



EXECUTIVE DECISION NOTICE

SERVICE AREA:	PLACE DIRECTORATE CHILDREN'S DIRECTORATE
SUBJECT MATTER:	LAURUS RYECROFT FREE SCHOOL – GRANT OF A LEASE FOR THE SITE OF THE FORMER LITTLEMOSS HIGH SCHOOL
DECISION:	That it be DETERMINED that the Borough Solicitor be authorised to enter into an Agreement for Lease and subsequently, a 125-year Lease, in respect of the site of the former Little Moss High School with the Education and Skills Funding Agency (Education and Skills Funding Agency), shown at Appendix A in the form attached as an Appendix B for the purpose of delivering the Laurus Ryecroft Free School.
DECISION TAKER(S):	Councillor Lynn Travis
DESIGNATION OF DECISION TAKER (S):	Executive Member (Learning, Skills and Economic Growth)
DATE OF DECISION:	31 October 2017
REASON FOR DECISION:	To support the delivery of the Laurus Ryecroft Free School.
ALTERNATIVE OPTIONS REJECTED (if any):	To refuse to grant the lease required for the establishment of the Laurus Ryecroft Free School. This option was rejected on the grounds that the Council has a statutory duty to ensure a sufficiency of school places under Section 14 of the Education Act 1996.
CONSULTEES:	Department for Education Education and Skills Funding Agency Laurus Trust
FINANCIAL IMPLICATIONS: (Authorised by Borough Treasurer)	<p>The main financial implication for the Council is the loss of a potential capital receipt from the disposal of the site. However, the Academies Act 2010 contains provisions that the Secretary of State can make a 'Scheme' to provide land for use by an Academy or Free School if the land has been used as a school in the previous eight years. A 'Scheme' is effectively a compulsory purchase of school land without compensation.</p> <p>The current open market value of the site for residential development is estimated to be in the region of £1.75m. A receipt from the potential sale of the land has not been assumed in the Council's capital programme.</p> <p>The cost of constructing the new free school will be met by the Education and Skills Funding Agency. However, if the free school is not ready to open in September 2018, responsibility for providing places will fall onto the Council. The provision of the additional places for the September 2018 year 7 intake, in a very short space of time, would result in significant additional costs for the Council.</p>



LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	<p>The Council is required by law to grant enter into the agreement for lease and thereafter the lease. Although that is the case it must ensure that the legal process is adhered to and that the project is monitored to ensure that the school is delivered in time and fit for purpose in accordance with the contract.</p> <p>Continued monitoring of the project and update reports are essential to ensure that legal requirements are met.</p> <p>It will be important that the Council is able to recover the cost of the BSF programme from the capital receipts of the remaining school sites if residents of Tameside are not to be left at significant disadvantage.</p>
CONFLICT OF INTEREST:	None
DISPENSATION GRANTED BY STANDARDS COMMITTEE ATTACHED:	N/A
REFERENCE DOCUMENTS:	<p>Appendix A – site plan</p> <p>Appendix B – agreed form of Agreement for Lease and Lease</p> <p>The background papers relating to this report can be inspected by contacting the report writer, by:</p> <p> Telephone: 0161 342 2795</p> <p> E-mail: ade.alao@tameside.gov.uk</p>

Signed  Dated : 31 October 2017

Councillor Lynn Travis - Executive Member (Learning, Skills and Economic Growth)

EXECUTIVE DECISION REPORT

SERVICE AREA:	PLACE DIRECTORATE CHILDREN'S DIRECTORATE
SUBJECT MATTER:	LAURUS RYECROFT FREE SCHOOL – GRANT OF A LEASE FOR THE SITE OF THE FORMER LITTLEMOSS HIGH SCHOOL
DATE OF DECISION:	31 October 2017
DECISION TAKER	Councillor Lynn Travis
DESIGNATION OF DECISION TAKER;	Executive Member (Learning, Skills and Economic Growth)
REPORTING OFFICER:	Robin Monk - Executive Director, Place
REPORT SUMMARY:	This report seeks approval to enter into an Agreement for Lease and subsequently, a 125-year Lease, in respect of the site of the former Littlemoss High School with the Education and Skills Funding Agency (Education and Skills Funding Agency).
RECOMMENDATIONS:	That it be determined that the Borough Solicitor be authorised to enter into an Agreement for Lease and subsequently, a 125-year Lease, in respect of the site of the former Littlemoss High School with the Education and Skills Funding Agency (Education and Skills Funding Agency), in the form attached as an Appendix, for the purpose of delivering the Laurus Ryecroft Free School.
JUSTIFICATION FOR DECISION:	To support the delivery of the Laurus Ryecroft Free School
ALTERNATIVE OPTIONS REJECTED (if any):	To refuse to grant the lease required for the establishment of the Laurus Ryecroft Free School. This option was rejected on the grounds that the Council has a statutory duty to ensure a sufficiency of school places under Section 14 of the Education Act 1996.
CONSULTEES:	Department for Education Education and Skills Funding Agency Laurus Trust
FINANCIAL IMPLICATIONS: (Authorised by Borough Treasurer)	The main financial implication for the Council is the loss of a potential capital receipt from the disposal of the site. However, the Academies Act 2010 contains provisions that the Secretary of State can make a 'Scheme' to provide land for use by an Academy or Free School if the land has been used as a school in the previous eight years. A 'Scheme' is effectively a compulsory purchase of school land without compensation. The current open market value of the site for residential

	<p>development is estimated to be in the region of £1.75m. A receipt from the potential sale of the land has not been assumed in the Council's capital programme. The cost of constructing the new free school will be met by the Education and Skills Funding Agency. However, if the free school is not ready to open in September 2018, responsibility for providing places will fall onto the Council. The provision of the additional places for the September 2018 year 7 intake, in a very short space of time, would result in significant additional costs for the Council.</p> <p>It will be important that the Council is able to recover the cost of the BSF programme from the capital receipts of the remaining school sites if residents of Tameside are not to be left at significant disadvantage.</p>
LEGAL IMPLICATIONS: (Authorised by Borough Solicitor)	<p>The Council is required by law to grant enter into the agreement for lease and thereafter the lease. Although that is the case it must ensure that the legal process is adhered to and that the project is monitored to ensure that the school is delivered in time and fit for purpose in accordance with the contract.</p> <p>Continued monitoring of the project and update reports are essential to ensure that legal requirements are met.</p>
RISK MANAGEMENT:	<p>The provision of sufficient places within a local area remains the risk of the Council with reputational and educational implications.</p>
LINKS TO COMMUNITY PLAN:	<p>The proposals support the delivery of the Community Plan</p>
REFERENCE DOCUMENTS:	<p>The background papers relating to this report can be inspected by contacting the report writer.</p> <p> Telephone: 0161 342 2795</p> <p> E-mail: ade.alao@tameside.gov.uk</p>

1 INTRODUCTION

- 1.1 The Laurus Trust was successful with a bid to Wave 11 of the government's free school programme to open a new secondary school in Tameside, Laurus Ryecroft, from September 2018. Free schools, which are funded directly by the Education and Skills Funding Agency and are not run by the local council, are currently the only way to secure government funding for new schools.
- 1.2 Cheadle Hulme High School is the founder school for the Laurus Trust and has a reputation for outstanding teaching and learning. It is in the top 5% UK-wide in the new school performance measure 'Progress 8' and is one of the most sought-after schools in Greater Manchester. Apart from Laurus Ryecroft, the Trust has a new Free School due to open in Stockport in September 2018 and another in pre-opening phase in Didsbury.
- 1.3 Council officers have worked proactively with the Laurus Trust, Regional Schools Commissioner and Education and Skills Funding Agency over several months to identify gaps in secondary place provision in the borough and possible sites for the new school.
- 1.4 The Council's analysis and school place forecasting work had identified a need for a new secondary school in the Ashton area in the very near future as expected demand will far outstrip supply.
- 1.5 The Academies Act 2010 contains provisions that the Secretary of State can make a 'Scheme' to provide land for use by an Academy or Free School if the land has been used as a school in the previous eight years. A 'Scheme' is effectively a compulsory purchase of school land without compensation.
- 1.6 The former Littlemoss High School closed in 2009 after merging with the former Droylsden School to become the new Droylsden Academy, built under the Building Schools for the Future programme. The site shown at **Appendix A** was declared surplus to the Council's requirements and successive Council decisions had anticipated that capital receipts from the disposal of the site would contribute towards meeting the affordability gap in the BSF programme, which the Council had funded at the time.
- 1.7 Despite considerable efforts by the Council to identify potential sites in the Ashton area, the Education and Skills Funding Agency eventually decided on the site of the former Littlemoss High School as the preferred site for Laurus Ryecroft.
- 1.8 While the Education and Skills Funding Agency stated that their preference was for a voluntary agreement for a 125-year lease on nominal rent, they have made clear that the Secretary of State would consider making a 'Scheme' in respect of the site.
- 1.9 This report seeks approval to enter into an Agreement for Lease and subsequently, a 125-year Lease, in respect of the site of the former Littlemoss High School with the Education and Skills Funding Agency.

2 LEGAL IMPLICATIONS

- 2.1 The freehold of the site is currently owned by the Council. Under Section 123 of the Local Government Act 1972, the Council generally must dispose of its land for the best consideration that can reasonably be obtained. However, this obligation is disapplied in the case of a disposal for the purposes of an Academy or Free School under the provisions of paragraph 20(2) of Schedule 1 to the Academies Act 2010.
- 2.2 The principal legal agreements required for the disposal are:
 - An Agreement for Lease

- A Lease

2.3 The agreed form of Agreement for Lease and Lease are attached at **Appendix B**.

3 PROPERTY IMPLICATIONS

3.1 The Council currently owns the freehold interest of the School property and site and has agreed the Agreement for Lease and Lease which are attached at **Appendix B** with the Education and Skills Funding Agency for the land disposal.

3.2 The terms are:

- Planning – The Trust will be required to apply for and pursue planning permission to construct the School
- Construction – The Trust, via the Education and Skills Funding Agency, is to appoint a contractor to build the school as soon as possible.
- Warranties – The Trust will procure warranties in favour of the Council, so that the Council can enforce the warranties in the event of the Academy failing.
- Lease upon completion of the construction a lease will be granted to the Trust containing the following terms:
- Landlord – Tameside Metropolitan Borough Council;
 - Tenant – Education and Skills Funding Agency
 - Property – As shown on the outline plan attached to the Heads of Terms
 - Term – 125 years
 - Rent – £1 per annum
 - Rent Reviews – There will be no rent reviews during the term of the Lease
 - Other Terms – The terms of the lease will be substantially in the same form as the existing Academy leases in the Borough.

4 FINANCIAL IMPLICATIONS

4.1 The main financial implication for the Council is the loss of a potential capital receipt from the disposal of the site.

4.2 The current open market value of the site for residential development is estimated to be in the region of £1.75m. A receipt from the potential sale of the land has not been assumed in the Council's capital programme.

4.3 The cost of constructing the new free school will be met by the Education and Skills Funding Agency. However, if the free school is not ready to open in September 2018, responsibility for providing places will fall onto the Council. The provision of the additional places for the September 2018 year 7 intake, in a very short space of time, would result in significant additional costs for the Council.

5 CONCLUSIONS

5.1 The Laurus Trust is the sponsor for the new Laurus Ryecroft Free School which is due to open in September 2018. The school will assist in addressing the projected shortfall of secondary school places in the borough.

5.2 There are no other feasible options available to the Council for meeting its statutory obligations to provide sufficient secondary school places at this time given the stance taken by the Education and Skills Funding Agency.

6 RECOMMENDATIONS

6.1 These are set out at the front of the report.

APPENDIX B

Agreement for Lease and Lease



2017

Agreement for lease
relating to
Former Littlemoss School, Droylsden, Manchester, M43 7LF

Tameside Metropolitan Borough Council ⁽¹⁾ and
The Laurus Trust ⁽²⁾

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DATE

PARTIES

- (1) **Tameside Metropolitan Borough Council** of Council Offices, Wellington Road, Ashton-under-Lyne, Lancashire, OL6 6DL (**Landlord**).
- (2) The Laurus Trust (No. 07907463) whose registered office is Cheadle Hulme High School, Woods Lane, Cheadle Hulme, Cheadle, Cheshire, SK8 7JY (**Tenant**).

BACKGROUND

- (A) The Landlord owns the freehold of property known as former Littlemoss High School and has agreed to grant the Tenant a lease of the property on the terms contained in this Agreement.
- (B) The Lease will contain an agreement between the Landlord and the Tenant that the provisions of sections 24-28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the Lease.
- (C) The grant of the Lease is subject to planning consent being granted by the Council for the Development.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this Clause apply in this Agreement.

Base Rate	the higher of five per cent (5%) and the base rate from time to time of Barclays Bank PLC.
CIL	the community infrastructure levy introduced by sections 205-225 of the Planning Act 2008 payable in respect of the Development.
Completion Date	the date which is fifteen (15) Working Days after the Unconditional Date.
Condition	any one of the Part 1 Conditions.
Condition Precedent	the occurrence of the Unconditional Date.
Contract Rate	interest at four per cent (4%) above the Base Rate.
Council	Tameside Metropolitan Borough Council.
Court Confirmatory Decision	either: <ol style="list-style-type: none">(a) a judgment of the High Court or Court of Appeal confirming the grant of Satisfactory Planning Permission by the Council or by the Secretary of State following a Planning Appeal, and the period for an appeal against such a decision has expired without a further Third Party Application being made; or(b) a judgment of the Supreme Court confirming the grant of Satisfactory Planning Permission by the Council or by the Secretary of State following a Planning Appeal.

Development	the construction on the Property of a school and associated infrastructure in accordance with a Satisfactory Planning Permission and using a suitably qualified building contractor and professional team from whom the Tenant shall procure warranties on commercially acceptable terms which are capable of being assigned twice.
Finally Determined	<p>where a Third Party Application has been made, the first of the following events to occur:</p> <ul style="list-style-type: none"> (a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further Third Party Application being made; (b) all Third Party Applications have been withdrawn; (c) a Court Confirmatory Decision has been issued; or (d) a Quashing Order has been issued and the Council or the Secretary of State has issued a further Planning Permission which is a Satisfactory Planning Permission and the Review Period in respect of that Satisfactory Planning Permission has expired.
Landlord's Conveyancer	Borough Solicitor, Tameside Metropolitan Borough Council, Dukinfield Town Hall or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.
Lease	the lease in the agreed form of the draft annexed to this Agreement.
Long Stop Date	18 months from the date of validation of the Planning Application.
LTA 1954	Landlord and Tenant Act 1954.
Part 1 Conditions	Part 1 of the Standard Commercial Property Conditions (Second Edition).
Part 2 Conditions	Part 2 of the Standard Commercial Property Conditions (Second Edition).
Planning Agreement	(if any) the form of which (in each case) is satisfactory to the Tenant in all respects.
Planning Appeal	<p>an appeal by the Tenant against:</p> <ul style="list-style-type: none"> (a) the refusal of the Council to grant Planning Permission; (b) the non-determination of the Planning Application; or (c) any one or more conditions attached to the Planning Permission.
Planning Appeal Decision	the written decision of the Secretary of State on the Planning Appeal.
Planning Application	an application for Planning Permission to be made by or on behalf of the Tenant.

Planning Condition	the grant of Satisfactory Planning Permission.
Planning Permission	detailed planning permission for the Development.
Property	Former Littlemoss High School, Droylsden, Manchester, M43 7LF being part of the land registered at the Land Registry under title number MAN16619 shown edged in red on the plan attached.
Quashing Order	the decision of the court to nullify either the Satisfactory Planning Permission granted by: <ul style="list-style-type: none"> (a) the Council; or (b) the Secretary of State following a Planning Appeal.
Relevant Secretary of State	such Secretary of State or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Agreement.
Review Period	either: <ul style="list-style-type: none"> (a) six (6) weeks and ten (10) Working Days following the date of issue of a Satisfactory Planning Permission by the Council; or (b) six (6) weeks following the date of issue of a Planning Appeal Decision.
Satisfactory Planning Permission	a Planning Permission and Planning Agreement (if any) is satisfactory to the Tenant in all respects.
Secretary of State	the Secretary of State for Communities and Local Government or other appropriate Minister including (where relevant) any inspector appointed to determine any Planning Appeal or the National Assembly for Wales.
Tenant's Conveyancer	Bond Dickinson LLP of St Ann's Wharf, 112 Quayside, Newcastle upon Tyne, NE1 3DX (Ref: KGJR/NLG/PAR/214.1500) or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.
Third Party	a person other than: <ul style="list-style-type: none"> (a) the Landlord; (b) the Tenant; or (c) anyone acting on the Landlord's or Tenant's behalf.
Third Party Application	either of the following: <ul style="list-style-type: none"> (a) a Third Party's application for judicial review of a decision by the Council to grant Satisfactory Planning Permission; or (b) a Third Party's application under section 288 of the Town and Country Planning Act 1990 in respect of a decision by the Secretary of State to grant Satisfactory Planning Permission following a Planning Appeal;

including an application to a higher court appealing against a judgment in respect of an application made under (a) or (b) above, given in a lower court.

Unconditional Date

either:

the latest of the following dates:

- (a) the date on which it is established under this Agreement that a Satisfactory Planning Permission has been granted;
- (b) the next Working Day after the expiry of the Review Period (provided that no Third Party Application is commenced by such date); and
- (c) in the event that any Third Party Application is commenced, the next Working Day after the date on which:
 - (i) the Third Party Application is Finally Determined; and
 - (ii) a Satisfactory Planning Permission is finally granted or upheld whether after a reference back to the Secretary of State or the local planning authority or any other relevant authority (as the case may be);

so that the Satisfactory Planning Permission is no longer open to challenge in any way by the issue of further Planning Applications;

- (d) the date on which the Tenant obtains a defective title indemnity insurance policy on terms that are satisfactory to it in all respects or otherwise confirms to the Landlord that it is satisfied with the position relating to the exclusion of mines, minerals and manorial rights from the title to the Property.

VAT

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Working Days

has the same meaning given to the term **working day** in the Part 1 Conditions.

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 References to a document in agreed form are to that document in the form agreed by the parties and initialled by or on behalf of them for identification.
- 1.11 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.12 References to Clauses are to the Clauses of this Agreement.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.15 Unless this Agreement otherwise expressly provides, a reference to the Property is to the whole and any part of the Property.
- 1.16 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.
- 1.17 **Landlord** includes the Landlord's successors in title and any other person who is or becomes entitled to the reversion (whether immediate or not) expectant on the term to be created by the Lease.
- 1.18 **Tenant** does not include the Tenant's successors in title.
- 2. CONDITION PRECEDENT**
- 2.1 This Agreement is conditional upon satisfaction of the Planning Condition. This Agreement shall become unconditional upon the Unconditional Date.
- 2.2 This Agreement comes into force on the date of this Agreement except for Clauses 10 to 20 inclusive which shall come into force on the Unconditional Date.
- 3. RISK AND INSURANCE BEFORE THE UNCONDITIONAL DATE**
- 3.1 Between the date of this Agreement and the Completion Date the Landlord will:
- 3.1.1 insure the Property against loss or damage to its full reinstatement value;
- 3.1.2 permit the Tenant to inspect the policy or evidence of its terms; and
- 3.1.3 at the Tenant's expense, request the insurer to endorse a note on the policy of the Tenant's interest.
- 3.2 Insofar as the policy money is not applied by the Landlord in repairing or reinstating the Property and provided that this Agreement is not terminated, the Landlord will pay to the Tenant the amount of any policy money received in respect of any damage caused to the Property by an insured risk between the date of this Agreement and the Completion Date on the later of:

3.2.1 the Completion Date; and

3.2.2 the date when the Landlord receives the policy money in respect of the Property.

4. PLANNING APPLICATION

4.1 As soon as reasonably practicable after the date of this Agreement, the Tenant shall submit the Planning Application to the Council and shall use reasonable endeavours to obtain the grant of a Satisfactory Planning Permission.

4.2 If it appears necessary to obtain a Satisfactory Planning Permission, the Tenant may amend the Planning Application or withdraw and submit in substitution a revised Planning Application.

4.3 The Tenant may agree to any extension of the statutory period for determination of the Planning Application.

4.4 The Landlord shall not do anything which may prejudice or obstruct the progress of any Planning Application or Planning Appeal made pursuant to this Agreement PROVIDED however this does not affect in any way the Landlord in the exercise of any of its powers as local planning authority.

5. PLANNING APPEAL

5.1 The Tenant may, but shall not be obliged to, make a Planning Appeal.

5.2 If the Tenant does lodge a Planning Appeal, then the Tenant shall pursue the Planning Appeal with all due diligence.

6. THIRD PARTY APPLICATIONS

If a Third Party Application is made, the Tenant shall as soon as reasonably practicable after receiving it, give the Landlord a copy of any judgment issued by the court in relation to the Third Party Application proceedings.

7. REPORTING AND MEETINGS AND CO-OPERATION OF SELLER

7.1 The Tenant will keep the Landlord regularly informed as to progress of the Planning Application, Planning Agreement, Planning Appeal or any Third Party Application.

7.2 The Landlord shall co-operate with the Tenant and use reasonable endeavours to assist the Tenant in obtaining a Satisfactory Planning Permission.

7.3 The Landlord shall give reasonable assistance to the Tenant in pursuing a Planning Appeal.

8. NOTIFICATION OF PLANNING DECISIONS

8.1 The Tenant shall notify the Landlord as soon as reasonably practicable following the receipt of any planning decision resulting from the Planning Application (whether original, amended or resubmitted) or the making of a Planning Appeal.

8.2 The Tenant shall notify the Landlord in writing within thirty (30) days of receipt of any planning decision whether or not the planning decision amounts to a Satisfactory Planning Permission.

9. PLANNING AGREEMENTS

9.1 To the extent that the Landlord is required to do so in its capacity as landowner, the Landlord shall, and shall use best endeavours to procure that any mortgagee of the Property shall, at the written request of the Tenant enter into any Planning Agreement necessary to procure the grant of a Satisfactory Planning Permission.

9.2 If requested by the Tenant, the Landlord shall enter into any Planning Agreement provided that any liabilities of the Landlord in the Planning Agreement:

9.2.1 are expressed to be dependent on the implementation of the Planning Permission (save in respect of the payment of any legal, administrative and/or supervision or monitoring costs);

9.2.2 shall cease on disposal of the Landlord's interest in the Property; and

9.2.3 the Tenant shall keep the Landlord indemnified against all liabilities, proceedings, costs, claims, demands and expenses incurred or arising as a result of a Planning Agreement.

10. TERMINATION

If the Unconditional Date has not occurred by the Long Stop Date either the Landlord or the Tenant may at any time after the Long Stop Date (but only before the Unconditional Date) give written notice to the other to determine this Agreement.

11. AGREEMENT FOR LEASE

11.1 In consideration of the Tenant's obligations under this Agreement, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the Lease on the terms set out in this Agreement. No purchase price, premium or deposit is payable.

11.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant or a person to whom the Tenant has assigned the benefit of this Agreement in accordance with Clause 11.4.

11.3 The Tenant cannot, subject to Clause 11.4, assign, sublet, charge, or otherwise share or part with the benefit of this Agreement whether in relation to the whole or any part of the Property.

11.4 The Tenant may assign the benefit of this Agreement to the Relevant Secretary of State or an entity controlled by it or subsidiary of it or a proprietor or intended proprietor of an Academy within the meaning of the Academies Act 2010.

12. EXCLUSION OF SECURITY OF TENURE

12.1 The parties confirm that:

12.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, before this Agreement was entered into; and

12.1.2 _____, who was duly authorised by the Tenant to do so, made a statutory declaration dated _____ 2014 in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

13. CONDITIONS

13.1 The Part 1 Conditions are incorporated in this Agreement, in so far as they:

13.1.1 are applicable to the grant of a lease;

13.1.2 are not inconsistent with the other Clauses in this Agreement; and

13.1.3 have not been modified or excluded by any of the other Clauses in this Agreement.

13.2 The Part 2 Conditions are not incorporated in this Agreement.

- 13.3 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this Agreement.
- 13.4 Condition 8.7 is amended to read: "The Tenant is to pay the money due on completion to the Landlord's Conveyancer by a method that gives immediately available funds".
- 13.5 Condition 9.1.1 is varied to read "If any plan or statement in the contract or in written replies which the seller's conveyancer has given to any written enquiries raised by the buyer's conveyancer before the date of this contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows."
- 13.6 The following Part 1 Conditions do not apply to this Agreement:
- 13.6.1 Conditions 1.1.4(a), 1.2, 1.3, 1.4 and 1.5;
 - 13.6.2 Condition 2.2;
 - 13.6.3 Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3;
 - 13.6.4 Conditions 6.1, 6.2, 6.3, 6.4.2 and 6.6.2;
 - 13.6.5 Conditions 7.1.2, 7.1.3 and 7.1.4(b);
 - 13.6.6 Condition 9.3; and
 - 13.6.7 Condition 10.3.

14. CONDITION OF THE PROPERTY

- 14.1 The Tenant acknowledges that, prior to the date of this Agreement, the Landlord has given the Tenant and those authorised by the Tenant, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Tenant accepts the condition of the Property.
- 14.2 No representation or warranty is given by the Landlord that the Property may lawfully be used for the use permitted by the Lease and the Tenant confirms that it has made all necessary enquiries to satisfy itself on this point.

15. VACANT POSSESSION

- 15.1 The Landlord will give the Tenant vacant possession of the Property on completion of the grant of the Lease.
- 15.2 The Tenant is not entitled to and will not be permitted to take occupation or possession of the Property or of any part of it prior to completion of the grant of the Lease and this Agreement does not operate as a demise.

16. DEDUCING TITLE

- 16.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Conveyancer before the date of this Agreement.
- 16.2 The Tenant is not entitled to raise any enquiry, objection, enquiry or requisition in relation to it.

17. TITLE GUARANTEE

The Landlord will grant the Lease with full title guarantee.

18. MATTERS AFFECTING THE PROPERTY

18.1 The Landlord will grant the Lease to the Tenant free from encumbrances other than:

- 18.1.1** any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by the Land Registry as at 10 February 2017 timed at 15:37:39 under title number MAN16619;
- 18.1.2** all matters contained or referred to in the Lease;
- 18.1.3** any matters discoverable by inspection of the Property before the date of this Agreement;
- 18.1.4** any matters which the Landlord does not and could not reasonably know about;
- 18.1.5** any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this Agreement;
- 18.1.6** public requirements;
- 18.1.7** any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002.

18.2 The Tenant is deemed to have full knowledge of the matters referred to in Clause 18.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

19. VAT

19.1 Each amount stated to be payable by the Tenant to the Landlord under or pursuant to this Agreement is exclusive of VAT (if any).

19.2 If any VAT is chargeable on any supply made by the Landlord under or pursuant to this Agreement, the Tenant will pay the Landlord an amount equal to that VAT as additional consideration on completion.

20. COMPLETION

Completion will take place on the Completion Date.

21. ENTIRE AGREEMENT

21.1 This Agreement and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this Agreement.

21.2 The Tenant acknowledges 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, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Agreement or not) other than:

- 21.2.1** as expressly set out in this Agreement or the documents annexed to it; or
- 21.2.2** in any written replies which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of this Agreement.

21.3 Nothing in this Clause 21 will, however, operate to limit or exclude any liability for fraud.

22. JOINT AND SEVERAL LIABILITY

Where the Tenant is more than one person, then in each case their obligations are joint and several and the Landlord may release or compromise the liability of any of those persons under this Agreement or grant time or other indulgence without affecting the liability of any one of them.

23. NOTICES

- 23.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

23.1.1 Landlord: The Borough Solicitor, Tameside Metropolitan Borough Council, Dukinfield Town Hall, King Street, Dukinfield, Tameside SK16 4LA.

23.1.2 Tenant: The Laurus Trust, Cheadle Hulme High School, Woods Lane, Cheadle Hulme, Cheadle, SK8 7JY marked for the attention of Wendy Mason / Linda Magrath

together with a copy to the Education Funding Agency, Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT for the attention of Director Free Schools and to the Tenant's Conveyancer;

or as otherwise specified by the relevant party by notice in writing to each other party.

- 23.2 Any notice or other communication shall be deemed to have been duly received:

23.2.1 if delivered personally, when left at the address and for the contact referred to in this Clause;

23.2.2 if sent by pre-paid first class post or recorded delivery, at 9.00am on the second Working Day after posting; or

23.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 23.3 A notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.

- 23.4 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

24. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

25. CHARITIES ACT 2011 STATEMENT

The land demised will, as a result of the Lease be held by The Laurus Trust, an exempt charity.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 26.3 Each party irrevocably consents to any process in any proceedings arising out of or in connection with this Agreement under Clause 26.2 being served on it in accordance with the provisions of this Agreement relating to service of notices. Nothing contained in this Agreement will affect the right to serve process in any other manner permitted by law.

This Agreement has been entered into on the date stated at the beginning of it.

LEASE

2017

Lease
relating to
Former Littlemoss High School, Droylsden, Manchester, M43 7LF

Term: 125 years:

Tameside Metropolitan Borough Council ⁽¹⁾ and
The Laurus Trust ⁽²⁾

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease		2017
LR2.	Title number(s)	LR2.1	Landlord's title number(s): MAN16619
		LR2.2	Other title number(s): None
LR3.	Parties to this Lease		
	Landlord		Tameside Metropolitan Borough Council
	Tenant		The Laurus Trust
LR4.	Property (referred to in the remainder of this Lease as the Property)		In the case of a conflict between this Clause and the remainder of this Lease then for the purposes of registration, this Clause shall prevail Please see the definition of Property in Clause 1.1
LR5.	Prescribed statements etc		Please see Clause 10
LR6.	Term for which the Property is leased (referred to in the remainder of this Lease as the Term)		125 years
LR7.	Premium		None
LR8.	Prohibitions or restrictions on disposing of this Lease		This Lease does not contain a provision that prohibits or restricts dispositions
LR9.	Rights of acquisition etc		None
LR10.	Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property		None
LR11.	Easements		
		LR11.1	Easements granted by this Lease for the benefit of the Property: The easement(s) set out in Schedule 2 to this Lease

	LR11.2	Easements granted or reserved by this Lease over the Property for the benefit of other property:
		The easement(s) set out in Schedule 3 to this Lease
LR12.	Estate rentcharge burdening the Property	None
LR13.	Application for standard form of restriction	<p>The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property:</p> <p>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT</p>
LR14.	Declaration of trust where there is more than one person comprising the Tenant	Not applicable

DATE

PARTIES

- (1) Tameside Metropolitan Borough Council of Council Offices, Wellington Road, Ashton-under-Lyne, Lancashire, OL6 6DL (**Landlord**).
- (2) The Laurus Trust (No. 07907463) whose registered office is Cheadle Hulme High School, Woods Lane, Cheadle Hulme, Cheadle, Cheshire, SK8 7JY (**Tenant**).

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

Academy	an Academy falling within the description contained in section 1(10) Academies Act 2010.
Amenities	drainage, water, gas, electricity, telephone and any other services or amenities of like nature.
Break Date	each of the 25 th , 50 th , 75 th and 100 th anniversaries of the date of this Lease.
Break Notice	written notice to terminate this Lease.
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.
End Date	the date that falls ninety (90) working days after the Funding Termination Date.
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 and any other apparatus from time to time in or upon the Property.
Funding Agreement	<p>(a) an agreement pursuant to section 1 of the Academies Act 2010 made between (1) the Secretary of State and (2) the Tenant; and</p> <p>(b) any replacement or renewal of such agreement between the same parties and in substantially the same form;</p> <p>(c) any replacement agreement made between the Tenant and the Secretary of State (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.</p>
Funding Termination Date	the date that falls thirty (30) working days after the termination of the Funding Agreement.
Insured/Covered Risks	(a) where the Tenant is not a member of the Risk Protection Arrangement 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; or

- (b) where the Tenant is a member of the Risk Protection Arrangement such risks as are covered by the Risk Protection Arrangement

subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, 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 or if the risks are not covered by the Risk Protection Arrangement where the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of **Insured/Covered Risks**.

Interest	interest at the rate of four per cent (4%) per annum above Lloyds TSB 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 one per cent (1%) per annum above the rate at which the Landlord could reasonably borrow from time to time.
Landlord's Property	land and buildings including the Property registered at the Land Registry under Title Number MAN16619.
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.
Planning Agreement"	an agreement or unilateral undertaking under section 106 of 106A of the Town and Country Planning Act 1990, under section 33 of the Local Government (Miscellaneous Provisions) Act 1982, under section 111 of the Local Government Act 1972, under section 38 and/or 278 of the Highways Act 1980 or under section 1 of the

	Localism Act 2011 or any other relevant statute or regulation which:
	<ul style="list-style-type: none"> (a) may be required to be completed in a resolution (or through resolution of an officer through delegated powers) by a local planning or other relevant authority or authorities as a condition precedent to the grant of the planning permission; or (b) is required to enable the Tenant's development works lawfully to be commenced and carried out.
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 Royal Institution of Chartered Surveyors.
Property	the property described in Part 1 of Schedule 1.
Reinstatement Value	<p>the full cost of reinstating the Property including:</p> <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).
Relevant Secretary of State	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State to take an assignment of this Lease.
Rent	a peppercorn.
Retained Land	the adjoining land of the Landlord described in Part 2 of Schedule 1.
Risk Protection Arrangement	such risk protection arrangement scheme as may be operated by the Secretary of State from time to time.
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.
Term	one hundred and twenty five years (125) years from and including the Term Commencement Date.

**Term Commencement
Date**

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 Landlord's Property with the express or implied authority of any one or more of them;
- 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 by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;
- 1.2.16 the table of contents and headings to Clauses, paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.17 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;
- 1.2.19 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.21 any person undertaking any obligation under or by virtue of this Lease which is a **landlord covenant** for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.22 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;
- 1.2.23 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.24 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.25 if any matter is referred to arbitration pursuant to this Lease:
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
- (b) the arbitrator has no power:

- (i) to order rectification setting aside or cancellation of this Lease;
- (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
- (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;

1.2.26 if any matter in this Lease is to be determined by an arbitrator:

- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
- (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
- (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;

1.2.27 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:

- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
- (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and
- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. DEMISE RENTS AND OTHER PAYMENTS

2.1 The Landlord 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 together with the rights specified in Schedule 2;

3. TENANT'S COVENANT

The Tenant covenants with the Landlord as follows:

3.1 Rent and payments

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

3.2 Outgoings

- 3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are imposed, charged or assessed on the Property together with the Retained Land or other land to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably.
- 3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges).
- 3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

3.3 Repair and upkeep

- 3.3.1 At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy and make good:
- (a) any damage it causes to the Property; and/or
 - (b) any deterioration to the condition of the Property that may arise from the Term Commencement Date,
- provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage.
- 3.3.2 To notify the Landlord in writing immediately if any structural damage occurs to the Property.

3.4 Access of Landlord and notice to repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) 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 in the final three (3) years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;
- 3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property (**Repair Notice**) and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:
- (a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage (**Safety Breach**), the works shall be commenced within the period of fifty six (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 fifty six (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 Clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.2 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;
- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six (6) months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;

- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant)

provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, 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 have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or
 - (b) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property

PROVIDED THAT the Landlord's consent to the development of the Property as a school in accordance with the terms of the Satisfactory Planning Permission (as defined in the Agreement for Lease dated [] 2017 and made between the parties to this lease) shall not be required.

- 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) and 3.5.2(b);
 - (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to 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 or any occupiers of any part or parts of the Retained Land.
- 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 2015 (**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 parties agree that the Tenant shall be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property.
- 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; 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 (20) days after its receipt by the Tenant.
- 3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

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

3.12 Dealings

- 3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of the whole or part of the Property with a proprietor or proposed proprietor of an Academy or a body or individual providing services or facilities which are 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 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 the Relevant Secretary of State or an entity controlled by it or subsidiary of it, a proprietor or proposed proprietor of an Academy or a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer.
- 3.12.5 Subject to Clause 3.12.6 not to underlet any part or parts or the whole of the Property without Landlord's consent.
- 3.12.6 The Tenant may underlet a part or parts of the Property (but not the whole) to one or more statutory undertakers without the Landlord's written consent provided that the term of such underletting or underlettings expires before the end of the Term.
- 3.12.7 The Tenant may charge the Property without the Landlord's 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) 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 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 (3) 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 valid 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 properly 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 fourteen (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.

3.18 Landlord's Property

To observe and perform the matters contained or referred to in the documents noted on the registers of title to the Landlord's Property as at the date of this Lease relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them.

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 Planning Agreements

At the request of the Tenant to enter into and to consent to the Tenant entering into any Planning Agreement relating to the Property Provided that if the Landlord is requested to enter into any Planning Agreement the Tenant shall (and the Landlord shall give to the Tenant all rights necessary to enable the Tenant to) observe and perform all the obligations on the part of the Landlord and the landowner contained in the Planning Agreement and the Tenant shall indemnify the Landlord in respect of all such obligations on the Landlord's part and all reasonable and proper costs relating thereto.

5. INSURANCE AND RISK PROTECTION ARRANGEMENT

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 or to be a member of the Risk Protection Arrangement;
- 5.1.2 if not a member of the Risk Protection Arrangement, to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;
- 5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within three (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 under the Risk Protection Arrangement whether before or after the termination of this Lease shall belong to the Tenant absolutely;
- 5.1.4 if not a member of the Risk Protection Arrangement, to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last premium paid or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of twelve (12) months in both cases);
- 5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.
- 5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks.
- 6. **PROVISOS**
- 6.1 **Re-entry**
- 6.1.1 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.
- 6.1.2 The Landlord may not exercise the right of re-entry under Clause 6.1.1 unless it has given prior notice to the Secretary of State of the breach in respect of which there is a claim against the Tenant and such notice is to contain sufficient detail of the circumstances of the breach to allow the Secretary of State the opportunity to remedy the breach (**Landlord's Notice**).
- 6.1.3 The Secretary of State shall within sixty (60) days of receipt of the Landlord's Notice serve written notice (**Acceptance Notice**) either agreeing or refusing to remedy the

breaches specified in the Landlord's Notice and (if applicable) indicating an intention for this Lease to be assigned in accordance with the terms of this Lease.

6.1.4 In the event that the Secretary of State fails to serve an Acceptance Notice within sixty (60) days of receipt of the Landlord's Notice it will be deemed to refuse to remedy the breaches specified in the Landlord's Notice, and the Landlord may exercise the right of re-entry under Clause 6.1.1.

6.1.5 In the event that the Secretary of State serves an Acceptance Notice the Secretary of State will be deemed to be agreeing to remedy all the breaches specified in the Landlord's Notice or take or procure an assignment of this Lease in accordance with the terms of this Lease.

6.1.6 Following service of an Acceptance Notice the Secretary of State (as appropriate) will have a reasonable length of time (or such longer period as may be agreed between the parties acting reasonably) to:

- (a) take steps to remedy the breaches specified in the Landlord's Notice to the Landlord's reasonable satisfaction and (if applicable); or
- (b) accept or procure an assignment to the Secretary of State or his or her nominee of the residue of the term of this Lease in accordance with its terms

during which time the Landlord will not be able to exercise the right of re-entry under Clause 6.1.1.

6.1.7 If the Secretary of State (as appropriate) fails to remedy the breaches to the Landlord's reasonable satisfaction or accept or procure an assignment of this Lease in accordance with the terms of this Lease in the time period specified in Clause 6.1.6 the Landlord may exercise the right of the re-entry under Clause 6.1.1.

6.1.8 Any dispute between the Landlord and the Tenant about whether the breaches specified in the Landlord's Notice have been adequately remedied or whether an assignment has been accepted or procured in accordance with the terms of this Lease are to be dealt with pursuant to Clause 11 of 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 4.00pm 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 section 62 LPA

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 the Retained Land or affecting any other 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 (**Notice**) applicable to the tenancy created by this Lease on _____ 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 _____ 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 Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:
- (a) the Landlord has received prior notice in writing from the Secretary of State of an intention for this Lease to be assigned in accordance with the terms of this Lease; or
 - (b) this Lease has been assigned in accordance with the terms of this Lease.
- 6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease.

- 6.7.3 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.
- 6.7.4 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.
- 6.7.5 On the termination of this Lease under Clause 6.7.1 or 6.7.2 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 the Lease.

7. LANDLORD'S POWERS

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

8. NEW TENANCY

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

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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

10. CHARITY

The Property will as a result of this Lease be held by The Laurus Trust an exempt charity.

11. DISPUTE RESOLUTION PROCEDURE

If the parties fail to agree on any of the provisions or terms of this Lease then either party may refer the matter to arbitration.

12. TENANT'S BREAK RIGHT

- 12.1 Provided that the Tenant produces to the Landlord evidence of the consent of the Secretary of State to it doing so the Tenant may terminate this Lease on any Break Date by serving a Break Notice on the Landlord at least nine (9) months before the Break Date as stated in the Break Notice.
- 12.2 The Break Notice shall state the Break Date in respect of which it is served.
- 12.3 Following service of the Break Notice, this Lease shall terminate on the Break Date specified in the Break Notice.
- 12.4 Termination of this Lease pursuant to this Clause shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants contained in this Lease.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Part 1 - The Property

ALL THAT land and buildings known as Former Littlemoss High School, Droysiden, Manchester shown edged red on the Plan and including the following so far as the same may exist at any time during the Term:

1. all Conduits exclusively serving such premises; and
2. all Fixtures and Fittings (save for those that belong to the Tenant).

SCHEDULE 1

Part 2 – Retained Land

The land and premises shown edged blue on the Plan in the ownership of the Landlord at adjacent or near the Property.

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 lay, 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 the Retained Land PROVIDED that the Landlord has the right at any time or times during the Term:

- 1.1 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
- 1.2 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 Retained Land.

3. ACCESS TO RETAINED LAND

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property 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 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. SERVICES

The right to connect into and pass Amenities to and from the Retained Land and any other 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.

2. ACCESS TO PROPERTY

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

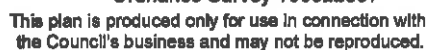
- 2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and
- 2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;

the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.

SCHEDULE 4 - LANDLORD'S PROPERTY

The land known as former Littlemoss High School, Droylsden, Manchester, M43 7LF

PLAN



Executed (but not delivered until the date)
hereof) as a Deed by affixing the Common)
Seal of **TAMESIDE METROPOLITAN**)
BOROUGH COUNCIL in the presence of:)

Authorised Signature

Date

Executed as a deed by **THE LAURUS**
TRUST acting by
a director, in the presence of:



.....
Director

Signature (Witness)

Print Name

Address

.....

Occupation

Signed by.....

for and on behalf of

Tameside Metropolitan Borough Council

.....

Authorised Signatory