

1. **Adapted Sports Hub** (Pages 2 – 6)
2. **Adapted Sports Hub Plan** (Page 7)
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BOROUGH COUNCIL OF KING'S LYNN AND WEST NORFOLK

RECORD OF DECISION TAKEN BY OFFICERS UNDER DELEGATED POWERS

This is a record of a decision taken by an officers under delegated powers and where necessary taken in consultation with members and officers.

REPORT TITLE:	Agreement for a Lease of land at Greenpark Avenue, Kings Lynn PE30 2NB – Adapted Sports Hub
OPEN/EXEMPT	Open
LEAD OFFICER	Jason Birch
IS DECISION SUBJECT TO CALL IN?:	Yes
DATE DECISION ADVERTISED:	16 July 2025
DATE OF DECISION:	23 July 2025
DEADLINE FOR CALL IN:	30 July 2025
PRE-SCREENING EQUALITY IMPACT ASSESSMENT COMPLETED:	YES/NO
Delegated Power Specify the delegated power being exercised by reference to the Scheme of Delegation or the Council body minute and date. Scheme of Delegation April 2025 2.12 Management and maintenance of council owned property assets (not Industrial Estates) (including but not limited to King's Court, Town Hall, the Depot, community centres, crematorium and cemeteries Chief Officers Management of Council property interests together with the ability to authorise all related property transactions at market rent/value. Subject to: <ul style="list-style-type: none">• Acquisition or disposal of freehold land up to £499,999.• Acquisition or disposal of leasehold land up to an annual rental value of £499,999*• Discharge or relaxation of freehold or leasehold covenants.• Determine all applications for the assignment of lease agreements**.• To approve or refuse applications to the Council as Landlord for any approval or consent• Authorise non-Housing Act tenancies and licences• Authorise the applications to release or relax restrictive covenants attached to houses formally owned by the Council•	
Decision Taken Specify precise details of the decision taken. To grant a conditional agreement so that the council are legally obliged to grant a lease to Adapted Sports Hub Trust (registered charity 1200560) of Alive Lynnsport Greenpark Avenue King's Lynn Norfolk PE30 2NB once conditions have been satisfied. The Conditions are as follows: <ol style="list-style-type: none">1. The proposed tenant to demonstrate that it has secured funding for the construction of an adaptive sports hub, in accordance with planning permission which was granted in 2024 (23/02052/FM) at a minimum of £2,975,000.2. Condition 1 to be satisfied within 24 months of the agreement. The terms of the lease to be granted are :	

- Term – 125 years
- Rent - a peppercorn until practical completion of the building and then £5,000pa thereafter (agreed market rent reflecting restricted use).
- Rent Review- Upwards only rent review every 25 years to the open market rental value of the land.
- Use – Restricted to multi-use sports and community facility with adapted facilities for those with severe learning or physical disabilities. Not to directly compete with Lynnsport.
- Alienation – BCKLWN to have right of first refusal before assignment or underletting of the whole.
- Other terms as per the agreed Heads of Terms.

Reasons for the Decision

The borough council has been approached by a Registered Charity seeking a ground lease of a parcel of land, at Lynnsport (King's Lynn) upon which an Adapted Sports Hub can be constructed. The Adapted Sports Hub facility is specifically proposed to help individuals and families with a wide range of disabilities in King's Lynn and the wider community.

This proposal will provide an important facility that will help many disadvantaged children and adults, and their families. The charity intends to be self-supporting financially, and fully believes that this facility will significantly add to, or improve, the social well-being of those who use it.

The charity has secured planning permission for the proposed development during 2024 [Planning Reference: 23/02052/FM "Proposed new adapted sports facility].

The rent agreed is in line with market industrial ground rents in the area but discounted by 50% to reflect the restricted use.

Details of alternative options, if any, considered and rejected.

The overall Lynnsport site was master-planned in the mid 2000's and significant development of the site has been undertaken by the council with the delivery of major road infrastructure connecting Greenpark Avenue to Edward Benefer Way, significant numbers of housing units, additional car parking, tennis courts and hockey pitches (as well as facilitating the development of the new school (Greenpark Academy Primary & Nursery School)). The overall Lynnsport site has been intensively developed over the past ten years, or so, and there are few areas that can be developed.

The site proposed for the adapted sports hub sits immediately adjacent to the tennis courts and the hockey pitches and the proposed use fits well in this location and as stated above the Planning Committee has approved this proposal for this location.

Any declarations of interest and details of any dispensations granted in respect of interests (in relation to officers and any Members consulted).

List of Background papers

1. Site plan
2. Agreed Heads of Terms

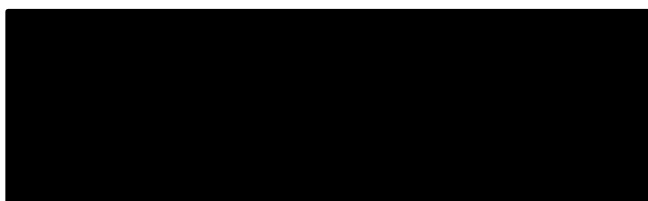
Property and Projects Check

Jason Birch

Post Held

Assistant Director of Property and Projects

Signature



Date 15TH July 2025

Authorisation

Simon Ring

Post Held

Portfolio Holder

Signature

By e-mail

Date

15th July 2025

Consultation with members/officers

If the decision is taken following consultation with the members/officers, please give details:

Name of Members/officers consulted:

Cllr Simon Ring

Signed by Member/officer as consulted:

Date

Stage 1 - Pre-Screening Equality Impact Assessment

For equalities profile information please visit [Norfolk Insight - Demographics and Statistics - Data Observatory](#)

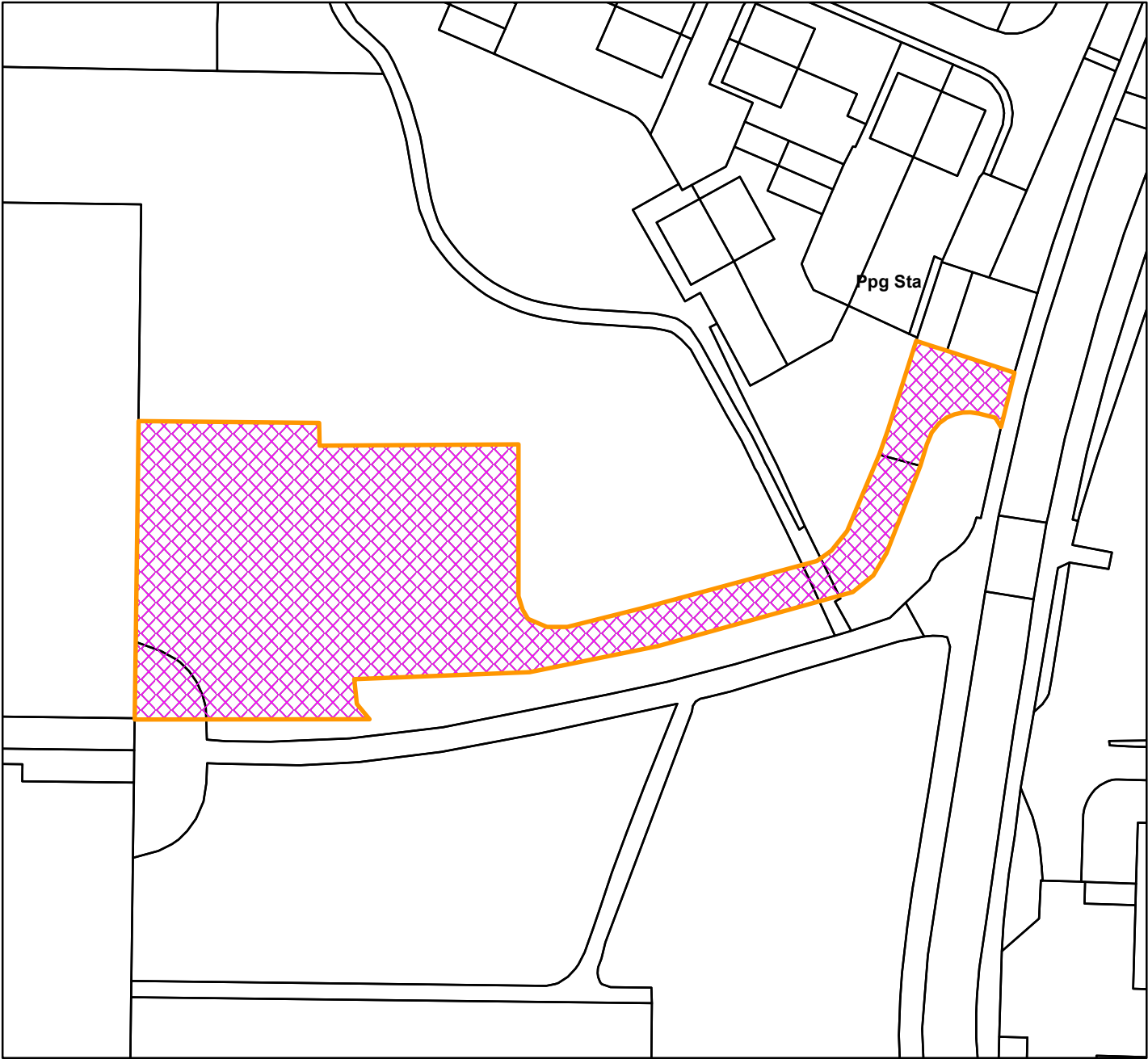
Name of policy/service/function	Agreement for letting land for the development of an adapted sports hub.				
Is this a new or existing policy/service/function? <i>(tick as appropriate)</i>	New		Existing	X	
Brief summary/description of the main aims of the policy/service/function being screened. Please state if this policy/service is rigidly constrained by statutory obligations, and identify relevant legislation.	Agreement for letting land for the development of an adapted sports hub with existing planning permission.				
Who has been consulted as part of the development of the policy/service/function? – new only <i>(identify stakeholders consulted with)</i>	Cllr Simon Ring				
Question	Answer				
<p>1. Is there any reason to believe that the policy/service/function could have a specific impact on people from one or more of the following groups, for example, because they have particular needs, experiences, issues or priorities or in terms of ability to access the service?</p> <p>Please tick the relevant box for each group.</p> <p>NB. Equality neutral means no negative impact on any group.</p> <p><i>If potential adverse impacts are identified, then a full Equality Impact Assessment (Stage 2) will be required.</i></p> <p><i>*For more information on health inequalities please visit The King's Fund</i></p>		Positive	Negative	Neutral	Unsure
	Age			X	
	Disability	X			
	Sex			X	
	Gender Re-assignment			X	
	Marriage/civil partnership			X	
	Pregnancy & maternity			X	
	Race			X	
	Religion or belief			X	
	Sexual orientation			X	
	Armed forces community			X	
	Care leavers			X	
	Health inequalities*	X			
	Other (eg low income, caring responsibilities)	X			
<p>Please provide a brief explanation of the answers above:</p> <p>Whilst the report is specifically about leasing land, the approved planning and conditions of the lease relate to a multi-sport adapted hub. This hub will significantly increase the provision of inclusive sport, will address health inequalities and provide a supportive place for the community to meet .</p>					

Question	Answer	Comments
2. Is the proposed policy/service likely to affect relations between certain equality communities or to damage relations between the equality communities and the Council, for example because it is seen as favouring a particular community or denying opportunities to another?	No	This will positively impact communities suffering with health inequalities and disabilities because of the nature of the planned project.
3. Could this policy/service be perceived as impacting on communities differently?	No	Whilst the focus is disabilities sport, the facility will be available for able bodied sports club members.
4. Are any impacts identified above minor and if so, can these be eliminated or reduced by minor actions? If yes, please agree actions with a member of the Corporate Equalities Working Group and list agreed actions in the comments section	No	Actions: As referenced the planned purpose for the hub is wide ranging and positively impacts the general community and local sports provision in the area. Actions agreed by EWG member:
If 'yes' to questions 2 - 4 a full impact assessment will be required unless comments are provided to explain why this is not felt necessary: Decision agreed by EWG member: ...Siobhan Cleeve.....		
5. Is the policy/service specifically designed to tackle evidence of disadvantage or potential discrimination?	Yes	Please provide summary: Localised provision of disability sport is limited and not purpose built. This project will provide a safe space for the disadvantaged community.
Assessment completed by: Name	Jason Birch	
Job title	Assistant Director Property and Projects	
Date completed	2 nd July 2025	
Reviewed by EWG member		Date

✓ Please tick to confirm completed EIA Pre-screening Form has been shared with Corporate Policy (corporate.policy@west-norfolk.gov.uk)

Land at Greenpark Avenue, King's Lynn

Adapted Sports Hub



Scale: 1:750

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Organisation	BCKLWN
Department	Department
Comments	
Date	11/12/2024
MSA Number	0100024314

HEADS OF TERMS

Agreement for Lease of land at Greenpark Avenue King's Lynn PE30 2NB
Borough Council of King's Lynn & West Norfolk to Adapted Sports Hub Trust

1 Agreement for lease

The landlord is to grant the tenant an agreement for lease on the following terms:

- a. conditional on the tenant securing funding for the construction of the development permitted under consent reference 23/02052/FM
- b. funding anticipated within 12 months of signing the agreement for lease
- c. long stop date of 24 months
- d. condition will be satisfied on production of all of any of the following
 - i. bank statements;
 - ii. offer of grants;
 - iii. offer of loans

which together show funding in the sum of £2,975,000.00

2 Lease terms

Parties

2.1 Landlord

Borough Council of King's Lynn & West Norfolk of King's Court Chapel Street King's Lynn Norfolk.

2.2 Tenant

Adapted Sports Hub Trust (registered charity 1200560) of Alive Lynnsport Greenpark Avenue King's Lynn Norfolk PE30 2NB.

3 Property details

Land at Greenpark Avenue King's Lynn Norfolk PE30 2NB as shown edged red on the plan attached.

4 Particular rights required

- 3.1 Rights of pedestrian access

- 3.2 Rights of disabled vehicular access
 - 3.3 Rights to connect into and use existing service media
 - 3.4 support and protection
- 5 Length of lease**
 - 5.1 Term**

125 years
 - 5.2 Break clause**

None
 - 5.3 Security of tenure**

The provisions of Part II of the Landlord and Tenant Act 1954 apply
- 6 Rent, rent review and other payments**
 - 6.1 Rent**

Rent free until building is constructed and fit for permitted use

Thereafter £5000 per annum
 - 6.2 VAT**

VAT exclusive
 - 6.3 Rent review**
- 7

Upwards only rent review every 25 years to open market rental value of the land.

All utilities and business rates are the tenants responsibility
- 8 Service Charge**

None
- 9 Insurance**

Tenant to provide public liability insurance (minimum £5million) and construction insurance during construction phase. Once hub is constructed tenant to insure the building against all usual and available risks including public liability insurance.
- 10 Repairs**

Once constructed the Tenant is responsible for the internal and external maintenance of the building.

11 Alterations

The Tenant will be granted a licence to construct the sports hub in accordance with the planning consent reference (to be confirmed).

12 Signs

Appropriate external signage shall be permitted with the consent of the Landlord.

13 Use

For the construct of a multi-use sports and community facility with specific adapted facilities to provide access and support for those with severe learning or physical disabilities and to provide the local community and wider area of Norfolk County with a purpose built multi-function and adaptable facility for children and adults.

The Tenant will not directly compete with Lynnsport save that it may offer the same sporting opportunities but adapted for those with severe learning or physical disabilities

The tenant is to provide the Assistant Director of Leisure and Culture with details of an annual programme of activities, and any changes to those activities, The tenant is to co-operate with the AD to ensure that there is no overlap or replication of activities with Lynnsport.

14 Dealings

14.1 Assignments of the whole are permissible with consent. BCKLWN to have the right of first refusal before any assignment. Not to be assigned at a premium less than offered to BCKLWN.

14.2 Underlettings of the whole are permissible with consent. BCKLWN to have the right of first refusal before any underletting of the whole.. Not to be to be underlet at a rent less than offered to BCKLWN.

14.3 Charges of whole are permissible with consent.

15 Legal requirements

15.1 The Tenant must comply with all legislation.

16 Forfeiture

Not applicable.

17 Costs

Each party is responsible for its own costs.

18 Legal advisors

18.1 Landlord: Property Services Borough Council of King's Lynn & West Norfolk King's Court Chapel Street King's Lynn Norfolk.

18.2 email:

18.3 Tenant: Burrridge & Pluck Solicitors Ltd St Anns House St Anns Street King's Lynn PE30 1LT.

18.4 email: adavies@burrridgepluck.co.uk

19 Subject to contract

These terms are subject to contract.

Dated: 19th May 2025