

DATED

AGREEMENT FOR THE PROVISION OF GRANT FUNDING RELATING TO PRIMARY PROVISION CAPITAL
BUILDING WORKS AT INSKIP DRIVE, HORNCHURCH SITE

BETWEEN

MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING

AND

OLIVE ACADEMIES TRUST (OLIVE AP ACADEMY – HAVERING)

CONTENTS

CLAUSE

1. Definitions.....	4
2. Purpose of Grant	6
3. Payment of Grant	7
4. Use of Grant	7
5. Accounts and records	8
6. Monitoring and reporting	8
7. Procurement.....	9
8. Breach of the Grant Conditions, Authority Clawback Powers and Termination.....	9
9. Building Maintenance.....	10
10. Acknowledgment and publicity	10
11. Intellectual Property Rights	11
12. Confidentiality	11
13. Freedom of information	12
14. Data protection	12
15. Human rights	12
16. Limitation of liability	13
17. Warranties	13
18. Insurance.....	14
19. Duration	14
20. Termination	14
21. Assignment.....	14
22. Waiver	14

23. Notices	14
24. Dispute resolution	15
25. No partnership or agency.....	17
26. Joint and several liability	17
27. Contracts (Rights of Third Parties) Act 1999	17
28. Governing law	17

SCHEDULES

SCHEDULE 1: THE PROJECT	19
SCHEDULE 2: PAYMENT	22

THIS DEED is dated the of 2025

PARTIES

(1) MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING of Havering Town Hall Main Road Romford RM1 3BB (Funder)

(2) Olive Academies Multi-Academy Trust (Company registration 08747464) of Training and Development Centre, Inskip Drive, Hornchurch RM11 3UR (Recipient)

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

Background

(A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.

(B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.

(C) This Agreement intended to ensure that the Grant is used for the purpose for which it is awarded.

(D) The Funder is providing the Grant pursuant to its powers which prescribes:

i. the Funder is a Local Education Authority within the meaning of the Education Act 1996 and has a general responsibility for education under Sections 13 and 14 of the Education Act 1996. Such obligations include under Section 16 the provision and maintenance of primary and secondary education establishments and Nurseries under Section 17; and

ii. section 137(3) of the Local Government Act 1972 (the LGA) which provides that 'a local authority may incur expenditure on contributions to any of the following funds, that is to say (a) the funds of any charitable body in furtherance of its work in the United Kingdom; and section 111 of the LGA which states 'a local authority shall have power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to the discharge of any of their functions for the implementation of the Project. The expenditure and activities which are to be supported by the Grant Funding in relation to the Project are set out in Schedules 1 and 2.

(E) The Grant is ring fenced funding to support the provision of places for children and young people (CYP) with special educational needs and disabilities (SEND) and those pupils requiring alternative provision (AP) as part of High Needs Provision Capital Funding and must not be used by the Recipient for any other purpose unconnected to the Project for which the Grant has been approved by the Funder.

AGREED TERMS

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

Arbitration Notice: a written notice of arbitration from the Funder to the Recipient.

Agreement: this agreement between the Funder and the Recipient.

CEDR: Centre for Effective Dispute Resolution.

Commencement Date: the 7th of July 2025.

Completion Date: the 1st of September 2025.

Data Protection Legislation: the Data Protection Act 2018, the UK GDPR and any replacement legislation coming into effect from time to time including without limitation the UK GDPR, together with any codes of practice or other guidance issued by any competent regulatory authority.

EIRs: Environmental Information Regulations 2004. Event Of Default: one of the events listed in clause 8.3.

FOIA: Freedom of Information Act 2000.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £100,000 to be paid to the Recipient in accordance with this Agreement as set out in schedule 2.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending Completion Date.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

LCIA: London Court of International Arbitration.

Mediator: a neutral adviser or a neutral mediator.

Prohibited Act: means:

(a) Offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder; or

(b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;

(c) Committing any offence:

(i) under the Bribery Act 2010;

(ii) under legislation creating offences in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

(d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Required Insurances: a policy or policies with a reputable insurance company in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day: any day other than a Saturday, Sunday or public holiday in England and Wales.

2. PURPOSE OF GRANT

2.1 The Recipient must use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant must not be used for any other purpose without the prior written agreement of the Funder.

2.2 The Recipient must not make any significant change to the Project without the Funder's prior written agreement.

2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient must not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement without prior Agreement of the Funder.

2.4 Where duplicate funding as per clause 2.3 is sourced, then that amount will be returned to the Funder as unrequired duplicate funding in relation to this Project. Such duplicate funding cannot be

retained for alternative use or significant expansion of the project without the Funders specific written agreement.

3. PAYMENT OF GRANT

3.1 The Funder will pay the Grant to the Recipient in one lump sum following execution of this Agreement and confirmation that the works described in Schedule 1 have been completed in accordance with all applicable requirements.

3.2 The Funder must not pay the Grant, unless and until it is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.3 The amount of the Grant cannot be increased in the event of any overspend by the Recipient in its delivery of the Project save for any reasonable expenditure the Recipient has appropriate documentation to support which arise in connection to the Project and which must be provided to the Funder to exercise their discretion in allocating any further Grant.

3.4 The Grant will be paid into a bank account in the name of the Recipient which must be an ordinary business bank account.

3.5 The Recipient must not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

3.6 The Recipient must promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes without limitation situations where either an incorrect sum of money has been paid or where Grant moneys have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

4.1 The Recipient must use the Grant for the delivery of the Project in accordance with the agreed budget set out in Schedule 2.

4.2 The Recipient must not use the Grant to:

(a) make any payment to members of its Governing Body;

(b) purchase buildings or land; or

(c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date save for those properly attributed to the Project,

unless this has been approved in writing by the Funder.

4.3 The Recipient must not spend any part of the Grant on the delivery of the Project after the Grant Period.

4.4 If any part of the Grant remains unspent at the end of the Grant Period, the Recipient must ensure that any unspent Grant moneys are returned to the Funder.

4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the building Project must be managed and paid for by the Recipient using other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

5. ACCOUNTS AND RECORDS

5.1 The Grant must be shown in the Recipient's accounts as a restricted fund and must not be included under general funds.

5.2 The Recipient must keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant moneys it receives.

5.3 The Recipient must keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant moneys to which they relate. The Funder has the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and has the right to take copies of such accounts and records.

5.4 The Recipient must provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

5.5 The Recipient must comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

6.1 The Recipient must closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

6.2 The Recipient must provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Funder may reasonably require. The Recipient must provide the Funder with each report within three months of the last day of the quarter to which it relates.

6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient must include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.4 Along with its first quarterly financial report, the Recipient must provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient must address the health and safety of its staff in the risk register.

6.5 The Recipient must on the Funder's request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6.6 The Recipient must permit any person authorized by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and must, if so required, provide appropriate oral or written explanations from them.

6.7 The Recipient must permit any person authorised by the Funder to visit the Recipient once every two months to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it is entitled to authorise any person to make such visits on its behalf.

6.8 The Recipient must provide the Funder with a final report on completion of the Grant Period which confirms whether the Project has been successfully and properly completed.

7. PROCUREMENT

7.1 Both Parties must comply with all applicable procurement legislation and any implementing measures, any other applicable legislation and both Parties' internal procurement rules in connection with the procurement of any assets, works or services required in relation to the Project.

7.2 Each Party must promptly provide to the other Party such information that it reasonably requests to demonstrate compliance with this clause 7.

8. BREACH OF THE GRANT CONDITIONS, AUTHORITY CLAWBACK POWERS AND TERMINATION

8.1 If the Recipient expends any part of the Grant Funding other than in accordance with this Agreement the Funder reserves the right to claw back that part of the Grant Funding. The Funder may however decide in its absolute discretion not to ask the Recipient to repay such part the Grant Funding.

8.2 Each Party must notify the other Party if:

- (a) an Event Of Default occurs, whether or not within that Party's control; or
- (b) any event occurs which has a reasonable likelihood of becoming an Event Of Default,

as soon as reasonably practicable after that Party becomes aware of it.

8.3 The Funder may terminate this Agreement and stop any future instalments of the Grant Funding if any of the following Events Of Default occurs where the Recipient:

- (a) no longer operates, or is declared insolvent or placed into receivership or liquidation;
- (b) has given the Funder fraudulent, materially incorrect or materially misleading information;
- (c) acted negligently in any significant matter or fraudulently;
- (d) knowingly withhold material information that is relevant to the Project or to this Agreement;
- (e) fails to spend the Grant Funding or to comply with any term of this Agreement, except where such failure is the result of a breach by the Funder of the terms of this Agreement; or

(f) its employees or agents act illegally or negligently during the Grant Funding Period, which the Funder reasonably believes is likely to have a materially adverse effect on the Recipient's ability to fulfil its obligations under this Agreement;

(g) fails to provide outcomes in accordance with this Agreement;

(h) no longer meets Ofsted "satisfactory" rating in respect of the Outcome; and

8.4 The Funder has agreed to invest in the construction of a new provision at the Recipient School to accommodate 8 additional pupils with Special Educational Needs. This investment is to allow this construction work to be undertaken at the Academy School. If the Recipient wants for any reason to reduce the numbers for in the Primary provision within the period specified below it must repay to the Funder a percentage of the total Grant as follows:

Reduction in pupil numbers	% of Grant repayable to the Funder
Within 1 year	100%
Within 2 years	80%
Within 3 years	60%
Within 4 years	40%
Within 5 years	20%
After 5 years	0%

8.5 The Recipient is responsible for the maintenance and running costs associated with any new build. These costs will be met by the Academy or funds as may be provided by the Education Finance Authority for this purpose.

9. BUILDING MAINTENANCE

9.1 As this is a new build procured and managed by the Recipient Academy the Parties do not anticipate that there should be any major maintenance issues during the term of the Agreement.

9.2 The Recipient is procuring, managing and administering the building project and must also ensure that the building meets all of the design requirements indicated in Schedule 1. This will include appropriate snagging and correction of any defects. The Recipient must deal with any defects from the new build properly and in a timely manner.

10. ACKNOWLEDGMENT AND PUBLICITY

10.1 The Recipient must acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.

10.2 The Recipient must not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient must acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) must include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.

10.3 In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.

10.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.

10.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

10.6 The Recipient must comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Party before the Commencement Date or developed by either Party during the Grant Period, remain the property of that Party.

11.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient must, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and must either return or destroy such Intellectual Property as requested by the Funder.

12. CONFIDENTIALITY

12.1 Subject to clause 13 (Freedom of Information), each Party must during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and must not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorized in writing by the other Party.

12.2 The obligation of confidentiality contained in this clause does not apply or ceases to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

(a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

(b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

(c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose it to the receiving party without breach of the obligations owed by that party to the disclosing party.

13. FREEDOM OF INFORMATION

13.1 The Recipient acknowledges that the Funder is subject to the requirements of FOIA and the EIRs.

13.2 The Recipient must:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
- (d) not respond directly to a request for information unless authorized in writing to do so by the Funder.

13.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder will take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. DATA PROTECTION

14.1 The Recipient must and must procure that any of its staff involved in connection with the activities under the Agreement will comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement.

14.2 The Recipient must not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination, whether in race, gender, religion, disability, sexual orientation, age or otherwise in employment.

14.3 The Recipient must take all reasonable steps to secure the observance of clause 15.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

15. HUMAN RIGHTS

15.1 The Recipient must and must use its best endeavours to procure that its staff will at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient is a public body as defined in the Human Rights Act 1998.

15.2 The Recipient must undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

16. LIMITATION OF LIABILITY

16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient running the Project or from the use of the Grant.

16.2 The Recipient must indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

16.3 The Funder accepts no liability for any consequences, whether direct or indirect, that may arise from withdrawal of the Grant where there is a breach of this Agreement by the Recipient or the continuance of the Grant may be a breach in law.

16.4 Subject to clause 17.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

17. WARRANTIES

The Recipient warrants, undertakes and agrees that:

(a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

(b) it has not committed, nor will commit, any Prohibited Act;

(c) it must at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and must notify the Funder immediately of any significant departure from such legislation, codes or recommendations;

(d) it must comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

(e) it must have and keep in place adequate procedures for dealing with any conflicts of interest;

(f) it must have and keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

(g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

(h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

(i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

(j) since the date of its last accounts there has been no material change in its financial position or prospects.

18. INSURANCE

18.1 The Recipient must effect and maintain the Required Insurances.

18.2 The Required Insurances must include, but are not limited to:

(a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and

(b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

18.3 The Recipient must (on the Funder's request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

19. DURATION

19.1 Except where otherwise specified, the terms of this Agreement apply from Commencement Date until whichever is later of the Completion Date or for as long as any Grant moneys remain unspent by the Recipient.

19.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement survive such expiry or termination and continue in full force and effect until they have been fulfilled.

20. TERMINATION

The Funder may terminate this Agreement and any Grant payments on giving the Recipient three months of written notice to do so.

21. ASSIGNMENT

The Recipient must not, without the Funder's prior written consent, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or transfer to or pay any other person any part of the Grant, except as contemplated as part of the Project.

22. WAIVER

No failure or delay by either Party to exercise any right or remedy under this Agreement is construed as a waiver of any other right or remedy.

23. NOTICES

23.1 Any notice to be given under this Agreement must be in writing and may be served by personal delivery, first class recorded or, subject to clause 24.2, e-mail to the address of the relevant Party, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

23.2 Any notice or communication is deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

(c) if sent by email at the time of receipt of the email if it is received within normal working hours, or at the start of the next Working Day's normal working hours if it is received outside normal working hours.

23.3 This Clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. DISPUTE RESOLUTION

24.1 The Parties must attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 30 days of either Party notifying the other of the dispute such efforts must involve the escalation of the dispute to the finance director or equivalent of each Party.

24.2 Nothing in this dispute resolution procedure prevents the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

24.3 If the dispute cannot be resolved by the Parties pursuant to this clause the dispute must be referred to mediation pursuant to the procedure set out in below unless (a) the Funder considers that the dispute is not suitable for resolution by mediation; or (b) the Recipient does not agree to mediation.

24.4 The performance of the Agreement is not be suspended or delayed and does not cease by the reference of a dispute to mediation and the Recipient or its employee, agent, supplier or sub-contractor must comply fully with the requirements of the Agreement at all times.

24.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) A Mediator must be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 14 days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party must within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Mediator.

(b) The Parties must within 14 days of the appointment of the Mediator meet with him or her in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure.

(c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it must be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

(d) If the Parties reach agreement on the resolution of the dispute, the agreement must be reduced to writing and be binding on the Parties once it is signed by their duly authorized representatives.

(e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion must be provided on a without prejudice basis and must not be used in evidence in any proceedings relating to the Agreement without the prior written consent of both Parties.

(f) If the Parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 24.6.

24.6 Subject to Clause 24.2, the Parties must not institute court proceedings until the procedures set out in Clauses 24.3 and 24.5 have been completed except that:

(a) the Funder may at any time before court proceedings are commenced, serve a notice on the Recipient requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 24.7.

(b) if the Recipient intends to commence court proceedings, it must serve written notice on the Funder of its intentions and the Funder will have 21 days following receipt of such notice to serve a reply on the Recipient requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause 24.7.

(c) the Recipient may request by notice in writing to the Funder that any dispute is referred and resolved by arbitration in accordance with the provisions of Clause 24.7, to which the Funder may in its discretion consent as it sees fit.

24.7 In the event that any arbitration proceedings are commenced pursuant to Clause 24.6, the following provisions apply:

(a) the arbitration is governed by the provisions of the Arbitration Act 1996;

(b) the Funder must give the Recipient an Arbitration Notice stating:

i that the dispute is referred to arbitration; and

ii the details of the issues to be resolved;

iii the LCIA procedural rules in force at the date that the dispute was referred to arbitration in accordance with Clause 24.7 are applied and are deemed to be incorporated by reference to this Agreement and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;

(c) the tribunal must consist of a sole arbitrator to be agreed by the Parties;

(d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Funder under Clause; or

(e) if the person appointed is unable or unwilling to act, the arbitrator must be appointed by the LCIA;

(f) the arbitration proceedings must take place in London and in the English language; and

(g) the arbitration proceedings are governed by, and interpretations made in accordance with, English law.

25. NO PARTNERSHIP OR AGENCY

This Agreement does not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party.

26. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient are jointly and severally liable for the Recipient's obligations and liabilities arising under ns and liabilities arising under this Agreement.

27. CONTRACTS (RIGHTS OF THURD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

28. GOVERNING LAW

This Agreement is governed by and construed in accordance with the law of England.

This Agreement is executed by the Parties as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by THE MAYOR

AND BURGESSES OF THE LONDON

BOROUGH OF HAVERING by affixing

its Common Seal in the presence of:

.....

Authorised Signatory

Executed as a deed by Olive Academies acting by either: two of its directors; a director and its company secretary or by a single director in the presence of a witness

Witness's signature:

Witness's name:

(BLOCK CAPITALS)

Witness's address:
signature

.....

.....

Director's signature.....

Director's name.....

(BLOCK CAPITALS)

Director's signature or company secretary's

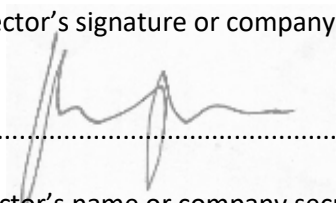
Director's name or company secretary's name

.....

(BLOCK CAPITALS)



ROSEMARY LEEKE



KINGSLEY JAMES

Schedule 1: The Project

1. The Project

1.1 Olive Academies / Olive AP Academy will provide:

1.2 An additional space whether by extending the current premises with a new build or by refurbishing and altering the existing premises, to create additional capacity within its site in Inskip Drive, Hornchurch RM11 3UR, for the purposes of accommodating 8 pupils with Special Educational Needs.

1.3 The building works, and the process of Siting, Designing, Procuring Delivering and Commissioning the project, shall be wholly the responsibility of Olive Academies and its appointed consultants and contractors.

1.4 The building location and facilities to be provided should subject to planning approval.

1.5 The new building will meet and comply with all of the current Planning and Building Control requirements.

1.5.1 Planning

The Trust or its Representative/Contractor will be responsible for obtaining Detailed Planning Consents where appropriate, for compliance with all associated statutory processes and for payment of all fees and charges in connection, although a portion of the grant can be used for these purposes. It is also the Contractor's responsibility to comply with any Conditions or Reserved Matters attached to the Consent. Where there are Conditions which can only be satisfied by the Local Authority, these can be detailed in the Scheme Contract by way of a Schedule. Conditions may also relate to traffic, vehicular access, noise control, and other environmental matters. Although the Local Authority will deal with any planning applications, no special treatment will be accorded this project by planning officers, or by relevant Committees of the Local Authority in deciding upon planning matters. The Local Authority can give no guarantee of approval.

1.5.2 Building Regulations

The Contractor shall comply with all current Building Regulations in respect of new school construction and refurbishment and remodelling works to existing buildings, and must also still meet the terms of all the DfE Constructional Standards 1997 and as amended (2001). The Constructional Standards override the current Building Regulations on Ramps Steps and Handrails (sections F, K & M). It is the Contractor's responsibility to make payment of the appropriate fees and to ensure that the work is carried out in compliance with the Regulations and Standards and that written approval is received.

The requirements of DfE Building Bulletin (BB) 104, Health and Safety Legislation, Construction Design and Management Legislation, and all other legislation relevant to the provision of a new building.

1.1.1. All current legislation in relation to the installation of mechanical and electrical services.

1.1.2. The project will be funded by a grant of £100,000 from the London Borough of Havering (the Local Authority). This grant is finite and includes all necessary fees and anticipated costs, and

includes for purchase and installation of any fixed furniture and ICT. The Academy agrees to complete the building within this fixed budget. Any costs incurred over and above the grant amount will be borne by the Recipient and funded by other resources available to the Recipient, subject to terms and conditions of that funding.

2. Local Authority's Representative

2.1. Nicola L. Prandini RIBA of the London Borough of Havering – CDCE or such replacement as the Borough might direct.

3. Existing Buildings on or Adjacent to the Site

3.1. The Contractor is deemed to have made due allowance for any effect that existing buildings or structures on or adjacent to the site have on his design and the Works.

4. Specialist surveys required for design development

4.1. The Academy shall procure all specialist surveys needed for the development of design and construction in order for the design and construction to comply with all statutory requirements as well as the Local Authority Requirements.

5. Existing Mains / Services

5.1. The Contractor shall contact the relevant statutory authorities and ascertain the extent and positions of all existing services and drains running over and under the site and immediately adjacent to it in order that the design and construction can be developed without detriment to the functioning of such services and drains.

6. CDM Regulations

6.1. The Academy shall undertake the role of Client under the Construction (Design and Management) Regulations 2007 and shall allocate resources to enable it to comply with the requirements and prohibitions imposed on it by or under the relevant statutory provisions. It is understood that Project Management Services (as described in the CDM legislation) is being undertaken by persons as appointed by school.

7. Funder's sign-off

7.1 The Academy or their Representative/Contractor is responsible for obtaining Funder signoff at the following critical points: at the end of RIBA Stage 1 (Feasibility Study signoff) and at RIBA Stage 3 (Signoff prior to submission of Planning Application).

7.2 The Funder will seek to respond to the application to sign-off within a period of 10 working days.

8. Other Consents

8.1.1 The Academy or their Representative/Contractor is responsible for obtaining all other statutory consents required for any aspect of the works and for compliance with all relevant legislation, covenants, easements or other rights affecting the site. The Contractor shall also be responsible for negotiating any further covenants, easements or other rights that may be required on any of the Sites, for example for statutory undertakers. The Contractor shall consult with the Local Authority

relating to the granting of such rights and shall reimburse the Local Authority for its reasonable costs and expenses in connection with such issues.

9. Statutory Compliances - General

9.1 The Academy or their Representative/Contractor shall, throughout the project, conform to all current Statutes, Statutory Instruments and Amendments, and notwithstanding the above, all statutory minimum requirements must be met for all schools.

9.2 A copy of the approved JCT contract or other with contractors' proposals, employer's requirements, and approved plans will be provided to the Local Authority prior to start.

Schedule 2: Payment Schedule

1. Grant Payment Process and Principles – General Rules

1.1. The Grant will be paid in a single lump sum following completion of the works and execution of this Agreement.1.1.1. Payment will be made upon confirmation that the building works described in Schedule 1 have been completed in accordance with all applicable requirements. The Recipient must provide evidence of completion, including (but not limited to) a Contractor’s Certificate of Completion and a Building Control Certificate of Completion. The Local Authority will expect to be invited to see the completed building prior to its occupation by staff and/or students.

1.1.2. The Funder reserves the right to inspect the completed works prior to payment and may require reasonable supporting documentation to verify compliance.

2. Payment Schedule:

Total Grant £ 100,000	Date	Agreed Payment	Payment to this stage	Date of Agreed Payment
On completion of works and check	1 September 2025	£100,000	£100,000	17/12/2025