

**PROPERTY REGISTRATION AUTHORITY**

**COUNTY**

**FOLIO**

**FOLIO**

**THIS LEASE** made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and nineteen

**BETWEEN THE MINISTER FOR EDUCATION AND SKILLS** (hereinafter called “the Minister”) of the first part and  
(hereinafter called “the Patron”) of the second part

**WHEREAS**

A. In this Lease, unless the context otherwise requires, -

- (1) **“the Ancillary Rights”** means the easements rights and privileges set out in the Second Schedule hereto;
- (2) **“the Buildings”** mean the buildings erected or to be erected on and (when so erected) forming part of the Demised Premises and which said buildings are to be used in accordance with the Permitted User as hereinafter defined and include all the Conduits and Plant in, upon, over or under and exclusively serving the same, all the Minister’s fixtures and fittings now or hereafter in or upon the same, all additions alterations and improvements thereto but excluding the airspace above and the ground below the Buildings;
- (3) **“Building Regulations”** means such regulations as may be required at law in connection with the construction of the Buildings;
- (4) **“Conduits”** means all sewers, drains, ditches, soakaways, pipes, gullies, gutters, ducts, mains, watercourses, channels, subways, wires, cables, shafts, flues and other transmission or conducting media and installations (including all fixings covers, cowls, louvres and other ancillary apparatus) of whatsoever nature or kind or any of them for the utilities as hereinafter defined;
- (5) **“Deasy’s Act”** means the Landlord and Tenant Law Amendment Act, Ireland 1860;
- (6) **“the Demised Premises”** means the premises demised by this Lease and more particularly described in the First Schedule hereto;
- (7) **“the Education Act”** means the Education Act, 1998 (as amended);

- (8) **“the Exceptions and Reservations”** means the easements, rights and privileges excepted and reserved out of this Lease and specified in the Third Schedule hereto;
- (9) **“this Lease”** includes the Schedules and any document which is made supplemental hereto or which is entered into pursuant to or in accordance with the terms hereof;
- (10) **“the Map”** means the map or plan annexed hereto;
- (11) **“the Minister”** means the Minister named at the commencement of this Lease and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term;
- (12) **“the Patron”** means the person or persons named as such at the commencement of this Lease and includes the person or persons entitled for the time being to the lessee’s interest created by this Lease and is the person recognised by the Minister as the Patron under Section 8 of the Education Act 1998;
- (13) **“the Permitted User”** means user of the Demised Premises in accordance with the provisions of Clause 3.5 of this Lease;
- (14) **“the Planning Acts”** means the Planning Acts, 2000 to 2002 and the Building Control Act 1990 and any subsequent amendment or replacement thereof;
- (15) **“The Public Health Acts”** means the Local Government (Sanitary Services) Act 1878 to 1964;
- (16) **“Recognised School”** means a school that is recognised by the Lessor in accordance with Section 10 of the Education Act;
- (17) **“the Rent”** means the yearly rent of one Euro and twenty seven cent (€1.27) (if demanded);
- (18) **“School”** means an establishment which
- (a) provides primary education to its students and which may also provide early childhood education, or
  - (b) provides post primary education to its students and which may also provide courses in adult, continuing or vocational education or vocational training but does not include a school or institution established in accordance with the

Childrens Acts 1908 to 1989 as amended or a school or institution established or maintained by a health board in accordance with the Health Acts, 1947 to 1996 or the Child Care Act 1991 as amended;

- (19) **“the Term”** means the term of forty years from the        day of        Two Thousand and        ;
- (20) **“Utilities”** means water, soil, steam, air, gas, electricity, heating fuels, radio, television, telegraphic, telephonic, telecommunications and other communications, security alarm systems and other services of whatsoever nature servicing the Demised Premises;
- (21) **“the 2009 Act”** means the Land and Conveyancing Law Reform Act 2009.

**B.1** In this Lease unless the context otherwise requires –

- (1) words importing a person include a corporate body or any unincorporated association and vice versa;
- (2) any reference to the masculine gender includes the feminine and neuter gender and any reference to the neuter gender includes the masculine and feminine genders;
- (3) words in the singular include the plural where the context so admits or requires and vice versa;
- (4) any reference to a statute (whether specifically named or not) or to any sections or sub-sections thereof includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, certificates, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom.

**B.2.1** Where two or more persons are included in the expression “the Patron” such expressions include all or either or any of such persons and the covenants which are expressed to be made by the Patron shall be deemed to be made by or with such persons jointly and severally.

- B.2.2** Any covenant by the Patron not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done.
- B.3** References to any right of the Minister to have access to or entry upon the Demised Premises shall be construed as extending to all persons authorised by the Minister, including agents, inspectors, professional advisers, prospective purchasers of any interest of the Minister in the Demised Premises, contractors, workmen and others.
- B.4.1** Titles or headings appearing in this Lease are for reference only and shall not affect its construction or interpretation.
- B.4.2** Any reference to a clause or schedule shall mean a clause or schedule of this Lease.
- C.1** The Minister has certain functions in connection with the leasing of land and buildings for the purposes of establishing schools as provided for by the Education Act and enters into this agreement pursuant to such functions, and in respect of a recognised school within the meaning of Section 9 and 10 thereof.
- C.2** For the avoidance of doubt the demise hereinafter contained is not a lease under the Leases for Schools (Ireland) Act 1881.
- D.1** The Minister has, in order to promote the establishment of  
purchased the lands the subject of this demise out of funds provided by the Oireachtas.
- D.2** \_\_\_\_\_ was designated as a recognised school by the Minister on or about the \_\_\_\_\_200\_\_\_\_ in accordance with the provisions of Section 10 of the Education Act.
- E.** The Minister for Education and Science/the Minister for Education and Skills is registered as full owner with absolute title of the Demised Premises. By Statutory Instrument No. 184/2010 the Minister became the Successor In Title to the Minister for Education and Science.

F. In consideration of the demise hereinafter contained the Patron has agreed to enter into the covenants hereinafter contained.

**NOW THIS LEASE WITNESSETH** as follows:

### **DEMISE AND REDDENDUM**

1. The Minister in exercise of the powers vested by the State Property Act 1954 and Section 7(2)(c) of the Education Act so enabling him and in consideration of the Rent hereinafter reserved and the covenants on the part of the Patron and the conditions hereinafter contained **HEREBY DEMISES** unto the Patron **ALL THAT AND THOSE** the Demised Premises **TOGETHER WITH** the Ancillary Rights (if any) **BUT EXCEPTING AND RESERVING** thereout the Exceptions and Reservations (if any) **TO HOLD** the Demised Premises unto the Patron for the Term **SUBJECT** to all rights, easements, quasi-easements, privileges, covenants, restrictions, and stipulations of whatsoever nature affecting the Demised Premises **YIELDING AND PAYING** therefor during the Term the Rent and any other sum recoverable by the Minister from the Patron under this Lease.

### **THE PATRON'S COVENANTS**

2. The Patron for himself and his successors, administrators and permitted assigns to the intent that the obligations hereinafter contained shall continue throughout the Term **HEREBY COVENANTS** with the Minister as follows:

#### **2.1 RENT**

To pay the Rent without any deductions if demanded.

#### **3.1 OUTGOINGS**

3.1.1 To pay all rates and taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature) which may at any time during the Term be charged, taxed, assessed, levied or

imposed upon or payable in respect of the Demised Premises or upon the owner or occupier in respect thereof and to indemnify and keep indemnified the Minister against payment of or arising out of same or any expenses (legal or otherwise) in connection therewith;

**3.1.2** To pay to the suppliers and to indemnify and keep the Minister indemnified against all sums due for the Utilities and without derogating from the generality of the foregoing for electricity, gas (if any), water, telephone and other fuels and services used or consumed on or in relation to the Demised Premises including any connection and hiring charges and meter rents, and to perform and observe all present and future regulations and requirements of the electricity, gas and water supply authorities or boards in respect of the supply and consumption of electricity, gas and water on the Demised Premises and not by any act or omission to cause the supply of such services to be disconnected and in the event that any service is disconnected to immediately arrange for the service to be reconnected and to pay the costs thereby incurred and to indemnify and keep the Minister indemnified against any expenses (legal or otherwise) in connection therewith or arising out of any breach thereof.

## **3.2 REPAIRS**

**3.2.1** To keep clean and tidy and in good order from time to time and at all times during the Term the Buildings or such Buildings as may be erected on the Demised Premises from time to time during the Term, all boundary fences and the Conduits and to maintain, repair, and (where necessary) renew and replace, reinstate and keep in good working order and condition the Conduits, the central heating plant ( if any), the sprinkler system, the gutters, doors, locks, plate glass and other windows, fixtures, fittings, fastenings, wires, waste, water drains and other pipes, drains, and sanitary and water apparatus excepting any damage by any loss, damage or destruction caused by fire, explosion, lightning, impact by any road vehicle, aircraft and other aerial devices, earthquake, flood, storm and tempest, riot and civil commotion, terrorism and malicious damage or bursting or overflowing of water tanks, apparatus and pipes and such other risks as would

usually be deemed prudent to insure against and excepting any repairs for which the Minister is responsible under clause 4.2.1.

**3.2.2** To keep all parts of the Demised Premises which are not built upon in a good and clean condition and adequately surfaced;

**3.2.3** Not to deposit on any part of the Demised Premises any rubbish or refuse of any kind other than in proper receptacles and not to burn any rubbish or refuse on the Demised Premises.

**3.2.4** To Report to the Minister in writing through the Planning and Building Unit of the Department of Education and Skills or such other contact point which the Minister may designate from time to time in a timely manner, any structural faults or defects, that may come to the Patron's attention, in respect of the Buildings or such further Buildings as have been or may be erected on the Demised Premises during the Term, the erection of which has been funded by the Minister to include the roof structure, drains, foundations, walls, including external and load bearing walls, timbers, joists and beams of floors and ceilings and chimney stacks and to implement interim control measures until remediation works are completed.

**3.2.5** The Patron hereby covenants to apply in writing to the Minister as soon as is reasonably practicable for grant funding for the purpose of executing repairs under clause 3.2.1 and will keep a record in writing of all applications made for grant funding during the Term.

### **3.3 RIGHTS OF ENTRY BY THE MINISTER**

**3.3.1** To permit the Minister to enter into and upon the Demised Premises or any part thereof for the following purposes:

- (a) To view and examine the state, repair and condition of the Demised Premises, to take a plan of the Demised Premises and to take schedules and inventories of the Minister's fixtures and fittings;

(b) For any other purpose connected with the interest of the Minister in the Demised Premises;

**3.3.2** To permit school inspectors duly authorised as such by the Minister at any time and without the provision of any notice to enter upon the Demised Premises in connection with the discharge by them of the functions assigned to them from time to time by the Minister.

#### **3.4 PERMIT WORKS**

To permit the Minister with all necessary appliances at all times after due notice in writing (except in cases of emergency when no notice shall be required) to enter into and upon the Demised Premises or any part thereof to execute repairs or alterations to or upon any adjoining premises or to cleanse, empty or repair any of the Conduits causing as little inconvenience as possible and making good with all practical speed all damage to the Demised Premises thereby occasioned.

#### **3.5 USER**

**3.5.1** To use the Demised Premises throughout the entire of the Term as a School in accordance with the Education Act and any rules, regulations, orders directives, Departmental Circulars and Guidelines as the Minister may issue thereunder and not at any time during the said Term to use the Demised Premises or any part thereof to be used for any other purpose save with the Minister's prior written consent;

**3.5.2** Subject to the prioritisation of the needs of the school, the Patron may make such arrangements as to make the Demised Premises available outside of school hours to third parties for educational, recreational and community purposes only and in so doing to ensure that the interest of the Minister in the Demised Premises is fully protected. The use of the Demised Premises outside of normal school hours shall be by means of a Licence Agreement between the Patron and the local community group and shall be in accordance with the Departmental Guidelines on the use of school buildings outside of school hours or such other directions/ guidelines that the Department may provide from time to time. In



cases where the Patron wishes to make the Demised Premises available inside of school hours to third parties for educational, recreational and community purposes the Patron must seek the Minister's prior written consent. The use of the Demised Premises inside of school hours shall be by means of Licence Agreement between the Patron and the community group. The Patron shall satisfy itself that the Office of the Minister is not brought into disrepute by the use of the Demised Premises by the said group. The Patron must also ensure that the group using the Demised Premises have both adequate insurance in place and confirm that they comply with all relevant legislative and other requirements including Health and Safety, Child Protection and Garda Vetting. The Patron shall maintain an up to date list in writing available for inspection by the Minister showing the name, registered office, use and confirmation that adequate insurance is in place in relation to each group using the Demised Premises.

**3.5.3** Not to make any application for planning permission or a fire safety certificate in regard to any change of use or other development relating to the Demised Premises without first giving notice in writing to the Minister of the intention to make such application;

**3.5.4** To provide such caretaking or security arrangements as the Minister or the insurers of the Demised Premises shall require in order to protect the Demised Premises from vandalism, theft or unlawful occupation;

**3.5.5** Not to use the Demised Premises for any dangerous, noxious or offensive trade, business or occupation whatsoever nor for any illegal or immoral purpose.

### **3.6 COMPLY WITH ENACTMENTS**

**3.6.1** At all times during the Term to observe and comply in all respects with the provisions and requirements of any and every enactment or any orders or regulations thereunder

**3.6.2** To do and execute or cause to be done and executed all such works as under or by virtue of any such enactment or any orders or regulations thereunder are or

shall be properly directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof whether by the Minister or the Patron or the occupier;

**3.6.3** At all times to keep the Minister indemnified against all claims, demands and liability in respect thereof;

**3.6.4** Without derogating from the generality of the foregoing to comply with the requirements of any local or other statutory authority and the order or orders of any Court of competent jurisdiction.

### **3.7.1 NO BUILDING**

Not at any time during the Term, without the consent in writing of the Minister first had and obtained, to erect or suffer to be erected any buildings or erections on the Demised Premises and not to make or permit to be made any alterations or additions whatsoever to the Demised Premises either internally or externally without the consent in writing of the Minister first had and obtained.

### **3.7.2 REPAIR**

In the event of the erection of a Building or Buildings on the Demised premises during the Term, the erection of which has not been funded by the Minister it is hereby agreed between the parties that the Minister shall bear no responsibility in respect of the repair, up-keep or maintenance of the said Building or Buildings.

### **3.8 REMOVE UNAUTHORISED STRUCTURE**

On the request in writing of the Minister or agent acting for the Minister forthwith to pull down and remove any building erection alteration or addition erected placed or made in breach of the foregoing covenant and if any portion of the Demised Premises has been altered, pulled down or removed in breach of

the foregoing covenant upon such request in writing as herein provided forthwith to amend, restore, replace or rebuild the Demised Premises according to the original plans and elevations thereof.

### **3.9 FIRE AND SAFETY PRECAUTIONS AND EQUIPMENT**

**3.91** At all times to comply with all the recommendations or requirements of the appropriate authority whether notified to the Minister or the Patron in relation to fire precautions and to indemnify the Minister against any costs or expenses incurred in complying with such requirements or recommendations.

**3.92** Not to obstruct the access to or means of working any fire fighting apparatus or appliance for the time being installed in the Demised Premises or the means of escape from the Demised Premises in case of fire or other emergency.

### **3.10 NUISANCE**

**3.10.1** Not to do or permit or suffer to be done on the Demised Premises any act, matter or thing whatsoever which is or may be or grow to be a nuisance or an annoyance, or may cause damage disturbance or inconvenience to the Minister or the owners or occupiers of any adjoining or adjacent property or cause damage thereto or which may be injurious to the value, tone, amenity or character of the Demised Premises;

**3.10.2** To pay to the Minister all costs, charges and expenses which may be incurred by the Minister in abating a nuisance in respect of the Demised Premises and to execute all such works as may be necessary for abating such a nuisance in obedience to a notice lawfully served by a local or public authority in respect of the Demised Premises or pursuant to any Court Order in that behalf.

### **3.11 NOT TO DISCHARGE EFFLUENT**

Not to discharge into the sewers, drains or watercourses serving the Demised Premises any oil or grease or any noxious or deleterious effluent or other

substance whatsoever which may cause obstruction or might be or become a source of danger or injure the said sewers, drains or watercourses and in the event of any such obstruction or injury to make good as soon as practicable all such damage and any damage thereby caused to the Demised Premises to the reasonable satisfaction of the Minister's Surveyor.

### **3.12 SIGNS OR ADVERTISEMENTS**

Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the Demised Premises including the exterior or interior of the Buildings so as to be visible from the exterior thereof or of the external walls, windows, rails or fences thereof any sign, placard, posters, signboard or other advertisement without the prior written consent of the Minister.

### **3.13 ALIENATION**

**3.13.1** Not to assign, transfer or underlet or part with or share the possession or occupation of the Demised Premises or any part thereof or do or suffer any act, matter or thing whereby the Demised Premises or any part thereof shall or may be assigned or underlet or otherwise disposed of or the possession thereof parted with to any person or persons for the whole or any part of the Term without the consent in writing of the Minister being first obtained otherwise than in accordance with Clause 3.5.2 above and Clause 7 below;

**3.13.2** Not to mortgage or charge the Demised Premises or any part thereof or do or suffer any act, matter or thing whereby the Demised Premises or any part thereof shall or may be incumbered with the payment of any monies without the consent in writing of the Minister being first obtained.

### **3.14 STATUTORY REQUIREMENTS**

**3.14.1** Not to do or omit or permit to be done or omitted anything on or in connection with the Demised Premises, the doing or omission of which shall be a

contravention of the Planning Acts or the Public Health Acts or of any other statutory provision, or of any notices, orders, licences, permissions and conditions (if any) served, made, granted or imposed thereunder or under any enactment repealed thereby and to indemnify (as well after the expiration of the term hereby granted as during its continuance) and keep indemnified the Minister against all actions, proceedings, damages, penalties, costs, charges, claims and demands in respect of such acts and omissions or any of them and against the costs of any application for planning permission and the works and things done in pursuance thereof;

**3.14.2** In the event of the Minister giving written consent to any of the matters in respect of which the Minister's consent shall be required under the provisions of this Lease or otherwise and in the event of permission from the Planning and/or the Public Health Act authority under the Planning Acts being necessary for any addition, alteration or change in or to the Demised Premises or for the change of user thereof, to apply at the cost of the Patron to the local planning authority for all consents and permissions which may be required in connection therewith and to give notice to the Minister of the granting or refusal (as the case may be) of all such consents and permissions forthwith on the receipt thereof;

**3.14.3** To give notice forthwith to the Minister of any notice, order or proposal for a notice or order served on the Patron under the Planning Acts or the Public Health Acts and if so required by the Minister to produce the same;

**3.14.4** To comply at the Patron's cost with any notice or order served on the Patron under the provisions of the Planning Acts or the Public Health Acts or any other statutory provision;

**3.14.5** If and when called upon so to do to produce to the Minister all such plans, documents and other evidence as the Minister may reasonably require in order to satisfy itself that the provisions of this Clause have been complied with in all respects.

### **3.15 INDEMNITY AND INSURANCE**

**3.15.1.** To indemnify and keep indemnified the Minister from and against all claims and demands arising as a result of this demise and from and against all and any expenses, costs, claims, actions, demands, proceedings, damages and other liabilities arising directly or indirectly from;

(i) any breach by the Patron of any covenant or condition herein contained

(ii) any negligent acts or omissions by the Patron or any person on the Demised Premises with the Patron's actual or implied authority.

(iii) the user of the Demised Premises

(iv) any work carried out or in the course of being carried out to the Demised Premises by the Patron, his servants or agents sub lessees or sub tenants

**3.15.2** To effect and keep in force during the Term employers' and public liability insurance and contents insurance policies noting the Minister's interest thereon with an insurer licensed to operate in the Republic of Ireland (or which has received official authorisation to operate in the Republic of Ireland in accordance with Article 6 of Directive 73/239/EEC as re-enacted or amended) for such amount as the Minister may from time to time determine in respect of any one claim for any damage, loss or injury which may occur to any property (not being the property of the Patron) or to any person by or arising out of the admission of any person to the Demised Premises;

### **3.16 COMPLIANCE WITH NOTICES**

Upon written notice being given by the Minister, his servants or agents to the Patron of any breach of covenant: -

**3.16.1** to make good and remedy within thirty days of such notice, or sooner if

required in the notice, the breach to the reasonable satisfaction of the Minister;

**3.16.2** if the Patron fails within thirty days of such notice, or as soon as reasonably possible in the case of an emergency, to commence and then diligently and expeditiously to continue to comply with such notice, to permit the Minister, his servants or agents to enter the Demised Premises and carry out all or any of the works or other steps necessary for compliance with the notice;

**3.16.3** to pay all costs and expenses thereby incurred to the Minister on demand.

### **3.17 YIELDING UP**

**3.17.1** At the expiration or sooner determination of the Term and if the Demised Premises are no longer required for the purposes specified at Clause 3.5.1 by the Minister to yield up quietly the Demised Premises, to include any Buildings erected on the Demised Premises during the Term, the erection of which has not been funded by the Minister with the fixtures and fittings which are now on or shall at any time during the continuance of the Term be placed therein (except the Patron's fixtures) in a good and tenantable state of repair and condition having –

1. complied with all the Patron's covenants contained in this Lease and
2. if so required by the Minister but not otherwise removed all alterations or additions made to the Demised Premises by the Patron and/or;

**3.17.2** If the Demised Premises or part thereof being the property of the State shall be required at any time during the Term of the Lease to be used for the public service including the provision of services under the Education Act 1998 or for any other purpose at the absolute discretion of the Minister, upon the service of not less than three (3) months prior written notice in writing, in the case of part of the Demised Premises being required and eighteen (18) months prior written notice in writing in the case of the entirety of the Demised Premises being required on the Patron, the Patron shall yield up and surrender the Demised Premises or such part thereof as shall be required to the Minister and shall discharge all rent, rates, taxes, charges and outgoings in respect of the Demised Premises up to the date of such surrender but shall not be entitled to receive any compensation or other payment in respect of such surrender PROVIDED ALWAYS that in the case of the entirety of the Demised Premises being required the expiry of the relevant notice period shall coincide with the final day of the school term unless a shorter notice period is agreed between the parties.

### **3.18 STAMP DUTY**

To pay to the Minister the stamp duty (if any) on this Lease and the counterpart thereof.

### **3.19 2009 ACT NOTICES**

To pay to the Minister all costs, charges and expenses (including legal costs and surveyors' fees) which may be incurred incidental to the preparation and service of any notices under the Lease and any notice and proceedings under Section 4 of the 2009 Act, notwithstanding the forfeiture is avoided otherwise than by relief granted by the Court.

## **4. THE MINISTER'S COVENANTS**

### **4.1 QUIET ENJOYMENT**



**4.1 THE MINISTER HEREBY COVENANTS** with the Patron that the Patron paying the Rent if demanded and performing and observing all the covenants and agreements herein contained shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the Term without any interruption or disturbance by the Minister.

**4.2 REPAIR**

**4.2.1 THE MINISTER COVENANTS** with the Patron to keep in good repair and condition the structural elements of the Buildings or such Buildings as may be erected on the Demised Premises during the Term and funded by the Minister which include the roof structure, foundations, walls, including external and load bearing walls, timbers, joists and beams of floors and ceilings and chimney stacks

PROVIDED THAT the obligation of the Minister to repair shall not extend beyond the obligation to provide grant funding to the Patron to execute the repairs.

**4.2.2 THE MINISTER FURTHER COVENANTS** to indemnify the Patron from and against all personal injury and third party property damage claims and demands from any negligent acts and omissions of the Minister arising as a result of this demise but not from and against personal injury and third party property damage claims arising in respect of the erection or use of Buildings erected on the Demised Premises during the Term which are not funded by the Minister.

**5. PROVISOS**

**PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:

**5.1 NO IMPLIED EASEMENTS**

Nothing herein contained shall impliedly confer upon or grant to the Patron any right or privilege other than those expressly granted (if any) by this Lease:

## **5.2 FORFEITURE**

Without prejudice to any other right, remedy or power herein contained or otherwise available to the Minister:

**5.2.1** In the event of the non-payment of the Rent or any part thereof if demanded or the breach, non-performance or non-observance of any of the covenants, conditions or agreements on the part of the Patron hereinbefore contained or if the Patron being a company shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or being an individual shall be adjudicated a bankrupt or take the benefit of any act for the relief of debtors then and in such cases the Minister may forthwith (or at any time thereafter) enter upon the Demised Premises and by so doing determine the said Term without prejudice to the rights of the Minister in respect of arrears of rent or any other subsisting breach of covenant, condition or agreement;

**5.2.2** In the event of the recognition of the school being withdrawn in accordance with section 11 of the Education Act this Lease shall thereupon determine and all rights of the Patron thereunder cease.

## **6. NO WARRANTY**

Nothing in this Lease contained shall be deemed to constitute any warranty by the Minister that the Demised Premises or any part thereof or the use thereof for any specific purpose is authorised under the Planning Acts or otherwise.

## **7. SHARED OCCUPANCY**

**7.1** Where the Minister in his absolute discretion forms the opinion that the Demised Premises are not being utilised to their full capacity, he may give three months notice in writing to the Patron of his intention to make such arrangements as he thinks fit for the use and occupancy by additional parties of part or all of the

Demised Premises for educational purposes including purposes ancillary thereto (such as but not limiting said expression to sports and physical training) unless within the said period of three months the Patron satisfies the Minister that the Demised Premises are in fact being utilised to their full capacity.

7.2 Notwithstanding any discussions that may take place between the Minister and the Patron during the three months specified within the aforesaid notice served by the Minister the Minister shall be entitled on its expiry to make such arrangements as he thinks fit for the use and occupancy by the additional parties of all or of part of the Demised Premises for the purposes specified in the notice or which are from time to time thereafter specified by the Minister unless the Dispute Resolution Procedure under Clause 7.6 is invoked.

7.3 The Patron hereby covenants with the Minister that if and when it may be so required to do by the Minister the Patron will grant a Licence in the terms of the draft set forth in the schedule hereto to such persons for the purposes of education including purposes ancillary thereto as the Minister shall specify and likewise the Patron with the prior written consent in writing of the Minister may grant a Licence for the said purposes to such person or persons as the Patron may determine.

7.4 In the event of a Licence being granted pursuant to this Clause but it being subsequently decided by the Minister that the Licensee or the Patron or both of them do not require the entire of the property available to it or them comprised in such Licence or in the Lease the Patron and if appropriate the Licensee shall when so required by the Minister surrender to the Minister such parts or portions of the Demised Premises and/ or Licensed Premises as may not be required for the purpose of this Lease and such Licence ( if any ) and further the Minister shall be entitled to grant a further Lease or Licence for purposes specified in this Clause, the Licence being in the terms of the draft set forth in the schedule hereto to such person or persons as the Minister shall nominate and only for such purposes.

7.5 Any Licence granted pursuant to the provisions of this Clause shall be in the form set forth in the schedule hereto or such other form as may be specified by the Minister.

## 7.6 Dispute Resolution Procedure

### Liaison

7.6.1 If a Dispute arises regarding Shared Occupancy, the Minister and the Patron shall each nominate a representative (**‘the Nominated Representative’**) who shall liaise and use their best endeavours to resolve the Dispute within 10 (ten) working days of the Dispute arising.

7.6.2 If any Dispute is resolved by the Nominated Representatives a written memorandum (**‘the Memorandum’**) shall be prepared jointly and signed by the Nominated Representatives. The Memorandum shall confirm that the resolution is in full and final settlement of the Dispute and shall record all matters in issue and all material factual details of the Dispute and the terms of resolution and a copy shall be supplied to both the Minister and the Patron.

## 7.7 Final resolution

7.7.1 Unless the parties have agreed in writing that the Nominated Representatives decision will be final, either party may, at any time, within 10 (ten) working days after both parties have received the written decision of the Nominated Representatives together with their reasons refer the Dispute to arbitration in accordance with Clause 7.8 below.

7.7.2 If the parties have agreed that the Nominated Representatives decision will be final, or if neither party refers the Dispute to arbitration within the said 10 (ten) working days of the Nominated Representatives decision in accordance with Clause 7.6.2 the Nominated

Representative's decision will be deemed final and binding on both parties. The parties agree that the Nominated Representatives decision on any Dispute regarding Shared Occupancy shall be final and binding.

7.7.3 If a Dispute is referred to arbitration the Nominated Representatives and parties costs which either party has incurred in the preceding Referral shall be open to the Arbitrator to redetermine as the Arbitrator thinks fit.

7.7.4 This Lease and the rights and obligations of the parties shall remain in full force and effect pending the outcome in any liaison or arbitration proceeding hereunder.

7.7.5 The parties shall continue to comply with their respective obligations in accordance with this Lease without interruption during any liaison or arbitration procedures.

## **7.8 Arbitration**

7.8.1 If any dispute regarding Shared Occupancy cannot be settled amicably between the parties within 10 (ten) working days after written notice that such a situation exists then at the election of either party the matter shall be referred and finally resolved by arbitration. Any such arbitration shall be governed by the Arbitration Acts 1954 to 1998 as amended from time to time.

7.8.2 The person to be appointed as arbitrator ('the Arbitrator') shall be agreed between the parties, or failing such agreement within 10 (ten) working days, shall be nominated (having regard to the subject matter of the Dispute) by the President (or other officer endowed with the functions of such President) for the time being of the Law Society of Ireland (or in the event of the President or other officer as aforesaid being unable or unwilling to make the nomination) by the next senior

officer of that Society who is so able and willing to make the nomination.

7.8.3 The Arbitrator shall have power to open up, review and revise any opinion, decision, requisition or notice, and to determine all matters in dispute which shall be submitted to him and of which notice shall have been given as aforesaid in the same manner as if no such opinion, decision, requisition or notice has been given.

7.8.4 If the Arbitrator shall relinquish his appointment or die or if it shall become apparent that for any reason he shall be unable or shall have become unfit or unsuited (whether because of bias or otherwise) to complete his duties, or if he shall be removed from office by Court Order, a substitute may be appointed in his place and in relation to any such appointment the procedures hereinbefore set forth shall be deemed to apply as though the substitution were an appointment de novo which said procedures may be repeated as many times as may be necessary.

7.8.5 The language of arbitration shall be English unless otherwise agreed and the venue shall be Dublin, Ireland.

7.8.6 Unless the parties expressly agree in writing to the contrary, the parties undertake as a general principle to keep confidential:- the referral to arbitration, all outcomes together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.

7.8.7 No party shall be entitled to suspend performance of this Agreement or delay in making any payment required under this Agreement merely by reason of the reference of a Dispute to arbitration or to the courts.

**8. EXTENSION**

Nothing in this Lease shall be construed as preventing the Minister from extending or otherwise enlarging the Buildings from time to time or erecting new buildings whether for use as a separate school or otherwise on the lands comprised in this demise.

**9. NOTICES**

Any notice required to be served on the Patron hereunder shall be validly served if left addressed or sent by post to the Patron at the Demised Premises and any notice required to be served on the Minister shall be validly served if left at or posted to the office of the Minister at his principal office.

**10. EFFECTS OF WAIVER**

Each of the covenants by the Patron shall remain in force both at law and in equity notwithstanding that the Minister shall have waived or released temporarily any such covenant.

**IN WITNESS** whereof \_\_\_\_\_ being an Officer so authorised by the Minister under Section 15(4) of the Ministers and Secretaries Act, 1924 and the Patron has hereunto subscribed his name and affixed his seal the day and year first herein **WRITTEN.**

**FIRST SCHEDULE**

**(The Demised Premises)**

**ALL THAT AND THOSE** the lands registered in Folio and Folio County and all the appurtenances belonging thereto and including without prejudice to the generality of the foregoing:-

- (a) all Conduits in, upon, over or under and exclusively serving the same;
- (b) all the Lessor's fixtures and fittings now or hereafter in or upon same; and
- (c) all additions, alterations and improvements thereto

**SECOND SCHEDULE**

**(Ancillary Rights)**

**THIRD SCHEDULE**

**(Exceptions and Reservations)**



**FOURTH SCHEDULE**  
**( draft Licence)**

**THIS AGREEMENT** made the            day of            **BETWEEN** (Lessee) (hereinafter called "the Licensors") of            of the one part and            of (Hereinafter called the "Licensee") of the other part

**WHERE BY IT IS AGREED** by and between the Licensors and Licensee with the consent of the Minister of Education & Skills (hereinafter referred to as "the Minister") testified by his execution hereof as follows:-

1. For as long as this agreement shall remain in force the Licensors shall make available to the Licensee and the Licensee shall use for the purpose of operating a primary or post primary (*delete inappropriate school*) school sufficient space in the premises (hereinafter referred to as "the allocated premises") set forth and described in the Schedule hereto as the Licensors shall from time to time designate together with the right to place thereon such furniture as the allocated premises can reasonably accommodate and the Licensee may require for the purposes aforesaid.

2. This agreement shall commence on the            day of            and shall continue until determined by either party hereto or by the Minister by            weeks notice in writing expiring on any day of the week given to the other parties hereto.

3. The Licensee shall have access for itself and its students and its duly authorised servants and agents including teachers and others during the subsistence of this agreement to and from the allocated premises by through and from the various entrances and exits thereof as may be necessary or convenient for the purposes of its business but not for any other purposes whatsoever and may grant entrance permits to its servants and agents for the purposes of this Clause subject always to the right of the Licensors or the Minister to make special rules to ensure compliance with any rules or regulations which may from time to time be made by any authority having lawful power in that behalf.

4. The Licensee agrees:-

(1) To pay and discharge all bills incurred in respect of the heating, electricity, gas consumed and telephone calls made from the allocated premises forthwith upon receipt of the account from the relevant company or authority and as specified by the Licensors.

(2) For the purposes of subclause (1) of this Clause any apportionment by the Licensor of any bill or account arising out of the matters therein mentioned or any other matter whatsoever which may require apportionment of a bill or other account shall be final and binding on all the parties hereto and shall not be questioned in any manner whatsoever.

(3) To indemnify and keep indemnified the Minister and the Licensor from and against all claims and demands arising as a result of this demise and from and against all and any expenses, costs, claims, actions, demands, proceedings, damages and other liabilities arising directly or indirectly from;

- (i) any breach by the Licensee of any covenant or condition herein contained
- (ii) any negligent acts or omissions by the Licensee or any person on the allocated premises with the Licensee's actual or implied authority.
- (iii) the user of the allocated premises
- (iv) any work carried out or in the course of being carried out to the allocated premises by the Licensee, his servants or agents.

(4) To effect and keep in force during the Term of the Licence employers' and public liability insurance and contents insurance policies noting the Minister's and the Licensor's interest thereon with an insurer licensed to operate in the Republic of Ireland (or which has received official authorisation to operate in the Republic of Ireland in accordance with Article 6 of Directive 73/239/EEC as re-enacted or amended) for such amount as the Minister may from time to time determine in respect of any one claim for any damage, loss or injury which may occur to any property (not being the property of the Licensee) or to any person by or arising out of the admission of any person to the allocated premises;

(5) To use the allocated premises for the period of this Licence as a primary/post primary (*delete inappropriate school*) school in accordance with the Education Act 1998 and any rules, regulations, orders, directives, Departmental Circulars and Guidelines as the Minister may issue thereunder and not at any time during the period of this Licence to use the allocated premises or any part thereof for any other purpose;

(6) To keep the allocated premises in general in a clean and tidy condition and to cause no damage whatsoever to them and to repair any damage which may be caused by the Licensee or any person authorised by it to be on the allocated premises.

(7) On the termination of this agreement forthwith to remove all the property of the Licensee and all its goods from the allocated premises.

(8) Not to interfere with the use and enjoyment of the remainder of the premises by the Licensors and to cause as little interference as possible to the Licensors' use and enjoyment of the remainder of the premises nor to be a nuisance, annoyance or disturbance or damage in any way, or interfere with the quiet enjoyment of the remainder of the premises or comfort of the Licensors and to execute all such works as may be necessary for abating any such nuisance.

5. Provided always and it is hereby agreed as follows:-

(1) The allocated premises may be varied from time to time by the Licensor at the request of the Minister and by agreement between the Licensor and the Licensee with the written Consent of the Minister who may from time to time specify which room or rooms and the means of access thereto shall be the subject matter of this License. The Licensee shall be entitled to not more than one week's notice of any proposal to vary the allocated premises or to specify new rooms or means of access thereto.

(2) The Licensee shall if it is dissatisfied with the new allocated premises have the option of terminating this agreement instead of moving.

(3) This Agreement shall operate as a licence only and shall not confer any tenancy upon the Licensee and the Licensee hereby agrees not to hold itself out to anyone as being a tenant of the Licensor.

IN WITNESS whereof the parties hereto have hereunto set their respective hands the day and year first hereinbefore written.

#### **THE SCHEDULE**

**THE SCHOOLHOUSE AND PREMISES** known as ( ) and situate at ( ).

**SIGNED by LICENSOR in the presence of:-**

**PRESENT when the Official Seal  
of the MINISTER FOR EDUCATION  
AND SKILLS was affixed and was  
Authenticated by:**

..... A person authorised under  
Section 15 (1) of the Minister and Secretaries  
Act 1924 to authenticate the Seal of the  
said Minister  
.....

**SIGNED by the LICENSEE in the presence of:-**

**Dated this day of 20**

**1st Part**

**2nd Part**

**3rd Part**

**Draft  
LICENCE AGREEMENT**

**The Chief State Solicitor  
Osmond House  
Little Ship Street  
Dublin 8.**

**PRESENT** when the Official Seal )

of the **MINISTER FOR EDUCATION** )

**AND SKILLS** )

was affixed and was authenticated )

\_\_\_\_\_ )

\_\_\_\_\_ ) A person authorised under Section  
) 15(1) of the Minister and Secretaries  
) Act 1924 to authenticate the Seal of  
the said Minister

**SIGNED SEALED and DELIVERED**

by the **PATRON**

in the presence of:

**THE MINISTER FOR EDUCATION  
AND SKILLS**

First Part

Second Part

**LEASE**

**MARIA BROWNE  
CHIEF STATE SOLICITOR,  
OSMOND HOUSE,  
LITTLE SHIP STREET,  
DUBLIN 8.**

Ref: EMC/3367/2011

