Summary of the Legal Contracts and Agreements

Summary of the contracts that will be entered into by the successful bidder:

1) **Development Agreement** incorporating a licence to occupy and an agreement for lease.

2) **Lease of the Café** (on practical completion) where the lessee will be responsible for:

   - Internal repairs, maintenance, replacement and decoration
   - Utility bills and business rates
   - The Council will be responsible for external repairs, maintenance, replacement and decoration and the lessee will pay a percentage contribution payment based on the floor area of the café proportionate to the whole building recovered as service charge[1]
   - Insurance of demise and contents
   - The Council will insure the structure, toilets and changing rooms and the lessee will pay a percentage contribution based on the floor area of the café proportionate to the whole building recovered as service charge[2]

3) **Property Management Agreement** of the toilets and changing rooms for the same length of time as the lease of the café.

   Responsibilities will be:

   - To manage the pitch bookings and changing rooms and collect the payment. A pitch booking includes use of the changing rooms
   - Internal repairs, maintenance, replacement and decoration
   - Cleaning and supply of consumables
   - Opening and closing

   All associated costs will be paid for by the tenant including:

   - Repair, maintenance, replacement and decoration costs
   - Utility bills (excluding water associated with the irrigation of the cricket pitches, which the Council will pay for)
   - Staff
   - Consumables
   - Business Rates (if assessed)

   The manager will keep 30% of the income from pitch bookings. The remaining 70% will be passed to the Council (for pitch maintenance and match preparation) less £5,000 pa as the Council's contribution towards the public's use of the toilets. The £5,000 pa will be increased pa by CPI.

   Clubs will be given priority booking. The operator can use changing rooms on days/times not required by the clubs at nil charge. However any extra income generated in the café/community rooms will be reflected in the lease turnover rent.

   Full and detailed information is contained in the documents of the same name, enclosed within the tender pack – Appendices D1, D2, D3 and D4.

[1] Except the roof which the operator will have 100% responsibility for if the roof is not replaced at the outset.
[2] No claim will be made where it's below the Councils excess, which is currently £1000 and is subject to change.