



Reading
Borough Council
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DECISION BOOK

Issue: 609 Date: 8 SEPTEMBER 2020

Decisions set out in the book have been made under delegated powers by the Chief Executive, Executive Directors or the Chief Finance Officer and Monitoring Officer, in consultation either with the relevant committee or Lead Councillor.

The Decision Book process has been altered to suspend the current Councillors' call-in arrangements within the 10-day period after its publication and replace it with the ability during that period for three Councillors to request a retrospective review of the decision in writing to the Head of Legal and Democratic Services.

The decision book can be accessed on the Council's website - www.reading.gov.uk/decisionbooks.

The officer reports accompanying the decisions are attached.

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DECISION BOOK - ISSUE 609 - 8 SEPTEMBER 2020

1. GREEN PARK RAILWAY STATION

<u>DECISION</u>	<u>LEAD COUNCILLOR(S)</u>	<u>WARDS AFFECTED</u>	<u>PAGE NO.</u>
1. GREEN PARK RAILWAY STATION	COUNCILLOR PAGE	WHITLEY	1

This report sets out the decision to vary the existing Development Agreement at Green Park to facilitate the transfer of land and construction of Reading Green Park Railway Station and to serve notice on the landowner to transfer the station land (The Station Land) to the Council in accordance with the Development Agreement.

It is the decision of the Director of Economic Growth and Neighbourhood Services in consultation with the Lead Councillor for Strategic Environment, Planning & Transport that the Development Agreement be varied in accordance with the detail contained within this report and that the deed of variation is entered into, and the transfer of Station Land completed.

2. GAS GOVERNOR SITE ON LAND OFF KING'S MEADOW ROAD

<u>DECISION</u>	<u>LEAD COUNCILLOR(S)</u>	<u>WARDS AFFECTED</u>	<u>PAGE NO.</u>
2. GAS GOVERNOR SITE ON LAND OFF KING'S MEADOW ROAD	COUNCILLOR ROWLAND	ABBEY	5

This report sets out the decision to grant a 99-year lease with 5-year reviews of 8 sq. metres of land off Kings Meadow Road for a gas governor at an initial rent of £1,000 per annum to Southern Gas Networks Plc (SGN).

It is the decision of the Director of Economic Growth and Neighbourhood Services in consultation with the Lead Councillor for Culture, Heritage and Recreation that a lease is completed into on the basis shown in the attached Heads of Terms, subject to any modifications or additions deemed in the interest of the Council by the Head of Legal and Democratic Services.

3. THE HEIGHTS, GOSBROOK ROAD

<u>DECISION</u>	<u>LEAD COUNCILLOR(S)</u>	<u>WARDS AFFECTED</u>	<u>PAGE NO.</u>
3. THE HEIGHTS, GOSBROOK ROAD	COUNCILLOR PEARCE	CAVERSHAM MAPLEDURHAM	13

This report sets out the decision to renew the existing lease on the temporary portacabins currently located at the Heights Primary School and to seek Lead Councillors' agreement with the decision taken under delegated powers.

It is the decision of the Executive Director for Economic Growth and Neighbourhood Services, in consultation with the Leader of the Council, the Lead Councillor for Education, Assistant Director of Finance and relevant Ward Councillors to lease this asset, on the terms set out in paragraph 4.2 of this report and, if required, for the Assistant Director of Lead and Democratic Services to obtain The Secretary of State for Education's general consent under s77 of the Education Act to continue to use part of the school playing field to house the portacabins

READING BOROUGH COUNCIL

REPORT BY THE ASSISTANT DIRECTOR OF LEGAL AND DEMOCRATIC SERVICES

LEAD COUNCILLOR:	COUNCILLOR TONY PAGE		
DATE:	8 SEPTEMBER 2020		
TITLE:	GREEN PARK RAILWAY STATION		
SERVICE:	STRATEGIC TRANSPORT	WARDS:	WHITLEY
AUTHOR:	JAMES CLEMENTS	TEL:	0118 9372602
JOB TITLE:	PROJECT MANAGER	E-MAIL:	James.clements@reading.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 This report sets out the decision to vary the existing Development Agreement at Green Park to facilitate the transfer of land and construction of Reading Green Park Railway Station and to serve notice on the landowner to transfer the station land (The Station Land) to the Council in accordance with the Development Agreement.
- 1.2 A transfer plan identifying the extent of the land to be transferred to the Council is appended at Appendix A.

2. DECISION

- 2.1 It is the decision of the Director of Economic Growth and Neighbourhood Services in consultation with the Lead Councillor for Strategic Environment, Planning & Transport that the Development Agreement be varied in accordance with the detail contained within this report and that the deed of variation is entered into, and the transfer of Station Land completed.

3. POLICY CONTEXT

- 3.1 A Development Agreement was entered into with the Prudential and St Edwards Homes on the 31st March 2009 (The Development Agreement) relating to the Council's 5 Acre site at Green Park 3 North. This Agreement was entered into to enable a planning consent to be implemented encompassing both RBC and private land to provide a major regeneration.
- 3.3 In 2015 an amendment to the Development Agreement was proposed, that subject to planning consent, obligated the developer (SEH Manager Limited and SEH Nominee Limited)_(the Developer) to construct a 2FE school. A Deed of Novation and Variation was entered on the 21st July 2015. The obligations of the Developer are guaranteed by Berkeley Homes plc.

3.4 The Development Agreement was further varied on 21 December 2018 to agree the Council's cost contribution towards the delivery of the school and to facilitate the grant of a long lease of the school to the Secretary of State for a premium payment and which, in turn, is subletting the lease to Reach2 Academy Trust.

3.5 A further deed of variation is now required to incorporate further changes to the Development Agreement as set out below.

4. THE DECISION

4.1 As part of the design development for Green Park Station and Transport Interchange, negotiations have been ongoing regarding the Development Agreement to ensure that the land transfer and associated obligations are operationally deliverable. As such minor amendments to the Development Agreement are now proposed to incorporate the following:

- a) Obligations upon the Council to reimburse the Buyer for works undertaken on behalf of and for the benefit of the transfer land.
- b) Obligations upon the Developer to undertake outstanding utility works required on behalf of the Council; and for the benefit of the transfer land.
- c) Obligations upon the Developer to pay the Council certain costs relating to electrical works undertaken by the Council on behalf of the Developer.
- d) The Council shall grant a car parking licence of 6 spaces to the Developer for a period of no longer than 5 years (in respect of the car park adjoining the station)

4.2 Additionally, there have been some minor amendments to the Transfer document itself, comprising of:

- a) Revised transfer drawing to reflect minor amendments required by both parties to build-out their respective developments.
- b) Inclusion of Service Media Corridor rights to benefit the Council.
- c) Definition of MSCP Land clarified so that the Developer is not impliedly obligated to construct a multi-storey car park adjoining the Council's surface car park, but that if the Developer does so construct a multi-storey car park, it will work the Council in holistically managing both parking facilities.

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 The delivery of Reading Green Park Station will help to deliver the following service priorities in the Council's Corporate Plan 'Shaping Reading's Future: 2018 -2021':

- Securing the economic success of Reading and provision of job opportunities.
- Keeping Reading's environment clean, green and safe.
- Promoting health, education, culture & wellbeing.

6. ENVIRONMENTAL AND CLIMATE IMPLICATIONS

6.1 The Council declared a Climate Emergency at its meeting on 26 February 2019 (Minute 48 refers).

7. COMMUNITY ENGAGEMENT AND INFORMATION

7.1 Section 138 of the Local Government and Public Involvement in Health Act 2007 places a duty on local authorities to involve local representatives when carrying out "any of its functions" by providing information, consulting or "involving in another way".

7.2 The proposal for a new Railway Station at Green Park was subject to full community engagement as part of the planning process.

8. EQUALITY IMPACT ASSESSMENT

8.1 An Equality Impact Assessment will not be relevant to this decision to vary the Development Agreement and Transfer of Station Land to the Council.

9. LEGAL IMPLICATIONS

9.1 It will be necessary for the Council to amend the Development Agreement with SEH Manager Limited and thereafter serve notice on them, warranting that the Council has complied with the conditions for Transfer.

9.2 A transfer of the Station land and a Deed of Variation in respect of the Development Agreement will be entered in.

10. FINANCIAL IMPLICATIONS

10.1 The Council are required to reimburse the Developer £33k for drainage works undertaken on behalf of the Council.

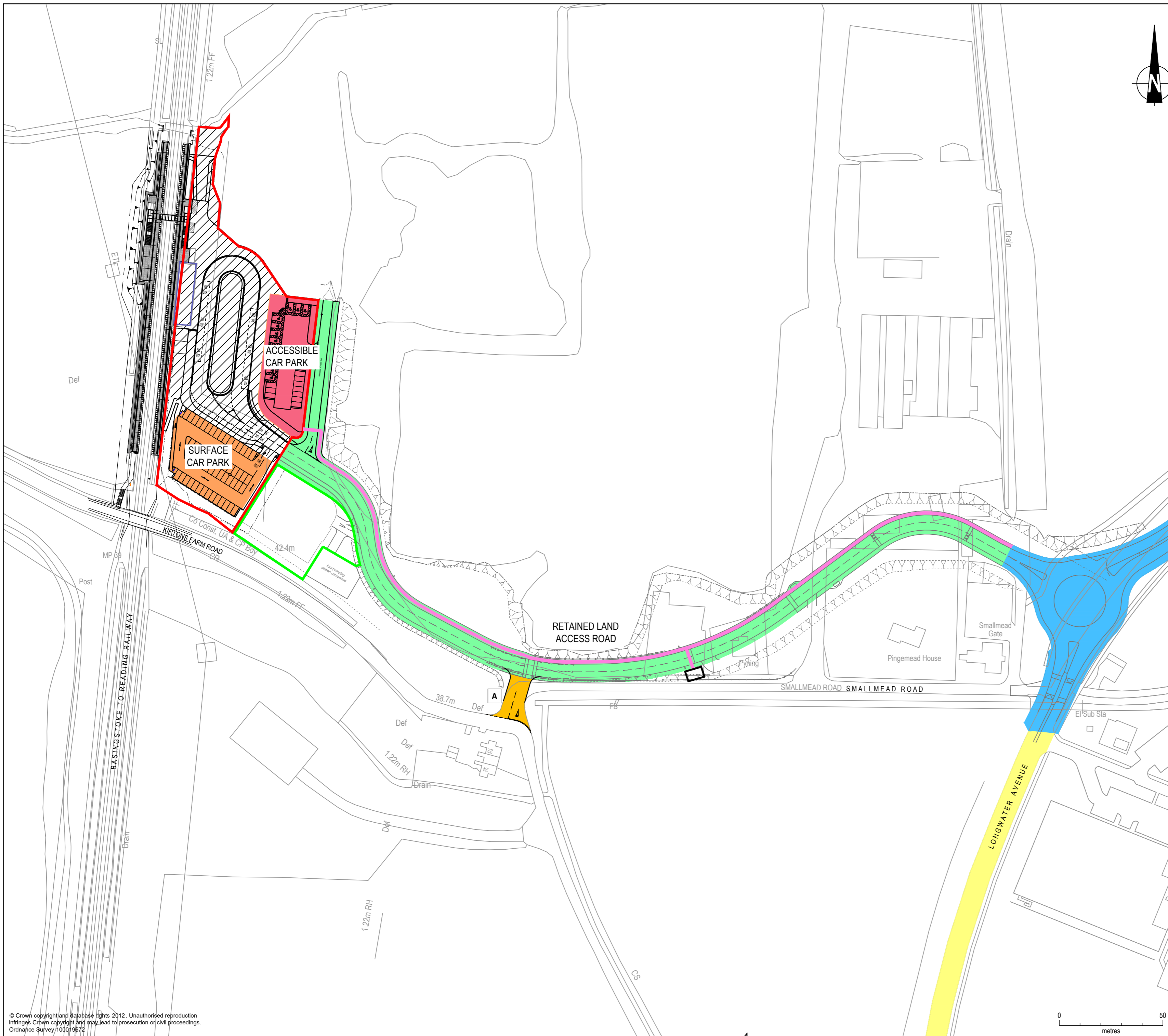
10.2 The Council are required to pay (on an open book basis) the Developer for works undertaken for the provision of an electrical supply to the station and interchange, up to a maximum cost of £30k.

10.3 Both of these are funded from the Green Park Station capital scheme and have been anticipated within the budget agreed at February 2020 Policy Committee.

10.3 The Developer to pay (on an open book basis) the Council for SSE investigation works undertaken on their behalf, up to a maximum cost of £15k.

11. BACKGROUND PAPERS

None



KEY	
	Land To Be Transferred (outside of line - not mid point)
	Longwater Avenue
	Longwater Avenue Roundabout
	MSCP Land
	MSCP Road
	Retained Land Access Road
	Connection to Kirtons Farm Road and Kybes Lane
	Surface Car Park
	Accessible Car Park
	Public Transport Interchange
	1.5m Services Easement Corridor

S	GATED CONNECTION NOTE REMOVED	SF	04.08.20	GR
R	CONNECTION TO KIRTONS FARM RD & KYBES LN ADDED	SF	03.08.20	GR
Q	SERVICE EASEMENT CORRIDOR ADDED	SF	01.07.20	GR
P	NOT ISSUED			
N	NOT ISSUED			
M	Text Updated	SF	16.03.20	GR
L	Site boundary adjusted	SF	18.11.19	GR
K	Site boundary adjusted	SF	24.09.19	GR
J	Site boundary adjusted	SF	02.09.19	GR
I	Site boundary adjusted	SF	22.08.19	GR
H	Site boundary extent amended	SF	02.07.19	GR
G	Colour added to Kybes Lane access	REM	25.06.15	SCM
F	Kybes Lane maintenance access added	REM	12.06.15	SCM
E	Hatching added to interchange area. Green & orange areas revised	REM	03.06.15	SJC
D	Red line and green shading adjusted to incorporate GPV access	REM	13.05.15	SJC
C	Revised as per RBC comments	REM	08.05.15	SCM
B	Revised as per Clarke Willmott comments & scale increased	REM	07.05.15	SCM
A	Revised as per RBC comments of 29.04.2015	REM	29.04.15	SCM
Mark	Revision	Drawn	Date	Chkd

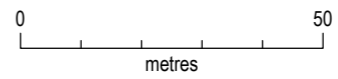
SCALING NOTE: Do not scale this drawing - any errors or omissions shall be reported to Stantec without delay.
 UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty to this is expressed or implied. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake their own investigation where the presence of any existing sewers, services, plant or apparatus may affect their operations.

Drawing Issue Status
DRAFT FOR DISCUSSION

**GREEN PARK STATION
 LAND TRANSFER PLAN**

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Date of 1st Issue	Designed		
29.04.2015	-	REM	
A2 Scale	Checked	Approved	
1:1250 @A2	SJC	-	
Drawing Number	Revision		
28791/002/018	S		

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READING BOROUGH COUNCIL

REPORT BY DIRECTOR OF ECONOMIC GROWTH & NEIGHBOURHOOD SERVICES

LEAD COUNCILLOR:	KAREN ROWLAND		
DATE:	8 SEPTEMBER 2020		
TITLE:	GAS GOVERNOR SITE ON LAND OFF KING'S MEADOW ROAD		
SERVICE:	RECREATION	WARDS:	ABBAY
AUTHOR:	JOHN KULASEK	TEL:	0118 9372762 (72762)
JOB TITLE:	INTERIM TEAM MANAGER PROPERTY ESTATES AND VALUATION	E-MAIL:	john.kulasek@reading.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 This report sets out the decision to grant a 99-year lease with 5-year reviews of 8 sq. metres of land off Kings Meadow Road for a gas governor at an initial rent of £1,000 per annum to Southern Gas Networks Plc (SGN).

2. DECISION

- 2.1 It is the decision of the Director of Economic Growth and Neighbourhood Services in consultation with the Lead Councillor for Culture, Heritage and Recreation that a lease is completed into on the basis shown in the attached Heads of Terms, subject to any modifications or additions deemed in the interest of the Council by the Head of Legal and Democratic Services.

3. POLICY CONTEXT

- 3.1 At Cabinet on 14 February 2005, Minute 148 refers, the Executive Director for Economic Growth & Neighbourhood Services was granted delegated authority to dispose of property at market value, up to a value of £500,000 in consultation with the Lead Councillor, the Lead Councillor responsible for the property in question and the Head of Financial Services; and following consultation with Ward Councillors and leaders of opposition parties.

4. THE DECISION

4.1 Current Position:

The Council has already granted leases to SGN on 2 sites in the locality for gas governor sites, neither of which have proven to be technically feasible to maintain a continuity of supply. It is not proposed that either of the existing leases be

surrendered (both of which have been granted on identical terms to the new lease proposed)

4.2 Options Proposed

To grant a lease for 99 years at an initial rent of £1,000 per annum subject to 5 yearly rent reviews based on increases in RPI.

4.3 Other Options Considered

None

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 To maintain a secure gas supply to support growth in the economy

6. ENVIRONMENTAL AND CLIMATE IMPLICATIONS

6.1 The sub-station will be buried underground so should have minimal impact. However, the applicant will be required to ensure that the installation does not affect the roots of the trees on the site.

7. COMMUNITY ENGAGEMENT AND INFORMATION

7.1 As the current status of the land is open space the Council's Legal Services will advertise the proposal in the local press for 2 consecutive weeks and give a further two-week period to allow any objections. The lease will only proceed if no objections are received as a result of the advertising or if objections are received and the Council's relevant Committee and decides to proceed with the lease. The Tenant will be required to pay for the advertising costs (currently estimated at £900) prior to placing the advertisement. This cost is payable whether the lease proceeds to completion or not

8. EQUALITY IMPACT ASSESSMENT

8.1 An Equality Impact Assessment (EIA) is not relevant to the decision.

9. LEGAL IMPLICATIONS

9.1 This delegation is exercised under the provisions of Minute 148 of the Cabinet on 14th February 2005

9.2 The Council's Head of Legal and Democratic Services will prepare the necessary legal documentation

10. FINANCIAL IMPLICATIONS

10.1 The Council will receive a £1,000 inflation protected income to support the Council's finances.

11. BACKGROUND PAPERS

11.1 Heads of Terms and location plan

READING BOROUGH COUNCIL
REPORT TEMPLATE

FINANCIAL IMPLICATIONS

The financial implications arising from the decision set out in this report are set out below:-

1. Revenue Implications

Use this Table in the report or as an Appendix to set out the revenue implications:

	2018/19 £000	2019/20 £000	2020/21 £000
Employee costs (see note1)			
Other running costs			
Capital financings costs			
Expenditure			
Income from:			
Fees and charges (see note2)			£1,000
Grant funding (specify)			
Other income			
Total Income			£1,000
Net Cost(+)/saving (-)			(£1,000)

The net cost of the decision can be funded from (specify service and approved cost centre budget).

Note 1: Specifying any one off early retirement and redundancy costs. With regard to early retirement costs set out capitalised pension cost and pay back period in a separate paragraph.

Note 2: In a separate table/appendix set out detailed fees and charges decisions and sensitivity analysis.

2. Capital Implications NONE

Capital Programme reference from budget book: page line	2017/18 £000	2018/19 £000	2019/20 £000
Proposed Capital Expenditure			
Funded by			
Grant (specify)			
Section 106 (specify)			
Other services			
Capital Receipts/Borrowing			
Total Funding			

Note: where more than one option is being made it may be easier to set out the above information in an Appendix.

3. Value for Money (VFM)

Given the continuing need to demonstrate VFM please include evidence that the decision offers VFM (e.g benchmarking data)

4. Risk Assessment.

Include relevant comments around any key financial risks associated with the decision(s)

HEADS OF TERMS

Lease of land at 12 King's Meadow Road, Reading

Without Prejudice and Subject to Contract

Landlord:	Reading Borough Council
Tenant:	Southern Gas Networks Plc St Lawrence House Station Approach Horley Surrey RH6 9HJ Company Registration Number: 05167021
Freehold Land Registry Title No:	BK90331
Landlord's Solicitor and Contact Details	John Kulasek Reading Borough Council Head of Legal Services Civic Offices Bridge Street Reading RG1 2LU Telephone Number: 0118 937 2762 E-mail Address: john.kulasek@reading.gov.uk
Landlord's Solicitor and Contact Details:	Reading Borough Council Head of Legal Services Civic Offices Bridge Street Reading RG1 2LU Telephone Number: tbc Email Address: tbc
Tenant's Solicitor:	Tristan Wright SGN Legal Team Southern Gas Networks PLC 1 Forbury Place 43 Forbury Road Reading RG1 3JH Telephone Number: 0118 953 4295

	Email Address: Tristan.wright@legal.sse.com
Tenant's Agent:	Alice Hammersley Dalcour Maclaren 1 Staplehurst Farm Bicester OX25 3QU Telephone Number: 01285 708502 Email Address: Alice.hammersley@dalcourmaclaren.com
Location:	Land at 12 King's Meadow Road, and which is shown coloured in pink on the plan enclosed with these Heads of Terms.
Demised Area:	Eight metres squared (8m ²).
Rent:	£1000.00 per annum.
Premium:	None.
Term Start Date:	The date on which the Lease completes.
Term:	99 years.
Rent Review:	Every 5 years, from the Term Start Date, in line with the Retail Price Index.
Legal and Surveyor Costs:	The Tenant will contribute £1000.00 towards the Landlord's proper and reasonable legal costs on completion of the Lease.
User Clause:	The Tenant agrees that it shall use the Demised Area as the site for a gas governor mechanism.
Rights Granted:	<p>(1) The Tenant will have unrestricted vehicular access to the Demised Area via that route which is shown coloured brown on the plan enclosed.</p> <p>(2) The Lease shall include rights for the Tenant to install pipes under those areas shown coloured in brown and pink on the plan enclosed reference 151569_PLN_LE_2.1.</p>

<p>Reinstatement Provisions:</p>	<p>The Tenant shall, at its expense, reinstate the Demised Area to a condition that is satisfactory to the Landlord (acting reasonably) at the expiration (or sooner determination) of the Term.</p>
---	--

Signed on behalf of Reading Borough Council

Signed: Dated:
Print Name:

Signed on behalf of Southern Gas Networks PLC

Signed: Dated:
Print Name:

Key:
 Lease Area
 Access

Notes:

Grantor:
Reading Borough Council

Signed:

Date:

Location:
Land north & west of Kings Meadow Road, Reading, RG1 8BN

Coords: 471852, 173905

Scheme Name:
Napier Road, Reading

Drawing Name:
Lease Plan

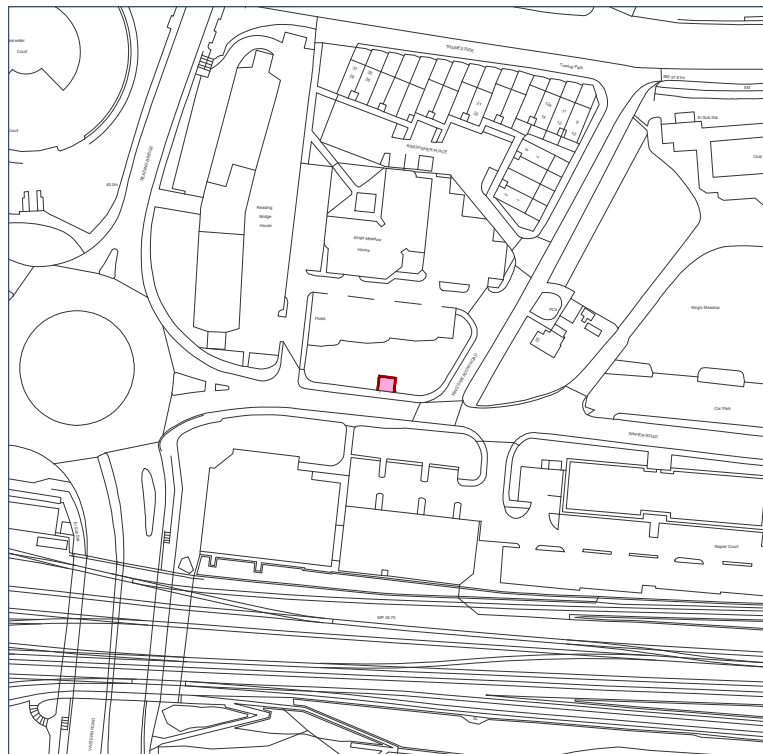
Drawing No: 151569_PLN_LE_2.1

Rev	Date	Description
-	31.10.2019	First Issue

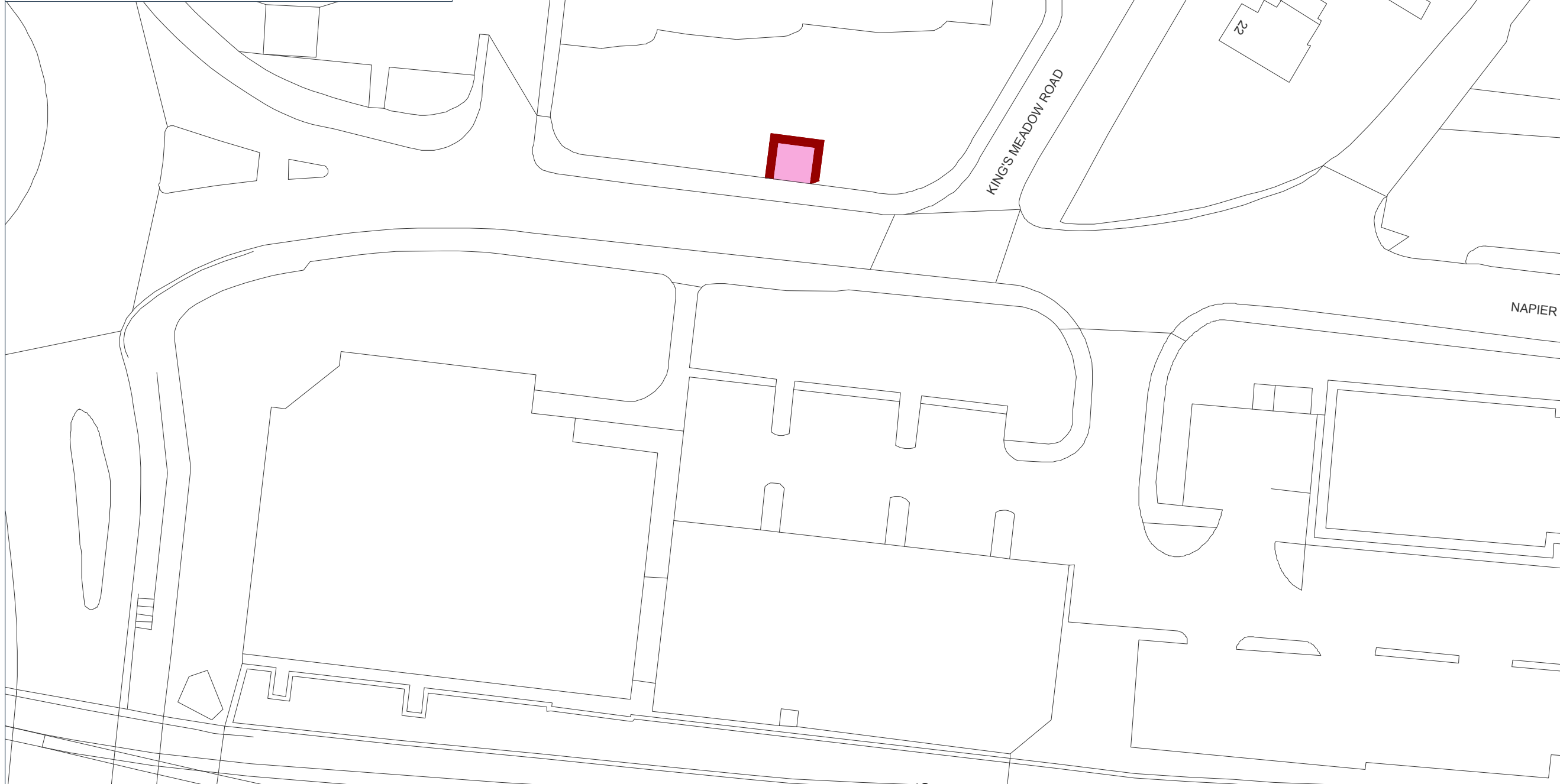
Drawn: SG/PJU
Approved: JB/AH
Sheet No: 1 of 1
Sheet Size: A3



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Location Plan Scale 1:2500



Site Plan Scale 1:500

READING BOROUGH COUNCIL

REPORT BY DIRECTOR EXECUTIVE DIRECTOR OF ECONOMIC GROWTH & NEIGHBOURHOOD SERVICES

LEAD COUNCILLOR:	ASHELY PEARCE		
DATE:	8 SEPTEMBER 2020		
TITLE:	THE HEIGHTS, GOSBROOK ROAD		
SERVICE:	EDUCATION	WARDS:	CAVERSHAM MAPLEDURHAM
AUTHOR:	JOHN KULASEK	TEL:	0118 937 2762 / 72762
JOB TITLE:	INTERIM TEAM MANAGER PROPERTY ESTATES AND VALUATION	E-MAIL:	john.kulasek@reading.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 This report sets out the decision to renew the existing lease on the temporary portacabins currently located at the Heights Primary School and to seek Lead Councillors' agreement with the decision taken under delegated powers.

2. DECISION

- 2.1 It is the decision of the Executive Director for Economic Growth and Neighbourhood Services, in consultation with the Leader of the Council, the Lead Councillor for Education, Assistant Director of Finance and relevant Ward Councillors to lease this asset, on the terms set out in paragraph 4.2 of this report and, if required, for the Assistant Director of Lead and Democratic Services to obtain The Secretary of State for Education's general consent under s77 of the Education Act to continue to use part of the school playing field to house the portacabins.

3. POLICY CONTEXT

- 3.1 At Cabinet on 14 February 2005, Minute 148 refers, the Executive Director for Economic Growth & Neighbourhood Services was granted delegated authority to dispose of property at market value, up to a value of £500,000 in consultation with the Lead Councillor, the Lead Councillor responsible for the property in question and the Head of Financial Services; and following consultation with Ward Councillors and leaders of opposition parties.

4. THE DECISION

4.1 Current Position:

The portacabins located at The Heights Primary School are leased to the school at a rent of £15,000 per annum for a term which expires on the 31 August 2020. An extension to the lease is required as the construction of the new school at Mapledurham has been delayed by poor ground conditions and completion is not now anticipated to be completed until Summer 2021. A planning application for a 1-year extension to the temporary permitted use of the portacabins has been submitted by the EFSA.

4.2 Options Proposed

To lease the property on a 1-year term from the 31 August 2020 on terms outlined in the attached Heads of Terms.

4.3 Other Options Considered

None

5. CONTRIBUTION TO STRATEGIC AIMS

5.1 With rising demand for school places across Reading, the ongoing temporary use of the portacabins, will allow the completion of the new school which will increase overall school place capacity.

5.2 The new school will support the establishment of Reading as a learning City and a stimulating and rewarding place to live and visit

6. ENVIRONMENTAL AND CLIMATE IMPLICATIONS

6.1 The new school will be more energy efficient than the portacabins reducing the overall carbon footprint of the school's accommodation.

7. COMMUNITY ENGAGEMENT AND INFORMATION

7.1 As the matter will be considered by the planning committee with appropriate public consultation, it is not considered necessary to carry out any additional consultations.

8. EQUALITY IMPACT ASSESSMENT

8.1 An Equality Impact Assessment is not relevant to the decision

9. LEGAL IMPLICATIONS

9. The Council's Assistant Director of Legal and Democratic Services will prepare the necessary legal documentation.

9.2 This delegation is exercised under the provisions of Minute 148 of Cabinet on 14 February 2005.

10. FINANCIAL IMPLICATIONS

10.1 The financial effect will be a continuation of the £15,000 income for a further 12 months

11. BACKGROUND PAPERS

11.1 Proposed Heads of Terms and site plan

READING BOROUGH COUNCIL
REPORT TEMPLATE

FINANCIAL IMPLICATIONS

The financial implications arising from the decision set out in this report are set out below:-

1. Revenue Implications

Use this Table in the report or as an Appendix to set out the revenue implications:

	2018/19 £000	2019/20 £000	2020/21 £000
Employee costs (see note1) Other running costs Capital financings costs			
Expenditure			
Income from: Fees and charges (see note2) Grant funding (specify) Other income	£15,000	£15,000	£15,000
Total Income			
Net Cost(+)/saving (-)	(£15,000)	(£15,000)	(£15,000)

The net cost of the decision can be funded from (specify service and approved cost centre budget).

Note 1: Specifying any one off early retirement and redundancy costs. With regard to early retirement costs set out capitalised pension cost and pay back period in a separate paragraph.

Note 2: In a separate table/appendix set out detailed fees and charges decisions and sensitivity analysis.

2. Capital Implications - NONE

Capital Programme reference from budget book: page line	2017/18 £000	2018/19 £000	2019/20 £000
Proposed Capital Expenditure			
Funded by Grant (specify) Section 106 (specify) Other services Capital Receipts/Borrowing			
Total Funding			

Note: where more than one option is being made it may be easier to set out the above information in an Appendix.

3. Value for Money (VFM)

Given the continuing need to demonstrate VFM please include evidence that the decision offers VFM (e.g benchmarking data)

4. Risk Assessment.

Include relevant comments around any key financial risks associated with the decision(s)

HEADS OF TERMS: LEASEHOLD ACQUISITION FS0280

The form of lease will be as per the Existing Lease dated 20/5/2018 between the parties save where amended only in accordance with the agreed Heads of Terms.

HEADS OF TERMS: LEASEHOLD ACQUISITION FS0280

(1 YEAR LEASE AT £15,000 PER ANNUM WITHOUT PREMIUM)

- 1. Landlord** Reading Borough Council
- 2. Landlord's Agent** John Kulasek Interim, Reading Council
john.kulasek@reading.gov.uk 07765 160441
- 3. Tenant** The Heights Primary School,
82 Gosbrook Road,
Caversham,
Reading,
Berkshire,
RG4 8BH
Company number 08334593
- 4. Tenant's Agent** DfE Internal Property team. Property Team advisor: Paul Mullen. Paul.mullen@education.gov.uk
- 5. Tenant's Solicitor** Trowers & Hamlins LLP of 3 Bunhill Row London EC1Y 8YZ
FAO Patrick Morris pmorris@trowers.com
- 6. Property** As set out in the Existing Lease
- 7. Form of Lease** As per the Lease between the Landlord and the Tenant dated 20 May 2018 ("Existing Lease") save where amended only in accordance with the agreed Heads of Terms.
- 8. Term** The Lease will commence on 31/08/2020 for a term of 1 year with a Tenant's break right exercisable at anytime on giving not less 6 week's notice to the Landlord. There will also be a landlords break exercisable 6 weeks after completion of the new school.

9. Tenant's Rights

As set out in the Existing Lease

10. Assignments, underletting : As set out in the Existing Lease

11. Insurance

The Tenant under the Lease will insure the property from completion. Where the Tenant is a member of the Risk Protection Arrangement such risks as are covered by the Risk Protection Arrangement

12. Repair

As per the Existing Lease

13. Alterations

13.1 Structural alterations are not permitted.

13.2 The Tenant can make internal decorative and non-structural alterations to the Property without the landlord's prior written consent.

13.3 The Tenant can erect signs on the outside of the Property or that would be visible from the outside of the Property with the landlord's prior written which cannot be unreasonably withheld or delayed.

14. Secretary of State Consent

The Landlord and the Tenant will work together to obtain any consent of the Secretary of State for Education required under Section 77 of the Standard and Framework Act 1998 as soon as possible.

15. Conditions Precedent for Completion

15.1 The Tenant obtaining an extension to the temporary planning permission for the temporary modular classrooms plus school toilets/washrooms plus administrative space for a 1 year duration at the Property.

15.2. The property owner agrees to work with the Reading Borough Council Parks team to fence off an area of the adjacent Westfield Road Recreation Ground

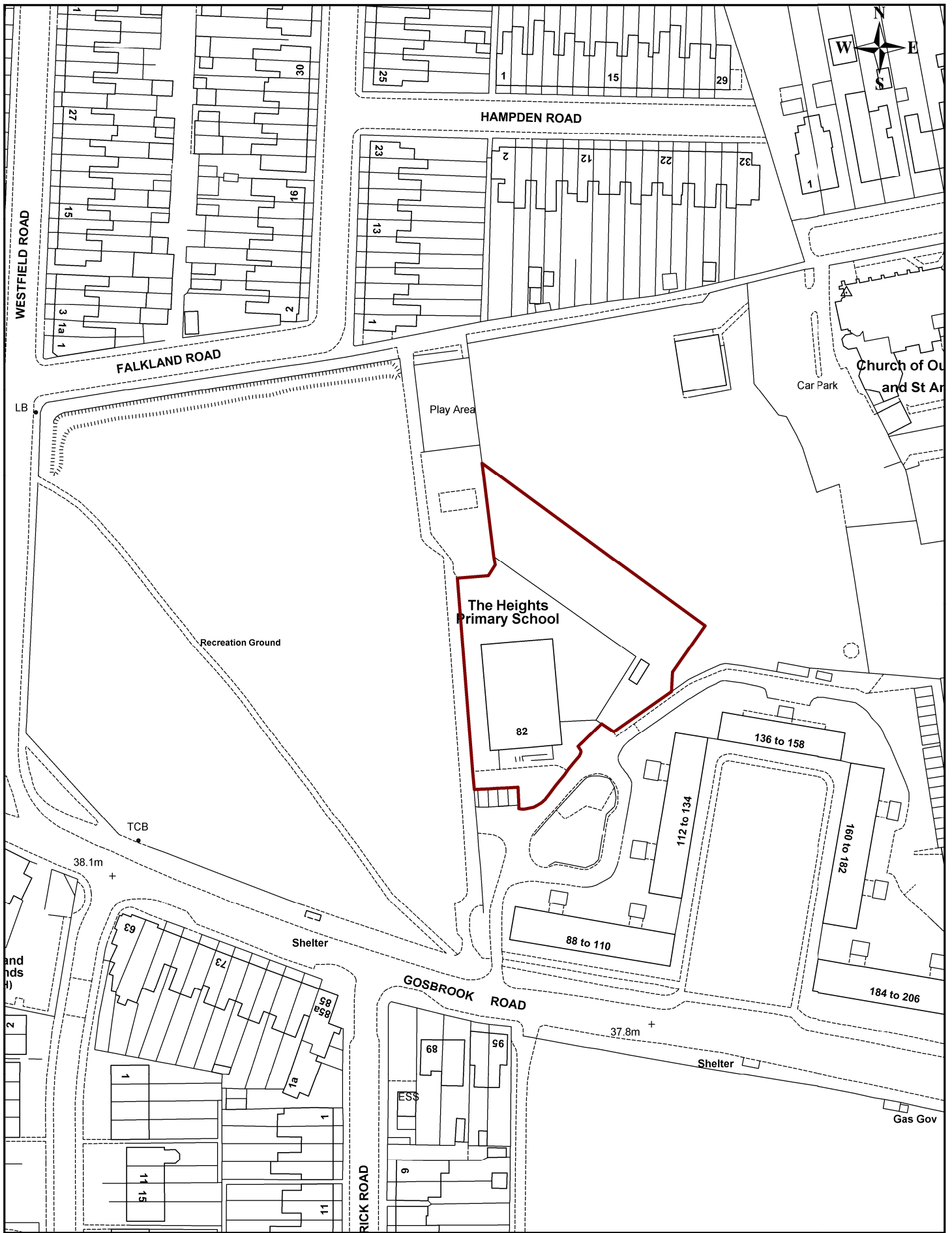
for use by the tenant as school playing field during school hours.

16.Costs

The EFA will contribute £2,000, inclusive of VAT towards RBC's costs in completing the lease.

17.O & M

The Landlord will provide EFA staff, or their representatives access to and obtain a copy of the site's health and safety files and the Operational and Maintenance Manuals including Planned, Preventative Maintenance Schedules and full site drawings and schematics. This information will include, but not limited to the 5 year electrical certificate, the asbestos management plan, survey, register and risk assessment, the L8 Water Risk Assessment including all associated documentation (i.e. 5 year water temperature records) and the Fire Risk Assessment.



Title: 82 Gosbrook Road, Caversham, Reading

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