Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 26th day of August 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) Endeavour Multi Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10713045, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a funding agreement dated on or about 30 August 2017, as most recently varied by deed on 27 August 2025 (the "**Funding Agreement**", in the form attached at Annex 1) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.

B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of 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 as follows:

2.1.1 In the summary table, in the box to the right of the heading **Planned number of places**, delete:

To 31 August 2025: 160

From 1 September 2025: 180

And replace with:

To 31 August 2026: 180

From 1 September 2026: 220

2.1.2 In clause 2.C, delete:

up to 31 August 2025, 160, and, from 1 September 2025, 180

And replace with:

up to 31 August 2026, 180, and, from 1 September 2026, 220

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.

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

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

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

EXECUTED as a deed by Endeavour Multi Academy Trust, acting by:

.....
Director

.....
Director/Secretary

OR

EXECUTED as a deed by Endeavour Multi Academy Trust, acting by: [redacted]

[redacted]

Director

In the presence of:

WITNESS [redacted]

Address [redacted]

Occupation [redacted]

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Annex 1

The Funding Agreement

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 27 August 2025

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) Endeavour Multi Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10713045, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a funding agreement dated on or about 30 August 2017, as varied by deed on or about 1 May 2024 (the "**Funding Agreement**", in the form attached at Annex 1) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.

B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of 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 as follows:

2.1.1 In the summary table, in the box to the right of the heading **Planned number of places**, delete:

160

And replace with:

To 31 August 2025: 160

From 1 September 2025: 180

2.1.2 In clause 2.C, delete:

160

And replace with:

, up to 31 August 2025, 160, and, from 1 September 2025, 180

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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.

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

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

[redacted]

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **Endeavour Multi Academy Trust**, acting by:

.....

Director

.....

Director/Secretary

OR

EXECUTED as a deed by
Endeavour Multi Academy Trust,

[redacted]

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In the presence of:

W
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[redacted]

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FREEDOM OF INFORMATION REDACTION SHEET

Wightwick Hall School
Deed of Variation of Funding Agreement

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	Factors for Withholding
▪ 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	▪ To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of the **Wightwick Hall School Deed of Variation of Funding Agreement** 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.

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

ENDEAVOUR MULTI ACADEMY TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

This Deed is made the 1st day of May 2024.

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **Endeavour Multi Academy Trust**, a charitable company incorporated in England and Wales with registered company number 10713045 whose registered address is at Wightwick Hall School, Tinacre Hill, Wolverhampton, United Kingdom, WV6 8DA (the "**Company**").

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

INTRODUCTION

A. The Parties have entered into a master funding agreement on 28 August 2019 (the "**MFA**").

B. The Parties have entered into a supplementary funding agreement in respect of Wightwick Hall School on 30 August 2017, a copy of which is contained in Schedule 1 (the "**Existing SFA**"); and

D. The Parties have agreed to amend and re-state the terms of the Existing SFA on the terms set out in this Deed.

LEGAL AGREEMENT

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 MFA.

2. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing SFA** shall be amended and re-stated in the form of the Amended SFA set out in Schedule 2 (the "**Amended SFA**"). For the avoidance of doubt, the Amended SFA does not terminate or suspend the Existing SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

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

4. 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).

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

COUNTERPARTS

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

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

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

[redacted]

Duly aut[redacted]he Secretary of State for Education

EXECUTED as a deed by **Endeavour Multi Academy Trust** acting by:

[redacted]

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Schedule 1

Existing SFA

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

W.

Department
for Education

Special academy and free school: supplemental funding agreement

December 2014

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

CONTENTS

SUMMARY 4

Information about the Academy: 4

1. ESTABLISHING THE ACADEMY 7

Definitions and interpretation 7

The Academy 8

Academy opening date 8

2. RUNNING OF THE ACADEMY 9

Length of school day and year 9

Teachers and staff 9

Places and Pupils 10

Charging 10

Admissions 10

Exclusions 14

Curriculum 14

3. GRANT FUNDING 15

Calculation of GAG 15

Other relevant funding 16

4. LAND 16

[Version 2: existing leasehold site] 16

5. TERMINATION 21

Termination by either party 21

Termination Warning Notice 21

Termination by the Secretary of State after inspection 22

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Termination by the Secretary of State 23

Funding and admission during notice period 23

Notice of intention to terminate by Academy Trust 24

Effect of termination 26

6. OTHER CONTRACTUAL ARRANGEMENTS 27

Annexes 27

The Master Agreement 27

General 27

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

SUMMARY

Information about the Academy:

Name of Academy Trust	ENDEAVOUR MULTI ACADEMY TRUST
Company number	1071345
Date of Master Funding Agreement	30th August 2017
Name of academy	WIGHTWICK HALL SCHOOL
Opening date	1st September, 2017
Type of academy (indicate whether academy or free school)	SPECIAL ACADEMY
Name of predecessor school (where applicable)	WIGHTWICK HALL SCHOOL
Planned number of places	71
Age range	11-19
Number of sixth form places	N/A
Number of residential places	N/A
Land arrangements **(Version 1-7 or other)**	VERSION 2
Address and title number of Land	Tinacre Hill, Compton, Wolverhampton, West Midlands, WV6 8DA and Land Registry title number SF533479 and WM975061

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

Descriptor	Clause No.	Applied	Not used
No Additional clauses			

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Endeavour Multi Academy Trust is supplemental to the master funding agreement made between the same parties and dated 2017 (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 the WIGHTWICK HALL SCHOOL which is specially organised to make special educational provision for pupils with SEN.

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

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

"**Pupils with a statement of SEN or EHC plan**" means those pupils, with a statement of SEN or EHC plan, admitted under clauses 2.C and 2.H to 2.R.

"**Pupils without a statement of SEN or EHC plan**" means those pupils, with SEN but without a statement of SEN or EHC plan, admitted under clauses 2.D and 2.S to 2.FF.

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

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

The Academy

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

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

1.H The Academy Trust must ensure special educational provision is made at the Academy for one or more categories of SEN. These categories may include, but are not limited to SLD, MLD, AUT, SEMH and Sp&LD

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

1.J Not Used

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Academy opening date

1.K The Academy Trust will open the Academy on 1st September 2017.

2. RUNNING OF THE ACADEMY

Length of school day and year

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

Teachers and staff

2.A Subject to clause 2.4 of the Master Agreement and 2.B of this Agreement the Academy Trust must not employ anyone under a contract of employment or for services to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment ("specified work"), who is not either:

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

c) immediately before transferring, was not:

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

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

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

Places and Pupils

2.C The planned number of places at the Academy for pupils with a statement of SEN or a EHC plan is 71 places in the age range 11-19

2.D Not Used

2.E The Academy Trust must ensure that the Academy meets the needs of individual pupils, including those with and without statements of SEN or EHC plans.

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

Charging

2.G Not Used

Admissions

2.H Except as set out in clauses 2.J – 2.Q below, the Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with special educational needs, including the admission of pupils with EHC plans. If an

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

educational needs, including the admission of pupils with EHC plans. If an Academy Trust considers that a LA should not have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Secretary of State's determination will be final, subject to any right of appeal which a parent of the child may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

2.I Except where clauses 2.D and 2.T apply, the Academy Trust may not admit a child to the school unless a statement of SEN or EHC plan naming the Academy [or the predecessor school], is maintained for that child.

2.J The Academy Trust may admit a child to the Academy if:

a) the child is admitted for the purposes of an assessment of the child's educational needs under section 323 of the Education Act 1996 , and the child's admission to the Academy is with the agreement of the LA, the Academy trust, the child's parent and any person whose advice is to be sought in accordance with regulation 7 of the Education (Special Educational Needs) (England) (Consolidation) Regulations 2001

b) the child remains admitted following an assessment under section 323 of the Education Act 1996; or

c) the child is admitted following a change in the child's circumstances, with the agreement of the LA, the Academy Trust and the child's parents.

2.K Subject to clause 2.J(a), the Academy Trust may allow the child to remain at the Academy:

a) until the expiry of ten school days after the LA has served a notice under section 325 of the Education Act 1996 that they do not propose to make a statement; or

b) until a statement is made.

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

2.L Where the LA intends to name the Academy in a statement of SEN, and has served a copy of the proposed statement of SEN (amended statement of SEN) upon the Academy Trust, the Academy Trust must respond, in writing, to the LA's proposal within 15 days of receipt of the notice.

2.M The Academy Trust must consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children; and where no reasonable steps may be made to secure compatibility. The Academy Trust must have regard to relevant guidance issued by the Secretary of State to maintained schools when making its determination.

2.N If the Academy Trust determines that admitting the child would be incompatible with the provision of efficient education, it must notify the LA that it does not agree that the Academy should be named in the pupil's statement of SEN. This notice must set out all the facts and matters the Academy Trust relies upon in support of its consideration that:

a) admitting the child would be incompatible with efficiently educating other children; and

b) the Academy Trust cannot take reasonable steps to secure this compatibility.

2.O The Academy Trust must admit a child to the Academy, where an LA maintains a statement of SEN for a child under section 324 of the Education Act 1996 which names the Academy [(or predecessor school)], even if they consider the Academy should not have been named in the child's statement of SEN.

2.P Where the Academy Trust considers that the Academy should not have been named in a child's statement of SEN, they may ask the Secretary of State to determine that the LA has acted unreasonably in naming the Academy and to make an order directing the LA to amend the child's statement of SEN by removing the name of the Academy. Where the Secretary of State makes an order to this effect, the Academy Trust will cease to be under an obligation to

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

admit the child from the date of the Secretary of State's Order, or from such date as the Secretary of State specifies. In specifying a date the Secretary of State must take into account both the welfare of the child in question and the degree of difficulty caused to the Academy by the child's continued admission.

2.Q Where the Secretary of State determines that an LA has acted reasonably in naming the Academy in a child's statement of SEN, the Academy Trust must continue to admit the child until the Academy ceases to be named in the statement of SEN

2.R Clauses 2.J – 2.Q only apply in so far as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.

2.S Not Used

2.T Not Used

2.U Not Used

2.V Not Used

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

2.X Not Used

2.Y Not Used

2.Z Not Used

2.AA Not Used

2.BB Not Used

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

2.CC Not Used

2.DD Not Used

2.EE Not Used

2.FF Not Used

Exclusions

2.GG Not Used

Curriculum

2.HH The Academy Trust, where practical must provide for the teaching of religious education and for acts of collective worship at the Academy.

2.II Subject to clause 2.JJ:

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 the requirements of regulation 5A of the Education (Special Educational Needs)(England)(Consolidation) Regulations 2001 as if it were a maintained school.

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

3. GRANT FUNDING

Calculation of GAG

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

3.B Not Used

3.C Not Used

3.D Not Used

3.E Not Used

3.F Not Used

3.G Not Used

3.H Not Used

3.I The Secretary of State recognises that if he serves a Termination Notice or a Termination Warning Notice, or otherwise terminates the Master Agreement, the intake of new pupils during the notice period may decline and therefore payments based on the number of places related to the number of pupils

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Other relevant funding

3.J Not Used

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

Carrying forward of funds

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

4. LAND

"**Land**" means the land at Tinacre Hill, Compton, Wolverhampton, West Midlands, WV6 8DA, being of the land registered with title numbers SF533479 and WM975061and demised by the Lease.

"**Lease**" means the lease or other occupational agreement between the Academy Trust and a third party (the "**Landlord**") under which the Academy Trust derives title to the Land.

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

Restrictions on Land transfer

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

4.A The Academy Trust must:

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

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

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

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

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

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

Obligations of the Academy Trust

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

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

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

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

b) grant any consent or licence; or

c) create or allow any encumbrance; or

d) part with or share possession or occupation; or

e) enter into any onerous or restrictive obligations,

in respect of all or part of the Land.

Option

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

Option Notice

4.F The Academy Trust:

a) must, within 14 days after acquiring the 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;

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

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

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

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

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

Breach of Lease

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

Sharing the Land

4.J Where:

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

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

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

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

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

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

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

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

5. TERMINATION

Termination by either party

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

Termination Warning Notice

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

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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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 Not Used

5.M Not Used

5.N Not Used

5.O Not Used

5.P Not Used

Funding and admission during notice period

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

5.R If the Secretary of State serves a Termination Warning Notice or a Termination Notice otherwise than under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy (unless the

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Secretary of State specifies otherwise), and to receive GAG and EAG, in accordance with this Agreement.

Notice of intention to terminate by Academy Trust

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

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

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

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

i. evidence of those grounds;

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

iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and

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All Other Resources, and the period of time within which such steps will be taken; and

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

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

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

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

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

5.Y The Expert will be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and

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Academies Trust (or any successor or equivalent body). The educational specialist's fees will be borne equally between the parties.

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

Effect of termination

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

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

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

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

a) staff compensation and redundancy payments;

b) compensation payments in respect of broken contracts;

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

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d) legal and other professional fees; and

e) dissolution expenses.

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

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

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

5.FF The Secretary of State may:

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

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

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

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

The Master Agreement

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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.

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

This Agreement was executed as a Deed on 30th August 2017

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

[redacted]

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:

[redacted]

Duly Authorised

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Department
for Education

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Schedule 2

Amended SFA

s

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Department
for Education

Special academy and free school: supplemental funding agreement

December 2020 v3

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

CONTENTS

SUMMARY **6**

Information about the Academy: 6

1. ESTABLISHING THE ACADEMY **9**

Definitions and interpretation 9

The Academy 10

Academy opening date 11

2. RUNNING OF THE ACADEMY **11**

Length of school day and year 11

Teachers and staff 12

Places and Pupils 13

Charging 14

Admissions 14

Exclusions 18

3. GRANT FUNDING **20**

Calculation of GAG 20

Other relevant funding 22

4. LAND **23**

Version 2: to be used if, before conversion, the local authority (or another third party) holds the freehold and is to grant, on conversion, a lease to the academy trust 29

5. TERMINATION **57**

Termination by either party 57

Termination Warning Notice 57

Termination by the Secretary of State after inspection 58

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Termination by the Secretary of State 60

Funding and admission during notice period 62

Notice of intention to terminate by Academy Trust 63

Effect of termination 65

6. OTHER CONTRACTUAL ARRANGEMENTS 66

Annexes 66

The Master Agreement 66

General 67

Information Sharing with Local Authorities – Statutory Responsibilities 67

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

SUMMARY

Information about the Academy:

Name of Academy Trust	Endeavour Multi Academy Trust
Company number	10713045
Date of Master Funding Agreement	28 August 2019
Name of academy	Wightwick Hall School
Opening date	1 September 2017
Type of academy (indicate whether academy or free school)	Special Academy
Name of predecessor school (where applicable)	Wightwick Hall School
Planned number of places (if the academy has a nursery provision please provide a breakdown of nursery and statutory school age places)	160
Age range (including nursery provision where the nursery is part of the school)	11-19
Number of sixth form places	N/A
Number of residential places	N/A
Land arrangements (Version 1-8 or other)	Version 2
Address and title number of Land (and Temporary Site)	Tinacre Hill, Wolverhampton, West Midlands, WV6 8DA and Land Registry title number SF533479 and WM975061

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

Descriptor	Clause No.	Applied	Not used

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Endeavour Multi Academy Trust is supplemental to the master funding agreement made between the same parties and dated 28 August 2019 (the "**Master Agreement**").

Definitions and interpretation

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

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

"The **Academy**" means Wightwick Hall School which is specially organised to make special educational provision for pupils with SEN.

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

The Academy

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

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

1.H The Academy Trust must ensure special educational provision is made at the Academy for one or more categories of SEN. These categories may include, but are not limited to SpLD, MLD, SLD, ASD and SEMH.

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

1.J Not used

Academy opening date

1.K The Academy Trust will open the Academy on 1 September 2017[.

2. RUNNING OF THE ACADEMY

Length of school day and year

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

Teachers and staff

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

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

c) immediately before transferring, was not:

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

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

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

Places and Pupils

2.C The planned number of places at the Academy is 160 places in the age range 11-19. For the avoidance of doubt, where the specified age range would be a child's normal age group, the Academy is not prevented from considering applications made by the child's Parents under the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted outside of their normal age group.

2.D Not used.

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Charging

2.G Not Used

2.G.1 Not used.

Admissions

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

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

2.J [Not used]

2.K [Not used]

2.L [Not used]

2.M [Not used]

2.N [Not used]

2.O [Not used]

2.P [Not used]

2.Q [Not used]

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

2.R [Not used]

2.S Not used.

2.T Not used.

2.U Not used.

2.V Not used.

2.W Not used.

2.X **[Not used]**

2.Y **[Not used]**

2.Z **[Not used]**

2.AA Not used.

2.BB Not used.

2.CC Not used.

2.DD Not used.

2.EE Not used.

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

Exclusions

2.GG Not used.

Curriculum

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

3. GRANT FUNDING

Calculation of GAG

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

3.B Not used.

3.C Not used.

3.D Not used.

3.E Not used.

3.F Not used.

3.G Not used.

3.H Not used.

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

3.I.1. Not used.

Other relevant funding

3.J Not used.

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

Carrying forward of funds

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

4. LAND

Version 2: to be used if, before conversion, the local authority (or another third party) holds the freehold and is to grant, on conversion, a lease to the academy trust

"**Land**" means the land at Tinacre Hill, Wolverhampton, West Midlands, WV6 8DA, being the land registered with title numbers SF533479 and WM975061 and demised by the Lease.

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

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

Restrictions on Land transfer

4.A The Academy Trust must:

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

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;

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

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

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

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

Obligations of the Academy Trust

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

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

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

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

b) grant any consent or licence; or

c) create or allow any encumbrance; or

d) part with or share possession or occupation; or

e) enter into any onerous or restrictive obligations,

in respect of all or part of the Land provided that the Academy Trust may grant a licence or share occupation of part of the Land with a proprietor or proposed

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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.

Option

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

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

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

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

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

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

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

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

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

Option notice

4.F The Academy Trust:

a) must, within 14 days after acquiring the 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;

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

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

Breach of Lease

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

Sharing the Land

4.J Where:

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

b) the Secretary of State then considers that not all the 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 Land could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the Land.

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

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

5. TERMINATION

Termination by either party

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

Termination Warning Notice

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

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

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

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

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

a) the action the Academy Trust must take;

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

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

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

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

Termination by the Secretary of State after inspection

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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 Not used.

5.M Not used.

5.N Not used.

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

5.O Not used.

5.P Not used.

Funding and admission during notice period

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

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

Notice of intention to terminate by Academy Trust

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

Funding Allocation. The notice given by the Academy Trust under clause 5.T must specify:

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

   i. evidence of those grounds;

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

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**").

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

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

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

Effect of termination

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

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

a) staff compensation and redundancy payments;

b) compensation payments in respect of broken contracts;

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

d) legal and other professional fees; and

e) dissolution expenses.

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

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

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

5.FF The Secretary of State may:

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

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

The Master Agreement

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

General

6.C The Academy Trust cannot assign this Agreement.

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

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

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

6.G This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.

Information Sharing with Local Authorities – Statutory Responsibilities

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

6.H The Academy Trust must provide:

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

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

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

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

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

Docusign Envelope ID: 9E7713C9-BEF3-853A-8320-80C716C17EA7

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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

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Department for Education

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