



Mainstream academy and free school : supplemental funding agreement

April 2016

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SUMMARY SHEET

Information about the Academy :

Address and title number of Second Temporary Site	second floor of the building shown coloured orange on the plan at Appendix B-3 and the access areas shown coloured pink on the plans at B-3 and B-4, and shared use of those areas on each floor shown coloured yellow on the plans at B-3 and B-4 Premises at 40 Thames Road, Barking, Essex IG11 0HZ being part of the land
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Please confirm which clause variations have been applied or m D U N H G D V μ 1 R W
 X V H G ¶

Clause No.	Descriptor	Applied	Not used
1.I	Only applies to free schools and new provision academies	x	
2.A.1	Clause applies where an academy was previously a VC or foundation school designated with a religious character		x
2.C, 2.D	Only applies where the academy has an SEN unit		x
2.E	Only applies		

Clause No.	Descriptor	Applied	Not used
3.A ±3.F	Option 1 applies to converter and sponsored academies: if used delete option 2		x
3.A ±3.F	Option 2 applies to free schools and new provision academies: if used delete option 1	x	
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)	x	
3.J	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		x
3.K	Clause does not apply to free schools (unless		

mixture of those designated with a religious character, and those which are not):

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

Descriptor	Clause No.	Applied	Not used
Termination on grounds that permanent site unsuitable	5.OA	x	

1.

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

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

The Academy

1.F The Academy is a Free School as defined in clause

previously looked-after children.

- 2.J Where the Academy Trust applies the pupil premium admission criterion, it must provide information in its admission arrangements about eligibility for the premiums.
- 2.K For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:
- a) any personal details about their financial status; or
 - b) whether parents are serving in the UK armed forces or were serving in the UK armed forces, and are exercising parental care and responsibility for the child in question.
- 2.L The Secretary of State may:
- a) direct the Academy Trust to admit a named pupil to the Academy:
 - i. following an application from an LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or
 - ii. where in relation to a specific child or children the Academy Trust has failed to act in accordance with the Codes or this Agreement or has otherwise acted unlawfully; or
 - b) direct the Academy Trust to amend its admission arrangements where they do not comply with the Codes or this Agreement, or are otherwise unlawful.
- 2.M Not used.

2.N Not used.

2.O Not used.

2.P The Academy Trust must ensure that parents and children (as described in the Codes) have the right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the appeal panel is binding on all parties.

2.Q Subject to clause 2.R, the relevant area for consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

2.R If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August before the academic year in question for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in whose area the Academy is situated in reaching a decision.

2.S The Academy Trust must ensure that its admission arrangements do not vary from the Codes specified at clause 2.K, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when its admission arrangements are set out, that it is aware of the provisions of clause 2.K and that it has no objection to the Academy and the Academy Trust making appropriate changes to its admission arrangements as quickly as possible.

2.T Not used.

Curriculum

- 2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.
- 2.V The Academy Trust must comply with section 71(1)-

library books, text books, software, stationery, science equipment and equipment for physical education) and other consumable materials; and

- b) meet the costs associated with the recruitment and induction of additional staff.

After the Start-Up Period these costs will be met through the ordinary GAG.

- 3.I The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and therefore payments based on the number of pupils attending the Academy PD\ E H L Q V X I I L F L H Q W W R P H H W W K H \$ F D G H P \ T V Q H H G Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Other relevant funding

- 3.J Not used.
- 3.K Not used.

Carrying forward of funds

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

which is for the purposes of identification shown edged red on the plans attached at Appendices B-1 and B-2 to this Agreement) comprising part of the roof top and second floor of the building shown coloured orange on the plan attached at Appendix B-3 and the access areas shown coloured pink on the plans attached at Appendices B-3 and B-4, and shared use of those areas on each floor shown coloured yellow on the plans attached at Appendices B-3 and B-4, being land which will be demised by the First Temporary Lease.

¹ Land (PHDQV WKH OHDVH RU RWKH) (being the site of the Academy, for the purposes of identification shown outlined in red on the plan attached as Appendix A to this Agreement) making up the permanent site of the Academy, being the land which will be demised by the Lease.

² Lease (PHDQV WKH OHDVH RU RWKH) between the Academy and the Landlord (being the Land) to the Land.

³ Property Notice (PHDQV DQ\ RUGHU QRWLFH SURSRVDO GHPD) issued by any competent authority (including the Landlord or Temporary Landlord) (being the Land) for the purposes of the Academy.

⁴ Second Temporary Site (being the lease or other occupational agreement between the Academy Trust and a third party (being the Temporary Landlord) under which the Academy Trust derives title to the Second Temporary Site.

⁵ Temporary Site means land at 40 Thames Road, Barking, Essex IG11 0HZ, being part of the land registered with title number TGL384612 and shown for the purposes of identification edged in pink and orange in Appendix C.

⁶ 7 H P S R U D U \ / Derives title from either the First Temporary Landlord or the Second Temporary Landlord, as applicable.

⁷ 7 H P S R U D U \ / Derives title from either the First Temporary Lease or the Second Temporary Lease, as applicable.

Temporary Site means either the First Temporary Site or the Second Temporary Site, as appropriate.

Restrictions on Land

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

4.G If the Academy Trust has not entered into the First Temporary Lease by 22 August 2016, the Secretary of State may serve a Termination Notice.

4.GA If the Academy Trust has not entered into the Second Temporary Lease by 1 January 2017, the Secretary of State may serve a Termination Notice.

4.GB If the Academy Trust has not entered into the Lease by 1 January 2018, the Secretary of State may serve a Termination Notice.

Property Notices

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

- a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;
- b) promptly give the Secretary of State all the information he asks for about it;
- c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and
- d) use its best endeavours to help the Secretary of State in connection with it.

Option

4.I The Academy Trust grants and the Secretary of State accepts an option (the Option) WR DFTXLUH WKH /DQG DW QLO FRQVLGHUDWL I exercise the Option in writing if this Funding Agreement is terminated for any reason, or if the Academy Trust cannot use all or part of the Land as the permanent site of the Academy under clause 4.K. If the Option is exercised, completion will take place 28 days after the exercise date in accordance with WKH /DZ 6RFLHW\¶V 6WDQGDUG &RQGLWLRQV RI 6DOH force at that date.

Option Notice

4.J The Academy Trust:

- a) must, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a Notice to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;
- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;
- c) modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and
- d) must, in the case of previously unregistered land, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of State a copy of the relevant entry within 7 days after registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

Land not used for the purposes of the academy

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

Sharing the Land

- 4.L If:
- a) the Academy does not reach its planned capacity, as stated in clause 2.B, within 7 Academy Financial Years; or
 - b) the Academy Trust or the Secretary of State serves notice to terminate this Agreement under clause 5.A; or
 - c) the Secretary of State considers that not all the Land is needed for the operation of the Academy at planned capacity,

the Academy Trust must share occupation of the Land with such other Academy as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose.

5. TERMINATION

Termination by either party

- 5.A (L W K H U S D U W \ P D \ J L Y H D W O H D V W V n d i c e @ \$ F D G H P \) I
 terminate this Agreement. Such termination would take effect on 31 August of the relevant year.

Termination Warning Notice

- 5.B T4 6-5()8(ii)83 Tm [(tte)-5()8(th)-5(is ;(e)-3(m)-6(y)10(p.a [(n)6(.swt.le7.57316.01 Tm [(s(r

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

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

- a) the action the Academy Trust must take;
- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations,

5.G.1 Not used.

5.H If the Secretary of State has

B.

Secretary of State specifies otherwise), and to re
accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5.R Th5.R1 BT /F1 11.04 To81c65lottom]/T 672.77 (N6 To81c6Tm [(e)-3ce)- [(N

steps will be taken; and

- b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and
- c) a detailed budget of income and expenditure for the Academy during
W K H & U L W L F ~~Projected Budget~~ W K H ³

5.U Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critica

V S H F L D O W I L L B E B O R N E E Q U A L L Y between the parties.

- 5.Y If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding

e) dissolution expenses.

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

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

b) if the Secretary of State directs that a transfer under clause 0 Tc[() TJ ET BT /F1

6.C The A

ANNEXES

7. PUPILS WITH SPECIAL EDUCATION NEEDS (SEN) AND DISABILITIES

Statement of SEN made under Section 324 of the Education Act 1996.

³ (+ & S O n e a n s an Education, Health and Care plan made under sections 37(2) of the Children and Families Act 2014.

7.A Except as set out in clause 8 below, the Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with special educational needs, including the admission of pupils with EHC plans. If an Academy Trust considers that a LA should not have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. 7 K H 6 H F U H W D U \ R I 6 W D W H ¶ V G H W H U P L Q D W L R Q Z L O O appeal which a parent of the child may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

7.B Not used.

7.C Not used.

7.D Not used.

8. ADMISSION OF PUPILS WITH SEN AND DISABILITIES

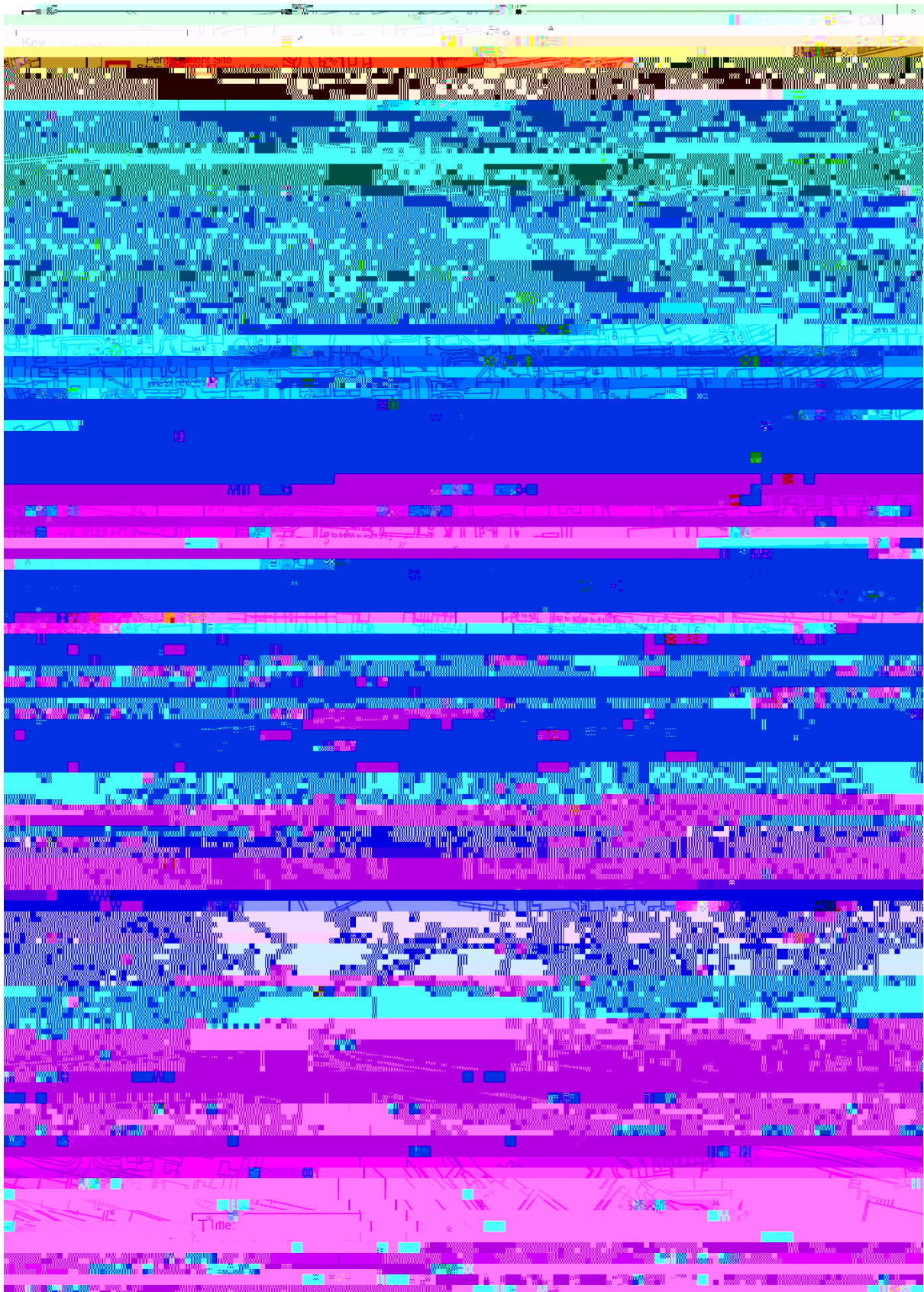
8.A The Academy Trust must for each of its Academies, subject to its right of appeal to the Secretary of State, admit all pupils with a statement of SEN naming the Academy.

8.B Where an LA proposes to name one of the Academies in a statement of SEN, it must give the Academy Trust written notice of this, stating why it considers that Academy to be suitable for the pupil in question. Within 15 days of receipt

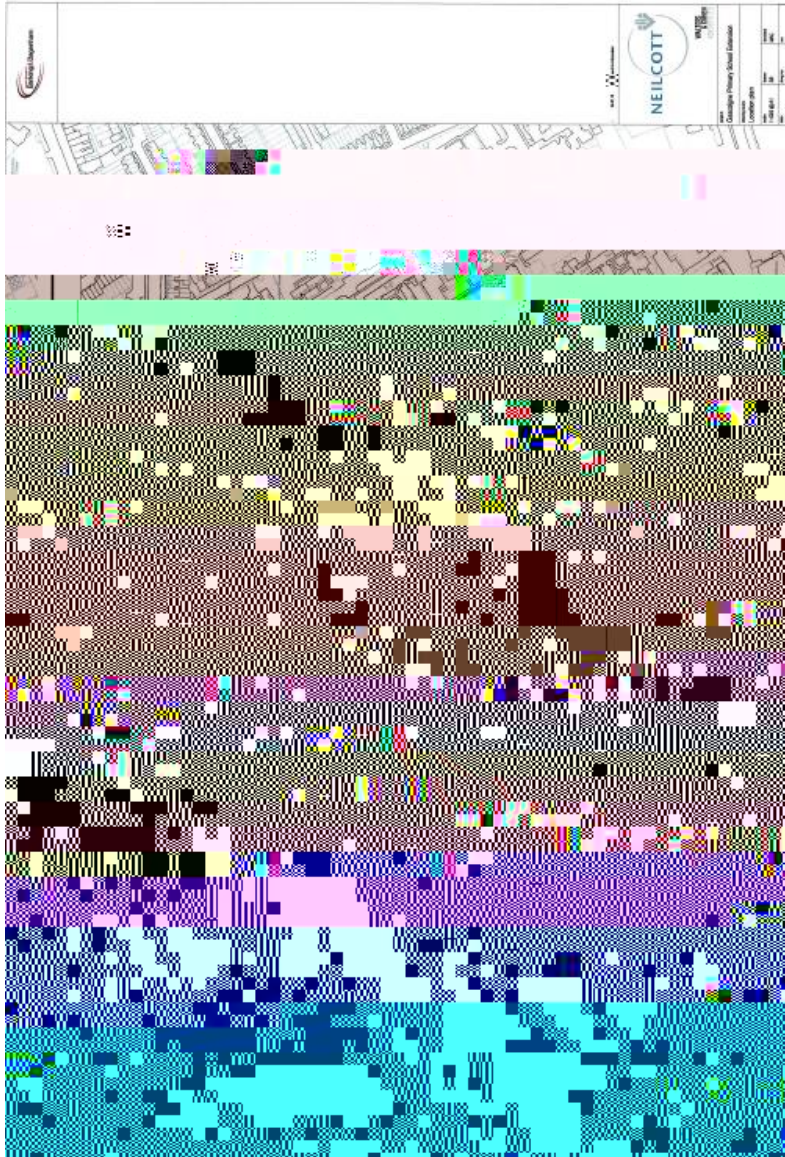
R I W K H / \$ ¶ V Q R W L F H W K H \$ F D G H P \ 7 U X V W P X V W F R Q

8.H Clauses 8.A to 8.G only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.

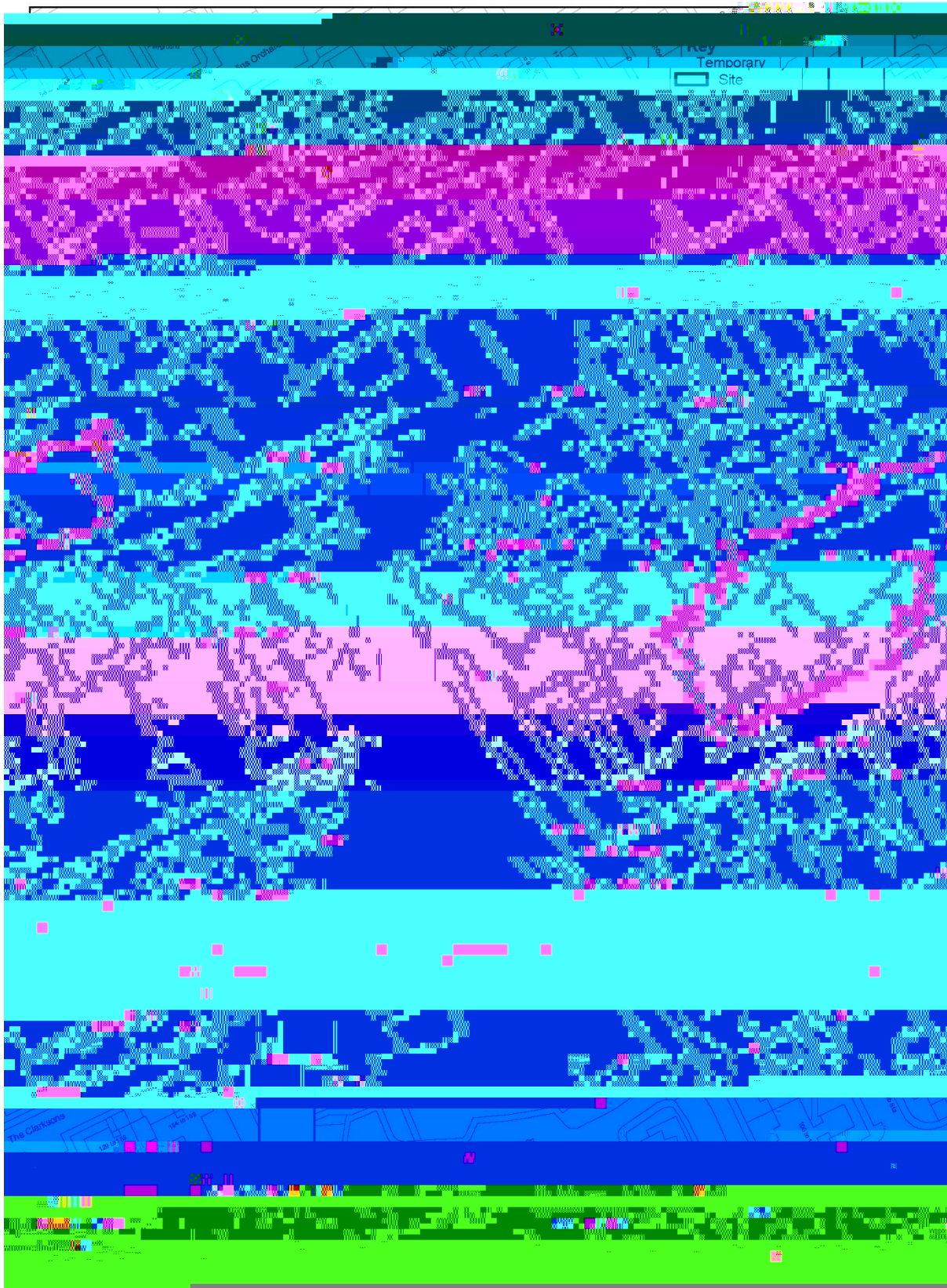
APPENDIX A ±Permanent Site



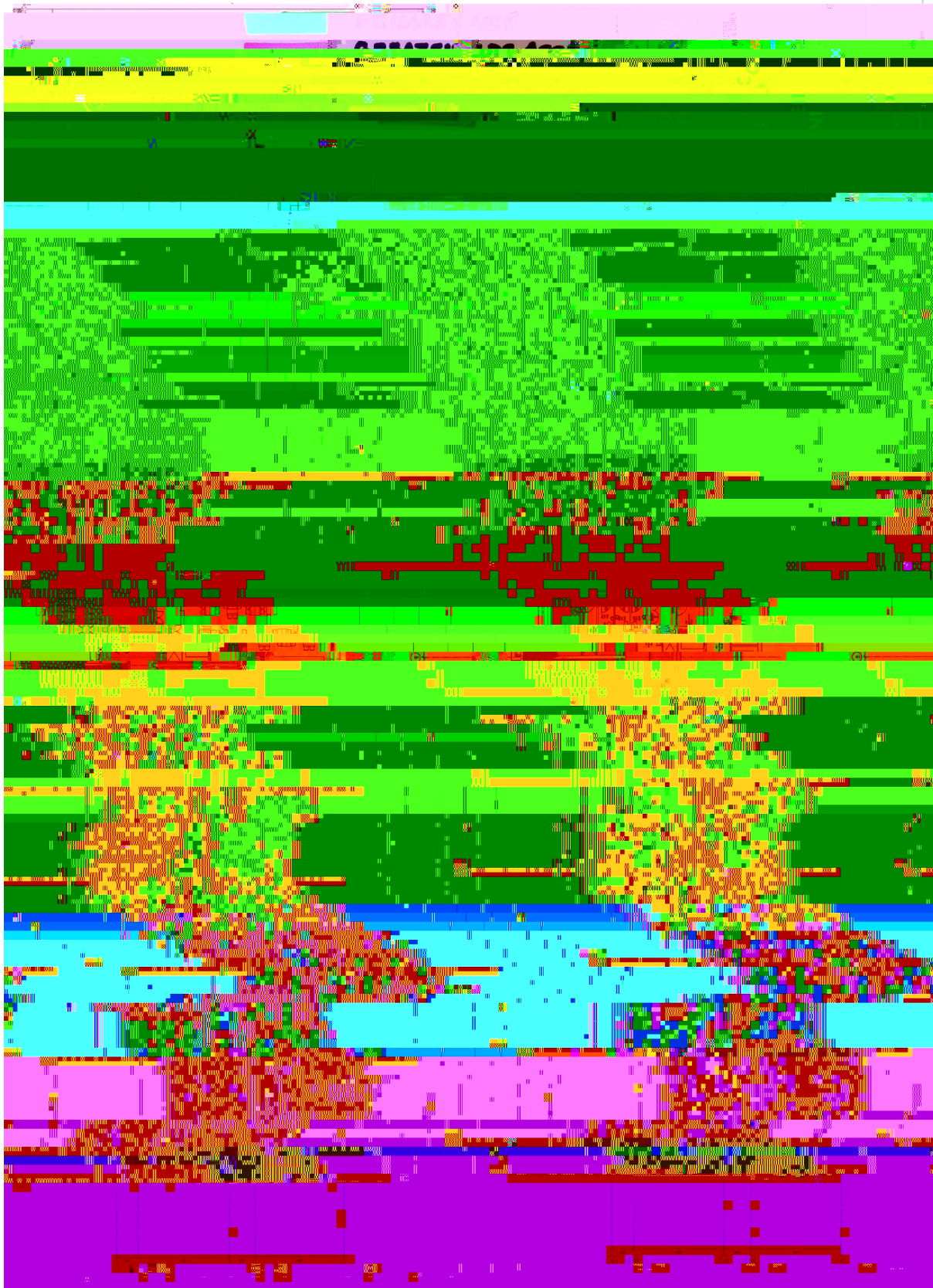
APPENDIX B ± Temporary Site 1



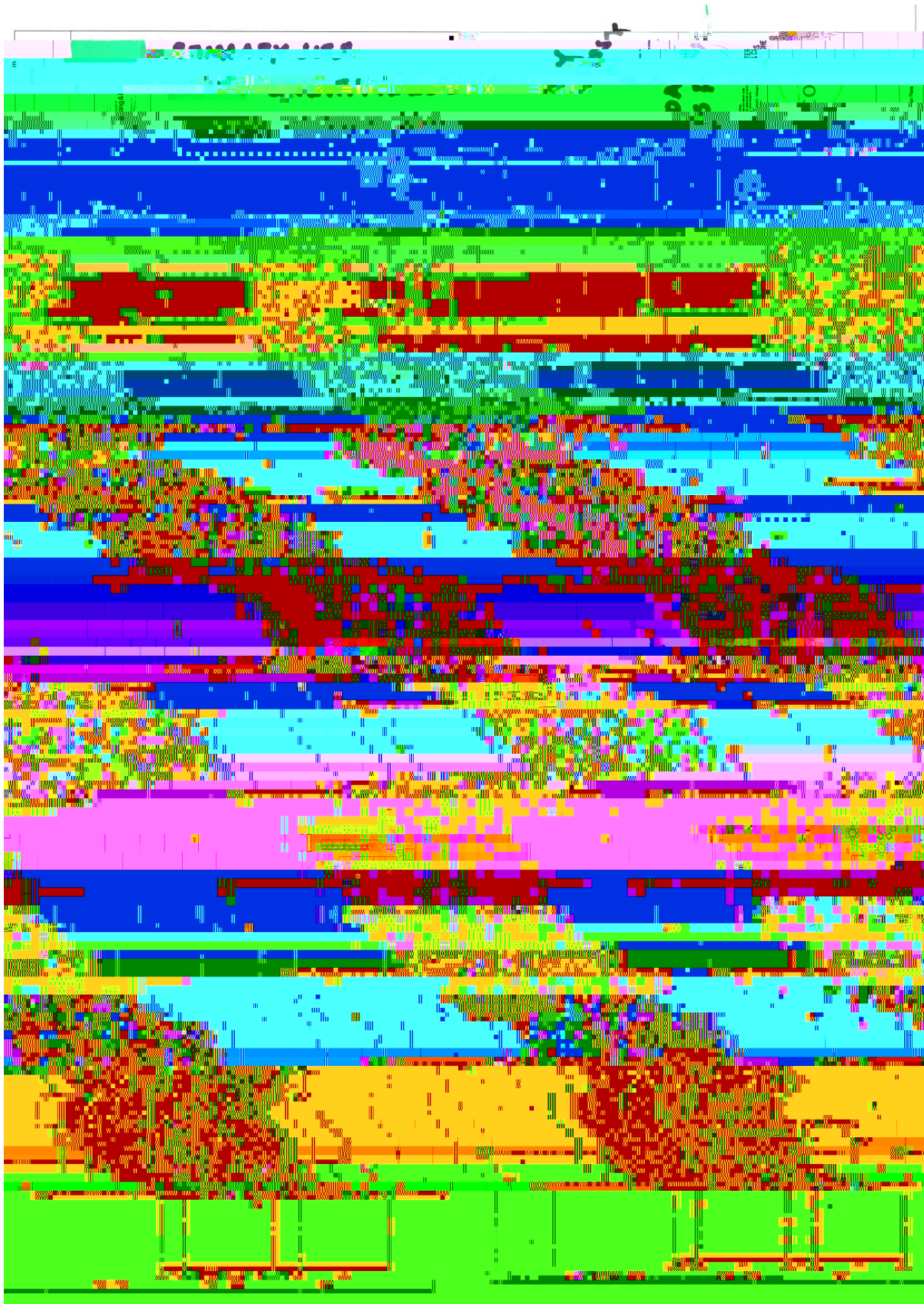
APPENDIX B-2 ±Temporary Site 1



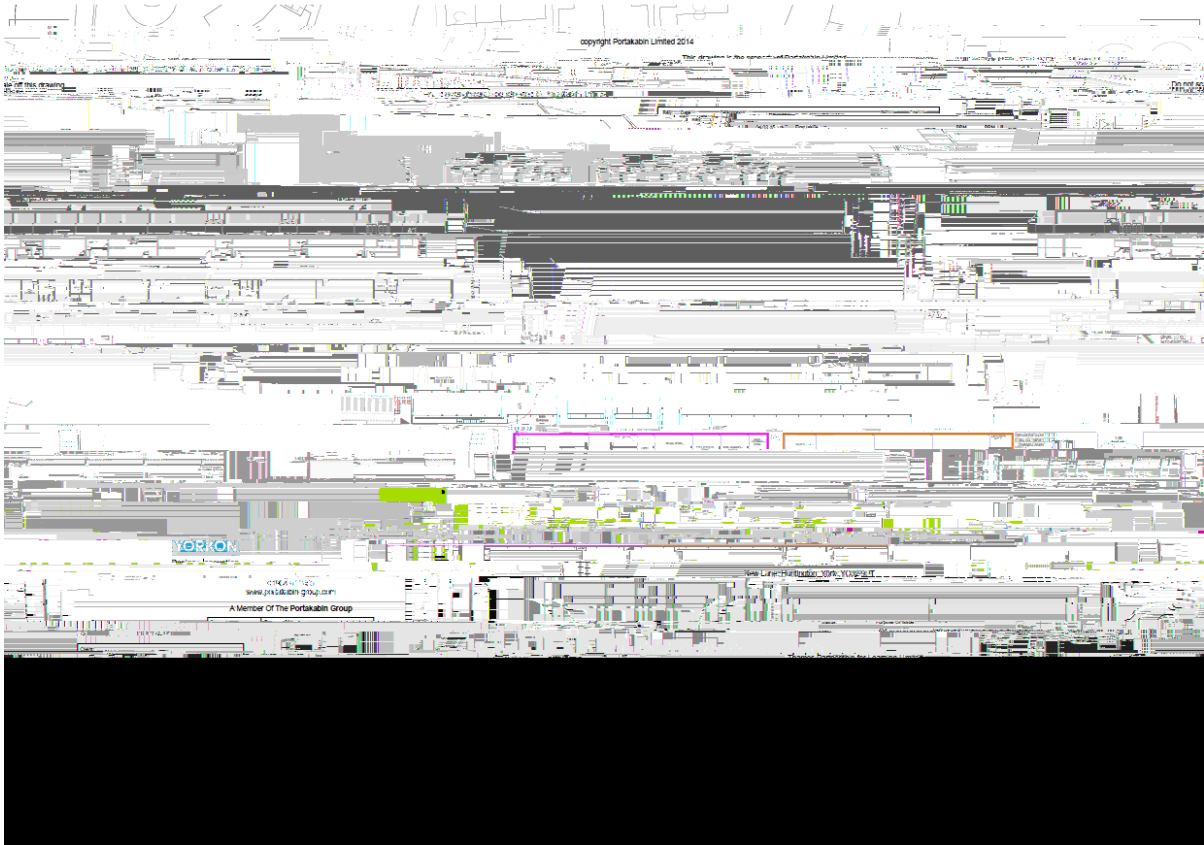
APPENDIX B ±Temporary Site 1



APPENDIX B 4 ±Temporary Site 1



APPENDIX C ±Temporary Site 2





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