

# Sandy Town Council

To: Cllrs P N Aldis, S Baker, B Blackley, A Effiong, J Hewitt (Chair), R Lacey, A Lock, R Lock, C Osborne, M Pettitt, M Scott, P Sharman, S Sutton, and N Thompson.

You are hereby summoned to attend a special meeting of Sandy Town Council to be held in the Council Chamber at 10 Cambridge Road, Sandy, Bedfordshire on Wednesday 27<sup>th</sup> September 2023 commencing at 6.00pm for the purpose of transacting the items of business below.



Nicola Sewell  
Town Clerk  
10 Cambridge Road  
Sandy  
SG19 1JE  
01767 681491  
22<sup>nd</sup> September 2023

## A G E N D A

### 1 Apologies for Absence

To receive any apologies for absence.

### 2 Declarations of interest and requests for dispensations

*Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)*

*This item is included on the agenda to enable members to declare new DPIs and also **those who wish to do so** may draw attention to their stated DPIs and also any non-declarable personal interests which they have declared under Sandy Town Council's adopted Code of Conduct, and which may be relevant to items on the agenda.*

- i) Disclosable Pecuniary Interests*
- ii) Non-Pecuniary Interests*
- iii) Dispensations*

### 3 Public Participation Session

To receive questions and representations from members of the

# Sandy Town Council

public.

## **4 Heads of Terms – Jenkins Pavilion Development**

To receive and sign off the Heads of Terms between Central Bedfordshire Council and Sandy Town Council in order that a lease and licenses for operation may be drawn up.

Appendix I

## **5 Delegated Authority**

To agree delegated authority for the Cllrs Aldis, Hewitt, Osborne and Pettitt as members of the Jenkins Pavilion Development working Group in conjunction with the Clerk to agree and sign off the following documents relating to the Jenkins Pavilion Development, to ensure construction works are not unduly delayed:

- Lease between STC and CBC
- Variation of the SSLA Lease
- Commercial Profit Share agreement between CBC & STC
- Side agreement between CBC & STC for drainage / electricity works, now carried out.
- Licence for Alterations for the Tenant Works.

## **6 Chairmans Items**

## **7 Date of next meeting:**

30<sup>th</sup> October 2023

**HEADS OF TERMS**  
**Jenkins Pavilion**  
**Subject to Contract**

1.	<b>Date</b>	22 September 2023
2.	<b>Landlord</b>	Sandy Town Council 10 Cambridge Road Sandy Bedfordshire
3.	<b>Landlord Contact</b>	Clerk to Sandy Town Council E: <a href="mailto:Clerk@sandytowncouncil.gov.uk">Clerk@sandytowncouncil.gov.uk</a> T: 01767 681491
4.	<b>Landlords Solicitor</b>	Suzanna Stephenson Woodfines LLP Silbury Court 352 Silbury Boulevard Milton Keynes MK9 2AF
5.	<b>Tenant</b>	Central Bedfordshire Council Priory House Monks Walk Chicksands Shefford Bedfordshire SG17 5TQ
6.	<b>Tenant Contact</b>	Head of Leisure Services E: <a href="mailto:Lisa.white@centralbedfordshire.gov.uk">Lisa.white@centralbedfordshire.gov.uk</a> E: <a href="mailto:Estatesgeneral@centralbedfordshire.gov.uk">Estatesgeneral@centralbedfordshire.gov.uk</a>
7.	<b>Tenants Solicitor</b>	Paul Gordon Pathfinder Legal Priory House, Monks Walk Chicksands, Shefford Bedfordshire SG17 5TQ <a href="mailto:Paul.Gordon@Pathfinderlegal.co.uk">Paul.Gordon@Pathfinderlegal.co.uk</a> <a href="mailto:property@Pathfinderlegal.co.uk">property@Pathfinderlegal.co.uk</a>
8.	<b>Property</b>	Jenkins Pavilion, Sunderland Recreation Ground, Sandy including the Garage. Land edged red and edged red and shaded blue on the attached plan
9.	<b>Garage ?Tractor Store</b>	<b>Garage:</b> means the garage / storage building used by third parties for storage of equipment in connection with the use and maintenance of the cricket pitches, bowling green or all-weather pitch shown edged red and shaded blue on the Plan.
10.	<b>Term</b>	99 years. from 01 April 2023
11.	<b>Rent</b>	A Peppercorn.

**HEADS OF TERMS**  
**Jenkins Pavilion**  
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12.	<b>Break</b>	<p>There is to be a Tenant break subject to 24 months prior written notice:</p> <ul style="list-style-type: none"> <li>a) on the 31 March 2034 (the First Break Date); and</li> <li>b) on every fifth anniversary of the First Break Date; and</li> <li>c) at any time after the First Break Date PROVIDED THAT the Tenant has made an Executive Decision to procure alternative premises from which to provide the Permitted Use to serve Sandy town.</li> </ul> <p>On the Break Date the Tenant must deliver up the Property vacant and free from all other derivative interests.</p> <p>The Tenant break clause is to be personal to CBC only and not any future assignee.</p> <p>There is to be a Landlord break option on 01 April 2034 subject to 12 months prior written notice. This option to break is conditional upon:</p> <ul style="list-style-type: none"> <li>a) A fundamental change in the structure of Local Government affecting the Landlord 's ability to continue the lease for the Permitted Use.</li> </ul> <p>If the Tenant ceases to provide community leisure facilities for longer than 1 month without the prior consent of the Landlord then the Landlord can terminate the Lease on giving two months' written notice.</p>
13.	<b>Start Date</b>	01 April 2023
14.	<b>Permitted Use</b>	As a leisure and community centre and also for the provision of sports facilities to the local community.
15.	<b>Rights &amp; Reservations</b>	<p>The Lease and the Rights shall be granted to the Tenant subject to all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the Landlord's title.</p> <hr/> <p>Right of way for access to and from the Property and the Garage to and from the highway.</p> <p>Right to connect use and maintain services.</p> <p>Right for management operators [companies] to run 'leisure and sports services' from the Property and the Garage. Provided no relationship of LL and T is created between CBC and any Operator without the Landlord's consent</p> <p>The Landlord shall reserve the usual rights.</p> <p>The Reservations shall include a right for the [Sandy Cricket Club] to continue to use and access the Garage for all purposes ancillary to their lease [EITHER PREMISES DESCRIPTION OR PARTICULARS OF THE LEASE] and local use of cricket facilities.</p>
16.	<b>Profit Share</b>	To be dealt with by way of commercial side agreement, detailing [10% of the profit] [20% of 50% of the profit].

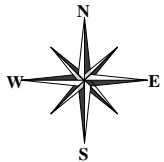
**HEADS OF TERMS**  
**Jenkins Pavilion**  
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<b>17.</b>	<b>Security of Tenure</b>	The lease is to be granted inside the provisions of the Landlord and Tenant Act 1954.
<b>18.</b>	<b>Tenant Works</b>	The Tenant is to carry out the works in line with the planning permission granted and dated 21 July 2022 ref: CB/22/01455/REG3 at its cost.
<b>19.</b>	<b>Other Costs</b>	The Tenant will be responsible for all costs rates taxes outgoings and utilities in connection with its occupation and use of the Property (including the Garage) and all services connected to the Property.
<b>20.</b>	<b>Repairs</b>	The Lease will be a full repairing and insuring lease. The Tenant may prepare a schedule of condition and annex the same to evidence the state of repair and condition of the existing Pavilion only.
<b>21.</b>	<b>Insurance</b>	The Tenant will be responsible for insuring the Property for the usual risks at its cost.
<b>22.</b>	<b>Alienation</b>	Assignment of whole is not permitted.  Sublease of the whole is permitted to a leisure centre operator with the Landlord's consent (NTBUW).
<b>23.</b>	<b>Alterations</b>	The Tenant shall not carry out any structural alterations or additions to the Property without the Landlord's consent (NTBUW).
<b>24.</b>	<b>Costs</b>	The Tenant to pay the Landlord's reasonable and proper legal costs in connection with this lease.
<b>25.</b>	<b>Conditions</b>	Subject to contract. Subject to Council Members' approval. Subject to completion of variation of the SSLA Lease. Subject to completion of commercial Profit Share side agreement between CBC & STC. Subject to completion of side agreement between CBC & STC for drainage / electricity works, now carried out. Subject to completion of Licence for Alterations for the Tenant Works. Subject to EPC compliance.

Dated \_\_\_\_\_

Signed by Landlord \_\_\_\_\_

Signed by Tenant \_\_\_\_\_



Date: 20 September 2023

Scale 1:500  
EM 4433

Jenkins Pavilion & Garage / Tractor Store  
Engayne Avenue, Sandy SG19 1B

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Central Bedfordshire Council.

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