
Cabinet

2nd December 2014

Name of Cabinet Member:

Cabinet Member (Education) – Councillor D 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 Alice Stevens Special School

Is this a key decision?

No - Although this matter may affect all Wards of the City, the impact of the proposals is not expected to be significant.

Executive Summary:

The Governing Body of Alice Stevens Special School has 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"). The school 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. As Alice Stevens is co-locating as a Broad Spectrum Special School with Ernesford Grange Secondary School in summer 2015, there will only be a requirement however, for a short lease in this instance. 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 (their minute 105/11 refers) 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 Alice Stevens Special School.
- b. Note the consultation undertaken by the Sidney Stringer Multi Academy Trust (MAT) 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 the 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 an 8 month short lease agreement (2nd January to 31st August 2015) at a peppercorn rental with the Academy for the proposed academy at Alice Stevens Special School pursuant to the Academies Act 2010.
2. Approve the Council entering into the asset transfer agreement for Alice Stevens Special School with the Academy.
3. 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 and Asset Transfer Agreement arising from further consideration by the Academy.

List of Appendices included:

Appendix 1:	Lease for Alice Stevens Special School
Appendix 2:	Asset Transfer Agreement for Alice Stevens Special School
Appendix 3:	Alice Stevens Lease Site Plan

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 Alice Stevens Special School

1. Context (or background)

- 1.1 Following OFSTED inspection of the school in November 2013 and a monitoring inspection under Section 8 of the Education Act 2005 in February 2014, Alice Stevens Special School ("the School") is judged to require improvement. The monitoring inspection identified progress was being made in improving teaching and learning with the support of the local authority and a local leader in education. There remains however considerable challenges in ensuring long term sustained improvements in outcomes for students. The Governors of the School have therefore elected to apply for academy status as permitted by the Academies Act 2010 and to join the Sidney Stringer Multi Academy Trust (MAT). As a "converter" academy the school will not thereafter be maintained by the Local Authority (LA).
- 1.2 Alice Stevens is currently being rebuilt as a secondary Special Educational Needs (SEN) Broad Spectrum school co-located with a new Ernesford Grange Secondary School as part of the Government's Priority Schools Building Programme. Both Schools new building works are being delivered by the Education Funding Agency (EFA) and are expected to be completed by summer 2015. Ernesford Grange became an Academy as part of the Sidney Stringer MAT on 1st January 2014 and it now proposed by the Governing Body of Alice Stevens that they too, join this MAT. The Department for Education (DfE) is therefore currently working with the Governing Body of the school to agree to become a sponsored academy under this MAT. This is part of the Government's national policy to improve under-performing schools. The decision maker in establishing an academy is the DfE.
- 1.3 The Academy sponsor 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).
- 1.4 As Alice Stevens is co-locating to the Ernesford Grange site and a 125year lease of that site was granted to the MAT in January 2014 under the arrangements for the Ernesford Grange Academy conversion, the Academy will only need to occupy the current school for a maximum of 8 months (until the new school building becomes available) and therefore there will not be a requirement for the normal 125 year lease – a short lease covering the period 2nd January 2015 to 31st August 2015 will be required.
- 1.5 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.
- 1.6 At its meeting on 12th February 2013 (their minute 121/13 refers), 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 the school has been approved by the Governing Body and is therefore not a forced conversion.

- 1.7 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.
- 1.8 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.
- 1.9 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 Human Resources support and information (including staff transfer, TUPE and pension data).
- 1.10 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 the 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. In this particular instance the lease will be for 8 months to cover the period up until the new school building becomes available on the Ernesford Grange site (to 31st August 2015).
- 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, 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 a public consultation exercise regarding the proposals to be included within the lease and associated land via a published Public Notice and have also placed notices in local establishments. This consultation period ended on 5th November 2013. The local Ward Councillors were also advised of the consultation exercise.

3.3 The consultation on the proposed lease produced one formal response from the Governing Body of Whitley Abbey Primary School, who have raised four issues:

- 1) The Governing Body seek reassurance from the City Council that their school rights of way, easements etc. will be maintained in the lease agreement as they share pathways, a driveway and parking facilities with Alice Stevens School. Whitley Abbey is currently being extended from a one to two form of entry school, with the first reception intake of 60 admitted in September 2014. The scheme is being partly funded under the Government's Targeted Basic Need Programme.

Response: Officers will ensure that there is provision in the lease for on-going unrestricted access to Whitley Abbey Primary School to enable the school to operate as normal and for the building project to be delivered on time.

- 2) The current Whitley Abbey Site Services Officer (SSO) property is leased to Whitley Academy to accommodate their Site Services Officer. The Governing Body wish to retain this building and also seek clarification as to whether the Alice Stevens SSO property will form part of the proposed lease.

Response: The Whitley Abbey SSO property will not form part of the proposed lease and therefore the current arrangement with Whitley Academy can continue. The Alice Stevens SSO property will form part of the lease.

- 3) Following a recent electrical supply issue at Whitley Abbey, it has been discovered that currently the school supplies and pays for all the electrical power to the one storey Horsa building currently occupied by Alice Stevens sixth form students. The Governing Body have therefore requested that Alice Stevens School meets this cost as part of the lease arrangement.

Response: Officers will ensure that this is incorporated within the formal lease.

- 4) The land at the front of Whitley Abbey contains a variety of ancient and protected trees. Some of these trees overhang driveways and pathways. The Governing Body request that the lease details include adequate and regular maintenance of these trees to ensure the safe passage of staff, pupils and vehicles and the safety of those in the new Academy.

Response: The lease arrangements will ensure that all trees are maintained to the necessary standards.

3.4 Earlier preparation work by officers for the lease agreements identified no rights of way or boundary issues.

3.5 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 Lease and Asset Transfer Agreement in liaison with the sponsor's solicitors to enable the school to convert. The Academy's target conversion date for Alice Stevens is 1st January 2015.
- 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 the school from the 1st January 2015 is £19k, and the full year impact for 2015/16 is £59k. 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 Alice Stevens will open as a sponsored academy (renamed 'Riverbank' Special School) following an application from the school's Governing Body, this means that at the point of conversion if the school has 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 With regard to specific financial implications on the land/buildings lease the Authority will only retain reversionary freehold risk. The Academy will acquire leaseholder and occupier risk during the eight month period of the lease. 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. Alice Stevens 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 The Alice Stevens SSO house will be included in the short lease whereby the Academy will pick up all liabilities associated with the property. The current SSO will transfer over to the Academy Trust under TUPE regulations and will reside in the property for the duration of the lease. On expiry of the lease the SSO will be required to vacate the property at which point the site will revert back to the control of the Council. Officers are therefore considering options for the long term future use of the Alice Stevens site, to ensure that the buildings do not become a financial liability to the Council.

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 an 8 month short lease at a peppercorn rental of the land referred to in schedule 1 of the lease and attached at appendix 3 of this report, 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 short lease to the Academy. The form of lease will be based upon the "model long term lease" produced by the Department for Education.

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 this school. 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 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 assigned/novated to the Academy Company.

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 school 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 8 months 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.

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Councillor D Kershaw	Cabinet Member (Education)	-	6/11/14	10/11/14

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Draft Lease Agreement for Alice Stevens Special School

Dated

2014

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

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

Clean copy / Oct. '14

Lease

Land and buildings at
Alice Stevens Primary School
Ashington Grove, Whitley
in the City of Coventry
CV3 4DE

Term:

From: 2nd day of January 2015

To: 31st day of August 2015

Rent: Peppercorn (if demanded)

Ref: L/JS/RSN 14345

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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 5DG ("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 |
| "Electricity Wayleave" | means a wayleave agreement made between the Landlord (1) and East Midlands Electricity (2) in respect of an underground electricity cable in the approximate position shown with an orange line on the Plan |
| "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" | <ul 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) Coundon Court(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:- <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"	Alice Stevens Primary School Ashington Grove Whitley in the City of Coventry CV3 4DE
"Site Services Accommodation"	means the site services accommodation shown coloured green on the Plan
"Telegraph Pole Wayleave"	shall mean a wayleave agreement made between the Landlord (1) and British Telecommunications Plc in respect of a telegraph pole shown with an orange circle on the Plan
"Term"	From and including the Term Commencement Date up to and including 31st day of August 2015
"Term Commencement Date"	2nd 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

- 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 and anyone at the Property with the express or implied authority of any one or more of them and under their control
 - 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:-
 - (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (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 in writing (which shall for the avoidance of doubt include e-mail) 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 in writing (which shall for the avoidance of doubt include e-mail) 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 in writing (which shall for the avoidance of doubt include e-mail) 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 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 rights (if any) affecting the Property which are still subsisting and capable of taking effect

2.2.4 subject to the Electricity Wayleave and the Telegraph Pole Wayleave any rights reserved or granted in the Substation Lease 1 in respect of the Substation Site

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
- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges) (or a fair 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
- 3.2.4 In the event that the Tenant intends to continue to use the one storey building known as “the Horsa Building” for its sixth form students then the Tenant shall (at its own cost and expense) install a separate electricity meter so that the electricity supply to this building can be accurately recorded. The Tenant shall pay to the electricity provider the costs of the electricity consumed at the “Horsa Building”

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 provided that the Tenant shall not be in breach of this covenant if and for so long as any disrepair arises due to damage caused to the Property by any of the Insured Risks and the Tenant is diligently pursuing its insurance claim (or a claim under the RPA ???) and reinstating such damage or if the reinstatement of any damage shall be impossible or impractical
- 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
- 3.3.4 to notify the Landlord in writing immediately if any structural damage occurs to the Property
- 3.3.5 As often as is reasonably necessary throughout the Term the Tenant shall (at its own cost and expense) arrange for all and any trees within the Property to be properly inspected and maintained (including the carrying out of any required remedial works recommended following an inspection) in order to minimise the likelihood of a dangerous event occurring. Such inspections should be carried out by a suitably qualified person (being a person who holds a National Qualification Framework Level 3 qualification in arboriculture in addition to the LANTRA Professional Tree Inspection Certificate)

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 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 upon demand and on a full indemnity basis as a contractual debt

3.4.2 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

- 3.4.3 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
- 3.4.4 (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
- 3.4.5 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
- 3.4.6 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)
- 3.4.7 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

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 materially 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 a materially 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 materially adversely affect the value of the Landlord's revisionary 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 and also permitted to assign or transfer the whole or part of the Property to the Secretary of State pursuant to the option granted to the Secretary of State in the Funding Agreement
- 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 :-
- be granted for community purposes only
 - be granted for a term not exceeding 25 years
 - 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

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 provided that if the Tenant chooses to opt in to the RPA the obligations in this clause shall be deemed to have been satisfied

5.1.2 to pay the premiums for insurance (or due under the RPA) promptly as they become due and maintain in force the policies of insurance (or under the RPA) 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 (or under the RPA) 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 (or the RPA) whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely

5.1.4 to produce to the Landlord a copy of the insurance policy (or evidence that the Property is covered under the RPA) whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (except where the Tenant has opted in to the RPA) (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 (or the RPA) 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 provided that if the Tenant chooses to opt in to the RPA the obligations in this clause shall be deemed to have been satisfied

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 2014 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 2014 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 unless either :-

- the Landlord has received prior notice in writing from the Secretary of State for Education of an intention for this Lease to be assigned in accordance with the terms of this Lease or
- This Lease has been assigned in accordance with the terms of this Lease This Lease shall automatically determine on the expiration of the Term if by that date this Lease has not been assigned in accordance with the terms of this Lease

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

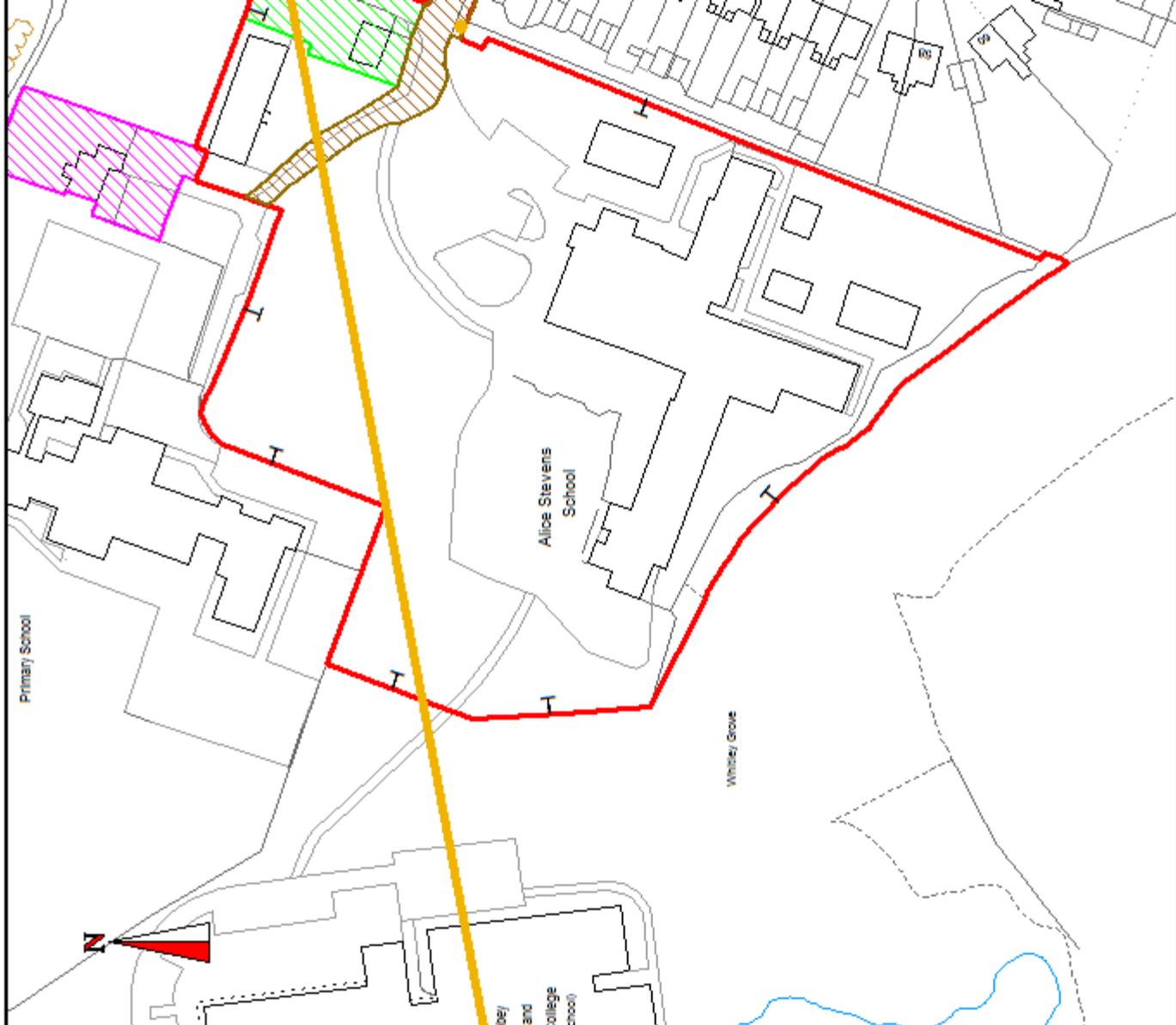
7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions

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



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. 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

7. The right at all times during the Term for the Council its servants contractors (subject to any restrictions) agents and visitors (including pupils staff parents and visitors to the adjoining Whitley Abbey Primary School) to use the access way shown coloured brown on the Plan (with or without vehicles) to and from the said Whitley Abbey Primary School together with all other pathways driveways and parking facilities provided that the Tenant shall ensure at all times that the access shown coloured brown on the Plan is kept clear at all times for emergency vehicles deliveries and construction traffic as the case may be from time to time during the Term

8. The right at all times during the Term for the Council its employees visitors and agents (including the appointed Site Services Officer for Whitley Abbey Primary School) to gain access to and from the Site Services Accommodation

9. The right at all times during the Term for the occupational tenant for the time being of the site services accommodation shown coloured pink on the Plan to gain access across the access routes within the Property to and from the adjoining Whitley Academy for all proper purposes in connection with the said occupational tenant's role and responsibilities as site services officer for the said Whitley Academy

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

SidneyStringer-14-js

Asset Transfer Agreement for Alice Stevens Special School

DATED _____ **2014**

THE COUNCIL OF THE CITY OF COVENTRY (1)

and

THE GOVERNING BODY OF ALICE STEVENS SCHOOL (2)

and

SIDNEY STRINGER MULTI ACADEMY TRUST (3)

TRANSFER AGREEMENT

ALICE STEVENS SCHOOL

brownejacobson

Browne Jacobson LLP

Castle Meadow Road
Nottingham
NG2 1BJ
Telephone: (0115) 976 6000
Fax: (0115) 947 5246
DX: 718130 Nottingham 27 Email : info@brownejacobson.com

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of The Council House, Earl Street, Coventry, CV1 5RR (the "**Council**");
- (2) **THE GOVERNING BODY OF ALICE STEVENS SCHOOL** of Ashington Grove, Coventry, West Midlands, CV3 4DE (the "**Governing Body**");
- (3) **SIDNEY STRINGER MULTI ACADEMY TRUST** a company limited by guarantee registered in England and Wales (company number 6672920) whose registered office is at Sidney Stringer Academy, 2 Primrose Hill Street, Coventry, West Midlands, CV1 5LY (the "**Company**").

WHEREAS

- (A) The Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site of the School is owned by the Council and on the Transfer Date the Council will grant a lease to the Company of the site currently occupied by the School.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings:-

"Academy" means the academy to be run by the Company on the site of the School under the proposed name Riverbank School;

"Assets" means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Council and/or the Governing Body (as the case may be) for the purposes of the School including but not limited to those listed in Schedule 3, but

excluding the Excluded Assets;

“Contractor”

means a contractor providing services to the Company to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date;

“Contracts”

means any contracts (including any collateral warranties, guarantees, bonds and third party rights in favour of the Council and/or the Governing Body (irrespective of whether the Council or the Governing Body is a signatory to the same)) entered into by the Council and/or the Governing Body (as the case may be) for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including but not limited to:

- (i) contracts, collateral warranties, guarantees, bonds and third party rights relating to building, improvement, maintenance or other works of the land and buildings comprised in the site of the School;
- (ii) any collateral warranties, guarantees, bonds and third party rights in favour of the Council and/or the Governing Body (irrespective of whether the Council or the Governing Body is a signatory to the same); and
- (iii) those contracts listed in Schedule 2 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date),

and where such contract was entered into by the Council and relates to other schools

	operated by the Council as well as the School then only such part of that contract as relates to the School;
"Data Protection Legislation"	means the Data Protection Act 1998 ("DPA"), and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner;
"Directive"	means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted or extended from time to time);
"Eligible Employees"	means the Transferring Employees who are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
"Employee Liability Information"	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
"Employee Schedule"	means a list of all School Employees as at the date that the list is provided to the Company by the Council;
"Encumbrance"	means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
"Excluded Assets"	means the assets described in Schedule 4 which are excluded from the transfer effected by this Agreement;

"Funding Agreement"	means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding arrangements for the Academy;
"Loss"	means all costs, claims, liabilities and expenses (including reasonable legal expenses) and "Losses" shall be construed accordingly;
"the LGPS"	means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;
"the Personnel Files"	means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the School and any previous period of continuous employment with the Council, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;
"the Pupil Records"	means the records and information held by the Council or the Governing Body in respect of the pupils at the School who will or who are likely to become pupils at the Academy;
"the Regulations"	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);
"the School"	means Alice Stevens School (a maintained special school);

“School Fund”	[Details of charity fund and private fund to be included]
“School Employees”	means any employees of the Council or of any other persons who are assigned to the School or to services provided in connection with the School;
“Staffing Information”	means, in respect of the School Employees, the information listed in Schedule 1;
“Third Party Consent”	means a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer or assignment in favour of the Company of any of the Assets;
“the TPS”	means the Teachers’ Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;
“Transfer Date”	means the date specified in the Funding Agreement on which the Academy will open;
“Transferring Employees”	means any School Employees whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule;

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;

1.2.2 a reference to a party is to a party to this Agreement and shall include that party’s personal representatives, successors or permitted assignees;

1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations,

organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and

1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.

1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2. **CONDITION PRECEDENT**

This Agreement is conditional upon the Funding Agreement being signed by the Company and the Secretary of State on or before the Transfer Date. In the event that the Funding Agreement is not signed by such date, this Agreement shall cease to have effect on the day following such date.

3. OPERATION OF THE REGULATIONS

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the contracts of employment made between the current employer and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Transfer Date as if originally made between the Company or (as the case may be) a Contractor and the Transferring Employees.

4. PROVISION OF STAFFING INFORMATION AND WARRANTIES

4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Council shall at least 14 days prior to the conversion date to the extent lawfully permitted, provide the Company with the Employee Schedule and Staffing Information.

4.2 The Council shall notify the Company of any material change to the Employee Schedule and the Staffing Information prior to the Transfer Date as soon as is reasonably practicable, and shall upon request by the Company meet the Company to discuss the information disclosed.

4.3 The Council warrants as at the date of this Agreement and again as at the Transfer Date:

4.3.1 that the information in the Employee Schedule and the Staffing Information is complete and accurate and up-to-date;

4.3.2 that neither it (nor any other employer of a School Employee) is in material breach of the contract of employment of any of the School Employees nor is any School Employee in material breach of his contract of employment;

4.3.3 that none of the School Employees have given or received notice of termination of employment nor are any of the School Employees the subject of any material disciplinary action nor is any School Employee engaged in any grievance procedure;

- 4.3.4 that neither it (nor any other employer of a School Employee) is engaged in relation to any School Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;
 - 4.3.5 that all School Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work and Registration) (England) Regulations 2003; and
 - 4.3.6 that by the Transfer Date all Disclosure and Barring Service (formerly Criminal Records Bureau) checks (including checks of the barred lists) required by law together with other similar checks required by law will have been carried out in relation to all Transferring Employees.
- 4.4 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Council and the Governing Body shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
 - 4.4.2 the Council and the Governing Body, shall not, and shall procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
 - (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any School Employees (other than where such amendment or variation has previously been agreed between the Council and the School Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer to the Company);

- (b) terminate or give notice to terminate the employment or engagement of any School Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) employ or assign any person to the School who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Council shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

5. APPORTIONMENTS

- 5.1 The Council shall be responsible for all emoluments and outgoings in respect of the School Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to but not including the Transfer Date, and will pay such liabilities in the ordinary course prior to the Transfer Date and hereby indemnifies the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.
- 5.2 The Company shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period from (and including) the Transfer Date, and will indemnify the Council against Losses in respect of the same.

6. INFORMATION AND CONSULTATION

- 6.1 The Company shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.

6.2 The Council shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Council is unable to do so as a result of the failure of the Company and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7. INDEMNITIES

7.1 The Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employees or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Company in connection with or as a result of:

7.1.1 any claim or demand by any School Employee or former School Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee or former School Employee, or any claim relating to the period on and before the Transfer Date (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);

7.1.2 any failure by the Council or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations;

- 7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Council or Governing Body) arising from or connected with any failure by the Council or any other employer of the School Employees to comply with any legal obligation to such trade union, body or person; and/or
 - 7.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Company or any Contractor incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations.
- 7.2 If in connection with the closing of the School and the opening of the Academy it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:
 - 7.2.1 the Company (or, where applicable, the Contractor) may by 4pm on the fifteenth (15th) working day following but excluding the day upon which it becomes aware of that allegation or finding, dismiss the employee with immediate effect; and
 - 7.2.2 the Council shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal and any other claim brought by or on behalf of that person.
- 7.3 The Company shall (in respect of Transferring Employees employed by the Company) and shall use reasonable endeavours to procure that any Contractor shall (in respect of Transferring Employees employed by the Contractor) indemnify the Council against all Losses incurred by them in connection with or as a result of:
 - 7.3.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or

otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor in respect of any Transferring Employee on or after the Transfer Date;

7.3.2 any failure by the Company or the Contractor as the case may be, to comply with its obligations under Regulation 13 of the Regulations; and/or

7.3.3 any claim or demand by any School Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Company or the Contractor as the case may be on the Transfer Date, where that School Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

8. PENSIONS

8.1 The parties acknowledge that the Company is a “scheme employer” for the purposes of the Local Government Pension Scheme (Administration) Regulations 2008 (“the LGPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).

8.2 The parties acknowledge that the Company is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 1997 SI 1997/3001 (“the TPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).

- 8.3 The Company acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.
- 8.4 The Company shall be responsible for any LGPS deficit relating to the Eligible Employees' membership of the LGPS referable to service up to and including the Transfer Date.
- 8.5 The Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any sum due to the LGPS and the TPS arising out of the termination of their employment.
- 8.6 The Company shall:-
- 8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees on the expiry or termination of their employment;
 - 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of the expiry or termination of the employment of any Eligible Employee; and
 - 8.6.3 fully co-operate with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Company on the expiry or termination of their employment.

9. THE ASSETS AND THE CONTRACTS

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer such right and title as they have to the Assets (subject to any Encumbrance to which such Assets are subject and to any Third Party Consent), to the Company free of charge.

- 9.2 The Excluded Assets shall be excluded from the transfer under this Agreement.
- 9.3 The Council, the Governing Body and the Company shall work together in good faith to achieve a smooth transfer which best meets the needs of students transferring from the School to the Academy.
- 9.4 Such right of title as the Governing Body or the Council have to the Assets and risk in the Assets shall pass to the Company on the Transfer Date provided always that the Council and the Governing Body will have no liability to the Company in relation to the condition of such assets.
- 9.5 The Company shall have responsibility for the operation of the Academy from the Transfer Date and the Council and the Governing Body shall have no further obligation in terms of the operation of the School from the Transfer Date.
- 9.6 The Council and/or Governing Body (as applicable) with effect from the Transfer Date assigns to the Company all the Contracts:
- 9.6.1 which are capable of assignment without the consent of other parties to those contracts; or
- 9.6.2 where consent is required to assignment and such consent has been received.
- 9.7 If any of the Contracts cannot be transferred to the Company except by an assignment made with the consent of another party or by an agreement of novation:
- 9.7.1 this Agreement shall not constitute an assignment or an attempted assignment of that Contract if the assignment or attempted assignment would constitute a breach of that Contract;
- 9.7.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment and then to assign, or to procure the novation, of that Contract; and

9.7.3 until the consent or novation is obtained:

- (a) the Council or the Governing Body (as the case may be) shall hold the same on trust for the Company and shall (at the Company's cost) do all such acts and things as the Company may reasonably require to enable due performance of the Contract and to provide for the Company the benefits of the Contract (including enforcement of any right of the Council or the Governing Body (as the case may be) against the other party to the Contract arising out of its termination by the other party or otherwise);
- (b) the Company shall (if sub-contracting is permissible and lawful under the Contract in question), as the Council's or Governing Body's (as appropriate) sub-contractor, perform all the obligations of the Council (or Governing Body) under such Contract and where sub-contracting is not permissible, the Company shall perform such obligations as agent for the Council or Governing Body (as appropriate); and
- (c) unless and until any such Contract is assigned or novated, the Council or Governing Body (as appropriate) shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Company may reasonably require from time to time.

9.8 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).

9.9 All receipts relating to the Assets and the Contracts and all Losses and outgoing incurred or payable in relation to the Assets and the Contracts up to the Transfer Date ("Historic Liabilities") shall belong to, and be paid

and discharged by, the Council or, as the case may be, the Governing Body (whichever is currently responsible) in the ordinary course of business and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities for which it is responsible under this clause.

- 9.10 All receipts relating to the Assets and the Contracts and all Losses and outgoings relating to the Assets and the Contracts incurred or payable as from and including the Transfer Date (“Future Liabilities”) shall belong to, and be paid and discharged by the Company and the Company undertakes to indemnify and keep the Council and the Governing Body indemnified against any Future Liabilities.
- 9.11 The Company agrees that, following the Transfer Date, it shall provide the Council with sufficient information, as reasonably requested by the Council, to enable the Council to accurately determine and discharge any Historic Liabilities (including, without limitation, any payments relating to the School's accounts). In the event that the Council makes an underpayment or overpayment in relation to any Historic Liabilities (including, without limitation, any payments relating to the School's accounts), the Council and the Company agree to repay any such sums to the other (as appropriate). In the event that the Council has made no payment in relation to any Historic Liabilities but has received payment from the Secretary of State in respect of these, and this amount is an underpayment or an overpayment, the Council and the Company agree to repay any such sums to the other (as appropriate).
- 9.12 The Council and the Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent that they are permitted to do so by Data Protection Legislation (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Legislation to deliver such information to the Company).
- 9.13 The Company undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and

management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.

9.14 In any case where the Contracts entered into by the Council relate to building works which have not reached practical completion or are still within the rectification period, defects liability period or maintenance period or where there are professional services still to perform the Contracts shall not be assigned and the Council shall hold the benefits of such Contracts on trust for the Company until the issue of the certificate of making good defects or equivalent of the building works or completion of professional services and the following clauses shall apply:

9.14.1 the Council shall continue to perform the employer's obligations under such Contracts;

9.14.2 the Council shall use reasonable endeavours to procure that the contract administrator shall provide 5 business days prior written notice to the Company of the contract administrator's intention to issue any certificate of practical completion and making good defects and the Council shall use reasonable endeavours to procure that the contract administrator shall take all due and proper regard of the representations made by the Company in relation to such certificate provided that such representations are provided within 5 business days of such notice;

9.14.3 the Council shall at the request and expense of the Company take such action under the Contracts as may reasonably be required by the Company and will pay to the Company all monies and sums received pursuant to such enforcement action as soon as reasonably practicable; and

9.14.4 upon the issue of the certificate of making good defects or equivalent of the building works or completion of professional services, the Council shall assign such Contracts to the Company and clause 9.7 shall apply.

10. CONDUCT OF CLAIMS

10.1 In respect of the indemnities given in this Agreement:

10.1.1 the indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

10.1.2 the indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters and obtain their consent before settlement; and

10.1.3 the indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11. CONFIDENTIALITY

Each party undertakes to the other that they will keep the contents of this Agreement confidential as between the parties, except to the extent that disclosure is required by law.

12. THIRD PARTIES

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the

Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. FORCE MAJEURE

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. GENERAL

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be unenforceable or illegal, the other provisions will remain unaffected and in force.

14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Nothing in this agreement shall oblige the Governing Body to continue in existence where it ceases to do so as a result of the closure of the School or by operation of law or shall place any obligation or liability on the individual members of the Governing Body whether or not the Governing Body continues to exist.
- 14.8 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.9 Any notice shall be deemed to have been duly received:
- 14.9.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
- 14.9.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
- 14.9.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.10 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.11 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.12 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.

14.13 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.

14.14 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

IN WITNESS of which the parties or their duly authorised representatives have executed this agreement as a Deed on the date first written above.

THE COMMON SEAL of

**THE COUNCIL OF THE CITY OF
COVENTRY**

was here to affixed in the presence of

[]

Authorised Signatory

.....

SIGNED as a DEED by []
], Head Teacher and []
] Chair of Governors for and
on behalf of THE GOVERNING BODY
OF ALICE STEVENS SCHOOL

in the presence of:

Signature of witness:

Witness' name:

Witness' address:

EXECUTED AS A DEED by
SIDNEY STRINGER MULTI ACADEMY
TRUST

acting by **[NAME OF DIRECTOR]**,

a director, in the presence of:

Director

Signature of witness:

Witness' name:

Witness' address:

SCHEDULE 1

STAFFING INFORMATION

1. **Individual terms and conditions**
- 1.1 Copies of all current employment contracts, and all other terms and conditions of employment.
- 1.2 A schedule comprising in respect of each employee, the following particulars:-
 - (a) full name;
 - (b) post;
 - (c) whether the employment is full or part time;
 - (d) sex;
 - (e) date of birth;
 - (f) date of commencement of service;
 - (g) notice period;
 - (h) normal retirement age;
 - (i) remuneration;
 - (j) pension;
 - (k) in respect of teachers:
 - (i) scale point or leadership group spine point;
 - (ii) assimilation point for the head teacher;
 - (iii) whether the employee is a post-threshold teacher;
 - (iv) whether the employee is a good honours graduate;

(v) management, recruitment, retention and/or any other allowances payable;

(vi) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.

1.3 Details of any recent changes of terms and conditions in relation to any employee.

1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:-

(a) redundancy procedures and payments;

(b) redeployment procedures;

(c) sickness absence and sick pay entitlements;

(d) equal opportunities;

(e) disciplinary matters;

(f) maternity rights;

and details of whether or not each of the above are discretionary or contractual.

1.5 Copies of any job descriptions.

1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2. **Collective bargaining**

2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

2.2 Details of any trade union recognised by the Council / Governing Body, giving the date and details of the recognition agreement (and a copy if

available), with brief details of current and historic labour relations and any pending negotiations.

2.3 Details of any other agreement, whether school, local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".

2.4 Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

3. Disputes

3.1 Details of any dispute with any employee whether brought under the Council/Governing Body's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

3.2 Details of any litigation threatened or pending against the Council / Governing Body, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.3 Details of any enquiry, correspondence or contact between the Council / Governing Body and the Commission for Racial Equality a, the Equal Opportunities Commission, the Health and Safety Inspector and HM Revenue and Customs concerning employees.

3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.

3.5 Details, and, if available, copies, of any warnings given to employees under the Council / Governing Body's disciplinary or capability procedures.

4. Dismissals

4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

4.2 Details of all employees recruited within the last 12 months.

5. **Working Time Regulations 1998**

- 5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

6. **Health and Safety**
 - 6.1 Details of any health and safety committees/representatives.
 - 6.2 Details of any health and safety complaints or recommendations or claims within the last 5 years.
7. **Trainees/Consultants**
 - 7.1 Details of all individuals in the undertaking working on training, work experience or similar schemes.
 - 7.2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.
8. **Absent employees**
 - 8.1 Details of all employees who have notified the Council / Governing Body that they are pregnant or who are currently absent on maternity leave.
 - 8.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.
9. **Job Evaluation Scheme**
 - 9.1 A copy of any job evaluation scheme.
10. **Contractor Employees**
 - 10.1 Details of any individuals employed by contractors working in the school.
11. **Pension**
 - 11.1 A list of all pension schemes (both occupational and personal) applicable to the employees.
 - 11.2 Details of any current or pending applications for early retirement.

SCHEDULE 2

THE CONTRACTS

Purpose of contract	Name of Supplier	Term of agreement	Notice period	Contract price
Catering	Coventry City Council	2014-2015		
Cleaning	Coventry City Council	2014-2015		£27,731.64
Grounds Maintenance	Coventry City Council	2014-2015		£7,380.68
Human Resources (HR, Occ health, H&S, contracts, pensions, payroll, employee benefits)	Coventry City Council	2014-2015		£13,234.00
Finance Officer	Coventry City Council	2014-2015		£3,696.00
Governor Support	Coventry City Council	2014-2015		
Site security	Coventry City Council	2014-2015		
Legal team	Coventry City Council	2014-2015		
IT Services	Coventry City Council	2014-2015		
Coventry Governors' Association	Coventry City Council	2014-2015		£5.00
Data Team	Coventry City Council	2014-2015		£369
Display Energy Certificate	Coventry City Council	2014-2015		£35
Suspended Staff	Coventry City Council	2014-2015		£2,568
Security alarms & monitoring	Coventry City Council	2014-2015		£960
Refuse collection	Coventry City Council	2014-2015		£1264 (skips @ £34 per collection)
Insurances (balance of risks prem other staff related)	Coventry City Council	2014-2015		£53,086
Minibus lease	Coventry City Council	2014-2015		£6018.69
Property asset management	Coventry City Council	2014-2015		£6862

BNP Paribas Photocopier lease	BNP Paribas	Terminates 9.1.2015		
Photocopies	Midrepro			
Careers Advice	CSWP	2014-2015		
HBT Communications telephone system/calls	HBT			
Mobile phones, gateway, pedestrian gate	Orange			
Sanibins and airfresh	Initial Washroom Solutions			
Electricity	Npower			
Water cooler	Office Beverages			
Hand driers	PHS			
Teacher absence insurance	Schools Advisory Service	May 2014-May 2015		
Text messaging	Schoolcomms			
Cash collection	Security plus	2014-2015		
Water	Severn Trent			
Alarms	Status Alarms			
Coffee	Tchibo			
TV	TV Licensing			
Data protection	Information Commissioner			
Purple mash	2 Simple			
PASS Licence Sent Licence	GL Assessment			
Achievement for all	AFA			
Media Edu	Edusites			

SCHEDULE 3

THE ASSETS

1. All equipment, furniture, fixtures and fittings on the site of the School (“the loose plant and equipment”).
2. All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Council or Governing Body (as appropriate) and used exclusively by the School.
3. All rights of the Council or Governing Body (as appropriate) in respect of computer software used by the School whether granted by licence or otherwise.
4. Any balance remaining from the School's budget following completion of due accounting procedures.
5. The School Fund

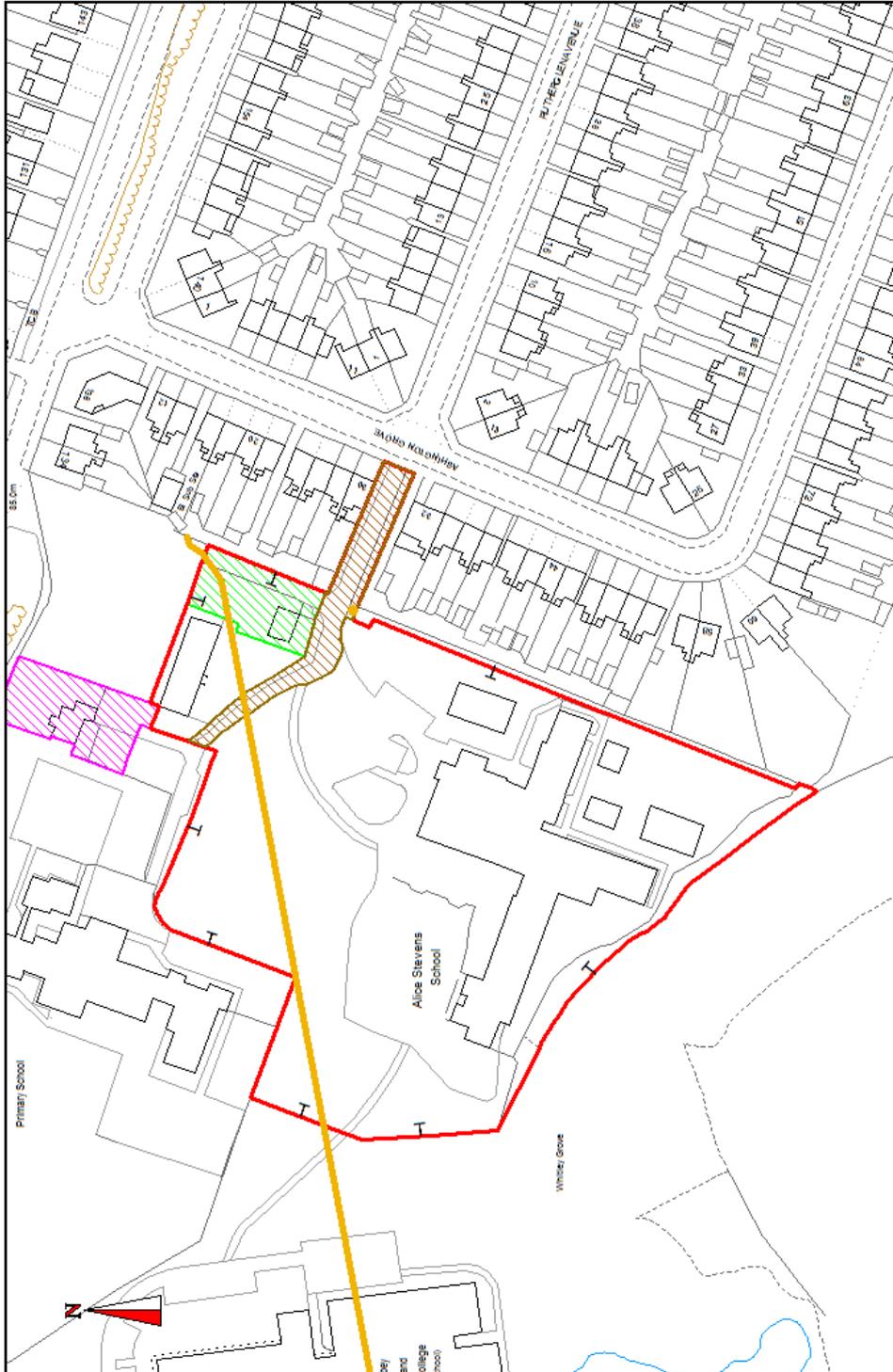
SCHEDULE 4

THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

6. The freehold or leasehold titles to the site of the School which are dealt with by separate agreement.
7. Cash in hand or at bank (other than any surpluses transferred to the Company from the Council and the Governing Body pursuant to the Academy Conversions (Transfer of School Surpluses) Regulation 2010 or any amounts referred to at paragraph 4 of Schedule 3.
8. The following assets:

Asset Description	No	Location	Owner
WAN Equipment – Alice Stevens Special School -Cisco Firewall Model No: PIX515E Serial No: 807122575.	1	School server room	Coventry City Council
Associated Fibre patch panel	1	School server room	Coventry City Council
Associated Fibre patch leads (yellow)	1	School server room	Coventry City Council



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Alice Stevens Site Plan	
Scale 1:1250	Drawn by RG
O.S. Ref. No:	LPR.
	Date 19/11/2014



 COVENTRY CITY COUNCIL
 LEASES AND PROPERTY SERVICES
 8TH FLOOR, CIVIC CENTRE 4
 COVENTRY CV1 2EP
 02476 837632