

REPORT OF THE LEADER OF THE COUNTY COUNCIL**BESTWOOD COUNTRY PARK – PROPOSED LEASE OF MULTI USE
SPORTS AREA (MUSA)****Purpose of the Report**

1. To seek approval to a 25 year lease of 1,630 square metres at Bestwood Country Park to Bestwood St Albans Parish Council for the siting and use of multi-use sports equipment.

Information

2. The Parish Council wish to lease an area of land for a term of 25 years to construct a Multi-use Sports Area on County Council owned land at Bestwood Country Park. The Parish Council is receiving a grant from the Authority's Local Improvement Scheme Fund for the full costs of the equipment which will be available for community use. The agreed terms for the lease are contained in **Appendix 1**.

Other Options Considered

3. Rejection of the proposal. This would be contrary to the Authority's Arts & Sports Development Strategy.

Reason/s for Recommendation/s

4. To assist in the delivery of a Multi-Use Sports Area for public access. The proposal accords with the Authority's Arts & Sports Development Strategy.

Statutory and Policy Implications

5. This report has been compiled after consideration of implications in respect of crime and disorder, data protection and information governance, finance, human resources, human rights, the NHS Constitution (public health services), the public sector equality duty, safeguarding of children and adults at risk, service users, smarter working, sustainability and the environment and where such implications are material they are described below. Appropriate consultation has been undertaken and advice sought on these issues as required.

Financial Implications

6. The Parish Council will be responsible for ongoing maintenance as described in **Appendix 1**.

RECOMMENDATION

- 1) That approval is given to the grant of a 25 year lease of 1,630 square metres at Bestwood Country Park to Bestwood St Albans Parish Council for the siting and use of multi-use sports equipment.

Cllr Mrs Kay Cutts MBE
Leader of the County Council

For any enquiries about this report please contact: David Hughes, Service Director, Investment & Growth, Tel: 0115 9773825

Constitutional Comments [CEH 25/05/2018]

7. The recommendation falls within the delegation to Policy Committee. When considering the recommendation the Committee should consider that when granting any rights or interests in land the Council is under an obligation to consider the effect on the value and use of the Council's retained land and appropriate value for the right or interest must be obtained.

Financial Comments [RWK 24/05/2018]

8. The financial implications are set out in **Appendix 1**.

Background Papers and Published Documents

None.

Electoral Division(s) and Member(s) Affected

Ward(s): Newstead
Member(s): Councillor Chris Barnfather

BESTWOOD COUNTRY PARK – PROPOSED LEASE OF MULTI USE SPORTS AREA (MUSA)

Information

1. The Heads of Terms for the proposed lease are detailed below:

Landlord	Nottinghamshire County Council
Lessee	Bestwood St Albans Parish Council
Premises	1,630 square metres or thereabouts at Bestwood Country Park shown hatched on the attached plan.
Term	25 years with effect from an early date to be agreed. * Note: The lease will be contracted out of sections 24 to 28 of the Landlord and Lessee Act 1954, Part II (as amended).
Rent	1 peppercorn per annum (if demanded).
User	The premises are to be used solely for the siting of multi-use sports equipment.
Hours of use	Dawn to dusk, daily.
Equipment	The Lessee will at its own expense provide a suitable grounds surface and play equipment on the Premises to the satisfaction of the Landlord. The Lessee will undertake all appropriate safety checks and maintenance. Any additional items of equipment shall only be provided with the agreement of the Landlord.
Notices	The Lessee will be responsible for the provision of all signage detailing the equipment authorised for use by the public and all restrictions / conditions relating to that use. Such signage will also include the appropriate contact details of the Lessee.
Outgoings	The Lessee will be responsible for all outgoing in connection with the use of the Premises.
Access	Access to the Premises is to be via the public surfaced pathways within the Country Park. The Lessee will not park or store any equipment on the public surfaced pathways or cause these to be inaccessible to other Country Park users.

Maintenance	The Lessee will be responsible for all maintenance within the leased area, including the boundary. This includes grass cutting, litter picking etc., but excludes the paths within the lease area.
Insurance	The Lessee will maintain adequate insurance for the play equipment and surface together with all necessary public liability insurance (to the reasonable satisfaction of the Landlord), and indemnify the Landlord against any claims arising from the use of the Premises and equipment thereon, howsoever arising.
Alienation	The Lease may not be assigned.
Costs	The Lessee to be responsible for the Landlord's legal costs in connection with the preparation of the lease document.
Reinstatement	On expiry of the Lease all the Lessee is to remove all equipment and restore the grounds surface to its original state.