



**SOUTH
KESTEVEN
DISTRICT
COUNCIL**

Officer Delegated Decision

3rd June 2025

Richard Wyles – Deputy Chief
Executive & S151 Officer



Renewal Lease at Unit 4 Wherry’s Lane, Bourne

To approve and grant the renewal lease for a period of 5 years at Unit 4 Wherry’s Lane, Bourne.

Contact

Lianne Smith - Compliance & Data Officer

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Decision made by:	Richard Wyles – Deputy Chief Executive & S151 Officer
Decision:	To grant the renewal lease for a period of five years for Unit 4 Wherry’s Lane, Bourne
Public or Exempt:	This report is not exempt from publication; however, appendix 1 and 2 are exempt from publication
Reasons for exemption:	The public interest in maintaining the exemption in appendix 1 and 2 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
Conflicts of interest:	No
Policy compliant:	Yes
Details of delegation:	In accordance with the Constitution, Part 26 Property (including land) paragraph (f) the Deputy Chief Executive & S151 Officer is authorised 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

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 current lease amount as 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 delegated authority to take this decision.

Completed by: *James Welbourn, Democratic Services Manager*

2. The Purpose of the Report

2.1 The purpose of the report is to authorise the renewal lease for a five-year period for Unit 4 Wherry's Lane, Bourne

3. Available Options Considered

3.1 To grant the renewal lease at Unit 4 Wherry's Lane, Bourne, in line with the Heads of Terms enclosed in ***EXEMPT Appendix 1 – Heads of Terms***.

3.2 To not grant the lease has no benefit to SKDC. The current tenant would vacate the premises and SKDC will incur costs associated with the void period this including the service charge demanded for the area. Alongside this SKDC would incur costs associated with the marketing of the unit.

4. Preferred Option

4.1 To grant the renewal lease at Unit 4 Wherry's Lane, Bourne in line with the Heads of Terms enclosed in ***EXEMPT Appendix 1 – Heads of Terms***.

5. Reasons for the Decision(s)

- 5.1 The retail unit which is owned by this Council has seven units located at Wherry's Lane, with most let to small local companies.
- 5.2 The tenant has discussed the renewal with the managing agent and requested a lease term of five years for Unit 4 Wherry's Lane, Bourne as shown in **EXEMPT Appendix 1 – Heads of Terms**.
- 5.3 During the tenants existing term, there have been no issues with rent payments or any breaches of the terms noted in their existing lease.
- 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 continue to 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 service charge is payable by the tenant for the upkeep and maintenance of the common parts and shared area facilities.
- 5.7 Should authority not be granted by SKDC, the unit will become vacant which will incur 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.
- 5.8 The renewal lease will commence on 1st August 2025 to run in line with the expiry of the existing term.
- 5.9 The lease will include a tenant rolling break after the third year of the term. The lease will incorporate a rent review at the third year of the lease.
- 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

- 6 EXEMPT Appendix 1 - Heads of Terms
- 6.1 EXEMPT Appendix 2 – Current Lease
- 6.2 Appendix 3 – Location Plan

Signed by: Richard Wyles
