



**SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL**

# Officer Delegated Decision

11th April 2025

Richard Wyles – Deputy Chief  
Executive & S151 Officer




## New lease at Unit 6 Mowbeck Way, Grantham

To approve the grant of a new lease for a three-year period for Unit 6 Mowbeck Way, Grantham

### Contact

Lianne Smith, Compliance & Data Officer

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<b>Decision made by:</b>	Richard Wyles – Deputy Chief Executive & S151 Officer
<b>Decision:</b>	To grant the new lease at Unit 6 Mowbeck Way, Grantham
<b>Public or Exempt:</b>	This report is not exempt from publication; however, appendix 1 is exempt from publication
<b>Reasons for exemption:</b>	The public interest in maintaining the exemption in appendix 1 outweighs the public interest in disclosing the information because it contains financial information relating to confidential negotiations with a third party and the Council must be able to undertake such negotiations without thereby putting confidential items in the public domain if it is to maintain the confidence of third parties in undertaking dealings with the Council
<b>Conflicts of interest:</b>	No
<b>Policy compliant:</b>	Yes
<b>Details of delegation:</b>	In accordance with the Constitution, Part 26 Property (including land) paragraph (a) the Deputy Chief Executive & S151 Officer is authorised to carry out the following functions and issue any relevant notices: a) Responsibility for managing the Council's commercial property and development function and external consultants retained for that purpose.

	(f) To arrange short term (up to seven years) lettings of land and property not immediately required for other purposes at rent/licenses fees fixed by the Section 151 Officer
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## 1. Implications

Taking into consideration implications relating to finance and procurement, legal and governance, risk and mitigation, health and safety, diversity and inclusion, safeguarding, staffing, community safety, mental health and wellbeing and the impact on the Council's declaration of a climate change emergency, the following implications have been identified:

### ***Finance***

- 1.1 The agreed lease amount is in line with the amount budgeted for and other costs such as insurance and service charges will be recharged as required as set out in the lease agreement.

Completed by: *David Scott – Assistant Director of Finance (deputy s151 officer)*

### ***Legal and Governance***

- 1.2 The Deputy Chief Executive has the required delegation to make this decision.

Completed by: James Welbourn, Democratic Services Manager and Deputy Monitoring Officer

## 2. The Purpose of the Report

- 2.1 The purpose of the report is to authorise the new lease for a three-year period for Unit 6 Mowbeck Way, Grantham.

## 3. Available Options Considered

- 3.1 To grant the new lease at Unit 6 Mowbeck Way, Grantham, in line with the Heads of Terms enclosed in ***EXEMPT Appendix 1 – Heads of Terms.***
- 3.2 To not grant the lease - SKDC become responsible for the cost for marketing fees to locate a new tenant and any further costs associated with the void period this including the service charge demanded for the area.

## 4. Preferred Option

- 4.1 To grant the new lease at Unit 6 Mowbeck Way, Grantham in line with the Heads of Terms enclosed in **EXEMPT Appendix 1 – Heads of Terms**.

## **5. Reasons for the Decision(s)**

- 5.1 The industrial unit which is owned by this Council has eight units located at Mowbeck Way, with most let to small local companies.
- 5.2 The tenant has viewed the unit with the managing agent and requested a lease term of three years for Unit 6 Mowbeck Way, Grantham as shown in **EXEMPT Appendix 1 – Heads of Terms**.
- 5.3 Our managing agent has conducted the necessary checks on the proposed tenant SKDC agreed they are a suitable candidate for the lease of Unit 6 Mowbeck Way, Grantham.
- 5.4 The lease will be contracted outside the security of tenure provisions under sections 24 – 28 of the Landlord and Tenant Act 1954.
- 5.5 The tenant will be responsible for the full internal repair, maintenance, and decoration of the entire demise. The insurance is to be effected by the Landlord and recoverable from the tenant. Rent, insurance and service charges are subject to VAT.
- 5.6 The inclusion of a rent deposit will be held by the landlord and reimbursed at the end of the term providing the tenant has complied fully on the obligations as set out in the lease.
- 5.7 A 4-week rent free period has been agreed on commencement of the lease.
- 5.8 The service charge is payable by the tenant for the upkeep and maintenance of the common parts and shared area facilities.
- 5.9 Should authority not be granted by SKDC, the unit will become empty which will create a loss of income during the marketing process to secure a new tenant and the cost of the marketing itself. SKDC will also be responsible for the maintenance and upkeep of the unit along with business rates and insurance.
- 5.10 The premises will be used for purposes only falling within Class E (g) (iii) (Industrial Processes) of the Town and Country Planning (Use Classes) Order 1987 (as amended 2020).

## **6. Appendices**

EXEMPT Appendix 1 - Heads of Terms

Appendix 2 – Lease Plan

Signed by: Richard Wyles

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