

THIS AGREEMENT made 19 August 2011.

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 19 August 2011 (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 the All Saints Junior School to be established initially in the Downshire Room, All Saints Church Hall, Downshire Square, Reading, Berkshire, RG1 6NH and thereafter at the site currently known as August House, 6 Brownlow Road, Reading, RG1 6NP;

“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;

“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 Supplemental Funding

Agreement, occurs or the Secretary of State considers it necessary to appoint such Trustees to enable the Company to secure a permanent site if the Company has been unable to do so;

“Insured Risks” means fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes earthquake damage by aircraft and other aerial devices or articles dropped there from 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 land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at August House, 6 Brownlow Road, Reading RG1 6NP and registered as part of Title number BK431599 making up the permanent site of the Academy;

“the Lease” means the leasehold agreement between the Company and the Diocesan Trustees (Oxford) Limited in respect of the Temporary Site;

“the Temporary Site” means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) upon which the Academy is to be situated at the date of opening at the Downshire Room and ancillary space, All Saints Church Hall, Downshire Square, Reading, Berkshire, RG1 6NH;

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

“Start-up period” means up to a maximum of four Academy Funding Years and covers the period both 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 The curriculum provided by the Academy to pupils shall be broad and balanced.

2.3 In relation to the 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.

2.4 The requirements for the admission of pupils to the Academy are set out at Annex 1.

ACADEMY OPENING DATE

2.5 The Academy shall open as a school on 1 September 2011.

2.6 The planned capacity of the Academy is 120 in the age range 7-11.

CRIMINAL RECORDS BUREAU CHECKS

- 2.7 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

- 2.8 Subject to clause 2.9, 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.
- 2.9 Clause 2.8 does not apply to anyone who (a) is appointed as the SENCO by the Academy Trust 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.

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.

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 4.10 below.

4.2 Subject to clauses 4.8-4.9, GAG for each Academy Funding Year for the Academy will include:

4.2.1 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;

4.2.2 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;

4.2.3 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

4.2.4 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.

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

4.4 Once the condition specified in clause 4.5 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:

4.4.1 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

- 4.4.2 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.
- 4.5 For the purpose of clause 4.4, 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).
- 4.6 For any Academy Funding Year in which GAG for the Academy has been calculated in accordance with clause 4.3, 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.
- 4.7. For any Academy Funding Year in which GAG for the Academy is calculated in accordance with clause 4.4, no adjustment will be made to the equivalence funding element in the following Academy Funding Year's equivalence funding element of GAG unless the Academy Trust 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.
- 4.8. 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.
- 4.9. 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 4.2-4.7, in order to enable the Academy to operate effectively.

- 4.10. 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.

4A OTHER RELEVANT FUNDING

4A.1 Not used.

4A.2 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.

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 2018 or any subsequent anniversary of that date.

5.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or that the conditions and requirements set out in clauses 14-35 of the Master 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 12 of the Master Agreement or is not meeting the conditions and

requirements of clauses 13-34 of the Master 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:

5.5.1. he is content with the response and/or that the measures which he specified are being implemented; or

5.5.2. 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

5.5.3 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 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 13-34 of the Master 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 5.6 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 79 of the Master 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 5.13, 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 1 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, 5.22.2 or 5.24.2, the Company must, upon the request of the Secretary of State, procure the resignation of the Trustees appointed in accordance with Article 50 of the Articles of Association.

5.19 If the Company has not obtained full planning permission (including where relevant listed building consent), in respect of the Land, by 23 December 2011, the Secretary of State may

5.19.1 give a warning notice to the Company. For the purposes of this clause "warning notice" means a notice in writing by the Secretary of State to the Company setting out the action which the Secretary of State requires the Company to take in order to obtain full planning permission (including where relevant listed building consent).

5.20 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 Temporary Site are unsuitable, including but not limited to the failure to obtain Building Regulations Approval in respect of the Temporary Site if appropriate;

he may in writing either:

- 5.20.1 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 Temporary Site 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
 - 5.20.2 terminate this Agreement forthwith or provide such notice as he deems appropriate in the circumstances to terminate this Agreement.
- 5.21 If, at any time after the signing of this Agreement but prior to the Academy relocating to the Land, the Secretary of State is of the view that:
1. the safety of pupils or staff at the Academy would, relocating to the Land, be threatened; or
 2. the buildings and other structures on the Land are unsuitable, including but not limited to the failure to obtain Building Regulations Approval in respect of the Land if appropriate;

he may in writing either:

- 5.21.1 require the Company not to use any building or other structure on the Land until such time as the relevant matter or matters listed in 1. to 2. above has or have been resolved to the Secretary of State's satisfaction; or
- 5.21.2 terminate this Agreement forthwith or provide such notice as he

deems appropriate in the circumstances to terminate this Agreement.

5.22 If the Company has not completed its purchase of the Land by 23 December 2011, the Secretary of State may:

5.22.1 by notice terminate this Agreement forthwith or may provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement; or

5.22.2 appoint such Further Trustees as he thinks fit and/or provide up to 12 months' notice in writing to terminate this Agreement.

5.23 If by 23 December 2011,, it becomes clear that the purchase of the Land will not be completed, the Secretary of State may direct the Company to enter into negotiations in respect of securing an alternative permanent site the Secretary of State considers suitable for the needs of the Academy;

5.24 If, having been directed under 5.23 to enter into negotiations, the Company has not secured an interest in that alternative permanent site to the satisfaction of the Secretary of State by 1 February 2012, the Secretary of State may:

5.24.1 by notice terminate this Agreement forthwith or may provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement; or

5.24.2 appoint such Further Trustees as he thinks fit and/or provide up to 12 months' notice in writing to terminate this Agreement.

5.25 The Company agrees that before taking any steps to terminate, vary, surrender or dispose of the Lease it shall seek and obtain the prior written consent of the Secretary of State, not to be unreasonably withheld or delayed.

5.26 The Company agrees that before taking any steps, including but not limited to the service of any notice or waiver of any condition, under any contractual arrangement entered into in respect of the acquisition of the legal interest in the Land, it shall seek and obtain the prior written consent of the Secretary of State, not to be unreasonably withheld or delayed.

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 1 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 12 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 13-34 of the Master 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 If any land or premises of the Academy were acquired by the Company from a local authority by a scheme under Paragraph 1 of Schedule 1 of the Academies Act 2010 or otherwise at less than the market value of the land at the date of acquisition, and the Secretary of State does not make a scheme as provided for in Paragraph 6 of Schedule 1 of the

Academies Act 2010, the Company may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Company and the LA from which the land was transferred before giving or withholding that consent.

6A LAND

Restrictions on Land transfer

6A.1 Recognising that it is or will be receiving land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) from or on behalf of the Secretary of State, the Company:

6A.1.1 shall, within 28 days from the transfer to it of the Land, 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) in the following terms:

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

6A.1.2 shall take any further steps required to ensure that the restriction referred to in clause 6A.1.1 is entered on the proprietorship register;

6A.1.3 shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A.1.1 as soon as practicable after it receives notification from the Land Registry;

6A.1.4 in the event that it has not registered the restriction referred to in clause 6A.1.1, hereby consents to the entering of the restriction

referred to in 6A.1.1 in the register by the Secretary of State (under section 43(1)(b) of the Land Registration Act 2002); and

6A.1.5 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 6A.1.1 or 6A.1.4 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

6A.2 The Company shall observe and comply with its obligations under the Lease and shall promptly enforce its rights against the Landlord under the Lease.

6A.3 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 the Lease, it shall forthwith give written notice to the Secretary of State specifying the exact nature of the breach or reasonably foreseeable breach and such notice shall set out the steps taken or to be taken by the Company to remedy the breach or reasonably foreseeable breach and shall, where appropriate, include the timescales relating to any remedial action.

6A.4 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 6C.

6A.5 Following the receipt by the Secretary of State of the written notice under clause 6A.3, the Company shall permit the Secretary of State to take all such 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.

Repair and Upkeep

6A.6 The Company shall keep the Land and / or the Temporary Site clean and tidy and make good any damage it causes to the Land and / or the Temporary Site and / or any deterioration to the condition of the Land and / or the Temporary Site that may arise from the date of this Agreement, save that in respect of the Temporary Site, the Company shall ensure that any actions undertaken in compliance with this clause shall be consistent with the terms of the Lease.

Insurance

6A.7 The Company shall:-

- 6A.7.1 keep the Land insured 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;
- 6A.7.2 pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
- 6A.7.3 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;
- 6A.7.4 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);

6A.7.5 not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable; and

6A.7.6 insure against liability in respect of property owners' and third party risks including occupiers liability.

Transfer of Land on Termination of Agreement

6A.8 In recognition by the Company that it is or will be obtaining a legal interest in the Land, such acquisition being financed solely 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 said Land 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, provided that the Secretary of State has not enforced his rights under the charge entered into pursuant to clause 6A.11.1. 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.

6A.9 In further recognition by the Company that it is or will be obtaining a legal interest in the Land, such acquisition being financed solely by the Secretary of State, to protect the option granted under clause 6A.8, the Company:

6A.9.1 shall, within 28 days from the transfer to it of the Land, 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 6A.8 and including a copy of this Agreement as evidence of that option;

- 6A.9.2 shall take any further steps required to ensure that the notice referred to in clause 6A.9.1 is entered on the proprietorship register;
- 6A.9.3 shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 6A.9.1 as soon as practicable after it receives notification from the Land Registry;
- 6A.9.4 in the event that it has not registered the notice referred to in clause 6A.9.1, hereby consents to the entering of the notice referred to in 6A.9.1 in the register by the Secretary of State (by application in Form UN1 under section 34(3)(b) of the Land Registration Act 2002); and
- 6A.9.5 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 6A.9.1 or 6A.9.4 above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Trust.

Charge

- 6A.10.1 Subject to clause 6A.11.7, the Capital Expenditure as defined by clause 37 (a) and (b) of the Master Agreement, shall become immediately due and payable upon termination of this Agreement or upon any sale of the Land in whole or in part, whether or not such sale has been consented to by the Secretary of State, provided that the Company's liabilities in this respect shall not exceed the estimated (or actual) proceeds of sale of the Land.
- 6A.10.2 Where there are no actual proceeds of sale because the Land is not sold, the estimated proceeds of sale of the Land shall be as agreed between the Company and the Secretary of State and in the event that the parties are unable to agree this amount, they

shall jointly appoint an independent surveyor to determine the value of the same, whose decision shall be final and binding.

6A.11 In further recognition by the Company that it is or will be obtaining a legal interest in the Land, such acquisition being financed solely by the Secretary of State, the Company:

6A.11.1 will charge to the Secretary of State by way of a legal mortgage (in the form reasonably required by the Secretary of State) its interest in the Land, upon completion of the acquisition of said interest;

6A.11.2 shall, within 21 days from the entry into the charge referred to at 6A.11.1, register the charge with Companies House or if required by the Secretary of State use all reasonable endeavours to assist the Secretary of State to register the charge at Companies House, including signing and executing any documents, deeds and / or forms as required;

6A.11.3 shall, within 28 days from the entry into the charge referred to at 6A.11.1, apply to the Land Registry for the charge referred to in 6A.11.1 to be entered on the charges register, using forms AP1 (Rule 13 LRR 2003) and / or CH1 (Rule 103 LRR 2003) or such form as may be required by the Secretary of State;

6A.11.4 shall take any further steps required to ensure that the charge referred to in clause 6A.11.1 is entered on the charges register at both Companies House and the Land Registry;

6A.11.5 shall provide the Secretary of State with confirmation of the registration of the charge referred to in clause 6A.11.3 as soon as reasonably practicable after it receives notification from the Land Registry;

6A.11.6 in the event that it has not registered the charge as referred to in clause 6A.11.3, hereby consents to the registration of the

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 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 charge and completed AP1 / CH1 forms, and dealing with any requisitions raised by the Land Registry;

6A.11.7 in the event that, upon termination of this Agreement for whatever reason, the Secretary of State exercises his option and the legal interest in the Land is transferred to the Secretary of State or his nominee for nil consideration by the Company pursuant to clause 6A.8 of this Agreement, the Company's obligation to repay the Capital Expenditure as defined by clause 37(a) and (b) of the Master Agreement pursuant to clause 6A.10.1 shall be deemed to have been satisfied in full and the Secretary of State shall take all steps reasonably required to remove the charge registered with Companies House as against the Company and to remove the charge from the charges register at the Land Registry against the title for the Land; and

6A.11.8 in the event that, upon termination of this Agreement for whatever reason, the Company does repay all monies owing to the Secretary of State under clause 6A.10.1 of this Agreement to the satisfaction of the Secretary of State, whether or not as the result of an enforcement of the charge referred to at 6A.11.1, the Secretary of State shall, in respect of the charge registered pursuant to sub-clauses 6A.11.2 and 6A.11.3, take all steps reasonably required to remove the charge registered with Companies House as against the Company and to remove the charge from the charges register at the Land Registry against the title for the Land.

7 **ANNEX**

7.1 The Annex to this Agreement forms part of and is incorporated into this Agreement.

7A **GENERAL**

7A.1 This Agreement shall not be assignable by the Company.

7A.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.

8 **THE MASTER AGREEMENT**

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

9 **ENGLISH LAW**

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

This Agreement was executed as a Deed on 19 August 2011

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

W Woodcock *B. Adderley*

Trustee

Trustee

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

Mary Pooley



Duly Authorised

ANNEX TO THIS SUPPLEMENTAL AGREEMENT
REQUIREMENTS FOR THE ADMISSION OF PUPILS TO THE
ALL SAINTS JUNIOR SCHOOL

GENERAL

1. This Annex may be amended in writing at any time by agreement between the Secretary of State and the Academy Trust.
2. The Academy Trust 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 governing body of the Academy Trust.
3. Notwithstanding the generality of paragraph 2 of this Annex, the Academy Trust will take part in any mandatory Admissions Forum set up by the local authority (“LA”) in which they are situated and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local Fair Access Protocol.
4. Notwithstanding any provision in this Annex, the Secretary of State may:
 - a. direct the Academy Trust to admit a named pupil to the All Saints Junior School on application from a LA. This will include complying with a School Attendance Order¹. Before doing so the Secretary of State will consult the Academy Trust.
 - b. direct the Academy Trust to admit a named pupil to the All Saints Junior School if the Academy Trust 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 Academy Trust to amend its admission arrangements where they fail to comply with the School Admissions Code or the Admission Appeals Code.

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 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.

5. The Academy Trust shall ensure that parents and ‘relevant children²’ will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The Independent Appeal Panel will be independent of the Academy Trust. 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 LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.
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.

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.

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 Young People's Learning Agency (YPLA) or any successor to it may consider objections on the Secretary of State's behalf. The Academy Trust should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the YPLA or any successor to it.
12. A determination of an objection by the YPLA or any successor to it on behalf of the Secretary of State, or by the Secretary of State will be binding upon the Academy.

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