

Heads of Terms

**Mill Adventure Base
Kings Mill Reservoir
Sutton in Ashfield Notts NG17 4PA
Subject to Contract and formal Committee Approval**

PREMISES

- 1. Address:** Mill Adventure Base, Sutton Road, Sutton in Ashfield, Notts , NG17 4PA
- 2. Description:** Land comprising approximately 0.87 hectares as currently demised for the purposes of Adventure and Heritage centre including two bridges to access the adjacent land and reservoir. Together with rights of access and connection to utilities. Rights for NCC customers to park in adjacent car parks both current and proposed.
- 3. The Demise and Area:** Identified on attached lease plan (to be provided by ADC for approval) outlined in red.

PARTIES

- 4. Landlord:** Ashfield District Council
Urban Road
Kirkby in Ashfield
Notts
NG17 8DA
- 5. Landlord's Agent:** Nigel Gregory 01623 457514
Email: N.Gregory@ashfield.gov.uk
- 6. Landlord's Solicitor:** TBA
- 7. Lessee:** Nottinghamshire County Council
County Hall
Loughborough Road
West Bridgford
Notts
NG2 7QP
- 8. Tenant's Solicitor:** Catherine Haywood
Nottinghamshire County Council
County Hall
Loughborough Road
West Bridgford
Notts
NG2 6BJ

Direct Line Tel: 0115 977 2915
Catherine.Haywood@nottsccl.gov.uk

DX 723420 West Bridgford 2

LEASE

- 9. Type:** Protected under Landlord and Tenant Act 1954 security of tenure provisions
- 10. L&T 1954 Security of Tenure** Yes
- 11. Term:** 20 years with effect from award of HLF Grant.
- 12. User:** Adventure centre and heritage centre including café together with rights to launch boats and other recreational purposes in connection with the permitted use. Camping, climbing centre and cycle training.
- 13. Alienation:** Assignment of whole and subletting of part permitted subject to landlord consent such consent not to be unreasonably withheld
- 14. Underletting:** As required in connection with the core purpose. Sharing with group companies. Sharing with ADC limited to no more than 8 hours per calendar month.
- 15. Rent:** £650 per annum exclusive subject to rent review every 5 years in line with CPI.
- 16. Break:** On termination of the service on 6 months' notice. Clawback of grant in sum of £145,575 will apply for 20 years only reducing annually by 5 per cent.
- 17. Partnership Agreement:** Both parties to enter into partnership agreement to cover provision of a ranger service for 3 years. Ranger reports to manager of Adventure Base. ADC to indemnify NCC against any redundancy cost applicable on termination of the contract funded by HLF.
NCC may undertake weed cutting to facilitate launch of boats under an agreed protocol but will not be under an obligation to provide this service.
- 18. VAT:** Yes if applicable
- 19. Service Charge:** Not applicable.
- 20. Insurance:** Tenant insures the premises with a reinstatement figure plus public liability insurance, employers' liability and property owners insurance. Cover provided by NCC block policy.
- 21. Rates and Other Outgoings:** Payable by Tenant.
- 22. Repairs and Maintenance:** Tenant to maintain in good repair and condition save for any works covered by a collateral warranty/ADC indemnity undertaken as part of HLF grant.
- 23. Tenant's Alterations:** Structural or external alterations with consent. Internal non structural without landlord's consent.

- 24. Legal costs:** Each party to bear their own costs.
- 25. Licence for works :** Tenant to grant licence to ADC to enter the site and undertake works as part of an obligation under terms of HLF grant subject to approved drawings and specification including but not limited to works to the heritage centre and signage. The licence to include usual indemnities. Schedule of condition to be prepared prior to commencement at ADC cost.
- 26. Planning:** Tenant to apply for any necessary consent relevant for its proposed use save for works covered by current grant application.

These Heads of Terms are subject to contract and Committee authority.