

CfBT SCHOOLS TRUST

SUPPLEMENTAL FUNDING AGREEMENT

MEADOW PARK ACADEMY

THIS AGREEMENT made

31 August

2012

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 Meadow Park Academy to be established at Norcot Road, Tilehurst, Reading, Berkshire, RG30 6BS

“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;

“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 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 and known as

Meadow Park Academy, Norcot Road, Tilehurst, Reading, Berkshire, RG30 6BS that is to be transferred to the Academy and registered under the title numbers BK120656 & BK170494;

- 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 of the Master Agreement.

- 2.2 The Academy shall open as an academy school on 1 September 2012, replacing Upcroft Primary School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010

- 2.3 The planned capacity of the Academy is 420 in the age range 4 – 11.

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

The characteristics of the Academy are those set down in Section 1 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 1 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.
- 2.5 The curriculum provided by the Academy to pupils shall be broad and balanced.
- 2.6 The requirements for the admission of pupils to the Academy are set out at Annex 1.
- 2.7 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; and
 - (c) how parents (including prospective parents) can obtain further information in relation to the Academy's curriculum.
- 2.8 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.
- 2.9 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.

- 2.10 Not used
- 2.11 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.

Exclusions Agreement

- 2.12 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)).

3 CAPITAL GRANT

- 3.1 Pursuant to clauses 37 and 38 of the Master Funding 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 cost to the Company or otherwise and whether made available by and/or behalf of the Company 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 Not used.
- 4.4 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 51 – 55 of the Master Funding Agreement in order to enable the Academy to operate effectively.
- 4.5 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.

- 4.6 Any savings of GAG not allowed to be carried forward under clause 4.5 will be taken into account in the payment of subsequent grant.
- 4.7 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

- 4.8 Not used.

VAT Clawback

- 4.9 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 the amount paid to cover VAT 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.

4.10 If the Secretary of State pays 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 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 2.4 of this Agreement or that the conditions and requirements set out in clauses 13 - 34 of the Master Agreement or clauses 2.5 – 2.12 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 2.4 of this Agreement or is not meeting the conditions and requirements of clauses 13 - 34 of the Master Agreement or clauses 2.5 – 2.12 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:
- 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 2.4 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 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 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 directors 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, 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.

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 2.4 of this Agreement, or is no longer meeting the conditions and requirements set out in clauses 13 - 34 of the Master Agreement or clauses 2.5 – 2.12 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 may 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 may 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:
- (a) 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
 - (b) if the Secretary of State confirms that a transfer under clause 6.5(a) 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(b) if:
- (a) The Company obtains his permission to invest the proceeds of sale for its charitable objects; or
 - (b) The Secretary of State directs all or part of the repayment to be paid to the LA.
- 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

Restrictions on Land transfer

- 7.1 Recognising that it has or will be receiving publicly-funded land at nil consideration (which for the purposes of this Agreement shall include leases granted at a peppercorn rent) the Company:
- (a) 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) ('LRR 2003')) in the following terms:

No disposition of the registered estate by the proprietor of the registered estate 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 7.1(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 7.1(a) as soon as reasonably practicable after it receives notification from the Land Registry;

- (d) in the event that it has not registered the restriction referred to in clause 7.1(a), hereby consents to the entering of the restriction referred to in 7.1(a) in the register by the Secretary of State (under section 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 of the Company

7.2 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.

Insurance

7.3 The Company shall:-

- (a) 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;
- (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;
- (f) insure against liability in respect of property owner's and third party risks including occupier's liability.

Transfer of Land on Termination of Agreement

- 7.4 In recognition by the Company that it is or will be taking a transfer of publicly-funded land for nil consideration (which for the purposes of this Agreement shall include leases granted at a peppercorn rent). the Company hereby grants and the Secretary of State hereby accepts an option, exercisable by the Secretary of State or his nominee, to transfer the said Land pursuant to Schedule 1 to the Academies Act 2010. 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 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.
- 7.5 In further recognition by the Company that it is or will be taking a transfer of publicly funded land for nil consideration (which for the purposes of this Agreement shall include leases granted at a peppercorn rent) to protect the option granted under clause 7 4, the Company:
- (a) shall, within 14 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 7.4 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 7.5(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 7.5(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 7.5(a), hereby consents to the entering of the notice referred to in

7.5(a) in the register by the Secretary of State (by application in Form UN1 under section 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 7.5(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 Company, and;
- (f) in the case of previously unregistered land, for the further protection of the option granted in Clause 7.4 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 seven 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.

8 ANNEX

- 8.1 Annex 1 to this Agreement forms part of and is 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 amendment:
 - 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; and;

- 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 August 2012

Executed on behalf of CfBT Schools Trust by:

..... Neil Walker

Trustee

..... S. Doldorby

Trustee/Secretary

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

..... Susan Picheill

Duly Authorised



ANNEX 1 TO THIS SUPPLEMENTAL AGREEMENT

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO MEADOW PARK ACADEMY

GENERAL

1. This Annex may be amended in writing at any time by agreement between the Secretary of State and the Company.
2. Except as provided in paragraphs 2A to 2B below, 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 (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 children¹) to other children attracting the pupil premium, including the service premium (‘the pupil premium admission criterion’). Where a Company exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.
 - 2B For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:
 - any personal details about their financial status; or
 - whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.
3. Notwithstanding the generality of paragraph 2 of this Annex, the Company 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 Company to admit a named pupil to Meadow Park Academy on application from a LA. This will include complying with a School

¹ As defined in the School Admissions Code.

Attendance Order². Before doing so the Secretary of State will consult the Company.

- (b) direct the Company to admit a named pupil to Meadow Park Academy 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'³ 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 LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in an 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 Company 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;

² 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.

³ 'relevant children' means:

- a) in the case of appeals for entry to the 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.

- b. determine admission oversubscription criteria for the Academy that give highest priority to looked after children and previously 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 group⁴. The Academy will consult on its admission arrangements and determine them in line with the requirements within the School Admissions Code.
11. The Office of the Schools Adjudicator (“OSA”) will consider objections to the Academy’s admission arrangements. The Company should therefore make it clear, when determining the Academy’s admission arrangements, that objections should be submitted to the OSA.
12. A determination of an objection by the OSA will be binding upon the Academy and the Company will make appropriate changes as quickly as possible.

⁴ ‘Relevant age group’ means ‘normal point of admission to the school: for example, year R, Year 7 and Year 12.