



Department
for Education

16 to 19 maths school: supplemental funding agreement

November 2022 v1.0

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SUMMARY

Information about the Academy:

Name of Academy Trust	Frontier Learning Trust
Company number	12935907
Date of Master Funding Agreement	21 December 2020
Name of academy	The Imperial College London Mathematics School
Opening date	1 st September 2023
Type of academy (indicate whether academy or free school)	16-19 Free School
Name of predecessor institution (where applicable)	N/A
Capacity number	200
Age range	16-19
Number of boarding places	N/A
Land arrangements (Version 1-8 or other)	Version 6
Address and title number of Land (and Temporary Site)	Permanent Land - Land at Woodhouse College, Woodhouse Road, Finchley,

	<p>London N12 9EY as shown edged red on the plan attached at Annex B.</p> <p>Freehold title number NGL740033</p> <p>Temporary Land - Land at Woodhouse College, Woodhouse Road, Finchley, London N12 9EY as shown edged red and labelled 'Temp' on the plan attached at Annex C.</p> <p>Freehold title number NGL740033</p>
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Please confirm which clause variations have been applied or marked as 'Not used'

Clause No.	Descriptor	Applied	Not used
1.J	Only applies to free schools and new provision academies	X	
2.A.1	Only applies where an academy was previously a VC school or foundation school designated with a religious character.		X
3.E	Clause does not apply to free schools (unless there was a predecessor institution), or new provision academies		X
3.F(a)	Not needed for Maths Schools		X
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)	X	
3.L	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		X
3.M	Clause does not apply to free schools (unless there was a predecessor institution), or new provision academies		X
5.G.1	Clause applies to a boarding academy/boarding free school only		X
5.I	Clause only applies to sponsored academies		X
5.J	Clause applies to free schools and may be applied to new provision academies	X	
5.K	Clause applies to free schools and may be applied to new provision academies	X	
5.L	Clause applies to free schools and may be applied to new provision academies	X	

Clause No.	Descriptor	Applied	Not used
5.M	Clause applies to free schools and may be applied to new provision academies	X	
5.N	Clause applies to free schools and may be applied to new provision academies	X	
6.H	Clause only applies to schools which are designated with a Church of England or Roman Catholic character		X

Please confirm whether additional clauses have been included (e.g. PFI clauses which will be supplied by your project lead if needed)

Descriptor	Clause No.	Applied	Not used
The Academy must ensure that it has particular regard to its specialist maths outreach function with schools when adhering to the principles referenced in clause 1.14 of the MFA.	1.M	X	
Maths School Additional Funding	3.J	X	
Maths School Annual Review	3.K	X	
Spending Maths School Additional Funding	3.O	X	

1. **ESTABLISHING THE ACADEMY**

- 1.A This Agreement made between the Secretary of State for Education and Frontier Learning Trust is supplemental to the master funding agreement made between the same parties and dated 21 December 2020 (the “**Master Agreement**”).

Definitions and interpretation

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

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

“The **Academy**” means the Imperial College London Mathematics School.

“**Awarding organisations**” means organisations referred to as such by Ofqual.

References to “**educational institution**” shall where the context so admits be references to the Academy.

“**Individualised Learner Record**” is a dataset that collects information on learners and their learning in the Further Education system in England

“**SEN**” means special educational needs and has the meaning set out in section 20(1) of the Children and Families Act 2014.

“**Predecessor Institution**” means the educational institution which the Academy has replaced, where applicable.

“**Partner**” means Imperial College London.

“**Start-Up Period**” means up to the first two Academy Financial Years of being open.

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

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

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

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

The Academy

- 1.F The Academy is a 16-19 Academy as defined in clause 1.4 of the Master Agreement.
- 1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.
- 1.H The Academy Trust will open the Academy on 01 September 2023.
- 1.I The Academy Trust agrees that, prior to the Academy opening date, the Academy is an institution for the purposes of the Chief Inspector's duties under section 118(2) and 125 of the Education and Inspections Act 2006 and accordingly, the Chief Inspector may inspect the Academy before that date.
- 1.J The Academy Trust must ensure that so far as is reasonably practicable and consistent with this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable students of all faiths and none to play a full part in the life of the Academy, and do not disadvantage students or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.
- 1.K Further to clause 1.13 of the Master Agreement, the following conditions and requirements must also apply in relation to the Academy:
- a) The Academy Trust must ensure that learning takes place in safe, healthy and supportive environments, which meet the needs of students;
 - b) The Academy Trust must comply with all relevant statutory requirements and the most recent policies and national minimum standards, including those in relation to financial health and/or control, which may be issued by Department for Education, ESFA, awarding organisations and the Chief Inspector, including but not limited to, those published on the relevant body's website.
- 1.L The Academy Trust must comply with all relevant statutory requirements and the most recent policies and national minimum standards, including those in relation to financial health and/or control, which may be issued by Department for Education, ESFA, awarding organisations and the Chief Inspector, including but not limited to, those published on the relevant body's website;

- 1.M Further to clause 1.14 of the Master Agreement, the Academy must ensure that it has particular regard to its specialist maths outreach function with schools when adhering to the principles referenced in that clause.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.A.2 and Annex A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for students, teach students, and assess and report on students' development, progress and attainment.
- 2.A.1 Not used.
- 2.A.2 The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by a LA, or are no longer looked after by a LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' outside England and Wales, and in doing so must comply with the law, regulations and guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any guidance issued by the Secretary of State.

Students

- 2.B The planned capacity of the Academy is 200 in the age range 16-19.
- 2.C The Academy Trust must ensure that the Academy meets the needs of individual students, including students with SEN and disabilities.
- 2.D Where secondary education is provided to persons of compulsory school age by the Academy, the Academy Trust shall secure that, except when a teacher is present in the room, no education is provided to a person who has attained the age of nineteen years in a room in which any persons of compulsory school age are for the time being receiving secondary education. A teacher will be considered to be present in the room at a particular time even though no teacher is present if:
- a) it would be impracticable to secure the presence of a teacher in a room at that time; and
 - b) the absence of a teacher at that time has not lasted more than five

minutes.

- 2.D.a The Academy Trust will make arrangements for ensuring that the Academy is conducted with a view to safeguarding and promoting the welfare of children (those students under the age of 18) receiving education or training at the Academy or under the auspices of the Academy Trust in an environment outside the direct control of the Academy Trust. In doing so, the Academy Trust will have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions. References to 'must' in any such guidance will be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service.

Charging

- 2.E The Academy will only make charges where institutions within the further education sector are permitted to as set out in the current 16 to 19 Funding Guidance published by the Secretary of State, or such guidance on 16 to 19 funding issued by the Secretary of State as may from time to time be applicable.
- 2.F Not used.

Admissions

- 2.G The Academy will be an educational institution principally concerned with providing full-time or part-time education suitable to the requirements of persons over compulsory school age but under 19 whose requirements for:

- a) the admission of students to the Academy;
- b) the admission to the Academy and support for students with SEN and with disabilities; and
- c) student exclusions,

are set out in written policies to be agreed by the Secretary of State prior to the signing of this agreement. Such policies need to be fair, objective and transparent, and formulated in accordance with the Academy Trust's legal powers and duties in relation to 16 to 19 provision.

- 2.H In respect of any policies agreed in accordance with clause 2.G:
- a) The Secretary of State agrees that the Academy Trust may vary the policies subject to the Academy Trust informing the Secretary of State of

any variation to the policies in writing as soon as reasonably practicable;
and

- b) The Academy Trust agrees to vary the policies as may become necessary to comply with changes to future legislation and/or as the Secretary of State may require.

Curriculum

- 2.I Clause 2.21 of the Master Agreement applies to this Academy, subject to the requirements of clause 2.J.
- 2.J Clause 2.22 of the Master Agreement will not apply to this Academy. The Academy Trust must ensure that the curriculum provided by the Academy is suitable to the requirements of students, with a particular emphasis on mathematics and mathematical related subjects with the assistance of the Partner, and can include vocational, social, physical and recreational training.
- 2.K The Academy Trust must provide for:
 - a) the teaching of religious education for any student at the Academy wishing to receive it; and
 - b) Ensure that at an appropriate time, on at least one day each week during which the Academy is open, an act of collective worship is held which students at the Academy may attend.

3. GRANT FUNDING

Calculation of GAG

- 3.A During the Start-Up Period the basis of the student number count for the purpose of determining GAG for an Academy Financial Year for the Academy will be the Academy Trust's estimate each year for numbers on the roll in the following September for the Academy, such estimate to be based on an objective assessment of student numbers and agreed with the Secretary of State.
- 3.B The Secretary of State will, in advance of each Academy Financial Year for the Academy, request that the Academy Trust provides an estimate of the number of pupils on roll in the following September for the purposes of determining GAG for an Academy Financial Year. The Academy Trust must provide the requested estimate to the Secretary of State as soon as reasonably practicable.
- 3.C After the Start-up period, the basis of the pupil number count for the purpose of determining GAG will no longer be the estimate provided in accordance

- with clause 3.B, but in that and all following Academy Financial Years will be determined in accordance with clause 3.F.
- 3.D For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clauses 3.A and 3.B, an adjustment may be made to the following Academy Financial Year's formula funding element of GAG for the Academy to recognise any variation from that estimate. The Secretary of State may for this purpose use the Census for the relevant month (determined at the Secretary of State's discretion) for the Academy Financial Year in question as a means of determining pupil numbers. The additional or clawed-back grant will be only the amount relevant to the number of pupils above or below that estimate.
- 3.E Not used.
- 3.F For Academy Financial Years which immediately follow the Academy Financial Year in which all planned year groups will be present at the Academy, the basis of the pupil count for determining GAG will be
- a) Not Used
 - b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools
- 3.G The Secretary of State may, at her discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.B. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at her discretion.
- 3.H The Secretary of State may pay further grant in the Start-Up Period, as determined and specified by them, for costs which cannot otherwise be met from 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 may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Other relevant funding

- 3.J The Secretary of State may pay a grant ("**Maths School Additional Funding**") to the Academy Trust for the purpose of running community outreach activities related to the specialist nature of its mathematics-related curriculum (pursuant to paragraphs 2.I and 2.J), with schools and other educational institutions in the community and for other purposes, as agreed between the Secretary of State and the Academy Trust. In the event that the Maths School Additional Funding is paid, the specific objectives and detail of this grant, as agreed between the Secretary of State and the Academy Trust, will be described in the relevant funding letter and related guidance issued by the Secretary of State. The Academy Trust must only spend the Maths School Additional Funding in accordance with the terms of this letter and such guidance as the Secretary of State may issue.
- 3.K The Academy Trust must provide an annual review to the Secretary of State, to be provided in accordance with the related guidance (referred to in clause 3.J) issued by the Secretary of State and no later than the end of January after the end of each academic year, explaining how the specified objectives of the Maths School Additional Funding were achieved during that academic year.
- 3.L Not used.
- 3.M Not used.

Carrying forward of funds

- 3.N 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 has terminated the Master Agreement, may be carried forward without limitation or deduction until the circumstances set out in clause 3.I cease to apply or the Academy closes.
- 3.O If the Secretary of State pays Maths School Additional Funding to the Academy Trust on condition that such grant be used for a specific objective or objectives, or that such grant be used by a certain date, any failure on the part of the Academy Trust to demonstrate that the Maths School Additional Funding was used for such an objective or objectives, or by such date, may be taken into account by the Secretary of State either:
- a) in the calculation and/or payment of any subsequent Maths School Additional Funding to the Academy Trust; or

- b) by adjustment to the Maths School Additional Funding paid by the Secretary of State to the Academy Trust in the following Academy Financial Year.

4. LAND

“Debt” means an amount equal to 100% of the Land Value;

“Discharge Process” means the removal of:

- i. the Legal Charge registered with Companies House against the Academy Trust;
- ii. the Legal Charge from the charges register at the Land Registry against the title for the Permanent Land;
- iii. the restriction in the proprietorship register referred to in clause 4.C(a); and
- iv. the notice in the proprietorship register referred to in clause 4.M(a).

“Permanent Land” means the land forming part of Woodhouse College, Woodhouse Road, Finchley, London, N12 9EY, being part of the land registered with title number NGL740033 as shown edged red on the plan attached at Annex B.

“Land Value” means, at any time:

- i. where the Permanent Land has been disposed of as a result of the enforcement of the Legal Charge by the Secretary of State, the proceeds of that disposal after payment of the seller’s necessary and reasonable costs in connection with the disposal; or
- ii. in any other case, the Market Value.

“Legal Charge” means the legal charge over the Permanent Land to be entered into by the Academy Trust in favour of the Secretary of State, in a form and substance satisfactory to the Secretary of State.

“Market Value” means the market value (as defined in the current edition of the RICS Valuation Standards) of the relevant part of the Permanent Land as determined by a professionally qualified independent valuer.

“Property Notice” means any order, notice, proposal, demand or other requirement issued by any competent authority which materially affects the Academy Trust’s ability to use the Permanent Land or the Temporary Land for the purposes of the Academy or any correspondence that affects the extent of the Permanent Land or the Temporary Land.

"Temporary Land" means the land forming part of Woodhouse College, Woodhouse Road, Finchley, London, N12 9EY, being part of the land registered with title number NGL740033 as shown edged red and labelled 'Temp' on the plan attached at Annex C together with any such additional land on which temporary structures may be erected for the purpose of running the Academy.

Debt

4.A The Academy Trust must pay the Debt to the Secretary of State on termination of this Agreement or in accordance with clauses 4.O(b) or 4.V(b)(i) or on a sale of all or part of the Permanent Land with or without the Secretary of State's consent.

4.B The Debt is secured by the Legal Charge.

Restrictions on Permanent Land transfer

4.C The Academy Trust must:

a) apply to the Land Registry using form RX1 for the following restrictions (each a **"Restriction"**) to be entered in the proprietorship register for the Permanent Land by the following deadlines:

i. within 28 days of the date of this Agreement:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT"; and

ii. within 28 days after entering into the Legal Charge:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 4 May 2023 in favour of The Secretary of State for Education referred to in the charges register or by its conveyancer";

b) take any further steps required to ensure that each Restriction is entered on the proprietorship register of the Academy Trust's title;

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

- d) if it has not registered each Restriction, allow the Secretary of State to do so in its place; and
- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove a Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

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

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

- a) grant any consent or licence; or
- b) create or allow any encumbrance; or
- c) part with or share possession or occupation; or
- d) enter into any onerous or restrictive obligations,

in respect of all or part of the Permanent Land or the Temporary Land
 Provided that the Academy Trust may grant a licence or share occupation of part of the Permanent Land with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are for community, fundraising or recreational purposes ancillary to educational services and where no relationship of landlord and tenant arises as a result of such occupation.

4.F Not used.

4.G Not used.

4.H Not used.

4.I Not used.

4.J If any part of the property situated on the Permanent Land or the Temporary Land is damaged or destroyed by an insured risk and the Academy Trust receives the proceeds of insurance but it cannot apply those proceeds to rebuild or reinstate the property because it is impossible or impractical to do so, then the Academy Trust shall pay the insurance proceeds to the Secretary of State in full.

Property notices

- 4.K 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 she 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.L The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the Permanent Land at nil consideration. The Secretary of State may exercise the Option in writing:
- a) if this Funding Agreement is terminated for any reason;
 - b) at any time on or after the issue of a Termination Notice; or
 - c) if any of the conditions (a) to (c) in clause 4.P applies; or
 - d) if the Academy Trust cannot use all or part of the Permanent Land as the permanent site of the Academy under clause 4.O.

- 4.L.1 If the Option is exercised, completion will take place–

- a) 28 days after the exercise date where a Termination Notice has not been issued; or,
- b) where a Termination Notice has been issued, the date specified in the Termination Notice as to when this Agreement shall terminate;

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

- 4.L.2 The Permanent Land is held by Frontier Learning Trust, an exempt charity.

Option notice

- 4.M The Academy Trust:
- a) must, within 14 days of the date of this Agreement apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice

of the Option (the “**Option Notice**”) to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;

- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;
- c) must not, without the Secretary of State’s consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and
- d) must, in the case of previously unregistered land, within 14 days after acquiring the Permanent 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, she may apply to secure the registration.

Legal Charge

4.N The Academy Trust must

- a) enter into the Legal Charge within 14 days of the date of this Agreement;
- b) within 21 days from the date of the Legal Charge, register it with Companies House or, if required by the Secretary of State, use all reasonable endeavours to assist the Secretary of State in doing so, including signing and executing any necessary documents;
- c) within 28 days from the date of the Legal Charge, apply to the Land Registry for the Legal Charge to be entered on the charges register, taking any other steps required to have the Legal Charge registered and promptly confirming to the Secretary of State when this has been done; and
- d) if it has not registered the Legal Charge, allow the Secretary of State to register it, and use all reasonable endeavours to help register the Legal Charge, including signing and executing any necessary documents and dealing with requisitions from the Land Registry.

Permanent Land not used for the purposes of the Academy

4.O If the Academy Trust cannot use all or part of the Permanent 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:

- a) she intends to exercise the Option to transfer the Permanent Land for nil consideration to herself or her nominee;
- b) the Academy Trust must pay the Debt or the Market Value; and/or
- c) the Academy Trust must sell the Permanent Land keeping some or all of the sale proceeds to fulfil its charitable purposes by funding the purchase of an alternative permanent site for the Academy, and accounting to the Secretary of State for any proceeds not so used.

Sharing the Permanent Land

4.P If:

- a) the Academy does not reach its planned capacity, as stated in clause 2.B, by 1 September 2028; 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 Permanent Land is needed for the operation of the Academy at planned capacity,

then:

- i. the Academy Trust must share occupation of the Permanent Land with such other academy trust as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose provided that the Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause; or
- ii. the Academy Trust must sell the Permanent Land as required by the Secretary of State and account for the sale proceeds to the Secretary of State in payment of the Debt, after which the Secretary of State will carry out the Discharge Process over the Permanent Land.

Exercise of Rights

- 4.Q On termination of this Agreement, the Secretary of State may give notice that she intends to exercise her rights under clauses 4.L, 5.CC or 5.DD or under the Legal Charge. Any such notice must state which clause of this Agreement

the Secretary of State intends to exercise, and is without prejudice to her right to exercise any other rights available to him.

- 4.R If the Secretary of State exercises the Option on termination of this Agreement, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
 - b) the Academy Trust will be deemed to have paid to the Secretary of State a proportion of the proceeds from the sale of the Permanent Land under clause 5.CC(b)); and
 - c) the Secretary of State will carry out the Discharge Process;
- 4.S If the Secretary of State enforces the Legal Charge on the termination of this Agreement, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State after the Debt has been realised by a receiver;
 - b) the Academy Trust will be deemed to have paid to the Secretary of State a proportion of the proceeds from the sale of the Permanent Land as required under clause 4.29 of the Master Agreement; and
 - c) the Secretary of State will carry out the Discharge Process.
- 4.T If, on termination of this Agreement, the Secretary of State exercises her rights under clause 5.CC, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State; and
 - b) the Secretary of State will carry out the Discharge Process.
- 4.U If, on termination of this Agreement, the Secretary of State agrees under clause 5.DD that the Academy Trust may invest the proceeds from the sale of the Permanent Land for its charitable objects, or directs the Academy Trust to pay all or part of the sale proceeds to the relevant LA, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State; and
 - b) the Secretary of State will carry out the Discharge Process.
- 4.V If the Academy Trust applies to the Secretary of State for consent to sell all or part of the Permanent Land, and if the Secretary of State agrees that the Permanent Land is no longer needed or cannot be used for the purposes of the Academy, she may:

- a) exercise the Option; or
- b) consent to the sale subject to one or more of the following conditions:
 - i. that (notwithstanding clause 4.29 of the Master Agreement) the Academy Trust pays the Debt (or, if it proposes to sell only part of the Permanent Land, pays the Market Value of the part sold) to the Secretary of State;
 - ii. that pursuant to clause 4.29 of the Master Agreement, the Academy Trust keeps some or all of the sale proceeds for its charitable purposes, accounting to the Secretary of State for the remainder; or
 - iii. that pursuant to clause 4.30 of the Master Agreement, the Academy Trust pays all or some of the sale proceeds to the relevant LA and may reinvest all or some of the sale proceeds for its charitable purposes.

4.W If the Secretary of State consents to the sale of the Permanent Land, subject to any of the conditions in clause 4.V(b):

- a) if the Secretary of State enforces the Legal Charge, then:
 - i. the Academy Trust will be deemed to have paid the Debt to the Secretary of State after the Debt has been realised by a receiver;
 - ii. the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State as required under clause 4.29 of the Master Agreement; and
 - iii. the Secretary of State will carry out the Discharge Process;
- b) if all of the Permanent Land is sold and the Secretary of State agrees that the Academy Trust may keep some or all of the sale proceeds for its charitable purposes, accounting to the Secretary of State for the remainder, then:
 - i. the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
 - ii. the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State as required under clause 4.29 of the Master Agreement; and
 - iii. the Secretary of State will carry out the Discharge Process;
- c) if part of the Permanent Land is sold, and the Secretary of State agrees that the Academy Trust may keep some or all of the sale proceeds for

its charitable purposes, accounting to the Secretary of State for the remainder, then:

- i. the Academy Trust will be deemed to have paid the Debt to the Secretary of State to the extent of the Market Value;
 - ii. the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State, as required under clause 4.29 of the Master Agreement, in relation to the relevant part of the Permanent Land; and
 - iii. the Secretary of State will carry out the Discharge Process in relation to the part of the Permanent Land which has been sold;
- d) if the Secretary of State directs the Academy Trust to pay some or all of the proceeds from the sale of the Permanent Land to the relevant LA under clause 4.30 of the Master Agreement, or agrees that the Academy Trust may reinvest the sale proceeds for its charitable purposes, the Secretary of State will carry out the Discharge Process in relation to the part of the Permanent Land which has been sold.

4.X If the Secretary of State exercises the Option over all of the Permanent Land and the Academy Trust transfers all of the Permanent Land to the Secretary of State for nil consideration, then:

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
- b) the Academy Trust will be deemed to have paid a proportion of the sale proceeds to the Secretary of State as required under clause 4.29 of the Master Agreement; and
- c) the Secretary of State will carry out the Discharge Process.

4.Y Not used.

Payment of Debt

4.Z If the Academy Trust pays the Debt to the Secretary of State, the Secretary of State will carry out the Discharge Process.

4.AA If the Academy Trust:

- a) sells some or all of the Permanent Land in accordance with clause 4.V, or
- b) pays the Debt to the Secretary of State,

it will negotiate in good faith with the Secretary of State to agree a deed of variation for this Agreement.

5. TERMINATION

Termination by either party

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

Termination Warning Notice

- 5.B The Secretary of State may serve a Termination Warning Notice where she considers that:
- a) the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or
 - b) the standards of performance of pupils at the Academy are unacceptably low; or
 - c) there has been a serious breakdown in the way the Academy is managed or governed; or
 - d) the safety of pupils or staff is threatened, including due to breakdown of discipline.
- 5.C A Termination Warning Notice served under clause 5.B will specify:
- a) the action the Academy Trust must take;
 - b) the date by which the action must be completed; and
 - c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.
- 5.D The Secretary of State will consider any representations from the Academy Trust which she receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.
- 5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as

specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) she may serve a Termination Notice.

Termination by the Secretary of State after inspection

5.F If the Chief Inspector has made a report under section 124(4)(a) or 125(4)(a) of the Education and Inspections Act 2006 and stated that he does not consider the education or training inspected in the Academy to be of a quality adequate to meet the reasonable needs of those receiving it, the Secretary of State May serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

5.G In deciding whether to give notice of her intention to terminate under clause 5.F, the Secretary of State will have due regard to the overall performance of the Academy Trust.

5.G.1 Not used.

5.H If the Secretary of State has served a Termination Warning Notice under clause 5.F and:

- a) has not received any representations from the Academy Trust by the date specified in the notice; or
- b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

she may serve a Termination Notice.

5.I Not used.

Termination by the Secretary of State

5.J If at any time before the Academy opens, the total number of prospective pupils who have accepted offers of places to attend the Academy in September 2023 is less than 40, the Secretary of State may:

- a) require the Academy Trust not to open the Academy until 40 prospective pupils have accepted offers of places to attend the Academy; or
- b) serve a Termination Notice.

5.K If at any time after the Academy has opened, the Secretary of State considers that the Academy is not financially viable because of low student numbers, then she may:

- a) serve a Termination Warning Notice; or
 - b) serve a Termination Notice.
- 5.L If both parties agree that the Academy is not financially viable because of low student numbers, they may jointly terminate this Agreement after agreeing the precise terms of termination.
- 5.M If full planning permission (including where relevant listed building consent) in respect of the Permanent Land and the Temporary Land has not been obtained by 1 September 2025, the Secretary of State may at any time thereafter, but for the purpose of this clause only before the grant of full planning permission (including where relevant listed building consent) in respect of the Permanent Land and the Temporary Land, serve a Termination Notice.
- 5.N If at any time before the Academy opening date, the Secretary of State considers that:
 - a) the Academy would, on opening, provide an unacceptably low standard of education; or
 - b) the safety of pupils or staff at the Academy would, on opening, be threatened; or
 - c) the staff employed at the Academy are unsuitable; or
 - d) there is a serious breakdown in the way the Academy Trust is being managed or governed; or
 - e) the buildings and other structures on the Permanent Land and Temporary Land are unsuitable or the Academy Trust has not obtained Building Regulations approval,

she may either:

- A. require the Academy Trust:
 - i. not to open the Academy; or
 - ii. not to admit pupils of a particular age range, to be determined by the Secretary of State; or
 - iii. not to use any building or other structure on the Permanent Land and Temporary Land,

until each relevant matter in paragraphs (a) to (e) above has been resolved to the Secretary of State's satisfaction; or

B. serve a Termination Notice.

Funding and admission during notice period

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

Notice of intention to terminate by Academy Trust

- 5.Q The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the "**Funding Allocation**").
- 5.R If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the "**Critical Year**") and after taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent (and for this reason only) then the Academy Trust may give written notice of its intention to terminate this Agreement on 31 August before the Critical Year.
- 5.S Any notice given by the Academy Trust under clause 5.R must be provided to the Secretary of State within six weeks of the Secretary of State issuing the Funding Allocation. The notice given by the Academy Trust under clause 5.R must specify:
- a) the grounds upon which the Academy Trust's opinion is based, including:
 - i. evidence of those grounds;
 - ii. any professional accounting advice the Academy Trust has received;

- iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and
 - b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and
 - c) a detailed budget of income and expenditure for the Academy during the Critical Year (the “**Projected Budget**”).
- 5.T Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and use their best endeavours to agree a practical solution to the problem.
- 5.U If no agreement is reached by 30 April (or another date if agreed between the parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, then that question will be referred to an independent expert (the “**Expert**”) for resolution. The Expert’s determination will be final and binding on both parties. The Expert will be requested to specify in his determination the amount of the shortfall in funding (the “**Shortfall**”).
- 5.V The Expert will be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert will be appointed by the President of the Institute of Chartered Accountants in England and Wales. The Expert’s fees will be borne equally between the parties.
- 5.W The Expert will be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and Academies Trust (or any successor or equivalent body). The educational specialist’s fees will be borne equally between the parties.
- 5.X If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding

to cover the Shortfall, then the Academy Trust will be entitled to terminate this Agreement, by notice expiring on 31 August before the Critical Year. Any such notice will be given within 21 days after (a) the Expert's determination will have been given to the parties or (b), if later, the Secretary of State will have given written notice of her refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

- 5.Y If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.
- 5.Z Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, she will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, she may at her discretion indemnify or compensate the Academy Trust.
- 5.AA The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid as and when the Secretary of State considers appropriate.
- 5.BB The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clause 5.Z, may include:
- a) staff compensation and redundancy payments;
 - b) compensation payments in respect of broken contracts;
 - c) expenses of disposing of assets or adapting them for other purposes;
 - d) legal and other professional fees; and
 - e) dissolution expenses.
- 5.CC If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:
- a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a nominee of the Secretary of State to use for educational purposes; or
 - b) if the Secretary of State directs that a transfer under clause 5.CC(a) is not required, pay to the Secretary of State at the termination date (or, by agreement with the Secretary of State, at the date of their

subsequent disposal) a sum equivalent to the proportion of the original financial contribution made by HM Government.

5.DD The Secretary of State may:

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

6. OTHER CONTRACTUAL ARRANGEMENTS

Annexes

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

The Master Agreement

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

General

6.C The Academy Trust cannot assign this Agreement.

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

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

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

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

6.H Not used.

Information Sharing with Local Authorities – Statutory Responsibilities

6.I The Academy Trust must provide:

- a) the name, address and date of birth of the pupil or student;
- b) the name and address of a parent of the pupil or student;
- c) information in the institution's possession about the pupil or student (except if the pupil or student concerned (in the case of a pupil or student who has attained the age of 16) or a parent of the pupil or student concerned (in the case of a pupil or student who has not attained the age of 16) has instructed the Academy Trust not to provide information of that kind);

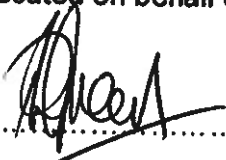
upon request under section 14 of the Education and Skills Act 2008 from a local authority (for the purpose of enabling or assisting it to exercise its functions under Part 1 of that Act); or

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

This Agreement was executed as a Deed on

25/August 2023

Executed on behalf of the Academy Trust by:



Director

and



Director

or

.....

Company Secretary

in the
presence of



Witness

Name: CLAIRE MURKIDGE

Address: 88 DURHAM ROAD
LONDON
NE 9DS.

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:





Duly Authorised

ANNEXES

Annex A

ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS

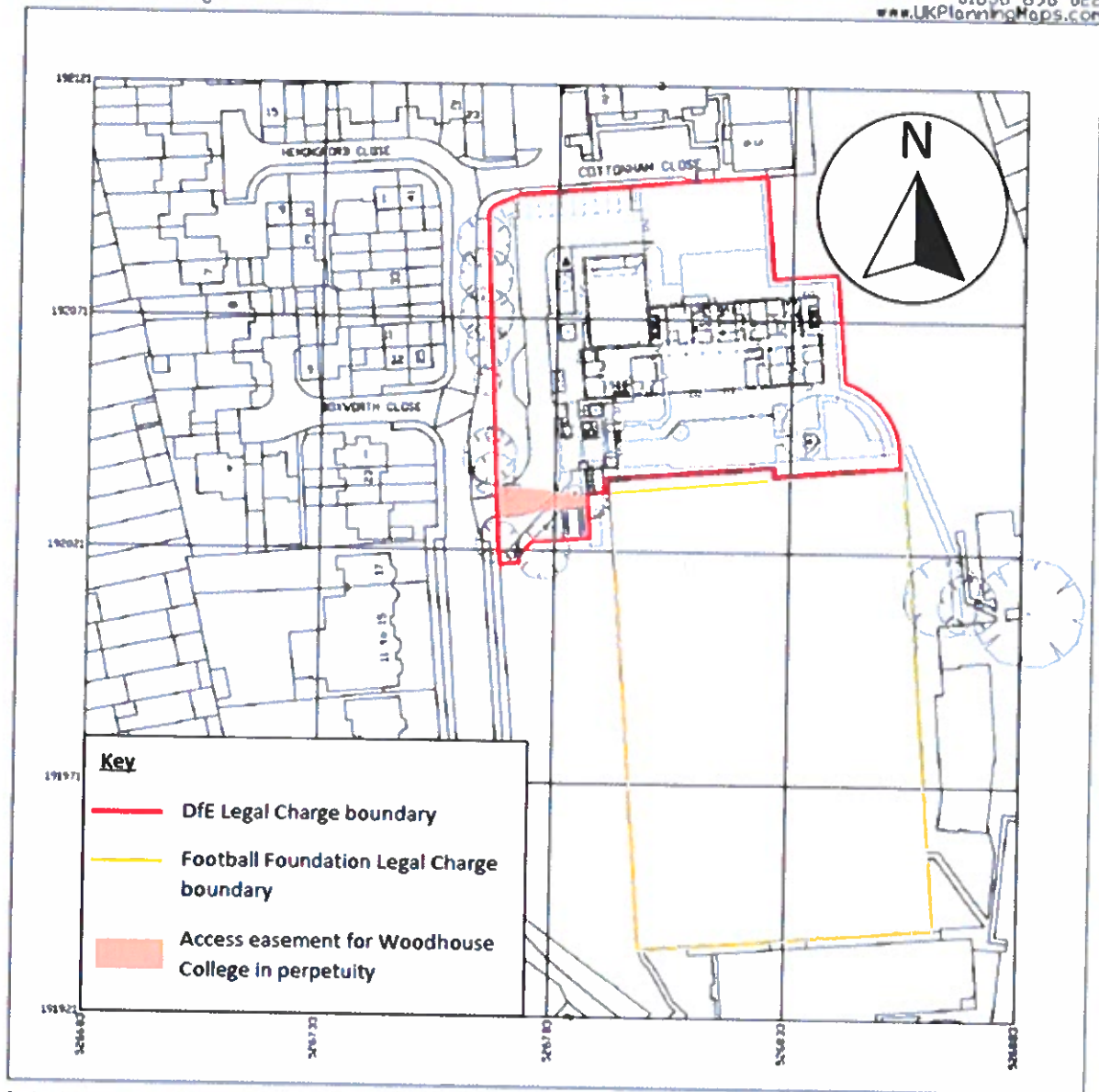
“EHC plan” means an Education, Health and Care plan made under section 37 of the Children and Families Act 2014.

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

Annex B – Permanent Land Plan



01856 898 022
www.UKPlanningMaps.com



Produced on 17 January 2022 from the Ordnance Survey National Geographic Database and incorporating surveyed features available at this date.
This map shows the area bounded by 526480 191921, 526480 191921, 526480 191921, 526480 191921.
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The floor plan shows a large building complex with several distinct sections. At the top, there is a large rectangular area labeled "Gymnasium". Below this, a central corridor or hall runs horizontally. To the left of this hall, there are several rooms, including a "Classroom" and a "Nurse's Office". To the right, there is a large "Auditorium" and a "Gymnasium". The bottom section of the plan features a large "Gymnasium" and a "Classroom". The plan is oriented with North at the top, as indicated by the "N" symbol. The building is surrounded by a parking lot and a road labeled "HILTON AVENUE".



Department
for Education

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