

JULY 2015

MODEL SUPPLEMENTAL AGREEMENT

MODEL SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made 25th July 2015

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) INNOVATION ENTERPRISE LIMITED

IS SUPPLEMENTAL TO THE FINANCING AGREEMENT made between the same parties and the "Master Agreement")

1 DEFINITIONS AND INTERPRETATION

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

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

"the Academy" means the High School to be established as an Academy at Breeze Hill, Brentford, London

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

"Insured Risks" means fire, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heavy impact, terrorism, bursting or overflowing of tanks and pipes, damage by aircraft or objects dropped therefrom, riot and civil

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complaints, labour disturbance, and malicious damage and such other risks as the Company insures against from time to time subject in all contracts to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters;

"the site" means the publicly funded land (including for avoidance of doubt all buildings, structures and other erections) situated at and known as Hillside High School which is to be transferred to the Academy and registered under Title Number MS 5597 and the land

1.3 Reference in this Agreement to clause and annexes all, unless otherwise provided be to clauses and annexes of this Agreement

2 THE ACADEMY

2.1 The Academy will establish and maintain, and carry on, provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement.

2.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.

2.3 The admissions for the admission of pupils to the Academy are set out at Annex 1.

ACA OPENING DATE

2.4 The Academy shall open as a school on 1st March 2014 replacing Hillside High School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.

2.5 The intended capacity of the Academy is 970 in the age range 11-16.

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2.6 The relevant provisions of the Education Act 2014 relating to Free Schools.

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Governance

2.13 The Academy must provide to the Secretary of State the names of all new and replacement members of the Academy Trust, stating the date of appointment and, where applicable, the name of the member placed as soon as is practicable and in any event within 14 days of their appointment.

2.14 The Academy must not appoint any new or replacement member as first informed them, and they have agreed, that their names are shared with the Secretary of State to enable him to assess suitability.

2.14A The Academy must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal of Trustees or members ("the Governance Articles") without the Secretary of State's consent.

2.14B Before any amendment to the Governance Articles is proposed, the Academy must give notice to the Secretary of State of:

- a) the proposed amendment or removal; and
- b) the reasons for it.

2.14C If the Secretary of State consents to the proposed changes, the Academy must approve any changes to the Articles as soon as is reasonable and provide the Secretary of State with a copy of the amended Articles and the resolution(s) approving them.

Pupil Premium

2.15 For each Financial Year, the Academy Trust must publish, on the Academy website, information about:

- a) the amount of Year 7 literacy and numeracy catch-up premium will receive during the Academy Financial Year;
- b) what percentage of the catch-up premium the Academy intends to spend its Year 7 literacy and numeracy catch-up grant on;
- c) what percentage of the catch-up premium the Academy intends to spend on in the previous Academy Financial Year;

d) the impact of the previous year's Year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed

3 CAPITAL EXPENDITURE GRANT

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

4 GAG AND EAG

4.1 The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

5 TERMINATION

5.1 Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2014 or any subsequent anniversary of that date.

Termination Warning Notice

5.2 The Secretary of State shall be entitled to issue to the Company a written warning of his intention to terminate this Agreement ("Termination Warning Notice") where he considers that:

- a) the Company is no longer meeting the requirements referred to in clause 5.1 of the Master Agreement (subject to clause 5.9 of this Agreement);
- b) the conditions and requirements set out in clauses 13-34B of the Master Agreement are no longer being met;
- c) the standards of performance of pupils at the Academy are unacceptably low;
- d) there has been a serious breakdown in the way the Academy is managed or governed;

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- e) the safety of pupils or staff is threatened (whether by breakdown of discipline or otherwise);
- f) the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement.

5.3 A Termination Warning Notice issued by the Secretary of State in accordance with clause 5.2 shall specify:

- a) the reasons for the Secretary of State's issue of the Termination Warning Notice;
- b) the remedial measures which the Secretary of State requires the Company to carry out, with associated deadlines, in order to rectify the defaults identified ("Specified Remedial Measures"); and
- c) the date by which the Company must respond to the Termination Warning Notice providing its representations with regard thereto or confirm that it accepts and agrees to undertake the Specified Remedial Measures.

5.4 The Secretary of State shall consider any response and representations from the Company which are received by the date specified in accordance with clause 5.3 and shall confirm whether he considers that:

- a) in the light of the Company's representations in response to the Termination Warning Notice, some or all of the Specified Remedial Measures are not required to be implemented (and if so which) and/or the Specified Remedial Measures are being or will be implemented within the specified timeframe; or
- b) in respect to any further measures he reasonably requires ("Further Remedial Measures") being implemented by a specified date or any evidence he requires being provided, the implementation of such measures has been or will be successfully completed within the specified timeframes; or

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c) he is not satisfied that the Company will rectify the defaults identified in the Termination Warning Notice within the specified timeframe. In such circumstances, the Secretary of State may notify the Company of his intention to terminate the Agreement on a specified date.)

5.5 The Secretary of State may by notice in writing terminate this Agreement with effect from a specified date in the event that:

a) the Company has not, by the date specified, in clause 5.3(c) responded to the Termination Warning Notice either confirming that it accepts and agrees to undertake the Specified Remedial Measures or providing its representations with regard to the Specified Remedial Measures; or

b) the Company has not carried out the Specified Remedial Measures and/or Further Remedial Measures within the specified timeframe

provided that having considered any representations made by the Academy Trust pursuant to clause 5.3(c), the Secretary of State remains satisfied that it is appropriate to terminate the Agreement.

Notice of Intention to Terminate

5.6 The Secretary of State may at any time give written notice of his intention to terminate this Agreement where the Chief Inspector gives notice to the Company in accordance with section 13(3) of the Education Act 2005, stating that in the Chief Inspector's opinion –

(a) special measures are required to be taken in relation to the Academy; or

(b) the Academy requires significant improvement.

5.7 Any notice issued by the Secretary of State in accordance with clause 5.6 shall invite the Company to respond with any representations within a specified timeframe.

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5.8 Where the Secretary of State has given notice to the Company of his intention to terminate this Agreement in accordance with clause 5.6 and 5.7 and –

- (a) he has not received any representation from the Company within the timeframe specified in clause 5.7;
- (b) having considered the representations made to him by the Company pursuant to clause 5.7, he is satisfied that it is appropriate to terminate this Agreement;
- (c) he may by notice in writing terminate the Agreement with effect from a specified date.

5.8D If the Chief Inspector gives a notice to the Academy Trust within two years after the Secretary of State may or may not exercise his power under clause 5.6 if:

- a) the Chief Inspector has held office for more than 10 years after the Academy opened; and
- b) the Chief Inspector considers that the Academy is not making enough progress towards the standards referred to in his notice.

Nothing in this clause prevents the Secretary of State exercising any other powers arising from the Education Act 2002, including, for the avoidance of doubt, any rights under clause 5.6).

Termination with Immediate Effect

5.9 If the Secretary of State has given notice to the Company under section 165 of the Education Act 2002 which all rights of appeal have been exhausted and the Academy shall be struck off the register, he may terminate this Agreement by notice in writing and the termination shall take effect on the date of the notice.

5.9A) If

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- a) Any Charity Trustee or member of the Academy Trust who does not consent to any checks or otherwise requested by the Secretary of State must refuse to consent, or as
- b) The Secretary of State determines that any Charity Trustee or member of the Academy Trust is unsuitable, the Secretary of State may:
 - i. direct the Academy Trust to ensure that that Charity Trustee or member resigns or is removed, failing which the Secretary of State may serve a Termination Notice
 - ii. serve a Termination Notice.

5.9B) For the purposes of clause 5.9A, a Charity Trustee or member of the Academy Trust will be "unsuitable" if that Charity Trustee or member:

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

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

5.9C) For the purposes of clause 5.9B,

- a) a Charity Trustee or member of the Academy Trust will be subject to a "relevant prohibition" in respect of an offence if:
 - i. that Charity Trustee or member has been found not guilty of the offence by a court in the United Kingdom or a court in a country or territory outside the United Kingdom which is treated as equivalent to that in the United Kingdom;
 - ii. that Charity Trustee or member has been found to be liable to have done the act or to have committed the offence; or
 - iii. a court outside the United Kingdom has made a finding and (i) that the Charity Trustee or member is liable to have done the act or to have committed the offence; and (ii) that the offence is a relevant offence.
- b) "relevant conduct" is conduct by a Charity Trustee or member of the Academy Trust which is prohibited by the Secretary of State.

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- i. aimed at promoting the fundamental values of democracy, respect for the rule of law, individual liberties and tolerance of those with different beliefs;
- ii. found to be in breach of professional standards or good practice;
- iii. so inappropiate that, in the opinion of the Secretary of State, it is in the public interest to take action to ensure that Charity Trustees or members of the management of the Academy are held to account.

Notice of Intention to Terminate by Company

5.10 The Secretary of State shall, at a date preceding the start of each Academy Financial Year, indicate to the Company by written notice the amount of funding to be provided to the Company in that year of GAG and EAG in that year ("Indicative Funding"). If the Indicative Funding for the next following Academy Financial Year ("Critical Year") and of the next following Academy Financial Year ("Critical Year") and of the next following Academy Financial Year ("Critical Year") is likely to be available to the Company ("All Other Resources"), it is likely that the Company will be able to continue to operate during the Critical Year and the next following Academy Financial Year. If the Indicative Funding for the next following Academy Financial Year is not likely to be available to the Company, the Company may give notice to the Secretary of State at the end of the then current Academy Financial Year.

shall, at a date preceding the start of each Academy Financial Year, indicate to the Company by written notice the amount of funding to be provided to the Company in that year of GAG and EAG in that year ("Indicative Funding"). If the Indicative Funding for the next following Academy Financial Year ("Critical Year") and of the next following Academy Financial Year ("Critical Year") is likely to be available to the Company ("All Other Resources"), it is likely that the Company will be able to continue to operate during the Critical Year and the next following Academy Financial Year. If the Indicative Funding for the next following Academy Financial Year is not likely to be available to the Company, the Company may give notice to the Secretary of State at the end of the then current Academy Financial Year.

5.11 Any notice given by the Company under clause 5.10 shall be served on the Secretary of State not later than 14 days before the date specified in clause 5.10 and shall have done so. The notice must specify:

the Company under clause 5.10 shall be served on the Secretary of State not later than 14 days before the date specified in clause 5.10 and shall have done so. The notice must specify:

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

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

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

5.12 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and undertake to use their best endeavours to agree a practical solution to the problem.

5.13 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in the Indicative Funding and All Other Resources which would cause the Company to become insolvent. The Expert shall be an individual with significant professional experience of

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educational institutions or academics. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.

5.14 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budgetary management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.

5.15 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Financial and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the shortfall, then the Company shall be entitled to terminate the Agreement, by notice expiring on 31 August prior to the Critical Year. Such notice shall be given within 21 days after the Expert's determination shall have been given to the parties or (b), if the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

6 EFFECT OF TERMINATION

6.1 In the event of termination of this Agreement (whether occurring at school or otherwise) within the meaning of Sections 1A and 1B of the Academies Act 2010:

6.2 Subject to clauses 6.3 and 6.4, if the Secretary of State terminates the Agreement pursuant to clause 5.1 of this Agreement, the Secretary of State shall indemnify the Company. If the Secretary of State terminates the Agreement otherwise than pursuant to clause 5.1 of this Agreement

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Secretary of State may in his absolute discretion indemnify or (to the extent if any as may in his absolute discretion consider appropriate) compensate the Company.

6.3 The amount of any such indemnity or compensation shall be determined by the Secretary of State having regard to any representations made to him by the Company, and shall be paid at such time and in such manner as the Secretary of State may reasonably think fit.

6.4 The categories of expenditure incurred by the Company as a consequence of the termination of the Agreement in respect of which the Secretary of State shall (where the Secretary of State terminates the Agreement pursuant to clause 5.1) indemnify the Company and may (where the Secretary of State terminates this Agreement pursuant to clause 5.1) in his absolute discretion indemnify or compensate the Company include (but not be limited to) the following: compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.4, on the termination of this Agreement (whether or not occurring, the Company shall in respect of its capital assets at the date of termination)

(a) promptly transfer a proportion of its assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for any particular purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether the contribution was made to the establishment of the Academy or at any other time; or

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) is not required, promptly repay to the Secretary of State a sum equivalent

the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5(b) if:

- a) the Company obtains his permission to invest the proceeds of sale for its charitable objects; or
- b) the Secretary of State directs all or part of the repayment to be paid to the LA.

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

LAND

Restrictions on Land transfer

6A Recognising that they are or will be receiving publicly funded land at no consideration (which for the purposes of this transaction shall include lease granted at a peppercorn rent) the Company:

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

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No restriction of the registered estate by the proprietor of the
registered estate is to be registered without the consent signed
by the Secretary of State for Education, Oldham Buildings, Great
Street, London SW1P 3B

b) The proprietor shall take any further steps required to ensure that the
restriction referred to in clause 6A(a) is entered in the register of proprietorship
required by section 1 of the Land Registration Act 2002.

c) The proprietor shall provide the Secretary of State with information of the
entry of the restriction referred to in clause 6A(a) as soon as possible after it receives notification from the Land Registry.

d) In the event that it has not registered the restriction referred to in
clause 6A(a), hereby consents to the entry of the restriction referred to
to the register by the Secretary of State pursuant to section 43(1)(b) of
the Land Registration Act 2002).

e) The proprietor shall not, without the consent of the Secretary of State, apply to
discharge, modify or remove (by cancellation or otherwise) a restriction on
entry in accordance with clause 6A(a) of the Leasehold (Conveyancing) Regulations 2002
its holding company, a subsidiary or a receiver,
administrator or liquidator acting in the name of the company.

Repair and upkeep

6B) The Company shall keep the Land clean and in good repair and shall make good any
damage to the Land and / or any deterioration of the condition of
the Land which may arise from the date of this Agreement.

Insurance

6C) The Company shall:-

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the Land insured by the Insurance policy presented to the reinsurer for the purpose of the reinstatement of the Land from time to time as they become due in force the policy of insurance covering the Land; including the incidence of damage or destruction of the Land to receipt of all necessary consents and permissions to apply the proceeds of the insurance received for the purposes of rebuilding or reinstating the Land (provided that should be satisfied that the Company provides premises not identical to the Land as the same existing prior to such destruction occurred as they may be reasonably expected to be in the State at the time of the insurance policy and the proceeds for the last or other renewal and up to the detail of the amount of cover (but not more than one in any mode of cover in both cases); knowingly to any other policy of insurance covering the Land may become void or voidable against liability in respect of the property owners' and third parties including occupiers of the property.

Transfer of Land on Termination of the Lease

6(b) If the Land is taken by the Company and they are to be taking a transfer of the Land for no consideration (whether for the purposes of this Act or otherwise), the Company and the Secretary of State shall accept an option, exercisable by the Secretary of State for his or her nominee, to transfer the said land pursuant to Schedule 1 to the Companies Act 2006. The option hereby granted shall be exercisable (by notice in writing) for or on behalf of the Secretary of State on the termination of the Lease Agreement for

whatever cause. On the exercise of the option, the Law Society's Standard Conditions of Sale for Commercial Property in force at the date of such exercise shall apply to the transaction and completion shall take place 28 days after such exercise.

6E) In further recognition of the fact that the Company that they are taking a transfer of publicly-funded land for nil consideration, (which for the purposes of this transaction shall include the lease granted at a peppercorn rent), to protect the option granted under clause 6D, the Company

a) shall, within 14 days from the transfer to it of the Land, apply to the Land Registry in London AN1 as prescribed by Rule 81 of the Land Registration Rules 2003 for a notice to be entered in the register (under section 34(3) of the Land Registration Act 2002) to protect the option granted under clause 6D and including a copy of this Agreement as evidence of that option,

b) shall take any other steps required to ensure that the notice referred to in clause 6E(a) is entered on the proprietorship register,

c) shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 6E(a) as soon as practicable after it receives notification from the Land Registry,

d) in the event that the Company has not registered the notice referred to in clause 6E(a), hereby represents the entering of the notice referred to in 6E(a) in the register by the Secretary of State by application in Form UN1 under s. 3(1)(b) of the Land Registration Act 2002),

e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a notice entered in accordance with clause 6E(a) or 6E(d) or remove, whether by

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itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator or acting in the name of the Company,

f) in the case of previously unregistered land, for the further protection of the option granted in Clause 6D the Company shall within 14 days of the signing of this Agreement make application to register a Class (iv) land charge in the Land Charges Registry and a Caution against First Registration in the Land Registry and shall provide the Secretary of State with copies of the entries secured thereby within 7 days of completing each registration, respectively. If the Secretary of State is of the view that the Company has failed to perform the registration obligation in this sub-clause he shall be at liberty to make his own applications to secure these registrations.

Sharing the Land

6.F When the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and

b) when 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 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 Land.

6.G To the extent the Academy Trust and the Secretary of State agree to the Land being demised or leased in accordance with clause 6.F, the Academy Trust must use its best endeavours to procure all necessary consents 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 all 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.

6.H For the purposes of clause 6.:

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ANNEX

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THE MASTER AGREEMENT

Except expressly prov this A ent the Master Agreement shall continue full force and

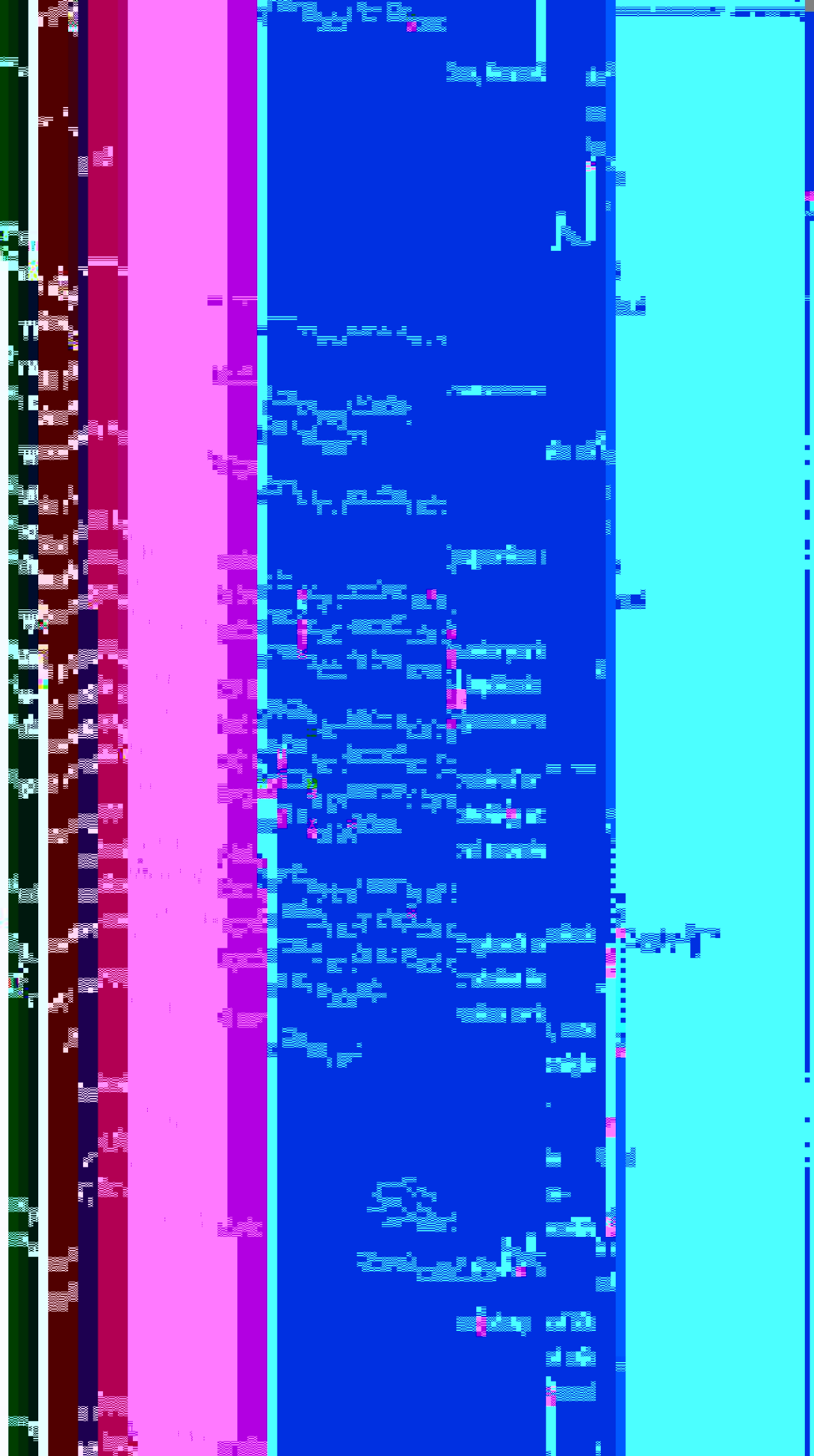
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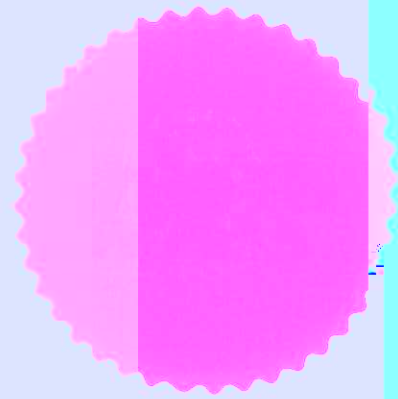
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ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission for pupils at the
Academy Annex 1

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Annex

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO THE HILLSIDE HIGH SCHOOL

GENERAL

This Annex may be amended in writing between the Secretary of State and the Company.

Except as provided in accordance with, and maintained to accord with, the Admissions Code, and Department for Education maintained schools apply to maintained schools. Legislation to the effect that the Directors of the Company

2. A The Company (subject to consultation) will give priority for admission to children of the service personnel (Company employees) for admission arrangements of eligible children.

2. B For the purposes of section 1.9(f) of the Code, insofar as they apply to the final supplementary form

- any personal details about their financial status;
- whether or parents are serving in the armed forces (of any nation), and, and exercising parental care and responsibility for the child.

Notwithstanding to the generality of paragraph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (LA) and the Secretary of State.

Notwithstanding to any provision in this Annex, the Secretary of State may:

- (a) direct the Company to admit a pupil to the Hillside High School or

As defined in the School Admissions Code.

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School Attendance Order. Before doing so, the Company will consult the Company;

Secretary of State

(b) direct the Company to admit a named pupil to the School if the Company has failed to act in accordance with Annex A or has otherwise failed to comply with the School Admissions Code and equalities legislation or the provisions of the School Admissions Code;

Hillside High School in accordance with this Schedule and the School Admissions Code;

(c) direct the Company to amend its admission arrangements if they fail to comply with the School Admissions Code or the School Admissions Code.

arrangements where the School Admissions Code or the School Admissions Code.

5. The Company shall ensure that parents and 'looked after children' will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admissions Code as published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

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Relevant Area

6. Subject to paragraph 7, the meaning of "Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintaining schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

"Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintaining schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Company does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out reasons for this view. The Secretary of State will consult the Company and the LA in which the Academy is situated in reaching a decision.

determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out reasons for this view. The Secretary of State will consult the Company and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained school will transfer automatically to the Academy on opening. Any pupil offered a place at any predecessor school will be admitted to the Academy on opening.

independent school will transfer automatically to the Academy on opening. Any pupil offered a place at any predecessor school will be admitted to the Academy on opening.

9. The Company will:

a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with special educational needs naming the Academy;

Secretary of State in relation to a named pupil, admit all pupils with special educational needs naming the Academy;

b. determine admission oversubscription arrangements that give highest priority to looked after children, in accordance with the School Admissions Code and previously relevant provisions of the School Admissions Code.

for the Academy and previously relevant provisions of the School Admissions Code.

Multi Academy Model

Oversubscription criteria, admission determination and objections.

Order, consultation

10. The Academy admission arrangements, and an admission number for each year group, will be set by the Academy. The Company will consult on the Academy's arrangements and determine them in line with the requirements of the Education Act 2010 Code.

The arrangements will include oversubscription criteria for each relevant age group. The Academy will consult on its admission arrangements within the School Admissions Code.

11. The Office of the School's Adjudicator will consider the Academy's admission arrangements and make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the Company.

The Office of the School's Adjudicator (OSA) will consider objections to the Academy's admission arrangements before determining them, that

12. A determination of an objection to the Academy and the Company will make a decision as soon as possible.

The OSA will be binding on the Academy and the Company and will make appropriate changes as soon as possible.



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26 February 2015

David Rawson
Hill Dickinson LLP
No.1 St Pauls Square
Liverpool
L3 9SJ

Dear David

Please find enclosed signed hard copy Supplemental Funding Agreements for Hillside Primary School and Litherland High School.

Thank you for your support in converting these schools to academy status. The sponsor, school's Governing Body and the Local Authority's Director of Children's Services should receive a letter confirming the Secretary of State's approval for the conversion. Please let me know if the letter does not arrive for either school.

Yours sincerely

Nicky Ratcliffe
Academy Delivery Unit
Department for Education