SCHEDULE 1

SUPPLEMENTAL FUNDING AGREEMENT

THIS AGREEMENT made 25 JULY 2012

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION; and

(2) GREENWOOD ACADEMIES TRUST

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 30 June 2009 as varied by deed of variations dated 27 August 2009, 25 August 2010 and 16 JULY 2012 (the "**Master Agreement**" (the "**Master Agreement**").

1 **DEFINITIONS AND INTERPRETATION**

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

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

"Academy" means City of Peterborough Academy to be established at Reeves Way, Peterborough, Cambridgeshire, PE1 5LQ;

"Academy Funding Year" means the year from 1st September to 31st August in any year or such other period as the Secretary of State may from time to time specify in writing to the Company;

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

"Control' in relation to a body corporate ('Entity') means either the legal or beneficial ownership of 30 per cent or more of the issued shares in the Entity ordinarily having voting rights or the power of a person ('A') otherwise to secure –

(a) either by means of the holding of shares in that Entity or having an interest conferring voting rights at general meetings of the membership of that Entity or of any other body corporate;

(b) by virtue of any powers conferred by the articles of association or other document regulating that Entity or any other Entity or partnership including, without limitation, the power to appoint or remove a majority of the governing body thereof, or

(c) by virtue of any agreement, understanding or arrangement between any person or persons,

that the affairs of the first-mentioned Entity are conducted in accordance with the wishes of A and 'Control' shall be construed accordingly;

'Development Agreement' means the Agreement between the Company and The Council of the City of Peterborough to develop the Land for the use as the permanent site of the Academy;

"Land" means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as City of Peterborough Academy, Reeves Way, Peterborough, PE1 5LQ as edged in blue on the attached plan at Annex 2 to this Agreement, and the Company's leasehold interest in which is to be registered with the Land Registry upon entry into the Lease, making up the permanent site of the Academy;

"Lease" means the leasehold agreement between the Company and The Council of the City of Peterborough ("the Landlord") in respect of the Land;

"Licence" means the licence entered into between the Company and The Council of the City of Peterborough pursuant to the Development Agreement in respect of the land (including for the avoidance of doubt all buildings, structures, landscaping and other erections) situated at Reeves Way, Peterborough, PE1 5LQ;

"SENCO" means Special Educational Needs Co-ordinator;

"Start-up period" means up to a maximum of 7 Academy Funding Years and covers the period up to and including the first Academy Funding Year in which all age groups are present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present).

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

2 THE ACADEMY

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

2.2 The curriculum provided by the Academy to pupils up to 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.

2.4 The Company shall publish information in relation to its current curriculum provision. Such information shall include details relating to

a) the content of the curriculum;

b) its approach to the curriculum;

c) the GCSE options (and other Key Stage 4 qualifications) offered by the Academy; and

d) how parents (including prospective parents) can obtain further information in relation to the Academy's curriculum.

2.5 The Company shall not make provision in the context of any subject for the teaching, as an evidence-based view or theory, of any view or theory that is contrary to established scientific and/or historical evidence and / or explanations.

2.6 The Company shall ensure that principles are promoted which support fundamental British values, including: 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.

2.7 The Company agrees to act in accordance with Sections 406 (Political Indoctrination) and 407 (Duty to secure balance treatment of political issues) of the Education Act 1996 as if it were a maintained school, subject to the following modifications:

a) references to any maintained school shall be treated as references to the Academy;

b) references to registered pupils shall be treated as references to registered pupils at the Academy;

c) references to the governing body or the local authority shall, in each case, be treated as references to the Company; and

d) references to the head teacher shall, in each case, be treated as references to the Principal of the Academy.

2.8 The Secretary of State may, by notice in writing to the Company, require the Company, in relation to the Academy, in the event that it is selected by the relevant international organisation, as part of a national sample of schools, to participate in an international education survey and the Company shall, upon receipt of such notice, participate in that survey and provide to the Secretary of State or to those carrying out the survey all such assistance and information as may reasonably be required for the purposes of the Academy's participation in that survey.

2.9 The Company shall publish in each Academy Financial Year information in relation to:

a) the amount of Pupil Premium allocation that it will receive during that Academy Financial Year;

b) on what it intends to spend the Pupil Premium allocation;

c) on what it spent its Pupil Premium in the previous Academy Financial Year;

d) the impact in educational attainment, arising from expenditure of the previous Academy Financial Year's Pupil Premium.

ACADEMY OPENING DATE

2.10 The Academy shall open as a school on 1 September 2013.

2.11 The planned capacity of the Academy is 1,100 in the age range 11 - 19, including a sixth form of 200 places.

3 **CAPITAL GRANT**

3.1 Pursuant to clause 62 of the Master Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements 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 2019 or any subsequent anniversary of that date.

5.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 9.2.2 of this Agreement, or that the conditions and requirements set out in clauses 13 – 59B of the Master Agreement (where such conditions and requirements are not varied by this Agreement) and / or in clauses 2.2 – 2.9, 9.2.4, 9.2.6, 9.2.8 – 9.2.9, 9.2.11, 9.2.13 – 9.2.14, 9.2.16, 9.2.19. 9.2.20, 9.2.22 – 9.2.23, 9.2.25 and 9.2.27 of this Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

5.3 Any such notice shall be in writing and shall:

5.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 9.2.2 of this Agreement or is not meeting the conditions and requirements of clauses 13 – 59B of the Master Agreement (where such conditions and requirements are not varied by this Agreement) and / or in clauses 2.2 – 2.9, 9.2.4, 9.2.6, 9.2.8 – 9.2.9, 9.2.11, 9.2.13 – 9.2.14, 9.2.16, 9.2.19. 9.2.20, 9.2.22 – 9.2.23, 9.2.25 and 9.2.27 of this Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

5.3.2 specify the measures needed to remedy the situation or breach;

5.3.3 specify a reasonable date by which these measures are to be implemented; and

5.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.

5.4 If no response is received by the date specified in accordance with clause 5.3.4, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

5.5 If a response is received by the date specified in accordance with clause 5.3.4, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:

5.5.1 he is content with the response and/or that the measures which he specified are being implemented; or

5.5.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or

5.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.

5.6 In the circumstances of clause 5.5.3 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Local Governing Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 9.2.2 of this Agreement or does not and will not meet the conditions and requirements set out in clauses 13 – 59B of the Master Agreement (where such conditions and requirements are not varied by this Agreement) and / or in clauses 2.2 – 2.9, 9.2.4, 9.2.6, 9.2.8 – 9.2.9, 9.2.11, 9.2.13 – 9.2.14, 9.2.16, 9.2.19. 9.2.20, 9.2.22 – 9.2.23, 9.2.25 and 9.2.27 of this Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

5.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 5.6 may be shortened to a period deemed appropriate by the Secretary of State.

5.8 The Secretary of State shall, at a date preceding the start of each Academy Financial Year, provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following Academy Financial Year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "**Critical Year**") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 73 of the Master Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.9 Any notice given by the Company under clause 5.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 5.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

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

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

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

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

5.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the "**Expert**") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the "**Shortfall**"). The Expert shall be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.

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

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

5.14 If the Company shall have given notice to terminate the Agreement under 5.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons as directors of the Company in accordance with the Articles.

5.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 1 of the Academies Act 2010.

5.16 A "Special Measures Termination Event Occurs" when:

5.16.1 the Chief Inspector gives a notice to the Company in accordance with section 13(3) of the Education Act 2005 (the "Special Measures Notice") stating that in his opinion special measures are required to be taken in relation to the Academy; and

5.16.2 the Chief Inspector carries out a subsequent inspection of the Academy in accordance with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

5.16.3 the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and

5.16.4 the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.

5.17 If a Special Measures Termination Event occurs, the Secretary of State may:

5.17.1 by notice in writing to the Company terminate this Agreement forthwith; or

5.17.2 subject to clause 123 of the Master Agreement, appoint such Further Directors to the Company as he thinks fit in accordance with the Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement.

5.18 In the event that the Secretary of State appoints Further Directors in accordance with clause 5.17.2, the Company must, upon the request of the Secretary of State, procure the resignation of the Directors appointed in accordance with Article 50 of the Articles of Association.

5.19 Not used.

5.20 If, following the exercise of the Secretary of State's powers to appoint Additional Directors or Further Directors, pursuant to the Articles of Association the Members pass an ordinary or special resolution to remove one or more of those Additional or Further Directors appointed by the Secretary of State, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement or, as the Secretary of State may in his absolute discretion decide any of the Supplemental Funding Agreements.

5.21 Following the Members passing a resolution as described in clause 5.20, the Secretary of State's right to terminate this Agreement under clause 5.20 shall cease if he removes one or more Additional Directors or Further Directors and fails to replace at least one Additional Director or Further Director within the 30 days of their removal resulting in there being no remaining Additional Director or Further Director on the governing body of the Company.

Change of Control of the Company

5.22 The Secretary of State may at any time by notice in writing, subject to clause 5.24 below, terminate this Agreement forthwith (or on such other date as he may in his absolute discretion determine) in the event that there is a change:

(a) in the Control of the Company;

(b) in the Control of a legal entity that Controls the Company.

Provided that where a person ('P') is a member or director of the body corporate (as a corporation sole or otherwise) by virtue of an office, no change of Control arises merely by P's successor becoming a member or director in P's place.

5.23 The Company shall, as soon as it is reasonably practicable to do so after it has become aware of any change or proposed change of Control within the meaning of clause 5.22, give written notice to the Secretary of State of such change or proposed change of Control.

5.24 When notifying the Secretary of State further to clause 5.23, the Company may seek the Secretary of State's agreement that, if he is satisfied that the person assuming Control is suitable, he will not in those circumstances exercise his right to terminate this Agreement further to clause 5.22.

Academy Site

5.25 Not used.

5.26 If at any time after the signing of this Agreement but prior to the opening of the Academy, the Secretary of State is of the view that:

1. the Academy would, on opening, provide an unacceptably low standard of education; or

2. the safety of pupils or staff at the Academy would, on opening, be threatened; or

3. the staff employed at the Academy are unsuitable; or

4. the buildings and other structures on the land held under the Licence are unsuitable;

he may in writing either:

(a) require the Company (i) not to open the Academy; and/or (ii) not to admit pupils of a particular age range, to be determined by the Secretary of State; and/or (iii) not to use any building or other structure on the land held under the Licence until such time as the relevant matter or matters listed in 1. to 4. above has or have been resolved to the Secretary of State's satisfaction; or

(b) terminate this Agreement forthwith or provide such notice as he deems appropriate in the circumstances to terminate this Agreement.

5.27 If, prior to the Company taking a leasehold interest in the Land, the Secretary of State is of the view that:

1. the safety of pupils or staff at the Academy would be threatened; or

2. the buildings and other structures on the Land are unsuitable including, but not limited to the requirement for any Building Regulations approval to have been obtained, if appropriate;

he may in writing either:

(a) require the Academy Trust not to use any building or other structure on the Land until such time as the relevant matter or matters listed in 1. to 2. above has or have been resolved to the Secretary of State's satisfaction; or

(b) terminate this Agreement forthwith or provide such notice as he deems appropriate in the circumstances to terminate this Agreement

5.28 If the Company has not entered into the Development Agreement by 31/07/2012, the Secretary of State may by notice terminate this Agreement forthwith or may provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement.

5.29 If the Company has not entered into the Lease by 31/10/2014, the Secretary of State may by notice terminate this Agreement forthwith or may provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement.

6 EFFECT OF TERMINATION

6.1 In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Section 1A of the Academies Act 2010.

6.2 Subject to clause 6.3, if the Secretary of State terminates this Agreement for reasons other than that a Special Measure Termination Event occurs, the Academy no longer has the characteristics set out in clause 9.2.2 of this Agreement, or is no longer meeting the conditions and requirements set out in clauses 13 – 59B of the Master Agreement (where such conditions and requirements are not varied by this Agreement) and / or in clauses 2.2 – 2.9, 9.2.4, 9.2.6, 9.2.8 – 9.2.9, 9.2.11, 9.2.13 – 9.2.14, 9.2.16, 9.2.19. 9.2.20, 9.2.22 – 9.2.23, 9.2.25 and 9.2.27 of this Agreement or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

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

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

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

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

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

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

a) The Company obtains his permission to invest the proceeds of sale for its charitable objects; or

b) The Secretary of State directs all or part of the repayment to be paid to the L A.

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

7 LAND

Debt

7.1 Not used.

7.2 Not used.

7.3 Not used.

7.4 Not used.

Restrictions on Land transfer

7.5 The Company:

a) shall, within 28 days from the entry into of the Lease, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in 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) shall take any further steps required to ensure that the restriction referred to in clause 7.5(a) is entered on the proprietorship register,

c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 7.5(a) as soon as practicable after it receives notification from the Land Registry,

d) in the event that it has not registered the restriction referred to in clause 7.5(a), hereby consents to the entering of the restriction referred to in 7.5(a) in the register by the Secretary of State (under s. 43(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 restriction entered in accordance with clause 7.5(a) or 7.5(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

Obligations of the Company

7.6i The Company shall keep the Land clean and tidy and make good any damage it causes to the Land and / or any deterioration to the condition of the Land that may arise from the date of this Agreement, save that the Company shall ensure that any actions undertaken in compliance with this clause shall be consistent with the terms of the Lease and / or the Licence. In compliance with this clause, the Company shall not do or cause or permit to be done anything which might reasonably be expected to materially lessen the value or marketability of the Land save with the express written consent of the Secretary of State.

7.6ii The Company shall observe and comply with its obligations under the Lease and/ or Licence and shall promptly enforce its rights against the Landlord.

7.6iii The Company agrees it shall seek and obtain the prior written consent of the Secretary of State, not to be unreasonably withheld or delayed before taking any steps to:

a) terminate, vary, surrender or dispose of the Lease and / or the Licence; and / or

b) grant any consent or licence in respect of the Land or any part of it; and / or

c) create or permit to arise or continue any encumbrance affecting the Land or any part of it; and / or

d) part with or share possession or occupation of the Land or any part of it (save in respect of sharing with City of Peterborough Academy Special School); and / or

e) enter into any onerous or restrictive obligations affecting the Land or any part of it.

7.6iv. The Company agrees that prior to the variation or waiver of any condition under the Development Agreement, it shall seek and obtain the written consent of the Secretary of State, such consent not to be unreasonably withheld, subject to the Company providing the Secretary of State with all relevant information required to consider any request for consent.

7.6v The Company shall, within 14 days of the occurrence of any breach of condition of, failure to comply with any condition of, or dispute as to the terms of the Development Agreement, notify the Secretary of State giving full particulars of the same and setting out what steps it intends to take to rectify such breach, failure or to resolve such dispute and shall consult with and have regard to any representations made by or on behalf of the Secretary of State and shall not take any action that would prejudice or adversely affect the rights and powers of the Secretary of State.

Insurance

7.7 The Company shall, save where the terms of the Lease and / or the Licence provide for the Landlord to obtain insurance in respect of the Land:-

a) in accordance with the Lease and / or the Licence, keep the Land insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Company is advised represents the reinstatement value of the Land from time to time;

b) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;

c) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like apply the proceeds of the policy or policies of the insurance received for those purposes in rebuilding and reinstating the Land (provided that this clause should be satisfied if the Company provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;

d) produce to the Secretary of State a copy of the insurance policy or policies required to be maintained in accordance with the Lease and / or the Licence whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

e) not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable.

f) insure against liability in respect of property owners' and third party risks including occupiers liability.

Transfer of Land on Termination of Agreement

7.8 Upon entering into of the Lease, the Company will grant (and the Secretary of State hereby accepts) an option, exercisable by the Secretary of State or his nominee, to acquire the said Land at nil consideration. The option hereby granted shall be exercisable (by notice in writing by or on behalf of the Secretary of State) on the termination of this Funding Agreement for whatever cause. On the exercise of this option, the Law Society's Standard Conditions of Sale for Commercial Property in force at the date of such exercise shall apply to the transaction and completion shall take place 28 days after such exercise.

7.9 In order to protect the option granted under clause 7.8, the Company:

a) shall, within 14 days from the transfer to it of the Land, apply to the Land Registry in Form AN1 as prescribed by Rule 81 of the Land Registration Rules 2003 for a notice to be entered in the register (under section 34(3)(a) of the Land Registration Act 2002) to protect the option granted under clause 7.8 and including a copy of this Agreement as evidence of that option.

b) shall take any further steps required to ensure that the notice referred to in clause 7.9(a) is entered on the proprietorship register,

c) shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 7.9(a) as soon as practicable after it receives notification from the Land Registry,

d) in the event that it has not registered the notice referred to in clause 7.9(a), hereby consents to the entering of the notice referred to in 7.9(a) in the register by the Secretary of State (by application in Form UN1 under s. 34(3)(b) of the Land Registration Act 2002),

e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a notice entered in accordance with clause 7.9(a) or 7.9(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

f) in the case of previously unregistered land, for the further protection of the option granted in clause 7.8 the Company shall within 14 days of the signing of this Agreement make application to register a Class C (iv) land charge in the Land Charges Registry and a Caution against First Registration in the Land Registry and shall provide the Secretary of State with copies of the entries secured thereby within 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 obligations in this sub-clause he shall be at liberty to make his own applications to secure these registrations.

Legal Charge

7.10 Not used.

7.11 Not used.

Sharing of the Land

7.12 Not used.

Exercise of Rights

7.13 Not used.

7.14 Not used.

7.15 Not used.

Payment of Debt

7.17 Not used.

Provision of Information in respect of the Land

7.18 i) If the Company is in material breach of the provisions of the Lease and / or the Licence or if it is reasonably foreseeable that the Company will be in material breach of the Lease and / or the Licence, the Company shall forthwith give written notice to the Secretary of State specifying the exact nature of the material breach or reasonably foreseeable material breach and such notice shall set out the steps taken or to be taken by the Company to remedy the material breach or reasonably foreseeable material breach and, where appropriate, shall include the timescales relating to any remedial action.

ii) The Company will at its own cost provide all information reasonably required by the Secretary of State in respect of any material breach or reasonably foreseeable material breach.

7.19 Following the receipt by the Secretary of State of the written notice under clause 7.18, the Company shall permit the Secretary of State to take all such steps in conjunction with or instead of the Company as may be necessary to remedy or prevent the material breach referred to in the said notice. The Company shall, in such circumstances, use its best endeavours to assist the Secretary of State to remedy or prevent such material breach.

7.20 (i) The Company shall, within 14 days of receiving any order, notice, proposal, demand or any other requirement affecting the ability of the Company to use the Land for the purposes of the Academy from any competent authority (including the Landlord), give full particulars by written notice to the Secretary of State and deliver to the Secretary of State copies of such documents as he may require. Such notice shall state what steps, if any actions are required, the Company intends to take in response to the order, notice, proposal, demand or other requirement affecting the Land.

7.20 (ii) The Company will at its own cost provide all information reasonably required by the Secretary of State in respect of order, notice, proposal, demand or any other requirement affecting the Land as referred to in clause 7.20(i).

7.21 Following the receipt by the Secretary of State of the written notice under clause 7.20(i), the Company shall permit the Secretary of State to take all steps in conjunction with or instead of the Company as may be necessary to comply with any order, notice, proposal, demand or other requirement affecting the Land referred to in the said notice. The Company shall, in such circumstances, use all reasonable endeavours to assist the Secretary of State to take the appropriate required steps.

8 ANNEX

8.1 The Annexes to this Agreement form part of and are incorporated into this Agreement.

9 THE MASTER AGREEMENT

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

9.2 Where expressly stated, the following amendments to provisions within the Master Agreement apply to this Academy:

9.2.1 Clause 12 of the Master Agreement does not apply and is replaced by clause 9.2.2.

9.2.2 The characteristics of the Academy are as set down in section 1A of the Academies Act 2010.

9.2.3 Clause 13 of the Master Agreement does not apply and is replaced by clause 9.2.4.

9.2.4 Other conditions and requirements in respect of the Academy are that:

a) the school will be at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community;

b) there will be assessments of pupils performance as they apply to maintained schools and the opportunity to study for relevant qualifications, subject to clause 9.2.27(d);

c) the admissions policy and arrangements for the school will be in accordance with admissions law, and the DfE Codes of Practice, as they apply to maintained schools;

d) teachers' levels of pay and conditions of service for all employees will be the responsibility of the Company;

e) there will be an emphasis on the needs of the individual pupils including pupils with SEN, both those with and without statements of SEN; and

f) there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge.

9.2.5 Governance: Clause 15 of the Master Agreement does not apply and is replaced by clause 9.2.6.

9.2.6 The Company shall establish, for the Academy, an Advisory Body, whose role shall be to provide advice to the Company in relation to the functioning of the Academy. The role of the Advisory Body and the membership of it shall be for the Company to decide, but the Company will, as a minimum, ensure that:

a) a minimum of two parents of pupils at the Academy (to be elected by the parents of registered pupils of the Academy) shall be a member of the Advisory Body;

(b) any advice of the Advisory Body is brought to the attention of the Directors of the Company; and

c) to the extent that the Company may, in accordance with the Articles, choose to establish a Local Governing Body, then the Company may additionally constitute the Advisory Body as the Academy's Local Governing Body.

9.2.7 Clauses 17, 19, 20 and 21 of the Master Agreement; (Pupil well-being, school development plan, target setting) do not apply and are replaced by clause 9.2.8 and 9.2.9.

9.2.8 The Company shall comply with the requirements of paragraph 4 of the Schedule to the Education (Independent School Standards) (England) Regulations 2010 (as amended) in relation to carrying out enhanced criminal records checks, obtaining enhanced criminal records certificates and making any further checks, as required and appropriate for members of staff, supply staff, individual Directors and the Chair of the Local Governing Body.

9.2.9 The Company shall, on receipt of information from the Criminal Records Bureau in response to an application for an enhanced criminal record certificate, on request from the Secretary of State or his agents, as soon as possible thereafter submit such information to the Secretary of State in accordance with section 124 of the Police Act 1997.

9.2.10 Clause 22 of the Master Agreement does not apply and is replaced by clause 9.2.11.

9.2.11 The Academy will be an all ability inclusive school whose requirements for:

a) the admission of pupils to the Academy are set out in Annex A to this Agreement;

b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex B to the Master Agreement;

c) pupil exclusions are set out in regulations made by virtue of section 51A of the Education Act 2002 (as may be amended or modified from time to time, and includes any successor provision(s)).

9.2.12 Clauses 23 and 24 do not apply and are replaced with clauses 9.2.13 and 9.2.14.

9.2.13 Subject to clause 9.2.14, the Company shall, in accordance with any guidance which the Secretary of State may issue on the qualifications of teaching and other staff in Academies, employ anyone it deems is suitably qualified or is otherwise eligible under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils.

9.2.14 Clause 9.2.13 does not apply to anyone who (a) is appointed as the SENCO by the Company under section 317(3A) of the Education Act 1996, who must meet the requirements set out in Regulation 3 of the Education (Special Educational Needs Co-ordinators) (England) Regulations 2008 (SI 2008/2945); or (b) is appointed as a designated teacher for looked after children further to clause 18 of the Master Agreement.

9.2.15 Clause 26 of the Master Agreement does not apply and is replaced by 9.2.16.

9.2.16 The Company shall ensure that all employees at the Academy other than teachers ("Non-teaching Staff") have access to either the Local Government Pension Scheme in accordance with the Local Government Pension Scheme (Administration) Regulations 2008 [SI 2008/239] ("the Regulations"), where the Regulations require this, or such other pension benefits as those Regulations, or any legislation which may in the future replace the Regulations, require for Non-teaching staff.

9.2.17 Clauses 27 and 29-33 of the Master Agreement (Meetings of Directors and 14-19 entitlement) do not apply.

9.2.18 Clauses 34 – 37 of the Master Agreement (Curriculum) do not apply and are replaced by clause 9.2.19 and 9.2.20.

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

9.2.20 The Company shall ensure that the broad and balanced curriculum includes English, Mathematics and Science.

9.2.21 Clauses 39, 40 and 41 of the Master Agreement shall not apply and are replaced by clause 9.2.22 and 9.2.23.

9.2.22 Where the Academy has not been designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998:

a) subject to clause 41 of the Master Agreement, the Company shall ensure that provision shall 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) subject to clause 41 of the Master Agreement, the Company shall ensure that the Academy complies with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community or foundation school which does not have a religious character, except that the provisions of paragraph 4 of that Schedule do not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule, the Secretary of State's consent to such an application not to be unreasonably withheld or delayed.

c) the Company:

i) agrees that before making an application pursuant to the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003 for the Academy to be designated as a school with religious character it shall seek the prior written consent of the Secretary of State;

ii) hereby acknowledges that the Secretary of State may in his absolute discretion refuse or consent to the Company making such an application.

9.2.23 Section 71(1) – (6) and (8) of the School Standards and Framework Act 1998 shall apply as if each Academy were a community, foundation or voluntary school, and as if references to "religious education" and to "religious worship" in that section were references to the religious education and religious worship provided by each Academy in accordance with clause 9.2.22.

9.2.24 Clause 42 of the Master Agreement does not apply and is replaced with clause 9.2.25.

9.2.25 The Company shall have regard to any guidance issued by the Secretary of State, further to section 403 of the Education Act 1996, on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children. The Company shall also have regard to the requirements set out in section 405 of the Education Act 1996 which shall apply to the Academy as if it were a maintained school.

9.2.26 Clauses 43-51 of the Master Agreement (Assessment and crisis management plan) do not apply and are replaced by clause 9.2.27.

9.2.27 The Secretary of State will notify the appropriate body for assessment purposes about each Academy:

a) The Company shall ensure that the Academy complies with any guidance issued by the Secretary of State from time to time to ensure that pupils take part in assessments and in teacher assessments of pupil's performance as they apply to maintained schools.

b) The Company shall report to any body on assessments under this clause 9.2.27 as the Secretary of State shall prescribe and shall provide such information as may be required by that body as applies to maintained schools.

c) In respect of all Key Stages, the Company will submit the Academy to monitoring and moderation of its assessment arrangements as prescribed by the Secretary of State.

d) The Company may not offer courses at the Academy which lead to external qualifications, unless the Secretary of State gives specific approval for such courses.

9.2.28 Clause 55 of the Master Agreement (school meals) does not apply.

9.2.29 Clauses 57-59B of the Master Agreement (provision of information to parents and others) do not apply.

9.2.30 Clause 63 of the Master Agreement (Capital Grant) does not apply and is replaced by clause 9.2.31.

9.2.31 Where the Academy is to open in new premises, or where existing premises are to be substantially refurbished or remodelled to enable the Academy to open in such premises, the Secretary of State, may, in his absolute discretion be responsible for meeting the incurred Capital Expenditure for the Academy. To that end, the Secretary of State will consider providing funding in accordance with any arrangements as he considers appropriate.

9.2.32 Clause 65 of the Master Agreement (Capital Grant) shall apply subject to the following addition: (c) any other conditions that the Secretary of State may specify.

9.2.33 Clause 66 of the Master Agreement (Capital Grant) does not apply and is replaced by clause 9.2.34.

9.2.34 Capital Grant will be paid by the Secretary of State to the Company on the basis of claims for grant submitted to the Secretary of State in the notified format with supporting invoices and certificates as required by the Secretary of State. If a dispute arises as to whether a claim is or is not acceptable both parties undertake to attempt to resolve it in good faith. In the event of such a dispute, the Secretary of State shall pay to the Company so much of the claim as shall not be in dispute.

9.2.35 Clauses 67 to 68D of the Master Agreement do not apply.

9.2.36 Clause 69 of the Master Agreement (General Annual Grant) does apply subject to the following amendment: (g) insurance, provided that the Secretary of State shall not be obliged to pay GAG in relation to insurance to the extent that insurance and/or comparable arrangements are made available to the Company (whether at a cost to the Company or otherwise and whether made available by and/or on behalf of the Secretary of State or otherwise) save that, to the extent that such insurance and/or comparable arrangements as may be made available constitute a cost for the Company, the Secretary of State shall provide a contribution through GAG in relation to such cost;

9.2.37 Clauses 70 to 79 of the Master Agreement (General Annual Grant) do not apply and are replaced by clauses 9.2.38 to 9.2.45.

9.2.38 Subject to clauses 9.2.44 – 9.2.45, GAG for each Academy Funding Year for the Academy will include:

a) Funding equivalent to that which would be received by a maintained school with similar characteristics, determined by the Secretary of State and notified in the Annual Letter of Funding or its equivalent, taking account of the number of pupils at each Academy;

b) Funding for the cost of functions which would be carried out by the local authority if each Academy were a maintained school, such funding to be determined at the discretion of the Secretary of State;

c) Funding for matters for which it is necessary for the relevant Academy to incur extra costs, to the extent that those costs are deemed in the discretion of the Secretary of State to be necessary; and

d) Payments equivalent to further, specific grants made available to maintained schools, where the relevant Academy meets the requisite conditions and criteria_necessary for a maintained school to receive these grants, such payments to be at the discretion of the Secretary of State.

9.2.39 Subject to clause 9.2.40, the basis of the pupil number count for the purposes of determining GAG for an Academy Funding Year for an Academy will be the Company's estimate each November for numbers on roll in the following September for the Academy, such estimate to be based on an objective assessment of pupil numbers.

9.2.40 Once the condition specified in clause 9.2.41 has been satisfied with respect to an Academy for the Academy Funding Year for which funding is being calculated, the basis of the pupil number count for the purpose of determining GAG for that Academy will be:

a) for the pupil number count for pupils in Year 11 and below, the Schools Census for the January preceding the Academy Funding Year in question;
and

b) for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers for pupils in Year 12 and above for the purpose of calculating their level of funding.

9.2.41 For the purpose of clause 9.2.40, the condition is satisfied when all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present.

9.2.42 For any Academy Funding Year in which GAG for an Academy has been calculated in accordance with clause 9.2.39, an adjustment will be made to the following Academy Funding Year's formula funding element of GAG for the Academy to recognise any variation from that estimate greater than or lower than 2.5%. The additional or clawed-back grant will be only that amount relevant to the number of pupils beyond the 2.5% variation.

9.2.43 For any Academy Funding Year in which GAG for an Academy is calculated in accordance with clause 9.2.40, no adjustment will be made to the equivalence funding element in the following Academy Funding Year's equivalence funding element of GAG unless the Company demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on costs, such as an extra class. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the Annual Letter of Funding or its equivalent.

9.2.44 The Secretary of State may pay further grant in the Start-up period, as determined and specified by him, for costs which cannot otherwise be met from GAG.

9.2.45 The Secretary of State recognises that if he serves notice of intention to terminate this Agreement, the intake of new pupils during the notice period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Academy's needs during the notice period. In those circumstances, the Secretary of State may undertake to pay a reasonable and appropriately larger GAG with respect to that Academy or those Academies in the notice period than would be justified solely on the basis of the methods set out in clauses 69 of the Master Agreement and clauses 9.2.38 to 9.2.43 of this Agreement, in order to enable the Academy to operate effectively.

9.2.46 Clause 89 and 90 of the Master Agreement do not apply.

9.2.47 Clause 92 of the Master Agreement does not apply.

9.2.48 Clause 95 of the Master Agreement does not apply and is replaced with clause 9.2.49.

9.2.49 The formal budget plan must be approved each Academy Financial Year by the Directors of the Company.

9.2.50 Clause 96 of the Master Agreement does not apply and is replaced by clause 9.2.51.

9.2.51 Any payment of grant by the Secretary of State in respect of the Academy is subject to his being satisfied as to the fulfilment by the Company of the following conditions:

a) in its conduct and operation it shall apply financial and other controls which conform to the requirements both of propriety and of good financial management;

b) arrangements have been made to maintain proper accounting records and that statements of income and expenditure and balance sheets may be produced in such form and frequency as the Secretary of State may from time to time reasonably direct;

c) in addition to the obligation to fulfil the statutory requirements referred to in sub-clause f) below, the Company shall prepare its financial statements, Directors' report, Annual Accounts and its Annual Return for each Academy Financial Year in accordance with the Statement of Recommended Practice as if the Company was a non-exempt Charity and/or in such form or manner and by such date as the Secretary of State may reasonably direct and shall file these with the Secretary of State and the Principal Regulator each Academy Financial Year;

d) a statement of the accounting policies used should be sent to the Secretary of State with the financial statements and should carry an audit report stating that, in the opinion of the auditors, the statements show a true and fair view of the Company's affairs and that the grants were used for the purposes intended;

e) the Company shall ensure that its accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of State;

f) the Company prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 2006;

g) the Company shall publish on its website its Annual Accounts, Annual Report, Memorandum and Articles of Association, Funding Agreement and a list of the names of the Directors of the Company;

h) the Company insures or procures insurance by another person of its assets in accordance with normal commercial practice or under the terms of the lease of the relevant Academy;

9.2.52 Clauses 100 to 103 of the Master Agreement do not apply and are replaced with clause 9.2.53 to 9.2.58.

9.2.53 At the beginning of any Academy Financial Year the Company may hold unspent GAG for any Academy from previous Academy Financial Years amounting to such percentage (if any) as the Secretary of State may specify by notice in writing to the Company prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. The Company shall use such carried forward amount for such purpose, or subject to such restriction on its use, as the Secretary of State may specify by notice in writing to the Company.

9.2.54 Notwithstanding clause 9.2.53 any additional grant provided over and above that set out in clauses 9.2.38 – 9.2.43 and made in accordance with clauses 9.2.44 – 9.2.45 may be carried forward without limitation or deduction until the Start-up Period or the circumstances set out in clause 9.2.45 come to an end.

9.2.55 Any savings of GAG not allowed to be carried forward under clauses 9.2.53 – 9.2.56 will be taken into account in the payment of subsequent grant.

9.2.56 If the Secretary of State pays grant not including GAG to the Company on condition either that such grant be used for a particular purpose or purposes or that such grant be used by a certain date, any failure on the part of the Company to use such grant for such a purpose or purposes or by such date may be taken into account by the Secretary of State either:

(a) in the same Academy Funding Year that such grant is paid to the Company; or

(b) in the calculation and/or payment of any subsequent grant to the Company; or

(c) by an adjustment to the GAG paid by the Secretary of State to the

Company in the following Academy Funding Year or Academy Funding Years.

9.2.57 If the Secretary of State or his agents pay any grant to the Company which includes an amount to cover the VAT which will be payable by the Company in using any such grant for the purposes intended, the Company shall, having paid the VAT to a third party for any goods or services it has purchased from such a third party, where entitled, promptly and, in any event, as soon as is reasonably practicable, submit a VAT reclaim application to Her Majesty's Revenue and Customs (HMRC) in respect of such VAT payment. Any failure, on the part of the Company, to submit a VAT reclaim application to HMRC or repay the amount recouped to the Secretary of State as soon as reasonably practicable following the receipt of any such payment from HMRC may be taken into account by the Secretary of State either:

(a) in the same Academy Funding Year that any such grant is paid to the Company; or

(b) in the calculation and/or payment of any subsequent grant to the Company; or

(c) by an adjustment to the GAG paid by the Secretary of State to the Company in the following Academy Funding Year or Academy Funding Years.

9.2.58The Company may also spend or accumulate funds from private sources or public sources other than grants from the Secretary of State for application to the benefit of an Academy as it sees fit provided that it complies with all applicable requirements relating to the proper and regular use of funds in the Academies Financial Handbook. Any surplus arising from private sources or public sources other than grants from the Secretary of State shall be separately identified in the Company's balance sheet.

9.2.59 Clause 9.2.60 shall apply in respect of this Academy.

9.2.60 The Company shall abide by the requirements of and have regard to the Charity Commission's guidance to charities and charity trustees and in particular the Charity Commission's guidance in the Protecting Charities from Harm ('the compliance toolkit'). Any references in this document which require charity trustees to report to the Charity Commission should instead be interpreted as references to report to the Principal Regulator.

9.2.61 Clause 107 of the Master Agreement (Borrowing Powers) does not apply and is replaced with clause 9.2.62.

9.2.62 The Company shall not borrow against or so as to put at risk property or assets funded (whether in whole or in part) by the Secretary of State without specific approval of the Secretary of State, such approval at the absolute discretion of the Secretary of State. The Company shall not operate an overdraft except to cover irregularities in cash flow. Such an overdraft, and the maximum amount to be borrowed, must be approved by the Company in a General Meeting and in writing by the Secretary of State, and shall be subject to any conditions which the Secretary of State may reasonably impose.

9.2.63 Clause 109 of the Master Agreement (Disposal of Assets) does not apply and is replaced with clauses 9.2.64 and 9.2.65.

9.2.64 The sale or disposal by other means, or reinvestment of proceeds from the disposal, of a capital asset by the Company shall require the consent of the Secretary of State, such consent not to be unreasonably withheld or delayed, where:

a) the Secretary of State paid capital grant in excess of the value from time to time being specified by the Secretary of State for the asset; or

b) the asset was transferred to the Company from an LA for no or nominal consideration.

9.2.65 Furthermore, reinvestment of a percentage of the proceeds of disposal of a capital asset paid for with a capital grant from the Secretary of State shall require the Secretary of State's consent in the circumstances set out above and reinvestment exceeding the value from time to time being specified by the Secretary of State or with other special features will be subject to Parliamentary approval. The percentage of the proceeds for which consent is needed is the percentage of the initial price of the asset which was paid by capital grant from the Secretary of State.

9.2.66 Clauses 112 and 112A of the Master Agreement (disposal of assets) do not apply and are replaced by clauses 9.2.67 and 9.2.68.

9.2.67 Except with the consent of the Secretary of State, the Company shall not dispose of assets funded (whether in whole or in part) by the Secretary of State for a consideration less than the best price that can reasonably be obtained, such consent not to be unreasonably withheld or delayed.

9.2.68 The Company shall provide 30 days notice to the Secretary of State of its intention to dispose of assets for a consideration less than the best price that can reasonably be obtained, whether or not such disposal requires the Secretary of State's consent under clause 8.2.19 above.

9.2.69 Clause 116 (Information) does not apply and is replaced by clause 9.2.70 and 9.2.71(i) and (ii).

9.2.70 Without prejudice to any other provision of this Agreement, the Secretary of State acting reasonably may from time to time call for information on, inter alia, the Academy's:

a) curriculum;

b) arrangements for the assessment of pupils;

c) teaching staff including numbers, qualifications, experience, salaries, and teaching loads;

d) class sizes;

e) outreach work with other schools and the local community;

f) operation of the admission criteria and over subscription arrangements for the Academy including numbers of applications for places and the number and characteristics of pupils accepted for admission;

g) numbers of pupils excluded (including permanent and fixed term exclusions);

h) levels of authorised and unauthorised attendance;

i) charging and remissions policies and the operation of those policies;

j) organisation, operation and building management;

k) financial controls;

l) compliance with the requirements of the Charity Commission's guidance to charities and charity trustees and in particular the Charity Commission's guidance in the Protecting Charities from Harm ('the compliance toolkit') as amended from time to time; and

m) membership and proceedings of the Company and the Local Governing Body, together with any other relevant information concerning the management or governance of the Academies which, subject to clause 120 of the Master Agreement, is reasonably necessary for the Secretary of State to carry out his functions generally and in relation to this Agreement.

9.2.71 (i) The Company shall provide to the Secretary of State the name of any new or replacement Member or Director of the Company, whether such a person has been appointed or elected, together with the date of such an appointment or election and, where applicable, the name of the Member or Director such a person replaces as soon as is practicable and in any event within 14 days of the appointment or election of such a person.

9.2.71 (ii) In this regard, the Company shall not appoint any new or replacement Members or Directors of the Company until it has first (a) notified such persons that their name shall be shared with the Secretary of State and (b) explained to the new or replacement Members or Directors of the Company that the reason their name is being shared with the Secretary of State is to enable the Secretary of State to assess their suitability.

9.2.72 Clause 119 of the Master Agreement (Access by the Secretary of State's Officers) does not apply and is replaced with clause 9.2.73.

9.2.73 The Company shall ensure that:

a) the agenda for every meeting of the relevant Local Governing Body and the Company's directors;

b) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;

c) the signed minutes of every such meeting; and

d) any report, document or other paper considered at any such meeting,

are made available for inspection by any interested party at the relevant Academy and, as soon as is reasonably practicable, sent to the Secretary of State upon request.

9.2.74 Clause 121 of the Master Agreement applies save that the reference to Head of Academies Division is removed.

10. GENERAL

10.1. The Secretary of State and the Company agree that, not withstanding the termination of this Agreement, any obligation upon the Company and/or the Secretary of State expressed as arising upon the termination of this Agreement shall continue to subsist.

10.2 This Agreement shall not be assignable by the Company.

11. ENGLISH LAW

11.1. This Agreement shall be governed by and interpreted in accordance with English law.

This Agreement was executed as a Deed on 25 JULY 2012

Executed on behalf of Greenwood Academies Trust by:

....[redacted].....
Director

In the presence of: [redacted]

Witness..[redacted]

Address..[redacted]

Occupati[redacted]

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

[redacted]

[redacted]

Duly Authorised

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission for pupils at City of Peterborough Free School
Annex 1

GENERAL

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

2. The Company will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to "admission authorities" shall be deemed to be references to the governing body of the Company.

3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will not participate in the co-ordinated admission arrangements operated by the LA for the first year of opening but will participate in such arrangements operated by the LA in subsequent years and the local Fair Access Protocol.

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

(a) direct the Company to admit a named pupil to the Academy on application from a LA. This will include complying with a School Attendance Order[1]. Before doing so the Secretary of State will consult the Company.

(b) direct the Company to admit a named pupil to the Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.

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

5. **4A** The Company shall ensure that parents and 'relevant children[2]' will have the

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[1] Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

[2] relevant children' means:

a) in the case of appeals for entry to a sixth form, the child, and;

right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

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

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

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Academy will:

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

b. adopt admission oversubscription criteria that give highest priority to looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group[3]. The Academy will consult on its admission arrangements and determine them in line with the requirements within the School Admissions Code.

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b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

[3] 'Relevant age group' means 'normal point of admission to the school: for example, year R, Year7 and Year 12.

11. The Company must make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the Schools Adjudicator.

12. A determination of an objection by the Schools Adjudicator will be binding upon the Academy.