

HEADS OF TERMS

PROPOSED DEVELOPMENT AGREEMENT FOR THE SHIREBROOK RE: IMAGINED PROJECT

DATE: 20 MAY 2025

This document sets out the principal terms and conditions on and subject to which the following parties (the Parties) are willing to enter into a Development Agreement, provided the Parties agree and sign a detailed and legally binding Development Agreement (the Development Agreement).

The contents of this document are not exhaustive, and they are not, and are not intended to be, legally binding except where they are specifically stated below to be binding.

1. THE PARTIES

- (1) SHIREBROOK TOWN COUNCIL, whose administrative offices are at 209 Station Rd, Shirebrook, Mansfield NG20 8AF (the Client), and
- (2) BOLSOVER DISTRICT COUNCIL, whose administrative offices are at The Arc, Clowne, S43 4JY (the Developer)

2. THE PROJECT

- 2.1 The Project will include works to construct a new pavilion building and all associated public realm works in accordance with the Drawing Pack attached to these Heads of Terms as Appendix 1.
- 2.2 The proposed start date of the Project is a date to be agreed between the Parties
- 2.3 The proposed end date of the Project is a date to be agreed between the Parties.
- 2.4 If work starts before the Development Agreement is signed by both of the Parties, the Development Agreement is to have retrospective effect.
- 2.5 The Developer will provide the following resources: human: Client Lead Officer and Project Sponsor; and financial: The Developer will contribute £2,000,000 (two million pounds) of Regeneration Funding from the Ministry of Housing, Communities and Local Government
- 2.6 The Client will provide the following resources (human and other): Town Clerk; Chair of the Town Council, and any appointed representative who will be required to attend meetings as and when required throughout the delivery of the project
- 2.7 The Project is expected to make use of the following third-party resources which are to be procured and appointed under contracts by

the Developer: Project Management resource including client lead officer (Bolsover District Council), Project Administration (Dragonfly Management (Bolsover) Limited), Client Agent (Whiteley Eaves), cost manager (Whiteley Eaves), and administrative and financial support (Dragonfly Management (Bolsover) Limited); Principal Designer Role CDM2015 (Lathams); Principal Contractor CDM 2015 (Dragonfly Development Limited); and all appointed sub-contractors as required to deliver the requirements of the project scope.

- 2.8 The Developer will be responsible for putting in place arrangements to allow those third-party resources to be used for the purposes of the Project.
- 2.9 The Developer's contribution is to be limited to what the funding provided by any third-party funding allows the Developer to do.

3. FINANCIAL CONTRIBUTION AND EXTERNAL FUNDING

- 3.1 The Client's financial contribution will be: £0.00 (nil pounds)
- 3.2 The Developer's financial contribution will be an amount no greater than £2,000,000 (two million pounds). Any saving / underspend which is achieved throughout the delivery of the project shall be retained by the Developer.
- 3.3 The Client will re-imburse the following expenditure to the Developer: any and all additional costs incurred by the Developer as a result of variations to the Contract which are specified by the Client, and which fall outside of the scope as agreed and detailed within the Development Agreement; any additional works, finishes, fittings or equipment (FFE) which are requested by the Client to be installed by the Developer and/or its appointed third parties, which fall outside of the scope as agreed and detailed within the Development Agreement.
- 3.4 The Developer will allow a contingency to cover increases in pre-lims, inflation, TPI, or salaries of the key personnel, which may occur during the project
- 3.5 The Project is supported by the external funding: Regeneration Funding from Ministry of Housing, Communities, and Local Government (MHCLG)
- 3.6 The marketing and communications requirements which apply to the external funding are attached to these Heads of Terms. Both Parties will comply with those conditions.

- 3.7 The document retention requirements which apply to the external funding are attached to these Heads of Terms. The Client will ensure full compliance with the requirements throughout the delivery of the works. Both Parties will comply with those conditions.

4. BACKGROUND

- 4.1 The Client will provide the following Background: all documents, plans, maintenance records, and legal documentation which relates to the site where the works will be undertaken.
- 4.2 Other companies in the Developer's group will need to use the Client's Background for the purposes of the Project.

5. OWNERSHIP

- 5.1 The Client will own the new pavilion building and all associated public realm works in accordance with the Drawing Pack attached to these Heads of Terms as Appendix 1.
- 5.2 The Client will, upon Practical Completion, have full freehold ownership as well as full financial and operational liability for the new pavilion building and all associated public realm works in accordance with the Drawing Pack attached to these Heads of Terms as Appendix 1., including repairs and maintenance.
- 5.3 The Developer will, upon Practical Completion, be responsible for rectification of any known building defects which present as a result of works undertaken within the Scope, for a period of twelve months only.

6. CLIENT OBLIGATIONS

- 6.1 To put in place all necessary insurances for the pavilion building and all public realm areas upon practical completion of the project.
- 6.2 To issue a licence to the Developer to enable it to undertake the development.
- 6.3 To produce a business plan for the viable operation of the pavilion building and advertise the available premises to procure an end user for the commercial space of the new pavilion building.
- 6.4 To obtain any statutory consents and insurances prior to letting the commercial space.
- 6.5 To enter into a lease agreement for the commercial letting of the pavilion building on terms favourable to the Client, and at market value as determined by an independent RICS Valuer.

- 6.6 To produce and implement a maintenance schedule/s for the new pavilion building and all public realm areas, including both the hard and soft landscaping.
- 6.7 To enforce Traffic Regulation Orders on the Market Place to restrict vehicular access and parking on the Market Place following Practical Completion in order to protect BDC capital investment
- 6.8 To monitor and report on activities / events hosted on the Market Place, to inform the Developer of outputs and outcomes which are as detailed in Appendix 2.

7. CONFIDENTIALITY AND FREEDOM OF INFORMATION REQUESTS

- 7.1 Each Party will keep the other Party's confidential information confidential.
- 7.2 Each Party shall be responsible for the handling of personal and sensitive data and shall not be shared by either Party to the other Party without the consent of the individual concerned and is only to be used for the purposes of delivering the project within the terms of the Development Agreement.
- 7.3 Each Party will provide its own response in connection with a Freedom of Information request made in connection with this project.

8. LIABILITY

- 8.1 The Client will be liable for any breach of the client obligations as set out in this Heads of Terms document.
- 8.2 The Developer will be liable for the reinstatement of damage caused to the surrounding areas which fall outside of the project area.

9. CONFIDENTIALITY

- 9.1 This section 9 is legally binding.
- 9.2 The contents of this document are confidential to both of the parties.
- 9.3 Neither Party will at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, products, services or Intellectual Property of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by paragraph 9.4 below.
- 9.4 Each Party may disclose the other Party's confidential information:
 - 9.4.1 as permitted by the proposed Development Agreement, if the Parties enter into that agreement.

- 9.4.2 in confidence and only to the extent necessary to secure external funding, to any person providing or contemplating providing any funding for the Project.
 - 9.4.3 to its employees, officers, representatives or advisers who need to know that information for the purposes of negotiating the proposed Development Agreement and the terms of any external funding (the Negotiations); and
 - 9.4.4 so far as may be necessary to comply with the law, the order of any court of competent jurisdiction or any governmental or regulatory authority.
- 9.5 Neither Party will use the other Party's confidential information for any purpose except the Negotiations.

10. GENERAL

- 10.1 This section 10 is legally binding.
- 10.2 Each Party will pay its own costs incurred in connection with the negotiation, preparation, and the execution of these Heads of Terms, the proposed Development Agreement (whether or not it is entered into) and any documents referred to in either of those documents.
- 10.3 Either Party may, at any time before the Development Agreement has been entered into, withdraw from the Negotiations without having to give any reason for doing so and without incurring any liability to the other Party.

11. GOVERNING LAW AND THIRD-PARTY RIGHTS

- 11.1 This section 11 is legally binding.
- 11.2 These Heads of Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation are governed by, and are to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including non-contractual claims and disputes) which has arisen or may arise out of, or in connection with, these Heads of Terms, except that a Party may bring proceedings to protect its Intellectual Property or Confidential Information in any jurisdiction.
- 11.3 The Development Agreement (if it is entered) and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by, and that agreement will be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute (including non-contractual claims and disputes) which arises or may arise out of, or in connection with, the Development Agreement, except

that a Party may bring proceedings to protect its Intellectual Property or Confidential Information in any jurisdiction.

- 11.4 No one except a Party, its successors and permitted assignees, will have any right to enforce any of the terms set out in these Heads of Terms.

SIGNED on behalf of the Developer: **SIGNED on behalf of the Client:**

Name:

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Name:

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Position:

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Position:

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Signature:

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Signature:

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