

Local Members' Interest	
Philip Atkins	East Staffordshire District – Uttoxeter Rural

Charities and Trusts Committee 15 June 2021

**Land forming part of The Richard Clarke First School Schoolhouse Lane,
Abbots Bromley, Rugeley WS15 3BT**

Proposal

1. Richard Clarke First School (“the School”) is a community school has been approved by the Secretary of State to convert to an Academy on the 1 September 2021 and will join the Uttoxeter Learning Trust (“Academy Trust”).
2. As part of the conversion process Staffordshire County Council as corporate landowner and Local Education Authority (“County Council”) are required to grant a lease of the land and buildings used by the School to the Academy Trust.
3. The DfE Academy Order is attached at Appendix 1, a copy of this order has been given to the County Council.
4. The School currently occupies land edged red, coloured blue and pink on Plan 1 at Appendix 2 (“School Land”).
5. The area of land coloured blue and possibly the school building coloured pink on Plan 1 are potentially owned by the “Trustees of the time being of Richard Clarke Primary School Abbots Bromley in the County of Stafford”.
6. By a conveyance dated the 10 November 1980 made between the County Council (1) and the Richard Clarke Primary School Charity the County Council (2) (“the Conveyance”) an area of 170 sq. yds of land was conveyed to the trustees of the Richard Clarke Primary School Charity a copy is attached at Appendix 3.
7. Richard Clarke School Endowment Abbots Bromley is registered at the Charity Commission under charity number 528466 a copy of the charity details are attached at Appendix 4. The Charity Commission states the Charity does not own land or lease land or property.
8. In 2003 the County Council transferred many of these single school beneficiary charities over to the schools where there was no land or property involved and Richard Clarke Primary was one of these schools that is why the trustees as listed as the governing body of the Richard Clarke First School.

9. A Trust Deed dated 26 June 1925 shown at Appendix 5 for what appears to be the same charity refers to land held for the purposes of a public elementary school, which may or may not be the land shown coloured pink on Plan 1.
10. Staffordshire County Council as the potential Charity Trustee ("Charity Trustee") seek approval to grant a tenancy at will over the land shown on Plan 2 shown at Appendix 6 between the County Council, the Charity Trustee and the Academy Trust which will be substantially based on the current Department for Education (DfE) template tenancy at will shown at Appendix 7, save for amendments relevant to the individual circumstances affecting the School. To allow the School to convert on the 1 September 2021.
11. The DfE has accepted this proposal on the balance of probabilities that either the County Council will turn out to own the freehold of the land on Plan 2 either in its corporate capacity or as Charity Trustee.
12. All the necessary paperwork associated with the academy conversion must be agreed with the DfE by Monday 2 August 2021, it is doubted that the ownership issues will be resolved by this date. So, a tenancy at will over the land on Plan 2 is a temporary alternative to an academy lease agreed by the DfE to allow the school to convert on the 1 September 2021.
13. There will of course be an element of risk if it transpires that the County Council or the Charity Trustee do not hold the freehold of the land on Plan 2. However, if the Charity Trustee is comfortable with this and the County Council are also willing to grant the tenancy at will then the Academy Trust can proceed with this proposal.
14. The County Council wrote to the Charity Commission on the 12 March 2021 to ask for their assistance in establishing if any of the School Land is own by the County Council as Charity Trustee. The Charity Commission did not acknowledge receipt until the 18 May 2021. The Charity Commission have asked for further information and copy documents, which were sent on the 18 May 2021. The Charity Commission have not responded further. Until it can be established who own the land on Plan 2 an Academy Lease cannot be granted.

Report of the Director for Strategy, Governance and Change

The Staffordshire County Council's role as a Charity Trustee

1. Trustees have and must accept ultimate responsibility for directing the affairs of a charity, ensuring that it is solvent, well-run and delivers the charitable outcomes for the public benefit for which it has been set up.
2. Local Authorities are well suited to being a charity trustee as they are:-

- rooted in the local community.
 - open and transparent in their dealings.
 - highly accountable for their actions, and
 - have the high standards of public conduct embedded in the way they work.
3. Charity trustees have a duty to act solely in the best interests of the charity and its beneficiaries with a view to furthering its charitable purposes and for no other purpose whatsoever. They must also ensure that any charitable assets are managed independently and prudently in accordance with their charitable purpose and any restrictions in the charity's governing document.
 4. The Committee is aware that the Academies Act 2010 allows maintained schools to become Academies by applying to the Secretary of State for conversion to academy status.
 5. As part of the conversion process, governing bodies of academy schools are entitled to a 125 year full repairing insuring lease at a peppercorn rent forming part of the principal operational school site subject to rights to be reserved and lease back of any County Council facilities (if any).

Summary

6. The School is due to convert to an Academy on 1 September 2021. The County Council is required to grant to the Academy Trust a 125 year lease (of the land owned by the County Council in its corporate capacity) shown edged on Plan 3 at Appendix 8 based on the template lease that the DfE has developed for this purpose.
7. The County Council's property sub-committee of the 4 November 2020 approved the grant of the Academy Lease of the land shown on Plan 3. The County Council have also approved the grant of a tenancy of will over the land on Plan 2.
8. It is uncertain who owns the part of the School Land, on Plan 2. It is either owned by County Council in its corporate capacity or as Charity Trustee. This must be further investigated upon receipt of a response from the Charity Commission to establish ownership.
9. A tenancy at will be granted between the County Council, Charity Trustee and Academy Trustee to allow the School to convert on the 1 September 2021.

Recommendations

10. The Committee is invited to recommend that the Committee:
- (a) notes that the School Land on Plan 2 may be owned by either the County Council in its corporate capacity or Charity Trustee;
 - (b) agrees that the County Council and Charity Trustee grant to the Academy Trust a tenancy at will of the School Land on Plan 2, to facilitate and complete the academy conversion process;
 - (c) continues ongoing correspondence with the Charity Commission to establish ownership of the land on Plan 2;
 - (d) if the land on Plan 2 is in the ownership of the Charity Trustee apply to the land registry to register the land in the Conveyance and rectify title number SF551798;
 - (e) delegates authority to agree the terms of the tenancy at will and to take such other actions as may be necessary to implement the decision in (b) (c) and (d) above, to the Director of Corporate Services.

Background

11. That by way of a Scheme dated the 26 June 1925 certain endowments known as the Richard Clarke Charity and accruing to the benefit of the Richard Clarke Grammar School at Abbots Bromley were ordered to be administered by the County Council as trustees.
12. The location of the elementary school referred to in the Scheme at paragraph 1 (a) and paragraph 2 is unknown.
13. The land referred to in the Scheme at paragraph 1 (b) has been disposed of in accordance with the relevant Charities legislation and consent of the Charity Commission.
14. We have been unable to locate any title deeds for the land coloured pink on Plan 1 so it is not known how the land coloured pink was acquired.
15. On the 3 September 1929, 13 April 1949 and 5 May 1949 the County Council purchased land for a "replacement school site" this land was registered at H M Land Registry in 2009 under title SF551798 this included land coloured pink on Plan 1. A copy of the title plan for SF551798 is shown at Appendix 9.
16. We have been unable to ascertain how the land coloured pink on Plan 1 was registered under title number SF551798 in the name of the County Council in its corporate capacity.
17. The land contained in the Conveyance was not included in the registration and remains unregistered.

18. After an extensive search of legal and estates files, County Council minutes, and the deed packet for the School Land we have been unable to locate any information, agreed terms, correspondence or committee approvals relating to the decision to transfer the land in the Conveyance to the Trustees of the Richard Clarke Primary School Charity.
19. The land contained within the Conveyance is informal garden land at the front of the School. We cannot find any information as to why the land was conveyed to The Trustees of the Richard Clarke Primary School Charity. We have approached the School and they understood that the land is owned by the County Council and the land has only been used as garden area and they are unaware of the Conveyance or of any development or extension at the School that the land would have been used for.
21. It has been established that the Charity did own land and various properties under the original foundation which was on the opposite side of Schoolhouse Lane. These land and properties have subsequently been sold in accordance with the Charities legislation and the relevant Charity Commission consents.

Equalities Implications

13. The statutory functions discharged by the Charity Trustee are subject to a separate and distinct statutory regime underpinned (principally) by the Charities Act 2011, Trustee Act 2000, and relevant Charity Commission guidance. These are non-executive functions and are therefore not subject to the Equalities Act 2010 provisions. However, no decision is made until the Charity Trustee has determined it is expedient in the interests of the charity to grant a tenancy at will to the Academy Trust.

Legal Implications

14. Management and governance arrangements for charitable trusts are set out in the constitution under which they were established. Charity trustees in making decisions must also comply with Charities Act 2011, Trustee Act 2000, other relevant legislation, and guidance issued by the Charity Commission. The assets of a charity must be used in accordance with charitable law, and the Scheme failing which this will give rise to a breach of trust. Trustees have a duty to preserve the assets of trust. Decisions made by the charity must be expedient in the interests of the charity at all times. The disposal of trust assets is an exceptional event and must be in line with appropriate professional advice. All valuation advice conforms to the requirements in part 7 Charities Act 2011 for the disposition of trust land. The grant of a tenancy at will is not a disposal for these purposes.

Resource and value for Money Implications

15. There are few financial implications for the Charity Trustee other than exposure to the legal fees associated with the grant of the tenancy at will to the Academy Trust and the registration of the land once ownership is established. These legal costs will be paid by the County Council as part of the overall academy conversion process for the School.

Risk Implications

16. There is little risk to the Charity Trustee associated with the grant of the tenancy at will. The School will be administered by the Academy Trust in accordance with the academy lease granted by the County Council and the tenancy at will granted by the County Council and the Charity Trustee.
17. There is more risk to the Academy Trust if the tenancy at will is not completed as the Academy Trust will not be able to convert to an Academy on 1 September 2021.

Conclusions

18. The Guidance Notes to the Academies Act 2010 recommend that all land and buildings used by a school prior to its conversion to academy status be transferred by way of a 125 year lease. The grant of the lease by the County Council and the Charity Trustee is the most appropriate means of formalising occupation. However, in this case until it can be established who owns the land in Plan 2 a tenancy at will is proposed. There is no authority delegated to officers to approve the grant of the tenancy at will and thus specific approval is required to delegate that decision to officers in this instance.
19. Children and Education Services supports this report and the recommendations made.

Decision of the Charities and Trust Committee

20. That the Committee approves:
 - (i) the grant of a tenancy at will between the County Council, the Charity Trustee and the Academy Trust of the School Land shown on Plan 2 on the terms set out in the tenancy at will at Appendix 7;
 - (ii) authorises the ongoing correspondence with the Charity Commission to establish ownership of the School Land shown on Plan 2;
 - (iii) if the land on Plan 2 is in the ownership of the Charity Trustee apply to the land registry to register the land in the Conveyance and rectify title number SF551798; and
 - (iv) authorises the Director Corporate Services to prepare, negotiate,

execute, seal, and complete all necessary legal documentation to give effect to the above decisions.

Report Author:

Legal Services Unit, Staffordshire County Council

Appendix 1 – Academy Order



Rt Hon Gavin Williamson CBE MP
Secretary of State

Sanctuary Buildings Great Smith Street Westminster London SW1P 3BT
tel: 0370 000 2288 www.education.gov.uk/help/contactus

To: The Chair of Governors of The Richard Clarke First School
Staffordshire County Council

ACADEMY ORDER

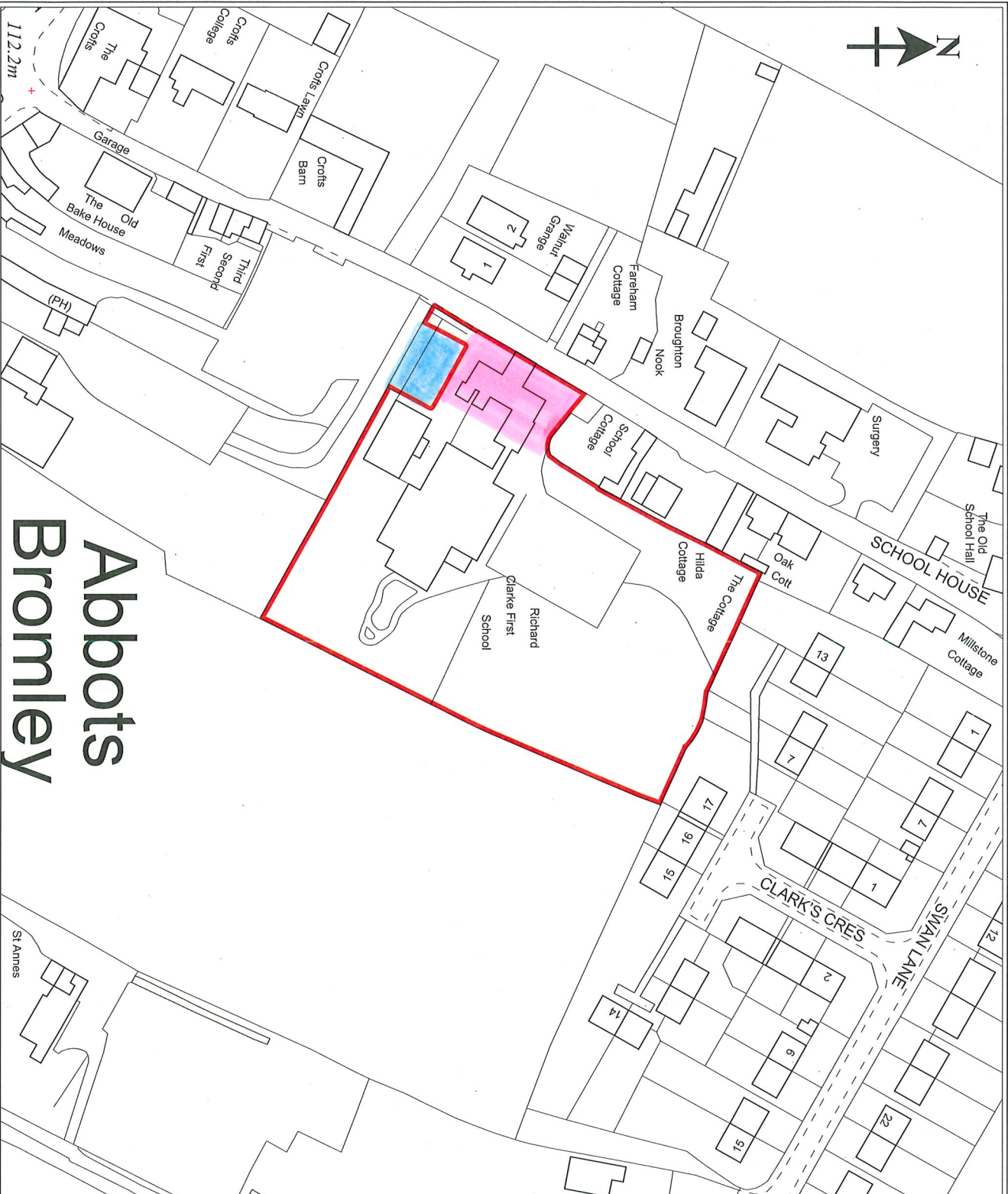
1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date The Richard Clarke First School shall be converted into an Academy.
3. The conversion date shall be the date that the school opens as an Academy further to and as provided for in Academy arrangements made further to section 1 of the Academies Act 2010.
4. On the conversion date Staffordshire County Council shall cease to maintain The Richard Clarke First School.
5. The independent school standards (as defined in section 157(2) of the Education Act 2002) are to be treated as met in relation to the Academy on the conversion date.

Signed on behalf of the Secretary of State for Education by:

Signed:..... Date: 17 December 2020

Andrew Warren,
Regional Schools Commissioner

Appendix 2 – Plan 1



Abbots Bromley



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Appendix 2

Plan 1

Plot Centre (BNG):
Easting: 408177
Northing: 324702

Scale 1:1250

Date: 18-AUG-2020

Plan Ref: 1:1250 @ A4

Title:
The Richard Clarke First School, School House Lane, Abbots Bromley, Rugeley WS15 3BT

Appendix 3 – Conveyance 10 November 1980

15. 21A

THIS CONVEYANCE is made the 10th day of November One thousand nine hundred and eighty BETWEEN STAFFORDSHIRE COUNTY COUNCIL (hereinafter called "the County Council") of the one part and STAFFORDSHIRE COUNTY COUNCIL (hereinafter called "the Trustees") of the other part

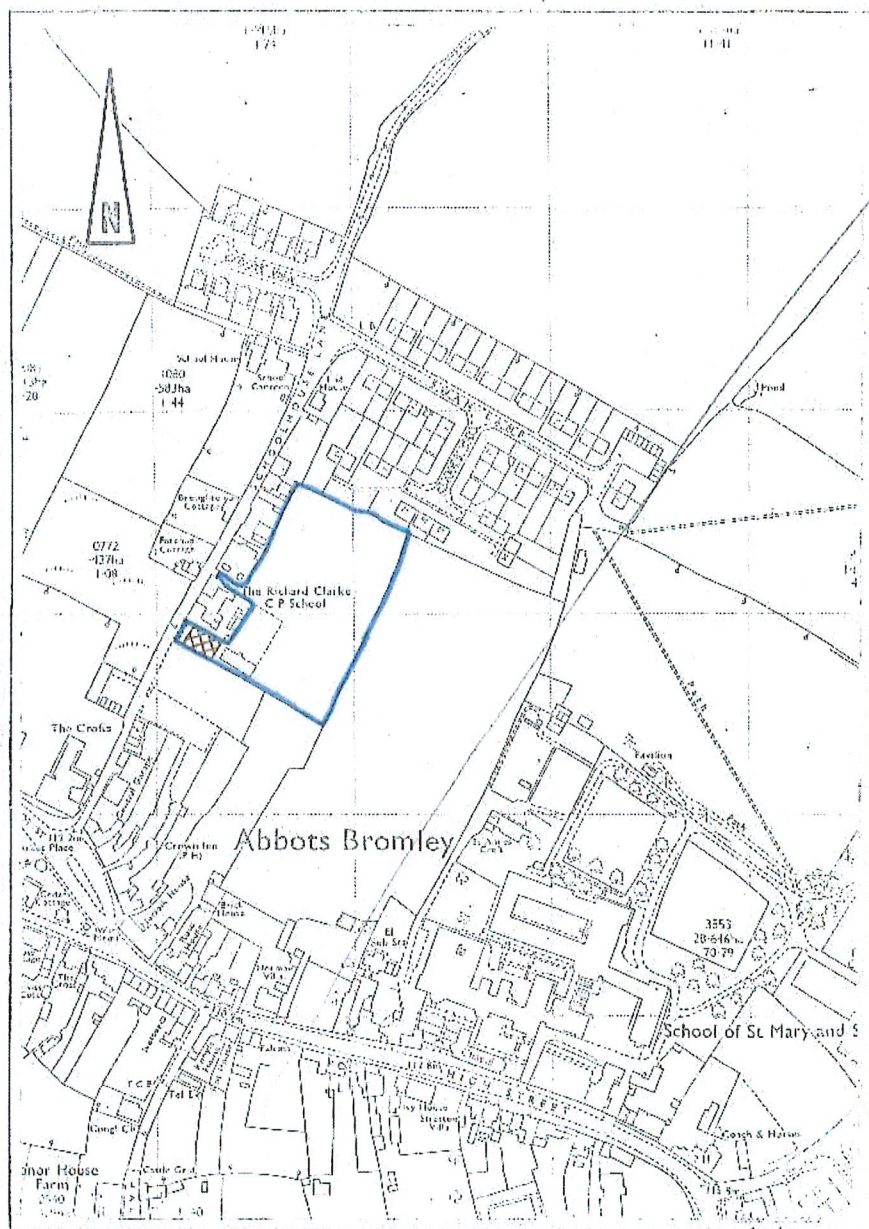
WHEREAS the County Council as Education Authority for the County of Stafford is seized in fee simple in possession free from incumbrances of (inter alia) the property hereinafter described and is desirous of conveying the same unto the Trustees upon with and subject to the trusts powers and provisions in manner hereinafter declared

AND WHEREAS the Trustees are the trustees for the time being of The Richard Clarke Primary School Abbots Bromley School Charity (hereinafter called "the Charity")

NOW THIS DEED WITNESSETH as follows:-

1. The County Council as settlor freely and voluntarily and without any valuable consideration hereby conveys unto the Trustees ALL THAT plot piece or parcel of land for identification purposes shown hatched brown on the plan annexed hereto and containing an area of one hundred and seventy square yards (170 sq yds) or thereabouts and being part of the Richard Clarke Primary School Abbots Bromley in the County of Stafford TO HOLD the same UNTO the Trustees in fee simple UPON TRUST for themselves as Trustees of the Charity
2. It is hereby declared and certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed exceeds the sum of Twenty thousand pounds (£20,000)

IN WITNESS whereof the County Council has caused its Common Seal to be hereunto affixed the day and year first before written



Staffordshire County Council
**Richard Clarke C.P. School,
 Abbots' Bromley.**

SCALE **1/2500**

DRAWN BY **C.A.S.** DATE **1974**

TRACED BY **C.A.S.** DATE **ES**

E. M. RILEY B.A.
 COUNTY PLANNING OFFICER
 MARTIN STREET STAFFORD ST21

4614
 2150
 ES

2014, 2150/ES

C. D. W. 110 624

The Common Seal of Staffordshire County Council
was hereunto affixed in the
presence of:-

J. Beech

) A Member of
) the Council

B. Price

) Deputy Clerk
)



DATED *the 10th day of November* 1980

STAFFORDSHIRE COUNTY COUNCIL

- to -

THE TRUSTEES OF THE RICHARD
CLARKE PRIMARY SCHOOL CHARITY

C O N V E Y A N C E

of a plot of land containing 170
sq yds situate at and being part of
the Richard Clarke Primary School
Abbots Bromley in the County of
Stafford

J.R.P. Hughes, Esq.,
County Clerk & Chief Executive,
County Buildings,
Martin Street,
Stafford.
ST16 2LH

4/DF/12/2150(A)

CS/7

**Appendix 4 – Richard Clarke School Endowment Abbots Bromley Charity
Overview**

[Log in to digital service \(https://portal.update-charity-details.service.gov.uk/\)](https://portal.update-charity-details.service.gov.uk/)

About the register of charities > Search results

Search Q

Richard Clarke School Endowment Abbots Bromley



Charity reporting is up to date (on time)

Charity number: 528466

Charity overview

Activities - how the charity spends its money

To provide additional learning equipment for the children of The Richard Clarke First School, Abbots Bromley which in turn promotes their learning and well being in life.

Income and expenditure

Data for financial year ending 31 March 2020

Total income: £3,631

Total expenditure: £11,700

People



1 Trustee(s)

Employees with total benefits over £60,000

No information available

Fundraising
No information available

Trading
No information available

Trustee payments
No information available

What, who, how, where

What the charity does:	Education/training Arts/culture/heritage/science Amateur Sport
Who the charity helps:	Children/young People
How the charity helps:	Makes Grants To Organisations
Where the charity operates:	Staffordshire

Governance

Registration history:	09 July 1964: Standard registration
Organisation type:	Other
Other names:	ABBOTS BROMLEY SCHOOL ENDOWMENT (Previous name)
Gift aid:	Not recognised by HMRC for gift aid
Other regulators:	No information available
Policies:	Investment
Land and property:	This charity does not own and/or lease land or property

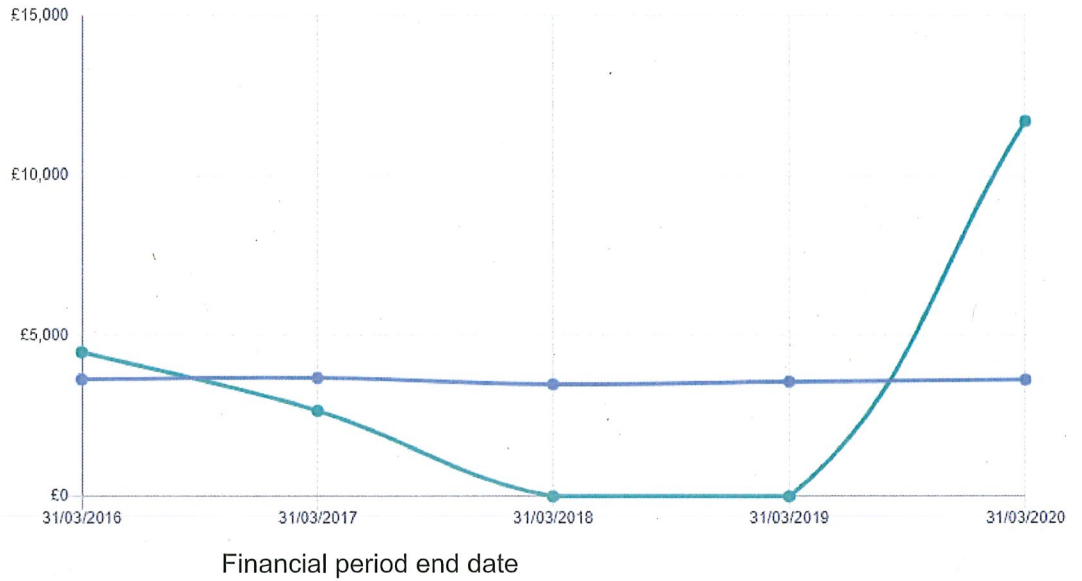
Trustees

Trustees are the people responsible for controlling the work, management and administration of the charity on behalf of its beneficiaries. Generally trustees are treasurer, chair, board member etc. The trustees are responsible for keeping this list up to date and can do this by updating their details as they happen through the [online service](#)

1 Trustee(s)

Name	Role	Date of appointment	Other trusteeships	Reporting status of other trusteeships
GOVERNING BODY	Trustee		None on record	

Financial history



	Income / Expenditure	31/03/2016	31/03/2017	31/03/2018	31/03/2019	31/03/2020
<input checked="" type="checkbox"/>	Total gross income	£3.65k	£3.69k	£3.49k	£3.57k	£3.63k
<input checked="" type="checkbox"/>	Total expenditure	£4.50k	£2.67k	£0	£0	£11.70k
<input checked="" type="checkbox"/>	Income from government contracts	N/A	N/A	N/A	N/A	N/A
<input checked="" type="checkbox"/>	Income from government grants	N/A	N/A	N/A	N/A	N/A

Accounts and annual returns

This table shows the charity's record of submitting annual returns, accounts and trustees' annual report (TAR) for the last five financial periods.

Title	Reporting year	Date received	Received	Download
Annual return	31 March 2020	22 January 2021	On time	
Accounts and TAR	31 March 2020	Not Required		
Annual return	31 March 2019	23 January 2020	On time	
Accounts and TAR	31 March 2019	Not Required		
Annual return	31 March 2018	10 December 2018	On time	
Accounts and TAR	31 March 2018	Not Required		
Annual return	31 March 2017	29 January 2018	On time	
Accounts and TAR	31 March 2017	Not Required		
Annual return	31 March 2016	28 January 2018	362 days late	
Accounts and TAR	31 March 2016	Not Required		

Governing document

Details of the type of governing document the charity has and when it was established.
It is not the full text of the charity's governing document.

SCHEME DATED 16TH MAY 1893, AS VARIED BY SCHEME DATED 26TH JUNE 1925, AS AMENDED ON 23 APRIL 2003 BY A RESOLUTION PASSED UNDER THE PROVISIONS OF SECTION 74(2)(D) OF THE CHARITIES ACT 1993 as amended on 18 Nov 2019

Charitable objects

PUBLIC ELEMENTARY SCHOOL FOR BOYS. ASSISTING PUPILS TO OBTAIN EDUCATION OTHER THAN ELEMENTARY. ARRANGING FACILITIES FOR ATTENDING TO THE HEALTH OF PUPILS. OTHERWISE PROMOTING THE EDUCATION OF PUPILS.

Area of benefit

The area the charity can operate in, as set out in its governing document.

PARISH OF ABBOTS BROMLEY

Contact information

Address: RICHARD CLARKE COUNTY FIRST
SCHOOL
SCHOOL HOUSE LANE
ABBOTS BROMLEY
RUGELEY
WS15 3BT

Phone: 01283840206

Email: office@richardclarke.staffs.sch.uk

Website: No information available

Appendix 5 – Scheme dated 26 June 1925

Sealed 26 June 1925.
No. 1904 E.

County—**STAFFORD.**
Parish—**ABBOTS BROMLEY.**
Foundations—

1. Richard Clark's School.
2. Property conveyed to former School Board by Indenture of 3rd November, 1875.

Scheme.

SCHEME MADE BY THE BOARD OF EDUCATION UNDER THE CHARITABLE TRUSTS ACTS,
1853 TO 1894.

Endowments to which Scheme relates.

1. This Scheme relates to the following Endowments, of which the Staffordshire Local Education Authority are the Trustees, in the Parish of Abbots Bromley, in the County of Stafford :—

- (a) The endowment (other than premises for the time being used for school purposes) of the Foundation called Richard Clark's School now regulated by a Scheme made under the Endowed Schools Acts on 16th May, 1893.
- (b) The endowment representing property conveyed to the former School Board for Abbots Bromley by Indenture of 3rd November, 1875, now regulated by a Scheme of 28th March, 1899, of the Charity Commissioners.

The School.

2. References in this Scheme to "the School" shall be construed as references to the Public Elementary School or Schools for the time being provided by the Local Education Authority in the Parish of Abbots Bromley, whether in the premises of Richard Clark's School or otherwise.

Administration and Title.

3. The said endowments (including the particulars specified in the Schedule to this Scheme) shall be administered as a single fund by the Local Education Authority as Trustees, in conformity with the provisions of the Scheme of 16th May, 1893, as altered by this Scheme, under the name of the ABBOTS BROMLEY SCHOOL ENDOWMENT.

Application of Income.

4. Clause 11 of the Scheme of 16th May, 1893, is repealed, and the net income of the Endowment shall be applied by the Trustees in one or more of the following ways :—

- (a) In assisting pupils to attend schools, institutions, or classes for purposes of education other than elementary, by paying their fees or travelling or other incidental expenses, or by providing them with maintenance allowances; provided that candidates for these benefits shall be boys or girls who have for not less than two years at any time attended the School and who, in the opinion of the Trustees, are in need of financial assistance.
- (b) In making arrangements for attending to the health or physical condition of children attending the School.
- (c) In otherwise promoting the education, including social and physical training, of children attending the School.

Questions under Scheme.

5. Any question as to the construction of this Scheme, or as to the regularity or the validity of any acts done or about to be done under this Scheme, shall be determined conclusively by the Board of Education, upon such application made to them for the purpose as they think sufficient.

Interpretation.

6. The Interpretation Act, 1889, applies to the interpretation of this Scheme as it applies to an Act of Parliament.

SCHEDULE OF PROPERTY.

Description.	Extent or Amount.	Tenant or Persons in whose Name invested.	Yearly Income.
	£ s. d.		£ s. d.
<i>1. Richard Clark's Endowment.</i>			
Consols	166 7 4	The Trustees	4 3 0
Yearly rent of land in Whiston Eaves under lease expiring on 2nd November, 2612...	—	—	20 0 0
Cash in hand	218 2 6	—	—
<i>2. Endowment of Property conveyed to School Board.</i>			
India 3 per cent. Stock	55 14 5	The Trustees	1 13 3
Cash in hand	35 16 8	—	—
		Total	£ 25 16 3

This Schedule is made up to 31 March 1925.

The Board of Education order that the foregoing Scheme be established.

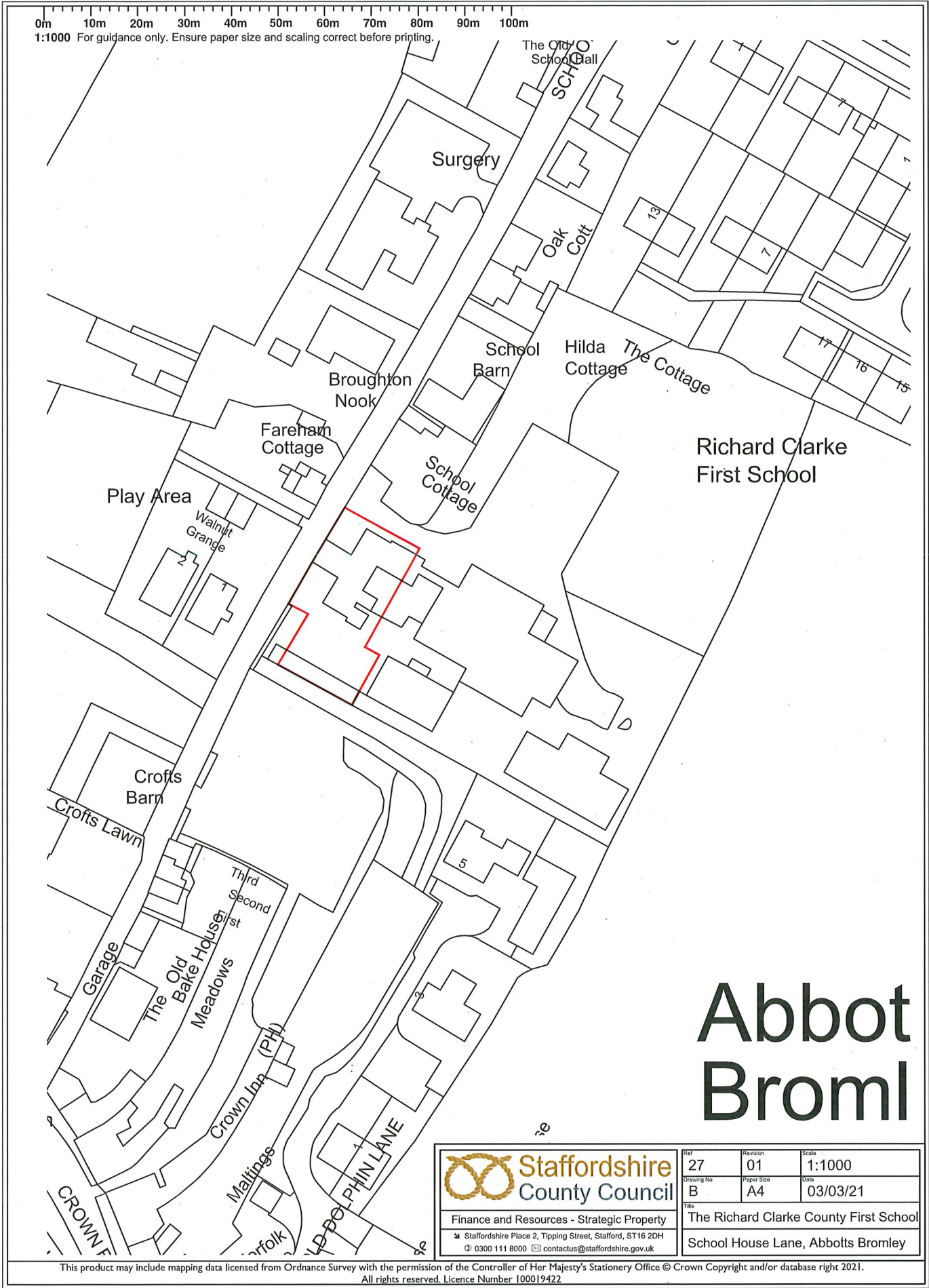
Sealed this 26th day of June 1925.

H. J. Simmonds



Appendix 6 – Plan 2

Plan 2 Appendix 6



Abbot Bromley

Staffordshire County Council		Ref: 27 Drawing No: B	Revision: 01 Paper Size: A4	Scale: 1:1000 Date: 03/03/21
Finance and Resources - Strategic Property Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH 0300 111 8000 contactus@staffordshire.gov.uk		The Richard Clarke County First School School House Lane, Abbots Bromley		

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Appendix 7 – Draft Tenancy at Will

DATED

TENANCY AT WILL

relating to

**The Richard Clarke First School Schoolhouse Lane
Abbots Bromley, Rugeley WS15 3BT**

Between

(1) STAFFORDSHIRE COUNTY COUNCIL

and

**(2) STAFFORDSHIRE COUNTY COUNCIL AS TRUSTEES OF THE RICHARD
CLARKE SCHOOL ENDOWMENT ABBOTS BROMLEY**

- and -

(3) UTTOXETER LEARNING TRUST

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THIS AGREEMENT is dated

2021

PARTIES

- (1) **STAFFORDSHIRE COUNTY COUNCIL** and **STAFFORDSHIRE COUNTY COUNCIL AS TRUSTEES OF THE RICHARD CLARKE SCHOOL ENDOWMENT ABBOTS BROMLEY** of 1, Staffordshire Place, Tipping Street, Stafford, ST16 2DH ("the **Landlord**")
- (2) **UTTOXETER LEARNING TRUST** (Company No 10547353) a company limited by guarantee whose registered office is at Thomas Alleyne's High School, Dove Bank, Uttoxeter, Staffordshire ST14 8DU ("the **Tenant**")

AGREED TERMS

1. INTERPRETATION

The following definitions apply to this agreement:

Commencement Date: means the

2021

Conducting Media: means all sewers drains channels pipes watercourses gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment which may from time to time be laid in under or over any part of the Property and through which the water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services either run or may from time to time run

Insured Risks: means the risks of loss or damage by fire lightning explosion aircraft including articles dropped from aircraft riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles and any other risks against which the Tenant may from time to time decide to insure against during the period of the Tenant's occupation of the Property under this tenancy at will and in accordance with the terms set out in Schedule 1

Permitted Use: as a school for educational use and associated community use in furtherance to the Charitable Objects of the Tenant (if any).

Property: The Richard Clarke First School Schoolhouse Lane, Abbots Bromley, Rugeley WS15 3BT shown for identification only edged red on the Plan attached to this agreement.

Rent: a peppercorn (if demanded) on termination.

Services: means the provision of all water soil effluent gas electricity telephone and other services to and from the Property including the cleaning maintenance and renewal of any Conducting Media serving the Property.

2. GRANT OF TENANCY AT WILL

- 2.1 The Landlord lets and the Tenant takes the Property on a tenancy at will beginning on and including the Commencement Date.
- 2.2 The Landlord and the Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them.

3. TENANT'S OBLIGATIONS

- 3.1 The Tenant shall pay the Rent (if demanded) on termination of the tenancy at will pursuant to Clause 2.2.
- 3.2 The Tenant shall not:
- (a) use the Property otherwise than for the Permitted Use;
 - (b) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - (c) share occupation of the Property or any part of it;
 - (d) make any alteration or addition whatsoever to the Property or
 - (e) cause any nuisance or annoyance to the Landlord or to any owners or occupiers of neighbouring property.
- 3.3 The Tenant shall keep the Property clean and tidy and make good:-
- (a) any damage it causes to the Property and / or
 - (b) any deterioration to the condition of the Property that may arise from the Commencement Date.
- 3.4 Without prejudice to the terms of Clause 3.3 the Tenant shall also:-
- (a) maintain all playing fields lawn areas and landscaping that form part of the Property as reasonably required by the Landlord
 - (b) keep the Conducting Media and the Services solely serving the Property and within the Property in good working order so that they shall not be or become a nuisance or annoyance to the Landlord or members of the public frequenting the Property or the owners or occupiers of any adjoining property and take proper precautions to prevent the escape of water from the Premises and have any leaks or overflows repaired promptly
 - (c) promptly repair any damage to any window within the Building including the replacement of any broken glass within the windows

- (d) accept on behalf of the Landlord full responsibility for the security of the Building and its contents
- 3.5 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any reasonable regulations that may be made by the Landlord from time to time.
- 3.6 The Tenant shall be responsible for all charges made in connection with the supply to or removal from the Property of the Services and shall indemnify the Landlord in respect of such charges.
- 3.7 The Tenant shall be responsible for non-domestic rates and water rates charged on the Property.
- 3.8 The Tenant shall be responsible for the costs of insuring the Property against the Insured Risks and in respect of which the Tenant shall comply with the terms relating to insurance set out in Schedule 1
- 3.9 The Tenant shall pass on any notices or other correspondence received at the Property and addressed to the Landlord or relevant to the Landlord's interest in the Property.
- 3.10 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Landlord's interest in the Property.
- 3.11 When the Tenant vacates the Property at the termination of the tenancy created by this agreement it shall clear all rubbish from the Property; but otherwise it shall leave the Property in its existing condition including all furniture (and other items) that are required for use in the Property in accordance with the Permitted Use.
- 3.12 The Tenant shall comply with the Environmental Terms set out in Schedule 2.
- 3.13 The Tenant shall be responsible for and shall make good or pay compensation for any damage or injury (including injury resulting in death) to any person or property arising out of or in connection with any matter involving or relating to the Tenant's occupation of the Property under this tenancy at will or anything done or purported to be done under this agreement and to keep the Landlord fully and effectually indemnified against all costs charges expenses actions claims and demands in respect of any such damage or injury AND that the Landlord shall be at liberty to settle as it may think fit after consultation with the Tenant any such actions claims or demands by payment of such sum or sums as in its discretion may consider reasonable and

PROVIDED FURTHER that the Landlord may acting in its absolute discretion may after giving notice in writing to the Tenant cause any such damage to be made good and the expenses incurred by the Landlord in so doing or in making any such payment shall be repaid by the Tenant to the Landlord on demand PROVIDED NEVERTHELESS that the Tenant shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case (it being agreed that an amount ascertainable under any Statute Order Regulation Instruction Warrant or other Government provision is a sum reasonably so payable) and in particular (where the payment is legally enforceable) to the damages which might be recoverable at common law

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Insurance

In this Schedule references to "Permissions" are references to all the planning permissions and other permits and consents that may be required under the Planning Acts or other legislation or statutes for the time being in force to enable the Property to be rebuilt and reinstated lawfully in the event of any damage or destruction.

1. INSURANCE OF THE PROPERTY

Subject as hereinafter mentioned and to those insurance terms generally available in the London Market the Tenant covenants with the Landlord to insure the Property and keep the same insured against damage or destruction by the Insured Risks in the joint names of the Landlord and the Tenant and of any other persons the Landlord from time to time by notice to the Tenant reasonably requires in an amount equal to the full cost of rebuilding and reinstating the same including VAT architects" surveyors" and other professional fees payable on application for any Permissions the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses

2. LIABILITY INSURANCE

The Tenant covenants with the Landlord to effect and maintain such insurance in such amount as the Landlord from time to time by notice to the Tenant reasonably requires in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Tenant's occupation of the Property under this tenancy at will

3. OFFICE UNDERWRITERS AND AGENCY

All insurance must be effected in a substantial and reputable insurance office or with such underwriters and through such agency as the Landlord from time to time approves such approval not to be unreasonably withheld or delayed

4. POLICY AVOIDANCE

The Tenant must not knowingly do or omit to do anything that could cause any insurance policy effected in accordance with the terms of this Schedule to become wholly or partly void or voidable.

5. FIRE AUTHORITY REQUIREMENTS

The Tenant must comply with all requirements of the fire authority as to fire precautions relating to the Property.

6. NOTICE OF EVENTS AND DAMAGE

The Tenant must promptly give notice to the Landlord of anything that might affect any insurance policy whether effected in accordance with the terms of this Schedule or otherwise and of any destruction of or damage to the Property whether or not caused by one or more of the Insured Risks.

7. PRODUCTION OF THE POLICY

The Tenant must produce to the Landlord on reasonable notice evidence of every insurance policy effected in accordance with the terms of this Schedule

8. REINSTATEMENT

The Tenant undertakes with the Landlord to observe and perform the requirements of this paragraph relating to reinstatement to the extent that if and whenever during the period of the Tenant's occupation of the Property under this tenancy at will the Property is damaged or destroyed by one or more of the Insured Risks then: -

- (a) all monies received under any insurance policy effected in accordance with the terms of this Schedule must be placed in an account in the joint names of the Landlord and the Tenant at a bank designated by the Landlord acting reasonably and must subsequently be released to the Tenant from that account by instalments against architect's certificates or other evidence acceptable to the Landlord whose acceptance may not be unreasonably withheld of expenditure actually incurred by the Tenant in rebuilding and reinstating the Property and
- (b) where the parties agree to reinstate the Property from the insurance monies so deposited in the designated bank account then the Tenant must with all convenient speed obtain the Permissions as far as possible according to the original plans and specifications and as soon as the Permissions have been obtained to rebuild and reinstate the Property in a good substantial manner and in accordance with the Permissions

Schedule 2 Environmental Terms

1. ISO 14001

The Tenant will implement ISO 14001 standards during the Tenant's occupation of the Property under this tenancy at will with a view to minimizing any harmful effects on the environment caused by its activities and to achieve continual improvement of its environmental performance

2. MANAGEMENT OF THE PROPERTY

The Tenant will use reasonable endeavours to ensure that:

- (a) When appointing third parties for the supply of services to or management of the Property they are suitably qualified and accredited for their specified role.
- (b) Any party responsible for the operation or management of the Property will keep all appropriate data that might ensure that the Property is run in a sustainable way that minimises its environmental impact.
- (c) Any party responsible for the operation or management of the Property will be entrusted to use the energy and water consumption data and the data regarding waste generated by the Property for the purposes of ensuring that the Property is run in a sustainable way that minimises its environmental impact.
- (d) It can on request produce whatever documentation or information is requested by the Landlord to ensure that waste is disposed of in accordance with legislation and good practice
- (e) No products containing Chlorofluorocarbons (CFC's) or hydrochlorofluorocarbon (HCFC's) are used with the Property and in the event that any existing HCFC's or CFC's shall be located within the Property to recycle the same.

3. DATA SHARING AND METERING

- (a) The Landlord and Tenant will share the data they hold in respect of energy and water use and waste production/ recycling annually between themselves

and with any other third party who the parties agree needs to receive such data.

- (b) The Parties will keep the data disclosed under this provision confidential and will only use such data for the purposes of ensuring that the Property is run in a sustainable way that minimises its environmental impact.
- (c) The Landlord shall have the right at its own cost to install separate sub-metering of utilities used in the Property and the Tenant shall have the right at its own cost to install separate sub-metering of utilities used in the Property.
- (d) The Parties will give each other the necessary access in order to allow for such metering to be installed provided that reasonable notice of the intention to install such metering is given and provided further that such installation will not disturb the Tenant's beneficial use and occupation of the Property.

4. EPC (ENERGY PERFORMANCE CERTIFICATE) OR ANY DEC (DISPLAY ENERGY PERFORMANCE CERTIFICATE)

The Landlord and its servants or agents or contractors shall be entitled at all reasonable times and on reasonable prior notice to the Tenant to enter and remain on the Property for the purpose of:

- (a) taking reasonable steps to review or measure the Tenant's energy and water use and its waste production or waste management save where up-to-date information in this respect has already been provided to the Landlord by the Tenant and
- (b) preparing any EPC (Energy Performance Certificate) or any DEC (Display Energy Performance Certificate) or undertaking (where appropriate) any air conditioning inspection the right to carry out the necessary tests on equipment for such purposes.

Signed by STAFFORDSHIRE
COUNTY COUNCIL

Authorised Signatory

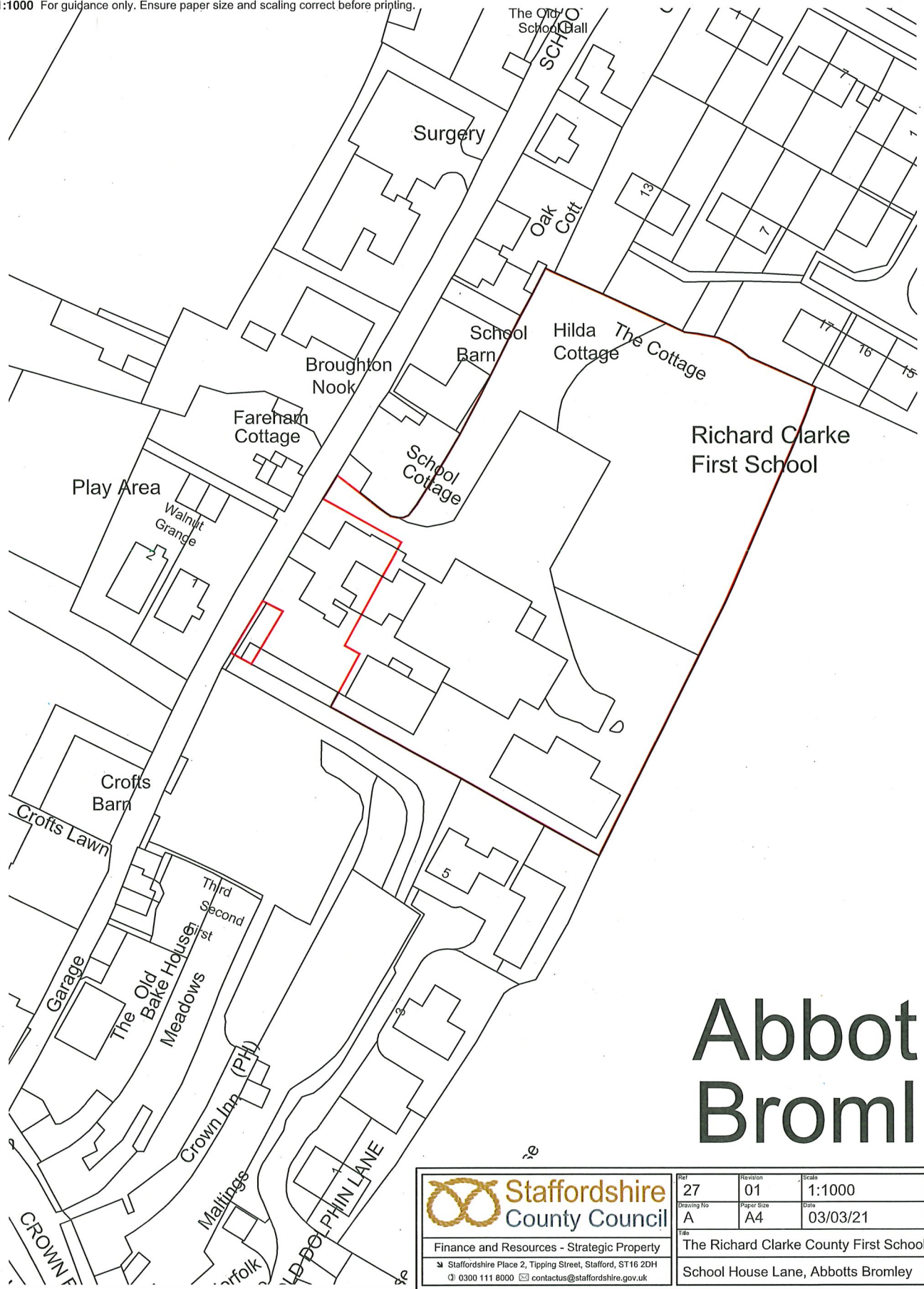
Signed by STAFFORDSHIRE
COUNTY COUNCIL AS TRUSTEES
OF THE RICHARD CLARKE
SCHOOL ENDOWMENT ABBOTS
BROMLEY

Signed by UTTOXETER LEARNING
TRUST

Appendix 8 – Plan 3

0m 10m 20m 30m 40m 50m 60m 70m 80m 90m 100m

1:1000 For guidance only. Ensure paper size and scaling correct before printing.



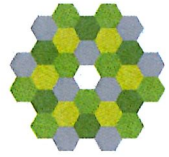
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 Staffordshire County Council			Ref 27	Revision 01	Scale 1:1000
			Drawing No A	Paper Size A4	Date 03/03/21
Finance and Resources - Strategic Property Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH 0300 111 8000 contactus@staffordshire.gov.uk			Title The Richard Clarke County First School School House Lane, Abbots Bromley		

Appendix 9 title plan for SF551798

HM Land Registry
Official copy of
title plan

Title number **SF551798**
Ordnance Survey map reference **SK0824NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Staffordshire : East**
Staffordshire



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