

DATED 7th June 2022

OXFORDSHIRE COUNTY COUNCIL (1)

-and-

THE PROPELLER ACADEMY TRUST (2)

**FUNDING AGREEMENT
RELATING TO WORKS AT KINGFISHER SCHOOL, RADLEY ROAD, ABINGDON OX14 3RR
TO CREATE ADDITIONAL PUPIL PLACES**

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS Ref: JP/55250

AGREEMENT FORM

THIS FUNDING AGREEMENT is made the 7th day of June 2022
BETWEEN:

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND ("the Council"); and
- (2) **The Propeller Academy Trust** a company limited by guarantee (company number 08340120) whose registered office is at Fitzwaryn School, Denchworth Road, Wantage, England OX12 9ET ("the Organisation")

each a "Party" and together the "Parties".

WHEREAS:

- A The Council is the freehold landowner of the Site and leases the Site to the Organisation. The Organisation operates a special school providing education to children aged between 2 and 19 years old.
- B The Organisation wishes to improve the Site by extending at the front of the site to relocate the main entrance and administration accommodation, to free-up space for the post-16 Base, which will free-up 2 classrooms which will enable the school to admit an additional 16 pupils.
- C The Council has provided the Advance Funding and the Initial Funding to the Organisation in connection with the Development.
- D The Council wishes to provide funding pursuant to the exercise of its statutory functions, including but not limited to section 14(1) of the Education Act 1996 and all other relevant Acts of Parliament, regulations and enabling powers to the Organisation to improve the Site on the terms and conditions appearing below.
- E In consideration of the funding supplied to the Organisation for the improvement to the Site the Organisation wishes to accept the Council's funding to carry out the Development and use the Site to deliver the Educational Capacity on the terms and conditions appearing below.

NOW IT IS HEREBY AGREED as follows:

IT IS AGREED that the Agreement comprises this Agreement Form and the following documents attached to it:

The Conditions of Agreement
Schedule 1 – The Development
Schedule 2 – Funding
Schedule 3 – Monitoring and Review
Schedule 4 – Site Plan

Annexes
Annex to Schedule 1 – Schedule of Accommodation
Annex to Schedule 2 – Final Funding Cost Plan

In the event and to the extent of any conflict or inconsistency between the Conditions of Agreement, the Schedules and the Annexes, the following order of priority between them shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

- the Conditions of Agreement shall prevail over the Schedules and the Annexes; and
- the Schedules shall prevail over the Annexes.

IN WITNESS of which the parties have executed the Agreement as a Deed the day and year first above written

The Common Seal of
OXFORDSHIRE COUNTY COUNCIL
was hereunto
affixed in the presence of:



.....
Director of Law &
Governance/Designated Officer

Signed as a Deed by
THE PROPELLER ACADEMY TRUST

Acting by a Director and its Secretary or two
Directors

.....
Director (signature)

JANE EDWARDS Print name

.....
Director/Secretary (signature)

TA Stratton Print name

CONDITIONS OF AGREEMENT

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Schedule 2 - Funding

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Schedule 3 - Monitoring and Review

Schedule 4 - Site Plan

PART 1 - FORMALITIES

1. DEFINITIONS AND CONSTRUCTION

1.1 In the Agreement, except where the context otherwise requires, the following expressions shall have the following meanings:

“Actual Costs” means costs (net of VAT) actually and properly incurred in connection with the Development by the Organisation in accordance with the Final Funding Cost Plan and the relevant Costs Statement PROVIDED such costs shall not include costs already discharged by the Council or any other Funding Body;

“Advance Funding” means the sum of £12,500 provided by the Council to the Organisation under the terms of the Advance Funding Letter;

“Advance Funding Letter” means the letter from the Council to the Organisation dated 11 November 2020;

“Agreement” means this agreement entered into between the Parties consisting of the Agreement Form, the Conditions of Agreement, the Schedules and the Annexes;

“Authorised Representative” means the authorised representative of each Party and any such other person as may be appointed by him and notified in writing to the other Party to act generally or for specified purposes or periods;

“Building” means the building or buildings which are the subject of the Development;

“Building Contractor” means the contractor or contractors that may be appointed under the Works Contracts;

“CDM Regulations” means the Construction (Design and Management) Regulations 2015;

“Certificate of Practical Completion” means the certificate or written statement issued in accordance with the Works Contracts certifying that the Development is practically complete according to the terms of the Works Contracts;

“Commencement Date” means the date of the Agreement;

“Completion Date” means 30 December 2022 or as extended pursuant to Condition 8 of the Agreement or as otherwise agreed in writing by the Parties;

“Conditions” means these conditions;

“Contingency” means a sum of money for unforeseen costs specified as such in the Final Funding Cost Plan and held by the Council and which is not part of the Final Funding;

“Contract Period” means the period for which the Agreement remains in force as specified in Condition 3;

“Costs Evidence” means supporting documentary evidence of Actual Costs including without limitation payment notices issued under the Works Contracts, certified invoices issued by the Building Contractor and the Professional Team and a record of the aggregate sum of all payments made by the Council and any other Funding Body;

“Costs Statement” means a statement of the costs incurred/to be incurred in carrying out the Development by the Organisation in accordance with the Final Funding Cost Plan;

“Defects Liability Period” means the defects liability period or rectification period for the making good of defects, shrinkages or other faults in the Development under the Works Contracts;

“Development” means the construction and/or improvement of buildings on the Site as more particularly described in Schedule 1 and which will enable the Organisation to provide the Educational Capacity at the Site;

“Educational Capacity” means provision of education to children at the Site such that the school’s capacity shall be no less than 118 at the start of the 2023/24 academic year (that is from September 2023). The school’s capacity prior to September 2023 is 102 and the change represents an increase of 16 pupils;

“Educational Capacity Date” means 1 September 2023;

“Enactments” means directives, statutes, regulations, orders, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it;

“End Date” means the 25th anniversary of the Practical Completion Date;

“ESFA” means the Education and Skills Funding Agency or successor body;

“Final Funding” means the funding specified as such in Schedule 2;

“Final Funding Cost Plan” means the cost plan set out in the Annex to Schedule 2 hereto;

“Full Business Case” means a report setting out the objectives and justification for the Development including a costs plan specifying the costs of the Development and details of how the Final Funding is intended to be spent;

“Funding” means the Advance Funding, the Initial Funding and the Final Funding;

“Funding Body” means a body which is not the Council or the Organisation who makes a financial contribution to the Development;

“Initial Funding” means the sum of £63,915 provided by the Council to the Organisation under the terms of the Initial Funding Letter;

“Initial Funding Letter” means the letter from the Council to the Organisation dated 1st July 2021;

“Insolvency Event” means any of the following:

(a) where the Organisation is incorporated the Organisation passes a resolution for its winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation the Organisation or any person gives or files notice of intention to appoint an administrator or such an administrator is appointed, or the court makes a winding-up order, or the Organisation makes a composition or arrangement with its creditors, or an

administrator, administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

(b) the Organisation is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(c) the Organisation ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets; or

(d) is subject to any event or proceedings in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (c) above;

“Lease” means the lease between Oxfordshire County Council and the Propeller Academy Trust for the land and buildings at Kingfisher School dated 1 February 2013;

“Parties” means the Parties listed on the Agreement Form and **“Party”** shall be construed accordingly;

“Practical Completion Date” means the date stated in the Certificate of Practical Completion;

“Procurement Regulations” means the Public Contracts Regulations 2015 (SI No 102/2015) (as amended) and as may be further amended, replaced or re-enacted;

“Prohibited Act” means the following acts:

- (a) offering (directly or indirectly), promising or giving any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
- (b) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Agreement;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under any Enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to the Agreement or any other contract with the Council; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Council;

“Professional Team” means any architect, structural engineer, mechanical and electrical engineer, project manager, principal designer, quantity surveyor and any other specialist advisors that may be appointed by the Organisation for the time being in connection with the design and/or management of the Development and any replacement thereof;

“Requisite Consents” means those consents, licences and authorisations required to carry out of the Development and to deliver the Educational Capacity including without limitation any licence or consent required pursuant to the Lease;

“Site” means Kingfisher School, Radley Road, Abingdon, Oxfordshire, OX14 3RR edged in red on the plan attached at Schedule 4;

“Working Day” means Monday to Friday inclusive other than bank holidays and any other public holidays; and

“Works Contracts” means the contract or contracts for the Development with the Building Contractor.

- 1.2 Words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.3 The headings and titles in the Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.4 The expression "person" used in the Agreement shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.5 The expression "including" means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and "include" shall be construed accordingly;
- 1.6 Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.
- 1.7 The Agreement constitutes the entire understanding between the Parties in relation to the subject matter of the Agreement and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this Condition 1.7 shall exclude or restrict liability for fraudulent misrepresentations.

2. AUTHORITY TO ENTER INTO THE AGREEMENT AND BACKGROUND

- 2.1 Each Party warrants and represents that it has full capacity and authority and all necessary consents to enter into and perform the Agreement.
- 2.2 The Organisation warrants and represents that it has received ESFA consent to alter its funding agreement with the Secretary of State for Education to reflect the change in number of educational places to be offered at the Site to achieve the Educational Capacity.
- 2.3 The Organisation warrants and undertakes that it has surveyed the Site and is satisfied that the Site is physically suitable for the Development.

3. COMMENCEMENT DATE AND DURATION OF THE AGREEMENT

The Agreement shall commence on the Commencement Date and shall continue in force until the End Date unless and until terminated in accordance with the provisions of Condition 10 (Termination and Repayment) or such earlier date as the Council and the Organisation shall agree.

4. AUTHORISED REPRESENTATIVES

Each Party will appoint an Authorised Representative to deal with matters arising from the performance of its obligations under the Agreement and shall ensure that any changes in the identity or contact details of its Authorised Representative are notified to the other Party as soon as reasonably practicable.

PART 2 - THE DEVELOPMENT

5. DEVELOPMENT OBLIGATIONS

- 5.1 The Organisation shall use all reasonable endeavours to procure the carrying out of and completion of the Development such that the Practical Completion Date is on or before the Completion Date.
- 5.2 The Organisation warrants to the Council that as at the date it enters into any of the Works Contracts it has applied for and obtained the Requisite Consents and that it knows of no impediment to the carrying out of the Development in accordance with the Agreement.
- 5.3 The Organisation shall ensure that the Development is designed and constructed in-line with the recommendations and guidance as per:

- Education & Skills Funding Agency (ESFA) Facilities Output Specification; including: ESFA Generic Design Brief
- Technical Annex 1B (Definitions of Spaces): Special Schools and AP

BB104 Area Guidelines for SEND

- 5.4 The Organisation shall use all reasonable endeavours to procure that the Development is carried out:
- 5.4.1 in a good and workmanlike manner and in accordance with good building practice;
 - 5.4.2 using only good quality materials and well-maintained plant;
 - 5.4.3 in accordance with the Agreement, the Full Business Case and the Requisite Consents;
 - 5.4.4 in accordance with all relevant Enactments;
 - 5.4.5 in accordance with any standards stipulated by the ESFA when using the ESFA contractors' framework agreement;
 - 5.4.6 in accordance with all covenants, stipulations, rights and conditions affecting the Site; and
 - 5.4.7 so that on the Practical Completion Date the Development shall have been soundly constructed.
- 5.5 The Organisation shall for the purpose of carrying out the Development:
- 5.5.1 co-ordinate or procure co-ordination of the Professional Team;
 - 5.5.2 take all reasonable steps to be reasonably satisfied that each member of the Professional Team and the Building Contractor are suitable, competent, appropriately experienced and of sufficient financial standing having regard to its responsibilities in relation to the Development, the Works Contracts and the CDM Regulations;
 - 5.5.3 use all reasonable endeavours to procure that the Building Contractor and any member of the Professional Team perform and observe the terms of their respective contracts or professional appointments;
 - 5.5.4 not do or omit to do anything that would entitle the Building Contractor or any member of the Professional Team to regard their respective Works Contracts or professional appointments as terminated by breach;
 - 5.5.5 use all reasonable endeavours to ensure that the Building Contractor's obligations to remedy defects, shrinkages or other faults in the Building during the Defects Liability Period are enforced; and
 - 5.5.6 procure the right under the Works Contracts to assign the Works Contracts to the Council.
- 5.6 The Organisation shall follow appropriate legal requirements and best practice in regard to all aspects of the Development including but not limited to the procurement of goods and services in support of delivering the Development, processes for managing the Development, governance and internal control systems, managing conflicts of interest and record keeping.
- 5.7 The Organisation shall comply with the Procurement Regulations (where applicable) in connection with the procurement of any works, any goods, or any services in respect of which Funding is to be provided by the Council.
- 5.8 Without prejudice to Condition 5.7, the Organisation will procure that works, goods and services procured by the Organisation and the Building Contractor relating to the

Development shall be based on value for money (for example, by using established Procurement Regulations compliant framework agreements). In determining how this requirement should best be met, the Organisation will (and will procure that the Building Contractor will) take account of public sector accountability and probity and shall document the decision-making process. The Organisation will produce such evidence to the Council as the Council may require in this regard.

- 5.9 The Organisation shall implement the Development fairly and without unlawful discrimination and should have due regard to the Public Sector Equality Duty as set out in the Section 149 of the Equality Act 2010. The Organisation will produce such evidence to the Council as the Council may require in this regard.

6. INSURANCE

- 6.1 The Organisation shall at all times maintain (or procure that the Building Contractor maintains) insurance cover with a reputable company, as follows:

- 6.1.1 public liability insurance (minimum of £5,000,000 (five million) per claim);
- 6.1.2 employer's liability insurance (minimum of £10,000,000 (ten million) per claim); and
- 6.1.3 buildings insurance in accordance with the Lease from the Practical Completion Date until the end of the Contract Period.

- 6.2 From the Commencement Date up to and including the Practical Completion Date the Organisation shall insure, or shall procure that the Building Contractor insures, all works undertaken as part of the Development, the Building and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Site and intended for incorporation in the Development against all perils resulting in loss or damage thereto on customary contractor's all risks terms for not less than the full reinstatement value thereof (taking into account the progress of the Development) together with all site clearance and professional fees incurred in connection with such reinstatement.

- 6.3 The Organisation shall supply to the Council within 14 days of request evidence of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.

- 6.4 Unless otherwise agreed in writing by the Parties in the event of any loss or damage to the Building or works undertaken as part of the Development the Organisation shall procure that their reinstatement or replacement is carried out diligently and with all reasonable speed. Unless otherwise agreed in writing by the Parties the Organisation shall apply the proceeds of the insurance towards such reinstatement or replacement and shall make good any deficiency out of its own funds.

7. JOINT WORKING

- 7.1 The Organisation shall keep the Council's Authorised Representative regularly informed as to progress of the Development including promptly notifying the Council's Authorised Representative of any material problems or delays in the performance of the Works Contracts together with the Organisation's recommendations for overcoming and/or mitigating them.

- 7.2 The Organisation shall maintain current and accurate records of the Development and shall provide the Council with reasonable access to records, reports, certificates, data and any other information reasonably required by the Council's Authorised Representative as detailed in Schedule 3 (Monitoring and Review).

- 7.3 The Organisation shall give reasonable notice to the Council's Authorised Representative of its intention to undertake inspections of the Development for the purpose of deciding whether or not to issue the Certificate of Practical Completion. The Council's Authorised Representative shall have the right to attend such inspections and the Organisation shall use all reasonable endeavours to ensure that the Professional Team member issuing the Certificate of Practical Completion has reasonable regard to the representations made by

the Council's Authorised Representative as to whether or not the Certificate of Practical Completion should be issued. The Organisation shall ensure that a copy of the Certificate of Practical Completion is given to the Council immediately after its issue, together with a copy of any accompanying snagging list.

- 7.4 The Organisation shall give the Council at least four weeks prior notice of any ceremony associated with the opening of the Building on completion of the Development and shall permit the Council's Authorised Representative to attend such ceremony.
- 7.5 Each Party shall ensure that any confidential information supplied by it to the other Party is treated as confidential and shall not be disclosed to any person other than the receiving Party except as may be required by law or any governmental or regulatory authority or by a court of competent jurisdiction or as agreed in writing by the supplying Party.
- 7.6 The Organisation shall use all reasonable endeavours to ensure that the public is aware that the Development is supported by Oxfordshire County Council, and this should include the use of the Oxfordshire County Council logo on publicity material, followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".
- 7.7 Either Party may request a meeting of the Parties at any time on reasonable notice (save that shorter notice may be given in the case of an emergency).

8. EXTENSIONS OF TIME

Without prejudice to the Organisation's obligation to deliver the Educational Capacity from the Educational Capacity Date pursuant to Condition 12 the Organisation may notify and request from the Council a revised Completion Date where circumstances outside of the control of the Organisation arise which may delay completion of the Works. The Council shall consider any such request and not unreasonably delay or withhold its consent to such a request.

PART 3 - FUNDING AND TERMINATION

9. FUNDING OF THE DEVELOPMENT

- 9.1 In consideration of the Organisation carrying out the Development and providing the Educational Capacity in accordance with Condition 12 the Council shall provide the Funding to the Organisation in the instalments and on the conditions specified in Schedule 2 and the Council shall place the Organisation in funds for each of those instalments within 14 days of those conditions specified in Schedule 2 being met in relation to each instalment.
- 9.2 The Council shall not be liable for any costs or funding in addition to the Funding provided it has placed the Organisation in funds within 14 days pursuant to 9.1, and the Organisation shall be responsible for any additional funding required to complete the Development.
- 9.3 The Organisation will comply with the provisions of Schedule 2.
- 9.4 Without prejudice to the provisions of Condition 10 (Termination and Repayment) in the event that the Organisation materially fails to carry out the Development in accordance with the Agreement the Council reserves the right to withhold payment until the default is rectified.
- 9.5 The payment by the Council of the Funding is considered to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payments of the Funding shall be deemed to be inclusive of Value Added Tax and the Council shall not be obliged to pay any additional amount by way of Value Added Tax.

10. TERMINATION AND REPAYMENT

- 10.1 The Council shall be entitled to terminate the Agreement immediately by giving written notice to the Organisation if:

- 10.1.1 the Organisation acts fraudulently or negligently in relation to the Agreement; and/or
 - 10.1.2 there has been a material or persistent breach of the Agreement on the part of the Organisation which if capable of remedy has not been remedied by the Organisation within 20 Working Days of receipt of notice from the Council identifying the breach and requiring that it be remedied and a material breach shall include without limitation where the Organisation has made or is making use of the Funding for any expenditure not identified in the Final Funding Cost Plan or Initial Funding Letter or where the Organisation does not deliver the Educational Capacity from the Educational Capacity Date; and/or
 - 10.1.3 practical completion, as defined in the Certificate of Practical Completion, has not occurred on or before the Completion Date (as may be extended pursuant to the Agreement or otherwise agreed by the Parties); and/or
 - 10.1.4 the Organisation has failed to disclose or misrepresented to the Council any material information which induced the Council to enter the Agreement; and/or
 - 10.1.5 the Organisation or any member of its staff:
 - (a) commits a Prohibited Act in connection with the Agreement, or
 - (b) gives any financial or other advantage to any person working for or engaged by the Council in connection with the agreement; and/or
 - 10.1.6 an Insolvency Event occurs.
- 10.2 If the Agreement terminates pursuant to Condition 10.1 the Council shall be under no obligation to make any further payments of the Funding to the Organisation and the Organisation shall repay the Council the whole or any part of the Funding paid to the Organisation as may be determined by the Council and notified in writing to the Organisation having regard to any losses, costs and expenses incurred by the Council as a result.
- 10.3 The expiration or termination of the Agreement for whatever reason shall not affect the Conditions capable of surviving or operating including without limitation Conditions 10.2, 11, 13, 14, 16, 17, 18, 20, 21, and 22 which shall survive and operate in the event of expiration or termination of the Agreement and the expiration or termination of the Agreement shall be without prejudice to the rights and remedies of either Party against the other Party.

11. ACCOUNTS AND RECORDS

The Organisation shall provide the Council or the Council's internal or external auditors or the Local Government Ombudsman or the Secretary of State, his representatives or the Comptroller and Auditor General (National Audit Office) with access to its financial records, minute books and any other relevant evidence as to the propriety of its affairs insofar as they relate, directly to the matters covered by this Agreement, provided that the Council has given reasonable notice of its requirement to inspect.

PART 4 - FUTURE USE

12. USE AND MAINTENANCE

- 12.1 The Organisation must maintain the Building in accordance with the Lease from the Practical Completion Date until the end of the Contract Period.
- 12.2 The Organisation shall use the Site to deliver the Educational Capacity from the Educational Capacity Date for the duration of the Contract Period. For the avoidance of doubt the Organisation shall be responsible for putting in place any contingency measures which may be required to fulfil this obligation if completion of the Development is delayed.

PART 5 - GENERAL

13. STATUTORY OBLIGATIONS

When acting in connection with the Agreement the Parties will comply with all Enactments which apply at the time of such action.

14. FREEDOM OF INFORMATION

The Parties acknowledge that in responding to requests received by the Council under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 the Council will be entitled to provide information relating to the Agreement.

15. VARIATIONS TO THE AGREEMENT

No variation to the Agreement shall have any effect unless it is made in writing and signed by both Parties.

16. SERVICE OF NOTICES

16.1 Any demand, notice or other communication required to be given under the Agreement shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the address of the Party on the Agreement Form or such other address as may be notified by the receiving Party to the serving Party from time to time.

16.2 Any such communication shall be deemed to have been made two Working Days from the date of posting (if by letter).

17. WAIVER

17.1 The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

17.2 No waiver shall be effective unless it is communicated by the Party giving the waiver in writing to the other Party.

17.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

18. SEVERANCE

If any of these Conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

19. ASSIGNMENT

19.1 Subject to Condition 19.2 the Organisation shall not assign the benefit of the Agreement in whole or in part without the prior written consent of the Council (not to be unreasonably delayed or withheld) provided always that nothing contained in the Agreement shall prohibit the Organisation from replacing individual trustees.

19.2 Where the functions of the Organisation in relation to the educational provision at the Site transfer to the Secretary of State for Education or such successor charitable or public body as takes over the running of the Site the Parties shall not unreasonably withhold or delay their consent to the novation of the rights and obligations of the Organisation under this Agreement to such body.

20. APPLICABLE LAW AND JURISDICTION

The Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England and Wales.

21. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, but this does not affect any rights which are available apart from this Act.

22. DISPUTE RESOLUTION

- 22.1 In the event of a dispute arising regarding the Agreement, the Parties (acting by their Authorised Representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute.
- 22.2 Where the Authorised Representatives are not able to settle any such dispute within one month of the date of the dispute the matter shall be referred to the Council's Corporate Landlord and the governing body of the Organisation who shall acting in good faith use all reasonable endeavours to settle such dispute.
- 22.3 Where the dispute has not been settled within two months of the date of the dispute, then the Organisation or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 22.4 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 22. The initiating party shall send a copy of such request to CEDR.
- 22.5 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 22.6 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.
- 22.7 For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures nor shall it cease or delay the delivery of the Development.
- 22.8 Nothing in this Condition 22 shall prejudice the right of either Party to apply to the court for interim relief to prevent the violation by the other Party of any proprietary interest or any breach of that Party's obligations.

23. COUNTERPARTS

The Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures and, where applicable, seals on the counterparts were on a single copy of the Agreement.

Schedule 1

The Development

- Relocation of the main entrance and admin accommodation to a new location at the front of the school site by extending onto the existing school building.
- Remodel the current main entrance and admin accommodation with a small extension on the side to create a new Post-16 classroom with adjacent life-skills and hygiene rooms.
- Internal alterations to the existing building to improve the circulation and storage in the areas that will be adjacent to the new main entrance and Post-16 accommodation.
- external works to improve the parking provision and vehicle and pedestrian circulation. This will be achieved by removing 2 large stores and reconfiguring the parking layout and replacing the main gates with sliding gates

Annex to Schedule 1
Schedule of Accommodation

Area Details

126m² New Build Extension 1
Main Entrance Lobby
Reception Office
Head Teacher's Office
Finance Office
Circulation

21m² New Build Extension 2
Post 16 Classroom

273m² Internal Remodelling & Refurbishment
Post 16 Classroom, Life-Skills Room and Hygiene Room
Circulation
Server Room
Staff Toilets
Visitor/Accessible Toilet
Meeting Rooms
Storage (various)
KS1 Hygiene Room

Schedule 2

Funding

A. Advance Funding and Initial Funding

Notwithstanding that the Advance Funding and the initial Funding has been provided to the Organisation prior to the date of the Agreement under the terms of the Advance Funding Letter and the Initial Funding Letter, it shall be deemed to have been provided under and subject to the terms of the Agreement and the Parties shall have no liability to each other in connection with the Advance Funding Letter and/or the Initial Funding Letter.

B. Final Funding

The Funding shall be in line with the Final Funding Cost Plan subject to a maximum sum of £958,992 (excluding the Advance Payment and the Initial Payment).

C. Drawing of Final Funding

1. Provided that the "Payment Conditions" below are met the Final Funding shall be paid in instalments in accordance with the following:
 - £50,000 within 28 days of the date of this Agreement
 - Further payments will be made following claims submitted by the Organisation which shall be made no more than once in any month and paid by the Council to the Organisation within 14 days from the date that the Organisation submits an invoice to the Council's Payment Section (Hampshire County Council). Such invoice may only be submitted after all relevant information detailed below has been provided and accepted by the Council. The Council shall notify the Organisation promptly of its decision to accept such information and may only decline or delay its acceptance of such information if the Payment Conditions are not met.

Payment Conditions:

- (a) Payments shall only be made in respect of Actual Costs and projected costs notified to the Council pursuant to paragraph D1 and which are in line with the breakdown of costs in the Final Funding Cost Plan;
- (b) Costs Evidence reasonably satisfactory to the Council has been provided to the Council by the Organisation with each Costs Statement to show that any and all earlier instalments already paid by the Council have been spent properly on Actual Costs;
- (c) the aggregate sum of all such payments shall at no time exceed the Final Funding; and
- (d) No payment will be made in respect of any retention sum that the Organisation has deducted/will deduct from payments it makes to the Building Contractor until such time as the notice/certificate of making good of defects is issued following the end of the Defects Liability Period.

D. Organisation Obligations

1. For each claim made under paragraph C above, the Organisation shall provide the Council's Authorised Representative with a Costs Statement and, in respect of any Actual Costs being claimed, Costs Evidence. Where projected costs are claimed, the Organisation shall provide to the Council's Authorised Officer a copy of the interim valuation prepared by the Building Contractor as checked and signed off by the Organisation's contract administrator/representative.
- 2 The Organisation shall provide the Council's Authorised Representative with Costs Evidence relating to any projected costs claimed in an instalment of the Final Funding within 1 (one) month of spending the relevant instalment of the Final Funding.
- 3 The Organisation must not use the Funding other than for the payment of Actual Costs.

F. Unspent Funds

Upon completion of all the Organisation's spending of the Final Funding, where there is a difference between the payments made by the Council under this Agreement and the costs actually and properly incurred in carrying out the Development resulting in an underspend by the Organisation the Organisation shall at the absolute discretion of the Council return any unspent monies to the Council within 10 Working Days of a request by the Council. For the avoidance of doubt, unspent monies shall include any amounts spent which are subsequently recovered by the Organisation.

G. Variation

The Council may agree to vary the Final Funding Cost Plan at the reasonable request of the Organisation where Actual Costs or items of expenditure deviate or are anticipated to deviate from those set out in the Final Funding Cost Plan PROVIDED that the aggregate sum of all Council payments shall not exceed the Funding. The Council's agreement to such requests for variation from the Organisation is not to be unreasonably withheld or delayed.

H. Contingency

1. Cost escalation due to unforeseen circumstances will be met wherever practicable through a reduction in specification or scope of the Development agreed by both parties, provided the core requirements of the Development as set out in Schedule 1 are unaffected. Where this is not practicable such costs will be borne by the Contingency.
2. Sums additional to the Contingency may be requested in writing by the Organisation from the Council to cover any costs of the Development which could not have reasonably been foreseen at the date of this Agreement ("Unforeseen Costs") and for which the Contingency is insufficient. The Council may at its absolute discretion make additional payments to cover such Unforeseen Costs incurred by the Organisation in carrying out the Development.
3. Any additional payments borne by the Contingency or to cover the Unforeseen Costs made by the Council shall increase the Final Funding specified in paragraph B.
4. The Organisation shall promptly supply to the Council evidence reasonably satisfactory to the Council that the costs for which it is requesting additional payments pursuant to paragraphs H1 and H2 above have been (or will be) actually and properly incurred in carrying out the Development.
5. For the avoidance of doubt cost escalation due to design variations made at the request of the Organisation to vary the scope of the Development, will be borne by the Organisation

and the value of any such request will be estimated prior to work being carried out in order for the Organisation to make an informed decision as to whether the variation is warranted. No such costs may be set against the Contingency or savings against provisional sums which may be included within the Final Funding, save for where the Organisation suggests a design variation which the Council considers to be an improvement to the Development and where the Council elects to treat such variation as an Unforeseen Cost, such election to be at the Council's entire discretion.

Annex to Schedule 2

Final Funding Cost Plan

Approved Budget

Construction	£	837,907	
Fees (8.5%)	£	71,000	
Feasibility	£	13,500	
Surveys & Stats	£	19,000	
Loose F&E	£	20,000	
Costed Risks	£	74,000	
OCC Costs	£	20,000	(retained by OCC)
Client Contingency	£	95,500	(retained by OCC)
TOTAL		£1,150,907	
Less retained by OCC	£	115,500	
Total Funding Available		£1,035,407	
	£	12,500	Less Advance Funding
	£	<u>63,915</u>	Less Initial Funding
Final Funding	£	958,992	

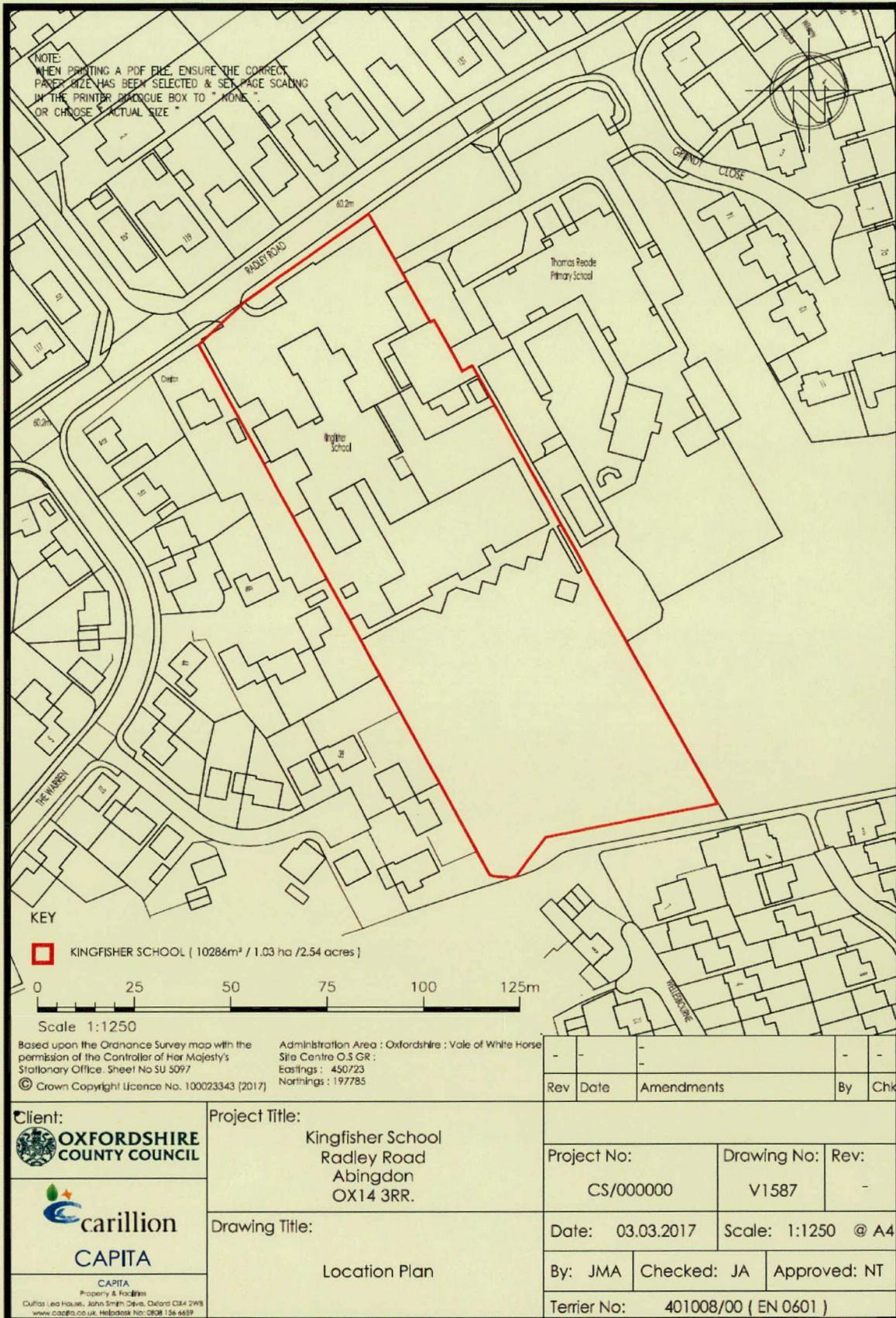
Schedule 3

Monitoring and Review

The Council reserves the right to inspect the Building on practical completion and throughout the period of construction on reasonable notice and if so requested to see any invoices, certificates and consents in relation thereto.

Schedule 4

Site Plan



X:\09 Survey & Cad\Special Schools\Abingdon Kingfisher\Location Plan 03.03.2017\V1587.dwg

**NEW
DOCUMENT**

Dated

7 June

2022

THE OXFORDSHIRE COUNTY COUNCIL

and

THE PROPELLER ACADEMY TRUST

LICENCE FOR ALTERATIONS

relating to premises known as Land and buildings
comprising Kingfisher School, Radley Road,
Abingdon OX14 3RR

A Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS Ref: SN/56671

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Schedules

LICENCE FOR ALTERATIONS

DATED 7 June 2022

PARTIES

- (1) THE OXFORDSHIRE COUNTY COUNCIL of County Hall New Road Oxford OX1 1ND (the "Landlord"); and
- (2) THE PROPELLER ACADEMY TRUST a company limited by guarantee registered in England and Wales (company number 08340120) whose registered office is at Fitzwaryn School, Denchworth Road, Wantage, England, OX12 9ET (the "Tenant");

BACKGROUND:

- (A) This Licence relates to the Premises and is supplemental to the Lease.
- (B) The Landlord remains the landlord under the Lease and the Tenant remains the tenant under the Lease.
- (C) The Landlord has agreed to permit the Tenant to carry out alterations to the Premises on the terms of this Licence.
- (D) The Landlord and the Tenant intend to enter a Funding Agreement relating to the Works.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Licence uses the following definitions:

"CDM Regulations"

the Construction (Design and Management) Regulations 2015;

"Consents"

all necessary permissions, licences and approvals for the Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises and as otherwise required from owners, tenants or occupiers of any adjoining or neighbouring property;

"EPC"

an energy performance certificate and recommendation report as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012;

"Funding Agreement"

the funding agreement to be entered by the Tenant with the Landlord in respect of the Works being procured by the Tenant at the Premises and the provision of funding thereof;

"Lease"

a lease of the Premises dated 1 February 2013 between (1) the Landlord and (2) the Tenant and any document supplemental to it and registered at the Land Registry under title number ON306351;

"Plans"

the plans, drawings, specifications or other documents setting out details of the Works attached to this Licence;

“Planning Acts”

every act of Parliament and any delegated law made under them for the time being in force relating to the use, development, design, control and occupation of land and buildings;

“Planning Permission”

the planning permission with reference P21/V/2912/FUL granted on 10 March 2022;

“Premises”

the property let by the Lease known as Kingfisher School, Radley Road, Abingdon OX14 3RR;

“Prohibited Materials”

any products or materials that:

- (a) do not conform to relevant British and European standards or codes of practice; or
- (b) are generally known within the construction industry at the time of specification to be deleterious to health and safety or the durability of buildings or structures in the particular circumstances in which they are specified for use;

“Tenant’s Obligations”

the obligations in the Lease that the Tenant must comply with;

“Term”

has the same meaning as the ‘Term’ as defined in the Lease; and

“Works”

the construction and improvement of buildings works at the Premises to be carried out by the Tenant briefly described in **Schedule 1** [and as more particularly to be set out in Schedule 1 of the Funding Agreement

2. INTERPRETATION

In this Licence:

- 2.1 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.2 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.3 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 2.4 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 2.5 references to the parties include references to their respective successors in title;
- 2.6 references to the Landlord having a right of approval or consent under this Licence mean a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Licence specifies that the Landlord has absolute discretion;
- 2.7 where a party to this Licence must pay any costs that the Landlord incurs (or any proportion of them), those costs must be properly incurred;
- 2.8 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may

be appropriate having regard to the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program; and

- 2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Licence will be unaffected.

3. LICENCE FOR ALTERATIONS

In consideration of the obligations in this Licence the Landlord permits the Tenant to carry out the Works on the terms of this Licence.

4. OBLIGATIONS BEFORE BEGINNING THE WORKS

- 4.1 Before starting the Works, the Tenant must:

4.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun and, where required by the terms of the Lease, obtain the Landlord's approval to them;

4.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun; and

- 4.2 notify the Landlord of the date on which the Tenant intends to start the Works and provide the Tenant's insurers with any information relating to the Works required by the Tenant's insurers and any additional sums payable to the insurers due to carry out the Works. If any variations to the Plans are required in order to obtain any of the Consents, the Tenant must obtain the approval of the Landlord to those variations.

5. OBLIGATIONS WHEN CARRYING OUT THE WORKS

- 5.1 If it starts the Works, the Tenant must carry out and complete them:

5.1.1 diligently, and in any event by 31 December 2022 unless this period is otherwise extended under the Funding Agreement in which case by the time scale agreed pursuant to the Funding Agreement;

5.1.2 in accordance with the Planning Permission and the requirements of the Funding Agreement and the development obligations set out therein;

5.1.3 in a good and workmanlike manner and good building practice;

5.1.4 using good quality materials and well-maintained plant;

5.1.5 in compliance with the Consents and all Acts of Parliament (and any delegated legislation made under them) and with the requirements of the insurers of the Premises and (where applicable) of any competent authority or utility provider;

5.1.6 without affecting the structural integrity of the Premises or any land or buildings of which they form a part;

5.1.7 without using Prohibited Materials;

5.1.8 with as little interference as reasonably practicable to the owners, tenants or occupiers of any adjoining or neighbouring property; and

5.1.9 in compliance, to the extent applicable, with the CDM Regulations.

- 5.2 The Tenant must make good as soon as reasonably practicable any physical damage caused by the carrying out of the Works.

- 5.3 The Tenant must permit the Landlord and or its agents to inspect the progress of the Works at all reasonable times subject to the Landlord complying with any conditions relating to entry onto the

Premises contained in the Lease and the Tenant's reasonable safeguarding requirements that the Tenant notifies and provides to the Landlord.

5.4 All plant, equipment and materials used in connection with the Works must be stored securely.

6. **OBLIGATIONS ON COMPLETION OF THE WORKS**

6.1 On completion of the Works the Tenant must:

6.1.1 notify the Landlord of their completion;

6.1.2 obtain any Consents that are required on their completion;

6.1.3 remove all debris and equipment used in carrying out the Works;

6.1.4 notify the Landlord of the cost of the Works;

6.1.5 permit the Landlord and or its agents to inspect the completed Works at a reasonable time subject to the Landlord complying with any conditions relating to entry onto the Premises contained in the Lease and the Tenant's reasonable safeguarding requirements that the Tenant notifies and provides to the Landlord; and

6.1.6 supply the Landlord with two complete sets of as-built plans in DWG format showing the Works

6.1.7 ensure that the Landlord is able to use and reproduce the plans for any lawful purpose in relation to the Premises.

7. **Insurance**

7.1 The Tenant shall at all times maintain (or procure that its building contractor maintains) insurance cover with a reputable company, as follows:

7.1.1 public liability insurance (minimum of £5,000,000 (five million) per claim);

7.1.2 employer's liability insurance (minimum of £10,000,000 (ten million) per claim); and

7.1.3 buildings insurance of the Premises in accordance with the Lease from the Practical Completion Date.

7.2 Up to and including the Practical Completion Date (as defined in the Funding Agreement) the Tenant shall insure, or shall procure that the Works are insured, the Premises and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Premises and intended for incorporation in the building at the Premises against all perils resulting in loss or damage thereto on customary contractor's all risks terms for not less than the full reinstatement value thereof (taking into account the progress of the Works) together with all site clearance and professional fees incurred in connection with such reinstatement.

7.3 The Tenant shall supply to the Landlord within 14 days of request evidence of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Landlord that such insurance is in place.

7.4 Unless otherwise agreed in writing by the Landlord and the Tenant in the event of any loss or damage to buildings at the Premises or works undertaken as part of the Works the Tenant shall procure that their reinstatement or replacement is carried out diligently and with all reasonable speed. Unless otherwise agreed in writing by the Landlord the Tenant shall apply the proceeds of the insurance towards such reinstatement or replacement and shall make good any deficiency out of its own funds.

8. **CDM REGULATIONS**

8.1 If the CDM Regulations apply to the Works, the Tenant must:

- 8.1.1 comply with them and ensure that any person involved in the management, design and construction of the Works complies with their respective obligations under the CDM Regulations;
- 8.1.2 if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Works; and
- 8.1.3 on completion of the Works provide the Landlord with a copy of any health and safety file relating to the Works.

9. ENERGY PERFORMANCE CERTIFICATES

If the Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must comply with the provisions in the Lease to commission an EPC and display energy certificate.

10. REINSTATEMENT

- 9.1 If the Tenant has commenced Works and has completed part only of the Works by the expiration of the period stipulated in clause 5.1.1 of this Licence the Landlord unless otherwise agreed in writing may at any time thereafter give notice to the Tenant to remove the Works and reinstate the Property (unless the Works have been completed on or before the date of service of such notice). The notice may require removal and reinstatement in respect of part only of the Works.
- 9.2 If the Landlord gives the Tenant this notice, the Tenant must remove the Works (or the part specified) and reinstate the Property before the end of the Term. But if the notice is given less than three months before the end of the Term or after the end of the Term the removal and reinstatement must be done within three months after the notice is given.
- 9.3 The removal and reinstatement must be done at the Tenant's cost and to the reasonable satisfaction of the Landlord.
- 9.4 The terms of this licence will apply to such removal and reinstatement.
- 9.5 The Tenant must also make good any damage (including decorative damage) to the Property caused by the removal and reinstatement.

11. COSTS

The Tenant agrees with the Landlord that it will pay within ten working days of demand all costs and expenses, and any value added tax on them that cannot otherwise be recovered, incurred by the Landlord in connection with the service of any notice, exercising of any rights and carrying out of any works under **clause 12**.

12. REMEDYING BREACHES AND TERMINATION

- 12.1 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations under this Licence then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within a reasonable period after being notified of them and diligently complete any works required.
- 12.2 If the Tenant does not comply with **clause 11.1**, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under the Lease will be unaffected PROVIDED where the Funding Agreement has been entered into then the provisions on 'termination and repayment' set out in the Funding Agreement shall apply.
- 12.3 This Licence shall terminate on termination on the earlier of:
 - 12.3.1 31 December 2022 unless this period is otherwise extended under the Funding Agreement in which case by the time scale agreed pursuant to the Funding Agreement; or

12.3.2 the termination of the Funding Agreement; or

12.3.3 the expiry of any notice given by the Licensor to the Licensee at any time on material breach of any of the Licensee's obligations contained in this Licence provided that the Licensee shall have first been notified of the breach in question in writing and provided with a reasonable opportunity to remedy the same.

T1.3 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.

13. **EXCLUSION OF WARRANTIES**

13.1 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):

13.1.1 as to the suitability, safety, adequacy or quality of the design or method of construction of the Works;

13.1.2 that the Works may lawfully be carried out;

13.1.3 that the structure or fabric of the Premises is able to accommodate the Works; and

13.1.4 that any of the services supplying the Premises will either have sufficient capacity for or otherwise not be adversely affected by the Works.

14. **AGREEMENTS**

14.1 Nothing in this Licence will:

14.1.1 be deemed to authorise any action other than expressly authorised in **clause 3**;

14.1.2 release or reduce any liability to the Landlord of the Tenant or any guarantor or other party to the Lease; or

14.1.3 waive or be deemed to waive any breach of the Tenant's Obligations that may have occurred before the date of this Licence.

14.2 The conditions for re-entry contained in the Lease will be exercisable on any breach of any provision in this Licence in the same way as if it were a provision contained in the Lease.

14.3 All sums payable by the Tenant under this Licence will be recoverable as rent in arrear in accordance with the Lease.

14.4 The Tenant's Obligations will extend to the Works and will apply to the Premises as altered by the Works as they now apply to the Premises as let by the Lease.

14.5 The Tenant acknowledges that:

14.5.1 it has not served any notice under the Landlord and Tenant Act 1927 that would make the Works improvements for the purposes of that Act;

14.5.2 neither this Licence nor any correspondence relating to the Works constitutes a notice for the purposes of that Act;

14.5.3 the Works are being carried out by the Tenant to suit its own requirements; and

14.5.4 as a result, the Tenant is not entitled to compensation in respect of the Works whether under the Landlord and Tenant Act 1927 or otherwise.

14.6 Nothing in this Licence creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

15. **NOTICES**

Any notices to be served under this Licence will be validly served if served in accordance with the notice provisions in the Lease.

16. **JURISDICTION**

16.1 This Licence and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

16.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Licence, including in relation to any non-contractual obligations.

17. **LEGAL EFFECT**

This Licence takes effect and binds the parties with effect from the date set out at the beginning of this Licence.

SCHEDULE 1

The Works (as shown on the Plans)

- Relocation of the main entrance and admin accommodation to a new location at the front of the school by extending onto the existing school building.
- Remodel the current main entrance and admin accommodation with a small extension on the side to create a new Post-16 classroom with adjacent life-skills and hygiene rooms.
- Internal alterations to the existing building to improve the circulation and storage in the areas that will be adjacent to the new main entrance and Post-16 accommodation.
- external works to improve the parking provision and vehicle and pedestrian circulation. This will be achieved by removing 2 large stores and reconfiguring the parking layout and replacing the main gates with sliding gates

The Common Seal of
THE OXFORDSHIRE COUNTY COUNCIL

was affixed to this Deed

in the presence of :

)
)



A handwritten signature in black ink, appearing to be 'D. P. G. H.', written over a dotted line.

Designated Officer

EXECUTED (but not delivered until the date hereof) AS
A DEED by THE PROPELLER ACADEMY TRUST acting
by a director in the presence of:-

A handwritten signature in black ink, appearing to be 'J. Edwards', written over a dotted line.
Director

Witness signature

Witness name TAGHUR

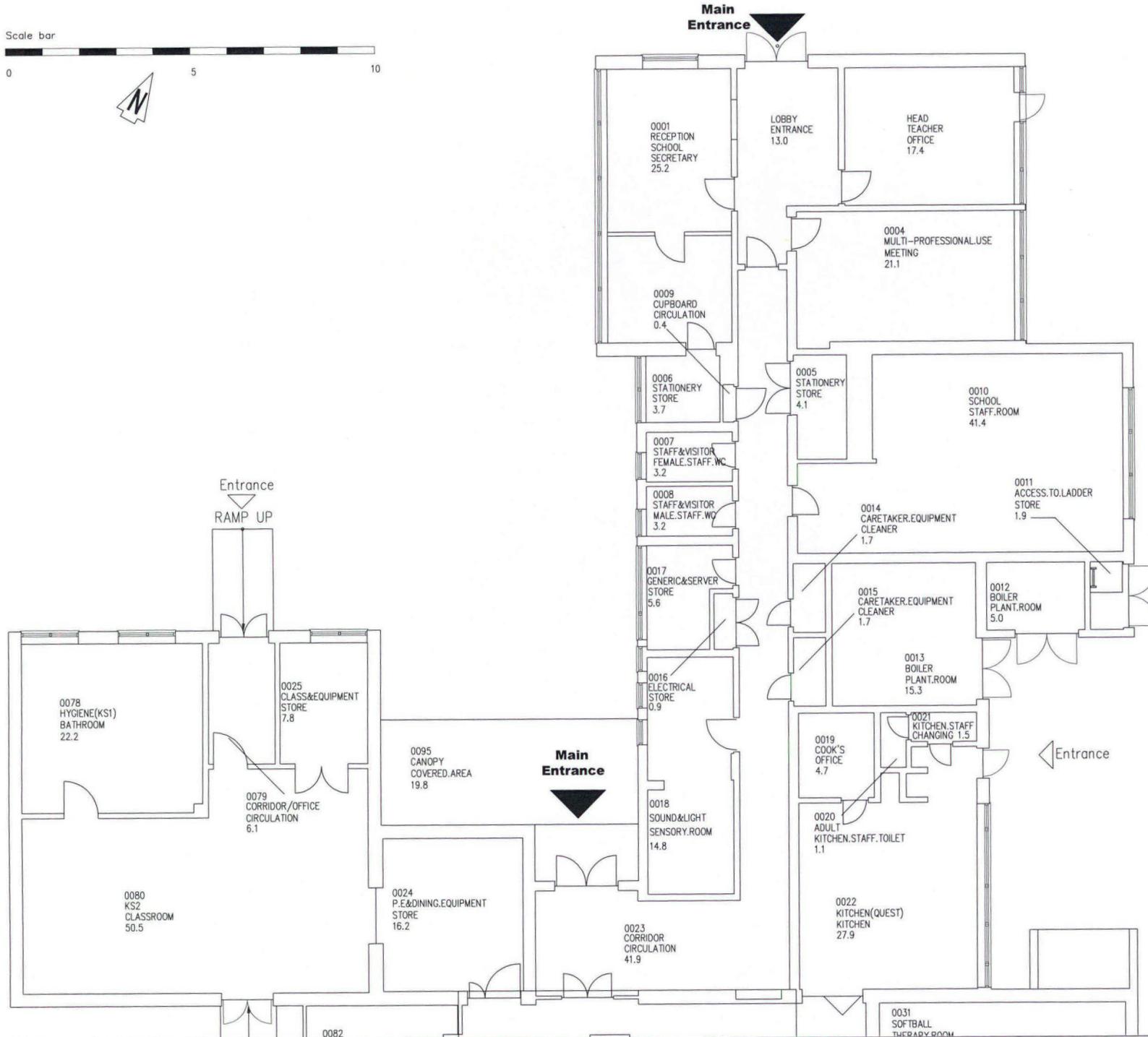
Witness address

Witness occupation Chief operations officer

Scale bar



Main Entrance



NOTES

1.

ORIGINAL PAPER SIZE A1

Check all dimensions on site and immediately report any discrepancies to the Contract administrator

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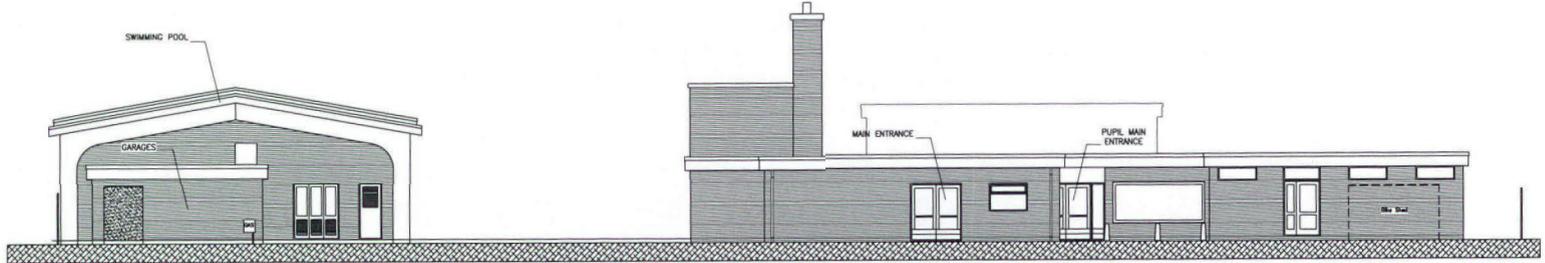


CLIENT
Kingfisher School
 Radley Road
 Abingdon
 Oxon
 OX14 3RR

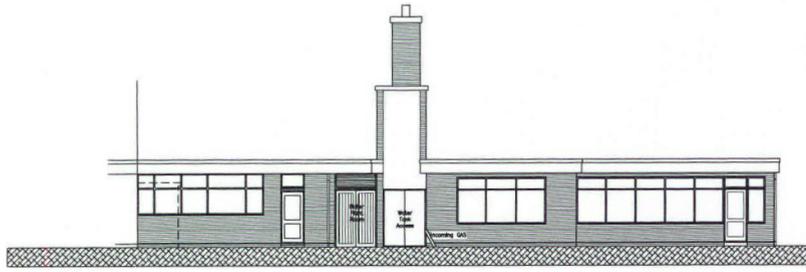
PROJECT
**Proposed Extensions
 and Front of Site
 Development Works**

TITLE
**Existing
 Floor Plan.**

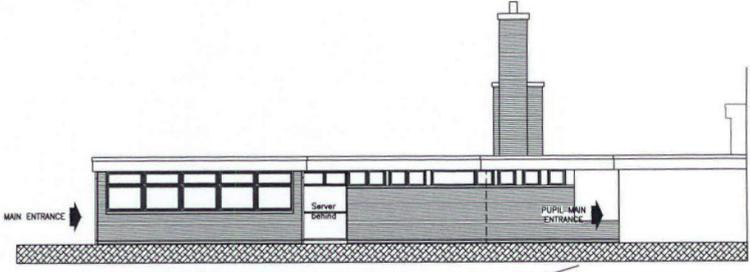
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 DRAWN BY: **SJL** DATE: **Oct 2021**



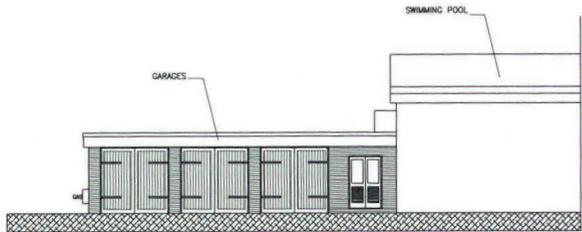
Main North West Facing Elevation



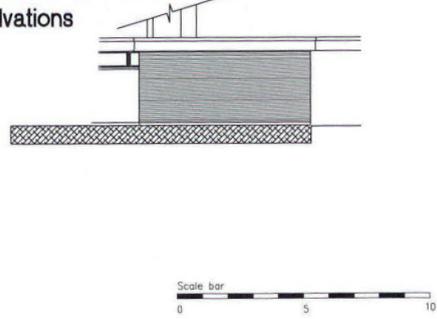
North East Facing Elevation



South West Facing Elevations



South West Facing Elevation - garages



NOTES

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Check all dimensions on site and immediately report any discrepancies to the Contract administrator

REV	DESCRIPTION	DATE

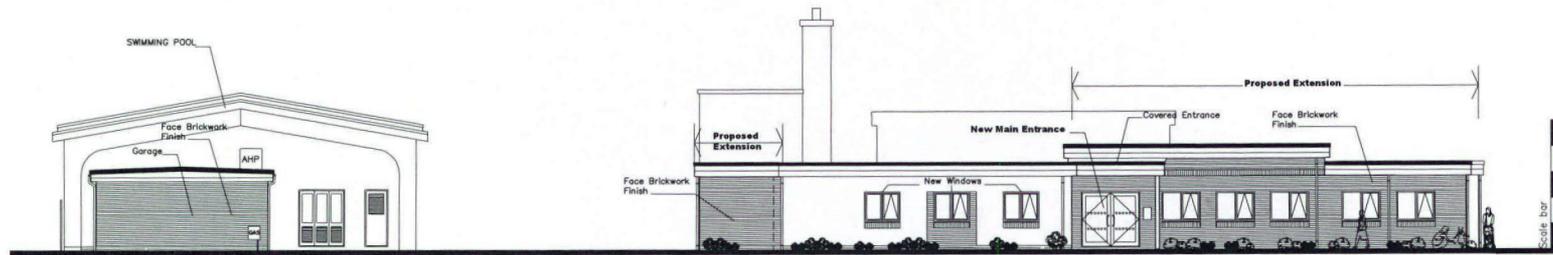


CLIENT
Kingfisher School
 Radley Road
 Abingdon
 Oxon
 OX14 3RR

PROJECT
**Proposed Extensions
 and Front of Site
 Development Works**

TITLE
**Existing
 Elevations.**

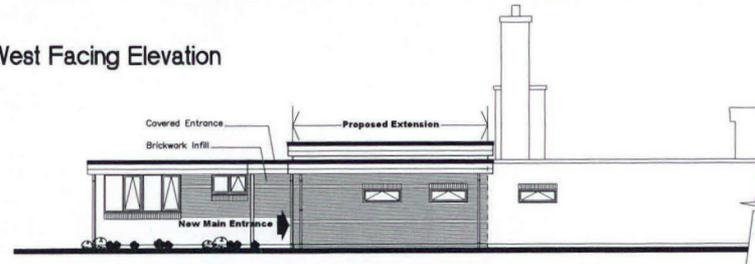
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 DRAWN BY: **SJL** DATE: **Oct 2021**



Proposed Main North West Facing Elevation



North East Facing Elevation



Proposed South West Facing Elevations



South West Facing Elevation - garages



NOTES:

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Check all dimensions on site and immediately report any discrepancies to the Contract administrator

REV	DESCRIPTION	DATE

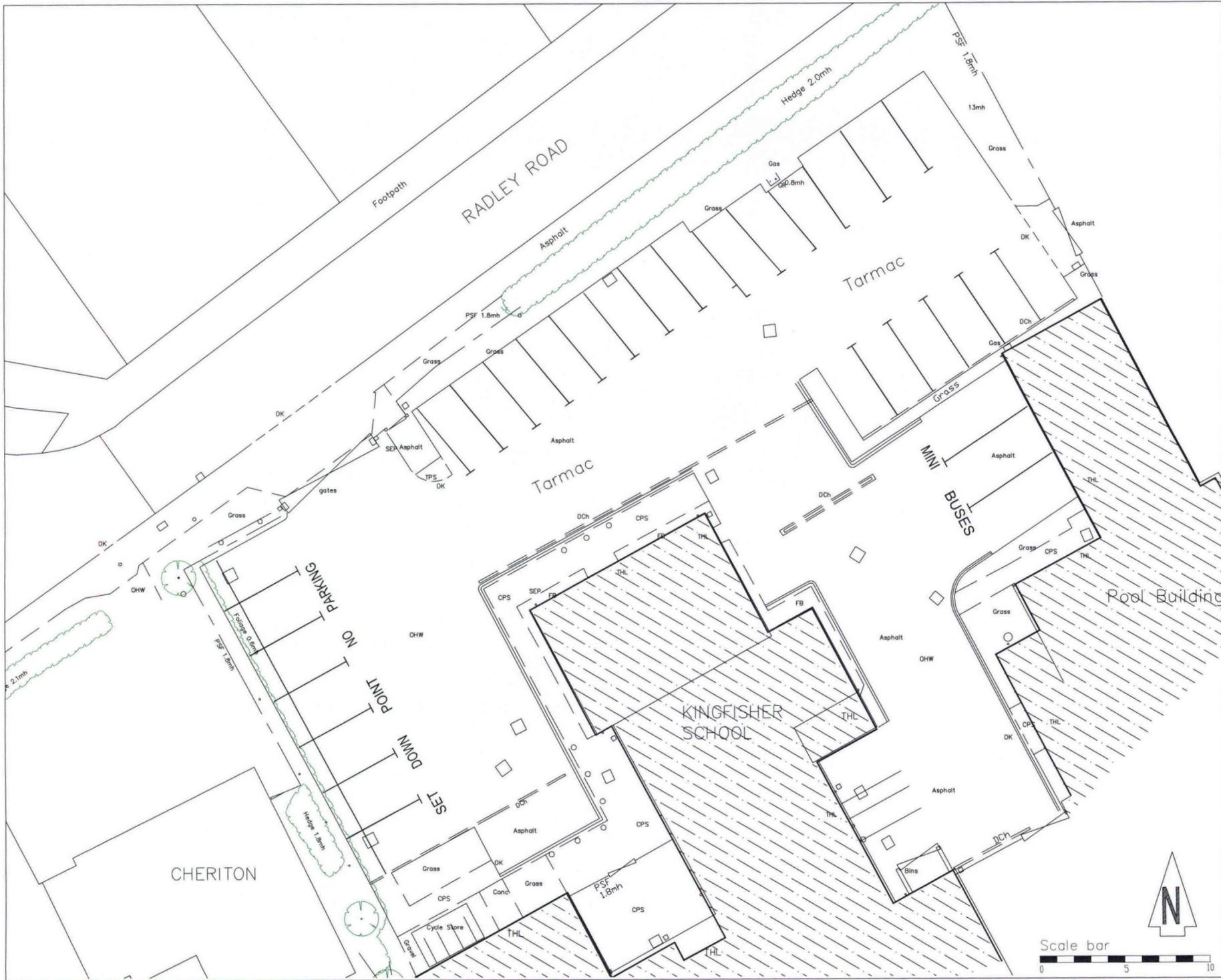


CLIENT:
Kingfisher School
 Radley Road
 Abingdon
 Oxon
 OX14 3RR

PROJECT:
**Proposed Extensions
 and Front of Site
 Development Works**

TITLE:
**Proposed
 Elevations.**

STATUS: **PLANNING** SCALE: **1:100**
 DWG NO: **KNG-B-06** REV: **P1**
 DRAWN BY: **SJL** DATE: **Oct 2021**



NOTES
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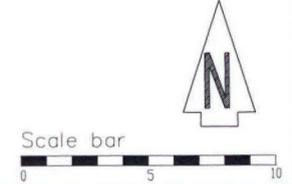


CLIENT:
Kingfisher School
Radley Road
Abingdon
Oxon
OX14 3RR

PROJECT:
Proposed Extensions
and Front of Site
Development Works

TITLE:
**Existing Car
Park Layout**

STATUS: PLANNING SCALE: 1:100
DRAWING No: KNG-B-07 REV: P1
DRAWN BY: SJL DATE: Oct 2021





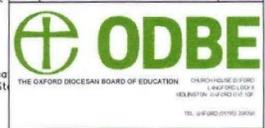
MB - Denotes Mini Bus Parking
 S - Denotes Staff Parking
 V - Denotes Visitors Parking

NOTES:
 1.

ORIGINAL PAPER SIZE A1

Check all dimensions on site and immediately report any discrepancies to the Contract administrator

REV	DESCRIPTION	DATE

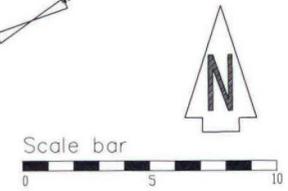


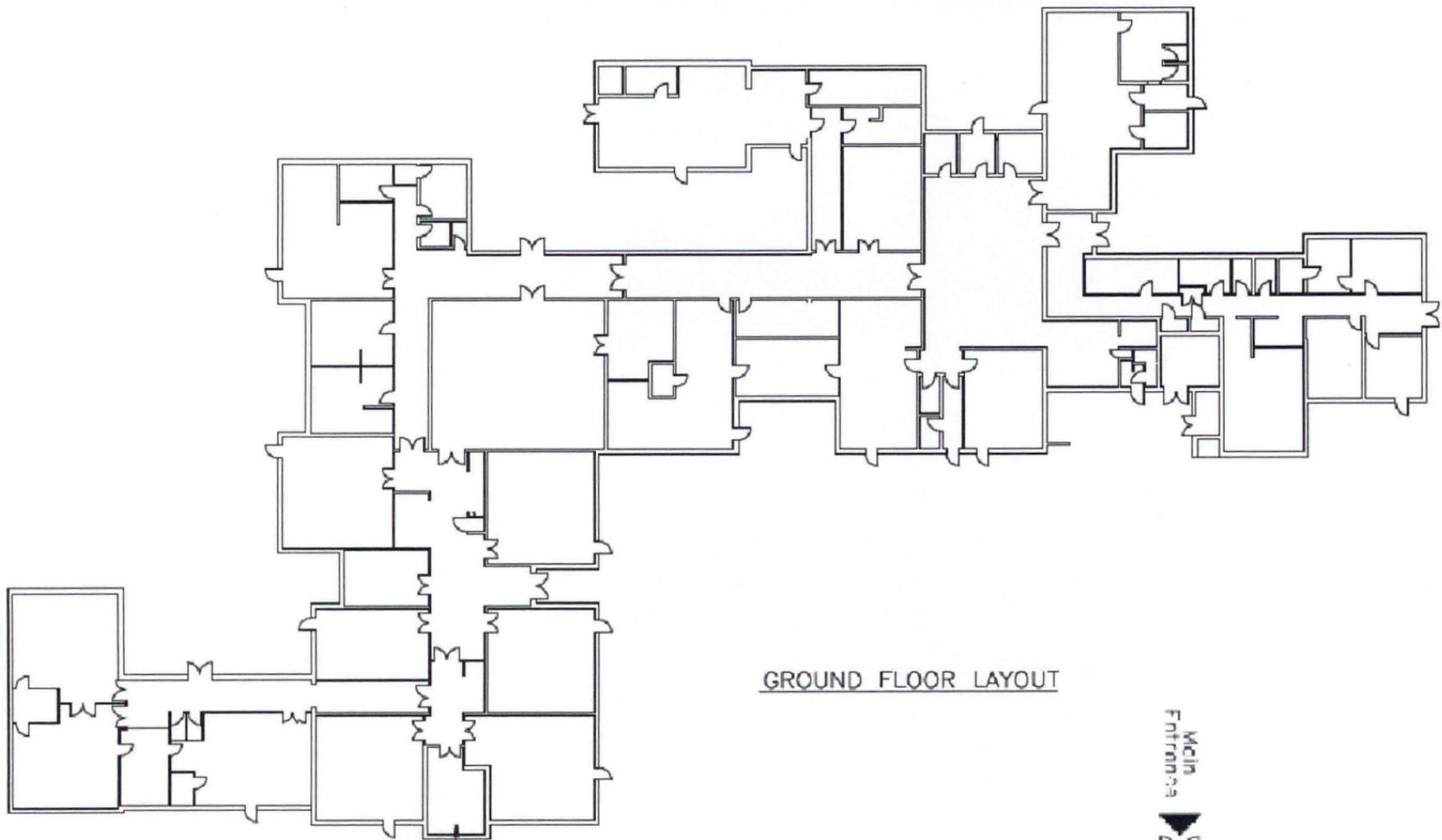
CLIENT
 Kingfisher School
 Radley Road
 Abingdon
 Oxon
 OX14 3RR

PROJECT:
 Proposed Extensions
 and Front of Site
 Development Works

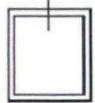
TITLE
**Proposed Car
 Park Layout**

STATUS: PLANNING SCALE: 1:100
 DRAWING NO: KNG-B-08 REV: P1
 DRAWN BY: SJL DATE: Oct 2021

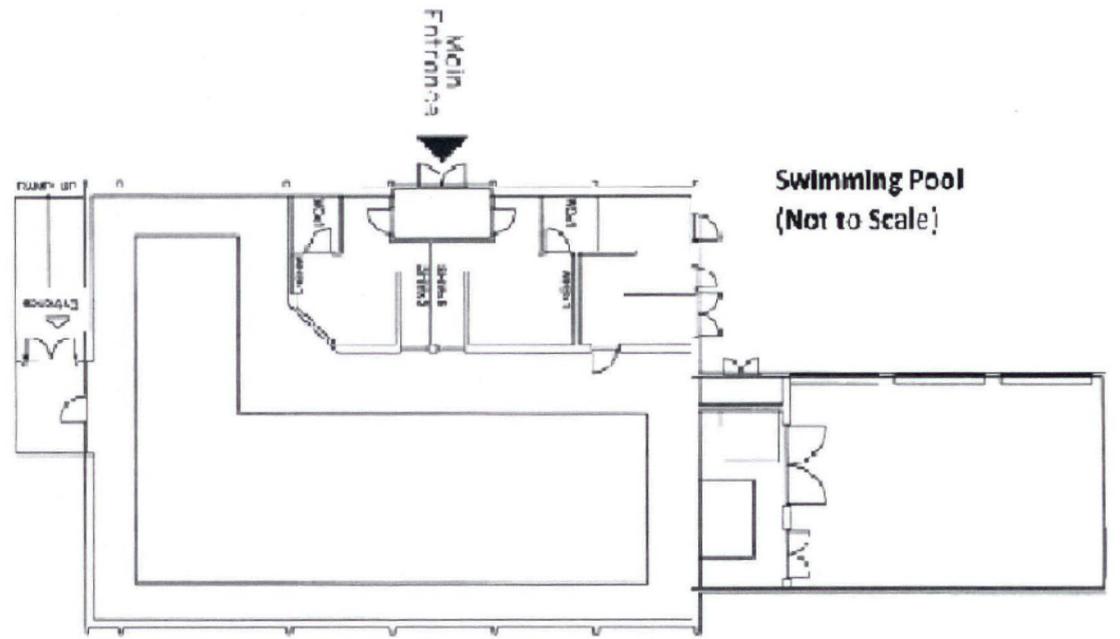




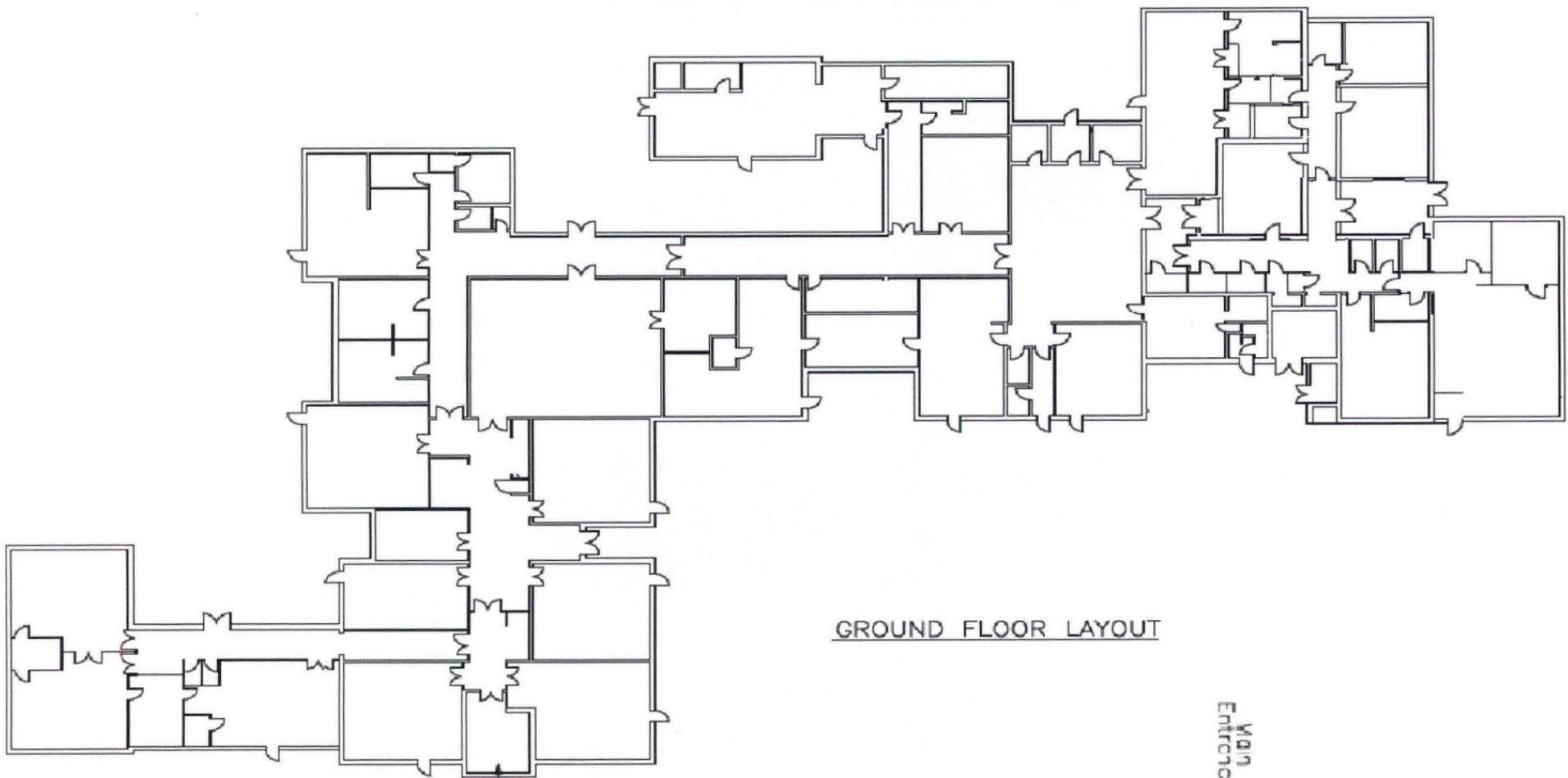
GROUND FLOOR LAYOUT



PLANT ROOM ON ROOF



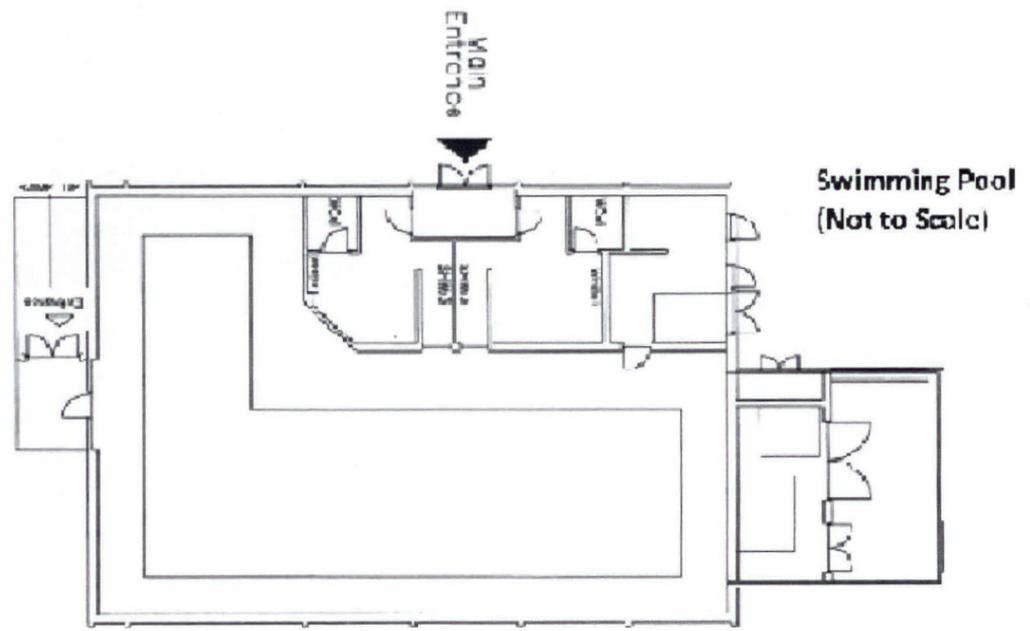
**Swimming Pool
(Not to Scale)**



GROUND FLOOR LAYOUT



PLANT ROOM ON ROOF



**Swimming Pool
(Not to Scale)**