



Registration of a Charge

Company name: **SAPIENTIA EDUCATION TRUST**

Company number: **07466353**



X910I9M1

Received for Electronic Filing: **17/03/2020**

Details of Charge

Date of creation: **09/03/2020**

Charge code: **0746 6353 0001**

Persons entitled: **THE SECRETARY OF STATE FOR EDUCATION**

Brief description: **LAND AT WYMONDHAM COLLEGE, GOLF LINKS ROAD, MORLEY, WYMONDHAM, NORFOLK NR18 9SZ SHOWN EDGED AND SHADED RED ON THE PLAN ATTACHED TO THE CHARGE BEING PART OF THE LAND WITH REGISTERED TITLE NUMBERS NK167251, NK200908 AND NK165224 (PART ONLY OF EACH TITLE).**

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

BROWNE JACOBSON LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7466353

Charge code: 0746 6353 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2020 and created by SAPIENTIA EDUCATION TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2020 .

Given at Companies House, Cardiff on 18th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

9 March 2020

Legal Charge

relating to land at Wymondham College, Golf Links Road, Morley,
Wymondham, Norfolk NR18 9SZ

Sapientia Education Trust ⁽¹⁾

and

The Secretary of State for Education ⁽²⁾

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DATE

9 March 2020

PARTIES

- (1) Sapientia Education Trust (No. 07466353) whose registered office is Wymondham College, Golf Links Road, Morley, Wymondham, Norfolk, NR18 9SZ (**Academy Trust**).
- (2) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (**Lender**).

BACKGROUND

- (1) The Charged Property is vested in the Academy Trust.
- (2) The Academy Trust has received funding from the Lender pursuant to the terms of a funding agreement dated 9 March 2020 entered into by the Academy and the Lender (**Funding Agreement**).

1. INTERPRETATION

- 1.1 In this Deed the following expressions have the following meanings:

Charged Property	the freehold property described in the Schedule and charged by Clause 3.
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority.
Obligations	the monies, obligations and liabilities owed by the Academy Trust to the Lender under or in connection with the Funding Agreement.
Plan	the plan attached to this Deed.
Planning Acts	any legislation, directions, notices and bye-laws from time to time in force relating to town and country planning, building and construction.
Receiver	any person appointed as receiver, administrative receiver, manager or receiver and manager.
Retained Land	land neighbouring the Charged Property owned by the Academy Trust.
Tax	any form of taxation, levy, duty, charge, contribution or impost (including any applicable fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs and/or excise authority, body or official anywhere in the world.
VAT	value added tax or any other tax on added value or on turnover for the time being in force.

- 1.2 In this Deed, each reference to:

- 1.2.1 **Charged Property or Obligations** includes a reference to any part of them or it;

- 1.2.2 **Academy Trust** includes a reference to any person deriving title through the Academy Trust;
 - 1.2.3 **Lender** includes a reference to any person who claims any title or interest through the Lender or any person to whom the business of the Lender is transferred;
 - 1.2.4 any document (including this Deed) or a provision of such document includes a reference to such document or provision as supplemented, varied or replaced from time to time;
 - 1.2.5 a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it;
 - 1.2.6 the singular includes the plural and vice versa;
 - 1.2.7 any gender includes any other gender;
 - 1.2.8 a person includes a body corporate, unincorporated association, government, state, partnership or trust (in each case, whether or not having separate legal personality); and
 - 1.2.9 **dispose** includes charging, selling, leasing, assigning or transferring, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation or agreeing to do any of the same.
- 1.3 Except where this Deed expressly states otherwise, each term used in this Deed which is defined in the Funding Agreement has the same meaning as in the Funding Agreement.
- 1.4 Headings in this Deed are for convenience only and shall not affect its interpretation.
- 2. SECURED LIABILITIES**
- The Academy Trust covenants to discharge on demand from time to time all the Obligations when they become due.
- 3. SECURITY**
- As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Academy Trust charges to the Lender by way of legal mortgage the Charged Property.
- 4. REGISTRATION**
- The Academy Trust shall apply to the Chief Land Registrar to enter a restriction on the Registers of Title of the Charged Property in standard form P in the following words:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of The Secretary of State for Education referred to in the charges register or its conveyancer".
- 5. ENFORCEMENT**
- 5.1 This Deed will become enforceable when:
- 5.1.1 any of the Obligations are not paid and/or discharged in accordance with the terms of this Deed; or

- 5.1.2 the Funding Agreement is terminated; or
- 5.1.3 the Academy Trust disposes of the Charged Property without the Lender's prior written consent.

6. EASEMENTS

- 6.1 On enforcement of this Deed by the Lender or any disposal of the Charged Property or any part of it pursuant to the powers conferred by this Charge and the Funding Agreement, the Academy Trust will (bearing its own costs) on demand enter into such deed of easement as shall grant to the purchaser or other disponent the rights that the Charged Property benefits from as set out in Schedule 2.
- 6.2 On any disposal of the Charged Property or any part of it pursuant to the powers conferred by this Charge and the Funding Agreement, the Lender will (bearing its own costs) on demand enter into such deed of easement as shall reserve to the Academy Trust the rights from which the Retained Land benefits as set out in Schedule 3.
- 6.3 Prior to disposal of the Retained Land or any part of it, the Academy Trust will (bearing its own costs) on demand enter into such deed of easement as shall grant to the Lender the rights that the Charged Property benefits from as set out in Schedule 2.
- 6.4 Prior to disposal of the Retained Land or any part of it, the Lender will (bearing its own costs) on demand enter into such deed of easement as shall reserve to the Academy Trust the rights from which the Retained Land benefits as set out in Schedule 3.
- 6.5 If either party fails to execute any deed of easement in accordance with its obligations in clause 6.1, 6.2, 6.3 or 6.4 above within 5 working days of receipt of the same, that party hereby irrevocably appoints the other as its attorney by way of security to execute the relevant deed.

7. POWERS OF THE LENDER

- 7.1 The Lender may without restriction grant or accept surrenders of Leases of the Charged Property or any part of it and grant or vary or reduce any sum payable under any Lease.
- 7.2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- 7.3 At any time after the Lender has demanded payment of any of the Obligations or any step or proceeding has been taken for the appointment of a liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Academy Trust or if requested by the Academy Trust, the Lender may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Charged Property and the security created by this Deed shall in any of such events become immediately enforceable.
- 7.4 The Lender may, to the extent permitted by law, remove a Receiver or Receivers from all or any of the Charged Property of which he or they is or are the Receivers, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the Academy Trust and the Academy Trust shall be solely responsible for the Receiver's acts, defaults and remuneration.
- 7.5 Once a Receiver is appointed, the Lender will not be precluded from making any subsequent appointment of a Receiver over any Charged Property, whether or not any Receiver previously appointed continues to act.
- 7.6 At any time after a demand for repayment of the Obligations, all or any of the powers conferred by Clause 8.1 may be exercised by the Lender, whether as the Academy Trust's attorney or not, without first appointing a Receiver or notwithstanding any such appointment.

- 7.7 The Lender will not be liable to account to the Academy Trust as mortgagee in possession for any money not actually received by the Lender and if the Lender or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession (whether it or he relinquishes such possession in whole or in part).
- 7.8 If the Academy Trust is in default of any of its obligations under this Deed, the Lender or any Receiver may perform such obligation and take such action as is necessary to make good the default without becoming liable to account as a mortgagee in possession.
- 7.9 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.

8. RECEIVERS

- 8.1 Any Receiver appointed by the Lender shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit:
- 8.1.1 to take possession of and generally to manage the Charged Property;
 - 8.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract or arrangement to which the Academy Trust is or is to be a party;
 - 8.1.3 to carry out on the Charged Property or on any other property which it may in his opinion be necessary or desirable to work upon, any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing of equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes and to effect and/or carry out any development, building or other works;
 - 8.1.4 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or other property and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Charged Property or any part of it;
 - 8.1.5 to sell, lease, licence, surrender or accept surrenders of Leases, deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land;
 - 8.1.6 to complete any transaction by executing deeds or documents in the name of or on behalf of the Academy Trust;
 - 8.1.7 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
 - 8.1.8 to call up any uncalled capital of the Academy Trust with all the powers conferred by the Articles of Association of the Academy Trust in relation to calls;
 - 8.1.9 to engage, rely on the advice of and dismiss advisers, consultants, officers, managers, agents, workmen and others;
 - 8.1.10 to purchase materials, tools, equipment, goods or supplies;
 - 8.1.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
 - 8.1.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

- 8.1.13 to make any elections for VAT purposes; and
- 8.1.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property.
- 8.2 In the case of joint Receivers any power may be exercised jointly or severally.
- 8.3 Any moneys received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:
 - 8.3.1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver including the remuneration of any Receiver;
 - 8.3.2 in or towards satisfaction of the Obligations in whatever order the Lender may require;
 - 8.3.3 as to the surplus (if any) to the person(s) entitled to it,

provided that the Receiver may retain any moneys in his hands for so long as he thinks fit and the Lender may, without prejudice to any other rights it may have at any time and from time to time place and keep for such time as the Lender may think fit any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit either of the Academy Trust or of the Lender as the Lender thinks fit without any intermediate obligation on the Lender's part to apply such moneys or any part of such moneys in or towards the discharge of the Obligations.
- 8.4 Subject to Clause 8.3, any moneys received or realised by the Lender from the Academy Trust or a Receiver under this Deed may be applied by the Lender to any item of account or liability or transaction in such order or manner as the Lender may determine.
- 9. PROTECTION OF PURCHASERS AND POWER OF ATTORNEY**
 - 9.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
 - 9.2 The receipt of the Lender or any Receiver shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.
 - 9.3 Neither the Lender nor any Receiver shall be liable to the Academy Trust in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers or arising out of any valuation or report relating to the Charged Property.
 - 9.4 The Academy Trust by way of security irrevocably appoints the Lender and any Receiver severally to be the attorney for the Academy Trust (with full power of substitution and delegation) in the Academy Trust's name and on the Academy Trust's behalf and as the Academy Trust's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers.
- 10. SET-OFF**

The Lender shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Academy Trust to the Lender against any liability of the Lender to the Academy Trust (in either case whether actual or contingent, present or future and irrespective of the branch or office, currency or place of payment) and may for such purpose convert or exchange any currency.

11. PROTECTION OF SECURITY

- 11.1 This Deed shall be a continuing security and shall extend to cover the ultimate balance due from the Academy Trust to the Lender notwithstanding that there may have been at any time a balance to the credit of the Academy Trust on any account of the Academy Trust or any other matter or thing.
- 11.2 This Deed is in addition to any other rights or security, present or future, held by the Lender from the Academy Trust or any other person for the Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender. Such rights or security may be enforced in whatever order the Lender decides.
- 11.3 No security or payment which may be avoided or adjusted under any law relating to insolvency or similar legislation binding on the Academy Trust in whatever jurisdiction and no release, settlement or discharge given or made by the Lender on the faith of any such security or payment shall prejudice or affect the right of the Lender to recover from the Academy Trust (including the right to recover any monies refunded under the Insolvency Act 1986 and any costs payable by it or incurred in connection with any such process) or to enforce the security created by or pursuant to this Deed to the full extent of the Obligations. Any such release, settlement or discharge will be deemed to have been made upon the condition that it will become entirely void if the security or payment on the faith of which it was made or given is at any time avoided (in whole or in part).

12. FURTHER ASSURANCE

The Academy Trust will at its own cost at the Lender's or any Receiver's request execute any deed or document and take any action reasonably required by the Lender or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Lender or any Receiver or for establishing the nature or extent of the Charged Property.

13. ARRANGEMENTS WITH THE ACADEMY TRUST AND OTHERS

The Lender may without releasing or affecting the security created by this Deed do any of the following:

- 13.1 allow to the Academy Trust or any other person any time or indulgence;
- 13.2 renew, vary, refrain from enforcing or release any present or future security or guarantee which the Lender holds from the Academy Trust or any other person; and
- 13.3 compound with the Academy Trust or any other person.

14. PAYMENTS TO BE MADE WITHOUT DEDUCTION

- 14.1 All sums payable by the Academy Trust shall be paid in sterling in immediately available funds and shall be paid to the credit of such account as the Lender may designate. All such payments shall be made in full without set-off of any sum owing by the Lender to the Academy Trust or counter-claim and free and clear of any deduction of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law.
- 14.2 If at any time the Academy Trust is required by law to make any deduction or withholding from any payment due from the Academy Trust to the Lender, the Academy Trust shall simultaneously pay to the Lender whatever additional amount is necessary to ensure that the Lender receives and retains a net sum equal to the payment it would have received had no deduction or withholding been made.

15. PRIOR CHARGES

If there is any Encumbrance which ranks in priority to the security created by this Deed and the person with the benefit of such Encumbrance does anything to enforce it, the Lender or any Receiver may repay the monies owed under that Encumbrance or arrange for it to be transferred to the Lender.

16. NOTICES

16.1 All notices or demands must be in writing.

16.2 Any notice or demand to the Academy Trust may be sent by prepaid post or delivered to the Academy Trust at its registered office or the Academy Trust's last known place of business (or, if more than one, any one of such places).

16.3 Any notice to the Lender must be sent by prepaid post or delivered to the Lender at its address as set out in this Deed unless it has communicated another address to the Academy Trust in which case it must be sent to the last address so communicated.

16.4 The address for service of the Lender in the case of any registered land is the Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT marked for the attention of: The Secretary of State for Education.

16.5 A notice or demand by the Lender sent by post will be deemed served on the third day after posting.

17. LAW AND JURISDICTION

17.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2 The Academy Trust irrevocably submits to the non-exclusive jurisdiction of the English courts.

18. ASSIGNMENT AND TRANSFER

18.1 The successors in title of the parties shall have the benefit of and be subject to this Deed.

18.2 Subject to Clause 18.3, the rights and obligations of the Lender under this Deed shall not be assigned, novated or otherwise transferred other than to a person, body or executive agency (being a single entity) having the legal capacity, power and authority to become a party to and perform the obligations of the Lender under this Deed.

18.3 Any assignment under Clause 18.2 may only be to an assignee which has some or all of the same (or substantially the same) responsibilities for education services as the Lender.

18.4 The Lender may give such information relating to the Academy Trust, its affairs or this Deed as it thinks fit to any of its associated companies or to any third party proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this Deed.

19. INDEMNITY

The Academy Trust will indemnify the Lender on demand against any loss or expense (including legal fees) sustained or incurred as a result of a failure by the Academy Trust to perform any of its obligations under this Deed.

20. WAIVER

- 20.1 No failure to exercise or any delay in exercising any right or remedy under this Deed shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.
- 20.2 Any waiver given by the Lender must be in writing and expressly stated by the Lender to be a waiver. Such waiver will only apply to the specific events or circumstances to which it is stated to relate, and not to any other events or circumstances, past or future.

21. SEVERANCE

- 21.1 If any provision of this Deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Deed which remain in full force and effect to the extent permitted by law.
- 21.2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were reduced in application, the provision in question shall apply with such modification as may be necessary to make it valid.

22. MISCELLANEOUS

- 22.1 Interest will be calculated both before and after judgment on a daily basis and on the basis of a 365 day year and be compounded quarterly.
- 22.2 A certificate signed by an official of the Lender as to the amount due or owing from the Academy Trust shall be conclusive evidence against the Academy Trust, except in the case of obvious error.
- 22.3 The terms of the documents under which the Obligations arise and of any side letters between the Academy Trust and the Lender in relation to the Obligations are incorporated into this Deed to the extent required for any purported disposition of the Charged Property (or any part of it) contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

23. STATEMENTS

The land charged by this Deed is held by the Academy Trust, an exempt charity.

24. DELEGATION

The directors of the Academy Trust have, by virtue of a resolution dated 27 February 2020 delegated authority to Peter Rout and Jonathan Taylor as directors of the Academy Trust to execute this Deed for the Academy Trust, it being the registered proprietor of the Charged Property.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - THE CHARGED PROPERTY

Registered Land

Administrative Area : Norfolk

Title Numbers : NK167251, NK200908 and NK165224 (part only of each title)

Class of Title : Absolute

Property Description : Land at Wymondham College, Golf Links Road, Morley, Wymondham, Norfolk NR18 9SZ shown edged and shaded red on the Plan.

SCHEDULE 2 – GRANT OF EASEMENTS

Definitions:

In this Schedule the following definitions and expressions shall have the following meanings:

"Conduits" means ducts pipes wires cables sewers drains ditches watercourses and conduits for the free passage or transmission of foul and surface water land drainage gas electricity water and ducting for telecommunications cables and wires or other matters and ancillary equipment and structures"

"Roads" means the roads connecting the Charged Property to public highways maintainable at public expense and with all ancillary footpaths and cycleways;

1. Rights Granted

For the benefit of the Charged Property and each and every part of it and for the benefit of the purchaser and its servants agents and workmen and all others authorised by it (or any of them):

1.1 Over the Roads and the Conduits

1.1.1 subject to a fair and reasonable contribution to repair, maintenance and renewal of the same, the right at all times and for all purposes connected with the lawful use of the Charged Property to pass and repass with or without vehicles over and along the Roads; and

1.1.2 subject to a fair and reasonable contribution to repair, maintenance and renewal of the same, the right to the free and uninterrupted running of foul and surface water gas electricity water telecommunications and other services to and from the Charged Property through the appropriate Conduits as are now or are in the future constructed on or under the Retained Land serving or capable of serving the Charged Property.

1.2 To enter

The right to enter on to so much of the Retained Land as is reasonably necessary with or without workmen equipment vehicles machinery and apparatus:

1.2.1 in relation to the Conduits, to maintain cleanse repair renew and replace the same from time to time;

1.2.2 to connect to such of the Conduits as are now or are in the future on or under the Retained Land and capable of serving the Charged Property and to construct maintain cleanse repair and renew all such connections;

1.2.3 to lay on in or under the Roads or on in or under such parts of the Retained Land as are not intended to be built upon such new Conduits as the purchaser requires for serving the Charged Property and to connect such new Conduits to those as are now or are in the future on or under the Retained Land and to inspect maintain cleanse repair and renew the same; and

1.2.4 (in so far as the same cannot be carried out from the Charged Property) and so far as reasonably required to carry out construction work on or repairs to the Charged Property;

PROVIDED THAT in carrying out works on the Retained Land pursuant to these provisions the persons exercising such rights will:

- (i) except in emergency before commencing such works give not less than 14 days' written notice of their intention to carry out such works to the Trust;
- (ii) obtain the prior written approval of the Trust to the routes of and specification for any such connections or new Conduits (including for the avoidance of doubt any headwalls to surface water drainage outfalls) (such approval not to be unreasonably withheld or delayed);
- (iii) not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Retained Land or any part of it or the use of Conduits benefiting the same;
- (iv) carry out all works in a good and workmanlike manner in accordance with the approval granted by the Trust and the requirements of all relevant authorities;
- (v) cause as little damage to the Retained Land as reasonably practicable in the exercise of such rights;
- (vi) make good as soon as reasonably practicable any damage caused to the Retained Land and indemnify the Trust in respect of any liability or loss which might arise as a result of any breach; and
- (vii) comply with all reasonable safeguarding requirements of the Trust of which the Lender has received prior written notice.

1.3 To support

The right of support for the Charged Property and the buildings now or in the future erected thereon from the parts of the Retained Land adjoining or neighbouring the Charged Property.

SCHEDULE 3-- RESERVATION OF EASEMENTS

Definitions:

In this Schedule the following definitions and expressions shall have the following meanings:

"Conduits" means ducts pipes wires cables sewers drains ditches watercourses and conduits for the free passage or transmission of foul and surface water land drainage gas electricity water and ducting for telecommunications cables and wires or other matters and ancillary equipment and structures, including the existing electrical distribution unit"

"Roads" means the roads within the Charged Property and all ancillary footpaths and cycleways;

1. Rights Reserved

For the benefit of the Retained Land and each and every part of it and for the benefit of the Academy Trust and its successors in title, and their servants agents and workmen and all others authorised by it (or any of them):

1.1 Over the Conduits

1.1.1 subject to a fair and reasonable contribution to repair, maintenance and renewal of the same, the right to the free and uninterrupted running of foul and surface water gas electricity water telecommunications and other services to and from the Retained Land through the appropriate Conduits as are now or are in the future constructed on or under the Charged Property serving or capable of serving the Retained Land.

1.2 To enter

The right to enter on to so much of the Charged Property as is reasonably necessary with or without workmen equipment vehicles machinery and apparatus:

1.2.1 in relation to the Conduits, to maintain cleanse repair renew and replace the same from time to time;

1.2.2 to connect to such of the Conduits as are now or are in the future on or under the Charged Property and capable of serving the Retained Land and to construct maintain cleanse repair and renew all such connections;

1.2.3 to lay on in or under the Roads or on in or under such parts of the Charged Property as are not intended to be built upon such new Conduits as the Academy Trust requires for serving the Retained Land and to connect such new Conduits to those as are now or are in the future on or under the Charged Property and to inspect maintain cleanse repair and renew the same; and

1.2.4 (in so far as the same cannot be carried out from the Retained Land) and so far as reasonably required to carry out construction work on or repairs to the Retained Land;

PROVIDED THAT in carrying out works on the Charged Property pursuant to these provisions the persons exercising such rights will:

- (i) except in emergency before commencing such works give not less than 14 days' written notice of their intention to carry out such works to the Academy Trust;
- (ii) obtain the prior written approval of the purchaser to the routes of and specification for any such connections or new Conduits (including for the

avoidance of doubt any headwalls to surface water drainage outfalls) (such approval not to be unreasonably withheld or delayed);

- (iii) not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Retained Land or any part of it or the use of Conduits benefiting the same;
- (iv) carry out all works in a good and workmanlike manner in accordance with the approval granted by the Academy Trust and the requirements of all relevant authorities;
- (v) cause as little damage to the Charged Property as reasonably practicable in the exercise of such rights;
- (vi) make good as soon as reasonably practicable any damage caused to the Charged Property and indemnify the purchaser in respect of any liability or loss which might arise as a result of any breach; and
- (vii) comply with all reasonable safeguarding requirements of the purchaser of which it has received prior written .

1.3 To support

The right of support for the Retained Land and the buildings now or in the future erected thereon from the parts of the Charged Property adjoining or neighbouring the Retained Land.

NOTICE TO ACADEMY TRUST : THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT THE ACADEMY TRUST TO BE LEGALLY BOUND.

Executed as a Deed by **Sapientia Education Trust** acting by:

}

Director

.....
Peter Rout

Director

.....
Jonathan Taylor

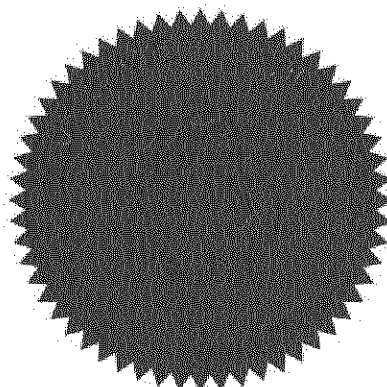
Pursuant to a resolution of the board of directors, a certified copy of which is attached

The Corporate Seal of **The Secretary of State for Education** hereunto affixed is authenticated by:

}



PAUL BAKER





lsi
ARCHITECTS

Desk # A1	Date	Drawn
1750	23/07/19	RR
Purpose of Note		
Suitable for Information		
Drawing Code	Rev	Rev
F507241-SL-SCH-X06-SK-A-0029	S2	P0

9th March 2020

Legal Charge

relating to land at Wymondham College, Golf Links Road, Morley,
Wymondham, Norfolk NR18 9SZ

Sapientia Education Trust ⁽¹⁾

and

The Secretary of State for Education ⁽²⁾

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DATE

9th March 2020

PARTIES

- (1) Sapientia Education Trust (No. 07466353) whose registered office is Wymondham College, Golf Links Road, Morley, Wymondham, Norfolk, NR18 9SZ (**Academy Trust**).
- (2) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (**Lender**).

BACKGROUND

- (1) The Charged Property is vested in the Academy Trust.
- (2) The Academy Trust has received funding from the Lender pursuant to the terms of a funding agreement dated 9th March 2020 entered into by the Academy and the Lender (**Funding Agreement**).

1. INTERPRETATION

- 1.1 In this Deed the following expressions have the following meanings:

Charged Property	the freehold property described in the Schedule and charged by Clause 3.
Encumbrance	any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority.
Obligations	the monies, obligations and liabilities owed by the Academy Trust to the Lender under or in connection with the Funding Agreement.
Plan	the plan attached to this Deed.
Planning Acts	any legislation, directions, notices and bye-laws from time to time in force relating to town and country planning, building and construction.
Receiver	any person appointed as receiver, administrative receiver, manager or receiver and manager.
Retained Land	land neighbouring the Charged Property owned by the Academy Trust.
Tax	any form of taxation, levy, duty, charge, contribution or impost (including any applicable fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs and/or excise authority, body or official anywhere in the world.
VAT	value added tax or any other tax on added value or on turnover for the time being in force.

- 1.2 In this Deed, each reference to:

- 1.2.1 **Charged Property or Obligations** includes a reference to any part of them or it;

- 1.2.2 **Academy Trust** includes a reference to any person deriving title through the Academy Trust;
 - 1.2.3 **Lender** includes a reference to any person who claims any title or interest through the Lender or any person to whom the business of the Lender is transferred;
 - 1.2.4 any document (including this Deed) or a provision of such document includes a reference to such document or provision as supplemented, varied or replaced from time to time;
 - 1.2.5 a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it;
 - 1.2.6 the singular includes the plural and vice versa;
 - 1.2.7 any gender includes any other gender;
 - 1.2.8 a person includes a body corporate, unincorporated association, government, state, partnership or trust (in each case, whether or not having separate legal personality); and
 - 1.2.9 **dispose** includes charging, selling, leasing, assigning or transferring, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation or agreeing to do any of the same.
- 1.3 Except where this Deed expressly states otherwise, each term used in this Deed which is defined in the Funding Agreement has the same meaning as in the Funding Agreement.
- 1.4 Headings in this Deed are for convenience only and shall not affect its interpretation.

2. SECURED LIABILITIES

The Academy Trust covenants to discharge on demand from time to time all the Obligations when they become due.

3. SECURITY

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Academy Trust charges to the Lender by way of legal mortgage the Charged Property.

4. REGISTRATION

The Academy Trust shall apply to the Chief Land Registrar to enter a restriction on the Registers of Title of the Charged Property in standard form P in the following words:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 9 March 2020 in favour of The Secretary of State for Education referred to in the charges register or its conveyancer".

5. ENFORCEMENT

5.1 This Deed will become enforceable when:

- 5.1.1 any of the Obligations are not paid and/or discharged in accordance with the terms of this Deed; or

5.1.2 the Funding Agreement is terminated; or

5.1.3 the Academy Trust disposes of the Charged Property without the Lender's prior written consent.

6. EASEMENTS

- 6.1 On enforcement of this Deed by the Lender or any disposal of the Charged Property or any part of it pursuant to the powers conferred by this Charge and the Funding Agreement, the Academy Trust will (bearing its own costs) on demand enter into such deed of easement as shall grant to the purchaser or other disponee the rights that the Charged Property benefits from as set out in Schedule 2.
- 6.2 On any disposal of the Charged Property or any part of it pursuant to the powers conferred by this Charge and the Funding Agreement, the Lender will (bearing its own costs) on demand enter into such deed of easement as shall reserve to the Academy Trust the rights from which the Retained Land benefits as set out in Schedule 3.
- 6.3 Prior to disposal of the Retained Land or any part of it, the Academy Trust will (bearing its own costs) on demand enter into such deed of easement as shall grant to the Lender the rights that the Charged Property benefits from as set out in Schedule 2.
- 6.4 Prior to disposal of the Retained Land or any part of it, the Lender will (bearing its own costs) on demand enter into such deed of easement as shall reserve to the Academy Trust the rights from which the Retained Land benefits as set out in Schedule 3.
- 6.5 If either party fails to execute any deed of easement in accordance with its obligations in clause 6.1, 6.2, 6.3 or 6.4 above within 5 working days of receipt of the same, that party hereby irrevocably appoints the other as its attorney by way of security to execute the relevant deed.

7. POWERS OF THE LENDER

- 7.1 The Lender may without restriction grant or accept surrenders of Leases of the Charged Property or any part of it and grant or vary or reduce any sum payable under any Lease.
- 7.2 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- 7.3 At any time after the Lender has demanded payment of any of the Obligations or any step or proceeding has been taken for the appointment of a liquidator or provisional liquidator or with a view to seeking a moratorium or a voluntary arrangement in respect of the Academy Trust or if requested by the Academy Trust, the Lender may appoint by writing, insofar as permitted by law, any person or persons to be a Receiver of all or any of the Charged Property and the security created by this Deed shall in any of such events become immediately enforceable.
- 7.4 The Lender may, to the extent permitted by law, remove a Receiver or Receivers from all or any of the Charged Property of which he or they is or are the Receivers, fix and pay the fees of a Receiver and substitute any Receiver, but any Receiver shall be the agent of the Academy Trust and the Academy Trust shall be solely responsible for the Receiver's acts, defaults and remuneration.
- 7.5 Once a Receiver is appointed, the Lender will not be precluded from making any subsequent appointment of a Receiver over any Charged Property, whether or not any Receiver previously appointed continues to act.
- 7.6 At any time after a demand for repayment of the Obligations, all or any of the powers conferred by Clause 8.1 may be exercised by the Lender, whether as the Academy Trust's attorney or not, without first appointing a Receiver or notwithstanding any such appointment.

- 7.7 The Lender will not be liable to account to the Academy Trust as mortgagee in possession for any money not actually received by the Lender and if the Lender or any Receiver takes possession of the Charged Property it or he may at any time relinquish such possession (whether it or he relinquishes such possession in whole or in part).
- 7.8 If the Academy Trust is in default of any of its obligations under this Deed, the Lender or any Receiver may perform such obligation and take such action as is necessary to make good the default without becoming liable to account as a mortgagee in possession.
- 7.9 Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.

8. RECEIVERS

- 8.1 Any Receiver appointed by the Lender shall be a receiver and manager and shall have the powers specified in schedule 1 to the Insolvency Act 1986 and the following powers exercisable upon such terms and conditions as he thinks fit:
- 8.1.1 to take possession of and generally to manage the Charged Property;
 - 8.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract or arrangement to which the Academy Trust is or is to be a party;
 - 8.1.3 to carry out on the Charged Property or on any other property which it may in his opinion be necessary or desirable to work upon, any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing of equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes and to effect and/or carry out any development, building or other works;
 - 8.1.4 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or other property and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Charged Property or any part of it;
 - 8.1.5 to sell, lease, licence, surrender or accept surrenders of Leases, deal with or dispose of the Charged Property without restriction including power to dispose of any fixtures separately from the land;
 - 8.1.6 to complete any transaction by executing deeds or documents in the name of or on behalf of the Academy Trust;
 - 8.1.7 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
 - 8.1.8 to call up any uncalled capital of the Academy Trust with all the powers conferred by the Articles of Association of the Academy Trust in relation to calls;
 - 8.1.9 to engage, rely on the advice of and dismiss advisers, consultants, officers, managers, agents, workmen and others;
 - 8.1.10 to purchase materials, tools, equipment, goods or supplies;
 - 8.1.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
 - 8.1.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

8.1.13 to make any elections for VAT purposes; and

8.1.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property.

8.2 In the case of joint Receivers any power may be exercised jointly or severally.

8.3 Any moneys received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:

8.3.1 in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver including the remuneration of any Receiver;

8.3.2 in or towards satisfaction of the Obligations in whatever order the Lender may require;

8.3.3 as to the surplus (if any) to the person(s) entitled to it,

provided that the Receiver may retain any moneys in his hands for so long as he thinks fit and the Lender may, without prejudice to any other rights it may have at any time and from time to time place and keep for such time as the Lender may think fit any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit either of the Academy Trust or of the Lender as the Lender thinks fit without any intermediate obligation on the Lender's part to apply such moneys or any part of such moneys in or towards the discharge of the Obligations.

8.4 Subject to Clause 8.3, any moneys received or realised by the Lender from the Academy Trust or a Receiver under this Deed may be applied by the Lender to any item of account or liability or transaction in such order or manner as the Lender may determine.

9. PROTECTION OF PURCHASERS AND POWER OF ATTORNEY

9.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

9.2 The receipt of the Lender or any Receiver shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.

9.3 Neither the Lender nor any Receiver shall be liable to the Academy Trust in respect of any loss or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers or arising out of any valuation or report relating to the Charged Property.

9.4 The Academy Trust by way of security irrevocably appoints the Lender and any Receiver severally to be the attorney for the Academy Trust (with full power of substitution and delegation) in the Academy Trust's name and on the Academy Trust's behalf and as the Academy Trust's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers.

10. SET-OFF

The Lender shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Academy Trust to the Lender against any liability of the Lender to the Academy Trust (in either case whether actual or contingent, present or future and irrespective of the branch or office, currency or place of payment) and may for such purpose convert or exchange any currency.

11. PROTECTION OF SECURITY

- 11.1 This Deed shall be a continuing security and shall extend to cover the ultimate balance due from the Academy Trust to the Lender notwithstanding that there may have been at any time a balance to the credit of the Academy Trust on any account of the Academy Trust or any other matter or thing.
- 11.2 This Deed is in addition to any other rights or security, present or future, held by the Lender from the Academy Trust or any other person for the Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender. Such rights or security may be enforced in whatever order the Lender decides.
- 11.3 No security or payment which may be avoided or adjusted under any law relating to insolvency or similar legislation binding on the Academy Trust in whatever jurisdiction and no release, settlement or discharge given or made by the Lender on the faith of any such security or payment shall prejudice or affect the right of the Lender to recover from the Academy Trust (including the right to recover any monies refunded under the Insolvency Act 1986 and any costs payable by it or incurred in connection with any such process) or to enforce the security created by or pursuant to this Deed to the full extent of the Obligations. Any such release, settlement or discharge will be deemed to have been made upon the condition that it will become entirely void if the security or payment on the faith of which it was made or given is at any time avoided (in whole or in part).

12. FURTHER ASSURANCE

The Academy Trust will at its own cost at the Lender's or any Receiver's request execute any deed or document and take any action reasonably required by the Lender or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property the Obligations or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Lender or any Receiver or for establishing the nature or extent of the Charged Property.

13. ARRANGEMENTS WITH THE ACADEMY TRUST AND OTHERS

The Lender may without releasing or affecting the security created by this Deed do any of the following:

- 13.1 allow to the Academy Trust or any other person any time or indulgence;
- 13.2 renew, vary, refrain from enforcing or release any present or future security or guarantee which the Lender holds from the Academy Trust or any other person; and
- 13.3 compound with the Academy Trust or any other person.

14. PAYMENTS TO BE MADE WITHOUT DEDUCTION

- 14.1 All sums payable by the Academy Trust shall be paid in sterling in immediately available funds and shall be paid to the credit of such account as the Lender may designate. All such payments shall be made in full without set-off of any sum owing by the Lender to the Academy Trust or counter-claim and free and clear of any deduction of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law.
- 14.2 If at any time the Academy Trust is required by law to make any deduction or withholding from any payment due from the Academy Trust to the Lender, the Academy Trust shall simultaneously pay to the Lender whatever additional amount is necessary to ensure that the Lender receives and retains a net sum equal to the payment it would have received had no deduction or withholding been made.

15. PRIOR CHARGES

If there is any Encumbrance which ranks in priority to the security created by this Deed and the person with the benefit of such Encumbrance does anything to enforce it, the Lender or any Receiver may repay the monies owed under that Encumbrance or arrange for it to be transferred to the Lender.

16. NOTICES

16.1 All notices or demands must be in writing.

16.2 Any notice or demand to the Academy Trust may be sent by prepaid post or delivered to the Academy Trust at its registered office or the Academy Trust's last known place of business (or, if more than one, any one of such places).

16.3 Any notice to the Lender must be sent by prepaid post or delivered to the Lender at its address as set out in this Deed unless it has communicated another address to the Academy Trust in which case it must be sent to the last address so communicated.

16.4 The address for service of the Lender in the case of any registered land is the Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT marked for the attention of: The Secretary of State for Education.

16.5 A notice or demand by the Lender sent by post will be deemed served on the third day after posting.

17. LAW AND JURISDICTION

17.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2 The Academy Trust irrevocably submits to the non-exclusive jurisdiction of the English courts.

18. ASSIGNMENT AND TRANSFER

18.1 The successors in title of the parties shall have the benefit of and be subject to this Deed.

18.2 Subject to Clause 18.3, the rights and obligations of the Lender under this Deed shall not be assigned, novated or otherwise transferred other than to a person, body or executive agency (being a single entity) having the legal capacity, power and authority to become a party to and perform the obligations of the Lender under this Deed.

18.3 Any assignment under Clause 18.2 may only be to an assignee which has some or all of the same (or substantially the same) responsibilities for education services as the Lender.

18.4 The Lender may give such information relating to the Academy Trust, its affairs or this Deed as it thinks fit to any of its associated companies or to any third party proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this Deed.

19. INDEMNITY

The Academy Trust will indemnify the Lender on demand against any loss or expense (including legal fees) sustained or incurred as a result of a failure by the Academy Trust to perform any of its obligations under this Deed.

20. WAIVER

- 20.1 No failure to exercise or any delay in exercising any right or remedy under this Deed shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.
- 20.2 Any waiver given by the Lender must be in writing and expressly stated by the Lender to be a waiver. Such waiver will only apply to the specific events or circumstances to which it is stated to relate, and not to any other events or circumstances, past or future.

21. SEVERANCE

- 21.1 If any provision of this Deed shall be found by any court or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Deed which remain in full force and effect to the extent permitted by law.
- 21.2 If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were reduced in application, the provision in question shall apply with such modification as may be necessary to make it valid.

22. MISCELLANEOUS

- 22.1 Interest will be calculated both before and after judgment on a daily basis and on the basis of a 365 day year and be compounded quarterly.
- 22.2 A certificate signed by an official of the Lender as to the amount due or owing from the Academy Trust shall be conclusive evidence against the Academy Trust, except in the case of obvious error.
- 22.3 The terms of the documents under which the Obligations arise and of any side letters between the Academy Trust and the Lender in relation to the Obligations are incorporated into this Deed to the extent required for any purported disposition of the Charged Property (or any part of it) contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

23. STATEMENTS

The land charged by this Deed is held by the Academy Trust, an exempt charity.

24. DELEGATION

The directors of the Academy Trust have, by virtue of a resolution dated 27 February 2020 delegated authority to Peter Rout and Jonathan Taylor as directors of the Academy Trust to execute this Deed for the Academy Trust, it being the registered proprietor of the Charged Property.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - THE CHARGED PROPERTY

Registered Land

Administrative Area :	Norfolk
Title Numbers :	NK167251, NK200908 and NK165224 (part only of each title)
Class of Title :	Absolute
Property Description :	Land at Wymondham College, Golf Links Road, Morley, Wymondham, Norfolk NR18 9SZ shown edged and shaded red on the Plan.



SCHEDULE 2 – GRANT OF EASEMENTS

Definitions:

In this Schedule the following definitions and expressions shall have the following meanings:

"Conduits" means ducts pipes wires cables sewers drains ditches watercourses and conduits for the free passage or transmission of foul and surface water land drainage gas electricity water and ducting for telecommunications cables and wires or other matters and ancillary equipment and structures"

"Roads" means the roads connecting the Charged Property to public highways maintainable at public expense and with all ancillary footpaths and cycleways;

1. Rights Granted

For the benefit of the Charged Property and each and every part of it and for the benefit of the purchaser and its servants agents and workmen and all others authorised by it (or any of them):

1.1 Over the Roads and the Conduits

1.1.1 subject to a fair and reasonable contribution to repair, maintenance and renewal of the same, the right at all times and for all purposes connected with the lawful use of the Charged Property to pass and repass with or without vehicles over and along the Roads; and

1.1.2 subject to a fair and reasonable contribution to repair, maintenance and renewal of the same, the right to the free and uninterrupted running of foul and surface water gas electricity water telecommunications and other services to and from the Charged Property through the appropriate Conduits as are now or are in the future constructed on or under the Retained Land serving or capable of serving the Charged Property.

1.2 To enter

The right to enter on to so much of the Retained Land as is reasonably necessary with or without workmen equipment vehicles machinery and apparatus:

1.2.1 in relation to the Conduits, to maintain cleanse repair renew and replace the same from time to time;

1.2.2 to connect to such of the Conduits as are now or are in the future on or under the Retained Land and capable of serving the Charged Property and to construct maintain cleanse repair and renew all such connections;

1.2.3 to lay on in or under the Roads or on in or under such parts of the Retained Land as are not intended to be built upon such new Conduits as the purchaser requires for serving the Charged Property and to connect such new Conduits to those as are now or are in the future on or under the Retained Land and to inspect maintain cleanse repair and renew the same; and

1.2.4 (in so far as the same cannot be carried out from the Charged Property) and so far as reasonably required to carry out construction work on or repairs to the Charged Property;

PROVIDED THAT in carrying out works on the Retained Land pursuant to these provisions the persons exercising such rights will:

- (i) except in emergency before commencing such works give not less than 14 days' written notice of their intention to carry out such works to the Trust;
- (ii) obtain the prior written approval of the Trust to the routes of and specification for any such connections or new Conduits (including for the avoidance of doubt any headwalls to surface water drainage outfalls) (such approval not to be unreasonably withheld or delayed);
- (iii) not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Retained Land or any part of it or the use of Conduits benefiting the same;
- (iv) carry out all works in a good and workmanlike manner in accordance with the approval granted by the Trust and the requirements of all relevant authorities;
- (v) cause as little damage to the Retained Land as reasonably practicable in the exercise of such rights;
- (vi) make good as soon as reasonably practicable any damage caused to the Retained Land and indemnify the Trust in respect of any liability or loss which might arise as a result of any breach; and
- (vii) comply with all reasonable safeguarding requirements of the Trust of which the Lender has received prior written notice.

1.3 To support

The right of support for the Charged Property and the buildings now or in the future erected thereon from the parts of the Retained Land adjoining or neighbouring the Charged Property.

SCHEDULE 3— RESERVATION OF EASEMENTS

Definitions:

In this Schedule the following definitions and expressions shall have the following meanings:

“**Conduits**” means ducts pipes wires cables sewers drains ditches watercourses and conduits for the free passage or transmission of foul and surface water land drainage gas electricity water and ducting for telecommunications cables and wires or other matters and ancillary equipment and structures, including the existing electrical distribution unit”

“**Roads**” means the roads within the Charged Property and all ancillary footpaths and cycleways;

1. Rights Reserved

For the benefit of the Retained Land and each and every part of it and for the benefit of the Academy Trust and its successors in title, and their servants agents and workmen and all others authorised by it (or any of them):

1.1 Over the Conduits

1.1.1 subject to a fair and reasonable contribution to repair, maintenance and renewal of the same, the right to the free and uninterrupted running of foul and surface water gas electricity water telecommunications and other services to and from the Retained Land through the appropriate Conduits as are now or are in the future constructed on or under the Charged Property serving or capable of serving the Retained Land.

1.2 To enter

The right to enter on to so much of the Charged Property as is reasonably necessary with or without workmen equipment vehicles machinery and apparatus:

- 1.2.1 in relation to the Conduits, to maintain cleanse repair renew and replace the same from time to time;
- 1.2.2 to connect to such of the Conduits as are now or are in the future on or under the Charged Property and capable of serving the Retained Land and to construct maintain cleanse repair and renew all such connections;
- 1.2.3 to lay on in or under the Roads or on in or under such parts of the Charged Property as are not intended to be built upon such new Conduits as the Academy Trust requires for serving the Retained Land and to connect such new Conduits to those as are now or are in the future on or under the Charged Property and to inspect maintain cleanse repair and renew the same; and
- 1.2.4 (in so far as the same cannot be carried out from the Retained Land) and so far as reasonably required to carry out construction work on or repairs to the Retained Land;

PROVIDED THAT in carrying out works on the Charged Property pursuant to these provisions the persons exercising such rights will:

- (i) except in emergency before commencing such works give not less than 14 days' written notice of their intention to carry out such works to the Academy Trust;
- (ii) obtain the prior written approval of the purchaser to the routes of and specification for any such connections or new Conduits (including for the

avoidance of doubt any headwalls to surface water drainage outfalls) (such approval not to be unreasonably withheld or delayed);

- (iii) not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Retained Land or any part of it or the use of Conduits benefiting the same;
- (iv) carry out all works in a good and workmanlike manner in accordance with the approval granted by the Academy Trust and the requirements of all relevant authorities;
- (v) cause as little damage to the Charged Property as reasonably practicable in the exercise of such rights;
- (vi) make good as soon as reasonably practicable any damage caused to the Charged Property and indemnify the purchaser in respect of any liability or loss which might arise as a result of any breach; and
- (vii) comply with all reasonable safeguarding requirements of the purchaser of which it has received prior written .

1.3 To support

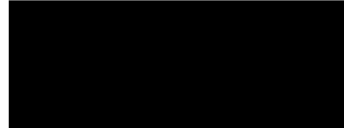
The right of support for the Retained Land and the buildings now or in the future erected thereon from the parts of the Charged Property adjoining or neighbouring the Retained Land.

NOTICE TO ACADEMY TRUST : THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT THE ACADEMY TRUST TO BE LEGALLY BOUND.

Executed as a Deed by **Sapientia Education Trust** acting by:

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Director



Peter Rout

Director



Jonathan Taylor

Pursuant to a resolution of the board of directors, a certified copy of which is attached

The Corporate Seal of The Secretary of State for Education hereunto affixed is authenticated by:

}