STATUTORY RULES OF NORTHERN IRELAND

2005 No. 371

DISABLED PERSONS EDUCATION

The Special Educational Needs and Disability (Educational Institutions) (Alteration of Leasehold Premises) Regulations (Northern Ireland) 2005

Made - - - -	*8th August 2005*
Coming into operation	*1st September 2005*

The Department for Employment and Learning, in exercise of the powers conferred by Articles 32(3) and (5) and 49(4) of, and paragraphs 4 and 5 of Schedule 3 to, the Special Educational Needs and Disability (Northern Ireland) Order 2005(**1**) and of all other powers enabling it in that behalf, hereby makes the following Regulations:

Citation and commencement

1. These Regulations may be citied as the Special Educational Needs and Disability (Educational Institutions) (Alteration of Leasehold Premises) Regulations (Northern Ireland) 2005, and shall come into operation on 1st September 2005.

Interpretation

2. In these Regulations—

"binding obligation" means a legally binding obligation (not contained in a lease) in relation to premises whether arising from an agreement or otherwise;

"relevant lessor" means a lessor who has received a written application by or on behalf of the occupier for consent to make an alteration to premises for the purposes of Article 32 of, and Schedule 3 to, the Order;

"the Order" means the Special Educational Needs and Disability (Northern Ireland) Order 2005.

(**1**) S.I.2005/1117 (N.I. 6); *See* Article 27(1) for definitions of "prescribed" and "regulations"

Lessor withholding consent

3.—(1) This regulation prescribes particular circumstances in which a relevant lessor is to be taken, for the purposes of Article 32 of, and Schedule 3 to, the Order, to have withheld his consent for alterations to premises.

(2) Subject to paragraph (3), a relevant lessor is to be taken to have withheld such consent where, within the period of 42 days beginning with the date on which he receives the application for consent, he—

(a) fails to reply consenting to or refusing the alteration; or

(b) (i) replies consenting to the alteration subject to obtaining the consent of another person required under a superior lease or pursuant to a binding obligation; but

(ii) fails to seek that consent.

(3) A relevant lessor is not to be taken to have withheld his consent for the purposes of paragraph (2) where—

(a) the applicant fails to submit with the application such plans and specifications as it is reasonable for him to require before consenting to the alteration; and

(b) within the period of 21 days beginning with the date on which he receives the application, he replies requesting the applicant to submit such plans and specifications.

(4) However, where such plans and specifications are submitted to a relevant lessor in response to a request made in accordance with paragraph (3)(b), he shall be taken to have withheld his consent to the alteration where, within the period of 42 days beginning with the date on which he receives those plans and specifications, he—

(a) fails to reply consenting to or refusing the alteration; or

(b) (i) replies consenting to the alteration subject to obtaining the consent of another person required under a superior lease or pursuant to a binding obligation, but

(ii) fails to seek that consent.

(5) A relevant lessor, who having sought the consent of the other person referred to in paragraph (2)(b) or (4)(b), receives that consent, shall be taken to have withheld his consent to the alteration where, within the period of 14 days beginning with the day on which he receives the consent, he fails to inform the applicant in writing that he has received it.

(6) A relevant lessor who, but for the requirements as to time, complies with the requirements of paragraph (2), (4) or (5) shall be taken to have withheld his consent until such time as he so complies.

(7) For the purposes of this regulation—

(a) a relevant lessor is to be treated as not having sought another person's consent unless—

(i) he has applied in writing to that person indicating that—

(aa) the occupier has applied for consent to the alteration of the premises in order to comply with an Article 30 duty; and

(bb) the relevant lessor has given his consent conditionally upon obtaining the other person's consent; and

(ii) he submits to that other person any plans and specifications which have been submitted to him;

(b) "to reply" means to reply in writing.