

Dated 21st December 2023

**(1) OADBY, WIGSTON AND LEICESTERSHIRE SCHOOLS
ACADEMY TRUST**

- and -

(2) LEICESTERSHIRE COUNTY COUNCIL

LEASE

Property:

**Oakfield Short Stay School, Belle Vue
Road, Earl Shilton LE9 7PA**

Term:

**3 years from the Term Commencement
Date**

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1. Date of lease: 21st December 2023

LR2. Title number(s): **LR2.1 Landlord's title number(s):**
to be allocated

LR2.2 Other title number(s)
None

LR3. Parties to this lease:

Landlord: OADBY, WIGSTON AND LEICESTERSHIRE SCHOOLS ACADEMY TRUST whose registered office is at New Lubbesthorpe Primary School Tay Road, Lubbesthorpe, Leicester, England, LE19 4BF

(Company Registration Number: 08537140)

Tenant: LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicester, LE3 8RA

LR4. Property: Please see the definition of "Property" in clause 1.1

(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

LR5. Prescribed statements etc: **LR5.1** LR5.1 Statements prescribed under rules 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993)

See Clause 10

LR6. Term for which the Property is leased: The term is as follows: 3 years from and including 1st January 2024
(referred to in the remainder of this lease as the "Term")

LR7. Premium: None

LR8. Prohibitions or restrictions on disposing of this lease: This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc:

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease:

None

LR9.3 Landlord's contractual rights to acquire this lease:

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property: None

LR11. Easements:

LR11.1 Easements granted by this lease for the benefit of the Property:

The easement(s) set out in 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 rent charge
burdening the
Property:

None

LR13. Application for
standard form of
restriction:

None

LR14. Declaration of trust
where there is more
than one person
comprising the
Tenant:

Not applicable

THIS UNDERLEASE is dated 21st December 2023

BETWEEN:

- (1) **OADBY, WIGSTON AND LEICESTERSHIRE SCHOOLS ACADEMY TRUST** (Company No 08537140) whose registered office is at New Lubbesthorpe Primary School Tay Road, Lubbesthorpe, Leicester, England, LE19 4BF
(Company Registration Number: 08537140) (the Landlord")
- (2) **LEICESTERSHIRE COUNTY COUNCIL** of at County Hall, Glenfield, Leicester, LE3 8RA ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

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

"Academy"	means Newlands Community Primary School sited upon the Landlord's Property or any successor school;
"Academy Lease"	means the lease entered into between (1) the Tenant; and (2) the Landlord dated 21st December 2023;
"Amenities"	drainage water gas electricity telephone and any other services or amenities of like nature;
"Annual Fee"	The annual fee of £12,000
"Authorised Use"	The use permitted by clause 3.9 of 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;
"Environment Acts"	the Environmental Protection Act 1990 the Environment Act 1995 the Water Resources Act 1991 the Water Industry Act 1991 the Wildlife and Countryside Act 1981 or any other laws relating to the protection of the environment, birds, animals or plants and the preservation of protected species or any licence and laws and any other Law or Laws of a similar nature in force at any time during the Term;
"Fixtures and"	all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air

Fittings"	conditioning lighting plumbing sanitary and sprinkler systems hardware and cabling of computer systems and any other apparatus from time to time in or upon the Property;
"Insured/Covered Risks"	fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Landlord insures against from time to time or are covered by the Risk Protection Arrangement of which the Landlord is a member, 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 Landlord is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Landlord considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Landlord 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 3 per cent per annum above National Westminster Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;
"Landlord's Property"	means the Landlord's Property described in Schedule 4 of this Lease;
"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;

"Operator"	means a third party operator chosen by the Tenant and approved by the Landlord (such approval not to be unreasonably withheld or delayed);
"Outgoings"	all present and future rates taxes levies and costs duties charges assessments and other impositions and outgoings whatsoever (whether parliamentary local or of any other description including energy consumption capital or non-recurring costs and including any novel expenses) payable in respect of the Property its use and occupation;
"Plan"	means the plan annexed to this Lease;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Royal Institution of Chartered Surveyors;
"Property"	the property described in Part 1 Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- (a) temporarily making the Property safe and protecting any adjoining structures; (b) debris removal demolition and site clearance; (c) obtaining planning and any other requisite consents or approvals; (d) complying with the requirements of any Law; (e) architects' surveyors' and other fees incurred by the Landlord in relation to the reinstatement; (f) all construction costs;

	any VAT chargeable on any of the reinstatement costs (save where the Landlord is able to recover such VAT as an input in relation to supplies made by the Landlord);
"Rent"	a peppercorn;
"Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1;
"Risk Protection Arrangement"	arrangements to cover certain risks as operated by the Department for Education;
"Services"	means the services provided by the Landlord to the Tenant in respect of the Property and detailed at clause 4.3;
"Term"	3 years from and including the Term Commencement Date:
"Term Commencement Date"	1 st January 2024;
"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 knowingly 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 or to the Tenant 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 in writing by the Landlord to exercise it;
- 1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised in writing 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 with full title guarantee 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;

2.1.3 the Annual Fee in full, in advance on 1 March in each year.

2.2 The Property is demised:

- 2.2.1 together with the rights specified in Schedule 2;
- 2.2.2 excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and
- 2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4 insofar as the same are still subsisting and capable of being enforced and relate to or affect the Property.

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 So far as they are not included in the Annual Fee, promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property its use and occupation (including energy consumption) or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term provided always that if any Outgoings are payable in respect of any adjoining, neighbouring or other property of the Landlord as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;

3.2.2 So far as they are not included in the Annual Fee, to pay for all Amenities exclusively used by or available to the Property (including all standing charges) (or a fair and proper proportion of such sums as the Landlord acting reasonably deems appropriate where the total charges relate to both the Property and any adjoining, neighbouring or other property of the Landlord);

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

3.3 Repair and Upkeep

3.3.1 At all times during the Term to keep the Property clean and tidy.

3.3.2 To notify the Landlord in writing as soon as reasonably practicable if any structural damage occurs to the Property;

3.3.3 To make good as soon as reasonably practicable (and to the Landlord's reasonable satisfaction) any damage it causes to the Property 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 (unless and to the extent that the policy of insurance

or the Risk Protection Arrangement has been vitiated or any insurance or Risk Protection Arrangement proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or person deriving title under the Tenant, workers, contractors or agents of the Tenant or of any undertenant or person deriving title under the Tenant, or any person at the Property or the Landlord's Property with the actual or implied authority of the Tenant or any undertenant or person deriving title under the Tenant) and the Tenant has provided such information and/or access as is necessary to the Landlord to enable the Landlord or a third party nominated by the Landlord to pursue an insurance claim in accordance with its obligations under the Academy Lease and this Lease and to enable the Landlord to reinstate such damage or if the reinstatement of any damage shall be impossible or impracticable.

3.4 Access of Landlord

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

- (a) in the final 3 years of the Term in order to take inventories of Fixtures and Fittings to be yielded up at the end of the Term;
- (b) at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property;
- (c) 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;
- (d) (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;
- (e) at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- (f) 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) including those obligations under clause 4 and clause 5;
- (g) 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);

3.4.2 PROVIDED always that:

- (a) 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;
- (b) the exercise of the above rights by the Landlord shall not be in such a manner as to materially restrict or interrupt the operation of the activities undertaken by the Tenant at the Property within the Authorised Use;
- (c) the Landlord shall cause as little damage as reasonably practicable and shall make good any damage to the Property as soon as reasonably practicable to the Tenant's reasonable satisfaction; and
- (d) the exercise of the above rights by the Landlord 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, the health and safety of those lawfully using the Property and in accordance with the Tenant's safeguarding obligations and policy.

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, non-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;

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

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

- 3.5.5 After commencing any works of alteration, erection, 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 legal 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 obtain the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to the affixing or display on the boundaries of the Property or the Landlord's Property or on the outside of the buildings on the Landlord's 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) are necessary for the Authorised Use of the Property save that the content and positioning of such signage shall be agreed between the parties;
- 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 and without prejudice to this general obligation, not to commit any breach of the Wildlife and Countryside Act 1981 or any other laws relating to the protection of the environment, birds, animals or plants or the preservation of protected species or licences and laws;
- 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 to which

the CDM Regulations apply, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

- 3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 4(8) of the CDM Regulations;
- 3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.8 Yield Up

- 3.8.1 On the Termination Date quietly to yield up the Property to the Landlord with vacant possession 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 save where otherwise agreed with the Landlord.
- 3.8.2 Where any building or other structure is erected during the Term and is to remain on the Property after the Termination Date then the Tenant shall not be in breach of clause 3.8.1 where the continued presence of such buildings or structures is agreed in advance of the Termination Date with the Landlord.

3.9 Use

- 3.9.1 The Tenant shall not use the Property for any purpose other than a Short Stay School and for such other purposes as may be approved from time to time by the Landlord;
- 3.9.2 Not to use the Property for any illegal or immoral purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, or any other owner or occupier of neighbouring property PROVIDED that use as a Short Stay School shall not be in breach of this clause;
- 3.9.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property;
- 3.9.4 The Tenant shall be responsible for obtaining all necessary statutory consents relating to the Tenant's occupation and use of the Property, to include Ofsted;
- 3.9.5 The Tenant shall ensure that the Landlord and the Headteacher of the Academy are notified of all key holders to the Property.

3.9.6 The Tenant shall comply with all reasonable requests from the Landlord and the Headteacher of the Academy to ensure that the grounds and building of the Landlord's Property are kept secure at all times.

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 and not to make any such application without the prior written approval of the Landlord, such approval not to be unreasonably withheld or delayed;

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 but not to carry out of any development (within the meaning of the Planning Acts) on the Property;

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

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

3.11 Notices

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

3.12 Dealings

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

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

3.12.3 Subject to sub-clauses 3.12.4 and 3.12.5 not to assign or transfer any part or parts or the whole of the Property;

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a statutory successor;

3.12.5 The Tenant is permitted to assign or transfer the whole of the Property to such assignee or transferee as the Tenant determines provided that the

Tenant obtains the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed);

3.12.6 Not to underlet the whole of the Property to an Operator without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and in any event not to underlet the whole or any part or parts for a period which extends beyond three days prior to the end of the Term;

3.12.7 In relation to any underlease:

- (a) Prior to completion of the underlease the Tenant shall serve an appropriate notice and secure a declaration or statutory declaration from the undertenant so as to authorise the exclusion of sections 24 to 28 of the Landlord and Tenant Act 1954 in respect of such underlease and to produce evidence of this to the Landlord;
- (b) The underlease must not permit any further assignment or underletting of whole or part; and
- (c) the underlease must include obligations and conditions which correspond with the obligations of the Tenant and the conditions in this Lease;

3.12.8 Not to charge the whole or any part or parts of the Property.

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 notice of it to the Landlord as soon as reasonably practicable after becoming aware of it.

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 clause 3.7.1 the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;

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

3.15 Costs

3.15.1 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:

- (a) 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 3 months after the Termination Date;
- (b) 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);
- (c) in or in reasonable and proper contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.16 VAT

3.16.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.16.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.17 Interest on Arrears

3.18 If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within 28 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 then 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.

3.19 Landlord's Property

- 3.20 To observe and perform the matters contained or referred to in the documents listed in Schedule 4 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 arising as a result of any breach by the Tenant of such matters;

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

- 4.2 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 under or in trust for the Landlord or from or by any persons with a superior title to the Property.

4.3 Services

- 4.3.1 To open and lock up the Property at the beginning and end of each day;
- 4.3.2 To provide a site manager service;
- 4.3.3 To provide lighting, heating, hot and cold water to the Property;
- 4.3.4 To provide a cleaning service to and refuse collection from the Property;
- 4.3.5 Subject to clause 3.3 and as often as reasonably required to carry out all maintenance and decoration to the Property

5. Insurance and Risk Protection Arrangement

5.1 The Landlord covenants with the Tenant:-

- 5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured/Covered Risks in the sum the Landlord 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 to pay the premiums for insurance or due under the Risk Protection Arrangement promptly as they become due and maintain in force the policies of insurance on the Property or the Risk Protection Arrangement;
- 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 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 Landlord provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 5 within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease

and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement shall belong to the Landlord absolutely;

5.1.4 to produce to the Tenant a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

5.1.5 not knowingly to do anything whereby any policy of insurance or the Risk Protection Arrangement (as applicable) relating to the Property may become void or voidable;

5.2 The Tenant covenants with the Landlord:

5.2.1 not knowingly to do anything whereby any policy of insurance or the Risk Protection Arrangement (as applicable) relating to the Property may become void or voidable;

5.2.2 to comply at all times with any requirements or recommendations of the Landlord's insurer that relate to the Property;

5.2.3 to give the Landlord notice as soon as reasonably practicable of any matter that occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or continue insuring the Property;

5.2.4 to give the Landlord notice as soon as reasonably practicable where any damage or loss occurs in relation to the Property as a result of an Insured/Covered Risk and to provide such information and assistance as is reasonably required to enable the Landlord to pursue an insurance claim or claim under the Risk Protection Arrangement in accordance with this clause 5;

5.2.5 to insure against liability in respect of property owners' and third-party risks.

6. Provisos

6.1 Re-Entry

6.2 Where there occurs a breach by the Tenant of any of its obligations under 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 ceases to exist (and/or, if a company, is dissolved or struck off or removed from the Register of Companies) 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.

6.3 Landlord's Rights on Forfeiture

- 6.4 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.

6.5 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:-

- (a) 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;
- (b) any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;
- (c) 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;
- (d) 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.

6.6 Exclusion of Section 62 Law of Property Act

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.

6.7 Governance

6.7.1 This Lease is governed by English law;

6.7.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England;

6.8 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.8.1 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.

6.8.2 The Tenant confirms that:

- (a) the Landlord served on the Tenant a notice (the "Notice") applicable to the tenancy created by this Lease on *13th December 2023* 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 *21st December 2023* in accordance with the requirements of section 38A(3)(b) of the 1954 Act;
- (c) before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.9 Termination

6.9.1 This Lease may be terminated before the expiry of the Term on the expiration of 3 months' notice served on the Landlord by the Tenant at any time.

6.9.2 PROVIDED always that either party shall be permitted to serve notice to terminate the Lease immediately in the circumstances where the Tenant has ceased to use the Property for the Authorised Use for a period of 3 months prior to the service of the notice.

6.9.3 Notwithstanding the provisions of clause 6.11.1 or clause 6.11.2 upon the closure of the Academy or the relocation of the Academy to another site either the Landlord or the Tenant shall be entitled to terminate this Lease upon giving the other party not less than three months written notice of the termination of the Lease

7. Tenant's Powers

7.1 The Tenant 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 Tenant 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. Charities Act Statement

The Property demised by this Lease is held by the Landlord, an exempt charity.

EXECUTED AS A DEED by the parties; and delivered on the date which first appears in this Lease.

EXECUTED (but not delivered until the date hereof) AS A DEED by OADBY, WIGSTON AND LEICESTERSHIRE SCHOOLS ACADEMY TRUST acting by a Director in the presence of:-

.....

Director

Witness Signature:

Witness Full Name (BLOCK CAPITALS):

Witness Address:

Witness Occupation:

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of
LEICESTERSHIRE COUNTY COUNCIL
in the presence of:-



L41036

[Signature]
.....

Authorised Signatory

PATRICK TAAFFE
.....

Name

Assistant Head of L20 (Litigation + Commercial)
.....

Position

SCHEDULE 1

PART 1

1. The premises comprising the rooms situated on the ground floor of the Academy and shown shaded pink on the Plan:

1.1 Including:

- (a) the whole of any non-structural walls and columns wholly within those premises;
- (b) one-half severed vertically of any interior non-structural walls and columns separating those premises from the Retained Land;
- (c) the interior plaster and other interior surface finishes on the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Land; and
 - (iii) structural walls and columns within or bounding those premises;
- (d) the interior plaster and other interior surface finishes on the ceilings within those premises;
- (e) the floor screed and other interior surface finishes on the floors within those premises;
- (f) the doors, door frames and fittings within all the walls within and bounding those premises;
- (g) the windows, window frames and fittings within all the walls within and bounding those premises (except the exterior walls);
- (h) all landlord's fixtures and fittings within those premises; and
- (i) all additions and improvements to those premises.

1.2 Excluding:

- (a) subject to paragraph 1.1(c), paragraph 1.1(f) and paragraph 1.1(g) of this Schedule, the whole of the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Land; and
 - (iii) structural walls and columns within or bounding those premises;
- (b) the windows, window frames and fittings within the exterior walls bounding those premises;
- (c) subject to paragraph 1.1(d) and paragraph 1.1(e) of this Schedule, the floors and ceilings within those premises;

- (d) all Service Media and any other media, plant, machinery and equipment within those premises; and
- (e) all structural parts of the building on the Landlord's Property.

Part 2 – The Retained Land

The land shown edged red on the Plan excluding 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 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 reasonable 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.

4. Car Parking

The right at all times in common with the Landlord and all others from time to time so entitled and in connection with the Authorised Use for the Tenant the Tenant's employees agents licences visitors and service users to use up to six parking spaces to park up to 6 vehicles on a first come first served basis **PROVIDED ALWAYS** that the Landlord or headteacher may from time to time relocate specific parking spaces for the Tenant's use.

5. Access

The right at all times in common with the Landlord and all others from time to time so entitled and in connection with the Authorised Use for the Tenant the Tenant's employees agents licences visitors and service users to pass and repass with or without vehicles over

and along the accessway between the highway known as Belle Vue Road and the Property on foot only for the purpose of obtaining access to and egress from the Property.

6. Access

The right for the Tenant to access the Property during the hours of 7am to 6pm during school term time and school holidays (except Christmas). Any access required outside of those times and days shall be by prior arrangement with the Academy's business manager.

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 (without prejudice to the Landlord's other rights of access to the Property referred to in this Lease) 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 Authorised Use 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 (without prejudice to the Landlord's other rights of access to the Property referred to in this Lease) 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;
- 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 Short Stay 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.

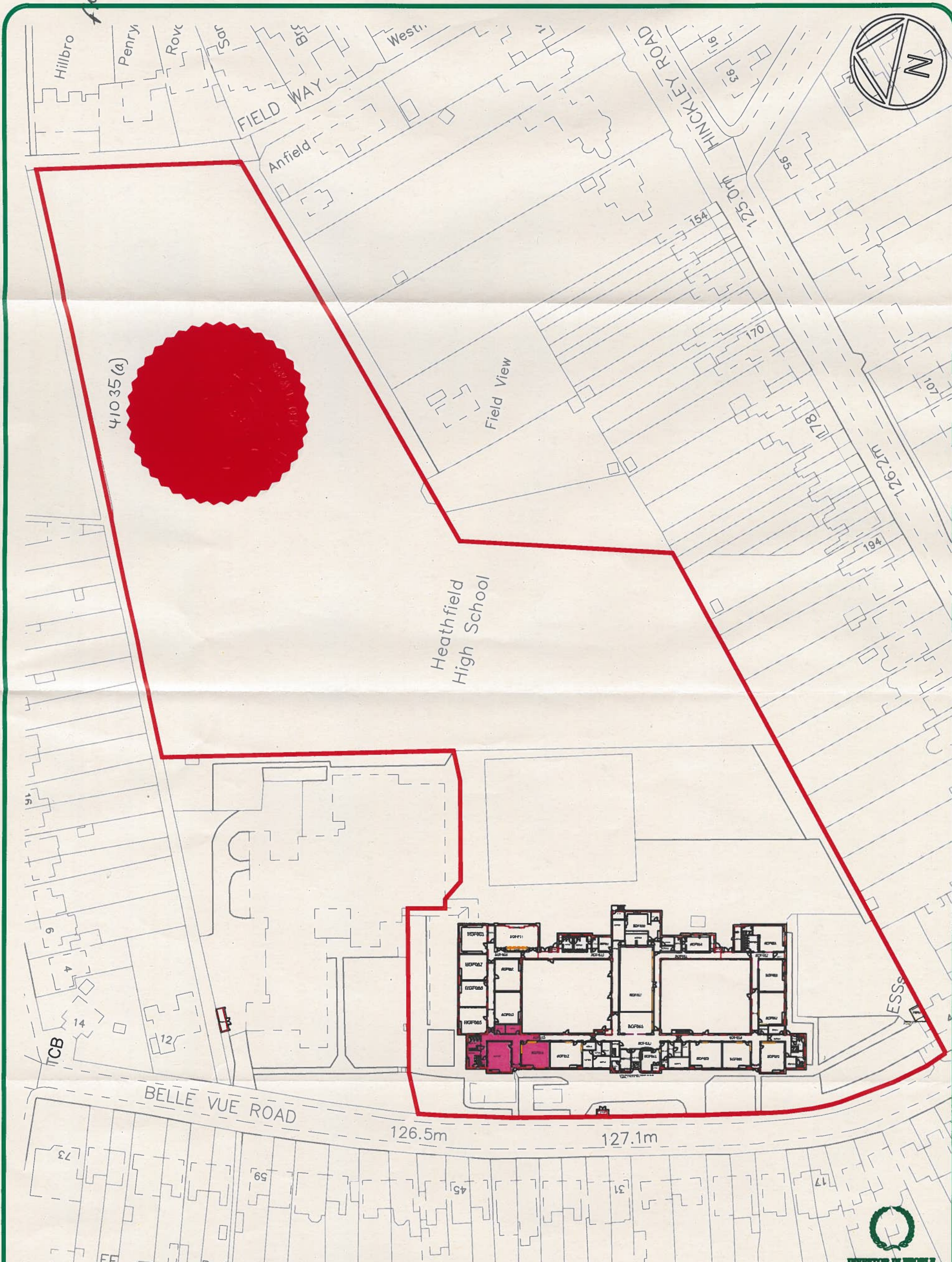
3. Support

A right of support and protection to the Retained Land from the Property.

SCHEDULE 4

Landlord's Property

All that land known as **Newlands Community Primary School, Belle Vue Road, Earl Shilton, Leicester, Leicestershire, LE9 7PA** being all of the land and buildings demised by the Academy Lease.



**Leicestershire
County Council**

CLIENT	CHILDREN & FAMILY SERVICES
PROJECT	NEWLANDS COMMUNITY PRIMARY SCHOOL EARL SHILTON ASSET MANAGEMENT PLANS KEY PLAN

scale	drawn	checked	
1:1000	Max White	---	A3
job no.	date	drawing no.	rev.
T00631	13 Dec 2023	UPRN - 43	0
COUNTY HALL • GLENFIELD • LEICESTER • LE3 8RE property@leics.gov.uk • Tel (0116) 3055000 • Fax ---			