

SCHEDULE 1

MODEL SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made the 29<sup>th</sup> January 2015

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) INNOVATION ENTERPRISE ACADEMY

IS SUPPLEMENTARY TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 27 February 2013 (the "Master Agreement").

DEFINITIONS AND INTERPRETATION

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

2. The following words and expressions shall have the following meanings:

"the Academy" means the Widnes Academy to be established at Cholmondeley Street, West Bank, Widnes WA8 0EL.

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

"the Land" means the publicly funded land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) situated at and known as West Bank Primary School, Cholmondeley Street, West Bank, Widnes WA8 0EL of the land that is to be

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transferred to the Academy and registered under Title Numbers  
CH11609, CH11609, CH117367, CH1567 CH362777,  
CH44572, 60418-2, H606855 and CH616928.

1.3 Reference to this Agreement to clauses and Annexes shall, unless  
otherwise stated, refer to clauses and annexes of this Agreement.

## 2 THE ACADEMY

2.1 The Company will establish and maintain, and carry out or 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 under the age of 16  
shall be broad and balanced.

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

## ACADEMY OPENING DATE

2.4 The Academy shall open as a school on 1 February 2015 replacing  
West Bank Primary School which shall cease to be maintained by the Local  
Authority on that date, which date shall be the conversion date within the  
meaning of the Education Act 2010.

2.5 The age range of the Academy is 3 – 11 with a planned capacity of  
210 for pupils of age range 4 – 11.

## ACADEMY OPENING DATE

### **Pupils**

2.6 The relevant clauses of the Master Agreement and Annex B shall only  
apply insofar as relevant provisions of the Children and Families Act 2014  
relating to SEN and disability do not apply to Academies and Free Schools.

## School Meals

Clauses 32 and 33 of the Master Agreement are disapplied and replaced with the following clause 2.7, 2.8 and 2.9

2.7 The Academy Trust must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Academy Trust and as if references to a school maintained by a local authority were to any of its Academies.

2.8 The Academy Trust must comply with school food standards legislation as if its Academies were maintained schools.

2.9 Where the Academy Trust provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

## Curriculum

2.10 The Academy Trust must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at an Academy.

2.11 The Academy Trust must provide for the teaching of evolution as comprehensive, coherent and extensively evidenced theory.

2.12 The Academy Trust must ensure that principles are promoted which support fundamental British values of respect for the basis on which the law is made and applied in England; respect for democracy and support for participation in the democratic processes; support for equality of opportunity for all; support and respect for the liberties of all within the law; and respect for and tolerance of different faiths and religious and other beliefs.

## Governance

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2.13 The Academy Trust must provide to all new or replacement members of the their appointment and, where applicable replaced as soon as is practicable and in appointment.

Secretary of State shall be notified of the name of the member of the Academy Trust; stating the date of their appointment within 14 days of their appointment.

2.14 The Academy Trust must not appoint any new or replacement members until it has first informed them that their names will be shared with the Secretary of State for Education for their suitability.

any new or replacement members of the Academy Trust shall be notified that their names will be shared with the Secretary of State for Education for their suitability to assess their suitability.

**Pupil Premium**

2.15 For each Academy Financial Year on the Academy's website, information about:

Academy Trust must publish the following information:

- i. the amount of Year 7 literacy catch-up premium grant that it will receive during the Academy Financial Year;
- ii. what it intends to spend its Year 7 literacy catch-up premium grant on;
- iii. what it spent its Year 7 literacy catch-up premium grant on in the previous Academy Financial Year;
- iv. the impact of the previous year's Year 7 literacy catch-up premium grant on educational attainment, and how that impact was assessed.

Academy Trust must publish the following information:  
i. the amount of Year 7 literacy catch-up premium grant that it will receive during the Academy Financial Year;  
ii. what it intends to spend its Year 7 literacy catch-up premium grant on;  
iii. what it spent its Year 7 literacy catch-up premium grant on in the previous Academy Financial Year;  
iv. the impact of the previous year's Year 7 literacy catch-up premium grant on educational attainment, and how that impact was assessed.

**3. CAPITAL GRANT**

3.1 Pursuant to clause 38 of the Master Agreement of State may, in his absolute discretion provide capital expenditure funding in accordance with any arrangements he may agree.

the Secretary of State may, in his absolute discretion provide capital expenditure funding in accordance with any arrangements he may agree.

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.

4A NOT USED

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 2022 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 notice of his intention to terminate this Agreement ("Termination Warning Notice") where he considers that:

- a) the Academy is no longer meeting the requirements referred to in clause 12 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;
- e) the safety of pupils or staff is threatened (whether by breakdown of discipline or otherwise); or
- 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) reasons for the Secretary of State's issue of the Termination Warning

Notice;

- b) the remedial measure the Secretary of State requires the Company to carry out, the associated deadlines, in order to rectify the defaults identified (the "Remedial Measure"); and
- c) the date by which the Company must respond to the Termination Warning Notice provided, present concerns with regard thereto or confirm that it accepts and agrees to undertake the Specified Remedial Measures.

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

- a) in the light of the Company's response in response to the Termination Warning Notice or a failure to implement the Specified Remedial Measures are not required (and if so which) and/or the Specified Remedial Measures are to be implemented within the specified timeframes;
- b) subject to any further measures which may be required ("Further Remedial Measures") by a specified date or any evidence he requires before the implementation of such measures has been or will be completed within the specified timeframes; or
- c) he is not satisfied that the Company will rectify the defaults identified in the Termination Warning Notice within the specified timeframes. (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 terminate this Agreement with effect from a specified date if 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 or agrees to undertake the Specified Remedial Measures or providing a representation with regard to the Specified Remedial Measures;

(b) the Company has not carried out the Specified Remedial Measures within the specified timeframes;

provided that nothing considered in clause 5.3(c), the Academy Trust pursuant to clause 5.3(c), 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 to the Company in accordance with section 13(3) of the Education Act 2005 stating that in the opinion of the Chief Inspector of Schools –

- (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 refer to him with any representations within a specified time period.

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

- (a) he has not received any representations from the Company within the time specified in clause 5.7; or
- (b) having considered the representations made by the Company pursuant to clause 5.7, the Secretary of State remains satisfied that it

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is appropriate to terminate this Agreement

may / by notice in writing terminate the Agreement from a date specified in the notice.

shall terminate with effect from a date specified in the notice.

5.8A

(a) Any Governor or member of the Academy who fails to complete any checks required under this Agreement requested by the Secretary of State

shall be deemed to have refused to consent to the Academy's registration as otherwise

(b) If the Secretary of State determines that the Academy Trust is unsuitable,

the Secretary of State may:

the Secretary of State may:

i. direct the Academy Trust to require that the Governor or member resigns or is removed, or the Secretary of State may serve a Termination Notice;

the Secretary of State may require that the Governor or member resigns or is removed, or the Secretary of State may serve a Termination Notice; or

ii. serve a Termination Notice.

5.8B For the purposes of clause 5.8A a Governor or member of an Academy Trust will be "unsuitable" if that Governor or member:

is a Governor or member of an Academy Trust who:

(a) has been convicted of an offence;

(b) has been given a caution in respect of an offence;

has been given a caution in respect of an offence;

(c) is subject to a relevant finding in respect of an offence; or

is subject to a relevant finding in respect of an offence; or

(d) has engaged in relevant conduct, as a result of which, the Secretary of State considers that that Governor or member is unsuitable to take part in the Academy's activities.

considers that that Governor or member is unsuitable to take part in the Academy's activities.

as a result of which, the Secretary of State considers that that Governor or member is unsuitable to take part in the Academy's activities.

5.8C For the purposes of 5.8B:



(a) a Governor or member of the Academy Trust will be subject to a "relevant finding" in respect of an offence if:

(i) that Governor or member has been found not guilty of the offence by reason of insanity;

(ii) that Governor or member has been found to be under a disability and have done the act charged against them in respect of the offence; or

(iii) a court outside the United Kingdom had made a finding equivalent to the description in paragraphs (i) to (ii) above.

(b) "relevant conduct" in relation to a Governor or member of the Academy Trust, will be:

(i) aimed at undermining the fundamental British values of democracy, rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or

(ii) found to be in breach of professional standards by a professional body; or

(iii) so inappropriate that in the opinion of the Secretary of State, it makes that Governor or member unsuitable to take part in the management of the Academy.

### Termination with Immediate Effect

5.9 If the Secretary of State has caused to be served a notice on the Company under section 165 of the Companies Act 2002 and a determination (from which all rights of appeal have been excluded) has been made that the Academy shall be struck off the Register of Independent Schools, he may terminate this Agreement by notice in writing to the Company such termination to take effect from the date of the notice.

### Notice of Intention to Terminate by the Company

5.10 The Secretary of State shall provide the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following Academy Financial Year (the "Indicative Funding"). If the Secretary of State is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "Critical Year") and of the balance of the year, together with all other resources available and likely to be available to the Company, including such funds as are set out in clause 73 of the Master Agreement and such other funds as are and likely to be available to the Company and other academies operated by the Company ("All Other Resources"), it is likely that the cost of running the Academy during the Critical Year will exceed the Company, on the basis of the Indicative Funding, to be made available to the Company (and for this reason only) then the Company may give notice to the Secretary of State to terminate this Agreement at the end of the then current Academy Financial Year.

5.11 Any notice given by the Company under clause 5.10 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year. If the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 5.10 above, then within two weeks after the Secretary of State shall have done so. The notice must specify:

- 5.11.1. the grounds upon which the Company's opinion is based and include the evidence of the grounds and any professional accounting advice which the Company has received and including a detailed statement of the costs 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 the costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken;

5.11.2. the shortfall and All Company the Academy

5.11.3. a detailed during the

5.12 Both parties under or not the cost of running the Company, on the Resources to become to engage in a construction education for the purposes endeavours to agree a

5.13 If no agreement agreed between the parties during the Critical Year Resources would call question shall be referred resolution. The Expert parties. The Expert amount of the shortfall insolvency practitioner educational institution appointment of the President for the time England and Wales. parties.

5.14 The Expert shall account of advice from familiar with the issue the parties fail to agree

the educational specialist shall be  
of the Specialist Schools and  
fees shall be borne equally by  
the Expert determines that the  
Year would cause the Com  
All Other Resources to be  
not have agreed to provide  
then the Company shall  
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shall be given within 21 day  
been given to the parties o  
given written notice of his re  
the Academy to cover the Sp

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nies Trust. The educational  
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additional funding to cover  
entitled to terminate this  
or to the Critical Year. Any  
) the Expert's determination  
ater, the Secretary of State  
provide sufficient additional

**6.2 TERMINATION**

6.2.1 In the event of termination of this  
6.2.2 If the Company ceases to be an Academy within  
1.2.1 of the Academies Act 2010.

6.2.1 In the event however occurring, the  
6.2.2 In the meaning of Sections 1 and

6.2.3 It shall be a breach of clause 6.3 and 6.4, if the  
6.2.4 Pursuant to clause 6.1 of this Agreement, the  
6.2.5 The Company shall notify the Company. If the  
6.2.6 The Company shall otherwise than pursuant to  
6.2.7 The Secretary of State may in his absolute  
6.2.8 The Secretary of State may in his absolute  
6.2.9 The Company shall indemnify or (to such extent as he may in his absolute discretion consider appropriate)

6.2.3 If the Secretary of State terminates this  
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6.2.5 Pursuant to clause 5.1 of this Agreement, the  
6.2.6 The Secretary of State may in his absolute  
6.2.7 The Secretary of State may in his absolute  
6.2.8 The Secretary of State may in his absolute  
6.2.9 The Secretary of State may in his absolute

6.2.10 The amount of any such indemnity shall be determined  
6.2.11 by the Secretary of State having regard to any representations  
6.2.12 made by the Company, and shall be paid at such times and in such  
6.2.13 amounts as the Secretary of State may reasonably think fit.

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6.2.11 by the Secretary of State having regard to any representations  
6.2.12 made by the Company, and shall be paid at such times and in such  
6.2.13 amounts as the Secretary of State may reasonably think fit.

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6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall (where the Secretary of State terminates this Agreement pursuant to clause 5.1) indemnify the Company and may (where the Secretary of State terminates this Agreement pursuant to clause 5.1) indemnify the Company or compensate the Company include (but not by way of limitation), staff payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes; legal and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.6, on the termination of this Agreement (whether occurring, the Company shall in respect of all of its capital assets at the date of termination:

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

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

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6.6 The Secretary of State may waive the 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 purpose 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 public funded land at nil consideration which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Company:

- a) I, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction to be entered on the proprietorship register (under section 71(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) on the following terms:

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

- b) I take any further steps required to ensure that the restriction referred to in clause 6A (a) is entered on the proprietorship register

shall provide the Secretary of State with confidence of the country of the restriction register to in clause 6A(a) as practicable after it receives notification from the Land Registry

in the event that it has registered the restriction to in clause 6A(a), hereby consent to the entering of the restriction in 6A(a) in the register by the Secretary of State under section 2 of the Land Registration Act 2002

shall not, without the consent of the Secretary of State, apply, modify or remove a restriction or cancellation or otherwise entered in accordance with section 6A(a) or 6A(b) of the Land Registration Act 2002 in the name of the Company, its subsidiary company, or its administrator or liquidator or any other person

7 **ANNEX**

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

8 **THE MASTER AGREEMENT**

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

8.2 NOT USED.

9 **GENERAL**

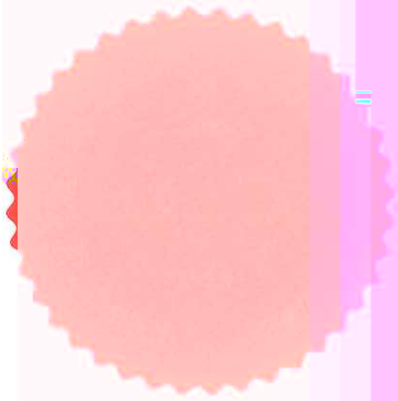
9.1 This Agreement shall not be enforceable by the Company.

9.2 No delay, neglect or forbearance in the part of the Secretary of State in enforcing (in whole or in part) any provision of this Agreement or exercising (in whole or in part) any right or remedy conferred on it by this Agreement shall be or be deemed to be a waiver of such provision.





The Corporate  
is authentic



19 December 2024

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**ANNEX TO THIS SUPPLEMENTAL**

**MENT**

Requirements for the Admission for  
Academy Annex 1

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REQUIREMENTS FOR THE WIDNES

ADMISSION OF PUPILS TO ADEMY

GENERAL

1. This Annex may be amended in writing at any time by agreement between the Secretary of State and the Company.

at any time by agreement between the Secretary of State and the Company.

2. Except as provided in paragraph 2B below the Company shall ensure that all children admitted to the Admissions Code, and the School Admissions Code, and the School Admissions Code for Education ("the Codes") maintained schools and with equalities apply to maintained schools. For this legislation to "admission authorities" s Directors of the Company.

to 2B below the Company shall ensure that all children admitted to the Admissions Code, and the School Admissions Code, and the School Admissions Code for Education ("the Codes") maintained schools and with equalities apply to maintained schools. For this legislation to "admission authorities" s Directors of the Company.

2A The Company is permitted to do (subject to consultation in accordance with section 1.9(f) and 2.4(a) of the Admissions Code) to give priority for admission (but not to be looked after children<sup>1</sup>) to other children the service premium (the pupil premium) Company exercises this freedom, it will arrangements of eligibility for the premium

the admission arrangements of eligibility for the premium (the pupil premium) Company exercises this freedom, it will arrangements of eligibility for the premium

2B For the purposes of applying the only, section 1.9(f) and 2.4(a) of the Admissions Code do not prevent admission, but insofar as they prevent admission, but according to the financial or occupational status of parents or using supplementary forms that ask for

premium admission criteria of the Admissions Code do not prevent admission, but according to the financial or occupational status of parents or using supplementary forms that ask for

- any personal details about their
- whether their parents are serving in the armed forces (of any nationality) in the United Kingdom, and exercising parental care and responsibility for the child in question.

ial status; or armed forces (of any nationality) in the United Kingdom, and exercising parental care and responsibility for the child in question.

3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (L.A.) and the local Fair Access Protocol

graph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (L.A.) and the local Fair Access Protocol

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

annex, the Secretary of State may:

- (a) direct the Company to admit a particular pupil to the Widnes Primary School
- or
- (b) require the Company to include complying with the Admissions Code

particular pupil to the Widnes Primary School include complying with the Admissions Code

<sup>1</sup> As defined in the School Admissions Code.

- Attend a consultation with the Company.
- (b) direct the Company to pay for any costs incurred by the Company in connection with the provision of services to the Company.
- (c) direct the Company to pay for any costs incurred by the Company in connection with the provision of services to the Company.

5. The Company shall ensure that all children<sup>3</sup> will have the right of a fair hearing if they are dissatisfied with a decision made by the Appeal Panel. The Department for Education will be responsible for the provision of schools. The Department for Education will be responsible for the provision of schools.

**Relevant Area**

6. Subject to paragraph 7, the local authority shall be required to provide for the admission of children in the relevant area in accordance with the Education Act 1999.

7. If the local authority does not maintain a school in the relevant area, the Secretary of State may direct the local authority to maintain a school in the relevant area. The Secretary of State may direct the local authority to maintain a school in the relevant area.

**Requirement to admit pupils**

8. Pupils on the register of the relevant school will be offered a place at the relevant school if they are already registered at the relevant school.

9. The Company shall:

<sup>2</sup> Local authorities are required to issue a school place to a child who is registered at a school. The local authority shall be required to issue a school place to a child who is registered at a school.

<sup>3</sup> relevant children' means children who are of compulsory school age and who are registered at a school. The local authority shall be required to issue a school place to a child who is registered at a school.

**Oversubscription criteria determination and objectives**

10. The Academy admission criteria, and an admission arrangement, the Company will consult on the determination of them in line with the Code.

11. The Office of the Schools Admissions (OSA) will ensure that the Academy's admission arrangements are clear, when determining objections should be submitted.

12. A determination of an Academy and the Company will be made where possible.

**Model**

the Secretary of State will consult with a state-aided Academy;

admission criteria will be published after consultation with the relevant bodies.

**Member, consultation**

arrangements will include consultation with relevant age groups, admission arrangements within the School.

The OSA will consult with the Company and the Academy's admission arrangements.

The OSA will be responsible for making appropriate changes.

<sup>4</sup> 'Relevant age group' means 'not below Year 7 and not above Year 12'.

<sup>5</sup> The OSA has no jurisdiction to make arrangements set out in paragraphs 2A and 2B.