

MUNICIPAL YEAR 2014/2015 REPORT NO.

**ACTION TO BE TAKEN UNDER  
DELGATED AUTHORITY:**

**OPERATIONAL DECISION OF:**  
Director of Finance,  
Resources and Customer  
services

Agenda – Part: 1

Item:

**Subject: Supply, Delivery and Installation  
Office Furniture Supplies – Mini  
Competition using the Government  
Procurement Service (GPS) Acceptance  
Report**

Contact officer and telephone number:

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**1. EXECUTIVE SUMMARY**

- 1.1 The London Borough of Enfield's current contract to supply office furniture was procured by a mini tender process via the OGC's Buying Solutions for a period of three years, commencing 25 November 2010.
- 1.2 In addition, the London Borough of Waltham Forest has no contract in place for the supply of office furniture however procures on an ad-hoc basis from Unique Office Solutions Ltd via the LCSG framework agreement. So it was agreed that the mini competition would cover both Councils to produce the best price.
- 1.3 Following a GPS mini competition process, this report seeks agreement to accept the tender bid from Triumph for a period of four years. Please see Part Two for costs.

**2. RECOMMENDATIONS**

- 2.1 It is recommended that the Triumph bid is accepted. Please see Part Two for costs.
- 2.2 That Legal draft and execute a new contract with Triumph retrospectively backdated, with a commencement date of 25th November 2013.

**3. BACKGROUND**

The office furniture contract for Enfield was awarded to Triumph after a mini tender process in 2010 for three years.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

It is a condition of Council Contract Procedure Rules that the contract has to be re-tendered.

The alternative is:

Not to provide office furniture. With the Leaner and New Ways of Working programmes in place, it is essential that furniture is available to create the modern working environment, so this option has been rejected.

#### **5. REASONS FOR RECOMMENDATIONS**

To continue to improve the current level and standard of service provision to clients and reduce costs, working collaboratively with Waltham Forest.

#### **6. COMMENTS OF THE DIRECTOR OF FINANCE AND CORPORATE RESOURCES AND OTHER DEPARTMENTS**

##### **6.1 Financial Implications**

The new contract can be contained within existing budgets. Further financial implications are contained within the part 2 report.

##### **6.2 Legal Implications**

- 6.2.1** When procuring from (calling off) the GPS agreement, the Council must adhere to the protocol set out under the existing Framework Agreement. Any mini competition exercise/evaluation must be robust and transparent to ensure fair competition and value for money.
- 6.2.2** The Council must adhere to the duty of Best Value and must consider this duty in the manner in which the works are provided in accordance with the Local Government Act 1999.
- 6.2.3** The terms of the resultant contract must be in accordance with the framework terms and must be reviewed and approved by the Assistant Director of Legal Services.

##### **6.3 Property Implications**

Furniture must be available for Property to fully support the Leaner and New Ways of Working programmes, providing the correct working environment.

**7. KEY RISKS**

No significant risks have been identified.

**8. IMPACT ON COUNCIL PRIORITIES**

8.1 Fairness for All

None.

8.2 Growth and Sustainability

The furniture specification includes performance standards for the life of the items being procured, recycling and guarantees. In addition, the specification includes various British Standards that are relevant.

8.3 Strong Communities

None

**9. EQUALITIES IMPACT IMPLICATIONS**

It is not relevant or proportionate to undertake an equality impact assessment/analysis for the approval of the decision for the provision of office furniture. However, an equality impact assessment/analysis may be necessary, together with the completion of a workstation assessment, so that the recommended supplier can help to meet the needs of staff with disabilities, with access to specialist /relevant furniture and/or equipment as needed.

**10. PERFORMANCE MANAGEMENT IMPLICATIONS**

None

**11. HEALTH AND SAFETY IMPLICATIONS**

Employers have a responsibility to provide a safe working environment with regard to structural stability, fire safety, cabling and , increasingly, the science of ergonomics, there are other factors such as council image and regulatory compliance apart, a workforce operating in a comfortable environment is likely to be better motivated and less prone to absenteeism than one that has to ' make do and mend'.

**12. HR IMPLICATIONS**

None

**13. PUBLIC HEALTH IMPLICATIONS**

None

**Background Papers** None

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**MUNICIPAL YEAR 2014/15 REPORT NO.**

**ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**PORTFOLIO DECISION OF**  
Cabinet Member for Education,  
Children's Services and  
Protection.

**REPORT OF:**  
Director of Schools and  
Children's Services.

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<b>Agenda – Part: 1</b>	<b>Item:</b>
<b>Subject:</b> <b>St. John's Church Hall and Garden:</b> <b>Lease of premises for use by St.</b> <b>Matthew's CE Primary School, Edmonton</b> <b>Annex and Meridian Angel Primary</b> <b>School.</b> <b>Ward: Upper Edmonton</b> <b>Key Decision No. 3611</b>	

<b>Cabinet Members consulted:</b> Councillor Ayfer Orhan
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**August 2014**

**1. EXECUTIVE SUMMARY**

- 1.1. This report provides details of the proposed lease of premises at St. John's Church Hall and Parsonage Garden at Dysons Road Edmonton N18 for use as a Partner School known as St. Matthew's CE Primary School, Edmonton Annex.
- 1.2. This report also provides details of the proposed sub-lease to be granted by the Council to the London Community Learning Trust (LCLT) following the Council's negotiations with the Education Funding Agency (EFA) for use by Meridian Angel Primary (Free) School pending construction of the new permanent school on land at Ladysmith Road, N18 which is subject to a separate report (KD: 3982).

**2. RECOMMENDATIONS**

- 2.1. To authorise entering into a lease ("headlease") with the owners of the current premises the London Diocesan Fund (LDF), Incumbent of the Benefice of St. Mary with St. John's Dysons Road, N18 and Parochial Church Council (PCC) for the purpose of St. Matthew's CE Primary School, Edmonton Annex.
- 2.2. To authorise granting of a sub-lease ("under-lease") of the premises to the London Community Learning Trust (LCLT) for the purpose of the new Meridian Angel Primary (Free) School.



### 3. BACKGROUND

- 3.1. A report submitted to Cabinet on 3 November 2010 on the Primary Places Strategy outlined proposals for the Partner School initiative, an innovative strategy with a key objective to provide additional primary places in the areas of greatest demand, whilst keeping costs to a minimum.
- 3.2. In November 2011, the Governing Body of St. Matthew's CE Primary School agreed to admit, at very short notice, an additional 20 Reception age pupils from 1<sup>st</sup> January 2012 onwards. This was made possible by the hire of rooms in part of St. John's Church Hall, Dysons Road, N18 to be known as St. Matthew's Edmonton Annex.
- 3.3. In response to a request from this Authority, on 3<sup>rd</sup> July 2012 the Governing Body unanimously agreed to admit an additional 30 Reception and 30 Year 2 pupils from September 2012 onwards pending provision of appropriate classroom accommodation to be located in St. John's Parsonage Garden. This helped to meet the pressing need for places in the Edmonton N18 area.
- 3.4. A Delegated Authority Report was approved by the Cabinet Member for Children and Young People and Director for Schools and Children's Services in May 2014 to approve tender costs for building works required to facilitate this.
- 3.5. As part of this strategy, accommodation at St. John's CofE Church Hall, Dysons Road, Edmonton, N18 has been hired at a rent of £26,000 p.a. for use by St. Matthew's CE Primary School Edmonton Annex as a Partner School pending the opening of a new primary school as part of the Meridian Water development.
- 3.6. The St. Matthew's Edmonton Annex (Dysons Road) site is very limited and the only area available to construct the 3 additional classrooms required to admit additional Reception age pupils was in part of St. John's Parsonage Garden to the south and east of St. John's church hall.
- 3.7. Detailed negotiations have taken place with the LDF and St. John's PCC regarding the use of St. John's Church Hall and part of the Parsonage Garden for this purpose and would be subject to a formal lease agreement at a peppercorn rent of £1 p.a., Heads of Terms for which have now been formally agreed in principle and are the subject of this report.
- 3.8. Planning permission for three permanent modular classrooms located in part of St. John's Parsonage Garden was granted by Planning Committee on 29 January 2013.





- 3.9. The School has already admitted 120 pupils into a total of 4 classrooms (i.e. two classrooms located in St. John's Church Hall and two classrooms located in part of the Parsonage Garden). Provision of a third classroom in part of the Parsonage Garden will enable an additional 30 additional Reception age pupils to be admitted from September 2014 onwards; details of which will be subject to a separate report (KD 3882).

#### **4. PROPOSALS**

- 4.1 For Enfield Council to enter into a lease ("headlease") with the LDF and St. John's PCC from 12 July 2012 to September 2020 of the premises at St. John's Church Hall and part of the Parsonage Garden, Dysons Road, N18 as a school and ancillary uses as required.
- 4.2. With effect from 1<sup>st</sup> September 2014, the pupils and staff currently occupying St. Matthew's Edmonton Annex will transfer to Meridian Angel Primary (Free) School.
- 4.3. The Council has agreed with the EFA to sub-let the premises subject of the headlease to the London Community Learning Trust (LCLT) who are Trustees of Meridian Angel Primary School. The sub-lease will be for a short period of time, up to 3 years from 1<sup>st</sup> September 2014, during which time the new premises for the Meridian Angel Primary School will be constructed on land at Ladysmith Road, N18.
- 4.4. The Council's obligations under the headlease will be passed on to the LCLT in the underlease.
- 4.5. Once Meridian Angel Primary School move into new accommodation on the Ladysmith Road, N18 site, it is proposed that the accommodation on the Dysons Road site will be used for other educational purposes until the lease expires on 30 September 2020, details of which will be agreed at a later date.

#### **5. ALTERNATIVE OPTIONS CONSIDERED**

- 5.1 The majority of other schools in the Upper Edmonton area are full to capacity, have already been or are being expanded. There is therefore no realistic alternative but to provide additional pupil places on a Partner School basis at St. Matthew's Edmonton Annex now and for Meridian Angel Primary School from 1<sup>st</sup> September 2014 onwards on a temporary basis pending completion of new school buildings on the Ladysmith Road, N18 site. St. Matthew's Edmonton Annex has proved to be popular with local parents.

#### **6. REASONS FOR RECOMMENDATIONS**

- 6.1. The current informal arrangement with the LDF and PCC requires regularisation in order that the Council can, on acquiring the lease of the premises itself, sub-lease the premises for the purposes of the free school, Meridian Angel Primary School.



## 7. COMMENTS OF THE DIRECTOR OF FINANCE, CORPORATE RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

### 7.1. Financial Implications

- 7.1.1. The current rent for use of St John's church hall is £26k per annum. This is currently paid for by St Matthew's school with funding delegated from the Dedicated Schools Grant (DSG). From September 2014, under the proposed sub-lease, the responsibility for paying the rent would transfer to Meridian Angel Primary School/ LCLT, together with the peppercorn rent for the use of the Parsonage Garden.

Once Meridian Angel Primary School move into new accommodation on the Ladysmith Road site, responsibility for the rent would revert to the LA and would need to be met from the DSG as long as the premises continue to be used for educational purposes. If the premises are no longer required there is a break clause in the lease which states that Enfield as the lessee "may terminate the lease at any time giving the Lessor not less than 6 months' notice after the 12th July 2017". It is therefore recommended that future usage is reviewed at this time. An investment of £2.4m has been made to date in the provision of the classrooms at St John's church.

### 7.1.2. VAT Implications

It is proposed that a peppercorn lease is granted to the council for use of part of the Church Hall and Gardens. HMRC accepts that a 'true' peppercorn is non-business for VAT if, in the context of the overall contract, the peppercorn is the only consideration received by the lessor; if not, the lease falls to be exempt from VAT. Whatever the case, there should be no VAT cost to the council from receiving the grant of the peppercorn lease. However, the council currently pays rent of £26k p.a. for use of part of the church hall. This cost includes VAT@20% which is being treated as irrecoverable pending further information about the sub-lease to St Matthews' CE Primary School.

#### Sub lease by LBE to LCLT

The grant of a peppercorn (sub)-lease to London Community Learning Trust (LCLT) could be deemed to be non-business for VAT if is the only consideration received. Care must be taken to ensure that the transfer of the council's obligations under the head-lease cannot be regarded as further consideration towards the sublease. Should this happen, the lease will fall to be exempt from VAT and any attributable expenditure, which is funded from Council resources, will impact on the council's partial exemption limit.

#### Recommendation:

- Further review of the VAT on the £26k rent to determine whether VAT could be recovered.
- Further review of the transfer of obligations so as to ascertain the council's VAT position



- There is potential for zero rating on construction of new buildings which are used for a relevant charitable purpose.

## **7.2. Legal Implications**

7.2.1. The Council, as the Local Education Authority, has a duty to ensure that there are sufficient school places to provide for the needs of its area under the Education Act 1988. Section 111 of the Local Government Act 1972 includes the power to do anything ancillary to, incidental to or conducive to the discharge of any of its statutory functions. The recommendations with in this report are in accordance with these powers.

7.2.2. The form of lease will be approved by the Assistant Director Legal Services.

7.2.3. The proposal has been lodged as a Key Decision through the Council's democratic process (**Reference: KD 3611**). Once approved, the decision to proceed will be subject to the appropriate call-in requirements.

## **7.3. Property Implications**

7.3.1. The proposed project will ensure that sufficient accommodation and playspace is available to enable St. Matthew's Edmonton Annex and then Meridian Angel Primary School, with effect from 1<sup>st</sup> September 2014, to accommodate a total of 150 pupils in 5 year groups to DfE minimum guidelines.

## **8. KEY RISKS**

8.1. The risk is that unless all lease documentation is settled by 31 August 2014, the new Meridian Angel Primary (free) school will not be able to use the current premises at Dysons Road unless the LDF and PCC grants it a licence to occupy. The risk for the Council is that, if the EFA approaches the LDF/PCC directly and obtains a licence to occupy, the Council may lose its considerable investment in refurbishing and constructing the premises.

## **9. IMPACT ON COUNCIL PRIORITIES**

### **9.1. Fairness for All**

9.1.1. This proposal will provide additional places in a part of the Borough where pressure on local schools is greatest. The extra places have and will continue to increase parental choice in this area and will ensure that young children will not have to travel unreasonable distances to and from school.

### **9.2. Growth and Sustainability**

9.2.1. St. Matthew's Edmonton Annex and subsequently Meridian Angel Primary School are part of an overall Council strategy for the provision of primary places in this part of the Borough as well as the overall development of Meridian Water.



- 9.2.2. The aim will be to provide high quality sustainable facilities, designed to enable learning of the 21<sup>st</sup> century and to further improve levels of attainment.

### **9.3. Strong Communities**

- 9.3.1 The improved facilities at St. Matthew's Edmonton Annex and, from 1<sup>st</sup> September 2014 onwards, Meridian Angel Primary School will create additional primary school places and improved provision in an area of considerable social and economic deprivation.

## **10. EQUALITIES IMPACT IMPLICATIONS**

- 10.1 An EQI assessment has been carried out for the strategy of providing additional pupil places. The provision of new access will foster good relationships between all stakeholders. This scheme will allow opportunity for equality of access and eliminate discrimination.

## **11. PERFORMANCE MANAGEMENT IMPLICATIONS**

- 11.1 The provision of additional places at this School will assist the Authority in meeting its statutory duty to ensure the availability of sufficient pupil places in this part of the Borough and to meet projected demand.
- 11.2. The strategy presented in this report is consistent with the national agenda for expanding popular and successful schools and with the principles and criteria set out in Enfield's Primary Capital Programme: Strategy for Change (June 2008).

## **12. PUBLIC HEALTH IMPLICATIONS**

- 12.1. Providing primary school places in the areas where there is demand will encourage parents and carers to walk to school. This will impact on the health and well-being of the public in Enfield. Walking to school will encourage healthy lifestyles and reduce pollution caused by traffic.

## **13. HEALTH AND SAFETY IMPLICATIONS**

- 13.1. There are no specific health and safety implications other than the impact of additional traffic, generated by increased pupil numbers. Working with Highways, traffic mitigation works will be undertaken as necessary in consultation with local residents.

### **Background Papers**

Appendix 1 – Heads of Terms

Appendix 2 – Site Plan of St. John's Church Hall and Parsonage Garden, Dysons Road, N18; Reference:L1132/4.1/11 dated May 2014 revised 16 July 2014





## **FINAL HEADS OF TERMS**

### **FOR A LEASE OF PREMISES COMPRISING PART OF THE PARSONAGE GARDEN AND THE CHURCH HALL OF ST. JOHN DYSON ROAD EDMONTON LONDON, N18**

## **SUBJECT TO CONTRACT**

These terms are subject to the approval of the Incumbent and Parochial Church Council (PCC) of St. John, Dyson Road, Edmonton and the London Diocesan Fund.

#### **1) Lessor**

- a) The London Diocesan Fund and Incumbent of the Benefice of St Mary with St. John and PCC of St. John, Dyson Road, Edmonton.

#### **2) Lessee**

The Mayor and Burgesses of the London Borough of Enfield

#### **3) Premises**

- a) Part of the parsonage garden hatched green on the attached plan (Plan 1),(comprising three classroom buildings and land)
- b) The Church Hall hatched red (comprising two classrooms, and ancillary accommodation) and a play area (cross-hatched red)

#### **4) Alienation**

- a) The Lessee would be prohibited from assigning any part of the premises.
- b) The lessee would be permitted to assign the whole of the premises with the lessor's consent not to be unreasonably withheld or delayed.
- c) The Lessee would be permitted to sub-let the demised premises for educational, community or other D1 uses without the lessor's consent.
- d) The lessee would be permitted to share occupation of the Premises with " Breakfast Clubs", "After School Clubs", associated with the school provided that no landlord and tenant relationship arises.
- e) Sub-letting would be prohibited for any religious purpose other than by other Anglicans or for political rallies or debates. Use for Councillor's surgeries would be permitted.

**5) Rent**

- a) The rent would be £26,000 per annum in respect of use of St. John's Church Hall only, payable quarterly in advance on the usual quarter days from the 1<sup>st</sup> September 2012. This figure would be reviewed at the end of the 5<sup>th</sup> year in line with the increase in the RPI (all Items) indices. In addition, there would be a peppercorn rent of £1.00 per annum in respect of use of St. John's Parsonage Garden.

**6) Term**

- a) The lease will be from the 12<sup>th</sup> July 2012 to the end of September 2020 subject to the Break Option Provisions.
- b) The lease will be excluded from the security of tenure provisions of the Landlord and Tenant Act 1954

**7) Break Options**

- a) The Lessee may terminate the lease at any time on giving to the Lessor not less than 6 months notice after the 12<sup>th</sup> July 2017.

**8) Use**

- a) The Lessee is to use the premises for the provision of a non-residential primary day school and purposes ancillary thereto and in the future other D1 uses.
- b) Future uses would be discussed with the incumbent and members of the parish and Diocese in order to ensure that what is proposed will not adversely affect the adjoining parsonage house and church provided that any consent or approval of the incumbent, members of the parish and Diocese shall not be unreasonably withheld or delayed.
- c) Subject to the reasonableness proviso above any practice detrimental to the reputation of the church would be forbidden.
- d) Sale of Alcohol would not be permitted.
- e) Smoking would not be permitted anywhere on the Premises.

**9) Rights Granted**

- a) The lessee will be permitted to use the driveway and retained trackway (shown edged blue on the Plan) for emergency; service and/or delivery; and contractor vehicles only to the Premises. Other than for emergency access when no notice shall be required, all access will be agreed with the lessor in advance (the lessor shall not withhold or delay its consent unreasonably). The cost of maintenance of the trackway shall be borne equally by the Lessor and Lessee.
- b) The lessee shall be permitted to maintain a dry riser running along the southern fence boundary of the church property. The dry riser is fixed to the fence posts.

c) The lessee shall be granted a right of way on foot along the route on the south and east boundary of St John's Church and shown cross-hatched blue on the Plan for the purpose of access/egress to/from the demised premises ("the emergency escape route"). The lessor acknowledges that at its request the lessee has paid for and carried out the works to upgrade the route to the standard required by the fire risk assessment. The responsibility for the route shall be as follows:

- The lessor shall maintain the route in good repair and condition in accordance with the requirements of the fire risk assessment
- The lessor shall not at any time prevent the use of the route for the purpose of fire exit from the demised premises
- The lessee shall keep the route free from rubbish and/or obstruction save that if the lessor shall itself, or permit others to, place any rubbish or obstruct in any way the route then it shall be obliged to comply with this clause instead of the lessee

For the avoidance of doubt the Lessee shall not accept any liability for the spread of Japanese Knotweed should it occur as a result of the works carried out on the route by the lessee and the Lessor's obligation to treat Japanese Knotweed shall remain unaffected by the works. The landlord's covenant in the lease shall reflect the obligation notwithstanding any works which have been carried out prior to the lease.

d) The lessee shall be granted the right of way on foot only along the area shown [hatched blue] on the plan.

## 10) Rights Reserved

- a) The right of way by the incumbent and persons authorised by him on foot only for the purposes of access to the Church over the play area shown cross-hatched red on the plan.
- b) The right to use the fire escape door at the east end of the Church building and right of way on foot only over the area shown [cross-hatched blue ] on the plan as fire escape route but not to congregate anywhere on land cross-hatched blue or Lessee's premises hatched red.
- c) The Lessor will be permitted to use the toilets in the Church Hall which are adjacent to the main entrance on the south side of the hall when the school is not in occupation provided that if at any time the Lessee considers that the use of the toilets in the Church Hall may affect the safety of the children or if such use may cause health issues due to the poor sanitary condition of the toilets the Lessee shall terminate the right to use the toilets by the Lessor and shall notify the Lessor. The Lessor shall be obliged to lock up the toilets in the Church Hall after each use and ensure that the toilets are left in a clean and tidy condition. For the avoidance of doubt, "school occupation" would include normal school operating hours, wrap-around services such as (but not limited) to Breakfast Clubs, after-school clubs, parent/teacher evenings and any other ancillary activities and services.

**11) General Management obligations of the lessee**

- a) The Lessee will maintain the Premises described in 3a in good and tenable repair and condition in accordance with the obligations in the lease at all times including maintenance and/or repair of the new drains (but for the avoidance of doubt not the existing drains) constructed for the purpose of serving the buildings and the external areas in a clean and tidy condition at all times and will ensure that all lightweight outdoor equipment is stored away at the end of each day( if practicable) and will maintain the Premises described in 3b and will be responsible for maintaining these Premises internally at least to the same condition as received and noted in the Schedule of Condition of St. John's Church Hall, Dysons Road, N18 dated 13 August 2012 undertaken by C.B. Swift Ltd. (copy attached as Annex 1) and in a wind and watertight condition. In the event that resolution cannot be agreed, it would be agreed to go to arbitration in accordance with the appropriate RICS Code of Practice with arbitrators appointed by President of the RICS.
- b) The lessee shall be obliged to pay a reasonable proportion of the cost of maintaining the existing drains to which the new buildings are connected. .
- c) The Lessee shall maintain the fence shown on the Plan, save that should the fence be damaged and require repair due any action by the Lessor and/or activity on the adjacent land then the Lessor shall be responsible for the repair of such damage at its cost.
- d) The Lessee would be required to indemnify the Lessor against any claims by third parties for injury, loss or damage caused by the direct actions of the school children, staff and visitors and to take reasonable action to mitigate against such eventuality.
- e) The Lessee will be responsible for insuring the premises described in 3a (garden) but the Lessor will continue to insure the Premises described in 3b (Church Hall) and the Lessee will reimburse the premium required as a result to the Lessor.
- f) The Lessee will maintain insurance in respect of the Lessee's contents in the Premises together with any public liability or other insurance made necessary as a result of their occupation.
- g) The Premises do not currently attract a liability for rates. In the event that such liability was imposed the Lessee would be responsible for meeting the cost and would keep the Lessor fully informed of this proposal and at the end of the lease would ensure that the Premises are removed from the rating list. The Lessor would use its best endeavours to assist the Lessee.
- h) The Lessee would be required to ensure that all fire escapes which form part of the Premises are kept clear at all times.
- i) If the Lessee changes the external/internal door locks to the Premises described in 3b, sets of keys to all external and internal doors would be issued to the Lessor. The Lessee will provide the Lessor with a list of all employees who hold a set of keys to the premises.

## 12 Obligations of the Lessor

- a) The Lessor will be obliged throughout the term of the lease to continue to treat the Japanese Knotweed in accordance with advice from a Japanese Knotweed specialist and will only carry out such works during the school holiday periods and will liaise with the Headteacher/Manager of the site in respect of access and will make good any damage occasioned by these works.
- b) The passageway area cross-hatched blue along the south boundary of the Church will be maintained by the Lessor.
- c) The Lessor to maintain safe access for the area cross-hatched blue on the plan and keep in a tidy condition clear of rubbish.

## 13. End of Term

- d) On the expiry of the term the Lessee will hand the Premises to the Lessor in the condition in accordance with the repair and maintenance obligations in this lease and with full vacant possession. To satisfy this requirement the Lessor may at its own cost commission a building survey to be carried out and in the event that this survey identifies work that is necessary to be carried out to comply with the repairing covenant, such work will be undertaken by the lessee at the expense of the lessee and to the reasonable satisfaction of the lessor's building surveyor.

## 14. Other

- a) The lease would contain such other terms as the parties solicitors (acting reasonably) agree to be appropriate and necessary.
- b) The lessee will be responsible for all reasonable costs including the professional fees and VAT incurred by the lessor in the negotiation, drafting and completion of the lease, and any costs incurred as a consequence of the works being carried out. The surveyor's fees have been agreed as £9,000 plus VAT.

Ref: Simon Coe 22<sup>nd</sup> July 2014

Ref: Sue Watson 25<sup>th</sup> July 2014





