

FREEDOM OF INFORMATION REDACTION SHEET

Valley Academy

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 [**Valley Academy**] **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
FUNDING AGREEMENT FOR ONE IN A MILLION FREE SCHOOL**

THIS DEED is dated the 30th day of January 2026

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");
- (2) **Delta Academies Trust**, a charitable company incorporated in England and Wales with registered company number 07386086 whose registered address is at Education House, Spawd Bone Lane, Knottingley, WF11 0EP (the "**Incoming Academy Trust**"); and
- (3) **One in a Million Free School**, a charitable company incorporated in England and Wales with registered company number 08008193 whose registered address is at, Cliffe Terrace, Bradford, West Yorkshire, DB8 7DX (the "**Company**"),

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

BACKGROUND

- A. One in a Million Free School is an academy within the meaning of the Academies Act 2010 (the "**academy**") and is currently operated by the Company (an academy trust).
- B. The Secretary of State and the Company entered into a Funding Agreement on 22 January 2013, as varied by a Deed of Variation on 12 August 2025, (the "**Agreement**") for the maintenance and funding of the academy (attached as Schedule 1).
- C. It is proposed that, with effect from 00.01 am on 1 February 2026 (the "**Transfer Date**"), the Incoming Academy Trust will assume responsibility for the management and operation of the academy in succession to the Company.
- D. The Parties wish to novate the Agreement to 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 Funding Agreement between the Company and the Secretary of State shall be read as a reference to the 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:-)



UCATION



EXECUTED as a deed by the
Incoming Academy Trust
acting by one director in the
presence of a witness:

Direct

Print

Date

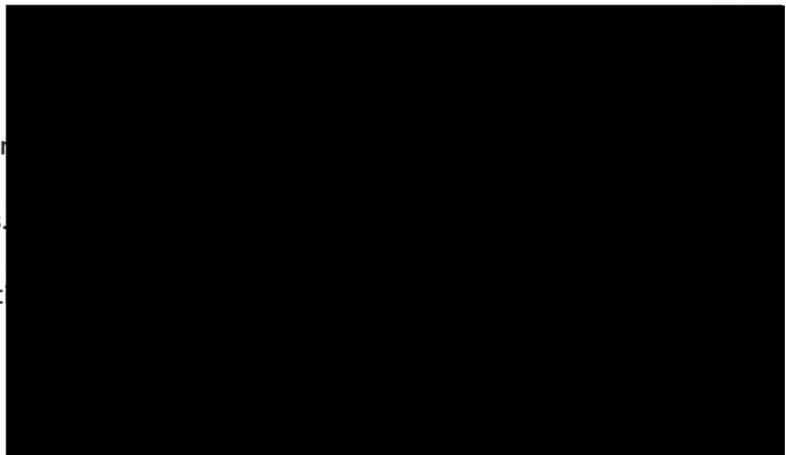


Witness

Print name

Address

Occupation



EXECUTED as a deed by **the**
Company acting by two
Directors:



Schedule 1
Funding Agreement

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 12 day of AUGUST 2025

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) The One In A Million Free School, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08008193, and whose registered office is at Cliffe Terrace, Bradford, West Yorkshire BD8 7DX together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 22 January 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of a school known as One In A Million Free School ("the **Academy**") and sports facilities at Woodhouse Grove School, Apperley Bridge Bradford ("the **Sports Facilities**") in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement and wish to record their agreement to such variations to by this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 of this Deed.
- 2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

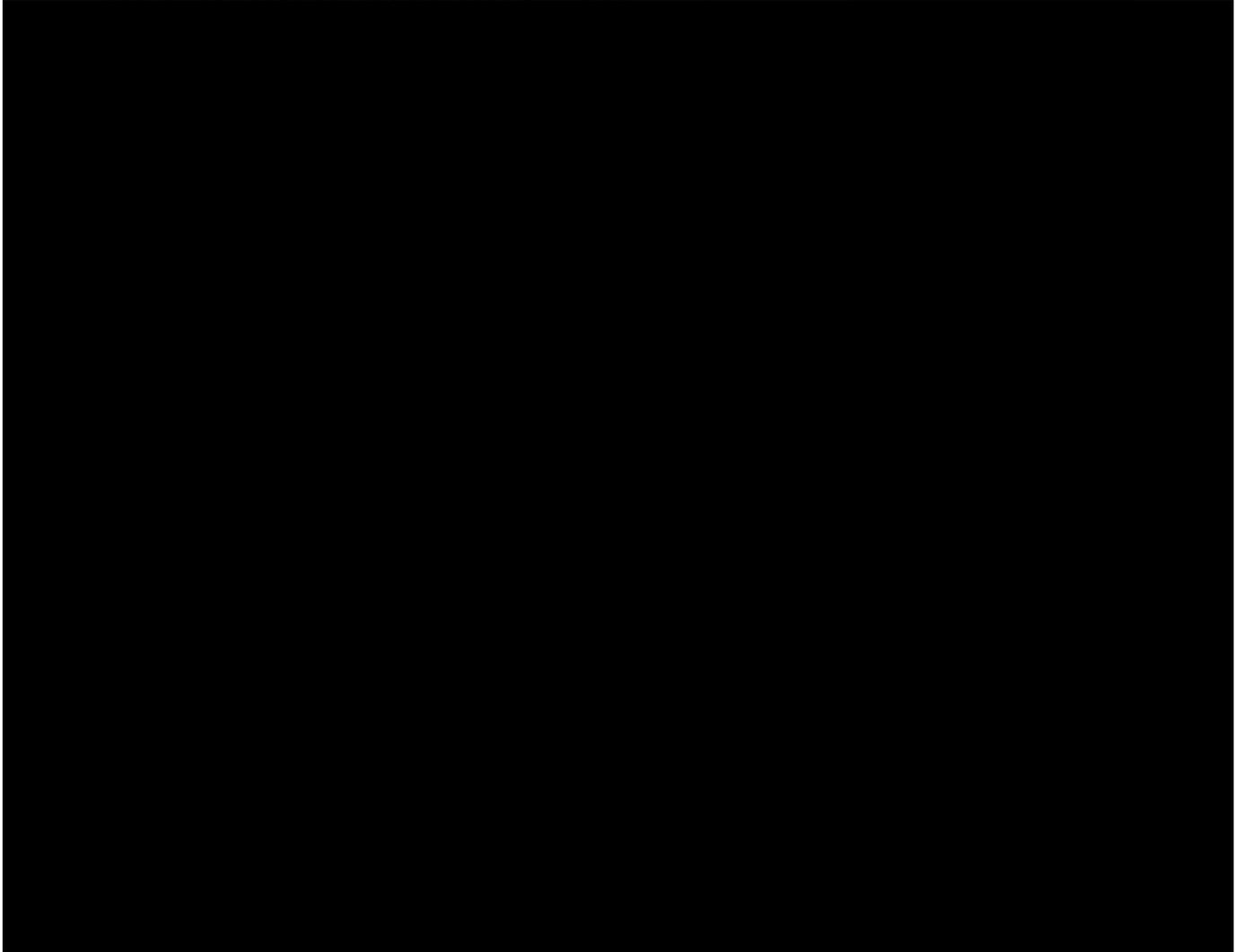
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this 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 the counterparts shall together constitute one and the same instrument.

This document has been executed and delivered as a Deed on the data stated at the beginning of this Deed.

EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education)



SCHEDULE 1

Amendments to the Funding Agreement

1. Replacement of Existing Clauses

(a) The beginning of clause 17 which states:

“The planned capacity of the Academy is 350 places in the age range 11-19, including a sixth form of 100 places.”

Shall be replaced by:

“The planned capacity of the Academy is 350 in the age range 11 – 16.”

2. Addition of New Clauses and Definitions

The following shall be added to the Funding Agreement as new definitions:

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

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

“Sports Facilities” means the use of various sporting facilities at Woodhouse Grove School, Apperley Bridge, Bradford, registered with title number YY198089 and demised by the Lease.

The following shall be added to the Funding Agreement as a new clause 116:

116A Restrictions on transfer of Sports Facilities

The Academy Trust must:

- i. as soon as reasonably practicable and within one month of completion of the Lease apply to the Land Registry using Form RX1 for the following restriction (the **“Restriction”**) to be entered in the proprietorship register for the Land:

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;
- ii. take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- iii. promptly confirm to the Secretary of State when the Restriction has been registered;
- iv. if it has not registered the Restriction, permit the Secretary of State to do so in its place; and
- v. 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.

116B Obligations of the Academy Trust

- i. The Academy Trust must comply with the Lease and promptly enforce its rights against the Landlord.
- ii. The Academy Trust must not, without the Secretary of State's consent:
 - a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;
 - b) grant any consent or licence; or
 - c) create or allow any encumbrance; or
 - d) part with or share possession or occupation; or
 - e) enter into any onerous or restrictive obligations

in respect of all or part of the Sports Facilities provided that the Academy Trust may grant a licence or share occupation of part of the Sports Facilities 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 Lease and where no relationship of landlord and tenant arises as a result of such occupation.

116C Option

- i. The Academy Trust grants and the Secretary of State accepts an option (the "**Lease Option**") to acquire the Sports Facilities at nil consideration. The Secretary of State may exercise the Lease Option in writing:
 - a) if this Agreement is terminated for any reason;
 - b) at any time on or after the issue of a Termination Warning Notice; or
 - c) if, under clause 116H, the Academy Trust and the Secretary of State agree that part of the Sports Facilities should be demised or subleased to another academy trust;
- ii. If the Lease Option is exercised, completion will take place

- a) 28 days after the exercise date where a Termination Warning Notice has not been issued; or
 - b) where a Termination Warning Notice has been issued, the date specified in the Termination Warning Notice as to when this Agreement shall terminate
- iii. and in either case in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

116D Option Notice

The Academy Trust:

- i. must, within 14 days after acquiring the Sports Facilities 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;
- ii. if it has not registered the Option Notice, agrees that the Secretary of State may apply to register using Form UN1; and
- iii. 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.

116E Property Notices

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.

116F Breach of Lease

- a) If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the 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.
- b) After notifying the Secretary of State under clause 116F a) the Academy Trust must:
 - i) promptly give the Secretary of State all the information he asks for about the breach;
 - ii) allow the Secretary of State to take all necessary action with or instead of the Academy Trust, to remedy or prevent the breach; and
 - iii) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

116G Sharing the Land

Where:

- a) the Secretary of State identifies basic or parental need for additional places in the area where the Academy is situated; and
- b) the Secretary of State then considers that not all the Sports Facilities is needed for the operation of the Academy at planned capacity

the Secretary of State must consult with the Academy Trust to determine

whether part of the Sports Facilities could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution at the Sports Facilities.

116H To the extent that the Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 116G, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the Lease in order to enable it to share occupation of the Sports Facilities with the incoming academy trust and to provide the incoming academy trust with security of occupancy over the Sports Facilities occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause.

116I For the purposes of clause 116H:

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

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

c) **planned capacity** has the meaning given to it in clause 17.

116J If the Academy Trust cannot use all or part of the Sports Facilities as the 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 Lease Option to transfer the Sports Facilities for nil consideration to himself or his nominee.

116K On or following the issue a Termination Warning Notice, the Secretary of State may give notice that he intends to exercise his rights under clause 116C. Any such notice is without prejudice to his right to exercise any other rights available to him.

The following shall be added to the Funding Agreement as a new clause 117:

117 Charity

As a result of the Lease, the Sports Facilities are held by the Academy Trust, an exempt charity.

The Land is held by the Academy Trust, an exempt charity.

The following shall be added to the Funding Agreement as a new clause 118:

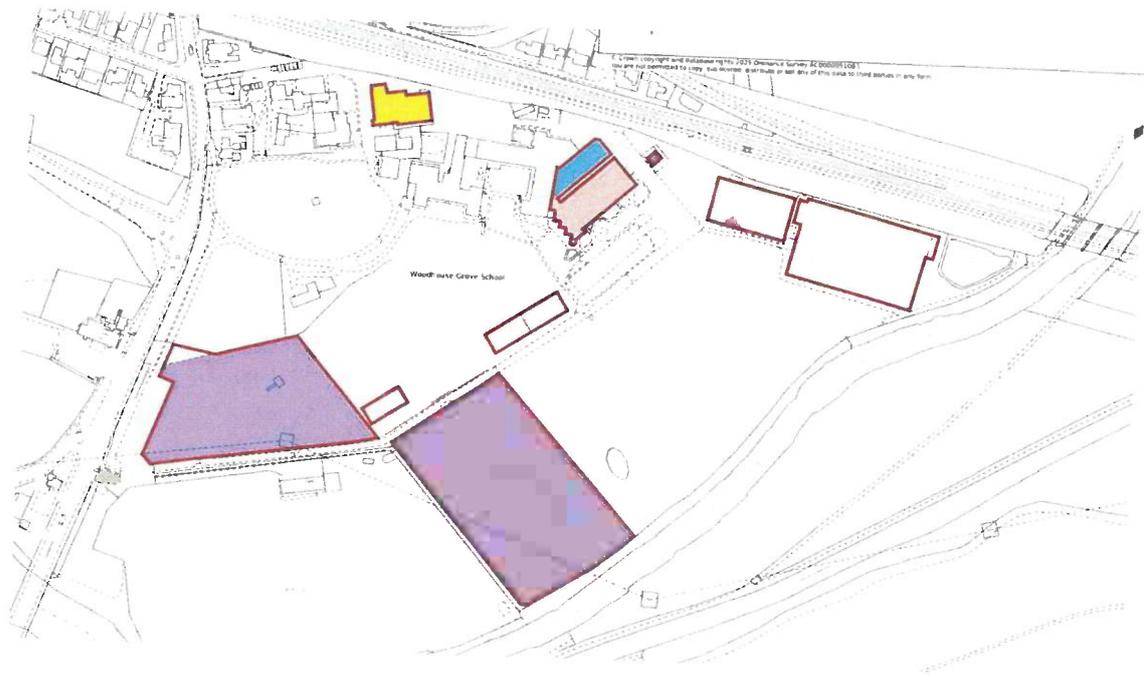
118 Plans

The Land is shown edged red on Plan A
Plan A



The Sports Facilities are shown edged red on Plan B

Plan B



Schedule 2
New Funding Agreement



Department
for Education

Mainstream academy and free school: supplemental funding agreement

December 2020 v7

Contents

Information about the Academy:	2
1. ESTABLISHING THE ACADEMY	7
Definitions and interpretation	7
The Academy.....	8
2. RUNNING OF THE ACADEMY	8
Teachers and staff	8
Pupils	9
SEN Unit or Resourced Provision.....	9
Charging	9
Admissions	9
3. GRANT FUNDING.....	13
Other relevant funding.....	14
4. LAND	15
5. TERMINATION.....	26
Termination by either party	26
Termination Warning Notice	26
Termination by the Secretary of State after inspection.....	27
Termination by the Secretary of State	28
Funding and admission during notice period.....	29
Notice of intention to terminate by Academy Trust.....	29
Effect of termination	32
6. OTHER CONTRACTUAL ARRANGEMENTS.....	33
Annexes.....	33
The Master Agreement	33
General	33
Information Sharing with Local Authorities – Statutory Responsibilities.....	34
ANNEXES	36
ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS.....	36

2. SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	Delta Academies Trust
Company number	07386086
Date of Master Funding Agreement	28 th September 2018
Name of Academy	Valley Academy
Opening date	1 st February 2026
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)	One in a Million Free School
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)	350
Age range (including nursery provision where the nursery is part of the school)	11-16
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 1 and version 3 (amended)
Academy and title number of Land (and Temporary Site)	One in a Million Free School, Cliffe Terrace, Bradford, West Yorkshire BD8 7DX registered with freehold title number WYK745316 and shown edged red on the plan annexed to this

Name of Academy Trust	Delta Academies Trust
	Agreement at Annex B.

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	✓	
2.A.1	Clause applies where an academy was previously a VC or foundation school designated with a religious character		✓
2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision		✓
2.E	Only applies where there was a predecessor independent school		✓
2.E.1	Only applies to free Schools with nursery provision		✓
2.G	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies		✓
2.M	Clause applies only to academies and free schools designated with a religious character		✓
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		✓
2.O	Clause applies only to academies that were formerly partially selective grammar schools		✓
2. P.1	Clause only applies to free schools or academy converter schools where there was a predecessor maintained school		✓
2.T	Clause applies to free schools and new provision academies designated with a		✓

Clause No.	Descriptor	Applied	Not used
	religious character		
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		✓
2.X	Clause only applies where the Academy has not been designated with a religious character	✓	
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.		✓
2.Yc)	Sub-clause applies if the Academy is designated with a denominational religious character – CE etc. rather than ‘Christian’		✓
3.A – 3.F	Option 1 applies to converter and sponsored academies: if used delete option 2	✓	
3.A – 3.F	Option 2 applies to free schools and new provision academies: if used delete option 1		✓
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)		✓
3.I.1	Only applies to Free schools with nursery provision		✓
3.J	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		✓

Clause No.	Descriptor	Applied	Not used
3.K	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies		✓
5.G.1	Clause applies only to a boarding academy/free school.		✓
5.I	Clause only applies to sponsored academies		✓
5.K	Clause applies to free schools and may be applied to new provision academies		✓
5.L	Clause applies to free schools and may be applied to new provision academies	✓	
5.M	Clause applies to free schools and may be applied to new provision academies	✓	
5.N	Clause applies to free schools and may be applied to new provision academies		✓
5.O	Clause applies to free schools and may be applied to new provision academies	✓	
6.H	Clause only applies to schools which are designated with a Church of England or Roman Catholic character		✓

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
Version 1 Land clauses adapted as the site is freehold, subject to a legal charge – combination of Version 1 and 6 clauses	4	X	

Descriptor	Clause No.	Applied	Not used
Insertion of standard charity clause	4.S	X	
Insertion of site plans	Annex B	X	

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Delta Academies Trust is supplemental to the master funding agreement made between the same parties and dated 28th September 2018 (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 Valley Academy

“**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.

“**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 an academy converter as defined in clause 1.4 of the Master Agreement.

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

1.H The Academy Trust will open the Academy on 1st February 2026

1.I The Academy Trust must ensure that so far as reasonably practicable and consistent with clause 2.X of this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regard to the curriculum, uniform and school food) enables 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 350 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

- 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 after that referred to in clause 3.E, 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 Not used.

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. LAND

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

“Discharge Process” means the removal of:

- i. the Legal Charge registered with Companies House against the Academy Trust;
- ii. the Legal Charge from the charges register at the Land Registry against the title for the Freehold Land;
- iii. the restriction in the proprietorship register referred to in clause 4.C(a); and
- iv. the notice in the proprietorship register referred to in clause 4.M(a)

“Freehold Land” means the freehold land at One in a Million Free School being land on the south side of Thorncliffe Road, Bradford registered with title number WYK745316;

“Land Value” means, at any time:

- i. where the Freehold 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
- ii. in any other case, the Market Value.

“Legal Charge” means the legal charge over the Freehold 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 Freehold Land as determined by a professionally qualified independent valuer.

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

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 Freehold Land with or without the Secretary of State’s consent.

4.B The Debt is secured by the Legal Charge

Restrictions on Freehold Land

4.C The Academy Trust must:

a) Apply to the Land Registry using form RX1 for the following restrictions (each a **“Restriction”**) to be entered in the proprietorship register

i. within 28 days of acquiring the Freehold 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 written consent signed by the proprietor for the time being of the charge dated [] in favour of the Secretary of State for Education referred to in the charges register or by its conveyancer”

- b) take any further steps reasonably required to ensure that each Restriction is entered on the proprietorship register of the Academy Trust's title;
- c) promptly confirm to the Secretary of State when each Restriction has been registered;
- d) if it has not registered each Restriction, permit the Secretary of State to do so in its place; and
- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove a 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 Freehold Land clean and tidy and make good any damage or deterioration to the Freehold Land. The Academy Trust must not do anything to lessen the value or marketability of the Freehold Land without the Secretary of State's consent.

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

- a) Not used
- 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 Freehold Land provided that the Academy Trust may grant a licence or share occupation of part of the Freehold Land with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are for community, fundraising or recreational purposes ancillary to educational services 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 Freehold Land.
- 4.G Not used.
- 4.H Not used.
- 4.I If any part of the property situated on the Freehold 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.

Option

- 4.J The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire all or part of the Freehold 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;
 - c) if, under clause 4.N, the Academy Trust and the Secretary of State agree that part of the Freehold Land should be demised or leased to another academy trust;
 - d) if, under clause 4.P, the Academy Trust cannot use all or part of the Freehold Land as the permanent site of the Academy.

4.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.

Option notice

4.K The Academy Trust:

- a) must, within 14 days after acquiring the Freehold 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 Freehold 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 the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

Property notices

4.L 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.

Freehold Land not used for the purposes of the Academy

4.M If the Academy Trust cannot use all or part of the Freehold 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:

- a) that he intends to exercise the Option to transfer all or part of the Freehold 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 Freehold Land keeping some or all of the sale proceeds to fulfil its charitable purposes by funding the purchaser of an alternative permanent site for the Academy, and accounting to the Secretary of State for proceeds not so used.

Sharing the Freehold Land

4.N Where:

- a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and
- b) the Secretary of State then considers that not all the Freehold Land is needed for the operation of the Academy at planned capacity;

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

c) Not used.

4.O To the extent the Academy Trust and the Secretary of State agree to part of the Freehold Land being demised or leased in accordance with clause 4.M, the Academy Trust must use its best endeavours to procure all necessary consents in order to enable it to share occupation of the Freehold Land with the incoming academy trust and to provide the incoming academy trust with

security of tenure over that part of the Freehold Land occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause.

4.N.1 Not used.

4.P For the purposes of clause 4.N:

- a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
- b) a **parental need** will arise when the Department for Education is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and
- c) **planned capacity** has the meaning given in clause 2.B.

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

4.R Not used.

4.S **Charity**

The Freehold Land is held by the Academy Trust, an exempt charity.

Legal Charge

4.T The Academy Trust must:

- a) enter into the Legal Charge:

- i on completion of the acquisition of the Freehold Land, if at that time the Academy Trust is an exempt charity for the purposes of the Charities Act 2011, or
 - ii within two weeks after the Academy opens, if the Academy Trust is not exempt charity for the purposes of the Charities Act 2011 when it acquires the Freehold Land;
- b) within 21 days from the date of the Legal Charge, register 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.
- e)

Exercise of Rights

- 4.U On termination of this Agreement, the Secretary of State may give notice that he intends to exercise his rights under clauses 4.J or 5.DD or 5.EE 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.V If the Secretary of State exercises the 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 Freehold Land under clause 5.DD b); and
 - c) the Secretary of State will carry out the Discharge Process;
- 4.W If, on termination of this Agreement, the Secretary of State exercises his rights under clauses 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.X 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 Freehold 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.Y If the Academy Trust applies to the Secretary of State for consent to sell all or part of the Freehold Land, and if the Secretary of State agrees the Freehold Land is no longer needed or cannot be used for the purposes of the Academy, he may:
- a) exercise the 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 repays the Debt (or if it proposes to sell only part of the Freehold 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.Z If the Secretary of State consents to the sale of the Freehold Land, subject to any of the conditions in clause 4.Y (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 Freehold 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 Freehold 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 Freehold Land; and
 - iii. the Secretary of State will carry out the Discharge Process in relation to the part of the Freehold 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 Freehold 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 Freehold Land which has been sold.

4.AA If the Secretary of State exercises the Option over all of the Freehold Land and the Academy Trust transfers all of the Freehold 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.

Payment of Debt

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

4.CC If the Academy Trust:

- a) Sells some or all of the Freehold Land in accordance with clause 4.Y; 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.

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 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 precise terms of termination.

5.N Not used.

5.O If at any time before the Academy opening date, the Secretary of State considers that:

- a) The Academy would, on opening, provide an unacceptably low standard of education; or
- b) The safety of pupils or staff at the Academy would, on opening, be threatened; or
- c) The staff employed at the Academy are unsuitable; or
- d) There is a serious breakdown in the way of the Academy Trust is being managed or governed; or

- e) The buildings and other structures on the Freehold Land are unsuitable or the Academy Trust has not obtained Building Regulations approval,

he may either:

- A. Require the Academy Trust:
 - i. Not to open the Academy; or
 - ii. Not to admit pupils of a particular age range, to be determined by the Secretary of State; or
 - iii. Not to use any building or other structure on the Freehold Land.

Until each relevant matter in paragraphs (a) to (e) above has been resolved to the Secretary of State's satisfaction; or

- B. Serve a Termination Notice

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).

This Agreement was executed as a Deed on [DATE]

Executed on behalf of the **Academy Trust** by:

..... and

Director

Director

or

Company Secretary

in the presence of

Witness

Name:

Address:

The Corporate Seal of
THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:

.....

Duly Authorised

ANNEXES

Annex A

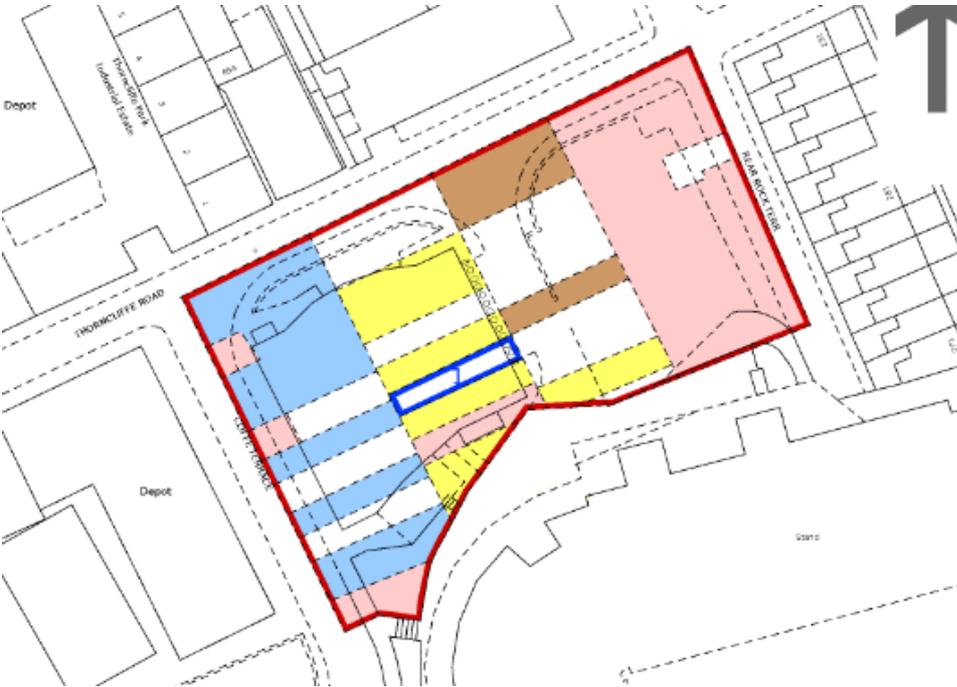
ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS

“**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.

**Annex B
Site Plans**

Freehold Land





Department
for Education

© Crown copyright 2020

You may re-use this document/publication (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence v2.0. Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

To view this licence:

Visit: www.nationalarchives.gov.uk/doc/open-government-licence/version/2

email: psi@nationalarchives.gsi.gov.uk

We welcome feedback. If you would like to make any comments about this publication, please email AFSPD.feedback@education.gov.uk, quoting the title of this document. Specific project queries should be sent to the allocated project lead/lead contact.

About this publication:

enquiries www.education.gov.uk/contactus

download www.gov.uk/government/publications

Reference: DfE-00214-2020



Follow us on Twitter:
[@educationgovuk](https://twitter.com/educationgovuk)



Like us on Facebook:
facebook.com/educationgovuk