

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: Burr ridge & Pluck Solicitors Ltd St Anns House St Anns Street King's Lynn PE30 1LT.

18.4 email: adavies@burr ridgepluck.co.uk

19 Subject to contract

These terms are subject to contract.

Dated: 19th May 2025