DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENT FOR TBAP UNITY ACADEMY

The Parties to this Deed are:

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

(2) **HORIZONS EDUCATION TRUST**, a charitable company incorporated in England and Wales with registered company number 09896071 whose registered address is at Spring Common Academy, American Lane, Huntingdon, England, PE29 1TQ ("**HEdT**"); and

(3) **TBAP TRUST**, a charitable company incorporated in England and Wales with registered company number 08425513 whose registered address is at The Bridge AP Academy, Finlay Street, London SW6 6HB (the "**Company**"),

together referred to as the "Parties".

INTRODUCTION

A. TBAP Unity Academy is an academy within the meaning of the Academies Act 2010 (the "academy") and is currently operated by the Company (a multi academy trust).

B. The Secretary of State and the Company entered into a Supplemental Funding Agreement on 30 June 2016 which was amended and restated by a deed of variation dated 31 January 2019 (the "**Agreement**") for the maintenance and funding of the academy (a copy of the Agreement as amended and restated on 31 January 2019 is attached as Schedule 1).

C. It is proposed that, with effect from 00.01 am on 1 May 2021 ("Transfer Date"), HEdT will assume responsibility for the management and operation of the academy in succession to the Company.

D. The Parties wish to novate the Agreement to HEdT and the Secretary of State and HEdT wish to vary the terms of the Agreement subject to the provisions of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Agreement, bear the meaning given to it in the Agreement unless the context expressly requires otherwise.

NOVATION

2. The Company transfers all its rights and obligations under the Agreement to HEdT with effect from the Transfer Date. With effect from the Transfer Date, HEdT shall enjoy all the rights and benefits of the Company under the Agreement and all references to the Company in the Agreement shall be read and construed as references to HEdT.

3. The references in the Agreement to the Master Funding Agreement between the Company and the Secretary of State shall be read as a reference to the Master Funding Agreement between the HEdT and the Secretary of State.

4. With effect from the Transfer Date, HEdT agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of the Company.

5. With effect from the Transfer Date, The Secretary of State agrees to perform the Agreement and be bound by its terms in every way as if HEdT were the original party to it in place of the Company.

OBLIGATIONS AND LIABILITIES

6. With effect from the Transfer Date, the Company and the Secretary of State release each other from all future obligations to the other under the Agreement.

7. With effect from the Transfer Date, each of the Company and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Agreement arising on or after the Transfer Date.

8. With effect from the Transfer Date, each of HEdT and the Secretary of State will have the right to enforce the Agreement and pursue any claims and demands under the Agreement against the other with respect to matters arising before, on or after the date of this Deed as though HEdT were the original party to the Agreement instead of the Company.

INDEMNITY

9. Not used.

10. Not used.

VARIATION

11. The Secretary of State and HEdT agree that with effect from the Transfer Date the Agreement shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed.

12. As varied by this Deed, the Agreement shall remain in full force and effect.

13. This Deed shall be governed by and interpreted in accordance with English law.

14. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

15. This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a deed by affixing the corporate seal)
of **THE SECRETARY OF STATE FOR EDUCATION**)
authenticated by:-)



.....

Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**
Date 29 April 2021

EXECUTED as a deed by
HORIZONS EDUCATION TRUST acting by one director in the presence of a witness:

Director ..[redacted]
Print name...[redacted]
Date .....

Witness [redacted]
Print name [redacted]
Address.....
Occupation..[redacted]

EXECUTED as a deed by **TBAP TRUST** acting by one director in the presence of a witness:

Director [redacted]

Print name [redacted]

Date 26/4/2021

Witness [redacted]

Print name [redacted]

Address [redacted]

Occupation [redacted]

Schedule 1

Supplemental Funding Agreement

DATED 31 January 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

TBAP TRUST (2)

DEED OF VARIATION

relating to the amendment and restatement of academy funding agreements

THIS DEED is made the 31 day of January 2019

BETWEEN

1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and

2) **TBAP TRUST**, a charitable company incorporated in England and Wales with registered number 08425513 whose registered office is at The Bridge AP Academy, Finlay Street, London, SW6 6HB (the "**Academy Trust**"),

together referred to as the "**Parties**".

INTRODUCTION

A. The Parties entered into a master funding agreement relating to the establishment, maintenance and funding of one or more academies executed as a deed on 27 March 2013 (the "**Existing Master Funding Agreement 1**").

B. Pursuant to the Existing Master Funding Agreement 1, the Parties entered into:

a. a supplemental funding agreement executed as a deed on 27 March 2013 relating to the establishment, maintenance and funding of The Bridge AP Academy (the "**Existing Bridge AP SFA**");

b. a supplemental funding agreement executed as a deed on 27 March 2013 relating to the establishment, maintenance and funding of The Courtyard AP Academy (the "**Existing Courtyard AP SFA**");

c. a supplemental funding agreement executed as a deed on 28 March 2014 relating to the establishment, maintenance and funding of Beachcroft AP Academy (the "**Existing Beachcroft AP SFA**");

d. a supplemental funding agreement executed as a deed on 28 March 2014 relating to the establishment, maintenance and funding of Latimer AP Academy (the "**Existing Latimer AP SFA**"); and

e. a supplemental funding agreement executed as a deed on 1 April 2014 relating to the establishment, maintenance and funding of Octagon AP Academy (the "**Existing Octagon AP SFA**").

C. The Parties entered into a second master funding agreement executed as a deed on 24 September 2015, relating to the establishment, maintenance and funding of one or more academies (the "**Existing Master Funding Agreement 2**").

D. Pursuant to the Existing Master Funding Agreement 2, the Parties entered into:

a. a supplemental funding agreement executed as a deed on 24 September 2015 relating to the establishment, maintenance and

funding of TBAP Cambridge AP Academy (the "**Existing Cambridge AP SFA**");

b. a supplemental funding agreement executed as a deed on 26 April 2016 relating to the establishment, maintenance and funding of TBAP Octavia AP Academy (the "**Existing Octavia AP SFA**");

c. a supplemental funding agreement executed as a deed on 30 June 2016 relating to the establishment, maintenance and funding of TBAP Unity Academy (the "**Existing Unity SFA**");

d. a supplemental funding agreement executed as a deed on 3 August 2016 relating to the establishment, maintenance and funding of TBAP 16-19 Academic AP Academy (the "**Existing 16-19 SFA**"); and

e. a supplemental funding agreement executed as a deed on 20 December 2017 relating to the establishment, maintenance and funding of TBAP New Horizons (the "**Existing New Horizons SFA**").

E. The Parties along with Aspire Academy Trust (company number 08337776), entered into a deed of novation and variation on 22 November 2017:

a. to novate a supplemental funding agreement dated 23 June 2014 entered into by Aspire Academy Trust and the Secretary of State relating to the establishment, maintenance and funding of an AP academy (renamed TBAP Aspire) from Aspire Academy Trust to TBAP Trust, and

b. to vary the supplemental funding agreement relating to TBAP Aspire in a form pursuant to the Existing Master Funding Agreement 2 (the "**Existing Aspire SFA**").

F. The Parties now wish to amend and restate the terms and conditions of:

a. the Existing Master Funding Agreement 1;

b. the Existing Master Funding Agreement 2;

c. the Existing Bridge AP SFA;

d. the Existing Courtyard AP SFA;

e. the Existing Beachcroft AP SFA;

f. the Existing Latimer AP SFA;

g. the Existing Octagon AP SFA;

h. the Existing Cambridge AP SFA;

i. the Existing Octavia AP SFA;

j. the Existing Unity SFA;

k. the Existing 16-19 SFA;

l. the Existing New Horizons SFA; and

m. the Existing Aspire SFA,

in accordance with the terms of this Deed.

1. INTERPRETATION

Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Master Funding Agreement (as defined in clause 2.1 below).

2. VARIATION OF THE FUNDING AGREEMENT

2.1. The Parties agree that with effect from the date of this Deed the Existing Master Funding Agreement 1 and the Existing Master Funding Agreement 2 shall both be amended and restated in the form of the master funding agreement set out in Schedule 1 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing Master Funding Agreement 1 or the Existing Master Funding Agreement 2 but amends and re-states them.

2.2. The Parties agree that with effect from the date of this Deed, the Existing Bridge AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 2 (the "**Amended Bridge AP SFA**"). For the avoidance of doubt, the Amended Bridge AP SFA does not terminate or suspend the Existing Bridge AP SFA, but amends and re-states it.

2.3. The Parties agree that with effect from the date of this Deed, the Existing Courtyard AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 3 (the "**Amended Courtyard AP SFA**"). For the avoidance of doubt, the Amended Courtyard AP SFA does not terminate or suspend the Existing Courtyard AP SFA, but amends and re-states it.

2.4. The Parties agree that with effect from the date of this Deed, the Existing Beachcroft AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 4 (the "**Amended Beachcroft SFA**"). For the avoidance of doubt, the Existing Beachcroft AP SFA does not terminate or suspend the Existing Beachcroft AP SFA, but amends and re-states it.

2.5. The Parties agree that with effect from the date of this Deed, the Existing Latimer AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 5 (the "**Amended Latimer AP SFA**"). For the avoidance of doubt, the Amended Latimer AP SFA does not terminate or suspend the Existing Latimer AP SFA, but amends and re-states it.

2.6. The Parties agree that with effect from the date of this Deed, the Existing Octagon AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 6 (the "**Amended**

Octagon AP SFA"). For the avoidance of doubt, the Amended Octagon AP SFA does not terminate or suspend the Existing Octagon AP SFA, but amends and re-states it.

2.7. The Parties agree that with effect from the date of this Deed, the Existing Cambridge AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 7 (the "**Amended Cambridge AP SFA**"). For the avoidance of doubt, the Amended Cambridge AP SFA does not terminate or suspend the Existing Cambridge AP SFA, but amends and re-states it.

2.8. The Parties agree that with effect from the date of this Deed, the Existing Octavia AP SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 8 (the "**Amended Octavia AP SFA**"). For the avoidance of doubt, the Amended Octavia SFA does not terminate or suspend the Existing Octavia SFA, but amends and re-states it.

2.9. The Parties agree that with effect from the date of this Deed, the Existing Unity SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 9 (the "**Amended Unity SFA**"). For the avoidance of doubt, the Amended Unity SFA does not terminate or suspend the Existing Unity SFA, but amends and re-states it.

2.10. The Parties agree that with effect from the date of this Deed, the Existing 16-19 SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 10 (the "**Amended 16-19 SFA**"). For the avoidance of doubt, the Amended 16-19 SFA does not terminate or suspend the Existing 16-19 SFA, but amends and re-states it.

2.11. The Parties agree that with effect from the date of this Deed, the Existing New Horizons SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 11 (the "**Amended New Horizons SFA**"). For the avoidance of doubt, the Amended New Horizons SFA does not terminate or suspend the Existing New Horizons SFA, but amends and re-states it.

2.12. The Parties agree that with effect from the date of this Deed, the Existing Aspire SFA shall be amended and restated in the form of the supplemental funding agreement set out in Schedule 12 (the "**Amended Aspire SFA**"). For the avoidance of doubt, the Amended Aspire SFA does not terminate or suspend the Existing Aspire SFA, but amends and re-states it.

2.13. The schedules, appendices and annexes to this Deed form part of and are incorporated into this Deed.

3. GOVERNING LAW AND JURISDICTION

3.1. This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

3.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or

in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)



.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **TBAP Trust** acting by:

[redacted]

Director

Print name.. [redacted]

In the presence of:

Signature of witness [redacted]

Print name [redacted]

Address

Occupation

SCHEDULE 9 AMENDED UNITY SFA

Department for Education

Special academy and free school: supplemental funding agreement

March 2018

TBAP Unity Academy

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SUMMARY

Information about the Academy:

Name of Academy Trust	TBAP Trust
Company number	08425513
Date of Master Funding Agreement	24 September 2015 as amended and restated by a deed of variation dated 31 January 2019
Name of academy	TBAP Unity Academy
Opening date	1 July 2016
Type of academy (indicate whether academy or free school)	Special Academy
Name of predecessor school (where applicable)	Trinity School (Community Special School)
Planned number of places	110
Age range	11 to 18
Number of sixth form places	10
Number of residential places	N/A
Land arrangements **(Version 1-8 or other)**	2
Address and title number of Land	As the context requires the land at the St Neots Site and/or the Wisbech Site, being: - "St. Neots Site" means the land at St Neots Wing (the Former Huntingdonshire Regional College), Almond Road, St Neots, Huntingdonshire, PE19 1EA, being part of the land registered with title number CB358483 and demised by the St. Neots Lease for so long as it is occupied by the Academy; - "Wisbech Site" means the land at 2 Algores Way, Wisbech, PE13 2TQ being the land registered with title number CB344727 and demised by

	the Wisbech Lease for so long as it is occupied by the Academy.

Please confirm which clause variations have been applied or marked as 'Not used'

Clause No.	Descriptor	Applied	Not used
1.J	Only applies to free schools and new provision academies		X
2.D	Only applies to free schools admitting pupils without a statement of SEN or EHC plan		X
2.G	Only applies where there was a predecessor independent school or non-maintained special school		X
2.S to 2.EE	Only applies to free schools or new provision academies that admit pupils without a statement of SEN or EHC plan		X
2.FF	Does not apply to free schools (unless there was a predecessor independent school or non-maintained special school), or new provision academies	X	
2.GG	Only applies to free schools or new provision academies that admit pupils without a statement of SEN or EHC plan		X
3.B – 3.G	Only applies to free schools or new provision academies that admit pupils without a statement of SEN or EHC plan		X
3.H	Clause does not apply to academy converters or new provision academies		X
3.J	Only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans	X	
3.K	Does not apply to free schools (unless there was a predecessor independent school or non-maintained special school), or new provision academies	X	
5.G.1	Clause applies only to boarding academies/boarding free schools		X
5.I	Clause only applies to sponsored academies	X	

Clause No.	Descriptor	Applied	Not used
5.K	Clause applies to free schools and may be applied to new provision academies		X
5.L	Clause applies to free schools and may be applied to new provision academies		X
5.M	Clause applies to free schools and may be applied to new provision academies		X
5.N	Clause applies to free schools and may be applied to new provision academies		X
5.O	Clause applies to free schools and may be applied to new provision academies		X
5.P	Clause applies to free schools and may be applied to new provision academies		X

Please identify any other variations from the model that apply to this academy (e.g. clauses relating to PFI):

Clause No.	Descriptor
1.K	Updated to reflect that the Academy has opened
4	Amendments to reflect the multiple sites relating to the Academy.
4.J – 4.K	Corrected references to "Academy Trust" which should be "academy trust" lower case. This is necessary as the drafting in this context is referring to academy trusts generically, rather than the specifically defined Academy Trust which is the party to this supplemental funding agreement.
Execution Clause	The execution clause has been removed as this supplemental funding agreement forms a schedule to a deed of variation to amend and restate the existing supplemental funding agreement.

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and TBAP Trust is supplemental to the master funding agreement made between the same parties and dated 24 September 2015 as amended and restated by a deed of variation dated 31 January 2019 (the "**Master Agreement**").

Definitions and interpretation

1.B Except as expressly provided in this Agreement words and expressions defined in the Master Agreement will have those same meanings in this Agreement.

1.C The following capitalised words and expressions will have the following meanings:

"The **Academy**" means TBAP Unity Academy which is specially organised to make special educational provision for pupils with SEN.

"Coasting" has the meaning given by regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

"**EHC plan**" means an Education, Health and Care plan made under section 37(2) of the Children and Families Act 2014.

"**SEN**" means Special Educational Needs and the expressions "**special educational needs**" and "**special educational provision**" have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

"**Statement of SEN**" means a statement made under section 324 of the Education Act 1996.

"**Termination Notice**" means a notice sent by the Secretary of State to the Academy Trust, terminating this Agreement on the date specified in the notice.

"**Termination Warning Notice**" means a notice sent by the Secretary of State to the Academy Trust, stating his intention to terminate this Agreement.

1.D The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.

1.E Reference in this Agreement to clauses and annexes will, unless otherwise stated, be to clauses and annexes to this Agreement.

The Academy

1.F The Academy is a Special Academy as defined in clause 1.4 of the Master Agreement.

1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.

1.H The Academy Trust must ensure special educational provision is made at the Academy for one or more categories of SEN. These categories may include, but are not limited to social, emotional and mental health (SEMH).

1.I The Academy Trust may not refuse to admit a child whose statement of SEN or EHC plan names the Academy on the sole basis that some, or all, of the child's SEN do not feature in the categories referred to in clause 1.H of this agreement.

1.J Not used.

Academy opening date

1.K The Academy Trust opened the Academy on 1 July 2016.

2. RUNNING OF THE ACADEMY

Length of school day and year

2.A.1 Further to clause 2.1 of the Master Agreement, the Academy Trust is responsible for setting the dates when the school terms and holidays are to begin and end, and the times of schools sessions.

Teachers and staff

2.A Subject to clause 2.A.1 and 2.B of this Agreement the Academy Trust must not employ anyone under a contract of employment or for services to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment ("specified work"), who is not either:

a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002; or

b) otherwise eligible to do specified work under the Education (Specified Work)(England) Regulations 2012 (SI 2012/762), which for the purpose of this clause must be construed as if the Academy were a maintained school.

2.A.1 The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, or are no longer looked after by an LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' outside England and Wales, and in doing so must comply with the law, regulations and guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any guidance issued by the Secretary of State.

2.B Clause 2.A will not apply to anyone who:

a) transferred to the employment of the Academy Trust by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;

b) immediately prior to the transfer, was employed to do specified work; and

c) immediately before transferring, was not:

i. a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and fully registered with the appropriate body, or

ii. eligible to do specified work under the Education (Specified Work)(England) Regulations 2012 (SE 2012/762)

("transferred staff member"). The Academy Trust must ensure that any transferred staff member that carries out specified work and does not meet the requirements of clause 2.A(a) or 2.A(b), meets those requirements as soon as possible.

Places and Pupils

2.C The planned number of places at the Academy is 110 places in the age range 11-18, including a sixth form of 10 places.

2.D Not used.

2.E The Academy Trust must ensure that the Academy meets the needs of individual pupils.

2.F The Academy Trust must seek approval from the Secretary of State where they consider there is a need to increase the planned number of places stated in clause 2.C. The requirements of this Agreement may then be amended by agreement between the Secretary of State and the Academy Trust.

Charging

2.G Not used.

Admissions

2.H Except as set out in clauses 2.J – 2.Q below, the Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with special educational needs, including the admission of pupils with EHC plans. If an Academy Trust considers that a LA should not have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The

Secretary of State's determination will be final, subject to any right of appeal which a parent of the child may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

2.I Except where clauses 2.D and 2.T apply and any relevant provisions of the Childrens and Families Act 2014 apply, the Academy Trust may not admit a child to the school unless a statement of SEN or EHC plan naming the Academy or the predecessor school, is maintained for that child.

(Clauses 2.J-2.Q only apply where the pupil has a statement of special educational needs (SEN) rather than an EHC plan and where they therefore continue to be subject to the relevant provisions of the Education Act 1996. EHC plans are replacing statements of SEN but although all statements of SEN should have been converted to an EHC plan by 1 April 2018 this clause is retained to protect pupils who still have a statement of special education need after this date. The detail on the drafting of a statement below is retained to protect pupils in exceptional circumstances.)

2.J The Academy Trust must admit all children with a Statement of SEN naming the Academy.

2.K The Academy Trust must have regard to the Special Educational Needs Code of Practice 2001 when dealing with statements of SEN.

2.L Where the LA sends the Academy Trust a draft statement with a proposal that the Academy is named in the final statement, the Academy Trust must respond within 15 working days unless the time period falls within a school holiday that is longer than two weeks in which case the Academy Trust should respond within 15 working days of the end of the school holiday.

2.M In its response the Academy Trust must either:

a) consent to being named in the final statement, or

b) explain why it believes that admitting the child would be incompatible with the provision of efficient education for other children and the efficient use of resources, including why no reasonable steps could

secure compatibility. In doing so the Academy Trust must have regard to the relevant legislation and Code of Practice. If the LA does not agree with the Academy Trust's response, and names the Academy in the child's Statement of SEN, the Academy Trust must admit the child to the school as specified in the statement or otherwise by the LA. The final decision as to whether to name the Academy falls to the LA.

2.N If the Academy Trust considers that the LA should not have named the Academy in the statement of SEN, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Academy Trust must admit the pupil if such a determination is pending. The Secretary of State's determination will be final, subject only to any right of appeal which a parent of the child may have to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

2.O If a parent of a child for whom the LA maintains a statement appeals to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber, either for or against the naming of the Academy in the child's statement, then the Tribunal's decision will be binding, even if it is different from that of the Secretary of State.

2.P Where it has been finally determined that the Academy be named in a child's Statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.

2.Q Clauses 2.J-2.Q only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.

2.R Not used.

2.S Not used.

2.T Not used.

2.U Not used.

2.V Not used.

2.W Not used.

2.X Not used.

2.Y Not used.

2.Z Not used.

2.AA Not used.

2.BB Not used.

2.CC Not used.

2.DD Not used.

2.EE Not used.

2.FF Pupils on roll in a Predecessor School which was a maintained, a non-maintained special or independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted to the Academy.

Exclusions

2.GG Not used.

Curriculum

2.HH Subject to clauses 2.II and 2.JJ the Academy Trust, must provide for the teaching of religious education and for a daily act of collective worship at the Academy.

2.II Subject to clause 2.JJ provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998.

2.JJ The Academy must comply with the requirements of regulation 5A of the Education (Special Educational Needs)(England)(Consolidation) Regulations 2001 as if it were a maintained school. The Academy Trust must comply with regulation 5A of the Education (Special Educational Needs) (England) (Consolidation) Regulations 2001 as if the Academy were a community or foundation special school, and as if references to "Religious Education" and to "Religious Worship" in that regulation were references to religious education and religious worship provided by the Academy in accordance with clause 2.II.

2.KK The Academy Trust agrees that, where the Academy is listed in the register of Independent Schools as having a religious ethos, paragraph 5(b) of Schedule 11 of the Equality Act 2010 shall not apply to the Academy.

2.LL The Academy Trust must have regard to any Guidance, further to section 403 of the Education Act 1996, on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and that they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust must also have regard to the requirements in section 405 of the Education Act 1996, as if the Academy were a maintained school.

2.MM The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

3. GRANT FUNDING

Calculation of GAG

3.A The Secretary of State will determine GAG for the Academy for each Academy Financial Year, taking into account relevant factors.

3.B Not used.

3.C Not used.

3.D Not used.

3.E Not used.

3.F Not used.

3.G Not used.

3.H Not used.

3.I The Secretary of State recognises that if he serves a Termination Notice or a Termination Warning Notice, or otherwise terminates the Master Agreement, the intake of new pupils during the notice period may decline and therefore payments based on the number of places related to the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Other relevant funding

3.J The Academy Trust may apply to the Secretary of State for financial assistance in relation to proposed redundancies at the Academy. In response to such an application, the Secretary of State may at his discretion agree to meet a proportion of the Academy Trust's costs arising from the inclusion of academies in the schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999. The Secretary of State may agree to meet the costs of an employee's prior eligible service, being service before the Academy opened, but the Academy Trust must meet the costs of service after the Academy opened. The Secretary of State's financial assistance in this respect will only be available in the first two years after the Academy opens.

3.K The Secretary of State may pay the Academy Trust's costs in connection with the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Such payment will be agreed on a case-by-case basis. The Academy Trust must not budget

for such a payment unless the Secretary of State confirms in writing that it will be paid.

Carrying forward of funds

3.L Any additional grant made in accordance with clause 3.I, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice under this Agreement, or otherwise terminates the Master Agreement, may be carried forward without limitation or deduction until the circumstances set out in clause 3.I cease to apply or the Academy closes.

4. LAND

"Land" means as the context requires the St. Neots Site and/or the Wisbech Site.

"Landlord" means as the context requires the relevant landlord under the St. Neots Lease and/or the Wisbech Lease.

"Property Notice" means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord) which materially affects the Academy Trust's ability to use the Land for the purposes of the Academy.

"St. Neots Lease" means the lease or other occupational agreement between the Academy Trust and a third party (the Landlord) under which the Academy Trust derives title to the St. Neots Site and is to be entered into on or around 17th October 2016.

"**St. Neots Site**" means the land at St. Neots Wing (the Former Huntingdonshire Regional College), Almond Road, St Neots, Huntindonshire, PE19 1EA, being part of the land registered with title number CB358483 and demised by the St. Neots Lease for so long as it is occupied by the Academy.

"Wisbech Lease" means the lease or other occupational agreement between the Academy Trust and a third party (the Landlord) under which the Academy Trust occupies the Wisbech Site.

"**Wisbech Site**" means the land at 2 Algores Way, Wisbech, PE13 2TQ being the land registered with title number CB344727 and demised by the Wisbech Lease for so long as it is occupied by the Academy.

Restrictions on Land transfer

4.A Where the interest in the Land is a legal interest that is registrable at HM Land Registry, the Academy Trust must:

a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the "Restriction") to be entered in the proprietorship register for the Land:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;

b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;

c) promptly confirm to the Secretary of State when the Restriction has been registered;

d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and

e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

4.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.

4.C The Academy Trust must comply with the St. Neots Lease and the Wisbech Lease and promptly enforce its rights against the Landlord.

4.D The Academy Trust must not, without the Secretary of State's consent:

a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the St. Neots Lease and the Wisbech Lease;

b) grant any consent or licence; or

c) create or allow any encumbrance; or

d) part with or share possession or occupation; or

e) enter into any onerous or restrictive obligations,

in respect of all or part of the Land.

Option

4.E The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the St. Neots Site at nil consideration. The Secretary of State may exercise the Option in writing on termination of this Agreement. If the Option is exercised, completion will take place 28 days after the exercise date in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

Option Notice

4.F In respect of the St. Neots Site, the Academy Trust:

a) must, within 14 days after acquiring the St. Neots Site or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the

"**Option Notice**") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;

b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;

c) must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and

d) must, in the case of previously unregistered land, within 14 days after acquiring the St. Neots Site or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of State a copy of the relevant entry within 7 days after the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

Property Notices

4.G If the Academy Trust receives a Property Notice, it must:

a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;

b) promptly give the Secretary of State all the information he asks for about it;

c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and

d) use its best endeavours to help the Secretary of State in connection with it.

Breach of St. Neots Lease or Wisbech Lease

4.H If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the St. Neots Lease and/or the Wisbech Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.

4.I After notifying the Secretary of State under clause 4.H, the Academy Trust must:

a) promptly give the Secretary of State all the information he asks for about the breach;

b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and

c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

Sharing the St. Neots Site

4.J Where:

a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and

b) the Secretary of State then considers that not all the Land is needed for the operation of the Academy at planned number of places,

the Secretary of State must consult with the Academy Trust to determine whether part of the St Neots Site could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the St. Neots Site.

4.K To the extent the Academy Trust and the Secretary of State agree to part of the St. Neots Site being demised or sublet in accordance with clause 4.J, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the St. Neots Lease in order to enable it to share occupation of the Land with the incoming academy trust and

to provide the incoming academy trust with security of tenure over the Land occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable costs incurred by the Academy Trust in connection with this clause.

4.L For the purposes of clause 4.J:

a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;

b) a **parental need** will arise when the DfE is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and

c) **planned number of places** has the meaning given in clause 2.C

5. TERMINATION

Termination by either party

5.A Either party may give at least seven Academy Financial Years' notice to terminate this Agreement. Such termination would take effect on 31 August of the relevant year.

Termination Warning Notice

5.B The Secretary of State may serve a Termination Warning Notice where he considers that:

a) the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or

b) the standards of performance of pupils at the Academy are unacceptably low; or

c) there has been a serious breakdown in the way the Academy is managed or governed; or

d) the safety of pupils or staff is threatened, including due to breakdown of discipline.

e) the Academy is Coasting provided he has notified the Academy Trust that it is Coasting.

5.C A Termination Warning Notice served under clause 5.B will specify:

a) the action the Academy Trust must take;

b) the date by which the action must be completed; and

c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.

5.D The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.

5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

5.F If the Chief Inspector gives notice to the Academy Trust that:

a) special measures are required to be taken in relation to the Academy; or

b) the Academy requires significant improvement

the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

5.G In deciding whether to give notice of his intention to terminate under clause 5.F, the Secretary of State will have due regard to the overall performance of the Academy Trust.

5.G.1 Not used.

5.H If the Secretary of State has served a Termination Warning Notice under clause 5.F and:

a) has not received any representations from the Academy Trust by the date specified in the notice; or

b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

he may serve a Termination Notice.

5.I If the Chief Inspector gives a notice referred to in clause 5.F to the Academy Trust within two years after the Academy opened, the Secretary of State may only serve a Termination Warning Notice under clause 5.F if:

a) the Chief Inspector has held a monitoring inspection under section 8 of the Education Act 2005 later than two years after the Academy opened; and

b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation referred to in his notice.

Nothing in this clause prevents or prejudices the Secretary of State exercising any other rights arising from or under this Agreement (including, for the avoidance of doubt, any rights under clauses 5.B to 5.E).

Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools and no appeal against that determination is pending, he may serve a Termination Notice.

5.K Not used.

5.L Not used.

5.M Not used.

5.N Not used.

5.O Not used.

5.P Not used.

Funding and admission during notice period

5.Q If the Secretary of State serves a Termination Notice under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy, and to receive GAG and EAG, in accordance with this Agreement.

5.R If the Secretary of State serves a Termination Warning Notice or a Termination Notice otherwise than under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy (unless the Secretary of State specifies otherwise), and to receive GAG and EAG, in accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5.S The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the **"Funding Allocation").**

5.T If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the "**Critical Year**") and after

taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent (and for this reason only) then the Academy Trust may give written notice of its intention to terminate this Agreement on 31 August before the Critical Year.

5.U Any notice given by the Academy Trust under clause 5.T must be provided to the Secretary of State within six weeks of the Secretary of State issuing the Funding Allocation. The notice given by the Academy Trust under clause 5.T must specify:

a) the grounds upon which the Academy Trust's opinion is based, including:

i. evidence of those grounds;

ii. any professional accounting advice the Academy Trust has received;

iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and

b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and

c) a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").

5.V Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent. Both parties recognise that they will need to engage in a

constructive dialogue at the time about how best to provide education for the pupils at the Academy and use their best endeavours to agree a practical solution to the problem.

5.W If no agreement is reached by 30 April (or another date if agreed between the parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, then that question will be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination will be final and binding on both parties. The Expert will be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**").

5.X The Expert will be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert will be appointed by the President of the Institute of Chartered Accountants in England and Wales. The Expert's fees will be borne equally between the parties.

5.Y The Expert will be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and Academies Trust (or any successor or equivalent body). The educational specialist's fees will be borne equally between the parties.

5.Z If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy Trust will be entitled to terminate this Agreement, by notice expiring on 31 August before the Critical Year. Any such notice will be given within 21 days after (a) the Expert's determination will have been given to the parties or (b), if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

5.AA If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.

5.BB Subject to clauses 5.CC and 5.DD, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.

5.CC The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid as and when the Secretary of State considers appropriate.

5.DD The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 5.BB, may include:

a) staff compensation and redundancy payments;

b) compensation payments in respect of broken contracts;

c) expenses of disposing of assets or adapting them for other purposes;

d) legal and other professional fees; and

e) dissolution expenses.

5.EE If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:

a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a nominee of the Secretary of State to use for educational purposes; or

b) if the Secretary of State directs that a transfer under clause 5.EE(a) is not required, pay to the Secretary of State at the termination date (or,

by agreement with the Secretary of State, at the date of their subsequent disposal) a sum equivalent to the proportion of the original financial contribution made by HM Government.

5.FF The Secretary of State may:

a) Waive all or part of the repayment due under sub-clause 5.EE(b) if the Academy Trust obtains his permission to invest the sale proceeds for its charitable purposes; or

b) direct the Academy Trust to pay all or part of the sale proceeds to the relevant LA.

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

6.A Any annexes to this Agreement form part of and are incorporated into this Agreement.

The Master Agreement

6.B Except as expressly provided in this Agreement, all provisions of the Master Agreement have full force and effect.

General

6.C The Academy Trust cannot assign this Agreement.

6.D Failure to exercise, or a delay in exercising, any right or remedy of the Secretary of State under this Agreement (including the right to terminate this Agreement), or a single or partial exercise of such a right or remedy, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that or any other right or remedy.

6.E Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

6.F This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which will together constitute the same agreement.

6.G This Agreement 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 the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.

Department for Education

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Schedule 2

Amended Supplemental Funding Agreement

Department for Education

Special academy and free school: supplemental funding agreement

December 2020 v3

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SUMMARY

Information about the Academy:

Name of Academy Trust	Horizons Education Trust
Company number	09896071
Date of Master Funding Agreement	
Name of academy	Riverside Meadows Academy
Opening date	1 July 2016
Type of academy (indicate whether academy or free school)	Special Academy
Name of predecessor school (where applicable)	TBAP Unity Academy; Trinity School (Community Special School)
Planned number of places (if the academy has a nursery provision please provide a breakdown of nursery and statutory school age places)	110
Age range (including nursery provision where the nursery is part of the school)	11-18
Number of sixth form places	10
Number of residential places	N/A
Land arrangements **(Version 1-8 or other)**	Version 2
Address and title number of Land (and Temporary Site)	As the context requires the land at the St Neots Site and/or the Wisbech Site, being: • "St Neots Site" means the land at Almond Road, St Neots, Cambridgeshire, PE19 1DZ, being the land registered with title number

Name of Academy Trust	Horizons Education Trust
	CB440177 and demised by the St Neots Lease; • "Wisbech Site" means the land at 2 Algores Way, Wisbech, PE13 2TQ being the land registered with title number CB344727 and demised by the Wisbech Lease.

Please confirm which clause variations have been applied or marked as 'Not used'

Clause No.	Descriptor	Applied	Not used
1.J	Only applies to free schools and new provision academies		X
2.D	Only applies to free schools admitting pupils without an education, health and care (EHC) plan		X
2.G	Only applies where there was a predecessor independent school or non-maintained special school		X
2.G.1	Only applies to Free schools with nursery provision		X
2.S to 2.EE	Only applies to free schools or new provision academies that admit pupils without an EHC plan		X
2.FF	Does not apply to free schools (unless there was a predecessor independent school or non-maintained special school), or new provision academies	X	
2.GG	Only applies to free schools or new provision academies that admit pupils without an EHC plan		X
3.B – 3.G	Only applies to free schools or new provision academies that admit pupils without an EHC plan		X
3.H	Clause does not apply to academy converters or new provision academies		X
3.I.1	Only applies to Free schools with nursery provision		X
3.J	Only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans	X	

Clause No.	Descriptor	Applied	Not used
3.K	Does not apply to free schools (unless there was a predecessor independent school or non-maintained special school), or new provision academies	X	
5.G.1	Clause applies only to boarding academies/boarding free schools		X
5.I	Clause only applies to sponsored academies	X	
5.K	Clause applies to free schools and may be applied to new provision academies		X
5.L	Clause applies to free schools and may be applied to new provision academies		X
5.M	Clause applies to free schools and may be applied to new provision academies		X
5.N	Clause applies to free schools and may be applied to new provision academies		X
5.O	Clause applies to free schools and may be applied to new provision academies		X
5.P	Clause applies to free schools and may be applied to new provision academies		X

Please identify any other variations from the model that apply to this academy (e.g. clauses relating to PFI):

Additional clauses will be supplied by your project lead if needed.

Descriptor	Clause No.	Applied	Not used

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Horizons Education Trust is supplemental to the master funding agreement made between the same parties and dated (the "**Master Agreement**").

Definitions and interpretation

1.B Except as expressly provided in this Agreement words and expressions defined in the Master Agreement will have those same meanings in this Agreement.

1.C The following capitalised words and expressions will have the following meanings:

"The **Academy**" means Riverside Meadows Academy which is specially organised to make special educational provision for pupils with SEN.

"Coasting" has the meaning given by regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

"**EHC plan**" means an education, health and care plan made under section 37(2) of the Children and Families Act 2014.

"**Pupils with an EHC plan**" means those pupils, with an EHC plan, admitted under clauses 2.C and 2.H to 2.R.

"**Pupils without an EHC plan**" means those pupils, with SEN but without an EHC plan, admitted under clauses 2.D and 2.S to 2.EE.

"**SEN**" means special educational needs and the expressions "**special educational needs**" and "**special educational provision**" have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

"**Termination Notice**" means a notice sent by the Secretary of State to the Academy Trust, terminating this Agreement on the date specified in the notice.

"**Termination Warning Notice**" means a notice sent by the Secretary of State to the Academy Trust, stating his intention to terminate this Agreement.

1.D The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.

1.E Reference in this Agreement to clauses and annexes will, unless otherwise stated, be to clauses and annexes to this Agreement.

The Academy

1.F The Academy is a Special Academy as defined in clause 1.4 of the Master Agreement.

1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.

1.H The Academy Trust must ensure special educational provision is made at the Academy for one or more categories of SEN. These categories may include, but are not limited to social, emotional and mental health (SEMH).

1.I The Academy Trust may not refuse to admit a child whose EHC plan names the Academy on the sole basis that some, or all, of the child's SEN do not feature in the categories referred to in clause 1.H of this agreement.

1.J Not used.

Academy opening date

1.K The Academy opened on 1 July 2016 and will be operated by the Academy Trust from 1 May 2021.

2. RUNNING OF THE ACADEMY

Length of school day and year

2.A.1 Further to clause 2.1 of the Master Agreement, the Academy Trust is responsible for setting the dates when the school terms and holidays are to begin and end, and the times of school sessions.

Teachers and staff

2.A Subject to clause 2.A.1b and 2.B of this Agreement the Academy Trust must not employ anyone under a contract of employment or for services to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment ("specified work"), who is not either:

a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002; or

b) otherwise eligible to do specified work under the Education (Specified Work)(England) Regulations 2012 (SI 2012/762), which for the purpose of this clause must be construed as if the Academy were a maintained school.

2.A.1b The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by a LA, or are no longer looked after by a LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' outside England and Wales, and in doing so must comply with the law, regulations and guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any guidance issued by the Secretary of State.

2.B Clause 2.A will not apply to anyone who:

a) transferred to the employment of the Academy Trust by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;

b) immediately prior to the transfer, was employed to do specified work; and

c) immediately before transferring, was not:

i. a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and fully registered with the appropriate body, or

ii. eligible to do specified work under the Education (Specified Work) (England) Regulations 2012 (SE 2012/762)

("transferred staff member"). The Academy Trust must ensure that any transferred staff member that carries out specified work and does not meet the requirements of clause 2.A(a) or 2.A(b), meets those requirements as soon as possible.

Places and Pupils

2.C The planned number of places at the Academy is 110 places in the age range 11-18, including a sixth form of 10 places. For the avoidance of doubt, where the specified age range would be a child's normal age group, the Academy is not prevented from considering applications made by the child's Parents under the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted outside of their normal age group.

2.D Not used.

2.E The Academy Trust must ensure that the Academy meets the needs of individual pupils.

2.F The Academy Trust must seek approval from the Secretary of State where they consider there is a need to increase the planned number of places stated in clause 2.C. The requirements of this Agreement may then be amended by agreement between the Secretary of State and the Academy Trust.

Charging

2.G Not used.

2.G.1 Not used.

Admissions

2.H The Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with SEN, including the admission of pupils with EHC plans. If an Academy Trust considers that a LA should not have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Academy Trust must admit the pupil if such a determination is pending. The Secretary of State's determination will be final, subject to any right of appeal which a pupil (if over compulsory school age) or parent of the child may have to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

2.I Except where clauses 2.D and 2.T apply and any relevant provisions of the Children and Families Act 2014 apply, the Academy Trust may not admit a child to the school unless an EHC plan naming the Academy or the predecessor school, is maintained for that child.

2.J Not used.

2.K Not used.

2.L Not used.

2.M Not used.

2.N Not used.

2.O Not used.

2.P Not used.

2.Q Not used.

2.R Not used.

2.S Not used.

2.T Not used.

2.U Not used.

2.V Not used.

2.W Not used.

2.X Not used.

2.Y Not used.

2.Z Not used.

2.AA Not used.

2.BB Not used.

2.CC Not used.

2.DD Not used.

2.EE Not used.

2.FF Pupils on roll in a Predecessor School which was a maintained, a non-maintained special or independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted to the Academy.

Exclusions

2.GG Not used.

Curriculum

2.HH Subject to clauses 2.II and 2.JJ the Academy Trust, must provide for the teaching of religious education and for a daily act of collective worship at the Academy.

2.II Subject to clause 2.JJ provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998, the Academy must comply with the requirements of regulation 5A of the Education (Special Educational Needs)(England)(Consolidation) Regulations 2001 as if it were a maintained school.

2.JJ The Academy Trust must comply with requirements of regulation 5A of the Education (Special Educational Needs) (England) (Consolidation) Regulations 2001 as if it were a maintained school. The Academy Trust must comply with regulation 5A of the Education (Special Educational Needs) (England) (Consolidation) Regulations 2001 as if the Academy were a community or foundation special school, and as if references to “Religious Education” and to “Religious Worship” in that regulation were references to religious education and religious worship provided by the Academy in accordance with clause 2.II.

2.KK The Academy Trust agrees that, where the Academy is listed in the register of Independent Schools as having a religious ethos, paragraph 5(b) of Schedule 11 to the Equality Act 2010 shall not apply to the Academy.

2.LL The Academy Trust must comply with paragraph 2A of the Schedule to The Education (Independent School Standards) Regulations 2014 in relation to the provision of Relationships Education, Relationships and Sex Education and Health Education.

2.MM The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

3. GRANT FUNDING

Calculation of GAG

3.A The Secretary of State will determine GAG for the Academy for each Academy Financial Year, taking into account relevant factors.

3.B Not used.

3.C Not used.

3.D Not used.

3.E Not used.

3.F Not used.

3.G Not used.

3.H Not used.

3.I The Secretary of State recognises that if he serves a Termination Notice or a Termination Warning Notice, or otherwise terminates the Master Agreement, the intake of new pupils during the notice period may decline and therefore payments based on the number of places related to the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

3.I.1. Not used.

Other relevant funding

3.J The Academy Trust may apply to the Secretary of State for financial assistance in relation to proposed redundancies at the Academy. In response to such an application, the Secretary of State may at his discretion agree to meet a proportion of the Academy Trust's costs arising from the inclusion of academies in the schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999. The Secretary

of State may agree to meet the costs of an employee's prior eligible service, being service before the Academy opened, but the Academy Trust must meet the costs of service after the Academy opened. The Secretary of State's financial assistance in this respect will only be available in the first two years after the Academy opens.

3.K The Secretary of State may pay the Academy Trust's costs in connection with the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Such payment will be agreed on a case-by-case basis. The Academy Trust must not budget for such a payment unless the Secretary of State confirms in writing that it will be paid.

Carrying forward of funds

3.L Any additional grant made in accordance with clause 3.I, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice under this Agreement, or otherwise terminates the Master Agreement, may be carried forward without limitation or deduction until the circumstances set out in clause 3.I cease to apply or the Academy closes.

4. LAND

"**Land**" means the land at Almond Road, St Neots, Cambridgeshire, PE19 1DZ, being the land registered with title number CB440177 (the "**St Neots Site**") and demised by the St Neots Lease, and the land at 2 Algores Way, Wisbech, PE13 2TQ, being the land registered with title number CB344727 (the "**Wisbech Site**") and demised by the Wisbech Lease.

"**Property Notice**" means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord) which materially affects the Academy Trust's ability to use the Land for the purposes of the Academy or any correspondence that affects the extent of the Land.

"**St Neots Lease**" means the lease, any subsequent variations to the lease or other occupational agreement between the Academy Trust and a third party (the "**Landlord**") under which the Academy Trust derives title to the St Neots Site.

"**Wisbech Lease**" means the lease, any subsequent variations to the lease or other occupational agreement between the Academy Trust and a third party (the "**Landlord**") under which the Academy Trust derives title to the Wisbech Site.

Restrictions on Land transfer

4.A Where the interest in the Land is a legal interest that is registrable at HM Land Registry, the Academy Trust must:

a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the "**Restriction**") to be entered in the proprietorship register for the Land:

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 Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;

b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;

c) promptly confirm to the Secretary of State when the Restriction has been registered;

d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and

e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

4.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.

4.C The Academy Trust must comply with the St Neots Lease and the Wisbech Lease and promptly enforce its rights against the Landlord.

4.D The Academy Trust must not, without the Secretary of State's consent:

a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the St Neots Lease or the Wisbech Lease;

b) grant any consent or licence; or

c) create or allow any encumbrance; or

d) part with or share possession or occupation; or

e) enter into any onerous or restrictive obligations,

in respect of all or part of the Land provided that the Academy Trust may grant a licence or share occupation of part of the Land with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are within the uses permitted by the St Neots Lease and the Wisbech Lease and where no relationship of landlord and tenant arises as a result of such occupation.

Option

4.E The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the St Neots Site at nil consideration. The Secretary of State may exercise the Option in writing:

a) if this Funding Agreement is terminated for any reason;

b) at any time on or after the issue of a Termination Notice; or

c) if, under clause 4.K, the Academy Trust and the Secretary of State agree that part of the St Neots Site should be demised or subleased to another academy trust;

d) if, under clause 4.M, the Academy Trust cannot use all or part of the St Neots Site as the permanent site of the Academy.

4.E.1 If the Option is exercised, completion will take place:

a) 28 days after the exercise date where a Termination Notice has not been issued; or

b) where a Termination Notice has been issued, the date specified in the Termination Notice as to when this Agreement shall terminate

and in either case in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

Option notice

4.F In respect of the St Neots Site, the Academy Trust:

a) must, within 14 days after acquiring the St Neots Site or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the "**Option Notice**") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;

b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;

c) must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and

d) must, in the case of previously unregistered land, within 14 days after acquiring the St Neots Site or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of State a copy of the relevant entry within 7 days after the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

Property notices

4.G If the Academy Trust receives a Property Notice, it must:

a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;

b) promptly give the Secretary of State all the information he asks for about it;

c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and

d) use its best endeavours to help the Secretary of State in connection with it.

Breach of Lease

4.H If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the St Neots Lease and/or the Wisbech Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.

4.I After notifying the Secretary of State under clause 4.H, the Academy Trust must:

a) promptly give the Secretary of State all the information he asks for about the breach;

b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and

c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

Sharing the Land

4.J Where:

a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and

b) the Secretary of State then considers that not all the St Neots Site is needed for the operation of the Academy at planned capacity,

the Secretary of State must consult with the Academy Trust to determine whether part of the St Neots Site could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the St Neots Site.

4.K To the extent the Academy Trust and the Secretary of State agree to part of the St Neots Site being demised or sublet in accordance with clause 4.J, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the St Neots Site in order to enable it to share occupation of the St Neots Site with the incoming academy trust and to provide the incoming academy trust with security of occupancy over the St Neots Site occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause.

4.L For the purposes of clause 4.J:

a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;

b) a **parental need** will arise when the Department for Education is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from Parents in that area; and

c) **planned capacity** has the meaning given in clause 2.C.

4.M If the Academy Trust cannot use all or part of the St Neots Site as the permanent site of the Academy but the Secretary of State agrees not to terminate this Agreement on that basis, the Secretary of State may notify the Academy Trust that he intends to exercise the Option to transfer the St Neots Site for nil consideration to himself or his nominee.

4.N On or following the issue of a Termination Notice, the Secretary of State may give notice that he intends to exercise his rights under clause 4.E. Any such notice is without prejudice to his right to exercise any other rights available to him.

5. TERMINATION

Termination by either party

5.A Either party may give at least seven Academy Financial Years' notice to terminate this Agreement. Such termination would take effect on 31 August of the relevant year.

Termination Warning Notice

5.B The Secretary of State may serve a Termination Warning Notice where he considers that:

a) the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or

b) the standards of performance of pupils at the Academy are unacceptably low; or

c) there has been a serious breakdown in the way the Academy is managed or governed; or

d) the safety of pupils or staff is threatened, including due to breakdown of discipline.

e) the Academy is Coasting provided he has notified the Academy Trust that it is Coasting.

5.C A Termination Warning Notice served under clause 5.B will specify:

a) the action the Academy Trust must take;

b) the date by which the action must be completed; and

c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.

5.D The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.

5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

5.F If the Chief Inspector gives notice to the Academy Trust that:

a) special measures are required to be taken in relation to the Academy; or

b) the Academy requires significant improvement

the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

5.G In deciding whether to give notice of his intention to terminate under clause 5.F, the Secretary of State will have due regard to the overall performance of the Academy Trust.

5.G.1 Not used.

5.H If the Secretary of State has served a Termination Warning Notice under clause 5.F and:

a) has not received any representations from the Academy Trust by the date specified in the notice; or

b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

he may serve a Termination Notice.

5.I If the Chief Inspector gives a notice referred to in clause 5.F to the Academy Trust within two years after the Academy opened, the Secretary of State may only serve a Termination Warning Notice under clause 5.F if:

a) the Chief Inspector has held a monitoring inspection under section 8 of the Education Act 2005 later than two years after the Academy opened; and

b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation referred to in his notice.

Nothing in this clause prevents or prejudices the Secretary of State exercising any other rights arising from or under this Agreement (including, for the avoidance of doubt, any rights under clauses 5.B to 5.E).

Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools and no appeal against that determination is pending, he may serve a Termination Notice.

5.K Not used.

5.L Not used.

5.M Not used.

5.N Not used.

5.O Not used.

5.P Not used.

Funding and admission during notice period

5.Q If the Secretary of State serves a Termination Notice under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy, and to receive GAG and EAG, in accordance with this Agreement.

5.R If the Secretary of State serves a Termination Warning Notice or a Termination Notice otherwise than under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy (unless the Secretary of State specifies otherwise), and to receive GAG and EAG, in accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5.S The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the **"Funding Allocation").**

5.T If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the "**Critical Year**") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent (and for this reason only) then

the Academy Trust may give written notice of its intention to terminate this Agreement on 31 August before the Critical Year.

5.U Any notice given by the Academy Trust under clause 5.T must be provided to the Secretary of State within six weeks of the Secretary of State issuing the Funding Allocation. The notice given by the Academy Trust under clause 5.T must specify:

a) the grounds upon which the Academy Trust's opinion is based, including:

i. evidence of those grounds;

ii. any professional accounting advice the Academy Trust has received;

iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and

b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and

c) a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").

5.V Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and use their best endeavours to agree a practical solution to the problem.

5.W If no agreement is reached by 30 April (or another date if agreed between the parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, then that question will be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination will be final and binding on both parties. The Expert will be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**").

5.X The Expert will be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert will be appointed by the President of the Institute of Chartered Accountants in England and Wales. The Expert's fees will be borne equally between the parties.

5.Y The Expert will be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and Academies Trust (or any successor or equivalent body). The educational specialist's fees will be borne equally between the parties.

5.Z If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy Trust will be entitled to terminate this Agreement, by notice expiring on 31 August before the Critical Year. Any such notice will be given within 21 days after (a) the Expert's determination will have been given to the parties or (b), if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

5.AA If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.

5.BB Subject to clauses 5.CC and 5.DD, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.

5.CC The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid as and when the Secretary of State considers appropriate.

5.DD The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 5.BB, may include:

a) staff compensation and redundancy payments;

b) compensation payments in respect of broken contracts;

c) expenses of disposing of assets or adapting them for other purposes;

d) legal and other professional fees; and

e) dissolution expenses.

5.EE If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:

a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a nominee of the Secretary of State to use for educational purposes; or

b) if the Secretary of State directs that a transfer under clause 5.EE(a) is not required, pay to the Secretary of State at the termination date (or, by agreement with the Secretary of State, at the date of their subsequent disposal) a sum equivalent to the proportion of the original financial contribution made by HM Government.

5.FF The Secretary of State may:

a) waive all or part of the repayment due under sub-clause 5.EE(b) if the Academy Trust obtains his permission to invest the sale proceeds for its charitable purposes; or

b) direct the Academy Trust to pay all or part of the sale proceeds to the relevant LA.

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

6.A Any annexes to this Agreement form part of and are incorporated into this Agreement.

The Master Agreement

6.B Except as expressly provided in this Agreement, all provisions of the Master Agreement have full force and effect.

General

6.C The Academy Trust cannot assign this Agreement.

6.D Failure to exercise, or a delay in exercising, any right or remedy of the Secretary of State under this Agreement (including the right to terminate this Agreement), or a single or partial exercise of such a right or remedy, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that or any other right or remedy.

6.E Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

6.F This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which will together constitute the same agreement.

6.G This Agreement 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 the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.

Information Sharing with Local Authorities – Statutory Responsibilities

6.H The Academy Trust must provide:

a) the name, address and date of birth of the pupil or student;

b) the name and address of a parent of the pupil or student;

c) information in the institution's possession about the pupil or student (except if the pupil or student concerned (in the case of a pupil or student who has attained the age of 16) or a Parent of the pupil or student concerned (in the case of a pupil or student who has not attained the age of 16) has instructed the Academy Trust not to provide information of that kind);

upon request under section 14 of the Education and Skills Act 2008 from a local authority (for the purpose of enabling or assisting it to exercise its functions under Part 1 of that Act); or

upon request under section 72 of that Act from a body providing services under sections 68 or 70(1)(b) of the Act (for the purposes of providing such services).

Department for Education

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