

WEST NORTHAMPTONSHIRE COUNCIL CABINET

13 FEBRUARY 2024

**CABINET MEMBER FOR HOUSING, CULTURE & LEISURE – COUNCILLOR
ADAM BROWN**

Report Title	Lease of land at New Manor Farm for NCCC second site
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List of Approvers

Monitoring Officer	Catherine Whitehead	24 th January 2024
Chief Finance Officer (S.151)	Martin Henry	24 th January 2024
Other Director	Stuart Timmiss, Executive Director of Place, Economy & Environment	24 th January 2024
Head of Communications	Becky Hutson	29 th January 2023

List of Appendices

Appendix A – Proposed heads of terms

Appendix B – Proposed scheme benefits (provided by NCCC)

1. Purpose of Report

- 1.1 To seek approval for the grant of a 125-year lease of land at New Manor Farm, Moulton for the purpose of a cricket facility.

2. Executive Summary

- 2.1 Northamptonshire County Cricket Club (NCCC) is a key sporting body in West Northamptonshire, with its County Ground at Wantage Road, Northampton since 1886. Many of its goals align with those of the Council, including promoting sport especially among groups currently less likely to engage in it, such as women, those from some minority ethnic groups,

and those from poorer backgrounds. The success of the club also helps the economic development of West Northamptonshire, with spending from visitors and enhancement of awareness of the area.

- 2.2 NCCC has identified a need – whilst keeping its base at the County Ground – the need for a second site to develop these areas of its work, as well as develop its activities more generally. In discussions with the Council and its predecessors at site in the Council’s ownership at New Manor Farm, near Moulton, has been identified as suitable. The site is on ‘green wedge’ land as defined in the development plan, although it now has housing on three sides.
- 2.3 The overall scheme is unlikely to be profitable in a commercial sense, taking the costs of development into account. Therefore, NCCC would need to obtain grants to fund much of the development.
- 2.4 Given the value the delivery of the second site would have to the Council’s policy objectives, it is considered that foregoing a land receipt (the market value of the land in question being assessed as £1.5m) would be justified provided there were sufficient mechanisms in place to protect the Council’s interests. To this end heads of terms have been drawn up for approval. These provide a structure in which NCCC is given staged control over the site as it demonstrates ability to deliver, resulting if all goes well in a 125-year lease. The lease would be at a nominal rent unless the site became genuinely profitable above £50k (inflation-adjusted) per year, in which case the Council would receive 50% of the profit.
- 2.5 The risks posed by the proposal are considered to be manageable. The Council would not be investing money in the scheme (although of course its land has value, but this is addressed above) and if the scheme failed for any reason the Council would be left with the site to do with as it saw fit. Community impacts would also be manageable; whilst of course some local issues would arise, there would also be benefits to the local community, as well as the wider benefits of the scheme.

3. Recommendations

- 3.1 It is recommended that Cabinet authorises the Assistant Director Assets & Environment in consultation with the Director of Legal and Democratic Services to enter into the agreements envisaged in the heads of terms at Appendix A (with any minor variations as is practically necessary) and any matters reasonably necessary to give effect to them.

4. Reason for Recommendations

- 4.1 To maximise the opportunity for NCCC to raise the necessary funds and deliver the proposed facility, and thereby to secure the identified sporting and wider benefits for West Northamptonshire.
- 4.2 The loss of potential capital receipts for disposal of the land at market value is considered justified in view of the expected sporting, health, and economic development benefits.

- 4.3 To provide a clear structure for the transaction which protects the interests of the Council and the residents of West Northamptonshire.
- 4.4 If NCCC is unable to raise the funds to proceed, the Council would be left with the land unfettered and able to be used in whatever other ways it considers best.

5. Report Background

Introduction

- 5.1 Northamptonshire County Cricket Club (NCCC) has existed since the Victorian period, based at the County Ground in Abington since 1886. Since that time cricket, sport more broadly, and society has changed dramatically. The County Ground remains the home of NCCC and is intensively developed. However, the club considers it needs, in addition to the Wantage Road County Ground, additional capacity to deliver a greater range of cricket, and other sporting, activity. As there is no space available near the County Group, this requires consideration of a second site.

Scheme description

- 5.2 NCCC's proposal are set out in detail in Appendix B. They are to deliver "a new state-of-the-art cricket facility to complement its existing headquarters at Wantage Road and dramatically increase its impact on the Northants community, the region and English cricket." The facilities would include:
- a) Two first-class standard pitches (one to County Championship standard and one for academy/pathway cricket).
 - b) Outdoor practice areas.
 - c) A pavilion.
 - d) An indoor cricket training school ('academy').
 - e) Hard-standing for temporary stands.
 - f) Parking areas.
 - g) Gym and physiotherapy facilities.
 - h) Landscaped and maintained walking area for local residents.
- 5.3 The intention is that these facilities would provide a:
- a) Home for the NCCC Steelbacks Charitable Foundation.
 - b) Regional hub for women's and girls' cricket.
 - c) Regional hub for disability cricket.
 - d) World class cricket academy venue.
 - e) Venue for youth pathway cricket at all age groups.
 - f) Venue for recreational cricket and community initiatives.
 - g) High-quality playing area, capable of staging County 1st and 2nd team cricket.
- 5.4 The proposal particularly highlights proposed work on re-invigorating state school cricket and extending cricket's reach into diverse communities and lower socio-economic groups.

- 5.5 It should be recognised that it is likely that development of the site would be in stages, governed by the ability of NCCC to raise funds and secure viable operation of the facilities created.

Expected benefits of the scheme

- 5.6 If delivered, the scheme would secure major direct investment in sporting facilities in West Northamptonshire. NCCC suggests this would be in the order of £13m, which seems reasonable. The benefits this should deliver can be considered in terms of (a) direct sports development benefits, (b) wider encouragement of sport-take up, and thereby healthier lives, (c) supporting the viability and sustainability of NCCC, sustaining the benefits the club brings to the area, and (d) economic development benefits.
- 5.7 The development of this site would result in enhanced provision of women and girls' cricket, growing representation of women across the game, including players, officials, volunteers, and administrators. The development would also provide state of the art facilities and pitches and be a major step forward in growing disability cricket.
- 5.8 A 2022 Women in Sport survey found that 43% of teenage girls felt they were sporty at primary school, but no longer saw themselves that way. The survey found that girls less likely than boys to take part in team sports once they leave full time education. Sport England Active Lives data shows that 50% of children and young people in West Northamptonshire are active (accessing 50mins per week physical activity), tracking above the national average of 47.2%, but still leaving 50% inactive.
- 5.9 The NCCC proposal includes growing cricket participation across primary and secondary state schools. This ambition will build on the positive position of Active Lives results whilst tackling the decline of sport participation for teenage girls which leads to further inactivity during adulthood.
- 5.10 WNC's draft Playing Pitch Strategy and Sports Facility Strategy demonstrates local ambition to grow women and girls' cricket. The NCCC development would support the local club vision, providing world class facilities, player pathways and an increased profile of women and girls' cricket.
- 5.11 Disabled adults are almost twice as likely as non-disabled people to be physically inactive. West Northamptonshire has a population of 61,300 adults and 7,460 children with a disability. Existing club cricket facilities are not always able to provide the additional resources that people with disability require. This leads to disengagement with sport and physical activity. The new development would provide a hub for disability cricket.
- 5.12 NCCC would have a venue that would become home to youth pathway cricket, growing, and protecting the future of the game by hosting cricket across all levels including children's cricket festivals through to the development of a world class academy. NCCC has recently announced the formation of an ambitious foundation that will become its charitable and community arm and the new development will provide a home for the Steelbacks Charitable Foundation.
- 5.13 There are 40 clubs in West Northamptonshire which collectively provide 64 junior boys' and six junior girls' team. 16 clubs are looking to add an additional 18 junior teams, an increase of 26%.

NCCC's plans to reinvigorate state school cricket, provide a centre for All Stars and Dynamos programmes and school holiday camps would support the local club ambition to grow the junior game.

- 5.14 People from ethnically diverse communities are half as likely to be active as those from white British backgrounds. People from low-income households are 20% less likely to be active than those from higher income households.
- 5.15 The development would provide an ideal facility to host more casual forms of cricket like the Street Cricket programme. This will increase cricket's appeal to more socially diverse groups who currently represent West Northamptonshire's least active communities.
- 5.16 The above outcomes would ultimately expand the reach of cricket beyond its traditional demographic, ensuring an inspirational world class facility in West Northamptonshire was accessible to the community.
- 5.17 In terms of economic development, the visitor economy is a Council priority for growth. A clear strategic goal for enabling this industry is outlined in the newly adopted Northamptonshire Tourism Strategy. National statistics show over 18 million visits to Northamptonshire, with visitors spending close to £1 billion a year which supports over 30,000 jobs across the county and 3,000 businesses, including a wide range of attractions, hotels, pubs, and other venues that visitors enjoy.
- 5.18 Sport England states that sport and physical activity contributes £39 billion to the UK's economy, this is directly, through job creation, and indirectly by reducing healthcare costs due to a healthier population and reducing crime. The "Northamptonshire Tourism Strategy" states: "Golf clubs, as well as spectator sports (particularly first-class cricket and premiership rugby), remain important both for the local visitor and as a trip motivator for those further afield. This asset class is high quality, a credit to the county and benefiting from easy access by a wide market catchment". This proposal would enhance the sporting offer within West Northamptonshire, for the benefit of residents and visitors, resulting in an improved community and a vibrant economy.
- 5.19 The strategic targets of the Northamptonshire Tourism Strategy include to "Increase the amount of investment and maximise its impact" and to "Boost value" referencing the need to increase the value of staying leisure visitors.
- 5.20 Enabling the expansion and diversification of the sporting offer will result in increased visitors coming and staying in the area, increased spending, enhanced reputation of West Northamptonshire and multi-faceted economic benefits relating to supply chain and more. It is a recognised opportunity to utilise sport and sporting events to showcase West Northamptonshire as a tourist destination and capitalise on sports fans as a way to deliver economic benefits for the area.

Site and scheme proposals

- 5.21 Prior to vesting day, NCCC engaged with the former Northamptonshire County and Northampton Borough Councils to see if a suitable location for a second site could be identified. That search

continued after WNC came into existence as a local authority. The requirements of the site include size – capable of hosting at least occasional full games, as well as training and development facilities – topography (flatter sites are obviously preferable), and transport connections.

- 5.22 After careful consideration of the Council’s land holdings, the most suitable site was identified as the land at New Manor Farm shown in the plan in Appendix 1. This site is large enough (around 17 hectares (Ha), 41 acres), and whilst not flat is capable of being shaped as needed. Access can be taken from Boughton Lane or, if required, from Red House Road (the transport arrangements would be subject to transport assessment and the requirements of any planning permission). Whilst the land is identified as ‘green wedge’ in the development plan, the use would be low-intensity and not represent a major intrusion into the countryside as the site is now surrounded on three sides by housing.
- 5.23 Detailed consideration has been given to the structure of landholding. The key issues are, firstly, providing sufficient security for NCCC so that it can raise funds for the venture. This requires that it has the ability to proceed with the scheme if it secures funding, planning permission, and other necessary consents or agreements, and having done so can operate the site as intended. Equally importantly, there is a need to provide suitable security for WNC, so that:
- Its asset is used for the purpose intended.
 - If there is a significant commercial upside WNC shares in this.
 - If the scheme cannot proceed, for example because NCCC cannot secure sufficient funds or cannot obtain planning permission, the land reverts to WNC’s unfettered control.
 - If the scheme fails in operation WNC is able to recover the land and put it to a suitable use.
- 5.24 The proposed structure, set out in the heads of terms, does this by staging the authority it gives to NCCC, reasonably controlling development and use of the site, providing for a profit share in the event that a significant commercial upside develops, and providing for mechanisms to return the land to WNC in the event that the scheme should fail at some point in the future. Conversely, whilst NCCC is successfully operating the site in accordance with the agreements, it would be secure.

6. Issues and Choices

- 6.1 The Council has three major choices, and minor choices upon those.
- 6.2 Choice 1: Most fundamentally, the choice open to the Council is to proceed with offering NCCC a site or not doing so. For the reasons set out above (paragraphs **Error! Reference source not found.** to 5.17) it is suggested the benefits likely to be gained by West Northamptonshire if the scheme proceeds are sufficient to justify providing a site. In the absence of a WNC provided site, it is less likely the scheme would proceed.
- 6.3 Choice 2: Assuming a site is provided, the Council could provide it, as proposed, on a peppercorn basis (albeit with the provision for sharing any super-profit which might arise in the future) or it might seek to charge the commercial value of the site, or somewhere between those two. It appears likely that if the Council sought to charge the commercial value the scheme would be

unable to proceed. This is not certain, and it is possible the scheme could support at least a modest land value payment. However, the Council charging for the land would be likely to be seen by funders as indicating a lack of support and thus make it less likely they would be forthcoming. Additionally, the proposed arrangements, which NCCC has accepted, provide robust protections for WNC's intentions in providing the site. If WNC was to charge the commercial value or even some fraction of this, it is likely to re-open the negotiations and NCCC may not be willing to accept the protections. At worst, this could mean either the scheme does not proceed (because the parties cannot agree terms) or WNC accepted such limited protections that it could not be confident the site would be used for the purposes intended.

- 6.4 Choice 3: It would be possible for WNC to offer to proceed by providing a site, but to offer a different site than one at New Manor Farm. However, none of the other sites examined appear as suitable, and in some cases the Council also has conflicting requirements for them. Therefore, offering a different site does not seem likely to be a productive approach.
- 6.5 There are, of course, effectively an infinite combination of possible terms which could be applied. However, it is suggested that those set out in the heads of terms achieve the necessary outcome i.e., secure access for NCCC provided it can secure funds and necessary permissions, and protection for WNC.
- 6.6 It is therefore recommended that the land at New Manor Farm is provided on the basis set out in Appendix A.

7. Implications (including financial implications)

7.1 Resources and Financial

- 7.1.1 The direct financial implications for the Council from entering into the proposed agreements are modest. Apart from legal and associated costs (NCCC will the Council's reasonable legal costs up to £5k), the Council would not be required to make any investment or otherwise commit money to the scheme. Of course, it could choose to do so, but that would be a separate decision and is not one proposed in this report. The Council would, however, lose the current rental income from the site. Assuming only the proportion needed for the scheme was lost, this would be a reduction in income of around £10k per year.
- 7.1.2 It should not be assumed that the Council will make any financial return from the scheme. Whilst the heads of terms do include provision for an equal share of profits over (inflation linked) £50k per year, in practice it is not expected that the activities likely to take place on the site would earn this much, especially when the provisions for setting aside money for repairs etc. are taken into account.
- 7.1.3 The key resource issue for the Council would be its choice to commit around 17Ha (41 acres) of land with potential development value to the scheme. Whilst the land is currently in agricultural use and subject to development plan policy identifying it as 'green wedge' (thereby greatly reducing the potential to secure permission for, say, housing development) it is possible for this to change. Given the site is new surrounded on three sides by housing, it would be possible to

make an argument that its role in protecting the setting of Moulton and its separation from Northampton is much diminished, and in view of the need for housing it should be developed.

7.1.4 Valuing sites with 'hope value' for development is inherently difficult because the value depends to a great extent on the estimate of the likelihood that planning permission for development will be secured, and when this is likely to be. However, an assessment has been carried out by the independent property consultants LSH. They have given the market value as £1.5m. The Council will need to be satisfied that this degree of investment in the facility is justified by the sporting and wider benefits it would offer to West Northamptonshire.

7.2 Legal

7.2.1 The Council would be disposing of the land under the powers provided by Section 123 of the Local Government Act 1972. This includes, in sub-section 2, a duty not to dispose of land for less than the best consideration reasonably obtainable. Case law has clarified that 'consideration' in this provision is purely financial. No social or policy benefits may be taken into account. If it is desired to dispose of land for less than the best consideration reasonably obtainable, the consent of the Secretary of State is required. For many disposals at under-values of up to £2m, this is given by the General Disposal Consent (England) 2003. This allows the Council to dispose if it considers that the social, economic, or environmental benefits of the proposed use of the land justify the under-value involved.

7.2.2 The 1972 Act also includes a provision (sub-section 2A) regarding disposal of open space. It is not considered that this land is open space and accordingly it is not proposed to apply this provision.

7.2.3 The Subsidy Control Act 2022 controls the giving of subsidies, which includes the giving of land or other assets at less than market value where certain conditions are met. It is a requirement that the Council considers the subsidy control principles set out in the Act before deciding to give any subsidy and must not give the subsidy unless it is satisfied that the principles are met.

7.2.4 The subsidy control principles have been reviewed and it is considered each one is met. The scheme is designed to enable activity of social benefit which would not otherwise be possible, thereby overcoming market failure, and is also expressly designed to help overcome disadvantage, thereby meeting an equity objective.

7.2.5 If the Council gives a subsidy, it must be registered on the Government's subsidy database.

7.3 Risk

7.3.1 The main risks of proceeding with the proposals are as follows.

7.3.2 Risk 1: The scheme may not secure sufficient funding, planning permission, or other necessary approvals. Whilst this would cause little practical difficulty for the Council – the land would simply be released for alternative uses – the Council may still be perceived to have been involved in a failed scheme.

- 7.3.3 Risk 2: The Secretary of State may not give consent for the proposed disposal. That would prevent the scheme from proceeding and could raise similar issues to Risk 1. Whilst this is considered relatively unlikely provided the case is properly prepared, it should be noted.
- 7.3.4 Risk 3: There may be criticism of the Council's decision to invest this land value into the scheme when there are other priorities. This risk would be managed by the assessment of the scheme's benefits as set out in this report, and clear communication of them.
- 7.3.5 Risk 4: Practically, given the financial pressures the Council faces, using the land in this way would remove an option for a capital receipt, which might be important to the Council's financial sustainability. However, this risk needs to be weighed against (a) the potential indirect financial benefits to the Council of the scheme, such as increased take-up of sport (and therefore reduced burden of ill-health in social care) and increased inward investment; and (b) the opposite risk that the Council might not secure permission to develop the site for a remunerative use in any event.
- 7.3.6 Risk 5: Existing occupier interests might delay the scheme, cause additional costs, or adverse publicity. Whilst the land is held on a modern farm business tenancy, and therefore termination should be straightforward, it is always possible that a difficulty may be identified.
- 7.3.7 Risk 6: The scheme might cost more than NCCC allows for, meaning that part way through construction it is unable to complete the scheme. This would leave WNC with a partially-constructed facility, which it would either need to fund to completion or find another solution for the site. This risk is largely mitigated through the proposed terms, which require that consent to build is only given if (among other things) WNC is satisfied that NCCC is "highly likely" to be able to complete the works.
- 7.3.8 Risk 7: Once the scheme is constructed, the operation of the site might not be financially viable. This may cause NCCC to wish to withdraw from the site. The fact that the lease is to be held by a proposed subsidiary of NCCC increases the risk exposure to WNC, as NCCC could allow the company to fail if it felt unable to support it, without this causing NCCC itself to fail. This risk is mitigated in the heads of terms through a provision allowing termination of the lease if the company becomes insolvent etc. or ceases to be a wholly-owned subsidiary of NCCC.
- 7.3.9 Risk 8: It is possible WNC's decision to enter into the proposed agreements could be challenged. This could cause delay whilst the challenge was considered and potentially result in the decision needing to be retaken. However, this report is designed to provide the information needed for Cabinet to take a reasonable decision. This should minimise this risk.
- 7.3.10 The main risks of not proceeding are the risk that the loss of the opportunities would be lost if no other site was secured by NCCC, and the risk that permission could not be secured for alternative uses (as in Risk 4).

7.4 Consultation and Communications

- 7.4.1 The Council will work closely with NCCC to establish a communications strategy for the scheme to ensure affected people are kept informed. It will communicate with key stakeholders and the

wider community the reasons for this land being used for this scheme. In particular, it will communicate with local residents about the nature and arrangements for the scheme.

7.4.2 Suitable methods will be established to enable residents to communicate any potential concerns so that the Council can consider how to address these, including consultation as part of the planning process.

7.5 **Consideration by Overview and Scrutiny**

7.5.1 None.

7.6 **Climate Impact**

7.6.1 Any construction, and then use of a facility such as this, will produce carbon emissions. The location is relatively sustainable, as it can be accessed on foot and cycle, whereas a more rural location would be effectively entirely dependent on car use. However, realistically a significant degree of car use is still likely.

7.6.2 Further, it is suggested that NCCC's commitment be sought to complying with the current stage of WNC's own Construction & Maintenance Climate Strategy, which would involve it measuring the carbon impacts of the development works and taking sensible steps to minimise those.

7.7 **Community Impact**

7.7.1 The development of this site would have beneficial impacts on the community of West Northamptonshire (and indeed more widely) through enhanced provision of facilities which enable and support sport and therefore physical activity. These are discussed in more detail in Section 5.

7.7.2 Of course, the development would also have some impacts on neighbouring properties, potentially through traffic, noise, and lighting. All of these aspects would be managed through the planning process to ensure they were acceptable. Conversely, if the scheme proceeded local residents would have assurance that it was highly unlikely the land would be developed for other purposes for many decades. They should also benefit from the landscaped grounds, with the proposal specifically making reference to 'landscaped and maintained walking area for local residents.'

8. **Background Papers**

8.1 None.

Appendix A – Proposed heads of terms (personal information removed)

Section A – The Premises	
1. The Premises	Land at New Manor Farm, Moulton as indicated on Plan 1
Section B – Background and the Parties	
2. Background	The Parties wish to facilitate the delivery and successful operation of a new facility for cricket and related matters at the Premises. These heads of terms set out the key provisions of agreements designed to enable this to happen, subject to the obtaining of planning permission and other necessary consents, and access to suitable funding being secured.
3. Landlord	West Northamptonshire Council
4. Landlord Address	One Angel Square 4 Angel Street Northampton NN1 1ED
5. Landlord Contact	Assets & Environment West Northamptonshire Council One Angel Square 4 Angel Street Northampton NN1 1ED
6. Tenant	A 'NewCo', wholly-owned subsidiary of Northamptonshire County Cricket Club Limited (company registration number 06349543) (the "Backer").
7. Tenant Address	Registered office: The County Ground Abington Avenue Northampton NN1 4PR
8. Tenant Contact	The County Ground Abington Avenue Northampton NN1 4PR
Section C – General Definitions	
9. Access Road	An access road with adjacent cycle track to be constructed by the Tenant to give access from Boughton Lane to the Premises. The intended route of the Access Road (for inclusion in the Site Scheme) is shown on Plan 1. If the planning permission to implement the Site Scheme does not provide for a link between Boughton Lane and Red Hill Road, then the Access Road will not include that section.
10. Complete	Complete in accordance with the Site Scheme and in accordance with all statutory planning and safety requirements. If the Site Scheme includes any Optional Elements: <ul style="list-style-type: none"> The complete absence of an Optional Element shall not prevent the works being Complete.

	<ul style="list-style-type: none"> If an Optional Element has been commenced, it must have been completed (as above) for the works as a whole to be Complete. (Cognate terms to be interpreted accordingly.)
11. Finance Costs	Costs of interest and repayment of capital reasonably incurred on reasonable terms in providing facilities on the Premises
12. Net Income	<p>For any Year, the higher of nil or:</p> <p>The sum of:</p> <ul style="list-style-type: none"> Income. Money drawn from the Reserve. Interest on the Reserve. <p><u>Less</u> the sum of:</p> <ul style="list-style-type: none"> The reasonable costs of operating and maintaining the Premises. Finance Costs incurred. Such sums the Tenant acting reasonably decides should be placed in the Reserve. £50,000 (indexed by CPI).
13. Income	All income received by or on behalf of the Tenant for the use of the Premises or any part of them. Where income is partially related to the Premises and partially to other property it shall be apportioned reasonably between them.
14. Lease Conditions	<p>The Tenant:</p> <ul style="list-style-type: none"> Completing works to provide facilities in accordance with the Site Scheme. Not having any outstanding non-compliances with the terms of the Agreement for Lease or License.
15. License Conditions	<p>The Tenant:</p> <ul style="list-style-type: none"> Securing planning permission for the provision of facilities in accordance with the Site Scheme. Demonstrating to the Landlord (acting reasonably) that it is highly likely that the Tenant will have the ability, including funding, to implement the facilities and works shown in the Site Scheme (excluding Optional Elements, if any). Not having any outstanding non-compliances with the terms of the Agreement for Lease. Having at least 24 months of the Agreement for Lease duration remaining.
16. Off-site Works	The Access Road and any other works not on the Premises reasonably necessary to enable the Premises to be used in accordance with the Site Scheme or required by a planning permission or other statutory consent in connection with implementing the Site Scheme (e.g., highway works).
17. Optional Element	A part of the Site Scheme designated as such.
18. Purpose	The use of the Premises primarily for cricket and secondarily to that other sporting activities, including training, and matters ancillary thereto, with a particular focus on enabling participation in sport by those not usually as likely to access it, such as those with disabilities or lower incomes, and women.
19. Reserve	A reserve established by the Tenant to meet reasonably anticipated future costs of maintaining and operating the Premises in accordance with the Site Scheme.

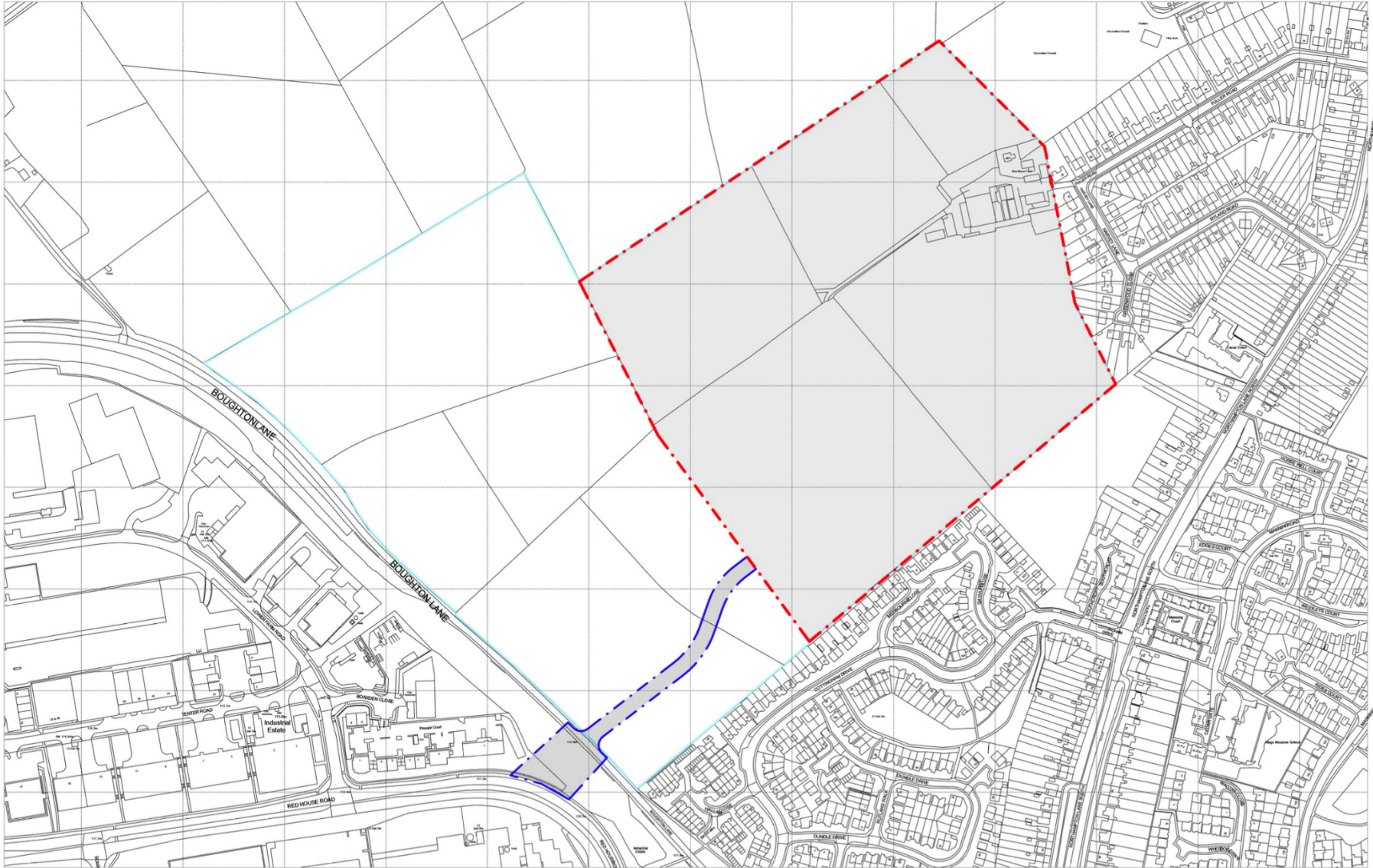
20. Site Scheme	<p>Together:</p> <ul style="list-style-type: none"> • The designs, plans, layouts, and other details of facilities proposed to be on the Premises. • The permitted uses for each of the areas of the Premises. • The designs, plans, layouts, and other details of Off-site Works. <p>Each as may be originally appended to the Agreement for Lease or as may be approved by the Landlord (such approval not to be unreasonably withheld or delayed). It shall be reasonable for the Landlord to refuse to approve a Site Scheme or proposed changes to a Site Scheme which do not accord with the Purpose or which would not constitute good design.</p>
21. Year	A period of 12 months commencing on the date of the Lease. (The parties may agree for convenience that a particular Year may be shorter or longer than 12 months, for example to fit in with the accounting or financial arrangements of either of them.)
Section D – Agreement for lease	
22. Fee	One peppercorn.
23. Duration	48 months, extended to up to 72 months by the time a planning application for providing facilities on the site in accordance with the Site Scheme exceeds 13 weeks for determination.
24. Grant of License	On achievement by the Tenant of the License Conditions.
25. Grant of Lease	On achievement by the Tenant of the Lease Conditions.
26. Good faith	To act in good faith towards the Landlord.
27. Alienation	None permitted.
28. Site Scheme	Initial form of Site Scheme to be appended. (Note provisions in definition for changes.)
29. Termination by Landlord	<p>On:</p> <ul style="list-style-type: none"> • Tenant insolvency, administration, etc. • Substantial breach of terms. • Other breach of terms which is not corrected in a reasonable period after notice is given by the Landlord.
30. Termination by Tenant	On notice, provided that neither the License nor the Lease have been granted or if granted have been surrendered by agreement or terminated in accordance with the terms applicable to each.
Section E – License	
31. Fee	One peppercorn.
32. Area	Premises plus land reasonably required for construction of the Access Road.
33. Term	24 months extendable by reasonable periods where construction work on providing facilities on the Premises in accordance with the Site Scheme is delayed due to exceptionally adverse weather or other circumstances beyond the Tenant's reasonable control, but not so as to extend beyond the duration of the Agreement for Lease.
34. Authority	To enter the site and construct facilities upon it in accordance with the Site Scheme.
35. Use	<ul style="list-style-type: none"> • For construction of the facilities in accordance with the Site Scheme only. • Not to cause annoyance or disturbance to neighbouring properties (except where such annoyance or disturbance is (i) lawful, (ii) consistent with any planning permission for the site, and (iii) reasonably necessary

	<p>in connection delivering the facilities in accordance with the Site Scheme).</p> <ul style="list-style-type: none"> • In compliance with the law. • In compliance with any planning permission (including conditions).
36. Works	<ul style="list-style-type: none"> • To proceed with the works to implement the Site Scheme with all due speed, care, and diligence. • Usual quality provisions (not to include deleterious materials etc.)
37. Good faith	To act in good faith towards the Landlord.
38. Alienation (including charging)	None permitted, except for grant of site to construction contractor for the works.
39. Termination by Landlord	<p>On:</p> <ul style="list-style-type: none"> • Tenant insolvency, administration, etc. • Substantial breach of terms. • Other breach of terms which is not corrected in a reasonable period after notice is given by the Landlord.
40. Termination by Tenant:	<p>On notice, provided that one of the following applies:</p> <ul style="list-style-type: none"> • No works have commenced on delivering the Site Scheme. • Works have commenced on delivering the Site scheme but either of the following applies: <ul style="list-style-type: none"> ○ All such works have been removed and the land affected returned in all material respects to its original condition. ○ The works have been left in a condition agreed to by the Landlord.
Section F - Lease	
41. Demise	The Premises.
42. Term	125 years unless terminated earlier.
43. Premium	Nil.
44. Rent	The greater of £10 (indexed by CPI) or 50% of the Net Income each year.
45. Use	<ul style="list-style-type: none"> • Only in accordance with the Site Scheme currently approved. • Not to cause annoyance or disturbance to neighbouring properties (except where such annoyance or disturbance is (i) lawful, (ii) consistent with any planning permission for the site, and (iii) reasonably necessary in connection with the Purpose). • In compliance with the law. • In compliance with any planning permission (including conditions).
46. Development	Not to develop except in accordance with the Site Scheme.
47. Care and maintenance	To keep the Premises in good order and condition (temporary disrepair for reason of development or carrying out repair or maintenance excepted).
48. Access Road	<ul style="list-style-type: none"> • Tenant has the right to use the Access Road for itself and lawful users of the Premises to gain access and egress from the Premises (but for no other purpose). • The Landlord may divert the Access Road provided that the diverted Access Road: <ul style="list-style-type: none"> ○ Is not materially less convenient or commodious for access and egress from the Premises. ○ Continues to connect the Premises to highway maintainable at the public expense at a point suitable to take traffic to and from the Premises.

	<ul style="list-style-type: none"> At the Landlord's discretion for so long as the Access Road has not been adopted as highway maintainable at public expense: <ul style="list-style-type: none"> Tenant to maintain the Access Road, charging to the Landlord a fair proportion (which will be nil if only the Tenant makes any material use of the Access Road) of the costs. Tenant to pay fair proportion of the cost of the Landlord maintaining the Access Road (which will be 100% if only the Tenant makes any material use of the Access Road).
49. Co-operation	To engage and co-operate with the Landlord in seeking to maximise use of the Premises for sporting and allied benefits to West Northamptonshire (whilst not binding either party to agree to any specific use of the Premises).
50. Report	To provide to the Landlord each year a report setting out: <ul style="list-style-type: none"> How the Net Income and Rent has been calculated, and the balance of the Reserve. The sporting and other benefits to West Northamptonshire the use of the Premises has achieved.
51. Good faith	To act in good faith towards the Landlord.
52. Audit	To allow the Landlord, persons acting for the Landlord, or persons with the power to audit the Landlord, to audit all the components of Net Income (whether in the current year or any earlier year) including the Tenant's proposals for the Reserve. This will include the power to view and to take copies of any records in any form, wherever they are stored, and to interview any person.
53. Alienation (including charging)	None permitted except: <ul style="list-style-type: none"> Sharing of occupation with another suitable sporting body on a contracted-out basis. Concessions of an incidental nature for refreshments and the like (on a contracted-out basis). With the consent of the Landlord (not to be unreasonably withheld, but it shall be reasonable or the Landlord to withhold consent if the proposed use is not consistent with the Purpose, is to an unsuitable party, or would create a tenancy with a term longer than 25 years or with security of tenure under the 1954 Act).
54. Termination by Landlord	On: <ul style="list-style-type: none"> Tenant insolvency, administration, etc. Tenant no longer being a wholly-owned subsidiary of the Backer. Substantial breach of terms. Other breach of terms which is not corrected in a reasonable period after notice is given by the Landlord.
55. Termination by Tenant	<ul style="list-style-type: none"> Substantial breach of terms. Other breach of terms which is not corrected in a reasonable period after notice is given by the Tenant.
Section G – Other Conditions	
56. Legal costs	The Backer is to meet WNC's reasonable legal costs up to £5,000. Other than that, each party is to bear their own legal costs.
57. Seller conditions	<ul style="list-style-type: none"> Subject to contract. Subject to Cabinet and any statutory process that may be required to complete the transaction.
58. Purchaser conditions	Subject to approval by the Board of Directors of the Backer.



Plan 1





**West
Northamptonshire
Council**