Shareholders: Better communication with regular updates

3. Successful & Sustainable Seasonal Operation

The transition to seasonal operation during 2024/25 has proven highly successful in improving our business viability. Our financial projections show significantly reduced losses compared to previous years, validating this operational approach.

Looking ahead to 2025/26, our budget maintains strict expenditure control while maximising the potential of our existing facilities. We face ongoing challenges in the current financial climate, particularly with increases to employers' National Insurance contributions and further rises in the national minimum wage.

Our recruitment strategy begins in March, allowing adequate time for staff selection and training before the May opening. We'll continue to utilise HR software to maintain efficient, compliant recruitment processes throughout the season. Seasonal staff contracts will run until October, after which we retain only our core team, with the exception of a small permanent café team for year round operations.

4. Quality Delivery & Customer Experience

Our Offering

Delivering high quality activities, events and classes remains our priority for the coming year. As we implement necessary price increases across our services, we recognise the importance of ensuring excellent value for money through consistently high quality delivery. Our complete pricing structure is detailed in Appendix A.

We have carefully selected our programme for the year, focusing on activities that have proven both popular and financially viable. This approach helps build our reputation for reliable, quality delivery while ensuring sustainable operations. Full details of our events and activities can be found in Appendices B and C.

Café Improvements

Our café development strategy focuses on creating an efficient, profitable operation that maintains high quality while controlling costs. We will achieve this through:

- Implementation of a streamlined menu focusing on profitable items
- Production processes that minimise waste while maintaining quality
- Efficient counter service model
- Strategic deployment of takeaway service during peak periods
- Enhanced bar facilities supporting our events programme
- Comprehensive staff training programme

Retail Development

Our retail strategy builds on three years of sales data analysis. We will clear slow moving stock and focus on proven sellers, particularly our Jubilee Pool branded merchandise. The online shop will receive additional promotion throughout the season to boost sales beyond our physical location.

Customer Experience

Drawing from customer feedback gathered over the past year, we continue to enhance every aspect of the visitor experience. This includes substantial improvements to our website and booking systems, enhanced staff training, and maintaining our high standards of facility cleanliness. Regular staff briefings ensure our team can confidently handle customer enquiries about all aspects of our operation, from opening times to pool temperatures.

5. Increased Auxiliary Income

Income diversification remains crucial to our sustainability. We have identified several promising revenue streams that complement our core operations.

Weddings and Private Events

Our café space offers exceptional potential for weddings and private functions. We have developed a comprehensive wedding package that capitalises on our unique Art Deco architecture and stunning coastal location. By targeting 4-6 weddings in the coming year, we aim to establish ourselves as a premier wedding venue in West Cornwall while generating valuable additional revenue.

Location Bookings

Our distinctive Art Deco architecture and prime coastal position make Jubilee Pool an attractive filming and photography location. We actively market these opportunities during our closed periods, providing additional revenue with minimal operational impact. We have developed clear pricing structures for different types of location shoots to maximise this opportunity.

Car Park Revenue

Our car park represents a key auxiliary income opportunity, with the remodelling project presenting both challenges and strategic potential. The new design will feature fewer, but

larger spaces, including an increased allocation of disabled parking, which necessitates a comprehensive review of our parking strategy.

To optimise the reduced number of spaces and generate additional revenue, we will implement a revised pricing structure that reflects the enhanced parking facilities. Our tariff increases will be structured to:

- Compensate for the reduced total number of spaces
- Reflect the improved parking infrastructure
- Introduce a new overnight parking charge
- Align with rates charged at local parking facilities

Complementing our pricing strategy, Treveth Holdings LLP have expressed interest in permanently leasing four spaces for their adjacent property development. This arrangement provides a guaranteed additional revenue stream, and lease terms will be carefully negotiated to ensure long-term financial benefit and operational flexibility.

This approach creates a more substantial income-generating asset, supporting our broader financial sustainability objectives.

6. Creating a platform for a sustainable future

Our approach to long term sustainability centres on a significant two phase project seeking National Lottery Heritage Fund support. This comprehensive initiative will secure Jubilee Pool's future through both physical improvements and business development.

Phase 1 Development

Working with support from AHF's RePlan programme, we are developing an initial application focusing on feasibility studies and immediate improvements. This phase will determine what we can achieve within our Grade II listing constraints and coastal location.

Our technical assessment will include:

- Comprehensive building surveys
- Detailed technical drawings
- Planning permission applications
- Full cost analysis
- Business model refinement

We have identified several immediate improvements to enhance our offering:

- Additional poolside catering unit installation
- Weather protection for café and shop exterior
- Modern till system implementation
- Enhanced events equipment
- Comprehensive wedding marketing materials
- Additional external signage
- Interim terrace repairs

Phase 2 Major Works

Building on Phase 1 findings, our delivery phase will focus on substantial improvements including:

- Complete terrace replacement

- Café space reconfiguration
- Infrastructure improvements
- Enhanced accessibility
- Heritage interpretation facilities

7. General Operations

Our operational model continues from our successful 2024/25 season. The site remains closed on Mondays except during school holidays and bank holidays. We maintain core opening hours Tuesday to Sunday, extending them during summer holidays. Appendix D provides complete details of our operating schedule.

Café Operations

Our café maintains year round operation, closing only between Christmas and New Year, plus a two week period in January for maintenance and deep cleaning. Winter opening runs Wednesday to Sunday, with Tuesday operations resuming from Easter through to October half term.

This year sees expansion of our evening programme, particularly at weekends. Our enhanced offering includes regular pizza nights, feast nights, guest chef collaborations, live music events, popular Sunday Roasts, and our successful all day Saturday Brunch. The takeaway facility operates between May and September, providing convenient refreshments and serving as an additional bar during events.

Pool Operations

Our main pool continues normal operations with enhanced facilities, including new inflatable features that expand our popular aqua park offering. The inflatable slide returns in June, complementing planned improvements to our children's pool facilities.

The Geothermal Pool operates from Easter through to October half term. To meet increasing demand during peak season, we have introduced additional early morning and evening sessions. All geothermal pool tickets include main pool access.

Activities Programme

Support from Sport England through Active Cornwall enables us to expand our activity programme significantly. New offerings include SUP Yoga, strength classes, Tai Chi, open water coaching, and a social running club. We have invested in staff training to ensure these activities continue successfully after the initial funding period ends.

Community Support

Our partnership with Cornwall Council and Active Cornwall continues to develop, providing targeted activities for those with long term health conditions. We monitor programme effectiveness through participant questionnaires, helping us refine and improve our offering.

We actively seek additional funding to expand these initiatives, working closely with the local authority and other funders. While maintaining our commitment to accessibility, we must ensure programme sustainability through appropriate pricing structures.

8. Risk Management and Site Specific Challenges

Coastal Location Management

Operating in our exposed coastal location presents unique challenges requiring careful management. Salt air corrosion affects all facilities, requiring regular maintenance and specific material choices. Storms and strong winds impact operations throughout the year, necessitating robust protection measures and flexible operational procedures.

Historic Building Considerations

Our Grade II listed status requires careful balance between preservation and operational needs. All maintenance and improvements must align with heritage requirements, often necessitating specialist contractors and materials. Planning applications require additional detail and consideration, while modification options remain limited by preservation requirements.

Operational Controls

We maintain comprehensive operational controls including:

- Weather responsive staffing models
- Regular structural monitoring
- Strategic recruitment planning
- Strict budget management
- Detailed quality control systems

Site Specific Planning

Our location and heritage status require specific operational protocols including:

- Comprehensive storm management procedures
- Detailed winter maintenance programme
- Plant room contingency planning
- Rigorous water quality management
- Emergency response procedures

Facilities

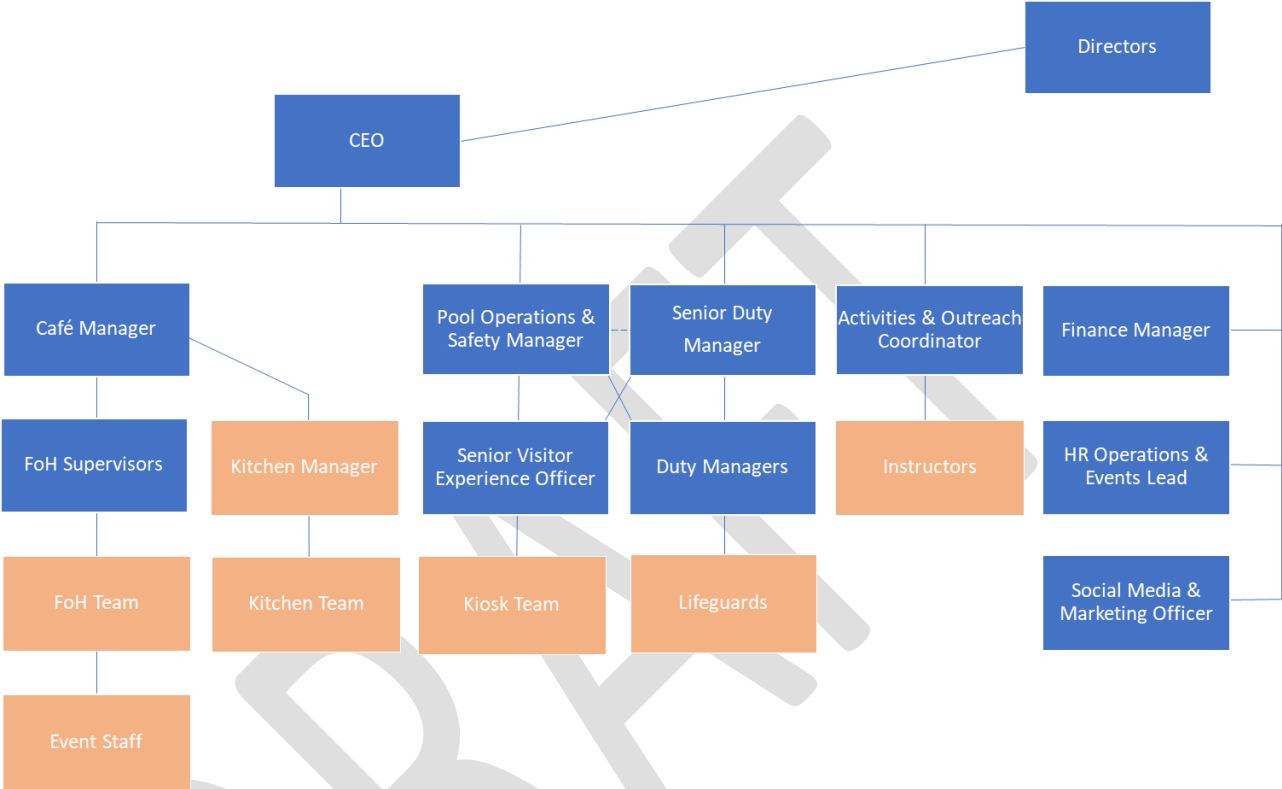
Our ongoing facilities enhancement programme remains critical to delivering exceptional customer experiences and operational efficiency. We have identified several key improvement areas to be implemented as CAPEX investments, focusing on both immediate operational needs and long-term sustainability. Our current improvement roadmap includes:

- Replacement of main pool pump
- Replacement of main catering oven in café kitchen
- Installation of covered areas to expand event and function capabilities
- Reconfiguration of café counter, kitchen, and takeaway to enhance service efficiency
- Targeted improvements to children's pool facilities

These investments align with our commitment to maintaining high-quality infrastructure while creating flexible, multi-purpose spaces that support our diverse operational needs.

9. Team Structure

Our staffing structure balances year round operational needs with seasonal fluctuations. The core team maintains continuity throughout the year, while seasonal staff support peak period operations. Clear management lines and cross training opportunities ensure operational flexibility and consistent service delivery. The structure for 2025/26 is detailed below:



10. Financial Management and Performance

Appendix E provides comprehensive financial projections based on previous performance and strategic growth targets. Our budget reflects pricing adjustments and expanded activities detailed in earlier sections.

Performance Monitoring

We maintain rigorous performance tracking through:

- Monthly budget reviews
- Quarterly director reports
- Visitor number analysis
- Customer satisfaction monitoring
- Staff performance reviews

Strategic Financial Initiatives

We will:

- Transition our financial year to January-December to reduce pressure on Senior Management Team (SMT) during peak season
- Develop targeted performance metrics for SMT
- Implement a comprehensive appraisal system
- Provide role-specific and professional development training

Our approach ensures financial accountability, operational transparency, and continuous organisational improvement.

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Appendix A – 2025/26 Ticket Structure & Prices

2025 Membership Pricelist		
Ticket	Price Categories	
Season Membership	Visitor	PZ Resident
Adult	126.00	100.80
Child	110.00	
Family Child	88.00	
Concession	110.00	88.00
DD Memberships	Visitor	PZ Resident
Adult	25.00	20.00
Child	22.00	
Family Child	18.50	
Concession	22.00	17.60
Cold Water Swim Club	10.00	
Pay Monthly	Visitor	PZ Resident
Adult	30.00	24.00
Child	18.50	14.80
Family Child	10.00	8.00
Concession	18.50	14.80
Cold Water Swim Club	15.00	

2025 PAYG Pricelist			
Ticket	Price Categories		
Main Pool (Half Day)	Visitor	Family Discount	PZ Resident
Adult	7.00		5.60
Child 8-12yrs Old	5.50	4.95	
Adult full day upgrade	3.00		
Under 3 Child	0.00	0.00	0.00
Concession (+Carer)	5.50		4.40
Inflatable Add on	2.50		
Child full day upgrade	2.50		
Geothermal Pool*	Visitor	Cornwall Resident	PZ Resident
Adult	16.00	12.00	9.60
Child	13.00	9.75	7.80
Family Child	9.00	6.75	5.40
Concession (+Carer)	13.00	9.75	7.80
*includes half day main pool access			
Activities / Classes	Visitor	Cornwall Resident	PZ Resident
AquaFit	10.00		
Yoga/Breathwork	10.00		
Sauna	6.50		
Run Club	5.00		
Circuits	8.00		
SUP Yoga	10.00		
Tai Chi	10.00		
Fun Pass	10.50		
Fun Pass Child	8.50		
All Inclusive	48.00		
Early Morning Main Pool	Visitor	Cornwall Resident	PZ Resident
Adult	4.50		3.60
Child	3.00		2.40
Concession (+Carer)	2.80		2.24

Appendix B – 2025/26 Events Programme

2025 Events Programme

April	May
4 th Open day for shareholders and Media 2-6pm 5 th Both pools and café open 7 th Easter Holidays Begin 11 th Poolside Pizza Evening 13 th Sunday session with Our Atlantic Roots 2-4pm 18 th Fish and Fizz night	4 th Glitter Beats Silent Disco 8 th Aquathlon 17 th Emily Scott Book launch and kitchen take over. 25 th WTWTA 26 th Half Term 31 st 90 th B'day Party - Company B
June	July
5 th Aquathlon 8 th Sunday Session with Jenny Bishop 14 th Summer Soaker 21 st WTWTA 28 th Mazey Day 29 th Quay day	3 rd Aquathlon 11 th Private booking wedding reception 12 th Triathlon 19 th WTWTA 21 st Summer Holidays 27 th Boundless Brothers (eve)
August	September
3 rd Marmalade Shed (eve) 7 th Aquathlon 17 th Session with Bow River (poolside) 23 rd Sea swim 24 th WTWTA	4 th Aquathlon 6 th Reserve date for sea swim 7 th Lunar Eclipse Swim 13 th Fireside Feast 14 th Cornish Singers to link in with PZ food festival 20 th Fireside Feast night 28 th Sunday session with Bow River
October	November
6 th Full moon swim 12 th Sunday session with Liam Jordan 25 th Sausage and Cider Festival 26 th Sunday Roasts start 27 th Half Term 30 th Family quiz 31 st Aqua disco and Halloween Party	2 nd Dog day 5 th Full Moon Swim 17 th Photography Workshop with Mike Newman
December	January
1 st Christmas Makers Market 4 th Full Moon Swim 8 th Ghost net and rope wreath making workshop 11 th Christmas party night 12 th Christmas party night 18 th Christmas party lunch/pm 19 th Christmas Party night 20 th Glitter Beats Silent Disco 21 st Solstice swim 24 th Christmas Eve dip	1 st New Years Day Dip
February	March
Full moon swim Half Term Book Reading and kids craft workshop Sunday session	Full Moon Swim Print Workshop with Lou Tonkin <u>Mothers Day</u> Sunday session

Appendix C – 2025/26 Activities Timetable

[illegible]

Appendix D – 2025/26 Opening Hours

Opening Hours 2025-26

Month	Main Pool	Kids Pool	Geo Pool	Cafe
April**	10:00 – 17:00	Closed	10:00 – 17:00	10:00 – 16:00
May	10:00 – 17:00	Closed	10:00 – 17:00	10:00 – 16:00
June	10:00 – 17:00	Closed	10:00 – 17:00	10:00 – 16:00
July	10:00 – 18:00	11:00 – 17:00	10:00 – 18:00*	10:00 – 18:00*#
August	10:00 – 18:00	11:00 – 17:00	09:00 – 18:00*	10:00 – 18:00*#
September	10:00 – 17:00	Closed	10:00 – 17:00	10:00 – 16:00
October	10:00 – 17:00	Closed	10:00 – 17:00	10:00 – 16:00
November	08:30 – 10:00			10:00 – 16:00
December	08:30 – 10:00			10:00 – 16:00
January**	08:30 – 10:00			10:00 – 16:00
February**	08:30 – 10:00			10:00 – 16:00
March**	08:30 – 10:00			10:00 – 16:00

Key:

- * Twice weekly late opening throughout the summer
- ** Monthly Full Moon Swims and weekly Cold Water Swim Club will continue year round
- # A café outlet will be open until this time (Café or takeaway)

Appendix E – 2025/26 Financial Projections

JUBILEE POOL

Model start date	01/04/2025
Projected period first month end	30/04/2025

Input cells that can be altered

Pool Sales													
Main pool takings	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	Total / Ave.
A x B - Main pool takings (4000)	3,843	5,194	5,027	26,702	40,714	5,310	2,013	298	500	150	200	300	
Geothermal pool takings	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	386,648
A x B - Geothermal pool takings (4001)	37,804	47,733	52,682	77,898	90,320	51,319	27,993	900					
Class and Lessons takings	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	14,507
A x B - Class/Lessons takings (4003)	490	1,639	2,597	2,491	4,036	1,750	1,504						
Retail Sales	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	41,500
A x B - Retail takings (Taken from Digi)	800	5,000	6,000	7,500	11,000	5,000	4,000	500	1,000	100	500	100	
Other pool related income (inc Merch)	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	16,662
Events (4004)		700	350	350	6,100	942	1,550	4,750	640		640	640	
Memberships (4008)	1,129	4,715	884	1,228	1,024	412	2,563	392	392	392	392	392	13,915
Gift Vouchers (4012)	100	300	300	300	150	150	150	150	550	100	100	250	2,600
Weddings				1,800		1,800	3,500					3,500	10,600
Courses		2,200									900		3,100
Sauna	1,050	1,787	1,787	2,910	3,624	2,817	2,030	200	190	160	160	160	16,875
Private hire (4005)		600	1,000	700	1,000	600	600	500	500		500	500	6,500
Total Other Pool Income	2,279	10,302	4,321	7,288	11,898	6,721	10,393	5,992	2,272	652	2,692	5,442	70,252
	45,216	69,868	70,627	121,879	157,968	70,100	45,903	7,690	3,772	902	3,392	5,842	603,158
Carpark Income (4010)	2,500	4,500	6,000	10,000	10,000	8,750	6,500	5,000	2,000	800	1,000	1,200	58,250
Gross pool sales based on assumptions above	47,716	74,368	76,627	131,879	167,968	78,850	52,403	12,690	5,772	1,702	4,392	7,042	661,408
Pool cost of Sales (excluding wages)													
Retail (taken from Digi)	360	2250	2700	3375	4950	2250	1800	225	450	45	225	45	18,675
Pool (5000)	1,134	1,432	1,580	2,337	2,710	1,540	840	27	0	0	0	0	11,599
Events (15% of sales)	0	105	53	53	915	141	233	713	96	0	96	96	2,499
Classes - equipment (10% of sales)	49	164	260	249	404	175	150	0	0	0	0	0	1,451
Pool cost of sales as a % of pool sales	1,543	3,951	4,593	6,014	8,978	4,106	3,023	965	546	45	321	141	34,224
Pool chemicals costs	3.0%	% of main and geothermal pool sales											
Exercise class costs	1.0%	% of exercise class sales											
Wedding costs	5.0%	% of wedding sales											
Other pool cost of sales	1.0%	% of events, room hire and other pool related income											
Retail stock cost	45.0%												
Gross Margin													
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	627,183
Pool Income - Pool Cost of sales	46,173	70,417	72,034	125,866	158,990	74,744	49,380	11,725	5,226	1,657	4,071	6,901	

Pool staff costs													
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Pool variable staff costs													
Total gross pay	-	3,030	10,166	15,411	24,705	24,543	8,000	1,846	451	104	104	104	88,464
Holiday pay	-	366	1,227	1,860	2,982	2,962	966	223	54	13	13	13	10,678
Total pool variable staff gross pay (incl holiday pay)	-	3,396	11,393	17,271	27,687	27,505	8,966	2,069	505	117	117	117	99,142
Employer NIC costs	-	102	456	345	554	550	90	21	5	1	1	1	2,126
Employer pension costs	-	-	-	-	-	-	-	-	-	-	-	-	0
Total pool variable staff costs	-	3,498	11,849	17,617	28,241	28,055	9,055	2,090	510	118	118	118	101,267
Pool fixed staff costs													
Total gross pay	20,047	20,047	20,047	19,131	19,131	19,131	19,131	19,131	19,131	19,131	19,131	19,131	232,320
Employer NIC costs	2,507	2,507	2,507	2,369	2,369	2,369	2,369	2,369	2,369	2,369	2,369	2,369	28,843
Employer NIC costs - EMPLOYER ALLOWANCE CREDIT	(2,507)	(2,507)	(2,507)	(2,507)	(2,507)	(2,507)	(2,507)	(2,507)	(2,507)	(937)			-23,500
Employer pension costs	401	401	401	383	383	383	383	383	383	383	383	383	4,646
Total pool fixed staff costs	20,448	20,448	20,448	19,376	19,376	19,376	19,376	19,376	19,376	20,946	21,883	21,883	242,310
													0
Total pool staff costs	20,448	23,945	32,296	36,992	47,617	47,431	28,431	21,466	19,886	21,064	22,001	22,001	343,577
Pool staffing total	9,330	12,360	19,496	23,825	33,119	32,957	16,414	10,260	8,865	8,518	8,518	8,518	192,180
Labour to Income as % Pool	20	17	25	18	20	42	31	81	154	500	194	121	1,222
Pool Contribution													
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Gross margin - Total staff costs	25,725	46,471	39,738	88,873	111,373	27,313	20,949	-9,740	-14,660	-19,407	-17,930	-15,100	283,606

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Café Sales													
Core café sales	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
A Total Café Sales	30,000	41,032	35,057	52,252	69,303	52,500	31,500	23,100	26,250	10,500	22,050	24,150	417,695
B Total Takeaway sales	1,000	1,000	1,000	2,800	2,800	1,000	600						10,200
C Total Event sales	2,000	2,000	1,500	1,000	2,000	1,500	2,000		2,000				14,000
	33,000	44,032	37,557	56,052	74,103	55,000	32,100	23,100	26,250	10,500	22,050	24,150	437,895
Cafe cost of Sales (excluding wages)													
	% of sales												
Café cost of sales as a % of café sales	11,550	15,411	13,145	19,618	25,936	19,250	11,235	8,085	9,188	3,675	7,718	8,453	153,263
Core café purchases	36.0%	% of core café sales takeaway											
Poolside purchases	36.0%	% of poolside sales											
Other café cost of sales	1.5%	% of all other café sales											
Gross Margin													
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Cafe Income - Cafe Cost of Sales	£21,450	£28,621	£24,412	£36,434	£48,167	£35,750	£20,865	£15,015	£17,063	£6,825	£14,333	£15,698	284,632
Cafe staff costs													
Café variable staff costs	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Gross pay café staff	9,200	9,200	10,000	11,600	15,000	18,000	10,000	9,200	12,000	7,000	9,200	9,200	129,600
Gross pay event staff		200	200	200	300	300			300				1,500
Holiday pay	1,110	1,310	1,407	1,600	2,111	2,473	1,207	1,110	1,748	845	1,110	1,110	17,143
Total Gross Pay (incl holiday pay)	10,310	10,710	11,607	13,400	17,411	20,773	11,207	10,310	14,048	7,845	10,310	10,310	148,243
Employer NIC costs	516	536	580	938	1,219	1,454	560	516	421	314	516	516	8,084
Employer pension costs													0
Total cafe variable staff costs	10,826	11,246	12,187	14,338	18,629	22,227	11,767	10,826	14,470	8,159	10,826	10,826	156,327
Cafe fixed staff costs	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Estimate total gross pay	5,653	5,653	5,653	5,653	5,653	5,653	5,653	5,653	5,653	5,653	5,653	5,653	67,836
Employer NIC costs	660	660	660	660	660	660	660	660	660	660	660	660	7,924
Employer pension costs	113	113	113	113	113	113	113	113	113	113	113	113	1,357
Total cafe fixed staff costs	6,426	6,426	6,426	6,426	6,426	6,426	6,426	6,426	6,426	6,426	6,426	6,426	77,116
Total cafe staff costs	17,252	17,672	18,614	20,764	25,056	28,653	18,194	17,252	20,896	14,585	17,252	17,252	233,443
Labour to Income as %	52	40	50	37	34	52	57	75	80	139	78	71	764
Cafe Contribution													
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Gross margin - Total staff costs	4,198	10,948	5,799	15,669	23,111	7,097	2,671	-2,237	-3,834	-7,760	-2,920	-1,555	51,188
Total Contribution													
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026	
Gross margin - Total staff costs	29,923	57,420	45,536	104,543	134,485	34,410	23,620	-11,978	-18,494	-27,167	-20,849	-16,654	334,794

Overheads (excluding wages)												
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026
Accountancy fees (7602)								11,000				11,000
Bank charges/Transaction Fees (7909)	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542
Cleaning and refuse (7801)	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417
Water (7102)	833	833	833	833	833	833	833	833	833	833	833	833
Geo GEL Electricity (7199)			8,000			8,000			8,000			8,000
Electricity (7200)	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Equipment and materials (7700)	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Legal and consultancy fees (7603) /Professional fees (7604)		1,000								1,000		
Rent and rates (7103)												500
Repairs and maintenance (7800)	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Staff training and welfare (incl PPE) (8203)	458	458	458	458	458	458	458	458	458	458	458	458
Stationery, postage and printing (7500)	167	167	167	167	167	167	167	167	167	167	167	167
Subscriptions (8201)/Licences & Permits (8202)			500			500			500			500
Sundry (8250)	250	250	250	250	250	250	250	250	250	250	250	250
Insurance (7104)				22,000								22,000
Security (7203)	729	729	729	729	729	729	729	729	729	729	729	729
Telephone and broadband (7550)	458	458	458	458	458	458	458	458	458	458	458	458
ICT Infrastructure and consumables (7552)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Ticketing Services (7551)	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095	1,095
Marketing and PR (7553)	500	500	500	500	500	500	500	500	500	500	500	500
H&S Compliance (7600)	800	800	800	800	800	800	800	800	800	800	800	800
Uniform (7704)			2,000									2,000
Well maintenance (7803)			3,750			3,750			3,750			3,750
Heat Purchase agreement (7201)			7,813			7,813			7,813			7,813
Shop Fitting & Consumables (7701)		100	100	100	100	100						
LLB Project	1,666	1,666	1,666	1,666	1,666	1,670						
	16,915	18,015	39,078	39,015	17,015	37,082	15,249	26,249	35,312	16,249	15,249	37,812
												313,240
Grants & Donations												
Donations												0
Grants	10,000							4,000	30,000		10,000	44,000
Total Donations & Grants	10,000	0	0	0	0	0	0	4,000	30,000	0	10,000	54,000
Total Contribution												
	30/04/2025	31/05/2025	30/06/2025	31/07/2025	31/08/2025	30/09/2025	31/10/2025	30/11/2025	31/12/2025	31/01/2026	28/02/2026	31/03/2026
	23,008	39,405	6,459	65,527	117,470	-2,672	8,371	-34,227	-23,806	-43,416	-26,099	-54,466
												75,554
Loans					0							
Interest	3,200	3,200	4,050	3,200	3,200	4,050	3,200	3,200	4,050	3,200	3,200	4,050
Depreciation	4,177	4,177	4,177	4,177	4,177	4,177	4,177	4,177	4,177	4,177	4,177	4,177
												41,800
												50,124
Net Profit												
	15,631	32,028	-1,768	58,150	110,093	-10,899	994	-41,604	-32,033	-50,793	-33,476	-62,693
												-16,370

DATED

AGREEMENT

Between

Penzance Town Council

and

Jubilee Pool Penzance Limited

This agreement is dated

Parties

- (1) PENZANCE TOWN COUNCIL of Penlee Centre, Penlee Park, Penzance, Cornwall, TR18 4HE (**PZTC**)
- (2) JUBILEE POOL PENZANCE LIMITED a community benefit company registered at Companies House (number RS007500) and registered with the Financial Conduct Authority (number 7500) whose registered office is at Jubilee Pool, Battery Row, Penzance TR18 4FF. (**JPPL**)

BACKGROUND

- (A) The Jubilee Pool is an iconic structure and public facility within the parish of Penzance. Following significant storm damage in 2014 and subsequent investment and refurbishment work, the maintenance and operation of the Jubilee Pool was transferred from Cornwall Council to JPPL in 2017.

Whilst a number of different transfer options with different partners were explored, it was felt that a transfer to JPPL would provide the focused and detailed management of the facility which would be required to operate it to a high standard befitting the structure and its status within the parish.

In addition to this, it was identified that JPPL would be able to access funding streams unavailable to other potential “owners” in order to raise the desired funds to progress a Geothermal Project which has the potential to further enhance the facility with a wider and significant benefit to the parish as a whole.

- (B) The parties wish to enter into an agreement to provide a number of parameters which need to be satisfied in order for JPPL to receive the full amount of funding approved by PZTC. The parties would like to be clear that noncompliance with any of the obligations set out in this agreement could mean that approved funding is withheld pending a decision by the members of the PZTC.

The parties note that PZTC need to approve public finances to support Jubilee Pool and as such it needs to be clear as to the obligations and requirements in order for it to do so. This agreement aims to reassure Penzance Town Council that public funding is being utilized solely to enhance and support the public amenity elements of the Jubilee Pool and to ensure that the Jubilee Pool is being operated in such a way to ensure a safe and secure environment for the users of the facility, managed in a financially appropriate manner and operated and maintained to an appropriately high standard.

- (C) This agreement is not a commitment of funds nor does satisfying the requirements within this agreement mean that any application will be automatically be approved. Compliance with the terms of this agreement will serve to support any application made to PZTC but it is acknowledged that the final decision will be made by a vote of the members of PZTC.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 3 (Commencement and duration). **control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

day: a period of 24 consecutive hours starting at 9:00AM.

month: a calendar month.

PZTC Funding: means the following:

For the period 1 April 2025 to 31 March 2026 - £40,000 to be provided pursuant to the terms of this agreement.

week: any period of seven consecutive days.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. PZTC Funding

- 2.1 PZTC Funding may be paid by PZTC to JPPL at PZTC's absolute discretion in accordance with this agreement.
- 2.2 Funding for the period 1 April 2025 to 31 March 2026 of £40,000 shall be paid by PZTC to JPPL on signature of this agreement subject to a retention of 25% (£10,000) to be paid on receipt by PZTC of the accreditation report and certification referred to in Clause 5.4.

3. Commencement and duration

This agreement shall be deemed to have commenced on 1st April 2024 (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 13 (**Termination**), until 31 March 2026 when it shall, subject to clause 14.2, terminate automatically without notice.

4. Indemnity

- 4.1 JPPL shall indemnify PZTC against all liabilities, costs, expenses, damages and losses suffered or incurred by PZTC arising out of or in connection with:
 - (a) JPPL's breach or negligent performance or non-performance of this agreement;
 - (b) the enforcement of this agreement;
 - (c) any claim made against PZTC by a third party arising out of or in connection with the provision of the services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in

performance of this agreement by JPPL, its employees, agents or subcontractors;

- (d) any claim made against PZTC by a third party for death, personal injury or damage to property arising out of or in connection with defective goods, to the extent that the defect in the goods is attributable to the acts or omissions of JPPL, its employees, agents or subcontractors.

4.2 This indemnity shall apply whether or not PZTC has been negligent or at fault.

5. JPPL Obligations

The following conditions and requirements set out in this clause 5 are obligations which must be adhered to by JPPL in order to obtain and retain the PZTC Funding:

5.1 Maintaining sufficient levels of management of JPPL

- (a) JPPL will ensure that PZTC's representative has a permanent place on the JPPL board;
- (b) JPPL must ensure that Jubilee Pool is managed in a financially appropriate manner; and
- (c) JPPL must ensure that Jubilee Pool is operated and maintained to an appropriately high standard.

5.2 Maintaining discounted pricing for residents of Penzance Parish

- (a) Details of the discounted pricing must be made available to PZTC as part of a bi-annual report as detailed in clause 7.1(a) and alongside any request for funding so that it can be assessed in full.
- (b) The Jubilee Pool pricing structure should ensure that the pool is easily accessible for residents of the parish. As part of review and reporting JPPL must provide PZTC with evidence that this has been put in place.
- (c) JPPL utilise funding to maintain the concession scheme providing free access to Jubilee Pool for all under 16s in the Penzance Parish.

5.3 PZTC Funding to be utilised solely for support of the amenity element of the operations (i.e. the pool)

- (a) Funds approved by PZTC must not be used to support or facilitate any operation of the café element of the Jubilee Pool.
- (b) All funding from PZTC must be used to support or facilitate the public amenity element of the Jubilee Pool for operational and maintenance purposes and not to support capital projects.

5.4 Achieving and maintaining industry accreditation

- (a) JPPL must demonstrate that they have achieved and maintained a suitable leisure industry accreditation on or before 31 December 2025 (an example of which would be Quest accreditation or similar equivalent). Evidencing this will help to provide PZTC with the knowledge that the pool is being operated in line with leisure industry standards and best practice.
- (b) A copy of the relevant accreditation report and certification should be provided to PZTC on an annual basis.

5.5 Commitment not to use single use plastics

JPPL undertake to maintain minimal use of single use plastics in line with the Plastic Free Penzance Events Charter.

5.6 Provision of an operational point of contact for the Town Council

Occasionally, operational issues are reported to PZTC and it will be necessary to have a monitored email address and point of contact to forward any communications and to relay back to PZTC any remedial action required or taken by JPPL to those reports.

5.7 Pre-season and Post season report to the Town Council

- (a) Reports to be provided by JPPL to PZTC must identify operational programmes and events throughout the season as well as a forward plan on how to address any projected shortfalls in income.

Report to be provided by JPPL to PZTC no later than 31 October for the previous season should report on the operational performance of the pool against its preseason targets and provide details on any variations as well as a forward plan detailing winter operational and maintenance programmes.

Further detail on the reporting requirements can be found at clause 7.

5.8 Ensuring that all lifeguards are National Pool Lifeguard Qualification (NPLQ) trained and maintain their qualification whilst working at the pool.

This should be evidenced by the provision of training records which should be held as part of the Normal Operating Plan (NOP) document and made available to PZTC on request.

5.9 Compliance with all Pool Water Treatment Advisory Group (PWTAG) and HSE requirements with safe pool water treatment and operations

- (a) Sample pool testing records and details of chemical treatment and dilution regimes and schedules to be provided as part of the NOP document and evidenced by a sample of testing and treatment records.
- (b) In addition to this, recommendations and good practice highlighted in these documents should be incorporated into the operation of the Jubilee Pool from an operational and management perspective.

5.10 Normal Operating Procedure Document and Emergency Action Plan

- (a) A “Normal Operating Procedure Document” and an “Emergency Action Plan” should be standard documents for a potentially dangerous environment such as a swimming pool and must be in place on the commencement date and remain in place at all times.
- (b) Copies of these documents must be immediately provided by JPPL to PZTC upon request.

5.11 As a significant source of external funding PZTC should be recognized on all marketing and promotional material including social and printed media

Funding obtained from the Town Council belongs to the residents of Penzance Parish and as such it is important to acknowledge this public contribution on all marketing and promotional material. The format and prominence of this acknowledgement should be agreed in advance with the Town Clerk and PZTC’s Communications Officer.

6. Health and Safety

- 6.1 All Health and Safety, operational and maintenance responsibilities remain the sole responsibility of JPPL and they must ensure that Jubilee Pool is operated in such a way to ensure a safe and secure environment for the users of the facility.

7. Reporting

- 7.1 JPPL will be required to prepare and produce to PZTC on an annual basis as follows:

- (a) End of Financial Year this report should set out what maintenance and improvement work has been completed over the winter period and what activities have been programmed for the summer season including key events and activities. The report should also provide details of the

upcoming pricing structure and opening hours. The report should provide details of throughput projections for different user groups and where lower figures are identified, reason for the drop should be identified alongside plans to mitigate the financial impact. An End of Financial Year should also include the previous year's externally audited accounts and;

- (b) Prior to the setting of the levels and release of any PZTC Funding a forward projection of JPPL's financial position should also be presented which will be reviewed by PZTC when considering any future grant awards to JPPL.

8. Effects of the JPPL's failure to comply with obligations at clause 5

8.1 In the event of JPPL's failure to comply with any of the obligations set out in clause 5 PZTC would have the right to:

- (a) terminate this agreement in accordance with clause 13; and
- (b) stop any payment of any part of the PZTC Funding which had not yet been paid to JPPL; and
- (c) withdraw from any obligation or commitment to pay any part of the PZTC Funding now or in the future.

9. Inadequacy of damages

Without prejudice to any other rights or remedies that PZTC may have, JPPL acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by JPPL. Accordingly, PZTC shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

10. Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation, any event which causes significant damage to the Jubilee Pool by natural or manmade incidents. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this agreement by giving five days' written notice to the affected party unless otherwise varied by the parties in accordance with clause 17.

11. Assignment and other dealings

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

12. Confidentiality

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five days after being notified to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

- (c) the other party commences or threatens any type of insolvency proceedings;
- (d) there is a change of control of the Jubilee Pool.

13.2 For the purposes of clause 13.1(a), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 5,

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

13.3 Without affecting any other right or remedy available to it, PZTC may terminate this agreement on giving not less than one months' written notice to JPPL.

14. Survival

14.1 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14.2 Termination or expiry of this agreement shall not terminate the obligations of JPPL set out in this agreement which have yet to be performed.

15. Entire agreement

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. Costs

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution and registration of this agreement and any documents referred to in it.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21. No partnership or agency

21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and

perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

23. Time of the essence

Time is of the essence for all times, dates and periods specified in this agreement or substituted for them.

24. Notices

24.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following email addresses at james.hardy@penzance-tc.gov.uk
- (c) contact@jubileepool.co.uk

24.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 36.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 A notice given under this agreement is not valid if sent by email.

25. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. Third party rights

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

27. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

29. England and Wales: ad hoc arbitration

29.1 Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this agreement, shall be finally resolved by arbitration. It is agreed that:

- (a) the tribunal shall consist of an arbitrator (who has the relevant qualifications and expertise);
- (b) in default of the parties' agreement as to the arbitrator(s), the appointing authority shall be the Chartered Institute of Arbitrators in London;
- (c) the seat of the arbitration shall be the closest available to the parties;
- (d) the law governing this arbitration agreement shall be English; and
- (e) the language of the arbitration shall be English.

29.2 All costs incurred by both parties during the arbitration process shall be paid by JPPL.

This agreement has been entered into on the date stated at the beginning of it.

Signed by
on behalf of **PENZANCE TOWN COUNCIL**
.....

(Signature)

Signed by
on behalf of **PENZANCE TOWN COUNCIL**
.....

(Signature)

Signed by
on behalf of
JUBILEE POOL PENZANCE LIMITED
.....

(Signature)

Signed by
on behalf of
JUBILEE POOL PENZANCE LIMITED
.....

(Signature)

PENZANCE COUNCIL – 21 JULY 2025**REPORT FOR DECISION****URGENT DECISION UNDER FINANCIAL REGULATION 5.18 FOR CCTV
REPAIRS AND FURTHER VIREMENT OF FUNDS**

Our Culture	Our Decision Making	Our Environment	Our Money	Our People	Our Places	Our Resilience & Wellbeing
						
	✓		✓			

Recommendation:

1. It be noted that, in accordance with Financial Regulation 5.18, the Town Clerk exercised his delegated authority to authorise unbudgeted expenditure, to the value of £1,139.20, to meet the cost of emergency technical works to reinstate CCTV camera functionality.
2. The use of up to £5,000 be approved from the CCTV Repair and Replacement earmarked reserve to spend against the CCTV Repair and Replacement Budget (2200/2/4) to meet the cost of this overspend and to provide a budget for any future additional works.

Background:

At its meeting held on 15 January 2024 Penzance Council resolved that:-

1. Penzance Council, in partnership with Hayle and St Ives Town Councils, enter into a contract with Infinitus Security and Training Ltd for the provision of a single CCTV monitoring service from the Island Centre, St Ives.
2. Penzance Council, in partnership with Hayle and St Ives Town Councils, enter into a contract with Enerveo Ltd for the provision CCTV maintenance.

Subsequently the West Cornwall CCTV Monitoring Centre was launched in January 2025 and has significantly improved partnership work and public safety across the three towns. With further improvements linked to the delivery of Street Marshalls and the BID's impending relaunch of Town Radios.

Although significant investment was made into the Monitoring and Control room infrastructure prior to launch, the town's camera infrastructure and connectivity is based on the historic and inherited system. Following identified camera issues, a request from Cornwall Council to relocate radio masts and infrastructure from the old St Johns Ambulance Building prior to sale and the fact key infrastructure is located on Fountain Court which is planned for demolition, additional work was undertaken by Enerveo to replace faulty transmitters and relocate equipment.

Due to the urgent need to reinstate CCTV functionality the Town Clerk subsequently exercised his delegated authority, in line with Financial Regulation 5.18, to approve unbudgeted expenditure to the value of £1,139.20 for a total contract value of £6,139.20, for the required technical works delivered by Enerveo (£5,000 was allocated to the budget line 2200/2/4). A further virement of £5,000 is requested from the CCTV Repair and Replacement earmarked reserve to the CCTV Repair and Replacement Budget (2200/2/4) to provide budget for any future additional works. After the £1,139.20 this would allow £3,860.80 to spend on any other urgent work until a future meeting.

The balance of the CCTV Repair and Replacement reserve is currently at £23,762 and would reduce to £18,762 if this resolution is approved.

James Hardy
Town Clerk