

WESTMINSTER CITY COUNCIL AND UNITED LEARNING TRUST

**HEADS OF TERMS AGREED (SUBJECT TO CONTRACT) FOR THE RELEASE OF PART OF
WILBERFORCE PRIMARY ACADEMY AND REFURBISHMENT OF THE ORIGINAL SCHOOL
BUILDING**

General Principles

- Westminster City Council, the Department of Education, St Marylebone Bridge Special School, and United Learning Trust/Wilberforce School are working in collaboration to deliver a new special school on part of the site at Wilberforce Primary Academy.
- These Heads of Terms set out the principal terms to be agreed between Westminster City Council and United Learning Trust.
- Each party is committed to obtain the necessary internal approvals through their respective governance arrangements, and to participate in a Project Steering Group on a regular basis to deliver the project.
- All legal costs and other expenses necessary to give effect to these Heads of Terms and associated documentation shall be borne by the respective parties.
- No changes will be made to any of the terms set out herein without the prior agreement of all of the other parties.
- Any dispute arising will first be determined by the Executive Director of Children's Services for the Council (or the Chief Executive of the Council if so required) jointly with the Chief Executive of United Learning Trust, with an appeal to the relevant divisional director of Department for Education.

Land

- United Learning Trust shall surrender that part of the site comprised in the existing 125 year lease dated 27 August 2013 shown outlined in red on the attached plan solely for the purpose of building a new special school by no later than 30 September 2019.
- The land surrenders shall be subject to the grant of a 125 year lease to the Department for Education for the purpose of granting a lease of 125 years less 3 days for the St Marylebone Bridge Special School.
- The land retained by United Learning Trust shown outlined blue on the attached plan shall be subject to a new 125 year lease co-terminous with the lease to be granted to the DfE.
- The lease to ULT shall be subject to a binding covenant to refurbish the existing school building in accordance with plans and specifications approved by the DfE and capable to accommodating a 1 Form of Entry Primary School including all the pupils currently accommodated or committed to be accommodated in the whole existing school.
- Westminster City Council shall pay to ULT the sum of £1.5M in the following instalments: one-third on the completion of the deed of surrender, one-third on the commencement of construction/refurbishment works (subject to the Council's reasonable satisfaction on completion), and one-third on the grant of vacant possession of the part surrendered.

NB

- the precise legal mechanism, i.e. deed of variation, surrender of part or surrender of whole and re-grant of part, to be determined following detailed legal advice, including consideration of SDLT.
- The attached site plan only shows the 'red line' boundary and not the red/blue delineation referred to here.

Buildings

- ULT will be responsible for all the works necessary refurbish the buildings on the retained land including all consents, and will have no recourse to Westminster City Council for further financial consideration.
- Westminster City Council will work collaboratively with the DfE and St Marylebone Bridge Special School to construct the new school on the land surrendered for that school.
- Neither party will raise objections to planning applications or other necessary consents raised by the other party to implement their respective projects, and will work collaboratively to assist with the projects if called upon to do so

5 April 2019