

DATED

1 September 2026

(1) **COUCH PERRY & WILKES LLP**

(2) **OADBY WIGSTON AND LEICESTERSHIRE SCHOOLS ACADEMY TRUST**

BREEAM SUB-CONSULTANT COLLATERAL WARRANTY
relating to the extension of the New Lubbethorpe Primary School
at New Lubbethorpe, Leicester Forest East, Leicester

 **SHAKESPEARE**MARTINEAU

THIS DEED is made and delivered on the 1 day of September 2026

BETWEEN:

- (1) **COUCH PERRY & WILKES LLP** incorporated and registered in England and Wales with company number OC317478 whose registered office is at Interface 100 Arlestone Way, Solihull, Birmingham B90 4LH ("**the Sub-Consultant**").
- (2) **OADBY, WIGSTON AND LEICESTERSHIRE SCHOOLS ACADEMY TRUST** incorporated and registered in England and Wales with company number 08537140 whose registered office is at New Lubbethorpe Primary School Tay Road, Lubbethorpe, Leicester LE19 4BF ("**the Beneficiary**")

RECITALS

- A. By a contract ("**Appointment**") (which definition includes any variation to the contract which from time to time may be agreed between the Employer and the Consultant) dated 23 October 2025, **STEPHEN HOWARD WOOLFE** and **MARTIN JOHN OWEN JONES** both of Shakespeare Martineau LLP 1 Colton Square Leicester LE1 1QH and **ANDREW MARTIN WARD** of Mather Jamie Ltd, 3 Bank Court, Weldon Road, Loughborough, Leicestershire, LE11 5RF acting in their capacity as trustees of ERB Drummond Deceased ("**the Employer**") has appointed the Consultant to provide the Services as defined in the Appointment in relation to the Project also as defined in the Appointment.
- B. The Consultant has sub-contracted part of the Services to the Sub-Consultant (the "**Sub-Consultant Services**") pursuant to the terms of a sub-consultant appointment dated 25 August 2026 ("**Sub-Consultant Appointment**").
- C. The Sub-Consultant has agreed to enter into this Deed with the Beneficiary.

THE PARTIES AGREE AS FOLLOWS:

1 WARRANTIES

- 1.1 The Sub-Consultant undertakes, represents and warrants to the Beneficiary that it has exercised and shall continue to exercise in carrying out the Sub-Consultant Services (as defined in the Sub-Consultant Appointment) all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant providing such Sub-Consultant Services, and who is experienced in carrying out such Sub-Consultant Services for works of a similar size, scope and complexity as the Project unless any statutory requirements impose a higher standard in which case that higher standard will apply notwithstanding any provision of this Deed to the contrary.
- 1.2 Without prejudice to clause 1.1, the Sub-Consultant undertakes, represents and warrants to the Beneficiary that:
 - (a) it has duly performed, and will hereafter duly perform, its obligations under and pursuant to the terms of the Sub-Consultant Appointment; and
 - (b) it owes to the Beneficiary a duty of care in the performance of all the obligations and duties which the Sub-Consultant has agreed to carry out under the Sub-Consultant Appointment.

2 MATERIALS NOT TO BE USED

The Sub-Consultant undertakes, represents and warrants to the Beneficiary that it has and shall exercise the standard of reasonable skill and care required under clause 1.1 not to specify for use anything in the Project, which is Deleterious (as defined in the Appointment) at the time of specification or use.

3 INTELLECTUAL PROPERTY

- 3.1 The Sub-Consultant owns all intellectual property rights (including copyright) relating to the Material (as defined in the Appointment, mutatis mutandis) it produces.
- 3.2 The Sub-Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Sub-Consultant for any purpose relating to the Project including any of the Permitted Uses (as defined in the Appointment).
- 3.3 The licence in clause 3.2 allows the Beneficiary to use the Material in connection with any extension of the Project.
- 3.4 The licence in clause 3.2 carries the right to grant sub-licences and is transferable to third parties without the consent of the Sub-Consultant.
- 3.5 The Sub-Consultant waives any moral right it may have as the author of the Material under Chapter IV (Moral Rights) of Part 1 of the Copyright Designs and Patents Act 1988. Where the Sub-Consultant is not the author, the Sub-Consultant shall use all reasonable endeavours to obtain for the Beneficiary a corresponding waiver from the author.
- 3.6 The Sub-Consultant shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 3.7 The Sub-Consultant warrants that the Material (save to the extent that duly authorised sub-consultants have been used to prepare the same) are the Sub-Consultant's own original work and that in any event their use in connection with the Project will not infringe the rights of any third party. The Sub-Consultant further warrants that where duly authorised sub-consultants are used their work will be original and that the Sub-Consultant will obtain the necessary consents in relation to this clause 3. The Sub-Consultant shall be liable to and indemnify the Beneficiary against any and all costs claims fees damaged loses or expenses which the Beneficiary suffers or incurs:
 - (a) by reason of any infringement of copyright, intellectual property or design rights by the Sub-Consultant, its employees, agents or sub-consultants; and/or
 - (b) in the event that the rights granted by the Sub-Consultant pursuant to clause 3 are at any time determined by a court of law to be invalid, ineffective or impaired in any way.
- 3.8 The Beneficiary may, at any time request a copy or copies of (some or all of) the Material from the Sub-Consultant. On the Beneficiary's payment of the Sub-Consultant's reasonable charges for providing the copy (or copies), the Sub-Consultant shall provide the copy (or copies) to the Beneficiary.

4 INSURANCE

- 4.1 The Sub-Consultant all maintain professional indemnity insurance for an amount of at least £5,000,000 (five million pounds) any one claim but in the aggregate in respect of claims arising from pollution, contamination, asbestos and in respect of claims arising from the fire and combustibility of cladding systems and associated materials and fire safety for the period of its liability under the Sub-Consultant Appointment provided that such insurance is available at commercially reasonable rates and terms. The Sub-Consultant shall maintain that professional indemnity insurance:
 - (a) with reputable insurers lawfully carrying on insurance business in the UK;
 - (b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and
 - (c) on terms that:
 - (a) do not require the Sub-Consultant to discharge any liability before being entitled to recover from the insurers; and
 - (b) would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930.

- 4.2 Any increased or additional premium required by insurers because of the Sub-Consultant's claims record or other acts, omissions, matters or things particular to the Sub-Consultant shall be deemed to be within commercially reasonable rates.
- 4.3 The Sub-Consultant shall immediately inform the Beneficiary if the Sub-Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Sub-Consultant and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Sub-Consultant regarding the Project and the Property, without that insurance.
- 4.4 Whenever the Beneficiary reasonably requests, the Sub-Consultant shall send the Beneficiary evidence that the Sub-Consultant's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Sub-Consultant's insurers or brokers confirming:
- (a) the Sub-Consultant's then current professional indemnity insurance; and
 - (b) that the premiums for that insurance have been paid in full at the date of that letter.

5 ASSIGNMENT

- 5.1 This Deed or any part or any benefit or interest under it may, without the consent of the Sub-Consultant or Consultant, be assigned by the Beneficiary on no more than two occasions. Any assignment to a funder by way of a charge and re-assignment on redemption shall not count towards the permitted assignments under this clause.
- 5.2 The Sub-Consultant cannot assign this Deed or any part or any benefit or interest under it.
- 5.3 The Sub-Consultant will not contend that any assignee is precluded from recovering any loss resulting from any breach of this Deed (whatever the date of such breach) by reason only that that person is an assignee and not the original Beneficiary hereunder or by reason that the original Beneficiary or any intermediate Beneficiary escaped any loss resulting from such breach by reason of the disposal of any interest in the site or that original Beneficiary or any intermediate Beneficiary has not suffered any or as much loss.

6 NOT USED

7 GENERAL

No action or proceedings for any breach of this Deed shall be commenced against the Sub-Consultant after the expiry of 12 years from the date of completion of the Sub-Consultant Services or if there is no Sub-Consultant Appointment at the date of completion of the Sub-Consultant Services, then 12 years from the date of completion or abandonment of the Sub-Consultant Services provided that nothing in this clause or under this Deed excludes or limits any right or remedy which the Beneficiary may have under s38 of the Building Act 1984 or where and to the extent that the Project is in connection with the provision of a dwelling or dwellings, the Defective Premises Act 1972.

8 SEPARATE OBLIGATIONS

- 8.1 This Deed shall have effect notwithstanding any dispute, including as to fees, or the failure (howsoever arising) of any other person to enter into a similar Deed with the Beneficiary and/or the Consultant.
- 8.2 No approval or inspection of the documents prepared by the Sub-Consultant in relation to the Sub-Consultant Services and no approval inspection or testing of any of the Sub-Consultant Services or any attendance at site meetings by or on behalf of the Beneficiary or any other party shall wholly or partly relieve the Sub-Consultant from its obligations under this Deed.

9 NOTICE

Any notice to be given under this Deed shall be sufficiently served if sent by hand or by first class post to the registered office or if there is none the last known address of the party to be

served. Any notice sent by hand shall be deemed to be served on the date of delivery. Any notice sent by first class post shall be deemed to be received two Business Days after the day it was posted.

10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Beneficiary and the Sub-Consultant do not intend to confer, and nothing in this Deed shall be construed as conferring, on a third party a benefit or a right to enforce a term of this Deed.

11 GOVERNING LAW and JURISDICTION

This Deed is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

12 INTERPRETATION

12.1 In this Deed:

- (a) Reference to "Beneficiary" and "Sub-Consultant" includes their successors in title and assigns.
- (b) Headings are for reference only and are not to be used for the interpretation of this Deed.
- (c) Nothing shall give rise to any liability by the Beneficiary to the Sub-Consultant.
- (d) Reference to a "person" includes any company, individual, firm, corporation, board, partnership, authority or other body.
- (e) If the Sub-Consultant is at any time more than one person any reference to the Sub-Consultant shall include each such person (and where the Sub-Consultant is a partnership each and all its partners) and any covenants and other obligations expressed or implied shall be deemed to be joint and several covenants and obligations of each such person (and in the case of a partnership joint and several covenants and obligations of each and all its partners).
- (f) Words importing one gender shall include any other gender and words importing the singular shall include the plural and vice versa.

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

EXECUTED (but not delivered until)
the date hereof) **AS A DEED**)
on behalf of **COUCH PERRY & WILKES LLP** by)

Signed by:
Member signature: *Dr. Stephen Ball*
60A7451A04CD494...

Name: Dr. Stephen Ball

Signed by:
Member signature: *Hazel Andrews*
D7AEDB786F3A4FA...

Name: Hazel Andrews