

Annex 2 to Schedule 7

Owner Constructs Agreement for Lease Core Terms

- **Landlord Obligations**
 - Design and construct premises
 - Procure Requisite Consents in relation to design
 - Consult in accordance with the Consultation Protocol
 - Permit access to site for verification of certificates
 - Provide collateral warranties from designers and building contractors
 - Grant Lease on Completion of School Premises
- **Tenant Obligations**
 - Expeditiously verify certificates
 - Enter into Lease on Completion
- **Landlord's default rights**
 - Rescission of Agreement for Lease
- **Trigger for grant of Lease**
 - Completion of Premises
- **Premium for grant of Lease**
 - Nil
- **Other**

- Dispute resolution
- SDLT and VAT - to be borne by the Eastern Quarry Owner if anything other than nil and are irrecoverable by the County Council (by way of set off or otherwise) or not capable of being covered by any allowance or waiver from which the County Council benefits

Annex 3 (not used)

Annex 4 to Schedule 7

School Lease Core Terms

Unless otherwise stated the terms defined in this set of lease terms have the same meanings as in the Section 106 Agreement

Bespoke definitions

Conduits	all pipes, wires, drains, cables, ducts and mains and other conducting media of any kind;
Premises	the land and buildings to be known as [] [Primary/Secondary] School being further described in Schedule 1 [to the lease/lease terms] and where the context so admits includes each and every part of them and all additions and improvements to them;
Section 106 Agreement	the agreement entered into by the Parties dated [] pursuant to the outline planning application reference []

1 PARTIES:

1.1 Landlord: or its successors in title and assigns

1.2 Tenant:

(a) the County Council or School Provider (see below for terms associated with assignments and successors in title)

2 TERM:

2.1 999 years from a date to be determined

3 RENT:

3.1 Peppercorn

4 SERVICE CHARGE:

4.1 if the Tenant seeks Landlord's approval for either a change of the Permitted Purpose (other than alienation permitted under this Lease) then the Landlord shall, as part of any approval given, be entitled to set the ongoing service charge for that change of use

5 TENANT'S COVENANTS:

5.1 Rent:

(a) To pay rents, rates and outgoings together with any service charge that may become payable under the provisions of clause 4 (above)

5.2 User:

(a) Subject to Clauses 5.2(b) and 5.2(c), the primary use of the Premises shall be as a school for the education of children between the ages of 3 and 19 the primary source of income for which is the public sector ("**the Permitted Purposes**")

(b) Subject to 5.2 (c), the restriction in 5.2 shall not prevent use of the following parts of the Premises for the following purposes provided that these uses shall not be inconsistent with the primary use of the Premises as a school:

(i) up to 120 square metres of floorspace for Multi Agency Space or associated with the Permitted Purpose;

(ii) up to 400 square metres nursery care or provision;

(iii) sports and recreation facilities areas and playing fields at the Premises for sports and recreation use by members of the public;

(iv) teaching accommodation during evenings during term-time and during school holiday periods for adult education purposes; and

(v) such other education and community purposes that benefit the community or the School including the sharing of school facilities;

- (vi) uses or activities for fund raising for the school
- (c) The restriction in 5.2(b) shall not prevent use of the parts of the Premises for other uses or activities (including commercial use or activities) ancillary to the Permitted Purpose provided that any such ancillary uses must be consistent in character, nature, type and scale with those being undertaken in other schools within the local authority boundaries of Dartford and Gravesham

5.3 Maintenance Repairs & Decoration:

- (a) To keep the exterior of any building on the Premises in good repair and decorative order to the Landlord's satisfaction acting reasonably and to a standard comparable to the standards and quality and finish no less good than that of neighbouring buildings and spaces within Eastern Quarry and to ensure that standards remain consistent with or better than the overall quality of the Development

5.4 Alterations and additions:

- (a) Tenant to be entitled to make alterations and additions subject to:
 - (i) permanent additional buildings only to be permitted with Landlord's consent acting reasonably (and approval of design)
 - (ii) major external alterations permitted only with Landlord's consent acting reasonably
 - (iii) all permanent alterations are consistent with the Site Wide Design & Access Strategy (as amended/updated and approved from time to time) and any subordinate design code submitted to and approved from time to time under the New Planning Permission
 - (iv) the parties will from time to time agree classes of works where the Tenant will consult the Landlord before carrying out such works

5.5 Insurance:

- (a) To procure both buildings insurance and public liability insurance at its own cost

5.6 Alienation:

- (a) Not to sublet the whole or a major part (to be defined by reference to the size of the School) without the consent of the Landlord (not to be unreasonably withheld)
- (b) Not to assign the whole without the consent of the Landlord (not to be unreasonably withheld)
- (c) Not to assign part

5.7 Tenant to observe covenants and encumbrances:

- (a) To observe and perform the agreements, covenants and other matters contained or referred to in the documents (if any) specified in title numbers [insert reference to the 6 EQ title numbers] insofar as the same relate to the Premises and are still subsisting and capable of taking effect and to keep the Landlord indemnified against all actions, proceedings, costs, claims, demands, expenses and liability in any way relating to them.
- (b) To comply with all registered local land charges to which the Premises are subject and all notices, orders, resolutions, restrictions, agreements, directions and proposals made by any local or competent authority which are in the public domain and affect the Premises.

Informative: the location of the site will be chosen having regard to title restrictions, and there should be none that would affect the operation of the school

5.8 Landlord's right to inspect:

- (a) To permit the Landlord to enter the Premises at all reasonable times outside school hours upon reasonable prior written notice for inspecting the Premises to establish whether the Tenant has been performing its covenants under the terms of the Lease;
- (b) To permit the Landlord to enter the Premises at reasonable times upon reasonable prior written notice (save in emergencies in which case notice might not be practicable) to execute repairs or alterations (so far as they cannot conveniently be done outside the Premises) to any adjoining property belonging to the Landlord provided that the Landlord shall use reasonable endeavours to execute such repairs outside school hours and shall carry out such repairs diligently and without damage to the Tenant's property

and if any damage is caused to the Tenants property the Landlord shall restore the property to its former condition immediately and to the Tenants satisfaction

6 LANDLORD'S COVENANTS:

6.1 Peaceful enjoyment:

- (a) The Landlord covenants that the Tenant may peaceably and quietly hold and enjoy the Premises without any interruption from the Landlord or any person lawfully claiming through, under or in trust for the Landlord

6.2 Maintenance of Services:

- (a) The Landlord covenants to maintain to no less standard than neighbouring and equivalent roads and infrastructure serving the Landlord's retained land access roads, drainage etc. (where not adopted) within the Landlord's retained land over which rights of use in favour of the Premises are granted under this Lease

7 SURRENDER/FORFEITURE:

7.1 The lease can be surrendered/forfeited if:

- (a) at any time during the Term failure for a full school year plus one day to use the Premises for the Permitted Purpose but not if such non-use is due to causes (other than pupil numbers) beyond the Tenant's reasonable control;
- (b) at any time during the Term the Premises are declared to be no longer required by the Education Service Provider for the Permitted Purpose or the Premises are permanently closed; or
- (c) there is a material and continuing breach of the obligation to maintain; or
- (d) there is a material and continuing breach of the obligation not to use the Premises for a use other than the Permitted Purposes

Provided that if and only to the extent that the breach is capable of remedy the Landlord is required to give notice of any intended forfeiture, giving Tenant [x] days to remedy any alleged breach

8 RIGHTS GRANTED/RESERVED:

- 8.1 Access to and from the Premises by foot, bicycle and vehicle over estate roads (reciprocal rights for Landlord and Tenant)
- 8.2 Access to adjoining land in order maintain and repair premises, but not within buildings (reciprocal rights for Landlord and Tenant)
- 8.3 Access to adjoining land to facilitate construction works at premises, but not within buildings (reciprocal rights for Landlord and Tenant)
- 8.4 Rights of way for services to be laid and maintained, and rights to the use of such conduits as may be laid (at date of lease and in the future) but not within buildings (benefit of both Landlord and Tenant)
- 8.5 Support, shelter and protection for adjoining land (benefit of both Landlord and Tenant)
- 8.6 Not to do anything that interferes with the Landlord's retained land or services [excluding anything pursuant to the Permitted Purpose or rights granted under this Lease] (benefit of both Landlord and Tenant)
- 8.7 Right with Tenant's agreement (not to be unreasonably withheld provided that Tenant's use of the Premises will not be materially affected by the Landlord's proposals) to divert/connect to School services and lay services through parts of Premises not built upon (benefit of Landlord) provided that the Landlord shall carry out such works in such a way as to cause as little inconvenience and disruption as possible using reasonable endeavours to execute such works outside school hours and making good any and all damage to the Tenant's satisfaction acting reasonably
- 8.8 Other appropriate rights

9 OTHER APPROPRIATE TERMS:

- 9.1 Bind successors in title
- 9.2 Compliance with all statutory requirements/obligations etc.

- 9.3 No person other than a contracting party hereto may enforce any provision of this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999;
- 9.4 The Landlord will pay all SDLT (if any)
- 9.5 The Landlord does not warrant that the Premises may lawfully be used for any purpose authorised by this Lease;
- 9.6 The Tenant shall not be entitled on quitting the Premises to any compensation under s 37 Landlord and Tenant Act 1954;

10 GENERAL BOILER PLATING BESPOKE TO THE LEASE:

- 10.1 Unless otherwise provided in this Lease any consent or approval required from the Landlord must be obtained before the act or event to which it applies is carried out or done and shall be effective only if the consent or approval is given in writing;
- 10.2 Any right to enter the School Premises conferred upon the Landlord by this Lease shall be exercisable also by the Landlord's employees, agents and workpeople and any others authorised by it (provided that the Tenant shall be permitted to refuse entry onto the Premises where necessary to discharge its statutory duty of child protection).