
Cabinet

19th November 2013

Name of Cabinet Member:

Cabinet Member (Education) - Councillor Kershaw

Director Approving Submission of the report:

Executive Director, People

Ward(s) affected: All

Title:

Lease and Asset Transfer Agreements for proposed academy status of Ernesford Grange Community School and Radford Primary School.

Is this a key decision?

No.

Although this matter may affect all wards, the impact of the proposals is not expected to be significant

Executive Summary:

The Governing Bodies of Ernesford Grange Community School and Radford Primary School have agreed to convert to academy status and make an application to the Secretary of State for an Academy Order under the Academies Act 2010 ("the 2010 Act"). Both schools will be joining a multi academy trust operated by Sidney Stringer Academy ("the Academy").

In response to this the Council is required under Schedule 1 of 2010 Act (as amended by Schedule 14 of the Education Act 2011 ("the 2011 Act") to grant a 125-year term lease at a peppercorn rental for the land and/or buildings within its ownership that has been wholly or mainly used for the purposes of the school in the period of 8 years ending on the day on which a schedule is made. The Council is also required to agree an Asset Transfer Agreement which covers the transfer of furniture, equipment and other assets and also provides warranties covering transferring information and pre and post conversion issues.

At the Scrutiny Co-ordination Committee meeting on 27 April 2011 the Cabinet Member (Education) agreed to receive formal reports for all schools seeking academy status covering the lease and other legal agreements between the Council and the Academy. This report seeks to:

- a. Report on the long lease and asset transfer agreements for Ernesford Grange Community School and Radford Primary School including an underlease proposed for the Radford Children's Centre which is co-located on the Radford Primary School site.

- b. Note the consultation undertaken by both schools with local communities, including with ward councillors in relation to any claims for access and/or rights of way across the land to be included within the lease proposed for each site.
- c. Seek approval for the recommendations set out below:

Recommendations:

Cabinet is requested to:

1. Approve the grant by the Council to the Academy of a 125-year lease agreement at a peppercorn rental with the Academy for each proposed academy at Ernesford Grange Community School and Radford Primary School pursuant to the Academies Act 2010.
2. Approve the Council entering into two 125-year (less 3 days) underleases at a peppercorn rental between the Academy and the Council in respect of Radford Children's Centre
3. Approve the Council entering into the asset transfer agreements for Ernesford Grange Community School and Radford Primary School with the Academy.
4. Delegate authority to the Executive Director, People and Executive Director, Resources, in consultation with the Cabinet Member (Education) to agree any amendments to the Lease the Underlease and Asset Transfer Agreements arising from further consideration by the Academy.

List of Appendices included:

Appendix 1:	Lease for Ernesford Grange Community School
Appendix 2:	Lease for Radford Primary School
Appendix 3:	Underleases for Radford Children's Centre site
Appendix 4:	Asset Transfer Agreement for Ernesford Grange Community School
Appendix 5:	Asset Transfer Agreement for Radford Primary School

Other useful background papers:

None

Has it been or will it be considered by Scrutiny?

No

Has it been or will it be considered by any other Council Committee, Advisory Panel or other body?

No

Will this report go to Council?

No.

Report title: Lease and Asset Transfer Agreements for proposed academy status of Ernesford Grange Community School and Radford Primary School

1. Context (or background)

- 1.1 Following OFSTED inspections of schools in late 2012 and early 2013 both Ernesford Grange Community School and Radford Primary School were considered inadequate. They are both therefore subject to powers of formal intervention under the 2011 Act. The Department for Education (DfE) has worked with the Governing Bodies of these schools to agree to become sponsored academies under an umbrella Trust operated by the sponsor, Sidney Stringer Academy. This is part of the Government's national policy to improve under-performing schools. In both cases the schools would no longer be maintained by the LA. The decision maker in establishing an academy is the DfE.
- 1.2 The Academy is required to liaise with the land/building's owner (usually the Council as local authority) to agree the terms of either the freehold transfer or the grant of a long lease for land used and occupied by the current school. In the absence of agreement between the parties the Secretary of State can use a discretionary power under the 2010 Act to step in and make a "transfer scheme" requiring the land owner to transfer the land either by freehold transfer or the grant of a long lease (based upon a model form approved by the DfE).
- 1.3 Ernesford Grange Community School is being rebuilt under the Government's Priority School's Building Programme (together with Alice Stevens School which will be co-located within the site of Ernesford Grange School in 2015). Construction started in October 2013 and is due to be completed in Spring/Summer 2015. A back to back agreement involving the DfE, the Academy sponsor and the Council has been agreed and will enable the construction process to take place with the agreement of all parties. The 125 year lease granted to the Academy pursuant to the Academies Act 2010 will include a requirement for the Academy to enter into negotiations and agree with the Council the grant of a future underlease to the Council in respect of the site identified to enable Alice Stevens School to co-locate on the site when their new school is ready. The lease will also will require the Academy to enter into future negotiations with the Council should the Council seek to construct a community sports and swimming facility on the site.
- 1.4 The Ernesford Grange Community School site is currently co-located with a community nursery. This will not form part of the academy status transfer. Recent works have been completed enabling the nursery to move into refurbished former SSO accommodation that will be part of the Sowe Valley Primary School site with the nursery provision being overseen by the Primary School's management and governance arrangements.
- 1.5 Ernesford Grange Community School also currently provides a 10-place enhanced resource provision for students with autism spectrum disorder (ASD). This arrangement will continue post academy status and will be subject to periodic review and agreement under a service agreement between the Council and Academy.
- 1.6 The Radford Children's Centre is co-located within the Radford Primary School site. In consideration that this area is not used by the school this will not be part of the academy status transfer. It is proposed that in terms of lease arrangements, the whole school site is leased by the Council to the Academy subject to the grant of an underlease to the Council of that part of the site forming the Radford Children's Centre for a term of 125 years (less 3 days) at a peppercorn rent. This arrangement will protect current access, site responsibilities and space sharing agreements but will provide greater flexibility for the site in the future if necessary.
- 1.7 The Council and the Academy are also required to agree a Commercial or Asset Transfer Agreement covering the transfer of assets furniture, equipment etc and also providing

warranties across both parties in terms of information transfer etc. The transfer of employees and under TUPE and pension arrangements will also be covered. The DfE has produced a set of standard form documents for use in these agreements and these will form the basis for agreements between the Council and the Academy. Where there is any Council-owned assets on the site eg WAN equipment, then the service manager will agree separate rental/loan terms with the school and the Council will retain ownership.

- 1.8 At its meeting on 12th February 2013, the Cabinet adopted an amended policy on local authority maintained schools converting to academy status. This re-stated the Council's opposition to forced academy conversions however agreed that where there are no other options that the DfE will approve, then the Council will work with the Governors and DfE to identify an academy sponsor that is local to the City and committed to working in strong partnership with Coventry and its schools. The proposed academy status for both schools have been approved by each School's Governing Body and are therefore not forced conversions.
- 1.9 At the Scrutiny Coordination Committee meeting held on 27th April 2011, the Cabinet Member (Education) decided that the necessary leases, loan agreements and other agreements for each academy application should be the subject of formal consideration by the relevant Cabinet Member or Cabinet.
- 1.10 Following the above meeting, the Cabinet Member (Education) also decided to require schools seeking conversion to undertake specific consultation with their local communities in relation to the lease. In particular, she was interested to hear of any claims in relation to access or rights of way from the general public. Officers were asked to liaise with ward councillors on the same matter.
- 1.11 The Council is required to cooperate with the sponsor and schools proposing to convert. In addition to the formal lease and asset transfer agreements, the Council is also required at its own expense to agree closure of accounts and financial transfers, and provision of HR support and information (including staff transfer, TUPE and pension data).
- 1.12 For a school transferring to a sponsored academy, the Council is usually required to be a co-signatory to an Academy Action Plan (AAP) document for each school together with the sponsor and governing body. On this occasion the Academy sponsor has been advised by the DfE that an AAP is not required for either school's transfer to academy status.

2. Options considered and recommended proposal

- 2.1 Under Schedule 1 of 2010 Act (as amended by Schedule 14 2011 Act), the Council is required to grant to the academy a 125 year lease at a peppercorn rental for land wholly or mainly used by the school in the preceding 8 years.
- 2.2 Failure to agree a lease for the playing fields may result in the Secretary of State using a discretionary power under Schedule 1 of the 2010 Act to step in and make a transfer scheme.
- 2.3 The Council is required by DfE to agree an Asset Transfer Agreement with the academy. Failure to do so may delay the conversion of the academy. In the event that the conversion proceeds without the agreement being in place the Council may be exposed to potential liabilities in respect of assets and contracts post-conversion which would have been assumed by the academy under the model agreement prepared by the DfE.

3. Results of consultation undertaken

- 3.1 There is no requirement by DfE on local authorities or converting schools to consult specifically on the proposed lease of land/buildings. However, as stated in 1.6, schools

seeking academy status are advised to undertake a formal consultation exercise with their local community to ascertain if any rights of way or access claims exist for the land to be contained within the lease. The proposed lease will include a clause seeking to protect such rights (if any) affecting the land which are still subsisting and capable of taking effect.

- 3.2 The Academy has led for each school site a public consultation exercise regarding the proposals to be included within the lease and associated land via a published Public Notice in the Coventry Telegraph and have placed notices in local establishments. This consultation period ended on 23rd October 2013. The appropriate local Ward Councillors were also advised of the consultation exercise.
- 3.3 Both consultations on the proposed leases produced no responses from the local community. It should be noted that earlier preparation work by officers for the lease agreements had also identified no rights of way or boundary issues.
- 3.4 Headteacher groups, service providers and other stakeholders have been kept informed regarding proposals for academy conversion of all converting schools. This practice would continue as necessary in the future.

4. Timetable for implementing this decision

- 4.1 Following the agreement of this report, officers will immediately seek to finalise and sign the required Leases and Asset Transfer Agreements in liaison with the sponsor's solicitors to enable the schools to convert. The Academy's target conversion date for both schools is 1st January 2014.
- 4.2 Future school academy conversions will be subject to a similar Cabinet or Cabinet Member Report to this one in seeking approval for lease, asset transfer and other necessary agreements. The timings of such reports will be dependent on planned school conversion dates and issues raised by consultation on such agreements.

5. Comments from the Executive Director, Resources

5.1 Financial implications

- 5.1.1 Academies receive their funding directly from the Education Funding Agency) which includes a share of the central funding currently received by Local Authorities for maintained schools. Before conversion a commercial transfer agreement should be in place, which is designed to ensure that a number of agreements are in place including details of any assets or contracts that will transfer to the academy trust and of those that will not.
- 5.1.2 From April 2013 the Local Authority is funded differently for central education functions (e.g. school improvement, asset management, education welfare). This funding is now via an unringfenced grant – Education Services Grant, rather than core funding. When an academy transfers this grant is reduced on a per pupil basis both in-year and ongoing. The part year impact of the transfer of these schools from the 1st January is £24K, and the full year impact is £97K. Any part year reduction will be reported as part of the budgetary control forecast. The Statutory Functions Fundamental Service Review is reviewing services to reduce spending accordingly.
- 5.1.3 As Ernesford Grange Community and Radford Primary Schools will open as sponsored academies following an application from the school's Governing Body, this means that at the point of conversion if the schools have a deficit financial balance this will remain with the Council. If a school has a surplus financial balance then this transfers to the academy trust.

- 5.1.4 The Council is involved in calculating the financial balance, and paying to the academy any surplus within 4 months. To mitigate against the risk of a school having a deficit balance at the point of conversion finance colleagues work closely with the schools to ensure appropriate financial monitoring of budget and expenditure continues, and to forecast as accurately as possible the balance at the point of conversion. During this process, should the Council have concerns about the financial management being operated within the schools prior to conversion, then these can be formally raised with the Governing Body in line with sanctions set out in the Fair Funding Scheme of Delegation. Ultimately, the Local Authority can suspend a maintained school's right to a delegated budget, but we would only want to pursue this in extreme cases. In the event that the Local Authority makes an underpayment or overpayment in relation to any historic liabilities (including, without limitation, any payments relating to the School's accounts), the commercial transfer agreement states that the Local Authority and the Company agree to repay any such sums to the other (as appropriate).
- 5.1.5 In regard to specific financial implications on the land/buildings lease the Authority will only retain reversionary freehold risk. The Academies will acquire leaseholder and occupier risk. We have had clarification from the DfE Capital Review team that there will be no priority for capital given to schools that become Academies under the new system.
- 5.1.6 For sponsored academy conversions the Council usually has a responsibility to ensure that any health and safety issues in the predecessor schools are addressed ahead of transfer and also to complete any building works/projects including expansions. In the case of Radford Primary School there are no such part-complete or planned buildings works. However at Ernesford Grange the school is subject to a complete rebuild under the Government's Priority Schools Building Programme. Condition issues with the current buildings will therefore be addressed in light of health and safety and pupil protection priorities but also reflect the short remaining life of the current buildings.
- 5.1.7 A separate lease for the Site Officers houses were considered at both schools, however, investigations revealed that the site layout and location of the houses would prevent a re-use or sale by the Council in the event of them becoming surplus to academy requirements. .
- 5.1.8 The construction of the Children's Centre had investment from DFE capital grant. If the usage of any Children's Centre changes prior to the asset being fully depreciated then the Local Authority could be liable to repay capital grant. The terms and conditions of the lease arrangement in relation to the Children's Centre at Radford Primary School will ensure there is no financial risk for the Local Authority where this change is driven by the Academy sponsor.

5.2 Legal implications

- 5.2.1 The 2010 Act (and amended by the 2011 Act) provides for conversion of a mainstream school into an academy in two circumstances, firstly on application of the school's governing body under clause 3, or secondly, if the school is eligible for intervention.
- 5.2.2 The Academy is required to liaise with the land owner (in this case the Council as Local Authority) to agree the terms of a land transfer for land they have wholly or mainly occupied as a maintained school at any time in the previous 8 years. In the event of agreement not being reached the Secretary of State has a discretionary power under Schedule 1 of the 2010 Act (as amended by Schedule 14 of the 2011 Act) to step in and make a "transfer scheme".
- 5.2.3 Schedule 1 of the 2010 Act requires the academy and the Council execute legal documentation transferring the land by way of the grant of a long lease for a term of 125 years. In accordance with Schedule 1 of the 2010 Act the Council is obliged to grant to the academy a 125 year lease at a peppercorn rental of the land shown edged red on the plan attached hereto currently forming the site of the school's existing land. Guidance on land

transfer from the Department of Education suggests that if land is held by a local authority then a long leasehold interest should be granted rather than a transfer of the freehold.

5.2.4 Officers within Resources Directorate will prepare and complete the long leases to the appropriate academy. The form of lease will be based upon the "model long term lease" produced by the Department for Education. For Radford Primary School it has been agreed with the Academy sponsor that two underleases will also be agreed to reflect the buildings and external spaces currently used by the Council as "Radford Children's Centre". This will include flexibility to allow suitable alternative uses of the building by the Council in the event of them not being required as a Children's Centre in the future together with appropriate break clauses allowing the buildings to be returned to the Academy in the event of them becoming surplus to Council requirements. The lease for Ernesford Grange will include provisions requiring the Academy to comply with certain planning conditions included in the planning consent for the redevelopment under the Priority School Building Programme and the entering into of a Community Use Agreement in respect of the site

5.2.5 Officers within Resources Directorate will also prepare and complete an Asset Transfer Agreement in respect of both schools with the Academy company. The form of agreement will be based upon the model form document produced by the DfE. In the Transfer Agreement the Council will indemnify the academy company in respect of employee claims prior to the Transfer Date. Such claims would typically include claims for unfair dismissal, redundancy discrimination claims and equal pay claims. There are no such claims outstanding in respect of these schools. Various contracts will also be transferred and cross indemnities given in respect of the obligations assumed under such will be given by the Council and the Academy company to each other. The Transfer Agreement for Ernesford Grange will also refer to the letter signed by the Council and the existing governing body with the Secretary of State the mutual obligations regarding the school rebuild which will be novated to the Academy Company. In the Transfer Agreement for Radford Primary School employees who work in the Children's Centre will not be included in the list of the transferring employees. Assets and contracts which relate to the Children's centre will also be specifically excluded from the transfer.

6. Other implications

6.1 How will this contribute to achievement of the Council's key objectives / corporate priorities (corporate plan/scorecard) / organisational blueprint / Local Area Agreement (or Coventry Sustainable Community Strategy)?

The creation of Academies, if they are not part of a positive partnership of schools, has the potential to significantly reduce the Council's ability to pursue its corporate objectives that all children and young people are safe, achieve and make a positive contribution to the City. To date, in relation to the school(s) proposing to transfer to academy status covered by this Report, good relationships have been maintained and the sponsors have expressed a commitment to continue to work with the Council and other schools. This will require the sponsors and any future academies to use some of their funding to support partnership working.

Academies will have the ability to change the length of the school day and also set their own Term and holiday dates. Should academies set different dates from those agreed by other schools in the city then this will impact on parents particularly those with children at other schools.

6.2 How is risk being managed?

An academy is no longer maintained by the Council and the land and buildings transfer to the academy, so Health & Safety will no longer be the Council's responsibility. It will be the same for business continuity. If there were significant Health and Safety or Business Continuity

issues in an academy this could result in numbers of children and young people not being in school. This is likely to have an impact on the Council. This needs to be discussed and agreed with sponsors and headteachers as we consider with them the protocols for working with Academies.

6.3 What is the impact on the organisation?

Academies are independent bodies from the Council. As such they will have freedom to decide where they obtain services and support from. Where academies decide to procure services elsewhere than the Council then this may impact on the services involved. For many Council services this means no change as under Fair Funding legislation and Budget Delegation requirements, schools have held such budgets and service delivery decision-making powers for several years. However, where services have been provided as part of a corporate statutory service then academies will need to purchase such services from the Council or seek an alternative provider. When bidding for academy business, all Local Authority services will have to base bids on commercial rates that achieve full recovery of Authority costs. Revised formal arrangements in respect of service charging for community and academies were introduced from April 2013.

As Academies will become the employers of the school's staff, the converting schools will be required to follow TUPE legislation and also agree appropriate admission arrangements to teacher and support staff pension bodies prior to conversion. In these cases the transfer of staff will be between the Council and the Academy. Staff and trade unions have been and will continue to be consulted on the transfer.

The lease of land and buildings to the Academy for a term of 125 years will make the Academy wholly responsible for repair, maintenance and upkeep of the land and premises.

6.4 Equalities / EIA

There are no specific EIA issues directly related to the land transfer.

The agreement of a lease for the land and buildings to each academy will in itself not have any adverse effect on the community access or enjoyment of each of the sites compared to that currently available from the school. Parts of the current school buildings and certain site locations may have access restrictions or limits for those with a disability (eg wheelchair users, blind/partially sighted) or movement restriction (eg elderly) due to the age and design of the site, however, these issues will not worsen with the agreement of the lease.

Responsibility for monitoring and addressing access issues on the site will transfer from the Council to the Academy with the school's transfer to academy status and it will be for each academy to prioritise improvement works in the usual way.

6.5 Implications for (or impact on) the environment

Academies, as an independent organisation from the Council, will be responsible for working towards its own agenda for environmental improvements. The Carbon Reduction Commitment (CRC) Energy Efficiency Scheme as amended is a mandatory carbon emissions tax covering non-energy intensive users in both public and private sectors, and is a central part of the UK's strategy to deliver the emission reduction targets set in the Climate Change Act 2008. Emissions from academies are to be included in the total reported carbon emissions for their participating local authority. As such Academies will be responsible for providing appropriate information to the Council to enable us to procure Carbon Credits on their behalf.

6.6 Implications for partner organisations?

None that have not already been addressed.

Report author(s):**Name and job title:** Robin Baker, Assistant Capital Programme Manager**Directorate:** People**Tel and email contact:** 024 7683 2476 or robin.baker@coventry.gov.uk

Enquiries should be directed to the above person.

Contributor/approver name	Title	Directorate or organisation	Date doc sent out	Date response received or approved
Contributors:				
Julie Sprayson	Principle Legal Executive	Resources	26/09/13	26/09/2013
Rosalyn Lilley	Senior Solicitor	Resources	26/09/13	30/09/2013
Jo Mascarenhas	Strategic Asset Manager	Place	26/09/13	03/10/2013
Ashley Simpson	Capital & Strategic Planning Manager	People	26/09/13	26/09/2013
Neelesh Sutaria	HR Manager	Resources	26/09/13	07/10/2013
Rachael Sugars	Finance Manager	Resources	26/09/13	18/10/2013
David Haley	Director – Education & Inclusion	People	26/09/13	26/09/2013
Lara Knight	Governance Services Team Leader	Resources	22/10/2013	23/10/2013
Names of approvers for submission: (officers and members)				
Rachael Sugars	Finance Manager	Resources	26/09/2013	18/10/2013
Rosalyn Lilley	Senior Solicitor	Resources	26/09/2013	30/09/2013
Neelesh Sutaria	HR Manager	Resources	26/09/2013	07/10/2013
David Haley	Director – Education & Inclusion	People	26/09/13	21/10/2013
Brian Walsh	Executive Director, People	People	18/10/2013	21/10/2013
Cllr David Kershaw	Cabinet Member (Education)		18/10/2013	21/10/2013

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Lease Agreement for Ernesford Grange Community School

Dated

2013

- (1) The Council of the
City of Coventry
(Landlord)**

- (2) Sidney Stringer
Multi Academy Trust
(Tenant)**

Clean copy draft Lease / Oct. '13

Lease

Land and buildings at Ernesford Grange School and
Community College Princethorpe Way
Ernesford Grange Binley CV3 2QD
in the City of Coventry

Term: 125 years

Rent: Peppercorn (if demanded)
(Excluded from the Landlord and
Tenant Act 1954 Part II)

Ref: L/JS/7002-1539

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:		2013
LR2.	Title number(s):	LR2.1	Landlord's title number(s): WM904286
		LR2.2	Other title number(s): None
LR3.	Parties to this lease:		
	Landlord:		The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR
	Tenant:		Sidney Stringer Multi Academy Trust whose registered office is at City College Coventry 50 Swanswell Street Coventry CV1 5GD (Company Registered Number 06672920)
LR4.	Property: (referred to in the remainder of this lease as the "Property")		Please see the definition of "Property" in clause 1.1 and Schedule 1 In case of conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail
LR5.	Prescribed statements etc:		Please see clause 10
LR6.	Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")		The term is as follows: 125 years from and including the 1st January 2014
LR7.	Premium:		None
LR8.	Prohibitions or restrictions on disposing of this lease:		This lease contains a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc:		
		LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land: None

		LR9.2	Tenant's covenant to (or offer to) surrender this lease: None
		LR9.3	Landlord's contractual rights to acquire this lease: None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:		None
LR11.	Easements:		
		LR11.1	Easements granted by this lease for the benefit of the Property: The easement(s) set out in the Second Schedule to this lease
		LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property The easement(s) set out in the Third Schedule to this lease
LR12.	Estate rentcharge burdening the Property:		None
LR13.	Application for standard form of restriction:		The parties apply for the following restriction to be entered against the title number allocated to this lease: "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"
LR14.	Declaration of trust where there is more than one person comprising the Tenant:		Not applicable

THIS LEASE is made the day of

2013

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("the Landlord")
- (2) **SIDNEY STRINGER MULTI ACADEMY TRUST** (Company No 06672920) whose registered office is at City College Coventry 50 Swanswell Street Coventry CV1 5GD ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:-

- | | |
|------------------------------------|--|
| "Ancient Monument" | the listed ancient monument within the Property and shown coloured yellow on the Plan |
| "Amenities" | drainage water gas electricity telephone and any other services or amenities of like nature |
| "Building" | all that former site services accommodation shown coloured green on the Plan |
| "Conduits" | gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them |
| "Community Use Agreement" | an agreement between the Council (1) and the Tenant (2) pursuant to the conditions set out and more particularly detailed in the Planning Permission and being substantially in the form annexed hereto and marked "Annex A" |
| "Design and Build Contract" | means the design and build contract to be entered into by the Education Funding Agency in relation to the PSBP |
| "Environment Acts" | the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term |
| "Fixtures and Fittings" | all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling fibre patch panels cables and leads and any other apparatus from time to time in or upon the Property |
| "Funding Agreement" | <ol style="list-style-type: none">(a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant(b) any replacement or renewal of such agreement between the same parties and in substantially the same form and |

(c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property

"the Footpath"	shall mean the public right of way crossing the Property and being shown on the Plan by a broken green line
"Insured Risks"	fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters Provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of "Insured Risks"
"Interest"	interest at the rate of four per cent (4%) per annum above HSBC Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time
"Law"	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority
"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it
"Licence"	a licence dated day of 2013 made between the Secretary of State for Education (1) the Landlord (2) Ernsford Grange Community School (3) and Alice Stevens Secondary School (4) for the purposes of entering onto the Property during the Term to demolish the existing school buildings and construct new school buildings under the PSBP
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoing whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses)
"Plan"	the plan annexed to this Lease

"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term
"Planning Permission"	the planning permission relating to the Property under reference FUL/2013/1078
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term
"President"	the President of the Institution of Chartered Surveyors
"Property"	the property described in Schedule 1
"PSPB"	the Priority Schools Building Programme
"Reinstatement Value"	the full cost of reinstating the Property including:- <ul style="list-style-type: none"> (a) temporarily making the Property safe and protecting any adjoining structures (b) debris removal demolition and site clearance (c) obtaining planning and any other requisite consents or approvals (d) complying with the requirements of any Law (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement (f) all construction costs (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant)
"Rent"	a peppercorn
"Secretary of State"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time
"School"	Ernsford Grange School and Community College Princethorpe Way Ernsford Grange Binley in the City of Coventry
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	1st day of January 2014

"Termination Date"	the date of expiration or sooner determination of the Term
"the 1954 Act"	the Landlord and Tenant Act 1954
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT

(a)

1.2 In interpreting this Lease:-

1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise

1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term

1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested

1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute

1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders

1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation

1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done

1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words

1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors

1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12

1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates

1.2.12 a consent of the Landlord shall be valid if it is either:-

(b) (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or

(c) (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed

- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease)
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials
- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:-
 - (a) it is to be conducted in accordance with the Arbitration Act 1996 and
 - (b) the arbitrator has no power:-
 - (i) to order rectification setting aside or cancellation of this Lease
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions

- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:-
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand
- 1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits) and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted and
 - (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

2. Demise Rents and Other Payments

- 2.1 The Landlord with full title guarantee demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-
- 2.1.1 the Rent (if demanded)
 - 2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord
- 2.2 The Property is demised:-
- 2.2.1 together with the rights specified in Schedule 2
 - 2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3
 - 2.2.3 subject to the rights of way shown with a broken green line on the Plan and also subject to any other rights (if any) affecting the Property which are still subsisting and capable of taking effect
 - 2.2.4 subject to the terms and conditions set out in the Licence
 - 2.2.5 subject to the terms and conditions set out in the Planning Permission

3. **Tenant's Covenant**

The Tenant covenants with the Landlord as follows:-

3.1 **Rent and Payments**

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease

3.2 **Outgoings**

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of any adjoining neighbouring or other property of the Landlord as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges) (or a fair and proper proportion of such sums as the Landlord acting reasonably deems appropriate where the total charges relate to both the Property and any adjoining neighbouring or other property of the Landlord

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities

3.3 **Repair and Upkeep**

At all times during the Term to:

3.3.1 keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections and boundary walls, fences and hedges marked with an inward "T" on the Plan) clean and tidy and make good:

3.3.2 any damage it causes to the Property and/or

3.3.3 any deterioration to the condition of the Property that may arise from the Term Commencement Date

Provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage or if the reinstatement of any damage shall be impossible or impracticable

Provided further it is agreed that the repair and maintenance obligations set out in this clause 3.3 shall apply to both the existing and new buildings erected on the Property during the Term Save that it is further agreed that a sensible approach shall be made by both the Landlord and Tenant towards the degree of repair and maintenance of the existing buildings in consideration that the same will be demolished upon the completion of the new buildings under the Design and Build Contract and the PSBP

3.3.4 to notify the Landlord in writing immediately if any structural damage occurs to the Property

3.4 **Access of Landlord and Notice to Repair**

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) at reasonable times and upon reasonable prior notice (being not less than seven days' notice) to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

- 3.4.1 in the final three years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term
- 3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-
- (a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter
 - (b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:-
 - (i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement") and
 - (ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds availableand the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above
 - (c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme")
- and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord within 14 days of written demand and on a full indemnity basis as a contractual debt
- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property

- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise)
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant)

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property or School, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable to the Tenant's reasonable satisfaction

3.5 **Alterations and Additions**

- 3.5.1 Not to commit any act of waste
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
 - (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority and/or
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property and/or
 - (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property
 - (d) such erection alteration addition or variation will adversely affect the Ancient Monument (the Landlord having sole direction in this regard)

Provided that such alterations and additions to the Property as may be necessary under the Design and Build Contract and the PSBP shall be permitted

- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-
 - (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c)

- (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above
- (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require

3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord

3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term

3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord

3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit

3.5.8 Not to carry out any erection alteration or addition which shall or may adversely effect the Ancient Monument

3.6 **Signs and Advertisements**

3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:-

- (a) are required by law to be affixed or displayed or
- (b) do not require planning permission or
- (c) are necessary or usual for the authorised use of the Property

3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts

3.7 **Statutory Obligations**

3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them

3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations

3.8 **Yield Up**

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed

3.9 **Use**

3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause

3.9.2 Not to use the Property for any illegal or immoral purpose

3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:-

(a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time) and

(b) for community fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a)

3.9.4 To perform and observe the obligations and/or requirements on the part of the Tenant as set out and more particularly detailed in the Licence

3.9.5 Provided that the Tenant shall not be in breach of the terms of this Lease to the extent that it is complying with the provisions set out in the Community Use Agreement for so long as the same is subsisting throughout the Term and in particular to permit the use and enjoyment of facilities within the Property by local community groups and individuals (namely for the use of facilities including sports halls pitches and courts multi use games areas classrooms and meeting rooms) to provide sporting and educational benefits in accordance with the Community Use Agreement

3.10 **Planning and Environmental Matters**

3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise

3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property

3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development

3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within 20 days after its receipt by the Tenant

3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation

3.11 **Notices**

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property

3.12 **Dealings**

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation

3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another

3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer

3.12.5 Not to underlet the whole of the Property

3.12.6 Not to underlet any part or parts of the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed provided that any underletting of part or parts of the Property shall :-

(a) be granted for community purposes only

(b) be granted for a term not exceeding 25 years

(c) be excluded from the security of tenure provisions afforded under sections 24 to 28 (inc) Landlord and Tenant Act 1954 Part II

3.12.7 Not to charge the whole or any part or parts of the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

3.12.8 The Tenant will share the use of and hire out part or parts of the Property forming (inter alia) sports halls playing fields pitches and courts classrooms and meeting rooms with local community groups and individuals in accordance with the Community Use Agreement provided that any such sharing and hiring does not create a legal interest on the Property and no landlord and tenant relationship is thereby created

3.12.9 **Community Sports Facility**

3.12.9.1 During the Term the Landlord and Tenant may negotiate and agree the construction and provision of a new community sports facility to be constructed within the Property (the exact location to be agreed between the Landlord and Tenant at the relevant time both parties acting reasonably)

3.12.9.2 Subject to obtaining the consent of the Secretary of State for Education and in the event that the construction and provision of a new community sports facility as detailed above is agreed then it is further agreed that the Tenant shall grant to the Landlord an underlease

of the land and building forming such community sports facility together with any necessary rights of access and car parking thereto (the terms of such underlease to be agreed between the Landlord and the Tenant at the relevant time and both parties acting reasonably) provided that it is agreed that this clause does not operate to form an agreement for lease

3.12.9.3 For the avoidance of doubt such underlease in respect of the said community sports facility will be granted in accordance with the provisions set out in clause 3.12.6 save that it is permitted that the underlease will be granted at a peppercorn rental and the length of the Term will exceed 25 years

3.12.10 **Relocation Alice Stevens Secondary School**

3.12.10.1 During the Term the Landlord and Tenant may negotiate and agree the relocation of Alice Stevens Secondary School Ashington Grove Whitley Coventry ("Alice Stevens School") such new school buildings to be constructed within the Property the exact location to be agreed between the Landlord and Tenant at the relevant time (both parties acting reasonably)

3.12.10.2 Subject to obtaining the consent of the Secretary of State for Education (if required) and in the event that the construction and provision of the new Alice Stevens School as detailed above is agreed then it is further agreed that the Tenant shall grant to the Landlord an underlease of the land and buildings forming such new Alice Stevens School together with rights in relation to any necessary shared facilities (such as kitchen and reception) rights of access and car parking thereto (the terms of such underlease to be agreed between the Landlord and the Tenant at the relevant time and both parties acting reasonably) provided that it is agreed that this clause does not operate to form an agreement for lease

3.12.10.3 For the avoidance of doubt such underlease in respect of the new Alice Stevens School facility will be granted in accordance with the provisions set out in clause 3.12.6 save that it is permitted that the underlease will be granted at a peppercorn rental and the length of the Term will exceed 25 years

3.13 **Rights of Light and Encroachments**

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord

3.14 **Indemnity**

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease

3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising

3.15 **Costs**

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

- 3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three months after the Termination Date
- 3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable)
- 3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court

3.16 **VAT**

- 3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant
- 3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord

3.17 **Interest on Arrears**

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 14 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate

4. **Landlord's Covenants**

The Landlord covenants with the Tenant:-

4.1 **Quiet Enjoyment**

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

- 4.2 To observe the Landlord's covenants under the Substation Lease 1 and the Substation Lease 2

- 4.3 To pay and indemnify the Tenant against costs and expenses as referred to in paragraphs 5 and 6 of Schedule 3

5. **Insurance**

5.1 The Tenant covenants with the Landlord:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time
 - 5.1.2 to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property
 - 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within three years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall be apportioned between the Landlord and the Tenant according to their respective interests in the Property
 - 5.1.4 to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases)
 - 5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable
- 5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks

6. **Provisos**

6.1 **Re-Entry**

Where there occurs a breach by the Tenant of Clause 3.9 and/or 5.1.2 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease

6.2 **Landlord's Rights on Forfeiture**

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach

6.3 **Service of Notices**

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day
- 6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them
- 6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact

6.4 **Exclusion of S.62 L.P.A.**

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over any adjoining or neighbouring land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease

6.5 **Governance**

- 6.5.1 This Lease is governed by English law
- 6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England

6.6 **Agreement to Exclude Sections 24 to 28 of the 1954 Act**

- 6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease
- 6.6.2 The Tenant confirms that:-
 - (a) the Landlord served on the Tenant a notice ("the Notice") applicable to the tenancy created by this Lease on day of 2013 in accordance with section 38A(3)(a) of the 1954 Act and
 - (b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on the day of 2013 in accordance with the requirements of section 38A(3)(b) of the 1954 Act

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so

6.7 **Termination**

- 6.7.1 This Lease shall automatically terminate on the termination of the Funding Agreement in circumstances where there is no other Funding Agreement in existence
- 6.7.2 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination including where a notice terminating the Funding Agreement is served on the Tenant and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement
- 6.7.3 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement
- 6.7.4 On the termination of this Lease under Clause 6.7.1 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in this Lease

7. **Landlord's Powers**

- 7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained
- 7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions

8. **New Tenancy**

This Lease is a new tenancy for the purposes of the 1995 Act

9. **Contracts (Rights of Third Parties) Act**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act

10. **Charity**

The Property will as a result of this Lease be held by the Tenant as an exempt charity

11. **Arbitration**

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall be referred to an independent surveyor to be agreed between the parties and in default of agreement to be appointed by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Landlord in their sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

SCHEDULE 1

The Property

ALL THAT land and buildings situate at the Ernsford Grange School and Community College situated in Princethorpe Way Ernsford Grange Binley in the City of Coventry shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such Property and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant)

SCHEDULE 2

Rights Granted

1. Services

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon any adjoining land of the Landlord **PROVIDED** that the Landlord has the right at any time or times during the Term:-

- 2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant and
- 2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible)

2. Support

A right of support and protection to the Property from the Landlord's adjoining land

3. Access to Neighbouring Land of the Landlord

The right upon giving reasonable prior notice in writing (except in case of emergency) to the Landlord and all others from time to time so entitled to enter so far as is strictly necessary upon any adjoining or neighbouring land belonging to the Landlord for the purposes of inspecting and executing repairs to or on the Property which cannot otherwise be reasonably carried out subject to the Tenant:

- 3.1 causing as little damage, disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good (at its own costs and expense) as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

SCHEDULE 3

Rights Excepted and Reserved

1. The full and free right for the Landlord and their successors in title to build upon alter add to extend redevelop or otherwise use any part of the adjoining land or property now or formerly or hereafter belonging to the Landlord to the fullest extent as if this Lease had not been granted notwithstanding that such buildings or user may affect the access of light or air coming to the Property

2. The right to connect into and pass Amenities to and from any adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conduits the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and

making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

• 3. The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

3.1 inspecting and executing repairs additions alterations and other works to or on any adjoining or neighbouring land of the Landlord or to any Conduits within the Property; and

3.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease

4. The right of support and protection by the Property for such other parts of the adjoining land and property of the Landlord as requires such support and protection

Subject to the Landlord in the exercise of the aforesaid rights in paragraphs 1-4 causing as little damage and inconvenience to the Property as reasonably possible and making good to the reasonable satisfaction of the Tenant all damage caused to the Property and subject to the Landlord observing the reasonable and proper safeguarding requirements of the Tenant which have been notified in writing to the Council in relation to the safety of its students and staff at the Property.

5. To permit the Secretary of State for Education together with its appointed contractors pursuant to the Licence to enter onto the Property for the purposes of the construction of the new school buildings in accordance with the Design and Build Contract and the PSBP

6. From time to time during the Term the right (upon giving to the Tenant no less than two (2) months notice in writing) the right for the Landlord and its employees and visitors to use the whole or part of the Property as a polling station on dates and times as are necessary for the purposes of facilitating public voting during local general or European elections provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

7. From time to time during the Term the right for the Landlord to use the Property as an "Emergency Centre" in the event that there is a major incident in the City of Coventry that requires the use of buildings in cases of emergency provided that in such an event the Tenant will co-operate with the Landlord and use every effort to assist the Landlord's use of the Property notwithstanding any hiring arrangements that are in place for use of the Property at that time provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

8. The right for the Landlord (in common with its successors in title its tenants licensees occupiers visitors employees and contractors and all others entitled to the like right) to gain access to and from the Building (which shall for the avoidance of doubt include both vehicular and pedestrian access) across that part of the Property as is designated by the Tenant to afford such access from time to time (acting reasonably) in connection with the Landlord's proper use and enjoyment of the Building

9. Subject to receiving the prior written approval of the Tenant (such approval not to be unreasonably withheld or delayed) the right for British Telecommunications Plc to install apparatus across part or parts of the Property for all proper purposes

EXECUTED AS A DEED by the parties on the date which first appears in this Lease

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** in the presence of:-

Authorised Signatory

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **SIDNEY STRINGER MULTI ACADEMY TRUST** in the presence of:-

Director

Director/Secretary

ErmsfordGrangeSchool-13-js

Lease Agreement for Radford Primary School

Dated

2013

**(1) The Council of the
City of Coventry
(Landlord)**

(2) [(Tenant)]

First draft / Sept. '13

Lease

Land and buildings at
Radford Primary School,
Lawrence Saunders Road, Radford
in the City of Coventry
CV6 1HD

Term: 125 years

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-1491

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:		2014
LR2.	Title number(s):	LR2.1	Landlord's title number(s): []
		LR2.2	Other title number(s): None
LR3.	Parties to this lease:		
	Landlord:		The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR
	Tenant:		Sidney Stringer Multi Academy Trust whose registered office is at City College Coventry 50 Swanswell Street Coventry CV1 5GD (Company Registered Number 06672920)
LR4.	Property: (referred to in the remainder of this lease as the "Property")		Please see the definition of "Property" in clause 1.1 and Schedule 1 In case of conflict between this clause and the remainder of the lease then for the purposes of registration this clause shall prevail
LR5.	Prescribed statements etc:		Please see clause 10
LR6.	Term for which the Property is leased: (referred to in the remainder of this lease as the "Term")		The term is as follows: 125 years from and including the 1st day of January 2014
LR7.	Premium:		None
LR8.	Prohibitions or restrictions on disposing of this lease:		This lease contains a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc:		
		LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land: None

		LR9.2	Tenant's covenant to (or offer to) surrender this lease: None
		LR9.3	Landlord's contractual rights to acquire this lease: None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:		None
LR11.	Easements:		
		LR11.1	Easements granted by this lease for the benefit of the Property: The easement(s) set out in the Second Schedule to this lease
		LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property The easement(s) set out in the Third Schedule to this lease
LR12.	Estate rentcharge burdening the Property:		None
LR13.	Application for standard form of restriction:		The parties apply for the following restriction to be entered against the title number allocated to this lease: "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"
LR14.	Declaration of trust where there is more than one person comprising the Tenant:		Not applicable.

THIS LEASE is made the day of

2014

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("the Landlord")
- (2) **SIDNEY STRINGER MULTI ACADEMY TRUST** (Company No 06672920) whose registered office is at City College Coventry 50 Swanswell Street Coventry CV1 5GD ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:-

- | | |
|--------------------------------|--|
| "Amenities" | drainage water gas electricity telephone and any other services or amenities of like nature |
| "Conduits" | gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them |
| "Environment Acts" | the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term |
| "Fixtures and Fittings" | all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling fibre patch panels cables and leads and any other apparatus from time to time in or upon the Property |
| "Funding Agreement" | <ol style="list-style-type: none">(a) an agreement pursuant to Section 1 of the Academies Act 2010 made between (1) the Secretary of State for Education and (2) the Tenant(b) any replacement or renewal of such agreement between the same parties and in substantially the same form and(c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property |
| "Insured Risks" | fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time Subject in all cases to any |

exclusions or limitations as may from time to time be imposed by the insurers or underwriters Provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of "Insured Risks"

"Interest"	interest at the rate of four per cent (4%) per annum above HSBC Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time
"Law"	any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority
"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses)
"Plan"	the plan annexed to this Lease
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term
"President"	the President of the Institution of Chartered Surveyors
"Property"	the property described in Schedule 1
"Reinstatement Value"	the full cost of reinstating the Property including:- (a) temporarily making the Property safe and protecting any adjoining structures (b) debris removal demolition and site clearance

- (c) obtaining planning and any other requisite consents or approvals
- (d) complying with the requirements of any Law
- (e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement
- (f) all construction costs
- (g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant)

"Rent"	a peppercorn
"Secretary of State"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time
"School"	Radford Primary School Lawrence Saunders Road Radford in the City of Coventry CV6 1HD
"Term"	125 years from and including the Term Commencement Date
"Term Commencement Date"	day of 2014
"Termination Date"	the date of expiration or sooner determination of the Term
"the 1954 Act"	the Landlord and Tenant Act 1954
"the 1995 Act"	the Landlord and Tenant (Covenants) Act 1995
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT

1.2 In interpreting this Lease:-

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders

- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates
- 1.2.12 a consent of the Landlord shall be valid if it is either:-
- (d) (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (e) (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed and
- if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed
- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease)
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials
- 1.2.16 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord

- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:-
- (a) it is to be conducted in accordance with the Arbitration Act 1996 and
 - (b) the arbitrator has no power:-
 - (i) to order rectification setting aside or cancellation of this Lease
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions
- 1.2.26 if any matter in this Lease is to be determined by an arbitrator:-
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand
- 1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits) and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted and
 - (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

2. Demise Rents and Other Payments

- 2.1 The Landlord with full title guarantee demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant

paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded)

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord

2.2 The Property is demised:-

2.2.1 together with the rights specified in Schedule 2

2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3

2.2.3 subject to any other rights (if any) affecting the Property which are still subsisting and capable of taking effect

3. **Tenant's Covenant**

The Tenant covenants with the Landlord as follows:-

3.1 **Rent and Payments**

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease

3.2 **Outgoings**

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of any adjoining neighbouring or other property of the Landlord as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges) (or a fair and proper proportion of such sums as the Landlord reasonably deems appropriate where the total charges relate to both the Property and any adjoining neighbouring or other property of the Landlord

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities

3.3 **Repair and Upkeep**

At all times during the Term to:

3.3.1 keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections and boundary walls, fences and hedges marked with an inward "T" on the Plan) clean and tidy and make good:

3.3.2 any damage it causes to the Property and/or

3.3.3 any deterioration to the condition of the Property that may arise from the Term Commencement Date

Provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage or if the reinstatement of any damage shall be impossible or impracticable

3.3.4 to notify the Landlord in writing immediately if any structural damage occurs to the Property

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) at reasonable times and upon reasonable prior notice (being not less than seven day's notice) to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

(a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter

(b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:-

(i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property ("Funding Statement") and

(ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above

(c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application ("Funding Application") to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application ("Works Programme")

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord within 14 days of written demand and on a full indemnity basis as a contractual debt

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise)
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant)

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property or School, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable to the Tenant's satisfaction

3.5 **Alterations and Additions**

- 3.5.1 Not to commit any act of waste
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
 - (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority and/or
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property and/or
 - (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property
- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-
 - (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c)

- (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above
- (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require

3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord

3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term

3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord

3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit

3.6 **Signs and Advertisements**

3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:-

- (a) are required by law to be affixed or displayed or
- (b) do not require planning permission or
- (c) are necessary or usual for the authorised use of the Property

3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts

3.7 **Statutory Obligations**

3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them

3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations

3.8 **Yield Up**

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed

3.9 **Use**

3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause

3.9.2 Not to use the Property for any illegal or immoral purpose

3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:-

(a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the Tenant from time to time) and

(b) for community fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a)

3.10 **Planning and Environmental Matters**

3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise

3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property

3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development

3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant

3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation

3.11 **Notices**

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property

3.12 **Dealings**

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a

body or individual providing services or facilities which are ancillary to and within the uses referred to in clause 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation

- 3.12.2 Not to hold the Property or any part or parts of the Property or this Lease on trust for another
- 3.12.3 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property
- 3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer
- 3.12.7 Not to underlet the whole of the Property
- 3.12.8 Not to underlet any part or parts of the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed provided that any underletting of part or parts of the Property shall:
 - 3.12.8.1 be granted for community purposes only;
 - 3.12.8.2 be granted for a term not exceeding 25 years;
 - 3.12.8.3 be excluded from the security of tenure provisions afforded under sections 24 to 28 of the Landlord and Tenant Act 1954 Part II;
 - 3.12.8.4 Notwithstanding the provisions of this clause 3.12.6 the Tenant shall be permitted upon the date hereof to underlet all that part of the Property known as the Radford Children's Centre to the Landlord for a term of 125 years (less three days) and at a peppercorn rental
- 3.12.6 Not to charge the whole or any part or parts of the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

3.13 **Rights of Light and Encroachments**

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord

3.14 **Indemnity**

- 3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease
- 3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising

3.15 **Costs**

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

- 3.15.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within three months after the Termination Date
- 3.15.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable)
- 3.15.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court

3.16 **VAT**

- 3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant
- 3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord

3.17 **Interest on Arrears**

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 14 days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate

4. **Landlord's Covenants**

The Landlord covenants with the Tenant:-

4.1 **Quiet Enjoyment**

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord

- 4.2 To pay and indemnify the Tenant against costs and expenses as referred to in paragraphs 5 and 6 of Schedule 3

5. **Insurance**

5.1 The Tenant covenants with the Landlord:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time
- 5.1.2 to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property

- 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall be apportioned between the Landlord and the Tenant belong to the Landlord according to their respective interests in the Property
- 5.1.4 to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases)
- 5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable
- 5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks

6. **Provisos**

6.1 **Re-Entry**

Where there occurs a breach by the Tenant of Clause 3.9 and/or 5.1.2 of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease

6.2 **Landlord's Rights on Forfeiture**

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach

6.3 **Service of Notices**

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday

- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day
- 6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them
- 6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact

6.4 **Exclusion of S.62 L.P.A.**

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over any adjoining or neighbouring land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease

6.5 **Governance**

- 6.5.1 This Lease is governed by English law
- 6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England

6.6 **Agreement to Exclude Sections 24 to 28 of the 1954 Act**

- 6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease

- 6.6.2 The Tenant confirms that:-

- (a) the Landlord served on the Tenant a notice ("the Notice") applicable to the tenancy created by this Lease on day of 2013 in accordance with section 38A(3)(a) of the 1954 Act and
- (b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on the day of 2013 in accordance with the requirements of section 38A(3)(b) of the 1954 Act

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so

6.7 **Termination**

- 6.7.1 This Lease shall automatically determine on the termination of the Funding Agreement in circumstances where there is no other Funding Agreement in existence
- 6.7.2 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination including where a notice terminating the Funding Agreement is served on the Tenant and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement
- 6.7.3 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement

6.7.4 On the termination of this Lease under Clause 6.7.1 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in this Lease

7. **Landlord's Powers**

7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained

7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions

8. **New Tenancy**

This Lease is a new tenancy for the purposes of the 1995 Act

9. **Contracts (Rights of Third Parties) Act**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act

10. **Charity**

The Property will as a result of this Lease be held by the Tenant an exempt charity

11. **Arbitration**

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall be referred to an independent surveyor to be agreed between the parties and in default of agreement to be appointed by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Landlord in their sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

SCHEDULE 1

The Property

ALL THAT land and buildings situate at Radford Primary School situated in Lawrence Saunders Road Radford in the City of Coventry shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such Property and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant)

SCHEDULE 2

Rights Granted

1. **Services**

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as

there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon any adjoining land of the Landlord **PROVIDED** that the Landlord has the right at any time or times during the Term:-

- 2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant and
- 2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible)

2. **Support**

A right of support and protection to the Property from the Landlord's adjoining land

3. **Access to Neighbouring Land of the Landlord**

The right upon giving reasonable prior notice in writing (except in case of emergency) to the Landlord and all others from time to time so entitled to enter so far as is strictly necessary upon any adjoining or neighbouring land belonging to the Landlord for the purposes of inspecting and executing repairs to or on the Property which cannot otherwise be reasonably carried out subject to the Tenant:

- 3.1 causing as little damage, disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
- 3.2 making good (at its own costs and expense) as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right

SCHEDULE 3

Rights Excepted and Reserved

1. The full and free right for the Landlord and their successors in title to build upon alter add to extend redevelop or otherwise use any part of the adjoining land or property now or formerly or hereafter belonging to the Landlord to the fullest extent as if this Lease had not been granted notwithstanding that such buildings or user may affect the access of light or air coming to the Property

2. The right to connect into and pass Amenities to and from any adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conduits the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant

• 3. The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

3.3 inspecting and executing repairs additions alterations and other works to or on any adjoining or neighbouring land of the Landlord or to any Conduits within the Property; and

3.4 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease

4. The right of support and protection by the Property for such other parts of the adjoining land and property of the Landlord as requires such support and protection

Subject to the Landlord in the exercise of the aforesaid rights in paragraphs 1-4 causing as little damage and inconvenience to the Property as reasonably possible and making good to the reasonable satisfaction of the Tenant all damage caused to the Property and subject to the Landlord observing the reasonable and proper safeguarding requirements of the Tenant which have been notified in writing to the Council in relation to the safety of its students and staff at the Property.

5. From time to time during the Term the right (upon giving to the Tenant no less than two (2) months notice in writing) the right for the Landlord and its employees and visitors to use the whole or part of the Property as a polling station on dates and times as are necessary for the purposes of facilitating public voting during local general or European elections provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

6. From time to time during the Term the right for the Landlord to use the Property as an "Emergency Centre" in the event that there is a major incident in the City of Coventry that requires the use of buildings in cases of emergency provided that in such an event the Tenant will co-operate with the Landlord and use every effort to assist the Landlord's use of the Property notwithstanding any hiring arrangements that are in place for use of the Property at that time provided that the Landlord shall indemnify the Tenant against all proper and reasonable costs and expenses (both parties acting reasonably) of whatever nature reasonably and properly incurred by the Tenant arising from or resulting from the exercise of such rights

EXECUTED AS A DEED by the parties on the date which first appears in this Lease

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** in the presence of:-

Authorised Signatory

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **SIDNEY STRINGER MULTI ACADEMY TRUST** in the presence of:-

Director

Director/Secretary

Underlease Agreements for Radford Children's Centre

Dated

2013

**(1) []
(Landlord)**

**(2) The Council of the
City of Coventry
(Tenant)**

Clean copy / 11.10.13

Underlease

of premises known as
"the Children's Centre"
Radford Primary School
Lawrence Saunders Road,
Coventry CV6 1HD

**Term: 125 years (less 3 days)
(subject to Option to Determine)**

**(Excluded from the Landlord
and Tenant Act 1954 Part II)**

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-1491

PRESCRIBED CLAUSES

LR1. Date of Underlease

2013

LR2. Title number(s)

- **LR2.1 Landlord's title number(s)**
Title number(s) out of which this lease is granted.

1 LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

2 Landlord

[?]

3 Tenant

The Council of the City of Coventry
Council House
Earl Street
Coventry
CV1 5RR

4 Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

All that land and premises known as "the Children's Centre" Radford Primary School Lawrence Saunders Road in the City of Coventry and being more particularly described in the Definition section of this Lease

LR5. Prescribed statements etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. N/A</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: N/A</p>
<ul style="list-style-type: none"> • LR6. Term for which the Property is leased 	125 years (less 3 days) from the date hereof
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <ul style="list-style-type: none"> • First Schedule <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Second Schedule</p>
LR12. Estate rentcharge burdening the Property	None

LR13. Application for standard form of restriction None

LR14. Declaration of trust where there is more than one person comprising the Tenant N/A

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CLAUSE

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THIS LEASE is dated

2013

BETWEEN:

- (1) [] ("the Landlord")
- (2) **THE COUNCIL OF THE CITY OF COVENTRY** of the Council House Coventry CV1 5RR ("the Tenant")

A. DEFINITIONS

In this Lease the following words and expressions shall have the meanings assigned to them hereunder:-

"the School" shall mean Radford Primary School Lawrence Saunders Road in the City of Coventry

"the demised premises" shall mean all those premises situated in and forming part of the School shown edged red on Plan 1 annexed hereto and includes each and every part of the demised premises and known as the "Radford Children's Centre" together also with an external play area

"DBS Check" means a Disclosure and Barring Service Check

"the Director" shall mean the Executive Director of Resources for the time being of the Council

"the Funding" shall mean the Funding received for the construction of the "Radford Children's Centre" (forming part of the School site) in accordance with the Childcare Act 2006 from the "Sure Start Early Years and Childcare Grant"

"the Head Lease" means a lease dated _____ day of _____ 2013 granted pursuant to the Academies Act 2013 and made between the Council of the City of Coventry (1) and the Landlord (2)

"the Superior Landlord" means the Council of the City of Coventry and its successors in title

"the Caretaker" shall mean the appointed Caretaker of the School from time to time during the Term

"Insured Risks" means fire lightning explosion aircraft riot civil commotion malicious persons earthquake subterranean fire storm tempest flood escape of water impact by vehicle or animal theft and subsidence and any other risks against which the Tenant decides to insure against from time to time and Insured Risk means any one of the Insured Risks

"Plan 1 and Plan 2" shall mean Plan 1 and Plan 2 annexed hereto

"the Term" shall mean the Term of years created by Clause 1 hereof

"VAT" shall mean Value Added Tax or any tax of a similar nature and all and any monies payable pursuant to the provisions of this Lease (whether reserved as rent or otherwise) shall be deemed to be exclusive of VAT and where such money is or the supply relating thereto shall be or become liable to VAT then such VAT shall be payable in addition to the said monies

"the Car Park" shall mean all that car parking area within the grounds of the School

"Room 61" shall mean a room within the School used by the Tenant in conjunction with the demised premises and demised by the Landlord to the Tenant under a lease of even date and shown edged blue on Plan 2

B. INTERPRETATION

The Clause headings hereto do not affect the interpretation of this Deed

The expression "the Landlord" shall include its successors in title and assigns

The expression "the Tenant" shall where the context so admits include the person for the time being entitled to the reversion expectant upon the determination of the Term

The expression "person or persons" shall include a body corporate or firm

Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Landlord" or "the Tenant" covenants expressed to be made by "the Landlord" or "the Tenant" (as the case may be) shall be deemed to be made by such persons jointly and severally

All references herein to statutes statutory instruments rules orders and regulations or the like shall (unless otherwise stated) include any re-enactments or modifications thereof and those made in substitution or replacement of any which are repealed

Each covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not knowingly permit or suffer that act or thing to be done

This Lease is a new tenancy for the purpose of the Landlord and Tenant (Covenants) Act 1995

C. BACKGROUND INFORMATION

Pursuant to the Academies Act 2010 the Tenant granted to the Landlord the Head Lease in respect of the land and premises forming the school site known as Radford Primary School which included also the demised premises

The construction of the demised premises was made in accordance with the Childcare Act 2006 and was a capital funded project from monies secured under the Funding

The Tenant has used and occupied the demised premises since its construction by the Tenant for the provision of a wide range of young children and young family support services

The Landlord and the Tenant have agreed to enter into this Lease and the Tenant shall continue to provide (at its sole discretion from time to time) the childcare services and associated young family support services from the demised premises in accordance with clause 2.12 of this Lease and such other services from time to time at the Council's sole discretion subject also to any other compatible uses for the demised premises in accordance with any planning permission that may be granted from time to time

It is acknowledged that the DfE shall retain an interest in the demised premises under the terms of the Funding and in the event the use of the demised premises changes at any time during the Term and does not continue to satisfy the uses set out in clause 2.12 hereof then the Tenant is required to notify the DfE

1. OPERATIVE PART

In consideration of the rents reserved and of the covenants by the Tenant herein contained the Landlord demise to the Tenant ALL THAT the demised premises with full title guarantee together with the rights of way described in the First Schedule EXCEPT AND RESERVED unto the Landlord their licensees tenants and all persons authorised by them the rights specified in the Second Schedule TO HOLD the same to the Tenant for a term of 125 years less three (3) days from and including the day of 2013 (subject to the Tenant's option to determine contained in the Third Schedule hereto) PAYING THEREFOR the respective rents following that is to say:-

- 1.1 Throughout the Term the yearly rent of a peppercorn (if demanded)
- 1.2 The costs in accordance with Clause 2.3
- 1.3 On demand all interest payable in accordance with Clause 2.1.2

2. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

2.1 TO PAY RENT

To pay to the Landlord the reserved rents at the times and in manner aforesaid without any deduction and not to seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

2.2 VALUE ADDED TAX

To pay and keep the Landlord indemnified against all VAT which may from time to time be charged on the rents or on any other monies payable by the Tenant under this Lease

2.3 UTILITIES AND PAYMENTS

2.3.1 To pay to the Landlord without any deduction and by way of further and additional rent a contribution towards the provision of electricity gas and water to the demised premises being an amount equivalent to thirty-five per centum (35%) of the total costs incurred by the Landlord in providing the said utilities to the demised premises and also to Room 61

2.3.2 The Tenant shall pay to the Landlord the costs referred to in Clause 2.3.1 above quarterly in arrears on the usual quarter days throughout the Term and upon the production by the Landlord to the Tenant of evidence of such proper costs being incurred

Provided that it is acknowledged between the Landlord and the Tenant that the Tenant may during the Term install sub-meters serving the demised premises and in such case the Tenant pay the electricity gas and water charges direct to the utility provider in accordance with the said sub-meter readings

2.3.3 The Tenant shall initially pay to the Landlord the equivalent to three hours salary per week for the use of the Caretaker from time to time during the Term (provided that it is acknowledged between the Landlord and Tenant that this arrangement may be varied in writing between the parties from time to time during the Term)

2.4 REPAIRS

At all times during the Term to repair and keep the demised premises in good and tenantable repair

2.5 PAINTING

To decorate and keep the demised premises decorated to a reasonable standard

2.6 NOT TO MAKE ALTERATIONS

2.6.1 Not at any time during the Term to make additions or alterations to the structure of the demised premises or which affect the external appearance of the demised premises without obtaining the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

2.6.2 For the avoidance of doubt the Tenant may make internal non-structural alterations to the demised premises without obtaining the Landlord's prior consent

2.7 NOT TO OVERLOAD WALLS ETC

Not to overload the walls ceilings or floors of the demised premises except with the previous consent and in compliance in all respects with the requirements of the Landlord (such consent not to be unreasonably withheld or delayed)

2.8 EXTERNAL FITTINGS

Not to affix or erect on the demised premises any sunblind power shutter grill switchbox or any illuminated sign unless the type material design colour size and position thereof shall have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed

2.9 REPAIR ON NOTICE

Within three months (or sooner in emergency) of receipt of a notice from the Landlord to the Tenant of any breach of this Lease ("the Notice") the Tenant will repair and amend any defects decays and wants of reparation AND if the Tenant shall fail to commence such repairs then to permit the Landlord or their contractors agents and workmen to enter upon the demised premises to execute such works as may be necessary to comply with the Notice

2.10 INSURANCE

2.10.1.1 To keep insured the demised premises (unless the insurance thereon shall be made void through or by reason of the act or default of the Landlord) against loss or damage by the Insured Risks in some insurance office or with underwriters of repute in a sum sufficient to cover the cost of completely reinstating the demised premises in the event of total destruction together with architect's and surveyor's fees and to pay all premiums necessary for that purpose and in case of damage by an Insured Risk to the demised premises (unless any monies otherwise payable under a policy shall be refused by reason of any act or default of the Landlord) to rebuild or reinstate the demised premises with all practicable speed unless the rebuilding or reinstatement is prevented for any reason beyond the control of the Tenant in which event all the insurance monies belong to the Tenant

2.10.1.2 The Tenant's obligations to insure is subject to:-

- Any exclusions limitations excesses and conditions that may be imposed by the insurers and
- Insurance being available in the London insurance market on reasonable terms acceptable to the Tenant

2.10.2 To insure under a fully comprehensive Public Liability Policy/Policies with adequate cover sufficient in respect of any act or omission of the Tenant or any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease and the Landlord shall be entitled to call for evidence of such policies and the last receipts for premiums paid thereon to be produced for inspection when required (but not more than once in any twelve month period during the Term)

2.10.3 To adequately insure against loss or damage the contents stock and fixtures and fittings in the demised premises

2.11 ALIENATION

2.11.1 Not during the last seven years of the Term to assign underlet or part with or share possession of the whole or any part of the demised premises without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed PROVIDED that it shall be a condition precedent to the granting by the Landlord of any such consent to assign that a guarantee is given to the Landlord (if requested) to observe and perform the covenants on the part of the Tenant and the conditions contained in the

Lease (including but without limitation in the case of assignment the covenant to pay rent) such guarantee to be in a form reasonably required by the Landlord

PROVIDED THAT it is agreed that any underlease or assignment is always compatible with the use of the School and full regard shall be given to the wellbeing safety and protection of young children

PROVIDED FURTHER it is agreed that (subject always to the above) the Tenant may share use and occupation of the demised premises with any third party to deliver the children and young family services and other services from time to time during the Term provided no landlord and tenant relationship is created

2.11.2 Within fourteen days of every assignment underletting mortgage charge devolution or transmission of this Lease or of the demised premises to give notice thereof in writing to the Landlord and to produce to it a certified copy of such instrument (free of expense to the Landlord) for retention by the Landlord and to pay to the Landlord such reasonable and proper fee as shall be appropriate at the time of registration (but not being less than Twenty pounds in respect of each instrument)

2.12 PERMITTED USE

2.12.1 Not to use the demised premises for any purposes other than such uses permitted under any planning permission in respect of the demised premises from time to time during the Term provided such use is compatible with the School (both parties acting reasonably)

2.12.2 It is acknowledged by the Landlord the School and the Tenant that the Tenant requires access to the demised premises at all times during the Term (meaning during school term time and school holidays including teacher training days)

2.13 NUISANCES

Not to use the demised premises for any activities which are noisy noxious offensive dangerous illegal or immoral or which are or may become a nuisance to the Landlord or their tenants or to the owners or occupiers of any adjoining or neighbouring property

2.14 SIGNS

Not to affix or display or permit to be affixed or displayed on the exterior of the School any mast pole television receiving dish aerial and notice nameplate model sign placard poster bill advertisement or advertising device other than a nameplate or sign indicating the name of the Tenant and the type of trade or business carried on or to be carried on therein the size position method of fixing colour design and type of lettering of which shall have been previously approved by the Landlord and the School such approval not to be unreasonably withheld or delayed (save that for the avoidance of doubt any existing signage as at the date hereof shall be deemed to be approved by both the Landlord and the School)

2.15 INTOXICANTS

Not to use or permit the use of the demised premises or any part thereof for the purpose of the sale manufacture supply or distribution of ale beer wines or spirits or any other intoxicating liquors or for the purpose of any club or institution at which intoxicating liquors are sold or consumed

2.16 TO YIELD UP IN REPAIR

At the expiration or sooner determination of the Term to yield up all the demised premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under the Lease and remove all signs and Tenant's fixtures and fittings and furniture and effects making good any damage to the demised premises if so caused having fully regard to the age and nature of the demised premises AND the Landlord acknowledging the structures on the demised premises belong to the Tenant

2.17 FUMES AND INFLAMMABLE SUBSTANCES

- 2.17.1 Not to install in or upon the demised premises any paraffin burning apparatus whether for heating purposes or otherwise nor cause or permit any smoke effluvia vapour grit smells or odours from any apparatus on the demised premises
- 2.17.2 On a written notice being served on the demised premises by the Landlord requiring the abatement of any emission of smoke effluvia vapour grit smell or odour forthwith to abate such emission accordingly
- 2.17.3 In all respects to comply with the provisions of all statutes and any other obligations imposed by law in regard to licensing and the carrying on of the business by the Tenant on the demised premises and to observe all statutory provisions and regulations (including insurance requirements) with regard to the storage and use of any explosive or inflammable oils or substances in or upon the demised premises

2.18 AS TO USE OF SEWERS DRAINS ETC

Not to allow to pass into the sewers drains or watercourses serving the demised premises any noxious or deleterious effluent or other substance which may cause an obstruction in or injure or overload the said sewers drains or watercourses and in the event of any such obstruction or injury or overload forthwith to make good such damage to the reasonable satisfaction of the Landlord and not to empty or discharge water from the demised premises into any adjoining gullies roadways or walkways

2.19 STATUTORY REQUIREMENTS

To comply with the terms of every Act of Parliament order regulation byelaw rule licence and registration authorising or regulating how the demised premises are used and to obtain renew and continue any licence or registration which is required and do any work to the demised premises which any authority acting under an Act of Parliament requires

2.20 AUCTIONS

Not to hold or permit to be held any sale by auction including the practices commonly known as mock or dutch auctions or the practice of sale by pitching on the demised premises

2.21 STORAGE OF REFUSE

To provide within the curtilage of the demised premises proper receptacles for the deposit and storage of refuse and waste materials and not to permit any such refuse or waste material to be deposited or stored in public view or otherwise than in such receptacles of which the size and type and method of disposal of such refuse or waste material has had the prior approval of the Landlord And in default thereof the Landlord shall have the right to remove such refuse or waste materials at the cost and expense of the Tenant

2.22 DEFECTIVE PREMISES

To give notice to the Landlord of any defect in the demised premises which might give rise to an obligation on the Tenant to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Council pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Tenant may from time to time reasonably require to be displayed at the demised premises

2.23 COSTS

To pay and indemnify the Landlord against all reasonable and proper costs connected with the following:-

- 2.23.1 The preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- 2.23.2 The enforcement of any breach of covenant or obligation during and upon the determination of the tenancy
- 2.23.3 Any application for consent to a deed of variation or to any consent or approval granted by the Council pursuant to this Lease whether or not such consent is granted or acted upon
- 2.23.4 Costs incurred during arbitration pursuant to Clause 4.5 hereof having regard to the arbitrator's decision

3. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the several covenants conditions and stipulations herein contained and on its part to be observed and performed shall peaceably enjoy the demised premises during the Term without any interruption by the Landlord or any person rightfully claiming through or under them

4. PROVIDED ALWAYS and it is hereby agreed and declared as follows:-

4.1 RE-ENTRY

If there shall be any material breach or non-observance of any of the covenants by the Tenant herein contained and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken any steps to remedy such then and in any such case it shall be lawful for the Landlord to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to either parties right of action or remedy against the other in respect of any antecedent breach or non-observance of any of the covenants herein contained

4.2 TENANT'S STATUTORY POWERS

4.2.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Tenant's rights powers duties and obligations in the exercise of their functions as a local authority and the rights powers duties and obligations of the Tenant under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if they were not the owners of the demised premises and as if this Lease had not been executed by them

4.3 ARBITRATION

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall (unless hereinbefore provided to the contrary) be referred to an independent surveyor to be agreed between the parties hereto and in default of agreement to be appointed (upon the application of either party) by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then either party may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

4.4 ADJOINING TENANT LAND

Nothing herein contained or implied shall impose or be deemed to impose any restrictions on the use of any land or buildings of the adjoining or neighbouring land belonging to the Tenant or give

the Landlord the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant condition or stipulation entered into by any licensee or tenant of the Tenant in respect of property not comprised in this Lease or shall operate to prevent or restrict in any way the development of any land not comprised in this Lease or shall confer on the Landlord any estate or interest in the soil of the road or roads or footpaths adjacent to the demised premises

4.5 NOTICES

Any notice decision direction approval authority permission or consent which may be given by the Tenant to the Landlord under this Lease shall be valid and effectual if signed by the Director or other duly authorised officer for the time being of the Tenant and shall be deemed to have been validly served on or conveyed to the Landlord if sent by prepaid post to the Landlord at the address specified herein or such other address for service as the Landlord may from time to time notify in writing to the Director or other duly authorised officer and any notice served on the Tenant should be addressed to the Director and served on Legal Services 4th Floor Christchurch House Greyfriars Lane Coventry CV1 2QL

4.6 EXCLUSION OF USE WARRANTY

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the demised premises may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Town and Country Planning Act 1990

4.7 ENTIRE UNDERSTANDING

This Lease embodies the entire understanding of the parties relating to the demised premises or to any of the matters dealt with by any of the provisions of this Lease

4.8 REPRESENTATIONS

The Tenant acknowledges that this Lease has not been entered into on reliance wholly or partly on any statement made by or on behalf of the Landlord except any such statement or representation set out in this Lease

4.9 RIGHTS GRANTED

Any rights which would pass by the operation of Section 62 of the Law of Property Act 1925 are expressly excluded

4.10 CERTIFICATE FOR INLAND REVENUE

It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

4.11 EXCLUSION OF LANDLORD AND TENANT ACT 1954 (Sections 24 to 28)

The Parties confirm that:

- 4.11.1 (a) The Landlord served on the Tenant a notice (the "Notice") applicable to the tenancy created by this lease on day of 2013 in accordance with section 38A(3)(a) of the Landlord and Tenant Act 1954; (a copy of which is annexed hereto) and
- (b) The Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on day of 2013 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954; (a copy of which is annexed hereto)

Before the Tenant entered into this Lease or (if earlier) became contractually bound to do so

4.11.2 The Landlord and the Tenant agree pursuant to section 38A(1) of the Landlord and Tenant Act 1954 that the provisions of sections 24 to 28 (inclusive of the Landlord and Tenant Act) 1954 are excluded in relation to the tenancy created by this Lease

IN WITNESS of which this Deed has been unconditionally executed the day and year first before written

THE FIRST SCHEDULE

Rights Granted

1. The right for the Tenant (in common with the Landlord and all other persons having a like right) to use on foot only the access ways and footpaths within the school grounds to gain access to and from the demised premises

2. The right for the Tenant (in common as aforesaid) to use the Car Park for all proper purposes in connection with the proper use and enjoyment of the demised premises the Tenant having due regard to any directional signs and reasonable requirements of the School

3. The right for the Tenant (in common as aforesaid) to use the sports field forming part of the School as a "muster point" during fire and emergency evacuation of the demised premises and during "drills" for such evacuation

4. The right for the Tenant (in common as aforesaid) upon prior arrangement and consent of the Landlord (such consent not to be unreasonably withheld or delayed save for when the school fields are being used by the School) to use the school fields (forming part of the School) for recreation purposes

5. The right for the Tenant (in common as aforesaid) to use the corridor shown coloured brown on the Plan for all proper access to and from Room 61 and also access to and from the remainder of the demised premises and for all proper purposes in connection with the use and enjoyment of the demised premises

6. The right for the Tenant and their licensees and tenants if so authorised in writing by the Tenant and their servants agents and workmen at all reasonable times after reasonable notice to enter on the adjoining or neighbouring land held by the Landlord under the Head Lease for the purpose of executing any work on or in connection with the demised premises which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the adjoining land and premises as is reasonably practicable

7. The right for the Tenant to gain access to the "Communications Cabinet" (storing all communication switches and equipment serving both the School and the demised premises) for all proper purposes in connection with the use and enjoyment of the demised premises including any necessary access for repair and maintenance

8. The right for the Tenant to use all cabling conduits and other service media serving the demised premises to and from the said "Communications Cabinet"

Provided that it is agreed between the Landlord and the Tenant that the Landlord shall give no less than three (3) months' notice in writing to the Tenant in the event the Landlord changes its internet service provider serving the School and the demised premises

9. The free passage and running (subject to temporary interruption for repair alteration/replacement) of water soil gas electricity and other supplies to and from the demised premises in and through the sewers drains pipes channels presently laid in on through or under the adjoining land of the Landlord

10. The right of support and protection for the benefit of the demised premises as is now enjoyed from the adjoining property belonging to the Landlord

THE SECOND SCHEDULE

Rights reserved to the Landlord and their successors in Title in fee simple

1. The free flow of water gas soil electricity and other supplies from any adjoining land belonging to the Landlord through the sewers drains pipes and channels now or in future existing in or under the demised premises and the right to make connections with such sewers drains pipes and channels or any of them for the purpose of exercising such right
2. The right for the Landlord and their licensees and tenants for the time being of adjoining property belonging to the Landlord if so authorised in writing by the Landlord and their servants agents and workmen at all reasonable times after reasonable notice to enter on the demised premises for the purpose of executing any work on or in connection with such adjoining property which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the demised premises as is reasonably practicable and making good all damage caused to the demised premises
3. The right of support and protection from the demised premises for such other parts of the adjoining land and property of the Landlord as requires such support and protection
4. The like rights for the Landlord and those authorised by the Landlord as are set out in the First Schedule
5. The right at any time upon giving no less than 48 hours' notice in writing (save in the case of an emergency) throughout the Term to enter the demised premises to:-
 - 5.1 Inspect cleanse connect lay repair remove relay replace with other alter or execute any works whatever in connection with the pipe sewers drains and channels referred to in paragraph 2 of this Schedule
 - 5.2 Carry out any work or do anything whatsoever comprised within the Landlord's obligations in this Lease or under any legislation whether or not the Tenant is obliged or liable to make a contribution
 - 5.3 Exercise any of the rights granted to the Landlord by this Lease
 - 5.4 The right with any person acting as arbitrator pursuant to Clause 4.3 hereof to enter and to inspect the demised premises for all purposes connected with this Lease
 - 5.5 View the state and condition and repair of the demised premises

THE THIRD SCHEDULE

Tenant's Option to Determine

The Tenant may determine this Lease at any time during the Term by giving to the Landlord not less than five (5) months' prior notice in writing (time being of the essence) of its desire ("the Tenant's Notice") And upon the expiry of the Tenant's Notice (subject to the proviso hereinafter contained) this Lease shall cease and determine absolutely but without prejudice to any right of either party hereto against the other in respect of any antecedent breach of any of the covenants and conditions herein contained

Executed as a Deed by []
acting by two directors or a director and
company secretary:

Director

Director/Company Secretary

The Common Seal of **THE COUNCIL OF
THE CITY OF COVENTRY** was affixed to
this Deed in the presence of:-

Authorised Signatory

RadfordPrimary-13-js

Dated

2013

**(1) []
(Landlord)**

**(2) The Council of the
City of Coventry
(Tenant)**

Clean copy / 11.10.13

Underlease

of premises known as
"Room 61" forming part of the Radford Children's Centre
Radford Primary School
Lawrence Saunders Road,
Coventry CV6 1HD

**Term: 125 years (less 3 days)
(subject to Option to Determine)**

**(Excluded from the Landlord
and Tenant Act 1954 Part II)**

Rent: Peppercorn (if demanded)

Ref: L/JS/7002-1491

PRESCRIBED CLAUSES

LR1. Date of Underlease

2013

LR2. Title number(s)

• **LR2.1 Landlord's title number(s)**

Title number(s) out of which this lease is granted.

5 LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

6 Landlord

[?]

7 Tenant

The Council of the City of Coventry
Council House
Earl Street
Coventry
CV1 5RR

8 Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

All that land and premises known as "the Children's Centre" Radford Primary School Lawrence Saunders Road in the City of Coventry and being more particularly described in the Definition section of this Lease

LR5. Prescribed statements etc.	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. N/A</p> <p>LR5.2 This lease is made under, or by reference to, provisions of: N/A</p>
<ul style="list-style-type: none"> • LR6. Term for which the Property is leased 	125 years (less 3 days) from the date hereof
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <ul style="list-style-type: none"> • First Schedule <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Second Schedule</p>
LR12. Estate rentcharge burdening the Property	None

LR13. Application for standard form of restriction None

LR14. Declaration of trust where there is more than one person comprising the Tenant N/A

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CLAUSE

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THIS LEASE is dated

2013

BETWEEN:

- (1) [] ("the Landlord")
- (2) **THE COUNCIL OF THE CITY OF COVENTRY** of the Council House
Coventry CV1 5RR
("the Tenant")

A. DEFINITIONS

In this Lease the following words and expressions shall have the meanings assigned to them hereunder:-

"**the School**" shall mean Radford Primary School Lawrence Saunders Road in the City of Coventry

"**the demised premises**" shall mean all those premises situated in and forming part of the School and known as "Room 61" shown edged red on Plan 1 annexed hereto and includes each and every part of the demised premises

"**DBS Check**" means a Disclosure and Barring Service Check

"**the Director**" shall mean the Executive Director of Resources for the time being of the Council

"**the Funding**" shall mean the Funding received for the construction of the "Radford Children's Centre" (forming part of the School site) in accordance with the Childcare Act 2006 from the "Sure Start Early Years and Childcare Grant"

"**the Head Lease**" means a lease dated day of 2013 granted pursuant to the Academies Act 2013 and made between the Council of the City of Coventry (1) and the Landlord (2)

"**the Superior Landlord**" means the Council of the City of Coventry and its successors in title

"**the Caretaker**" shall mean the appointed Caretaker of the School from time to time during the Term

"**Insured Risks**" means fire lightning explosion aircraft riot civil commotion malicious persons earthquake subterranean fire storm tempest flood escape of water impact by vehicle or animal theft and subsidence and any other risks against which the Tenant decides to insure against from time to time and Insured Risk means any one of the Insured Risks

"**Plan 1 and Plan 2**" shall mean Plan 1 and Plan 2 annexed hereto

"**the Term**" shall mean the Term of years created by Clause 1 hereof

"**VAT**" shall mean Value Added Tax or any tax of a similar nature and all and any monies payable pursuant to the provisions of this Lease (whether reserved as rent or otherwise) shall be deemed to be exclusive of VAT and where such money is or the supply relating thereto shall be or become liable to VAT then such VAT shall be payable in addition to the said monies

"the Car Park" shall mean all that car parking area within the grounds of the School

"the Radford Children's Centre" shall mean all that land and buildings forming part of the School site and demised by the Landlord to the Tenant by a lease of even date and shown edged blue on Plan 2

B. INTERPRETATION

The Clause headings hereto do not affect the interpretation of this Deed

The expression "the Landlord" shall include its successors in title and assigns

The expression "the Tenant" shall where the context so admits include the person for the time being entitled to the reversion expectant upon the determination of the Term

The expression "person or persons" shall include a body corporate or firm

Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Landlord" or "the Tenant" covenants expressed to be made by "the Landlord" or "the Tenant" (as the case may be) shall be deemed to be made by such persons jointly and severally

All references herein to statutes statutory instruments rules orders and regulations or the like shall (unless otherwise stated) include any re-enactments or modifications thereof and those made in substitution or replacement of any which are repealed

Each covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not knowingly permit or suffer that act or thing to be done

This Lease is a new tenancy for the purpose of the Landlord and Tenant (Covenants) Act 1995

C. BACKGROUND INFORMATION

Pursuant to the Academies Act 2010 the Tenant granted to the Landlord the Head Lease in respect of the land and premises forming the school site known as Radford Primary School which included also the demised premises

The Tenant has used and occupied the demised premises since the construction of the Radford Children's Centre for the provision of a wide range of young children and young family support services

The Landlord and the Tenant have agreed to enter into this Lease and the Tenant shall continue to provide (at its sole discretion from time to time) the childcare services and associated young family support services from the demised premises in accordance with clause 2.11 of this Lease and such other services from time to time at the Council's sole discretion subject also to any other compatible uses for the demised premises in accordance with any planning permission that may be granted from time to time

It is acknowledged that the DfE shall retain an interest in the demised premises under the terms of the Funding and in the event the use of the demised premises changes at any time during the Term and does not continue to satisfy the uses set out in clause 2.11 hereof then the Tenant is required to notify the DfE

1. OPERATIVE PART

In consideration of the rents reserved and of the covenants by the Tenant herein contained the Landlord demise to the Tenant ALL THAT the demised premises with full title guarantee together with the rights of way described in the First Schedule EXCEPT AND RESERVED unto the Landlord their licensees tenants and all persons authorised by them the rights specified in the Second Schedule TO HOLD the same to the Tenant for a term of 125 years less three (3) days from and including the day of 2013 (subject to the Tenant's option to determine contained in the Third Schedule hereto) PAYING THEREFOR the respective rents following that is to say:-

1.1 Throughout the Term the yearly rent of a peppercorn (if demanded)

1.2 On demand all interest payable in accordance with Clause 2.1.2

2. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

2.1 TO PAY RENT

To pay to the Landlord the reserved rents at the times and in manner aforesaid without any deduction and not to seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

2.2 VALUE ADDED TAX

To pay and keep the Landlord indemnified against all VAT which may from time to time be charged on the rents or on any other monies payable by the Tenant under this Lease

2.3 REPAIRS

At all times during the Term to repair and keep the interior only of the demised premises in good and tenantable repair

2.4 PAINTING

To decorate and keep the interior only of the demised premises decorated to a reasonable standard

2.5 NOT TO MAKE ALTERATIONS

2.5.1 Not at any time during the Term to make additions or alterations to the structure of the demised premises or which affect the external appearance of the demised premises without obtaining the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

2.5.2 For the avoidance of doubt the Tenant may make internal non-structural alterations to the demised premises without obtaining the Landlord's prior consent

2.6 NOT TO OVERLOAD WALLS ETC

Not to overload the walls ceilings or floors of the demised premises except with the previous consent and in compliance in all respects with the requirements of the Landlord (such consent not to be unreasonably withheld or delayed)

2.6 EXTERNAL FITTINGS

Not to affix or erect on the demised premises any sunblind power shutter grill switchbox or any illuminated sign unless the type material design colour size and position thereof shall have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed

2.8 REPAIR ON NOTICE

Within three months (or sooner in emergency) of receipt of a notice from the Landlord to the Tenant of any breach of this Lease ("the Notice") the Tenant will repair and amend any defects decays and wants of reparation AND if the Tenant shall fail to commence such repairs then to permit the Landlord or their contractors agents and workmen to enter upon the demised premises to execute such works as may be necessary to comply with the Notice

2.9 INSURANCE

2.9.1 To insure under a fully comprehensive Public Liability Policy/Policies with adequate cover sufficient in respect of any act or omission of the Tenant or any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease and the Landlord shall be entitled to call for evidence of such policies and the last receipts for premiums paid thereon to be produced for inspection when required (but not more than once in any twelve month period during the Term)

2.9.2 To adequately insure against loss or damage the contents stock and fixtures and fittings in the demised premises

2.10 ALIENATION

2.10.1 Not during the last seven years of the Term to assign underlet or part with or share possession of the whole or any part of the demised premises without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed PROVIDED that it shall be a condition precedent to the granting by the Landlord of any such consent to assign that a guarantee is given to the Landlord (if requested) to observe and perform the covenants on the part of the Tenant and the conditions contained in the Lease (including but without limitation in the case of assignment the covenant to pay rent) such guarantee to be in a form reasonably required by the Landlord

PROVIDED THAT it is agreed that any underlease or assignment is always compatible with the use of the School and full regard shall be given to the wellbeing safety and protection of young children

PROVIDED FURTHER it is agreed that (subject always to the above) the Tenant may share use and occupation of the demised premises with any third party to deliver the children and young family services and other

services from time to time during the Term provided no landlord and tenant relationship is created

2.10.2 Within fourteen days of every assignment underletting mortgage charge devolution or transmission of this Lease or of the demised premises to give notice thereof in writing to the Landlord and to produce to it a certified copy of such instrument (free of expense to the Landlord) for retention by the Landlord and to pay to the Landlord such reasonable and proper fee as shall be appropriate at the time of registration (but not being less than Twenty pounds in respect of each instrument)

2.13 PERMITTED USE

2.13.1 Not to use the demised premises for any purposes other than such uses permitted under any planning permission in respect of the demised premises from time to time during the Term provided such use is compatible with the School (both parties acting reasonably)

2.13.2 It is acknowledged by the Landlord the School and the Tenant that the Tenant requires access to the demised premises at all times during the Term (meaning during school term time and school holidays including teacher training days)

2.12 NUISANCES

Not to use the demised premises for any activities which are noisy noxious offensive dangerous illegal or immoral or which are or may become a nuisance to the Landlord or their tenants or to the owners or occupiers of any adjoining or neighbouring property

2.13 SIGNS

Not to affix or display or permit to be affixed or displayed on the exterior of the School any mast pole television receiving dish aerial and notice nameplate model sign placard poster bill advertisement or advertising device other than a nameplate or sign indicating the name of the Tenant and the type of trade or business carried on or to be carried on therein the size position method of fixing colour design and type of lettering of which shall have been previously approved by the Landlord and the School such approval not to be unreasonably withheld or delayed (save that for the avoidance of doubt any existing signage as at the date hereof shall be deemed to be approved by both the Landlord and the School)

2.14 INTOXICANTS

Not to use or permit the use of the demised premises or any part thereof for the purpose of the sale manufacture supply or distribution of ale beer wines or spirits or any other intoxicating liquors or for the purpose of any club or institution at which intoxicating liquors are sold or consumed

2.15 TO YIELD UP IN REPAIR

At the expiration or sooner determination of the Term to yield up all the demised premises in a state and condition consistent with due compliance by the Tenant with its covenants and obligations under the Lease and remove all signs and Tenant's fixtures and fittings and furniture and effects making good any damage to the demised premises if so caused having fully regard to the age and nature of the

demised premises AND the Landlord acknowledging the structures on the demised premises belong to the Tenant

2.16 FUMES AND INFLAMMABLE SUBSTANCES

2.16.1 Not to install in or upon the demised premises any paraffin burning apparatus whether for heating purposes or otherwise nor cause or permit any smoke effluvia vapour grit smells or odours from any apparatus on the demised premises

2.16.2 On a written notice being served on the demised premises by the Landlord requiring the abatement of any emission of smoke effluvia vapour grit smell or odour forthwith to abate such emission accordingly

2.16.3 In all respects to comply with the provisions of all statutes and any other obligations imposed by law in regard to licensing and the carrying on of the business by the Tenant on the demised premises and to observe all statutory provisions and regulations (including insurance requirements) with regard to the storage and use of any explosive or inflammable oils or substances in or upon the demised premises

2.17 AS TO USE OF SEWERS DRAINS ETC

Not to allow to pass into the sewers drains or watercourses serving the demised premises any noxious or deleterious effluent or other substance which may cause an obstruction in or injure or overload the said sewers drains or watercourses and in the event of any such obstruction or injury or overload forthwith to make good such damage to the reasonable satisfaction of the Landlord and not to empty or discharge water from the demised premises into any adjoining gullies roadways or walkways

2.18 STATUTORY REQUIREMENTS

To comply with the terms of every Act of Parliament order regulation byelaw rule licence and registration authorising or regulating how the demised premises are used and to obtain renew and continue any licence or registration which is required and do any work to the demised premises which any authority acting under an Act of Parliament requires

2.19 AUCTIONS

Not to hold or permit to be held any sale by auction including the practices commonly known as mock or dutch auctions or the practice of sale by pitching on the demised premises

2.20 STORAGE OF REFUSE

To provide within the curtilage of the demised premises proper receptacles for the deposit and storage of refuse and waste materials and not to permit any such refuse or waste material to be deposited or stored in public view or otherwise than in such receptacles of which the size and type and method of disposal of such refuse or waste material has had the prior approval of the Landlord And in default thereof the Landlord shall have the right to remove such refuse or waste materials at the cost and expense of the Tenant

2.21 DEFECTIVE PREMISES

To give notice to the Landlord of any defect in the demised premises which might give rise to an obligation on the Tenant to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Council pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Tenant may from time to time reasonably require to be displayed at the demised premises

2.22 COSTS

To pay and indemnify the Landlord against all reasonable and proper costs connected with the following:-

- 2.22.1 The preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- 2.22.2 The enforcement of any breach of covenant or obligation during and upon the determination of the tenancy
- 2.22.3 Any application for consent to a deed of variation or to any consent or approval granted by the Council pursuant to this Lease whether or not such consent is granted or acted upon
- 2.22.4 Costs incurred during arbitration pursuant to Clause 4.5 hereof having regard to the arbitrator's decision

3. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows :-

3.1 QUIET ENJOYMENT

That the Tenant paying the rent hereby reserved and observing and performing the several covenants conditions and stipulations herein contained and on its part to be observed and performed shall peaceably enjoy the demised premises during the Term without any interruption by the Landlord or any person rightfully claiming through or under them

3.2 INSURANCE

To insure the demised premises in accordance with the Landlord's obligation set out in Clause 5 of the Head Lease

4. PROVIDED ALWAYS and it is hereby agreed and declared as follows:-

4.1 RE-ENTRY

If there shall be any material breach or non-observance of any of the covenants by the Tenant herein contained and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken any steps to remedy such then and in any such case it shall be lawful for the Landlord to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice

to either parties right of action or remedy against the other in respect of any antecedent breach or non-observance of any of the covenants herein contained

4.2 TENANT'S STATUTORY POWERS

4.2.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Tenant's rights powers duties and obligations in the exercise of their functions as a local authority and the rights powers duties and obligations of the Tenant under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if they were not the owners of the demised premises and as if this Lease had not been executed by them

4.3 ARBITRATION

Any disputes or differences arising as between the Landlord and the Tenant as to its respective rights duties or obligations or as to any other matter arising out of or in connection with this Lease shall (unless hereinbefore provided to the contrary) be referred to an independent surveyor to be agreed between the parties hereto and in default of agreement to be appointed (upon the application of either party) by the President or his deputy for the time being of the Royal Institute of Chartered Surveyors PROVIDED THAT where any dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then either party may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

4.4 ADJOINING TENANT LAND

Nothing herein contained or implied shall impose or be deemed to impose any restrictions on the use of any land or buildings of the adjoining or neighbouring land belonging to the Tenant or give the Landlord the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant condition or stipulation entered into by any licensee or tenant of the Tenant in respect of property not comprised in this Lease or shall operate to prevent or restrict in any way the development of any land not comprised in this Lease or shall confer on the Landlord any estate or interest in the soil of the road or roads or footpaths adjacent to the demised premises

4.5 NOTICES

Any notice decision direction approval authority permission or consent which may be given by the Tenant to the Landlord under this Lease shall be valid and effectual if signed by the Director or other duly authorised officer for the time being of the Tenant and shall be deemed to have been validly served on or conveyed to the Landlord if sent by prepaid post to the Landlord at the address specified herein or such other address for service as the Landlord may from time to time notify in writing to the Director or other duly authorised officer and any notice served on the Tenant should be addressed to the Director and served on Legal Services 4th Floor Christchurch House Greyfriars Lane Coventry CV1 2QL

4.6 EXCLUSION OF USE WARRANTY

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the demised premises may be used for the purpose herein

authorised (or any purpose subsequently authorised) under the Town and Country Planning Act 1990

4.7 ENTIRE UNDERSTANDING

This Lease embodies the entire understanding of the parties relating to the demised premises or to any of the matters dealt with by any of the provisions of this Lease

4.8 REPRESENTATIONS

The Tenant acknowledges that this Lease has not been entered into on reliance wholly or partly on any statement made by or on behalf of the Landlord except any such statement or representation set out in this Lease

4.9 RIGHTS GRANTED

Any rights which would pass by the operation of Section 62 of the Law of Property Act 1925 are expressly excluded

4.10 CERTIFICATE FOR INLAND REVENUE

It is hereby certified that there is no Agreement for Lease to which this Lease gives effect

4.11 EXCLUSION OF LANDLORD AND TENANT ACT 1954 (Sections 24 to 28)

The Parties confirm that:

- 4.11.1 (a) The Landlord served on the Tenant a notice (the "Notice") applicable to the tenancy created by this lease on day of 2013 in accordance with section 38A(3)(a) of the Landlord and Tenant Act 1954; (a copy of which is annexed hereto) and
- (b) The Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on day of 2013 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954; (a copy of which is annexed hereto)

Before the Tenant entered into this Lease or (if earlier) became contractually bound to do so

- 4.11.2 The Landlord and the Tenant agree pursuant to section 38A(1) of the Landlord and Tenant Act 1954 that the provisions of sections 24 to 28 (inclusive of the Landlord and Tenant Act) 1954 are excluded in relation to the tenancy created by this Lease

IN WITNESS of which this Deed has been unconditionally executed the day and year first before written

THE FIRST SCHEDULE

Rights Granted

1. The right for the Tenant (in common with the Landlord and all other persons having a like right) to use on foot only the access ways and footpaths within the school grounds to gain access to and from the demised premises
2. The right for the Tenant (in common as aforesaid) to use the Car Park for all proper purposes in connection with the proper use and enjoyment of the demised premises the Tenant having due regard to any directional signs and reasonable requirements of the School
3. The right for the Tenant (in common as aforesaid) to use the sports field forming part of the School as a "muster point" during fire and emergency evacuation of the demised premises and during "drills" for such evacuation
4. The right for the Tenant (in common as aforesaid) upon prior arrangement and consent of the Landlord (such consent not to be unreasonably withheld or delayed save for when the school fields are being used by the School) to use the school fields (forming part of the School) for recreation purposes
5. The right for the Tenant (in common as aforesaid) to use the corridor shown coloured brown on the Plan for all proper access to and from the demised premises and also access to and from Radford Children's Centre and for all proper purposes in connection with the use and enjoyment of the demised premises
6. The right for the Tenant and their licensees and tenants if so authorised in writing by the Tenant and their servants agents and workmen at all reasonable times after reasonable notice to enter on the adjoining or neighbouring land held by the Landlord under the Head Lease for the purpose of executing any work on or in connection with the demised premises which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the adjoining land and premises as is reasonably practicable
7. The right for the Tenant to gain access to the "Communications Cabinet" (storing all communication switches and equipment serving both the School and the demised premises) for all proper purposes in connection with the use and enjoyment of the demised premises including any necessary access for repair and maintenance
8. The right for the Tenant to use all cabling conduits and other service media serving the demised premises to and from the said "Communications Cabinet"

Provided that it is agreed between the Landlord and the Tenant that the Landlord shall give no less than three (3) months' notice in writing to the Tenant in the event the Landlord changes its internet service provider serving the School and the demised premises

9. The free passage and running (subject to temporary interruption for repair alteration/replacement) of water soil gas electricity and other supplies to and from the demised premises in and through the sewers drains pipes channels presently laid in on through or under the adjoining land of the Landlord
10. The right of support and protection for the benefit of the demised premises as is now enjoyed from the adjoining property belonging to the Landlord

THE SECOND SCHEDULE

Rights reserved to the Landlord and their successors in Title in fee simple

1. The free flow of water gas soil electricity and other supplies from any adjoining land belonging to the Landlord through the sewers drains pipes and channels now or in future existing in or under the demised premises and the right to make connections with such sewers drains pipes and channels or any of them for the purpose of exercising such right
2. The right for the Landlord and their licensees and tenants for the time being of adjoining property belonging to the Landlord if so authorised in writing by the Landlord and their servants agents and workmen at all reasonable times after reasonable notice to enter on the demised premises for the purpose of executing any work on or in connection with such adjoining property which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the demised premises as is reasonably practicable and making good all damage caused to the demised premises
3. The right of support and protection from the demised premises for such other parts of the adjoining land and property of the Landlord as requires such support and protection
4. The like rights for the Landlord and those authorised by the Landlord as are set out in the First Schedule
5. The right at any time upon giving no less than 48 hours' notice in writing (save in the case of an emergency) throughout the Term to enter the demised premises to:-
 - 5.1 Inspect cleanse connect lay repair remove relay replace with other alter or execute any works whatever in connection with the pipe sewers drains and channels referred to in paragraph 2 of this Schedule
 - 5.2 Carry out any work or do anything whatsoever comprised within the Landlord's obligations in this Lease or under any legislation whether or not the Tenant is obliged or liable to make a contribution
 - 5.3 Exercise any of the rights granted to the Landlord by this Lease
 - 5.4 The right with any person acting as arbitrator pursuant to Clause 4.3 hereof to enter and to inspect the demised premises for all purposes connected with this Lease
 - 5.5 View the state and condition and repair of the demised premises

THE THIRD SCHEDULE

Tenant's Option to Determine

The Tenant may determine this Lease at any time during the Term by giving to the Landlord not less than five (5) months' prior notice in writing (time being of the essence) of its desire ("the Tenant's Notice") And upon the expiry of the Tenant's Notice (subject to the proviso hereinafter contained) this Lease shall cease and determine absolutely but without prejudice to any right of either party hereto against

the other in respect of any antecedent breach of any of the covenants and conditions herein contained

Executed as a Deed by
[] acting by two
directors or a director and
company secretary:

Director

Director/Company Secretary

The Common Seal of **THE
COUNCIL OF THE CITY OF
COVENTRY** was affixed to
this Deed in the presence of:-

Authorised Signatory

RadfordPrimary-13-js

Asset Transfer Agreement for Ernesford Grange Community School

Asset Transfer Agreement for Radford Primary School