

APPENDIX 6 – EdCity - DfE consent



Department for Education
Sanctuary Buildings
Great Smith Street
London SW1P 3BT

Tel: 0370 000 2288

schoolsassets.EFACAPITAL@education.gov.uk

Refs: LT-2716 and LT-2717
30 March 2021

Daryle Mathurin
Assistant Lead: Education, Assets and Operations
Children's Services
London Borough of Hammersmith & Fulham
Town Hall
King Street
London
W6 9JU

By email only: Daryle.Mathurin@lbhf.gov.uk

THIS LETTER REPLACES THAT DATED 6 MAY 2020

Dear Ms Mathurin

Application for consent to the Secretary of State for Education of a disposal or appropriation of school land including playing field land under Schedule 1, Part 1 of the Academies Act 2010 and to dispose of and change the use of school playing field land under s77(1) and s77(3), School Standards and Framework Act, 1998

ARK Swift Academy, Australia Road, London W12 7PT ("the school")

Thank you for your applications seeking consent to dispose of or appropriate and change the use of school playing field land at the school, which comprises part of the council's registered freehold title number NGL633385. The land concerned is shown edged red on the plans at Annex 1 and Annex 2 to this letter.

This letter confirms that the Secretary of State does not intend to make a direction in relation to the land under Schedule 1, Part 1 of the Academies Act 2010 and that consent to the disposal or appropriation and change of use has been granted under s77(1) and s77(3) of the School Standards and Framework Act 1998 subject to the conditions listed at Annex 3 to this letter including the grant of new leases to the academy trust of the land as shown on the plans at Annex 4 and Annex 5, the provision of off-site playing field land as shown on the plan at Annex 6 and to the council confirming acceptance of these conditions and confirming it will comply with them by returning a signed acknowledgement in the form of the letter at Annex 7 on

The Secretary of State's decision has been made on the basis of the information provided by you or on your behalf.

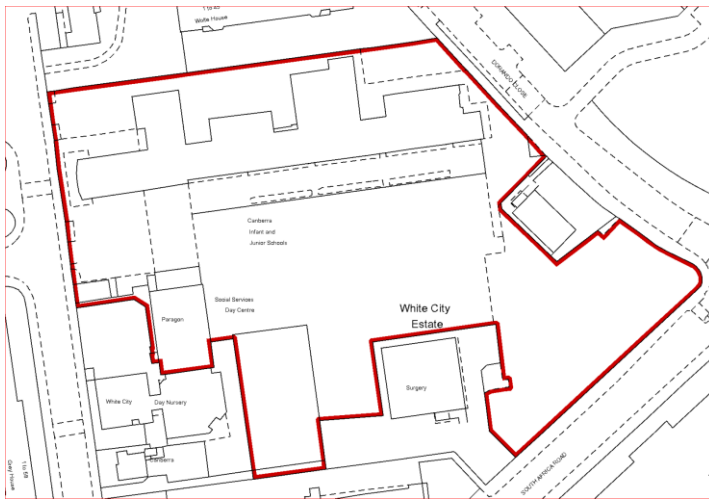
Yours sincerely

LFKW Winterma

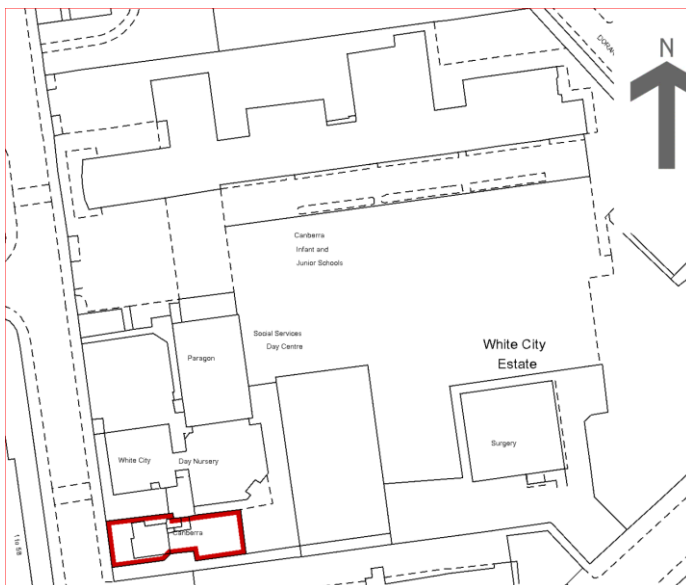
Signed in my capacity as Deputy Director of Capital acting for and on behalf of The Department for Education Legal & Transactions, Capital Group

Dame Kate Dethridge, Regional Schools Commissioner

Annex 1 plan of land to be disposed of or appropriated (registered under leasehold title BGL100326 (main academy site shown outlined red))



Annex 2 plan of land to be disposed of or appropriated (registered under leasehold title BGL100325 (former caretaker's house shown outlined red))



Annex 3 Conditions of consent

1. Hammersmith and Fulham (“the council”) is to grant a new 125-year lease to ARK Schools of the areas shown outlined red on the plans at Annex 4(i) – 4(iii) “the School Head Lease” and as shown outlined red on the plans at Annex 5(i) to 5(iii) (“the Youth Zone Head Lease” on the terms set out in letter of even date to ARK Schools;
2. the council is to ensure that the roof top playspace on the youth zone building is to be a suitable specification including a surrounding wall and netting and at all times provides a safe play area for primary school-aged children;
3. the School Head Lease and the Youth Zone Head Lease between the council and ARK Schools (“the academy trust”) shall not contain any obligation for the academy trust or ARK Swift Academy (“the school”) to make any payments under any service charge other than for utilities directly used or consumed by the school and building repairs and maintenance for the benefit of the school or youth zone and limited to those considered necessary to the tenants’ obligations under the terms of the head leases, and which are to be on a fair and proportionate basis and for the academy trust to have the right to be settled by arbitration by reference to the President for the time being of the Royal Institution of Chartered Surveyors;
4. should the council cease to provide nursery services from the nursery facilities or cease to sub-let these to another provider of nursery facilities (whose purpose is to provide low cost nursery spaces for local residents), for a continuous period of more than six months (“the nursery service failure period”) the academy trust is to have the first right to a lease of these facilities on similar terms as would be granted by a council to a not-for-profit provider of nursery facilities at the relevant time;
5. the council is to make no less than 10% (at least 3 flats) of the intermediate rented housing units available to teaching staff at schools within the borough at all times;
6. the council is to confirm to DfE in writing that Phase 1 of the EdCity development (to include the school, Youth Zone and all infrastructure necessary for their normal operational needs) is fully-funded before accepting the surrender of the current school leases from the academy trust;
7. the council is to confirm to DfE in writing that in the event of any failure of EdCity Development Ltd or its funders to complete Phase 1 (including the school, youth zone and all infrastructure necessary for their normal operational needs) within 4 years of this consent, it will exercise its step in rights, to complete Phase 1; or it will re-grant a new standard DfE 125-year academy lease of the existing school (to the current lease plans) having

reinstated the buildings and external areas to their current designs such that the school benefits from equivalent or better facilities than it currently enjoys;

8. the council will secure for the benefit of the school, for the 125-year duration of the head leases to the academy trust of the school and youth zone, the use of additional off-site external playing field land area within 2 years of the completion of the new school and as shown on the plan at Annex 6 totalling not less than 2,300 m² of any of the types described in BB103. The school is to have exclusive use of these off-site external playing field land area/s at no cost during all school hours during school term time (“the School Off-site Playing Field Land”) The council may provide an alternative equivalent area of land, with equivalent or better facilities, within 10 minutes’ safe walking distance of the existing school subject to the Secretary of State’s consent. In the event that the school does not, from time-to-time, want the use of the School Off-site Playing Field land , the council is to offer the area for play to any primary school within ½ mile of the existing school at no cost during all school hours. The council is to report to DfE promptly on the provision and use of the space if required;
9. to make not less than 10,000ft² of office accommodation available to the academy trust running the school at no more than 80% of its market rental value ending on the earlier of 25 years from the new lease commencement date of the school and the date on which EdCity Office disposes of the whole of its interest in the office building to a non-related party, including disposal by or to a mortgagee (subject to payment of the overage referred to in paragraph 10 below if payable at that time) and in the event that the academy trust running the school does not want this office accommodation, it is to be made available for other trusts running schools in the council area on the same terms; and

ARK conditions (or any subsidiary company/special purpose vehicle)

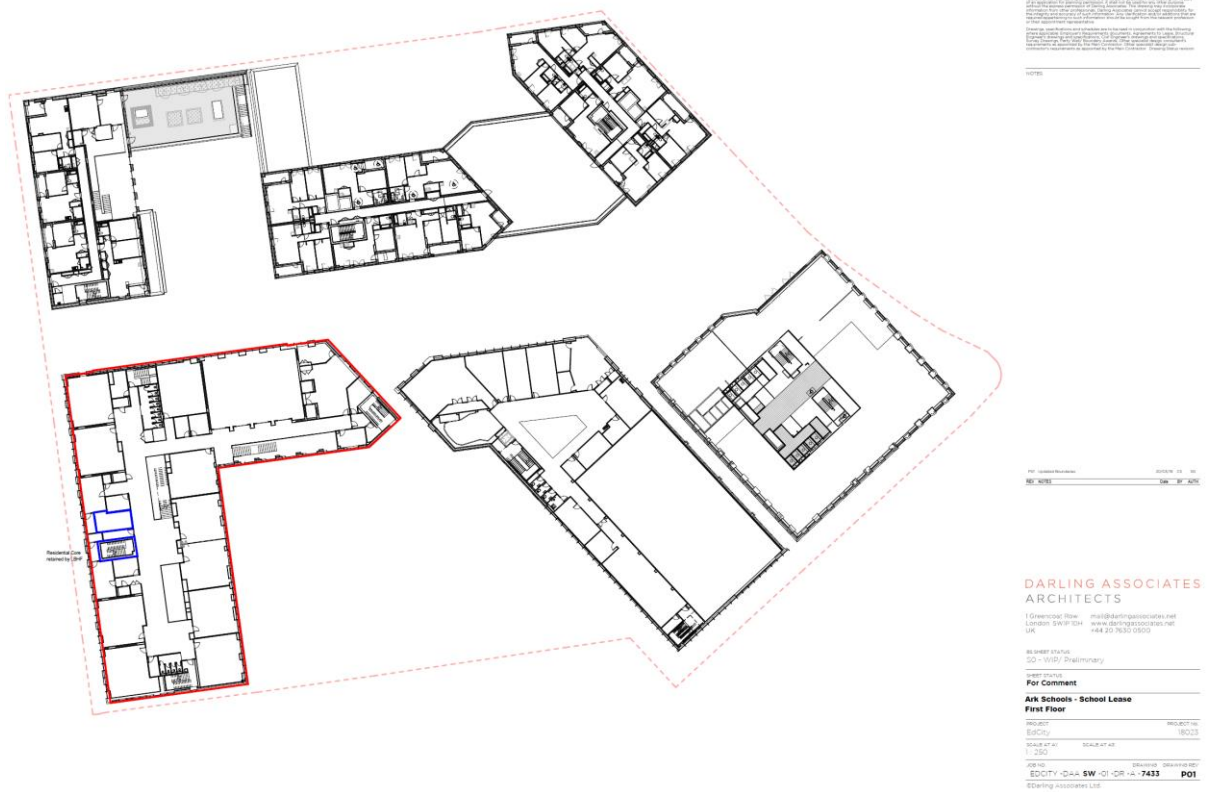
10. to pay the academy trust operating the school £3 million (three million pounds) excluding VAT, in the event that the leasehold interest is transferred to a non-related party within 10 years of the commencement date of the new School head lease. This obligation is to be reflected on the current leasehold title by way of a restriction registered at the Land Registry. In the event of any dispute, the academy trust is to submit this to arbitration to settle by reference to a Registered Valuer appointed by the President of the time being of the Royal Institution of Chartered Surveyors or Chartered Institute of Arbitrators and ARK and any subsidiary or company or receiver owning the property at that time is to provide all such information as required by the arbitrator, including any contractual and other information whether or not protected by copyright or other protections.

Annex 4(i) – 4(iii) Plans of School Head Lease

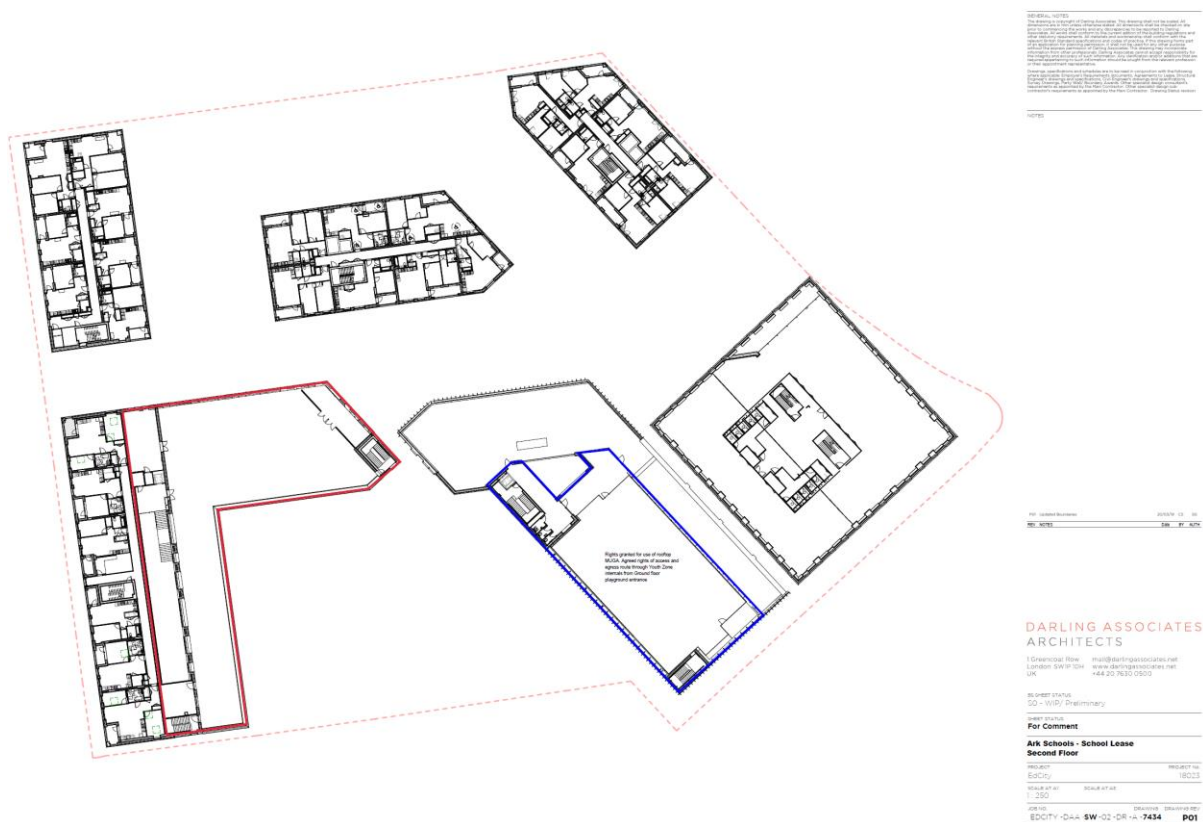
Annex 4(i) New school site (School Head Lease – ground floor plan shown outlined red)

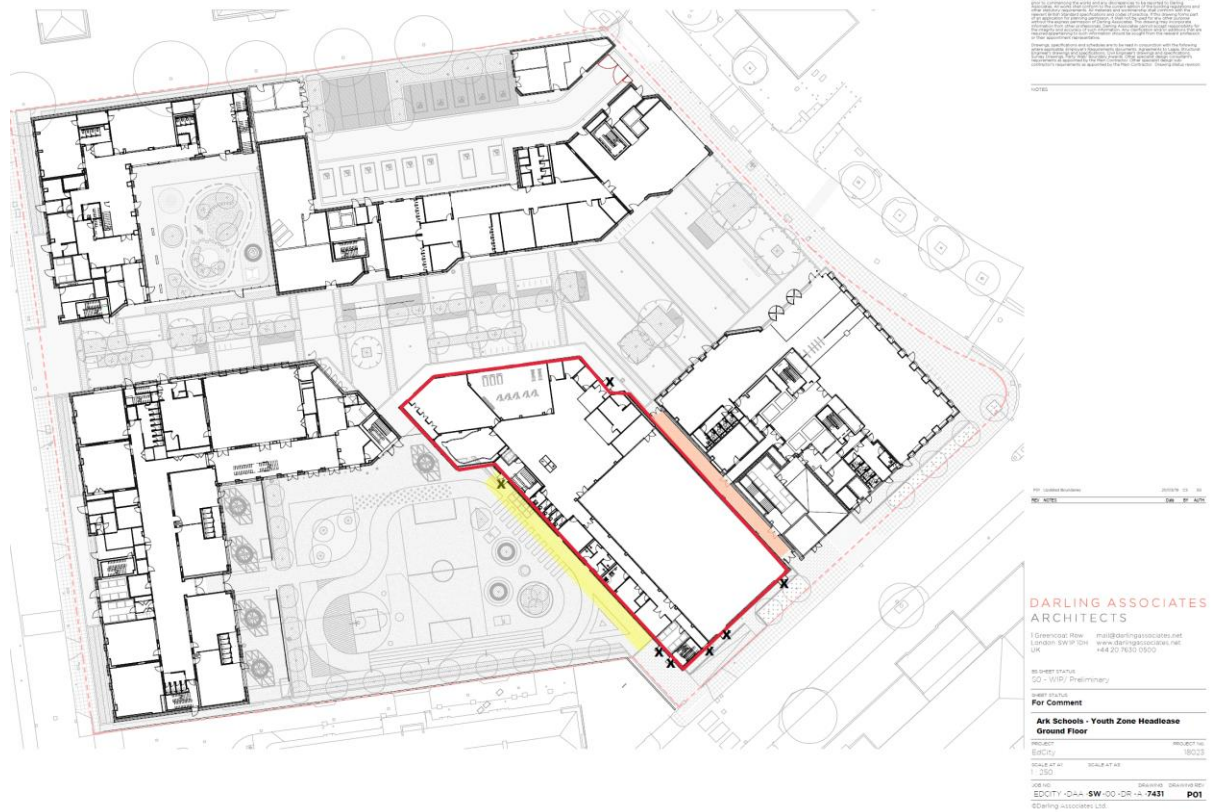


Annex 4(ii) New school site (School Head Lease - first floor plan shown outlined red).



Annex 4(iii) New school site (School Head Lease - second floor plan shown outlined red with rights reserved to use rooftop play pitch in youth zone under-lease shown outlined blue)

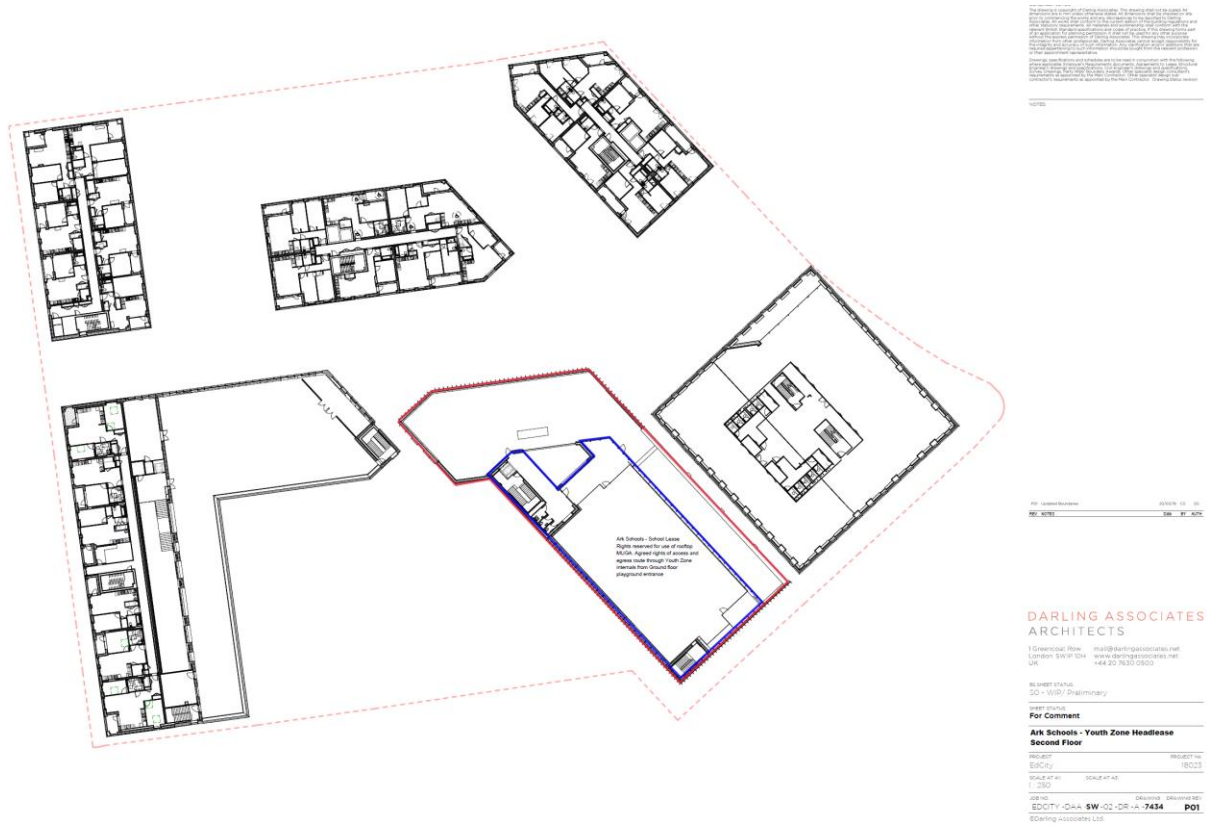




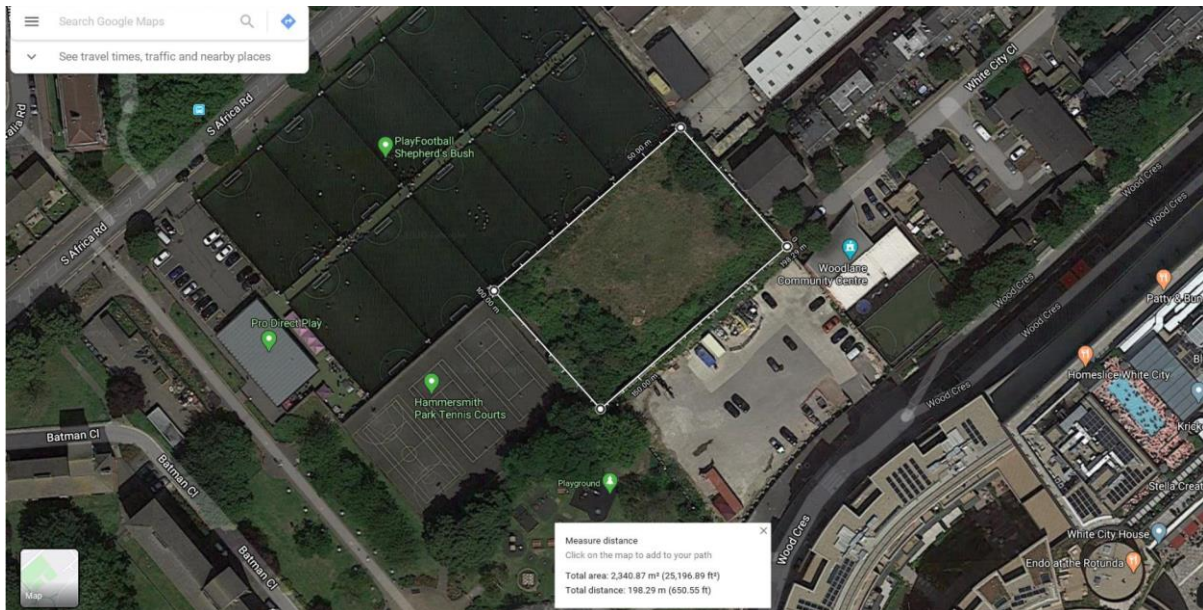
This architectural floor plan shows a complex building layout. A red dashed line outlines a specific area that includes a large rectangular hall, a smaller room, and a triangular-shaped room. The rest of the building, which includes various offices, corridors, and a large open area, is shown in black and white. The red dashed line highlights a specific section of the building, possibly for a particular project or renovation.

FIRST FLOOR	
PROJECT EdCity	PROJECT NO. 18023
SCALE AT A1 1:250	SCALE AT A2
JOB NO.	DRAWING - DRAWING REV.
EDCITY-DAA SW -01-DR -A -7433	P01
©Darling Associates Ltd.	

Annex 5(iii) Youth Zone Head Lease (and Youth Zone Under Lease) Second floor plan as shown outlined red, with rights reserved to ARK Schools over land shown outlined blue.



Annex 6 Plan of the “school off-site playing field land” shown outlined white to be provided at no cost during all school hours to ARK Swift Primary Academy or offered for use by other primary schools within ½ mile of the school at no cost during all school hours.



Annex 7 – form of acknowledgement letter

[to be printed on applicant's letterhead]

Department for Education
Sanctuary Buildings
Great Smith Street
London SW1P 3BT

[] 2021

Dear Sirs

Acceptance of conditions of the consent of the Secretary of State for Education to a disposal or appropriation of school land including playing field land under Schedule 1, Part 1 of the Academies Act 2010 and to dispose of and change the use of school playing field land under s77(1) and s77(3), School Standards and Framework Act, 1998

LT-2716 and LT-2717 ARK Swift Primary Academy, Australia Road, Shepherd's Bush, London W12 7PT ("the school")

I confirm the council's acceptance of the conditions of consent set out in the Department's letter dated 30 March 2021, a copy of which is attached to this letter, and confirm that the council will comply with those conditions.

Yours faithfully

..... (name)

Chief Executive/Section 151 Office/Monitoring Office/Director of Children's Services

and, in respect of the ARK conditions

..... (name)

Chief Executive
ARK