

FREEDOM OF INFORMATION REDACTION SHEET

Oakbank School Deed of Novation and Variation

Exemptions in full

n/a

Partial exemptions

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

Factors for disclosure

- further to the understanding of and increase participation in the public debate of issues concerning Academies.
- to ensure transparency in the accountability of public funds

Factors for Withholding

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of the **Oakbank School Deed of Novation and Variation** will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENT FOR OAKBANK SCHOOL**

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) **GREENSHAW LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 07633694 whose registered address is at Oru Sutton, Throwley Way, Sutton, SM1 4AF (the "**Incoming Academy Trust**"); and

(3) **ANTHEM SCHOOLS TRUST**, a charitable company incorporated in England and Wales with registered company number 07468210 whose registered address is at 8-10 Grosvenor Gardens, Victoria, London, England, SW1W 0DH (the "**Company**"),

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

BACKGROUND

A. Oakbank 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 31 July 2012, which was:

- a. amended and restated by a deed of variation dated 19 December 2014 (a copy of the amended and restated supplemental funding agreement attached as Schedule 1 Part A);
- b. amended by a deed of variation of unknown date after 19 December 2014 and before 30 September 2016, (a copy attached as Schedule 1 Part B); and
- c. amended by a further deed of variation dated 7 October 2019 (a copy attached as Schedule 1 Part C);

for the maintenance and funding of the academy (the "**Agreement**").

C. It is proposed that, with effect from 00.01 am on 1 September 2025 (the "**Transfer Date**"), the Incoming Academy Trust will assume responsibility for the management and operation of the academy (to be known as "Oakbank School") in succession to the Company.

- D. The Parties wish to novate the Agreement to the Incoming Academy Trust, and the Secretary of State and the Incoming Academy Trust wish to vary the terms of the Agreement subject to the provisions of this Deed.

AGREED TERMS

1. DEFINITIONS

In this Deed, unless the context otherwise requires, expressions defined in the Agreement and used in this Deed shall have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Deed.

2. NOVATION

- 2.1. The Company transfers all its rights, liabilities and obligations under the Agreement to the Incoming Academy Trust with effect from the Transfer Date. With effect from the Transfer Date, the Incoming Academy Trust 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 the Incoming Academy Trust.
- 2.2. 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 Incoming Academy Trust and the Secretary of State.
- 2.3. With effect from the Transfer Date, the Incoming Academy Trust 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.
- 2.4. 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 the Incoming Academy Trust were the original party to it in place of the Company.

3. RELEASE AND WAIVER

- 3.1. 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.

- 3.2. 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 after the Transfer Date.
- 3.3. Each of the Incoming Academy Trust 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 the Incoming Academy Trust were the original party to the Agreement instead of the Company.
- 3.4. Neither the Incoming Academy Trust nor the Secretary of State waives any rights to pursue individual directors or trustees of the Company in relation to any liabilities arising from that individual's breach of trust or breach of duty (whether knowingly or recklessly) or from any fraud or any criminal act or omission on the part of that individual.

4. **INDEMNITY**

The Incoming Academy Trust agrees to indemnify the Company against any losses, liabilities, claims, damages or costs the Company suffers or incurs under or in connection with the Agreement as a result of the Incoming Academy Trust's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

5. **VARIATION**

- 5.1. The Secretary of State and the Incoming Academy Trust 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.
- 5.2. As varied by this Deed, the Agreement shall remain in full force and effect.

6. **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.

7. **GOVERNING LAW**

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

8. JURISDICTION

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).

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 27.08.25

EXECUTED as a deed by the
Greenshaw Learning Trust
acting by two directors:

Direct

Print

Date.

Direct

Print

Date.

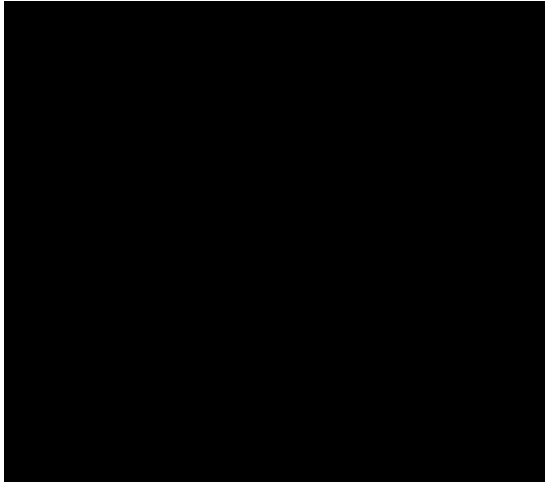


EXECUTED as a deed by
ANTHEM SCHOOLS TRUST
acting by one director in the
presence of a witness:

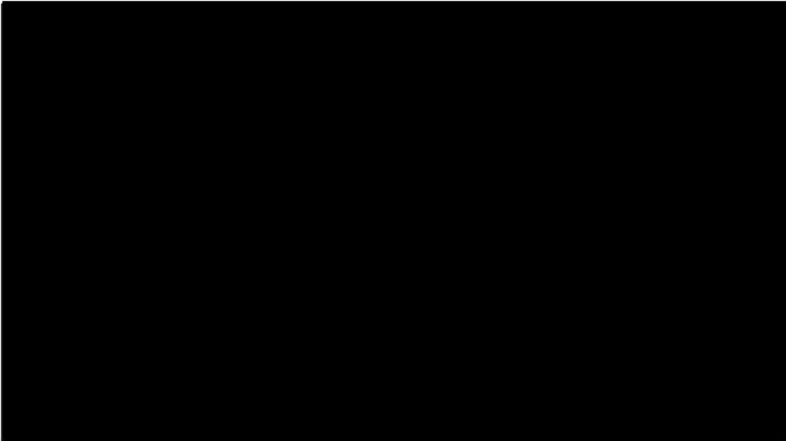
Director

Print name.....

Date.....



EXECUTED as a deed by
ANTHEM SCHOOLS TRUST
acting by one director in the
presence of a witness:



Director

Print name.....

Date.....

Schedule 1
Supplemental Funding Agreement
Part A - Supplemental Funding Agreement – 19 December 2014

SCHEDULE 13A

CfBT SCHOOLS TRUST

SUPPLEMENTAL FUNDING AGREEMENT

OAKBANK

APRIL 2014

THIS AGREEMENT made 2014.

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION (“the Secretary of State”)**;

and

(2) **CfBT Schools Trust (“the Company”)**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 7 June 2013 (the “**Master Agreement**”).

1 DEFINITIONS AND INTERPRETATION

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.

1.2 The following words and expressions shall have the following meanings:

“the Academy” means Oakbank to be established at part of the site of the former Ryeish Green School, to the south of Hyde End Lane, Shinfield, Reading, RG7 1ER;

“Academy Financial Year” means the year from 1st September to 31st August in any year;

“Academy Funding Year” means the year from 1st September to 31st August in any year;

“Additional Permanent Site” means, if acquired, the land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) situated at on the site of the caretaker’s bungalow of the former Ryeish Green School, to the south of Hyde End Lane, Shinfield, Reading, RG7 1ER, edged red in the attached plan at Annex C and to

be registered with the Land Registry upon entry into Lease 2, and making up part of the permanent site of the Academy

"Agreement for Lease" means the contractual agreement between the Company and Woking Borough Council in respect of the entering into Lease 1;

"Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;

"Further Trustees" means Trustees who may be appointed by the Secretary of State under the Articles of Association if a Special Measures Termination Event, as defined in this Agreement, occurs;

"Insured Risks" means fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes damage by aircraft and other aerial devices or articles dropped therefrom riot and civil commotion labour disturbance and malicious damage and such other risks as the Company insures against from time to time subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters;

"the Land" means the leasehold land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) situated at part of the site of the former Ryeish Green School, to the south of Hyde End Lane, Shinfield, Reading, RG7 1ER, edged red in the attached plan at Annex B and to be registered with the Land Registry upon entry into Lease 1, making up the permanent site, or part of the permanent site should the Additional Permanent Site be acquired, of the Academy;

"the Lease(s)" means the leasehold agreement(s) or its (their) equivalent(s) between the Company and Wokingham Borough Council ('the Landlord') in respect of:

Lease 1: the Land, and

Lease 2: the Additional Permanent Site, if acquired;

“the Licence” means the licence in respect of the Land to be granted pursuant to the Agreement for Lease;

“SENCO” means Special Educational Needs Co-ordinator; and

“Start-up period” means up to a maximum of 5 Academy Funding Years and covers the period up to and including the first Academy Funding Year in which all age groups are present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present).

- 1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 THE ACADEMY

- 2.1 The Company will establish and maintain, and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement except insofar as any provisions in this Agreement conflict with any provisions in the Master Agreement, in which case the provisions of this Agreement shall prevail over the relevant provisions in the Master Agreement.

- 2.2 Clause 12 of the Master Agreement does not apply and is replaced with:

The characteristics of the Academy are those set down in Section 1A of the Academies Act 2010. The other characteristics of the Academy are:

- a) the school will be at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community;

b) there will be assessments of pupils' performance as they apply to maintained schools and the opportunity to study for relevant qualifications subject to clause 30(d) of the Master Agreement;

c) the admissions policy and arrangements for the school will be in accordance with admissions law, and the DfE Codes of Practice, as they apply to maintained schools, subject to any exceptions in Annex A to this Agreement;

d) teachers' levels of pay and conditions of service at the Academy will be the responsibility of the Academy Trust;

e) there will be an emphasis on the needs of the individual pupils including pupils with special education needs (SEN), both those with and without statements of SEN; and

(f) there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge;

2.3 The curriculum provided by the Academy to pupils shall be broad and balanced.

2.3A) The Academy Trust must ensure that so far as is reasonably practicable and consistent with clause 27 of the Master Agreement of this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

2.3B The requirements for the admission of pupils to the Academy are set out at Annex A.

- 2.4 The Company shall publish information in relation to its current curriculum provision. Such information shall include details relating to
- a) the content of the curriculum;
 - b) its approach to the curriculum;
 - c) the GCSE options (and other Key Stage 4 qualifications) offered by the Academy; and
 - d) how parents (including prospective parents) can obtain further information in relation to the Academy's curriculum.
- 2.5 The Company shall not make provision in the context of any subject for the teaching, as an evidence-based view or theory, of any view or theory that is contrary to established scientific and/or historical evidence and explanations.
- 2.6 Clause 27 of the Master Agreement shall apply, except that sub-clauses b) and c) shall be replaced by the following amendments:
- b) subject to clause 28, the Company shall ensure that the Academy complies with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community or foundation school which does not have a religious character, except that the provisions of paragraph 4 of that Schedule do not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule, the Secretary of State's consent to such an application not to be unreasonably withheld or delayed.
 - c) the Company:
 - (1) agrees that before making an application pursuant to the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003 for the Academy to be designated as a school with religious character it shall seek the prior written consent of the

Secretary of State;

- (2) hereby acknowledges that the Secretary of State may in his absolute discretion refuse or consent to the Company making such an application.

2.7 In relation to this Academy only, the Company agrees to act in accordance with Sections 406 (Political Indoctrination) and 407 (Duty to secure balanced treatment of political issues) of the Education Act 1996 as if it were a maintained school, subject to the following modifications:

- a) references to any maintained school shall be treated as references to the Academy;
- b) references to registered pupils shall be treated as references to registered pupils at the Academy;
- c) references to the governing body or the local authority shall, in each case, be treated as references to the Company; and
- d) references to the head teacher shall, in each case, be treated as references to the Principal of the Academy.

2.8 The Company shall ensure that principles are promoted which support fundamental British values, including: respect for the basis on which the law is made and applied in England; respect for democracy and support for participation in the democratic processes; support for equality of opportunity for all; support and respect for the liberties of all within the law; and respect for and tolerance of different faiths and religious and other beliefs.

2.8A The Company shall have regard to any guidance issued by the Secretary of State, 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 they learn the nature of marriage and its importance for family life and for bringing up children. The Company shall also have regard to the requirements set

out in section 405 of the Education Act 1996 which shall apply to the Academy as if it were a maintained school.

Academy Opening Date

- 2.9 The Academy opened as a school on 1 September 2012.
- 2.10 The planned capacity of the Academy is 560 pupils in the age range 11-16.

Criminal Records Bureau Checks

- 2.11 In relation to the Academy only, the Company shall, on receipt of information from the Criminal Records Bureau in response to an application for an enhanced criminal record certificate, on request from the Secretary of State or his agents, as soon as possible thereafter submit such information to the Secretary of State in accordance with section 124 of the Police Act 1997.

Teachers And Other Staff

- 2.12 Subject to clause 2.13, and in relation to the Academy only, the Company shall, in accordance with any guidance which the Secretary of State may issue on the qualifications of teaching and other staff in Academies, employ anyone it deems is suitably qualified or is otherwise eligible under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils.
- 2.13 Clause 2.12 does not apply to anyone who (a) is appointed as the SENCO by the Company under section 317(3A) of the Education Act 1996, who must meet the requirements set out in Regulation 3 of the Education (Special Educational Needs Co-ordinators)(England) Regulations 2008 (SI 2008/2945); or (b) is appointed as a designated teacher for looked after children further to clause 18A of the Master Agreement.

Exclusions Agreement

2.14 Clause 18(c) of the Master Agreement shall not apply and shall be replaced with:

Pupil exclusions are set out in regulations made by virtue of section 51A of the Education Act 2002 (as may be amended or modified from time to time, and includes any successor provision(s)).

RUNNING OF THE ACADEMY

Pupils

2.15 The relevant clauses in the Master Agreement and Annex B shall 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.

School meals

Clauses 32 and 33 of the Master Agreement are disapplied and replaced with the following clauses 2.16, 2.17 and 2.18.

2.16 The Academy Trust must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Academy Trust and as if references to a school maintained by a local authority were to any of its Academies.

2.17 The Academy Trust must comply with school food standards legislation as if its Academies were maintained schools.

2.18 Where the Academy Trust provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

Governance

2.19 The Academy Trust must provide to the Secretary of State the names of all new or replacement Governors and members of the Academy Trust, stating whether they have been appointed or elected, the date of their appointment or election and, where applicable, the name of the Governor or member they replaced as soon as is practicable and in any event within 14 days of their appointment or election.

2.20 The Academy Trust must not appoint any new or replacement Governors or members until it has first informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.

Pupil Premium

2.21) For each Academy Financial Year, the Academy Trust must publish, on the Academy's website, information about:

- a) the amount of Year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;
- b) what it intends to spend its Year 7 literacy and numeracy catch-up premium grant on;
- c) what it spent its Year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year;
- d) the impact of the previous year's Year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.

3 CAPITAL GRANT

3.1 Pursuant to clause 38 of the Master Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

3.2 Clause 37 of the Master Agreement shall apply except that sub-clauses c) and g) shall be replaced by the following amendments:

- c) the installation of electrical, mechanical or other services other than necessary replacements, repairs and maintenance due to normal wear and tear;
- g) the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation

other than necessary replacements, repairs and maintenance due to normal wear and tear;

3.3 Clause 40 of the Master Agreement shall apply subject to the following addition:

c) any other conditions that the Secretary of State may specify.

4 GAG AND EAG

4.1 The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement, subject to clauses 4.2 to 4.12 below.

4.2 Clause 48 of the Master Agreement shall apply, except that sub-clause g) shall be replaced by the following amendment:

g) insurance, provided that the Secretary of State shall not be obliged to pay GAG in relation to insurance to the extent that insurance and/or comparable arrangements are made available to the Company (whether at a cost to the Company or otherwise and whether made available by and/or on behalf of the Secretary of State or otherwise) save that, to the extent that such insurance and/or comparable arrangements as may be made available constitute a cost for the Company, the Secretary of State shall provide a contribution through GAG in relation to such cost;

4.3 Subject to clauses 4.9 - 4.10, GAG for each Academy Funding Year for the Academy will include:

4.3.1 Funding equivalent to that which would be received by a maintained school with similar characteristics, determined by the Secretary of State and notified in the Annual Letter of Funding or its equivalent, taking account of the number of pupils at the Academy;

4.3.2 Funding for the cost of functions which would be carried out by

the local authority if the Academy were a maintained school, such funding to be determined at the discretion of the Secretary of State;

4.3.3 Funding for matters for which it is necessary for the Academy to incur extra costs, to the extent that those costs are deemed in the discretion of the Secretary of State to be necessary; and

4.3.4 Payments equivalent to further, specific grants made available to maintained schools, where the Academy meets the requisite conditions and criteria necessary for a maintained school to receive these grants, such payments to be at the discretion of the Secretary of State.

4.4 Subject to clause 4.5, the basis of the pupil number count for the purposes of determining GAG for an Academy Funding Year for the Academy will be the Company's estimate each November for numbers on roll in the following September for the Academy, such estimate to be based on an objective assessment of pupil numbers.

4.5 Once the condition specified in clause 4.6 has been satisfied with respect to the Academy for the Academy Funding Year for which funding is being calculated, the basis of the pupil number count for the purpose of determining GAG for the Academy will be:

4.5.1 for the pupil number count for pupils in Year 11 and below, the Schools Census for the January preceding the Academy Funding Year in question; and

4.5.2 for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers for pupils in Year 12 and above for the purpose of calculating their level of funding.

4.6 For the purpose of clause 4.5, the condition is satisfied when all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present).

- 4.7 For any Academy Funding Year in which GAG for the Academy has been calculated in accordance with clause 4.4, an adjustment will be made to the following Academy Funding Year's formula funding element of GAG for the Academy to recognise any variation from that estimate greater than or lower than 2.5%. The additional or clawed-back grant will be only that amount relevant to the number of pupils beyond the 2.5% variation.
- 4.8 For any Academy Funding Year in which GAG for the Academy is calculated in accordance with clause 4.5, no adjustment will be made to the equivalence funding element in the following Academy Funding Year's equivalence funding element of GAG unless the Company demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on costs, such as an extra class. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the Annual Letter of Funding or its equivalent.
- 4.9 The Secretary of State may pay further grant in the Start-up period, as determined and specified by him, for costs which cannot otherwise be met from GAG.
- 4.10 The Secretary of State recognises that if he serves notice of intention to terminate this Agreement, the intake of new pupils during the notice period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Academy's needs during the notice period. In those circumstances, the Secretary of State may undertake to pay a reasonable and appropriately larger GAG with respect to the Academy in the notice period than would be justified solely on the basis of the methods set out in clauses 4.3 - 4.8, in order to enable the Academy to operate effectively.

- 4.11 At the beginning of any Academy Funding Year the Company may hold unspent GAG from previous Academy Funding Years amounting to such percentage (if any) as the Secretary of State may specify by notice in writing to the Company prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Funding Year just ended or such higher amount as may from time to time be agreed. The Company shall use such carried forward amount for such purpose, or subject to such restriction on its use, as the Secretary of State may specify by notice in writing to the Company.
- 4.12 Notwithstanding clause 4.11, any additional grant provided over and above that set out in clauses 4.3 to 4.8, and made in accordance with clauses 4.9 to 4.10 may be carried forward without limitation or deduction until the Start-up Period or the circumstances set out in clause 4.10 come to an end.
- 4.13 Any savings of GAG not allowed to be carried forward under clauses 4.11 and 4.12 will be taken into account in the payment of subsequent grant.
- 4.14 For the avoidance of any doubt, the Secretary of State will not, in relation to the Academy, pay Implementation Grant, pursuant to clauses 42 to 47 of the Master Agreement.
- 4.15 The Company shall publish in each Academy Financial Year information in relation to:
- a) the amount of Pupil Premium allocation that it will receive during that Academy Financial Year;
 - b) on what it intends to spend the Pupil Premium allocation;
 - c) on what it spent its Pupil Premium in the previous Academy Financial Year;
 - d) the impact in educational attainment, arising from expenditure of the previous Academy Financial Year's Pupil Premium.

Additional Funding

4.16 For the avoidance of any doubt, the Secretary of State will not, in relation to the Academy, meet any costs arising from the inclusion of Academies in the Schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999, pursuant to clause 68 of the Master Agreement.

4A Clawback

4A.1 If the Secretary of State or his agents pay any grant to the Company which includes an amount to cover the VAT which will be payable by the Company in using any such grant for the purposes intended, the Company shall, having paid the VAT to a third party for any goods or services it has purchased from such a third party, where entitled, promptly and, in any event, as soon as is reasonably practicable, submit a VAT reclaim application to Her Majesty's Revenue and Customs (HMRC) in respect of such VAT payment. Any failure, on the part of the Company, to submit a VAT reclaim application to HMRC or repay the amount recouped to the Secretary of State as soon as reasonably practicable following the receipt of any such payment from HMRC may be taken into account by the Secretary of State either:

- (a) in the same Academy Funding Year that any such grant is paid to the Company; or
- (b) in the calculation and/or payment of any subsequent grant to the Company; or
- (c) by an adjustment to the GAG paid by the Secretary of State to the Company in the following Academy Funding Year or Academy Funding Years.

4A.2 If the Secretary of State pay grant not including GAG to the Company on condition either that such grant be used for a particular purpose or purposes or that such grant be used by a certain date, any failure on the part of the Company to use such grant for such a purpose or

purposes or by such date may be taken into account by the Secretary of State either:

- (a) in the same Academy Funding Year that such grant is paid to the Company; or
- (b) in the calculation and/or payment of any subsequent grant to the Company; or
- (c) by an adjustment to the GAG paid by the Secretary of State to the Company in the following Academy Funding Year or Academy Funding Years.

5 TERMINATION

5.1 Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2019 or any subsequent anniversary of that date, save where the provisions of this Agreement otherwise provide.

5.2 **If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 2.2 of this Agreement or that the conditions and requirements set out in clauses 13 - 34 of the Master Agreement or clauses 2.3 – 2.8A, and 2.11 - 2.14 of this Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.**

5.3 Any such notice shall be in writing and shall:

5.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 2.2 of this Agreement or is not meeting the conditions and requirements of clauses 13-34 of the Master Agreement or clauses 2.3 – 2.8A, and 2.11 – 2.14 of this Agreement, or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

- 5.3.2 specify the measures needed to remedy the situation or breach;
 - 5.3.3 specify a reasonable date by which these measures are to be implemented; and
 - 5.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 5.4 If no response is received by the date specified in accordance with clause 5.3.4, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 5.5 If a response is received by the date specified in accordance with clause 5.3.4, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 6.5.1 he is content with the response and/or that the measures which he specified are being implemented; or
 - 6.5.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
 - 6.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 5.6 In the circumstances of clause 5.5.3 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from Trustees of the Company and the Local Governing Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 2.2 of this Agreement

or does not and will not meet the conditions and requirements set out in clauses 13-34 of the Master Agreement, or clauses 2.3 – 2.8A, and 2.11 – 2.14 of this Agreement, or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

- 5.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 6.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 5.8 The Secretary of State shall, at a date preceding the start of each Academy Financial Year, provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following Academy Financial Year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "**Critical Year**") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are accumulated and held unspent by the applicable Academy set out in clause 4.11 of this Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the relevant Academy (if it were an independent company), on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.9 Any notice given by the Company under clause 5.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 5.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

5.9.1 the grounds upon which the Company's opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

5.9.2 the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and

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

5.10 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the relevant Academy (if it were an independent company), on the basis of the Indicative Funding and All Other Resources, 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 undertake to use their best endeavours to agree a practical solution to the problem.

5.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the

Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the relevant Academy (if it were an independent company) to become insolvent, then that question shall be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**"). The Expert shall 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 shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.

- 5.12 The Expert shall 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 large schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.
- 5.13 If the Expert determines that the cost of running the Academy during the Critical Year would cause the relevant Academy (if it were an independent company), on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days after (a) the Expert's determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to

provide sufficient additional funding for the Academy to cover the Shortfall.

5.14 If the Company shall have given notice to terminate the Agreement under 6.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons as Trustees of the Company in accordance with the Articles.

5.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 1A of the Academies Act 2010.

5.16 A "Special Measures Termination Event Occurs" when:

5.16.1. the Chief Inspector has given a notice to the Company in accordance with section 13(3) of the Education Act 2005 (the "Special Measures Notice") stating that in his opinion special measures are required to be taken in relation to the Academy; and

5.16.2. the Chief Inspector has carried out a subsequent inspection of the Academy in accordance with the Education Act 2005 and has made a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

5.16.3. the Secretary of State has requested the Company to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and

5.16.4 the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no

Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.

5.17 If a Special Measures Termination Event occurs, the Secretary of State may:

5.17.1 by notice in writing to the Company terminate this Agreement forthwith; or

5.17.2 subject to clause 108 of the Master Agreement, appoint such Further Trustees to the Company as he thinks fit in accordance with the Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement.

5.18 In the event that the Secretary of State appoints Further Trustees in accordance with clause 5.17.2, the Company must, upon the request of the Secretary of State, procure the resignation of any Trustees holding office immediately preceding the appointment of such Trustees, in accordance with Article 63 of the Articles of Association.

5.19 If at any time after the signing of this Agreement but prior to the Academy opening date, the Secretary of State is of the view that pupil numbers at the Academy will, upon opening, be such that the Academy will not be financially viable, he may:

(a) require the Academy Trust not to open the Academy until the following September; or

(b) by notice terminate this Agreement forthwith; or

(c) provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement.

5.20 Not used.

5.21 Not used.

5.22 If at any time after the signing of this Agreement but prior to the Academy opening date, the Secretary of State is of the view that:

1. the Academy would, on opening, provide an unacceptably low standard of education; or
2. the safety of pupils or staff at the Academy would, on opening, be threatened; or
3. the staff employed at the Academy are unsuitable; or
4. the buildings and other structures on the School Premises are unsuitable, including but not limited to the failure to obtain Building Regulations Approval in respect of the School Premises, if appropriate;

he may in writing either:

- a) require the Company (i) not to open the Academy; and/or (ii) not to admit pupils of a particular age range, to be determined by the Secretary of State; and/or (iii) not to use any building or other structure on the School Premises until such time as the relevant matter or matters listed in 1. to 4. above has or have been resolved to the Secretary of State's satisfaction; or
- b) terminate this Agreement forthwith or provide such notice as he deems appropriate in the circumstances to terminate this Agreement.

5.23 If the Academy Trust has not entered into the Licence by 27 July 2012, the Secretary of State may:

- a) require the Academy Trust not to open the Academy until such time as an alternative temporary and / or permanent site for the Academy has been acquired / obtained; or
- b) by notice terminate this Agreement forthwith; or
- c) provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement.

5.24 If the Academy Trust has not entered into Lease 1 by 20 August 2012, the Secretary of State may:

- a) require the Academy Trust not to open the Academy until such time as an alternative temporary and / or permanent site for the Academy has been acquired / obtained; or
- b) by notice terminate this Agreement forthwith; or
- c) provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement.

5.25 If the Academy Trust acquires the Additional Permanent Site, the Academy Trust agrees that it shall enter into negotiations in good faith with the Secretary of State in respect of a deed of variation for this Agreement to insert the relevant clauses in respect of that Additional Permanent Site. Should the Academy Trust fail to enter into such negotiations in good faith and / or fail to enter into a deed of variation in respect of the relevant clauses in respect of that Additional Permanent Site following such negotiations, the Secretary of State may by notice terminate this Agreement forthwith or provide up to 12 months' notice in writing to terminate this Agreement.

5.26 If

- a) Any Governors or member of the Academy Trust refuses to consent to any checks required under this Agreement, or as otherwise requested by the Secretary of State; or
- b) The Secretary of State determines that any Governor or member of the Academy Trust is unsuitable,

the Secretary of State may:

- i. direct the Academy Trust to ensure that the Governor or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or
- ii. serve a Termination Notice.

5.27 For the purposes of clause 5.26 a Governor or member of the Academy Trust will be "unsuitable" if that Governor or member:

- a) has been convicted of an offence;
- b) has been given a caution in respect of an offence;
- c) is subject to a relevant finding in respect of an offence; or
- d) has engaged in relevant conduct,

as a result of which, the Secretary of State considers that that Governor or member is unsuitable to take part in the management of the Academies.

5.28 For the purposes of clause 5.27:

- a) a Governor or member of the Academy Trust will be subject to a "relevant finding" in respect of an offence if:
 - i. that Governor or member has been found not guilty of the offence by reason of insanity;
 - ii. that Governor or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or
 - iii. a court outside the United Kingdom has made a finding equivalent to that described in paragraphs (i) and (ii) above.
- b) "relevant conduct" is conduct by a Governor or member of the Academy Trust which is:
 - i. aimed at undermining the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or

- ii. found to be in breach of professional standards by a professional body; or
- iii. so inappropriate that, in the opinion of the Secretary of State, it makes that Governor or member unsuitable to take part in the management of the Academy.

6 EFFECT OF TERMINATION

- 6.1 In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Section 1A of the Academies Act 2010.
- 6.2 Subject to clause 6.3, if the Secretary of State terminates this Agreement for reasons other than that a Special Measure Termination Event occurs, the Academy no longer has the characteristics set out in clause 2.2 of this Agreement, or is no longer meeting the conditions and requirements set out in clauses 13-34 of the Master Agreement, or clauses 2.3 – 2.8A, and 2.11 – 2.14 of this Agreement, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.
- 6.3 The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Company, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.
- 6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.6, on the termination of this Agreement however occurring, the Company shall in respect of any of its capital assets at the date of termination:

6.5.1 promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later; or

6.5.2 if the Secretary of State confirms that a transfer under clause 6.5.1 is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5.2 if:

6.6.1 The Company obtains his permission to invest the proceeds of sale for its charitable objects; or

6.6.2 The Secretary of State directs all or part of the repayment to be paid to the local authority.

6.7 The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010.

7 LAND CLAUSES

Debt

7.1 Not used.

7.2 Not used.

7.3 Not used.

7.4 Not used.

Restrictions On Transfer Of The Land

7.5 The Company:

- a) shall, within 28 days from the entry into Lease 1, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003 ('LRR 2003')) in the following terms:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge 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) shall take any further steps reasonably required to ensure that the restriction referred to in clause 7.5(a) is entered on the proprietorship register,
- c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 7.5(a) as soon as reasonably practicable after it receives notification from the Land Registry, and
- d) in the event that it has not registered the restriction referred to in clause 7.5(a), hereby consents to the entering of the restriction

referred to in 7.5(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002), and

- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 7.5(a) or 7.5(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

Obligations on the Company

7.6i The Company shall keep the Land clean and tidy and make good any damage it causes to the Land and / or any deterioration to the condition of the Land that may arise from the date of this Agreement, save that the Company shall ensure that any actions undertaken in compliance with this clause in respect of the Land shall be consistent with the terms of Lease 1. In compliance with this clause, the Company shall not do or cause or permit to be done anything to lessen the value or marketability of the Land save with the express written consent of the Secretary of State

7.6ii The Company agrees it shall seek and obtain the prior written consent of the Secretary of State, not to be unreasonably withheld or delayed before taking any steps to:

- a) terminate, vary, surrender or dispose of Lease 1; and / or
- b) grant any consent or licence in respect of the Land or any part of it; and / or
- c) create or permit to arise or continue any encumbrance affecting the Land or any part of it; and / or
- d) part with or share possession or occupation of the Land or any part of it; and / or
- e) enter into any onerous or restrictive obligations affecting the Land or any part of it.

- 7.6iii The Company shall observe and comply with its obligations under Lease 1 and shall promptly enforce its rights against the Landlord.
- 7.6iv. The Company agrees that prior to taking any steps, including but not limited to the service of any notice or waiver of any condition, under the Agreement for Lease, it shall seek and obtain the written consent of the Secretary of State, not to be unreasonably withheld or delayed.

Insurance

- 7.7 The Company shall, save where the terms of Lease 1 provide for the Landlord to obtain such insurance:-
- a) keep the Land insured, as in accordance with the terms of the Lease 1, and in any event with a reputable insurance office against loss or damage by the Insured Risks in the sum the Company is advised represents the reinstatement value of the Land from time to time;
 - b) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
 - c) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Land (provided that this clause should be satisfied if the Company provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
 - d) produce to the Secretary of State a copy of the insurance policy whenever reasonably requested and the receipt for the last premium or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

- e) not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable; and
- f) insure against liability in respect of property owners' and third party risks including occupier's liability.

Transfer of the Land on Termination of Agreement

7.8 The Company hereby grants and the Secretary of State hereby accepts an option, exercisable by the Secretary of State or his nominee, to acquire the Land or any part thereof at nil consideration. The option hereby granted shall be exercisable (by notice in writing by or on behalf of the Secretary of State) on the termination of this Funding Agreement for whatever cause. On the exercise of this option, the Law Society's Standard Conditions of Sale for Commercial Property in force at the date of such exercise shall apply to the transaction and completion shall take place 28 days after such exercise.

7.9 The Company

- a) shall, within 14 days from the entry into of Lease 1, apply to the Land Registry in Form AN1 as prescribed by Rule 81 of the Land Registration Rules 2003 for a notice to be entered in the register (under section 34(3)(a) of the Land Registration Act 2002) to protect the option granted under clause 7.8 and including a copy of this Agreement as evidence of that option.
- b) shall take any further steps required to ensure that the notice referred to in clause 7.9(a) is entered on the proprietorship register,
- c) shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 7.9(a) as soon as practicable after it receives notification from the Land Registry,
- d) in the event that it has not registered the notice referred to in clause 7.9(a), hereby consents to the entering of the notice referred to in

7.9(a) in the register by the Secretary of State (by application in Form UN1 under s. 34(3)(b) of the Land Registration Act 2002),

- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a notice entered in accordance with clause 7.9(a) or 7.9(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Trust, and

- f) in the case of previously unregistered land, for the further protection of the option granted in Clause 7.8 the Company shall within 14 days of the signing of this Agreement make application to register a Class C (iv) land charge in the Land Charges Registry and a Caution against First Registration in the Land Registry and shall provide the Secretary of State with copies of the entries secured thereby within 7 days of completing each registration, respectively. If the Secretary of State is of the view that the Company has failed to perform the registration obligations in this sub-clause he shall be at liberty to make his own applications to secure these registrations.

Legal Charge

7.10 Not used.

Failure to use the Land for the purposes of the Academy

7.11 Not used.

Sharing of the Land

7.12 The Company agrees that if:

- a) the Academy does not reach its planned capacity over a period of six Academy Funding Years; or
- b) notice of termination is served by either the Company or the Secretary of State in accordance with clause 6.1 of this

Agreement; or

- c) in the reasonable opinion of the Secretary of State the operation of the Academy at planned capacity does not require the use of the full extent of the Land;

it will share occupation of the Land with such other Academy as the Secretary of State deems appropriate in the circumstances and enter into such legal arrangements in respect of the same as are required by the Secretary of State.

Exercise of Rights

7.13 Not used.

7.14 Not used.

7.15 Not used.

7.16 Not used.

Payment of Debt

7.17 Not used.

Provision of Information in respect of the School Premises

7.18 If the Company is in material breach, or if it is reasonably foreseeable that the Company will be in material breach, of the provisions of Lease 1, it shall forthwith give written notice to the Secretary of State specifying the exact nature of the material breach or reasonably foreseeable material breach and such notice shall set out the steps taken or to be taken by the Company to remedy the material breach or reasonably foreseeable material breach and shall, where appropriate, include the timescales relating to any remedial action.

7.19 The Company will at its own cost provide all information reasonably required by the Secretary of State in respect of any material breach or reasonably foreseeable material breach as referred to in clause 7.18.

- 7.20 Following the receipt by the Secretary of State of the written notice under clause 7.18, the Company shall permit the Secretary of State to take all steps in conjunction with or instead of the Company as may be necessary to remedy or prevent the material breach referred to in the said notice. The Company shall, in such circumstances, use all reasonable endeavours to assist the Secretary of State to remedy or prevent such material breach.
- 7.21 The Company shall, within 14 days of receiving any order, notice, proposal, demand or any other requirement affecting the Land from any competent authority, give full particulars by written notice to the Secretary of State and deliver to the Secretary of State copies of such documents as he may require. Such notice shall state what steps, if any actions are required, the Company intends to take in response to the order, notice, proposal, demand or other requirement affecting the Land.
- 7.22 The Company will at its own cost provide all information reasonably required by the Secretary of State in respect of order, notice, proposal, demand or any other requirement affecting the Land as referred to in clause 7.21.
- 7.23 Following the receipt by the Secretary of State of the written notice under clause 7.21, the Company shall permit the Secretary of State to take all steps in conjunction with or instead of the Company as may be necessary to comply with any order, notice, proposal, demand or other requirement affecting the Land referred to in the said notice. The Company shall, in such circumstances, use all reasonable endeavours to assist the Secretary of State to take the appropriate required steps.

8 ANNEXES

- 8.1 The Annexes to this Agreement form part of and are incorporated into this Agreement.

9 GENERAL

- 9.1 This Agreement shall not be assignable by the Company.
- 9.2 The Secretary of State and the Company agree that, notwithstanding the termination of this Agreement, any obligation upon the Company and/or the Secretary of State expressed as arising upon the termination of this Agreement shall continue to subsist.
- 9.3 Clause 101 of the Master Agreement shall apply except that sub-clause l) and m) shall be replaced by the following amendments:
- l) compliance with the requirements of the Charity Commission's guidance to charities and charity trustees and in particular the Charity Commission's guidance in the Protecting Charities from Harm ('the compliance toolkit') as amended from time to time;
 - m) membership and proceedings of the Governing Body together with any other relevant information concerning the management or governance of the Academy which, subject to clause 105 of the Master Agreement, is reasonably necessary for the Secretary of State to carry out his functions generally and in relation to this Agreement.

10 THE MASTER AGREEMENT

- 10.1 Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.

11 ENGLISH LAW

- 11.1 This Agreement shall be governed by and interpreted in accordance with English law.

This Agreement was executed as a Deed on 31 July 2012

Executed on behalf of **CfBT Schools Trust** by:

Trustee

Trustee / Secretary

The Corporate Seal of the **Secretary of State for Education**, hereunto affixed is authenticated by:

Duly Authorised

ANNEX A TO THIS SUPPLEMENTAL AGREEMENT

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO OAKBANK

GENERAL

1. This Annex may be amended in writing at any time by agreement between the Secretary of State and the Company.
2. The Company will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to "admission authorities" shall be deemed to be references to the Trustees of the Company.
- 2A The Company is permitted to determine admission arrangements for Oakbank (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children) to children whose parents have permitted founders status by the Secretary of State. Founders are held on a closed list dated 18 June 2012, appended to this Annex A at Appendix 1.
3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will not participate in the co-ordinated admission arrangements operated by the local authority for the first year of opening but will participate in such arrangements operated by the local authority in subsequent years and the local Fair Access Protocol.
4. Notwithstanding any provision in this Annex, the Secretary of State may:
 - (a) direct the Company to admit a named pupil to Oakbank on application from a local authority. This will include complying with a School Attendance Order¹. Before doing so the Secretary of State will consult the Company.

¹ Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a

- (b) direct the Company to admit a named pupil to Oakbank if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.
 - (c) direct the Company to amend its admission arrangements where they fail to comply with the School Admissions Code or the Admission Appeals Code.
5. The Company shall ensure that parents and 'relevant children'² will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

6. Subject to paragraph 7, the meaning of "Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.
7. If the Academy does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy and the local authority in which the Academy is situated in reaching a decision.

place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

² relevant children' means:

- a) in the case of appeals for entry to a sixth form, the child, and;
- b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

Requirement to admit pupils

8. Not used.

9. The Academy will.

- a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;
- b. adopt admission oversubscription criteria that give highest priority to looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group³. The Academy will consult on its admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Company must make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the Schools Adjudicator.

12. A determination of an objection by the Schools Adjudicator will be binding upon the Academy.

³ 'Relevant age group' means 'normal point of admission to the school: for example, year R, Year 7 and Year 12.

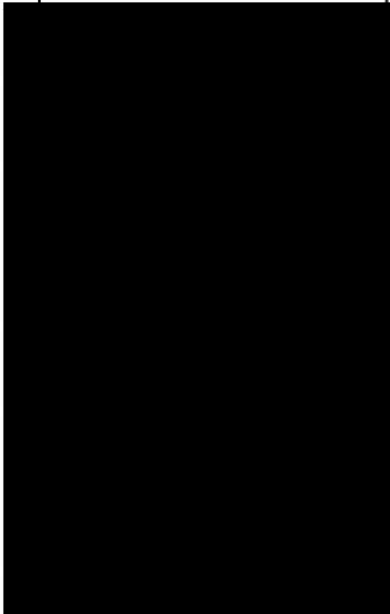
APPENDIX 1 TO ANNEX A

OAKBANK FOUNDERS LIST

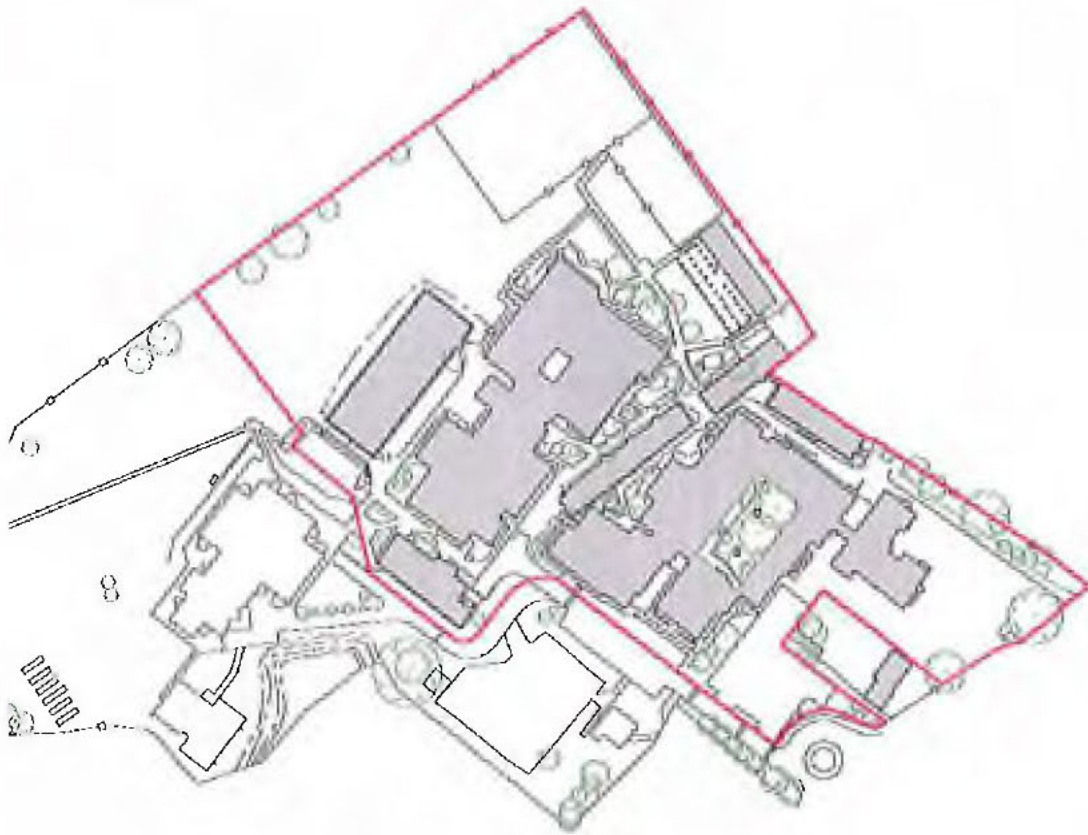
18 JUNE 2012

FOUNDERS OF THE ACADEMY

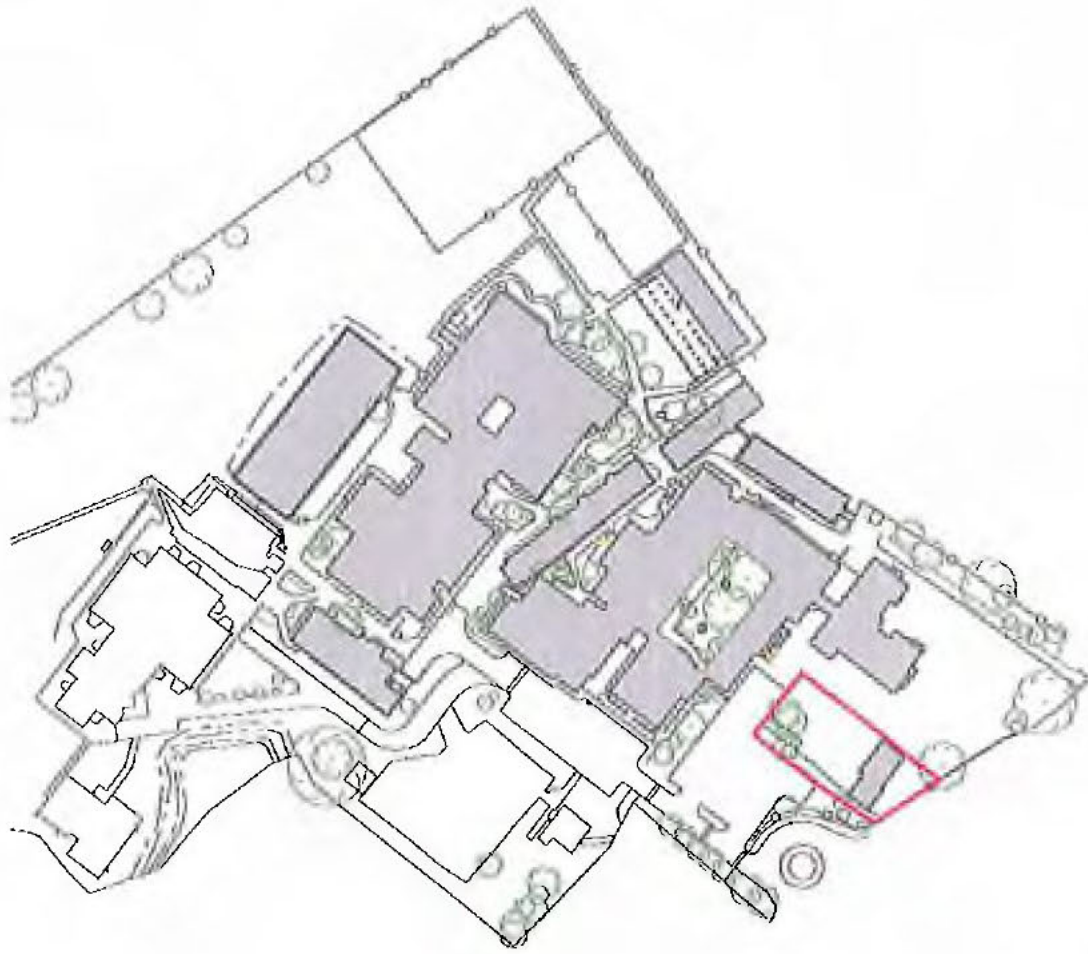
1. The following table lists the founders of the Academy for the purposes of the school's admission arrangements. Founders of the Academy are defined as those who have provided specific assistance, advice, guidance or support to the Company in the preparation of the application for and the establishment of the Academy. Since the definition of founder extends only to those who have played a particular role in the application for and the establishment of the Academy, this list is therefore closed.
2. This list was reviewed and agreed by the Secretary of State on 18 June 2012.
3. As the list was not agreed prior to the opening of the admissions application process for admittance to the Academy in September 2012 no child's admittance to the school in September 2012 was prioritised on the basis of their parent's status as a founder of the Academy.

NAME OF FOUNDER	ROLE IN ESTABLISHMENT OF OAKBANK
	Education lead, West of Wokingham Parent Group
	Community engagement lead, West of Wokingham Parent Group
	Chair, West of Wokingham Parent Group
	Project Steering Group member, and future member of Oakbank's Local Advisory Board
	ICT lead, West of Wokingham Parent Group

ANNEX B – PLAN OF LAND



ANNEX C – PLAN OF ADDITIONAL PERMANENT SITE



Part B – Deed of Variation to the Supplemental Funding Agreement

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("**the Secretary of State**"),

- and -

(2) CfBT Schools Trust a charitable company incorporated in England and Wales with registered number 07468210 ("**the Company**").

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

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 31 July 2012 ("the Supplemental Agreement") relating to the establishment, maintenance and funding of an independent school known as Oakbank, supplemental to a master funding agreement between the Parties dated [19/08/2011] ("the Master Agreement").
- B. The Parties then agreed to amend and restate the terms of the Master Agreement (which shall be known as "the Existing Master Agreement") and the Supplemental Agreement (which shall be known as "the Existing Oakbank Supplemental Agreement") by way of a deed of variation executed as a deed on 19 December 2014.
- C. The Parties now wish to further vary and amend the terms of the Existing Oakbank Supplemental Agreement and wish to record their agreement as to such variations/amendments to the Existing Oakbank Supplemental Agreement by this Deed.

1. INTERPRETATION

- 1.1 Any word or phrase used in this Deed shall, if that word or phrase is defined in the Existing Master Agreement and / or Existing Oakbank Supplemental Agreement, bear the meaning given to it in those agreements.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Secretary of State and the Academy agree that with effect from the date of this Deed the Existing Oakbank Supplemental Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 2.2. As varied by this Deed, the Existing Oakbank Supplemental Agreement shall remain in full force and effect.

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 English law.

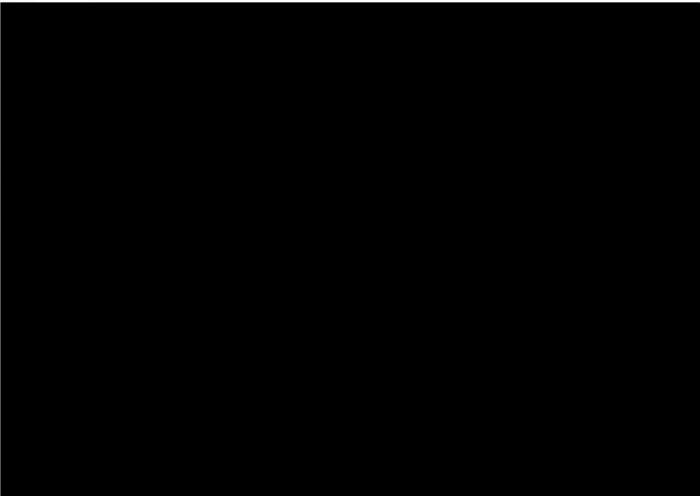
3.2 The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Deed or its subject matter or formation (including non-contractual disputes or claims).

4. COUNTERPARTS

4.1 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 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
CFBT Schools Trust acting by:

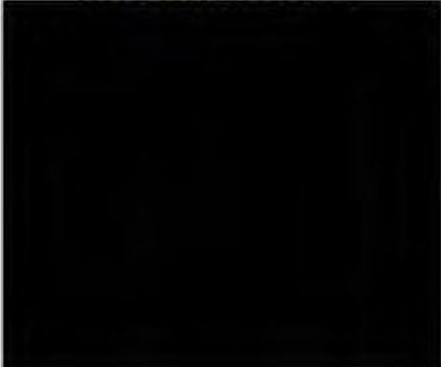


In the presence of:

Print name

Address

Occupation



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

[Redacted signature area]

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



Schedule 1

Amendments to the Existing Oakbank Funding Agreement

1. The definition of "Additional Permanent Site" shall be deleted and replaced by:

"Additional Permanent Site" means the leasehold land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) situated at and known as the Caretaker's Bungalow at Oakbank Free School, Hyde End Road, Ryeish Green, Shinfield, Berkshire, RG7 1ER, edged red in the attached plan at Annex C and to be registered with the Land Registry, making up part of the permanent site of the Academy, or the part of such land remaining in the ownership of the Company, following any disposal in accordance with clause 7.14(a);

2. The following definition of "Additional Permanent Site Value" shall be inserted after the definition of "Additional Permanent Site":

"Additional Permanent Site Value" means, at any time:-

- (a) where there has been a disposal of the Additional Permanent Site as a result of the enforcement of the Legal Charge by the Secretary of State, the proceeds of that disposal after payment of any necessary and reasonable costs incurred by the seller in connection with such disposal; or
- (b) in any other case, the Market Value of the Additional Permanent Site;

3. The following definition of "Debt" shall be inserted after the definition of "Chief Inspector" at Clause 1.2):

"Debt" means the amount equal to 100% of the Additional Permanent Site Value;

4. The following definition of "Discharge Process" shall be inserted after the definition of "Debt" at Clause 1.2):

"Discharge Process"

means the removal of:-

- i. the Legal Charge registered with Companies House as against the Company;
- ii. the Legal Charge from the charges register at the Land Registry against the title for the Additional Permanent Site;
- iii. the restriction in the proprietorship register as referred to in 108B(a); and
- iv. the notice in the proprietorship register as referred to in 108F(a)

5. The definition of "the Land" in Clause 1.2) shall be deleted and replaced by the following definition of "the Land" in Clause 1.2):

"the Land" means the leasehold land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) situated at part of the site of the Oakbank Free School, Hyde End Road, Shinfield, Reading, RG7 1ER, edged red in the attached plan at Annex B and to be registered with the Land Registry, making up part of the permanent site of the Academy;

6. The definition of "the Lease(s)" shall be deleted and replaced by:

"the Lease(s)" means the leasehold agreement(s) or its (their) equivalent(s) between the Company and Wokingham Borough Council ("the Landlord") in respect of:

"Lease 1" means the leasehold agreement between the Company and Wokingham Borough Council, dated 31 August 2012, in respect of the Land; and

"Lease 2" means the leasehold agreement between the Company and Wokingham Borough Council, dated 31 August 2012, in respect of the Additional Permanent Site;

7. The following definition of "Legal Charge" shall be inserted after the definition of "the Lease(s)" in Clause 1.2):

"Legal Charge" means the legal charge to be entered into upon the date of this Agreement by the Company in favour of the Secretary of State over the Additional Permanent Site, in a form and substance satisfactory to the Secretary of State;

8. The following definition of "Market Value" shall be inserted after the definition of "the Legal Charge" at Clause 1.2):

"Market Value" means the market value of the relevant part of the Additional Permanent Site (as that term is defined or referred to in the RICS Appraisal and Valuation Manual (current edition) published by RICS), as determined by a professionally qualified independent valuer;

9. The following definition of "School Premises" shall be inserted after the definition of "SENCO" at Clause 1.2):

"School Premises" means the Land and the Additional Permanent Site together making up the permanent site of the Academy;

10. Clause 5.25 shall be deleted.

11. Clauses 7.1 to 7.4 shall be deleted and replaced with:

7.1 The Secretary of State has agreed to make payments of Capital Grant to the Company pursuant to clause 3.1 of this Agreement.

7.2 The payments referred to at 7.1 are made available to the Company on an interest free basis.

7.3 In consideration of the Secretary of State making the payments referred to at 7.1 and financing the acquisition of the Additional Permanent Site, it shall pay the Debt upon termination of this Agreement, or in accordance with clause 7.14(a), or upon any disposition by way of sale of the whole or part of the Additional Permanent Site, whether or not such sale has been consented to by the Secretary of State.

7.4 The Debt shall be secured by the Legal Charge.

12. The following clause 7.5A shall be inserted after clause 7.5:

7.5A In consideration that it has acquired a legal interest in the Additional Permanent Site, such acquisition being financed by the Secretary of State, the Company:

- a) shall, within 28 days from the date of this Agreement, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) ('LRR 2003') in the following terms:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date]¹ in favour of The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer.

- b) shall take any further steps reasonably required to ensure that the restriction referred to in clause 7.5A(a) is entered on the proprietorship register,
- c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 7.5A(a) as soon as reasonably practicable after it receives notification from the Land Registry, and
- d) in the event that it has not registered the restriction referred to in clause 7.5A(a), hereby consents to the entering of the restriction

¹ Date to be inserted should be date charge is entered into.

referred to in 7.5A(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002), and

- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 7.5A(a) or 7.5A(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

13. Clauses 7.6i to 7.6iii shall be deleted and replaced by:

7.6i The Company shall keep the School Premises clean and tidy and make good any damage it causes to the School Premises and / or any deterioration to the condition of the School Premises that may arise from the date of this Agreement, save that the Company shall ensure that any actions undertaken in compliance with this clause shall be consistent with the terms of the Lease(s). In compliance with this clause, the Company shall not do or cause or permit to be done anything to lessen the value or marketability of the School Premises save with the express written consent of the Secretary of State.

7.6ii The Company shall observe and comply with its obligations under the Lease(s) and shall promptly enforce its rights against the Landlord.

7.6iii The Company agrees it shall seek and obtain the prior written consent of the Secretary of State, not to be unreasonably withheld or delayed before taking any steps to:

- a) terminate, vary, surrender or dispose of the Lease(s); and / or
- b) grant any consent or licence in respect of the School Premises or any part of it; and / or
- c) create or permit to arise or continue any encumbrance affecting the School Premises or any part of it; and / or
- d) part with or share possession or occupation of the School Premises or any part of it; and / or
- e) enter into any onerous or restrictive obligations affecting the School Premises or any part of it.

14. Clause 7.7 shall be deleted and replaced by:

7.7 The Company shall, save where the terms of the Lease(s) provide for the Landlord to obtain insurance in respect of the School Premises:-

- a) keep the School Premises insured, as in accordance with the terms of the Lease(s), and in any event with a reputable insurance office against loss or damage by the Insured Risks in the sum the

Company is advised represents the reinstatement value of the School Premises from time to time;

- b) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the School Premises;
- c) following the incidence of damage to or destruction of the School Premises and subject to receipt of all necessary consents licences permissions and the like apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the School Premises (provided that this clause should be satisfied if the Company provides premises not necessarily identical to the School Premises as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
- d) produce to the Secretary of State a copy of the insurance policy whenever reasonably requested and the receipt for the last premium or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);
- e) not knowingly do anything whereby any policy of insurance relating to the School Premises may become void or voidable; and
- f) insure against liability in respect of property owners' and third party risks including occupiers liability.

15. The following clauses 7.9A and 7.9B shall be inserted after 7.9:

7.9A In consideration that it has acquired a legal interest in the Additional Permanent Site, such acquisition being financed by the Secretary of State, the Company hereby grants and the Secretary of State hereby accepts an option, exercisable by the Secretary of State or his nominee, to acquire the Additional Permanent Site or any part thereof at nil consideration. The option hereby granted shall be exercisable (by notice in writing by or on behalf of the Secretary of State) on the termination of this Funding Agreement for whatever cause or in circumstances where the Company is unable to use all or part of the Additional Permanent Site as the permanent site of the Academy in accordance with clause 7.14. On the exercise of this option, the Law Society's Standard Conditions of Sale for Commercial Property in force at the date of such exercise shall apply to the transaction and completion shall take place 28 days after such exercise.

7.9B In consideration that it has acquired a legal interest in the Additional Permanent Site, such acquisition being financed by the Secretary of State, the Company:

- a) shall, within 14 days from the date of this Agreement, apply to the Land Registry in Form AN1 as prescribed by Rule 81 of the Land Registration Rules 2003 for a notice to be entered in the register (under section 34(3)(a) of the Land Registration Act 2002) to protect the option granted under clause 7.9A and including a copy of this Agreement as evidence of that option.
- b) shall take any further steps required to ensure that the notice referred to in clause 7.9B(a) is entered on the proprietorship register,
- c) shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 7.9B(a) as soon as practicable after it receives notification from the Land Registry,
- d) in the event that it has not registered the notice referred to in clause 7.9B(a), hereby consents to the entering of the notice referred to in 7.9B(a) in the register by the Secretary of State (by application in Form UN1 under s. 34(3)(b) of the Land Registration Act 2002),
- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a notice entered in accordance with clause 7.9B(a) or 7.9B(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Trust, and
- f) in the case of previously unregistered land, for the further protection of the option granted in Clause 7.9A the Company shall within 14 days of the signing of this Agreement make application to register a Class C (iv) land charge in the Land Charges Registry and a Caution against First Registration in the Land Registry and shall provide the Secretary of State with copies of the entries secured thereby within 7 days of completing each registration, respectively. If the Secretary of State is of the view that the Company has failed to perform the registration obligations in this sub-clause he shall be at liberty to make his own applications to secure these registrations.

16. Clause 7.10 shall be deleted and replaced by:

7.10 In consideration that it has acquired a legal interest in the Additional Permanent Site, such acquisition being financed by the Secretary of State, the Company:

- a) shall enter into the Legal Charge within 14 days of the date of this

Agreement;

- b) shall, within 21 days from the entry into of the Legal Charge, register the Legal Charge with Companies House or if required by the Secretary of State shall use all reasonable endeavours to assist the Secretary of State to register the Legal Charge at Companies House, including signing and executing any documents, deeds and/or forms as required;
 - c) shall, within 28 days from the date of the Legal Charge, apply to the Land Registry for the Legal Charge to be entered on the charges register, using forms AP1 (Rule 13 LRR 2003) and CH1 (Rule 103 LRR 2003) or such form as may be required by the Secretary of State;
 - d) shall take any further steps required to ensure that the Legal Charge is entered on the charges register;
 - e) shall provide the Secretary of State with confirmation of the registration of the Legal Charge as soon as reasonably practicable after it receives notification from the Land Registry; and
 - f) in the event that it has not registered the legal Charge, hereby consents to the registration of the Legal Charge by the Secretary of State. To enable the Secretary of State to do so, the Company shall use all reasonable endeavours to assist the Secretary of State to register the Legal Charge, including signing and executing any documents, deeds and/or forms as required, specifically but not limited to providing the Secretary of State with the executed Legal Charge and completed AP1/CH1 forms, and dealing with any requisitions raised by the Land Registry.
17. Clause 7.12 shall be deleted and replaced by:

7.12 The Company agrees that if:

- a) the Academy does not reach its planned capacity over a period of six Academy Funding Years; or
 - b) notice of termination is served by either the Company or the Secretary of State in accordance with clause 6.1 of this Agreement; or
 - c) in the reasonable opinion of the Secretary of State the operation of the Academy at planned capacity does not require the use of the full extent of the School Premises;
- (i) it will share occupation of the School Premises with such other Academy as the Secretary of State deems appropriate in the

circumstances and enter into such legal arrangements in respect of the same as are required by the Secretary of State; or

(ii) it will dispose of the Additional Permanent Site or part thereof as required by the Secretary of State and account for any proceeds of such disposal to the Secretary of State or his nominee. Upon such disposal and accounting of the proceeds of the disposal, the Secretary of State will discharge / consent to discharge the existing Legal Charge, subject to the Academy Trust entering into a new Legal Charge with the Secretary of State in respect of the part of the Land that has not been disposed of.

18. Clauses 7.13 to 7.17 shall be deleted and replaced by:

7.13 On the termination of this Agreement, the Secretary of State shall give notice of his intention to exercise the rights conferred upon the Secretary of State pursuant to clause 6.5, 6.6 and 7.9A and the Legal Charge in respect of the Additional Permanent Site:

a) any such notice shall be in writing and shall confirm which clause of this Agreement the Secretary of State intends to exercise without prejudice to the Secretary of State's right to exercise all and any other rights available to him;

b) in the event that upon termination of this Agreement for whatever reason, the Secretary of State exercises his option granted and the legal interest in the Additional Permanent Site is transferred to the Secretary of State or his nominee for nil consideration by the Company pursuant to clause 7.9A, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full, the obligation on the Company to pay a proportion of the proceeds of sale of the Additional Permanent Site to the Secretary of State under clause 6.5(b) shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process;

c) in the event that upon termination of this Agreement for whatever reason the Secretary of State enforces the Legal Charge, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full following the realisation of the Debt by any receiver, the obligation on the Company to pay a proportion of the proceeds of sale of the Additional Permanent Site to the Secretary of State under clause 6.5(b) shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process;

d) in the event that upon termination of this Agreement for whatever reason, the Secretary of State exercises his rights under clause 6.5, the Company's obligations to pay the Debt shall be deemed

to have been satisfied in full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process; and

e) in the event that upon termination of this Agreement for whatever reason, the Secretary of State agrees that pursuant to clause 6.6 the Company may invest the proceeds of the sale of the Additional Permanent Site for its charitable objects or directs the Company to pay all or part of the proceeds of sale of the Additional Permanent Site to the LA, the Company's obligations to repay the Debt shall be deemed to have been satisfied in full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process.

7.14 On the Company applying to the Secretary of State for consent to the disposal of all or part of the Additional Permanent Site during the lifetime of this Agreement, the Secretary of State shall, should he agree that the Additional Permanent Site is no longer required or cannot be used for the purposes of the Academy, subject to clause 90 of the Master Agreement,

a) consent to the disposal subject to any one or a combination of the following conditions:-

- i) that (notwithstanding the provisions of clause 92 of the Master Agreement) the Company pays the Debt in full or, in the event of a proposed disposal of part, repays to the Secretary of State the Market Value;
- ii) that pursuant to clause 92 of the Master Agreement, the Company may retain some or all proceeds of the disposal for its charitable purposes, subject to the Company accounting to the Secretary of State for any remaining proceeds of sale that the Secretary of State does not agree that the Company may retain for such charitable purposes; or
- iii) that pursuant to clause 93 of the Master Agreement, the Company pays all or some of the proceeds of sale to the LA and / or may reinvest all or some of the proceeds of sale for its charitable purposes,

and any such notice of consent and conditions shall be in writing;

or

b) exercise the option granted to him pursuant to clause 7.9A to transfer the relevant part of the Additional Permanent Site to him or his nominee for nil consideration.

7.15 In the event that the Secretary of State consents to the disposal of the Additional Permanent Site during the lifetime of this Agreement, subject to any of the conditions set out in clause 8.14(a):

a) if the Secretary of State enforces the Legal Charge, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full following the realisation of the Debt by any receiver, the obligations on the Company to pay a proportion of the proceeds of sale of the Additional Permanent Site to the Secretary of State under clause 92 of the Master Agreement shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process,

b) if the Secretary of State agrees that the Company may retain some or all proceeds of the disposal for its charitable purposes, subject to the Company accounting to the Secretary of State for any remaining proceeds of sale that the Secretary of State does not agree that the Company may retain for such charitable purposes, the Company's obligations to pay the Debt shall be deemed to have been satisfied in full, the obligations on the Company to pay a proportion of the proceeds of sale of the Additional Permanent Site to the Secretary of State under clause 92 of the Master Agreement shall be deemed to have been complied with and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process, provided that in the event of a disposal of part of the Additional Permanent Site, the Company's obligation to pay the Debt shall be deemed to have been satisfied to the extent of the Market Value, the Company's obligation under clause 92 of the Master Agreement shall be deemed to have been satisfied in relation to the relevant part of the Additional Permanent Site, the Legal Charge shall be released and the restriction and the notice shall be removed in relation to such part and the Legal Charge, the restriction and the notice shall remain in place in relation to the balance of the Additional Permanent Site, and

c) if the Secretary of State directs the Company to pay all or part of the proceeds of sale of the Additional Permanent Site to the LA pursuant to clause 93 of the Master Agreement or agrees that the Company may reinvest the proceeds of the sale for its charitable purposes, the Secretary of State shall take all steps reasonably required to carry out the Discharge Process, provided that in the event of a disposal of part of the Additional Permanent Site the restriction and notice shall remain in place in relation to the balance of the Additional Permanent Site.

7.16 In the event that the Secretary of State exercises his option during the lifetime of this Agreement under clause 7.14(b) and the legal interest in the Alternative Permanent Site is transferred to the Secretary of State or his nominee for nil consideration by the Company

pursuant to clause 7.9A, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full, the obligations on the Company to pay a proportion of the proceeds of sale of the Alternative Permanent Site to the Secretary of State under clause 92 of the Master Agreement shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process, provided that in the event of the exercise of the option in relation to part of the Alternative Permanent Site, the Company's obligation to pay the Debt shall be deemed to have been satisfied to the extent of the Market Value, the Company's obligation under clause 92 of the Master Agreement shall be deemed to have been satisfied in relation to the relevant part of the Alternative Permanent Site and the Legal Charge shall be released and the restriction and notice shall be removed in relation to such part and the Legal Charge, the restriction and the notice shall remain in place in relation to the balance of the Alternative Permanent Site.

Payment of Debt

7.17 In the event that the Company repays all the Debt, upon termination of this Agreement or at any other time, the Secretary of State shall take all steps reasonably required to carry out the Discharge Process.

19. Clauses 7.18 shall be deleted and replaced by:

7.18 If the Company is in material breach, or if it is reasonably foreseeable that the Company will be in material breach, of the provisions of Lease(s), it shall forthwith give written notice to the Secretary of State specifying the exact nature of the material breach or reasonably foreseeable material breach and such notice shall set out the steps taken or to be taken by the Company to remedy the material breach or reasonably foreseeable material breach and shall, where appropriate, include the timescales relating to any remedial action.

19. Clauses 7.21 to 7.23 shall be deleted and replaced by:

7.21 The Company shall, within 14 days of receiving any order, notice, proposal, demand or any other requirement affecting the ability of the Company to use the School Premises for the purposes of the Academy from any competent authority (including the Landlord), give full particulars by written notice to the Secretary of State and deliver to the Secretary of State copies of such documents as he may require. Such notice shall state what steps, if any actions are required, the Company intends to take in response to the order, notice, proposal, demand or other requirement affecting the School Premises.

7.22 The Company will at its own cost provide all information reasonably required by the Secretary of State in respect of order, notice, proposal, demand or any other requirement affecting the School Premises as referred to in clause 7.21.

7.23 Following the receipt by the Secretary of State of the written notice under clause 7.21, the Company shall permit the Secretary of State to take all steps in conjunction with or instead of the Company as may be necessary to comply with any order, notice, proposal, demand or other requirement affecting the School Premises referred to in the said notice. The Company shall, in such circumstances, use all reasonable endeavours to assist the Secretary of State to take the appropriate required steps.

Part C - Deed of Variation dated 7 October 2019

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Anthem Schools Trust a charitable company incorporated in England and Wales with registered number 7468210 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 31 July 2012 and subsequently amended on 19 December 2014 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Oakbank school.
- B The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 07 day
of October 2019

The Corporate Seal of the Secretary of State for Education hereunto affixed is
authenticated by:



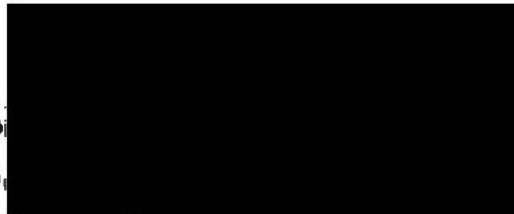
Duly Authorised by the Secretary of State for Education



Anthem Schools Trust

acting by two directors or a
director and a secretary

Di
Pr



Schedule 1

Amendments to the Funding Agreement

1. For the purposes of this Deed of Variation new clauses will be deemed to have been added in regards to the calculation of GAG.
 - 4.4.1 Subject to clause 4.4.3, the basis of the pupil number count for the purposes of determining GAG for the Academy Financial Years 2018/19 only will be the Academy Trust's most recent estimate provided in accordance with clause 4.4.2.
 - 4.4.2 The Secretary of State will initially base the Academy GAG calculation for the year in question on the previous year's October census figures, but will in the February pay-run make an adjustment to the calculation of GAG, using the October census figure for the current Academy Financial Year.
 - 4.4.3 After the 2018/19 Academic Financial Year (unless otherwise determined by the Secretary of State) the basis of the pupil count for the purpose of determining GAG will no longer be the estimate provided in accordance with clause 4.4.2, but in that and all following Academy Financial Years will revert to lagged census funding.

Schedule 2
Amended Supplemental Funding Agreement



Department
for Education

Mainstream academy and free school: supplemental funding agreement

December 2020 v7

Oakbank School

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SUMMARY SHEET**Information about the Academy:**

Name of Academy Trust	Greenshaw Learning Trust
Company number	07633694
Date of Master Funding Agreement	25 August 2017 as amended by a deed of variation dated 21 May 2019
Name of Academy	Oakbank School
Opening date	1 September 2012 and transferred to the operation of the Academy Trust on 1 September 2025
Type of academy (indicate whether academy or free school)	Free School
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	N/A
Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	560
Age range (including nursery provision where the nursery is part of the school)	11 to 16
Number of sixth form places	N/A
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements (Version 1-8 or other)	Version 6 and Version 7

<p>Academy address and title number of Land (and Temporary Site)</p>	<p>“Additional Permanent Land” means the land at School House, Oakbank School, Hyde End Lane, Ryeish Green, Reading, RG7 1EP being the land registered with title number BK451511 and demised by the Additional Permanent Lease.</p> <p>“Permanent Land” means the land at Oakbank School, Hyde End Lane, Ryeish Green, Reading, RG7 1ER, being the land registered with title number BK451515 and demised by the Permanent Lease.</p>
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Please confirm which clause variations have been applied or marked as ‘Not used’

Clause No.	Descriptor	Applied	Not used
1.I	Only applies to free schools and new provision academies	X	
2.A.1	Clause applies where an academy was previously a VC or foundation school designated with a religious character		X
2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision		X
2.E	Only applies where there was a predecessor independent school		X
2.E.1	Only applies to free Schools with nursery provision		X
2.G	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies		X

Clause No.	Descriptor	Applied	Not used
2.M	Clause applies only to academies and free schools designated with a religious character		X
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		X
2.O	Clause applies only to academies that were formerly partially selective grammar schools		X
2. P.1	Clause only applies to free schools or academy converter schools where there was a predecessor maintained school		X
2.T	Clause applies to free schools and new provision academies designated with a religious character		X
2.W	Clause only applies where the Academy is designated with a religious character but was not previously a VC school or foundation school designated with a religious character (in which case use clause 2.Y instead). Also use 2.W where an academy was previously a VC school but has gone through a significant change process to adopt VA characteristics in parallel with converting to an academy		X
2.X	Clause only applies where the Academy has not been designated with a religious character	X	
2.Y	Clause only applies where an academy was previously a VC school or foundation school designated with a religious character and should be used instead of clause 2.W. Where an academy was previously a VC school but has gone through a significant change process to adopt VA characteristics in parallel with converting to an academy, use clause 2.W instead.		X
2.Yc)	Sub-clause applies if the Academy is designated with a denominational religious character – CE etc. rather than ‘Christian’		X

Clause No.	Descriptor	Applied	Not used
3.A – 3.F	Option 1 applies to converter and sponsored academies: if used delete option 2		X
3.A – 3.F	Option 2 applies to free schools and new provision academies: if used delete option 1	X	
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)	X	
3.I.1	Only applies to Free schools with nursery provision		X
3.J	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		X
3.K	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies		X
5.G.1	Clause applies only to a boarding academy/free school.		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
6.H	Clause only applies to schools which are designated with a Church of England or Roman Catholic character		X

Please identify any other variations from the model that apply to this Academy (e.g. clauses relating to PFI, or any required because the multi academy trust includes academies designated with different religious characters, or a mixture of those designated with a religious character, and those which are not):

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 Greenshaw Learning Trust is supplemental to the master funding agreement made between the same parties and dated 25 August 2017 as amended by a deed of variation dated 21 May 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 Oakbank School.

“**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.

“**Guidance**” means guidance issued by or on behalf of the Secretary of State, as amended from time to time.

“**SEN**” means special educational needs and has the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

“**Start-Up Period**” means up to the first 5 Academy Financial Years of being open.

“**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 Free School 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 opened on 1 September 2012 and the operation of the Academy transferred to the Academy Trust on 1 September 2025.
- 1.I The Academy Trust must ensure that so far as is reasonably practicable and consistent with 2.X of this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.A.2 and Annex A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

- 2.A.1 Not used.

2.A.2 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.

Pupils

2.B The planned capacity of the Academy is 560 and the age range is 11 to 16. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

SEN Unit or Resourced Provision

2.C Not used.

2.D Not used.

Charging

2.E Not used.

2.E.1 Not used.

Admissions

2.F Subject to clauses 2.L and 2.M the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in

accordance with, the School Admissions Code and School Admission Appeals Code published by the Department for Education (the “Codes”) and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to “admission authorities” will be deemed to be references to the Academy Trust.

2.G Not used.

2.H The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated. If the Academy is a free school, the Academy Trust is not required to participate in coordination for its first intake of pupils.

2.I Not used.

2.J Not used.

2.K Not used.

2.L The Secretary of State may:

- a) direct the Academy Trust to admit a named pupil to the Academy:
 - i. following an application from a LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or
 - ii. where in relation to a specific child or children the Academy Trust has failed to act in accordance with the Codes or this Agreement or has otherwise acted unlawfully; or
- b) direct the Academy Trust to amend its admission arrangements where they do not comply with the Codes or this Agreement, or are otherwise unlawful.

2.M Not used.

2.N Not used.

2.O Not used.

2.P The Academy Trust must make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure that parents and ‘relevant children’ (as described in the Codes) are informed of their right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the Independent Appeal Panel is binding on all parties.

2.P.1 Not used.

2.Q Subject to clause 2.R, the meaning of “**relevant area**” for the purposes of consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

2.R If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August before the academic year in question for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in whose area the Academy is situated in reaching a decision.

2.S The Office of the Schools Adjudicator (“**OSA**”) will consider objections to the Academy’s admission arrangements (except objections against any agreed derogations from the provisions of the Codes specified in this Agreement, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy’s admission arrangements, that objections should be submitted to the OSA. The OSA’s determination of an

objection is binding on the Academy and the Academy Trust must make appropriate changes to its admission arrangements to give effect to the Adjudicator's decision within two months of the decision (or by 28 February following the decision, whichever is sooner), unless an alternative timescale is specified by the Adjudicator.

2.T Not used.

Curriculum

2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.

2.V The Academy Trust must comply with section 71(1)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to "religious education" and "religious worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.X.

2.W Not used.

2.X Subject to clause 2.V, **where the Academy has not been designated with a religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):

- a) 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;
- b) the Academy must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community school or foundation school without a religious character, except that paragraph 4 of that Schedule does not apply. The Academy may apply to the Secretary of State for consent to be relieved

of the requirement imposed by paragraph 3(2) of that Schedule.

- 2.Y Not used.
- 2.Z 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.AA 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 Subject to clause 3.C, the basis of the pupil number count for the purposes of determining GAG for an Academy Financial Year will be the Academy Trust's most recent estimate provided in accordance with clause 3.B.
- 3.B The Secretary of State will, in advance of each Academy Financial Year for the Academy, request that the Academy Trust provides an estimate of the number of pupils on roll in the following September for the purposes of determining GAG for an Academy Financial Year. The Academy Trust must provide the requested estimate to the Secretary of State as soon as reasonably practicable.
- 3.C In the Academy Financial Year which immediately follows the Academy Financial Year in which all planned year groups will be present at the Academy (that is, all the pupil cohorts relevant to the age range of the Academy will have some pupils present), the basis of the pupil number count for the purpose of determining GAG will no longer be the estimate provided in accordance with clause 3.B, but in that and all following Academy Financial Years will be determined in accordance with clause 3.F.

- 3.D For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clauses 3.A and 3.B, an adjustment may be made to the following Academy Financial Year’s formula funding element of GAG for the Academy to recognise any variation from that estimate. The Secretary of State may for this purpose use the Census for the relevant month (determined at the Secretary of State’s discretion) for the Academy Financial Year in question as a means of determining pupil numbers. The additional or clawed-back grant will be only the amount relevant to the number of pupils above or below that estimate.
- 3.E Not used
- 3.F For Academy Financial Years which immediately follow the Academy Financial Year in which all planned year groups will be present at the Academy, the basis of the pupil count for determining GAG will be:
- a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
 - b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.
- 3.G The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.B. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year’s GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.
- 3.H The Secretary of State may pay post opening grant to the Academy Trust during the Start-Up Period, in order to allow the Academy to:

- a) purchase a basic stock of teaching and learning materials (including library books, textbooks, software, stationery, science equipment and equipment for physical education) and other consumable materials; and
- b) meet the costs associated with the recruitment and induction of additional staff.

After the Start-Up Period these costs will be met through the ordinary GAG. The post opening grant allocation for the whole of the Start-Up Period shall be specified prior to the Academy's opening.

3.I The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and therefore payments based on 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 Not used.

3.K Not used.

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. ADDITIONAL PERMANENT LAND

“Additional Permanent Land” means the land at School House, Oakbank School, Hyde End Lane, Ryeish Green, Reading, RG7 1EP being the land registered with title number BK451511 and demised by the Additional Permanent Lease.

“Additional Permanent Lease” means the lease, any subsequent variations to the lease or other occupational agreement between the Academy Trust and a third party (the **“AP Landlord”**) under which the Academy Trust derives or will derive title to the Additional Permanent Land.

“APL Property Notice ” means any order, notice, proposal, demand or other requirement issued by any competent authority (including the AP Landlord) which materially affects the Academy Trust’s ability to use the Additional Permanent Land for the purposes of the Academy or any correspondence that affects the extent of the Additional Permanent Land.

“Debt” means an amount equal to 100% of the Land Value;

“Discharge Process” means the removal of:

- a) the Legal Charge registered with Companies House against the Academy Trust;
- b) the Legal Charge from the charges register at the Land Registry against the title for the Additional Permanent Land;
- c) the restriction in the proprietorship register referred to in clause 4.C(a);
and
- d) the notice in the proprietorship register referred to in clause 4.M(a).

“Land Value” means, at any time:

- a) where the Additional Permanent Land has been disposed of as a result of the enforcement of the Legal Charge by the Secretary of State, the proceeds of that disposal after payment of the seller’s necessary and reasonable costs in connection with the disposal; or

- b) in any other case, the Market Value.

“Legal Charge” means the legal charge over the Additional Permanent Land to be entered into by the Academy Trust in favour of the Secretary of State, in a form and substance satisfactory to the Secretary of State.

“Market Value” means the market value (as defined in the current edition of the RICS Valuation Standards) of the relevant part of the Additional Permanent Land as determined by a professionally qualified independent valuer.

Debt

4.A The Academy Trust must pay the Debt to the Secretary of State on termination of this Agreement or in accordance with clauses 4.O(b) or 4.V(b)(i) or on a sale of all or part of the Additional Permanent Land with or without the Secretary of State’s consent.

4.B The Debt is secured by the Legal Charge.

Restrictions on Additional Permanent Land transfer

4.C The Academy Trust must:

- a) apply to the Land Registry using form RX1 for the following restrictions (each a **“APL Restriction”**) to be entered in the proprietorship register for the Additional Permanent Land by the following deadlines:

- i. within 28 days after acquiring the Additional Permanent 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”; and

- ii. within 28 days after entering into the Legal Charge:

“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 proprietor for the time being of the charge dated [date of charge] in favour of The Secretary of State for Education referred to in the charges register or by its conveyancer”;

- b) take any further steps required to ensure that each APL Restriction is entered on the proprietorship register of the Academy Trust’s title;
- c) promptly confirm to the Secretary of State when each APL Restriction has been registered;
- d) if it has not registered each APL Restriction, allow 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 a APL 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.D The Academy Trust must keep the Additional Permanent Land clean and tidy and make good any damage or deterioration to the Additional Permanent Land. The Academy Trust must not do anything to lessen the value or marketability of the Additional Permanent Land without the Secretary of State’s consent. The Academy Trust must comply with the Additional Permanent Lease and promptly enforce its rights against the AP Landlord.

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

- a) terminate, renew, vary, surrender, dispose of or agree any revised rent under the Additional Permanent Lease; or
- 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 Additional Permanent Land provided that the Academy Trust may grant a licence or share occupation of part of the Additional Permanent 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 Additional Permanent Lease and where no relationship of landlord and tenant arises as a result of such occupation.

- 4.F The Academy Trust must obtain the Secretary of State's consent before taking any action, including the service of any notice or waiver of any condition, under any contract relating to the acquisition of the Additional Permanent Land.
- 4.G If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Additional Permanent 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.H After notifying the Secretary of State under clause 4.G, 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.
- 4.I Not used.
- 4.J If any part of the property situated on the Additional Permanent Land is damaged or destroyed by an insured risk and the Academy Trust receives the proceeds of insurance but it cannot apply those proceeds to rebuild or

reinstate the property because it is impossible or impractical to do so, then the Academy Trust shall pay the insurance proceeds to the Secretary of State in full.

Property notices

- 4.K If the Academy Trust receives an APL 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.

Option

4.L The Academy Trust grants and the Secretary of State accepts an option (the “**APL Option**”) to acquire the Additional Permanent Land at nil consideration. The Secretary of State may exercise the APL Option in writing:

- a) if this Agreement is terminated for any reason;
- b) at any time on or after the issue of a Termination Notice; or
- c) if any of the conditions (a) to (c) in clause 4.P applies; or
- d) if the Academy Trust cannot use all or part of the Additional Permanent Land as the permanent site of the Academy under clause 4.O.

4.L.1 If the APL 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.

4.L.2 The Additional Permanent Land is held by Greenshaw Learning Trust, an exempt charity.

Option notice

4.M The Academy Trust:

- a) must, within 14 days after acquiring the Additional Permanent Land 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 APL Option (the "**APL Option Notice**") to be entered in the register, taking any further steps required to have the APL Option Notice registered and promptly confirming to the Secretary of State when this has been done;
- b) if it has not registered the APL 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 APL 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 Additional Permanent Land 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 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.

Legal Charge

4.N The Academy Trust must

- a) enter into the Legal Charge on completion of the acquisition of the Additional Permanent Land;
- b) within 21 days from the date of the Legal Charge, register it with Companies House or, if required by the Secretary of State, use all reasonable endeavours to assist the Secretary of State in doing so, including signing and executing any necessary documents;
- c) within 28 days from the date of the Legal Charge, apply to the Land Registry for the Legal Charge to be entered on the charges register, taking any other steps required to have the Legal Charge registered and promptly confirming to the Secretary of State when this has been done; and
- d) if it has not registered the Legal Charge, allow the Secretary of State to register it, and use all reasonable endeavours to help register the Legal Charge, including signing and executing any necessary documents and dealing with requisitions from the Land Registry.

Additional Permanent Land not used for the purposes of the Academy

4.O If the Academy Trust cannot use all or part of the Additional Permanent Land 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:

- a) he intends to exercise the APL Option to transfer the Additional Permanent Land for nil consideration to himself or his nominee;
- b) the Academy Trust must pay the Debt or the Market Value; and/or
- c) the Academy Trust must sell the Additional Permanent Land keeping some or all of the sale proceeds to fulfil its charitable purposes by funding the purchase of an alternative permanent site for the Academy, and accounting to the Secretary of State for any proceeds not so used.

Sharing the Additional Permanent Land

4.P If:

- a) not used;
- b) the Academy Trust or the Secretary of State serves notice to terminate this Agreement under clause 5.A; or
- c) the Secretary of State considers that not all the Additional Permanent Land is needed for the operation of the Academy at planned capacity,

then:

- i. the Academy Trust must share occupation of the Additional Permanent Land with such other academy trust as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose provided that 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; or
- ii. the Academy Trust must sell the Additional Permanent Land as required by the Secretary of State and account for the sale proceeds to the Secretary of State in payment of the Debt, after which the Secretary of State will carry out the Discharge Process over the Additional Permanent Land.

Exercise of Rights

4.Q On termination of this Agreement, the Secretary of State may give notice that he intends to exercise his rights under clauses 4.L, 5.DD or 5.EE or under the Legal Charge. Any such notice must state which clause of this Agreement the Secretary of State intends to exercise, and is without prejudice to his right to exercise any other rights available to him.

4.R If the Secretary of State exercises the APL Option on termination of this Agreement, then:

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
- b) the Academy Trust will be deemed to have paid to the Secretary of State a proportion of the proceeds from the sale of the Additional Permanent Land under clause 5.DD b); and
- c) the Secretary of State will carry out the Discharge Process;

4.S If the Secretary of State enforces the Legal Charge on the termination of this Agreement, then:

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State after the Debt has been realised by a receiver;
- b) the Academy Trust will be deemed to have paid to the Secretary of State a proportion of the proceeds from the sale of the Additional Permanent Land as required under clause 4.29 of the Master Agreement; and
- c) the Secretary of State will carry out the Discharge Process.

4.T If, on termination of this Agreement, the Secretary of State exercises his rights under clause 5.DD, then:

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State; and
- b) the Secretary of State will carry out the Discharge Process.

4.U If, on termination of this Agreement, the Secretary of State agrees under clause 5.EE that the Academy Trust may invest the proceeds from the sale of the Additional Permanent Land for its charitable objects, or directs the Academy Trust to pay all or part of the sale proceeds to the relevant LA, then:

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State; and
- b) the Secretary of State will carry out the Discharge Process.

4.V If the Academy Trust applies to the Secretary of State for consent to sell all or part of the Additional Permanent Land, and if the Secretary of State agrees that the Additional Permanent Land is no longer needed or cannot be used for the purposes of the Academy, he may:

- a) exercise the APL Option; or
- b) consent to the sale subject to one or more of the following conditions:
 - i. that (notwithstanding clause 4.29 of the Master Agreement) the Academy Trust pays the Debt (or, if it proposes to sell only part of the Additional Permanent Land, pays the Market Value of the part sold) to the Secretary of State;
 - ii. that pursuant to clause 4.29 of the Master Agreement, the Academy Trust keeps some or all of the sale proceeds for its charitable purposes, accounting to the Secretary of State for the remainder; or
 - iii. that pursuant to clause 4.30 of the Master Agreement, the Academy Trust pays all or some of the sale proceeds to the relevant LA and may reinvest all or some of the sale proceeds for its charitable purposes.

4.W If the Secretary of State consents to the sale of the Additional Permanent Land, subject to any of the conditions in clause 4.V(b):

- a) if the Secretary of State enforces the Legal Charge, then:
 - i. the Academy Trust will be deemed to have paid the Debt to the Secretary of State after the Debt has been realised by a receiver;
 - ii. the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State as required under clause 4.29 of the Master Agreement; and
 - iii. the Secretary of State will carry out the Discharge Process;

- b) if all of the Additional Permanent Land is sold and the Secretary of State agrees that the Academy Trust may keep some or all of the sale proceeds for its charitable purposes, accounting to the Secretary of State for the remainder, then:
 - i. the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
 - ii. the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State as required under clause 4.29 of the Master Agreement; and
 - iii. the Secretary of State will carry out the Discharge Process;
- c) if part of the Additional Permanent Land is sold, and the Secretary of State agrees that the Academy Trust may keep some or all of the sale proceeds for its charitable purposes, accounting to the Secretary of State for the remainder, then:
 - i. the Academy Trust will be deemed to have paid the Debt to the Secretary of State to the extent of the Market Value;
 - ii. the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State, as required under clause 4.29 of the Master Agreement, in relation to the relevant part of the Additional Permanent Land; and
 - iii. the Secretary of State will carry out the Discharge Process in relation to the part of the Additional Permanent Land which has been sold;
- d) if the Secretary of State directs the Academy Trust to pay some or all of the proceeds from the sale of the Additional Permanent Land to the relevant LA under clause 4.30 of the Master Agreement, or agrees that the Academy Trust may reinvest the sale proceeds for its charitable purposes, the Secretary of State will carry out the Discharge Process in relation to the part of the Additional Permanent Land which has been sold.

- 4.X If the Secretary of State exercises the Option over all of the Additional Permanent Land and the Academy Trust transfers all of the Additional Permanent Land to the Secretary of State for nil consideration, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
 - b) the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State as required under clause 4.29 of the Master Agreement; and
 - c) the Secretary of State will carry out the Discharge Process.

4.Y Not used.

Payment of Debt

4.Z If the Academy Trust pays the Debt to the Secretary of State, the Secretary of State will carry out the Discharge Process.

4.AA If the Academy Trust:

- a) sells some or all of the Additional Permanent Land in accordance with clause 4.V, or
- b) pays the Debt to the Secretary of State,

it will negotiate in good faith with the Secretary of State to agree a deed of variation for this Agreement.

4A PERMANENT LAND

“Permanent Land” means the land at Oakbank School, Hyde End Lane, Ryeish Green, Reading, RG7 1ER, being the land registered with title number BK451515 and demised by the Permanent Lease.

“Permanent Lease” means the lease, any subsequent variations to the lease or other occupational agreement between the Academy Trust and a third party (the **“Permanent Landlord”**) under which the Academy Trust derives or will derive title to the Permanent Land.

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

Restrictions on Permanent Land transfer

4A.A The Academy Trust must:

- a) within 28 days of the signing of this Agreement in circumstances where the Permanent Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Permanent 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 Permanent 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 required to ensure that the Restriction is entered on the proprietorship register of the Academy Trust’s title;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, allow 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

4A.B The Academy Trust must keep the Permanent Land clean and tidy and make good any damage or deterioration to the Permanent Land. The Academy Trust must not do anything to lessen the value or marketability of the Permanent Land without the Secretary of State's consent. The Academy Trust must comply with the Permanent Lease and promptly enforce its rights against the Permanent Landlord.

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

- a) terminate, renew, vary, surrender, dispose of or agree any revised rent under the Permanent Lease; or
- 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 Permanent Land provided that the Academy Trust may grant a licence or share occupation of part of the Permanent 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 Permanent Lease and where no relationship of landlord and tenant arises as a result of such occupation.

4A.D The Academy Trust must obtain the Secretary of State's consent before taking any action, including the service of any notice or waiver of any condition, under any contract relating to the acquisition of the Permanent Land.

4A.E If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Permanent 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.

4A.F After notifying the Secretary of State under clause 4A.E, 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.

4A.G Not used.

4A.H If any part of the property situated on the Permanent Land is damaged or destroyed by an insured risk and the Academy Trust receives the proceeds of insurance but it cannot apply those proceeds to rebuild or reinstate the property because it is impossible or impractical to do so, then the Academy Trust shall pay the insurance proceeds to the Secretary of State in full.

Property notices

4A.I 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.

Option

4A.J The Academy Trust grants and the Secretary of State accepts an option (the “**Option**”) to acquire the Permanent Land at nil consideration. The Secretary of State may exercise the Option in writing:

- a) if this Agreement is terminated for any reason;
- b) at any time on or after the issue of a Termination Notice; or
- c) if any of the conditions (a) to (c) in clause 4A.M applies; or
- d) if the Academy Trust cannot use all or part of the Permanent Land as the permanent site of the Academy under clause 4A.L.

4A.J.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.

4A.J.2 The Permanent Land is held by Greenshaw Learning Trust, an exempt charity.

Option notice

4A.K The Academy Trust:

- a) must, within 14 days after acquiring the Permanent Land 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 Permanent Land 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 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.

Permanent Land not used for the purposes of the Academy

4A.I If the Academy Trust cannot use all or part of the Permanent Land 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 Permanent Land for nil consideration to himself or his nominee.

Sharing the Permanent Land

4A.M If:

- a) not used; or
- b) the Academy Trust or the Secretary of State serves notice to terminate this Agreement under clause 5.A; or
- c) the Secretary of State considers that not all the Permanent Land is needed for the operation of the Academy at planned capacity,

the Academy Trust must share occupation of the Permanent Land with such other Academy as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this

purpose provided that 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.

Exercise of Rights

4A.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 4A.J or 4A.K. 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; or
 - 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 Not used.

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 If at any time after the Academy has opened, the Secretary of State considers that the Academy is not financially viable because of low pupil numbers, then he may:

- a) serve a Termination Warning Notice; or
- b) serve a Termination Notice.

5.M If both parties agree that the Academy is not financially viable because of low pupil numbers, they may jointly terminate this Agreement after agreeing the precise terms of termination.

5.N Not used.

5.O Not used.

Funding and admission during notice period

5.P 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.Q 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.R 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.S 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.T Any notice given by the Academy Trust under clause 5.S 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.S 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.U 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.V 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.W 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.X 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.Y 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.Z 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.AA Subject to clauses 5.BB and 5.CC, 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.BB 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.CC 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.AA, 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.DD 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.DD(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.EE The Secretary of State may:

- a) waive all or part of the repayment due under sub-clause 5.DD(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.

6.H Not used.

Information Sharing with Local Authorities – Statutory Responsibilities

6.I 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).

ANNEXES

Annex A

ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS

“**EHC Plan**” means an education, health and care plan made under section 37 of the Children and Families Act 2014.

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 as to whether the LA acted unreasonably will be final, subject to any right of appeal which a pupil (who is over compulsory school age) or parent of the pupil may have to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.



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