

HEADS OF TERMS

TRANSFER OF BRACKENWOOD GOLF COURSE TO BRACKENWOOD COMMUNITY GOLF LIMITED

Date 18 July 2023

1. **Lessor** - Wirral Borough Council
2. **Lessee** – Brackenwood Community Golf Ltd (BCGL)
3. **Building** – Brackenwood Golf Course together with the associated buildings, to include the golf shop, mess room and maintenance sheds.
4. **Premises** – As shown edged red on the attached plan.
5. **Term** – 30 years
6. **Rent** – Year 1 – Nil, Year 2 - £5,500, Year 3 - £10,725, Year 4 to 30 £16, 250 and rent reviews based on CPI uplift at years 10 and 20. (R&M Estates are providing a rental guarantee to the Council for the first three years of the lease)
7. **Use** – An 18-hole golf course, areas for Biodiversity Net gain and continued community access in addition to two mini size 5-a-side pitches and two full-size playing pitches subject to the conditions set out in the P&R report of 27 July 2023.
8. **Assignment** – Any request for assignment will require the written consent of the Council.
9. **Sub-letting** – Sub-letting of the whole or part is expressly prohibited.
10. **Alterations** – Structural alterations to buildings on the premises, including the golf shop, mess rooms maintenance sheds etc., may not be carried out, except with the prior written consent of the Council.

Major alterations to the golf course will only be permitted with the prior written consent of the Council.

Minor alterations will be permitted.
11. **Services** - The lessee shall be responsible for all services to and from the premises.
12. **Planning** – The lessee shall be responsible for ensuring that all necessary Planning consents are in place.
13. **Rates and taxes** – The lessee shall be responsible for any Rates payable.

14. **Repairing Obligations** - The lessee shall be responsible for keeping the property in good repair.
15. **Insurance** – The lessee will insure the asset in the joint names of the lessee and the lessor.
16. **Fees** – Each party to be responsible for their own fees arising from the transaction.
17. **Other matters** – As part of the business plan a Biodiversity Net Gain proposal was submitted. This was a “high-level” document. During the negotiations a more detailed strategy was submitted and this has now been agreed between the parties. It is understood that the Cheshire Wildlife Trust will advise on this aspect of the work and their advice will need to be included as part of the transfer obligations. Brackenwood Community Golf Limited will seek to use the principles of a Suitable Alternative Natural Green Space (SANG) for environmental works on the course. However, this will not include seeking a formal designation of a SANG as it is not possible to meet all the criteria for such a designation from the golf course.
18. An Investment Plan for surpluses to be re-invested in the course has been agreed.
19. An annual monitoring template has been agreed for reporting progress post transfer
20. A table showing the community benefits to be provided by Brackenwood Community Golf Limited has been agreed.
21. A maintenance plan for the golf course once transferred has been agreed.
22. **Playing Pitches** – 2 number mini 5-a-side pitches and two full-size playing pitches (subject to the conditions set out in the P&R report dated 27 July 2023) to be provided on Brackenwood Golf Course. The location(s) to be identified and agreed in the lease. The sites to be appropriate for pitches with parking facilities or use of existing on-site parking facilities. The pitch construction will be phased from year 3 of the lease onwards to allow the new company to establish itself.

The documents referred to above, and agreed between the parties, will form part of the lease.