

Forest Sport Zone Agreement – Key Provisions

1. Parties (NFCT/NCC) acknowledge the expected cost of the project of £1.8m with contributions from NTU of £500,000, and Nottingham Forest Community Trust of £300,000. The balance is the subject of submission to other funding bodies.
2. The parties agree to act at all times in accordance with the relevant grant conditions and the requirements (unless amended) of the agreement entered into with Nottingham City Council as “Owners” of the Forest Site subject to the Inclosure Act of 1845.
3. Monies to be spent on the development of project as described to incorporate new artificial 3G floodlit pitch and accompanying facilities. [Full details to be provided].
4. NTU accept that they will be unable to obtain a Lease due to the lack of exclusive possession and the obligations imposed under the title to this land, which prevents any sale, lease or other formal disposition from taking place but will be granted a Licence (see below) not terminable except where a fundamental breach.
5. NTU to be granted a Licence with the following key provisions:
 - 5.1. rights to use pitches for 26 weeks per year (based on University term periods);
 - 5.2. 21 hours per week of usage including weekday evening and each Wednesday from noon as set out in the attached schedule;
 - 5.3. term of arrangement to be for 21 years in line with Football Foundation clawback period.
 - 5.4. in the event that the Licence is terminated without fault on NTU’s part or the other parties materially reduce the permitted hours / Licence rights for NTU, NTU will be entitled to recover their unamortised investment from [Nottingham City Council / NSCT] based on 1/21 of investment value per outstanding year of term. It will not be possible to protect this right via a Charge on the property, and as such NTU accept that their rights will need to be contractual/ potentially protected by a Caution against dealings (subject to a Deed of Priority behind the interests of the Football Foundation.)
6. Contractor to be appointed by [NFCT?] but NTU to be fully involved with the appointment, including specification, procurement process, contract terms, submission of interim accounts and snagging arrangements. NTU to be granted collateral warranty by Contractor/professional team to protect their investment.
7. There will need to be discussions with regard to amending the restrictions contained within the current City Council / NFCT Agreement, eg general obligation to make sites fully available and accessible to users at all times will have to be modified to take account of the NTU “protected” hours. Income sharing arrangements contained within current arrangements will not relate to income received from NTU.
8. Maintenance requirements - we expect the facility to be maintained in accordance with NTU standards and covered by our annual contribution.