

Appendix A

Heads of Terms for the Cobtree Young Farmers (draft)

CYFC: Cobtree Young Farmers Club

CMET: Cobtree Manor Estate Trust

CMET's Managing Agent: Continuum (Kent Life) Ltd: Currently managing the attraction and land on behalf of CMET

Summary:

The Cobtree Young Farmers Club is to be located at the area known as 'The Flower Field' between the second paddock beside the river and the M20 crossing. This area is shown edged red and blue on the attached plans 1 and 2.

This will be the location for their charitable club, where the CYFC can meet and tend to their animals.

A 5 year lease will be granted to CYFC.

1. The CYFC will organise with the Rural Protection Agency to operate with its own County Parish Holding number (CPH), to ensure all accurate recording and reporting to the relevant authorities.
2. There will be no rent payable, but The CYFC must deliver 2 events (1 spring, 1 autumn, subject to animal movement restrictions) and an open day for the benefit of the Kent Life attraction in partnership with the Events Duty Manager. These will need to be confirmed in time for the appropriate marketing material.
3. CYFC to provide a minimum of 100 volunteer hours to CMET or their managing agent in addition to the open day and events, in lieu of a rent payable. The amount of volunteer hours to be agreed and arranged with CMET's managing agent. Some of these hours could be used in the support of children and young people to visit and work with them for short periods.
4. The CYFC is responsible for all utility costs including water, electricity and waste disposal within their area, and to arrange for separately metered supplies.
5. The CYFC is responsible for full insurances and liability cover. CMET's managing agent will not be liable for any accidents or injuries sustained by club members or guests visiting the CYFC area.
6. The CYFC is responsible for maintaining the condition of the buildings, fencing and open areas to a high standard of repair and safety, as detailed by a condition survey.
7. CMET and their managing agent will be able to inspect the land edged red and blue at any time.

8. The field edged in blue on Plans 1 and 2 will be divided into 4 paddocks by the CYFC to facilitate the segregation of animals when the field is required for overflow car parking by CMET's managing agent.
9. Any additional buildings and fencing constructed by the CYFC must be of a temporary nature and able to be removed should the CYFC cease to use the area. The CYFC must not undertake any building work without prior approval of CMET's managing agent.
10. The CYFC is responsible for the care and welfare of all the animals under their County Parish Holding. This includes organising all feed and veterinary arrangements under separate accounts to CMET's managing agent.
11. Any emergency feeding requested of CMET's managing agent must be notified in writing and will be back charged as a reasonable and appropriate percentage of the Livestock Officer's time. This charge to be agreed at the start of the agreement.
12. CMET's managing agent may require use of the field edged blue for events during the season. During these events all livestock must be removed from the field. This use will be confirmed at least 2 months prior to the events to allow for sufficient notice.
13. On occasion, the CYFC may locate their livestock within the Farmyard at the Kent Life attraction at times agreed with Kent Life. On these occasions, feed costs will be covered by CMET's managing agent.
14. Access through the car park to the CYFC area is permitted during normal operating hours. Access outside of these hours must be agreed in writing so as to allow for appropriate security management at all times. CYFC to provide written confirmation of their 'normal/regular' working hours, and advance written notice of abnormal period of attendance, for example at lambing time.
15. Access to the Kent Life attraction will be granted to CYFC volunteers, where appropriate, by the Livestock Officer. This will be subject to training and organised by rota. There will be no access to the Kent Life attraction outside of operating hours without prior approval from the General Manager.
16. Access to the CYFC site will be along the access road shown coloured orange on Plan 2.
17. CMET's managing agent reserve an access for vehicles along the southern boundary of the site, as shown coloured yellow on Plan 1 and 2, to facilitate unobstructed access to the north part of the site. Access is also required when the field edged in blue on plans 1 and 2 is required for overflow parking.

18. The CYFC must exist solely for their members and must not set up any promotional or commercial activities at any time unless approved by and in partnership with CMET's managing agent – this includes fund raising opportunities.
19. Both the CYFC and CMET's managing agent will work together to promote and support each other in a positive manner at all times.
20. The CYFC must cooperate with the requirements of CMET's managing agent in complying with all statutory requirements in relation to the operating of Kent Life, producing to CMET such evidence as it shall request.
21. Use of machinery or equipment belonging to CMET's managing agent or the Kent Life attraction by the CYFC is at the agreement of CMET's managing agent or Kent Life only, and only by trained operatives. CMET's managing agent and CYFC to agree how to split the cost of fuel and maintenance.

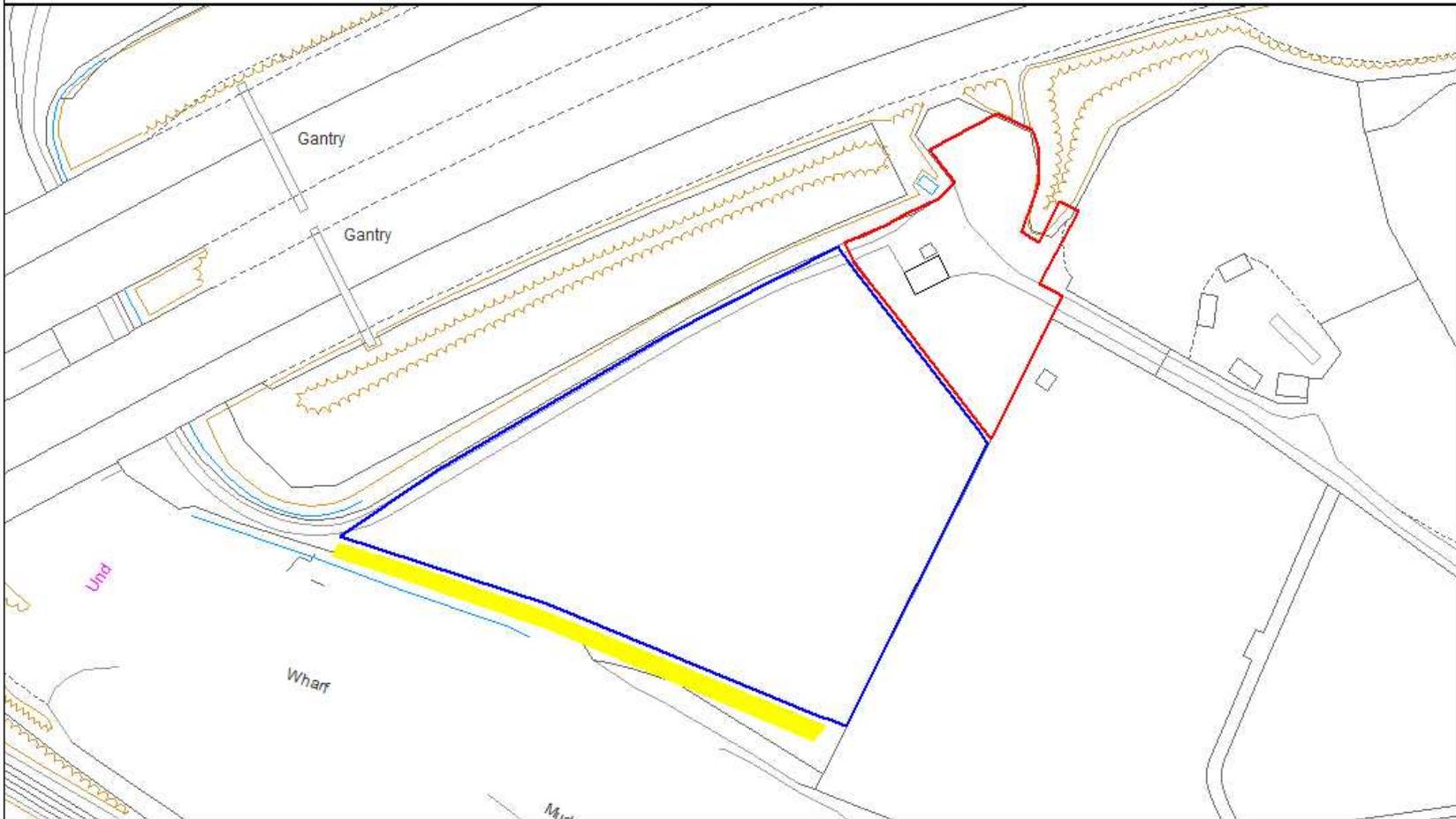
Plans below showing location of the young Farmers area on the Kent Life site:

Red; Young Farmers area.

Blue; Flower Field.

Yellow; Access ways.

THE MAIDSTONE BOROUGH COUNCIL



Cobtree Young Farmers Club

Museum of Kent Life



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Scale: 1:1250

