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(sent via email)

Information Governance Team

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Customer reference :
Our reference : REQ03268

21 December 2017

Freedom of Information Act 2000 (FOIA)
Request ID: REQ03268

Dear Sir/Madam,

Thank you for your request for information relating to the Lease Agreement and Service Level/Grant Agreement for the Belgrade Theatre.

We can confirm that the Lease information is a matter of public record and is available from the Land Registry. We therefore do not have to provide the information as per Section 21 of the FOIA. To assist, please see the link to the Land Registry website below;

<https://www.gov.uk/government/organisations/land-registry>

With regards the Grant Aid Agreement, a new agreement is currently being put into place and which is expected to be completed in early 2018. We have however provided a copy of the Supplemental Deed that has been agreed between the Belgrade Theatre Trust and Coventry City Council whilst the new Grant Aid Agreement is being finalised.

For information, we publish a variety of information such as: [FOI/EIR Disclosure Log](#), [Publication Scheme](#), [Facts about Coventry](#) and [Open Data](#) that you may find of useful if you are looking for information in the future.

If you are unhappy with the handling of your request, you can ask us to review our response. Requests for reviews should be submitted within 40 days of the date of receipt of our response to your original request – email: infogov@coventry.gov.uk

If you are unhappy with the outcome of our review, you can write to the Information Commissioner, who can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF or email casework@ico.org.uk.

Please remember to quote the reference number above in your response.

Yours faithfully,

Information Governance

DATED _____ **2017**

THE COUNCIL OF THE CITY OF COVENTRY

&

**BELGRADE THEATRE TRUST
(COVENTRY) LIMITED**

SUPPLEMENTAL AGREEMENT

relating to a Grant Aid Agreement dated 12th May 2005 in respect of the
Belgrade Theatre, Belgrade Square, Coventry

THIS AGREEMENT is dated

2017

PARTIES

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of the Council House Earl Street Coventry CV1 5RR ("**Council**");
- (2) **BELGRADE THEATRE TRUST (COVENTRY) LIMITED** (Company Registration Number 00593331) (charity number 219163) whose registered office is at Belgrade Theatre Belgrade Square Coventry West Midlands CV1 1GS ("**Grantee**").

1 BACKGROUND

- 1.1 The Council and the Grantee have entered into the Agreement
- 1.2 The Council and the Grantee have agreed to vary the terms of the Agreement as set out below

IT IS AGREED THAT

2 DEFINITIONS

- 2.1 In this agreement the term "**Agreement**" means an agreement dated 12th May 2005 made between the Council (1) and the Grantee (2);

The following rules of interpretation apply in this agreement.
- 2.2 Clause and Schedule headings do not affect the interpretation of this agreement.
- 2.3 Except where a contrary intention appears a reference to a clause or a Schedule is a reference to a clause of or Schedule to this agreement.
- 2.4 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being taking account of any amendment extension application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.5 A **person** includes a corporate or unincorporated body.
- 2.6 **Writing** or **written** includes faxes but not e-mail.
- 2.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.8 Any reference to the **Council** or to the **Grantee** includes their respective successors in title.

3. VARIATION OF THE AGREEMENT

The Council and the Grantee agree that from and including the date of this agreement the Agreement shall be read and construed as varied by the provisions set out in the Schedule hereto but without prejudice to the obligations of the Grantee (amongst others) to comply with clause 13 of the Agreement to the extent and insofar as it relates to the Period (as originally defined in the Agreement and not as varied/substituted by this agreement)

4. AGREEMENTS AND DECLARATIONS

- 4.1 Subject to the variation of the Agreement by this agreement the terms of the Agreement shall remain in full force and effect and shall continue to bind the Council and the Grantee as if the variation had been set out in the Agreement (subject to clause 3 above)
- 4.2 For the avoidance of doubt the provisions as to confidentiality contained in clause 20 of the Agreement shall be construed and take effect as if they were repeated in this agreement in full with such modifications only (if any) as are necessary to make them applicable to this agreement

5. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights) of Third Parties Act 1999.

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

SCHEDULE Variation

1. The following definition shall be added to clause 1 DEFINITIONS of the Agreement:

"Financial year" means the 1st day of April of every year to the 31st day of March the following year during the Period
2. The definition "the Grant" in clause 1 DEFINITIONS of the Agreement shall be deleted and replaced as follows:

"the Grant" means such yearly sum as the Council shall notify in writing to the Grantee on or before the start of each Financial Year for that Financial Year

3. The definition "the Period" in clause 1 DEFINITIONS of the Agreement shall be deleted and replaced as follows:

"the Period" means a period from and including 1st April 2017 up to and including 31st March 2018 unless terminated under this agreement

4. The definition "the Project Manager" in clause 1 DEFINITIONS of the Agreement shall be deleted and replaced as follows:

"the Project Manager" means the Head of Culture, Leisure and Libraries in the Council's Community Services Directorate

and all further references to the Project Manager contained in the Agreement shall be read and construed accordingly.

5. Clause 2.3 of the Agreement shall be deleted

EXECUTED as a Deed by affixing the
Common Seal of **THE COUNCIL OF**
THE CITY OF COVENTRY in the
presence of: -

Authorised Signatory

EXECUTED as a Deed by
BELGRADE THEATRE TRUST
(COVENTRY) LIMITED acting by a
director and its secretary or by two
directors: -

Director

Director/Secretary