

DATED 9 August 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

GREENSHAW LEARNING TRUST (2)

DEED OF VARIATION

relating to a Supplemental Funding Agreement for Yate Academy

BETWEEN

- and -

together referred to as the "Parties".

INTRODUCTION

- A. The Secretary of State and The Ridings Federation Yate International Academy (company number 07633694) ("**Ridings**") entered into a supplemental funding agreement on 5 August 2009, as varied by a deed of variation between the same parties dated 1 May 2013, (the "**Ridings SFA**") for the maintenance and funding of an all-through 11-19 academy named the "Ridings Federation Yate International Academy" (the "**Academy**").
- B. On 29 August 2017 the Company entered into a deed of novation and variation with the Secretary of State and Ridings to novate the rights and obligations of Ridings under the Ridings SFA to the Company from 1 September 2017 and to amend and restate the terms of the Ridings SFA (the "**Yate SFA**" which is contained in Schedule 1).
- C. At 00.01am on 1 September 2017 the Company assumed operation of the Academy (renamed "**Yate Academy**").
- D. It is proposed that, with effect from 00.01 am on 1 September 2019 (the "**Effective Date**"), the Yate Academy will be de-amalgamated into a distinct primary academy and secondary academy.
- E. The Parties have agreed to:
 - i. further amend and restate the terms of the Existing Yate SFA, in accordance with the terms of this Deed, to form the supplemental funding agreement for the secondary academy; and
 - ii. enter into a separate supplemental funding agreement for the primary academy.

LEGAL AGREEMENT

1. Words, expressions and interpretations used in this Deed shall, unless defined otherwise in this Deed, have the meaning given to them in, and shall be interpreted in accordance with, the supplemental funding agreement (as defined in clause 2 below).
2. The Secretary of State and the Company agree that with effect from Effective Date, the Yate SFA shall be amended and restated in the form of the supplemental funding agreement contained in Schedule 2 (the "**Amended and Restated Yate SFA**") For the avoidance of doubt, the Amended and Restated Yate SFA does not terminate or suspend the Yate SFA but amends and restates it.
3. The provisions of the Yate SFA shall up until the Effective Date continue in full force and effect.
4. The schedules, appendices and annexes to this Deed form part of and are incorporated into this Deed.

GOVERNING LAW AND JURISDICTION

5. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
6. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

7. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

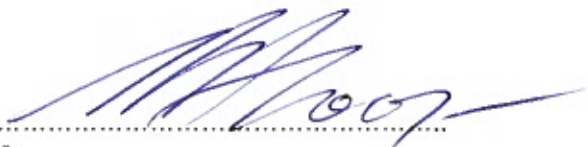
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date hereof.

EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)

.....
Duly authorised by the Secretary of State for Education

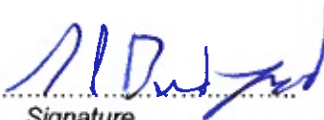


EXECUTED as a deed by
Greenshaw Learning Trust acting
by:



Director

Print name... MIKE COOPER



Witnessed by

Signature

Full name... STEPHEN BRADFORD

Address... GLENWELL ROAD, SUTTON SMITHY

Occupation... DIRECTOR OF RESOURCES

Schedule 1

Yate SFA

**DEED OF NOVATION AND VARIATION
OF THE
SUPPLEMENTAL FUNDING AGREEMENT
FOR
THE RIDINGS FEDERATION YATE INTERNATIONAL ACADEMY**

The Parties to this Deed are:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");
- (2) **GREENSHAW LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 07633694 whose registered address is at Greenshaw Learning Trust, Grennell Road, Sutton, Surrey, England, SM1 3DY ("**IAT**"); and
- (3) **THE RIDINGS' FEDERATION OF ACADEMIES**, a charitable company incorporated in England and Wales with registered company number 06802948, whose registered address is at Winterbourne International Academy, High Street, Winterbourne, Bristol, BS36 1JL (the "**Company**"),

together referred to as the "**Parties**".

INTRODUCTION

- A. The Ridings Federation Yate International Academy is an academy within the meaning of the Academies Act 2010 (the "**academy**") and is currently operated by the Company (a multi academy trust).
- B. The Secretary of State and the Company entered into a Supplemental Funding Agreement on 5 August 2009 as varied by a deed of variation dated 1 May 2013, with a commencement date of 31 August 2011 (the "**Agreement**") for the maintenance and funding of the academy (attached as Schedule 1).
- C. It is proposed that, with effect from 00.01 am on 1 September 2017 (the "**Transfer Date**"), IAT will assume responsibility for the management and operation of the academy in succession to the Company.
- D. The Parties wish to novate the Agreement to IAT and the Secretary of State and IAT wish to vary the terms of the Agreement subject to the provisions of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Agreement, bear the meaning given to it in the Agreement.

NOVATION

2. The Company transfers all its rights and obligations under the Agreement to IAT with effect from the Transfer Date. With effect from the Transfer Date, IAT shall enjoy all the rights and benefits of the Company under the Agreement and all references to the Company in the Agreement shall be read and construed as references to IAT.
3. The references in the Agreement to the Master Funding Agreement between the Company and the Secretary of State shall be read as a reference to the Master Funding Agreement between the IAT and the Secretary of State dated 25-8- 2017.
4. With effect from the Transfer Date, IAT agrees to perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of the Company.
5. With effect from the Transfer Date, the Secretary of State agrees to perform the Agreement and be bound by its terms in every way as if IAT were the original party to it in place of the Company.

OBLIGATIONS AND LIABILITIES

6. With effect from the Transfer Date, the Company and the Secretary of State release each other from all future obligations to the other under the Agreement.
7. Each of the Company and the Secretary of State release and discharge the other from all claims and demands under or in connection with the Agreement arising after the Transfer Date.
8. Each of IAT and the Secretary of State will have the right to enforce the Agreement and pursue any claims and demands under the Agreement against the other with respect to matters arising before, on or after the date of this Deed as though IAT were the original party to the Agreement instead of the Company.

INDEMNITY

9. The Company agrees to indemnify IAT against any losses, liabilities, claims, damages or costs that IAT suffers or incurs under or in connection with the Agreement as a result of the Company's failure to perform or satisfy its obligations under the Agreement on or before the Transfer Date.
10. IAT agrees to indemnify the Company against any losses, liabilities, claims, damages or costs the Company suffers or incurs under or in connection with the Agreement as a result of IAT's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

VARIATION

11. The Secretary of State and IAT agree that with effect from the Transfer Date the Agreement shall be amended and restated so as to take effect in the form set out in Schedule 2 to this Deed.
12. As varied by this Deed, the Agreement shall remain in full force and effect.
13. This Deed shall be governed by and interpreted in accordance with English law.
14. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

15. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a deed by affixing the corporate seal)
of THE SECRETARY OF STATE FOR EDUCATION)
authenticated by:-)

Nare Costigan
Duly authorised by the SECRETARY OF STATE FOR EDUCATION
Date 29-8-17



EXECUTED as a deed by
GREENSHAW LEARNING TRUST
acting by one director in the
presence of a witness

Director [Signature]
Print name MIKE COOPER
Date

Witness [Signature]
Print name STEPHEN PAUL BRADLEY
Address LAENNEL ROAD, INTON, SHARLEY SM130Y
Occupation DIRECTOR OF REPAIRS

EXECUTED as a deed by THE
RIDINGS' FEDERATION OF
ACADEMIES acting by one director
in the presence of a witness:

Director [Signature]
Print name CLAIRE EMERY
Date

Witness [Signature]
Print name VIVIANNE JANE TOVEY
Address WINTERBOWNE INTERNATIONAL AC
Occupation HIGH STREET, WINTERBOWNE
S. GLOS BS36 1TL

SENIOR FINANCE OFFICER

Schedule 1
Supplemental Funding Agreement

THIS AGREEMENT made

5th August

2009

BETWEEN

(1) **THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES**; and

(2) **THE RIDINGS' FEDERATION OF ACADEMIES TRUST**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated [5th August] 2009 (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:

"the Academy" means The Ridings' Federation Yate International Academy to be established at Sundridge Park Yate South Gloucestershire BS37 4DX.

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

"Minimum Period" means a period determined according to the following table:

If at the time the Special Measures Notice is given the Academy shall have been opened for:	The Minimum Period will be
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Less than 12 months	36 months
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Less than 24 months but 12 months or more	24 months
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24 months or more	12 months
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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 specialism of the Academy will be science and health and sport.
- 2.3. The arrangements for admission of pupils to the Academy are set out at the Annex to this Agreement.
- 2.4. The Academy is intended to open on 1 September 2009.
- 2.5. The planned final pupil number of the Academy is 900.

3. CAPITAL GRANT

- 3.1. Pursuant to clause 63 of the Master Funding Agreement, the Secretary of State will provide funding to the LA in accordance with arrangements made under the PFS National Construction Contractors' Framework for Academies and Educational Facilities.

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 2016 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 12 of the Master Agreement or that the conditions and requirements set out in clauses 13-59B of the Master 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 12 of the Master Agreement or is not meeting the conditions and requirements of clauses 13-59B of the Master 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 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 13-59B of the Master 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 will, by not later than the end of December each 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 100 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 Specialist Schools and Academies Trust. 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 clause 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 482 of the Education Act 1996.
- 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. not less than the Minimum Period after the Special Measures Notice, 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 clauses 123-127 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 Sponsor Directors (as defined in the Articles) in accordance with the Articles.

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 482 of the Education Act 1996.
- 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 12 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 13-59B of the Master 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:
- 6.5.1. 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
- 6.5.2. if the Secretary of State confirms that a transfer under clause 6.5.1 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 6.5.2 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. If any land or premises of the Academy were acquired by the Company from an LA by a scheme under Schedule 35A of the Education Act 1996 or otherwise at less than the market value of the land at the date of acquisition, and the Secretary of State does not make a scheme as provided for in Schedule 35A (Paragraph 8) of the Education Act 1996, the Company may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Company and the LA from which the land was transferred before giving or withholding that consent.

ANNEX

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

THE MASTER AGREEMENT

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

ENGLISH LAW


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

This Agreement was executed as a Deed on 5th August 2009

EXECUTED on behalf of the Company by :

.....

Director

.....

Director/Secretary

Witness.....
Name.....
Address.....
Occupation.....

The Corporate Seal of the Secretary of State for Children, Schools and Families, hereunto affixed is authenticated by:



BRETT WELCH

Duly Authorised

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Arrangements for Admission for pupils at the Ridings' Federation Yate International Academy

THE ADMISSION OF STUDENTS TO THE RIDINGS' FEDERATION OF ACADEMIES

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and The Ridings' Federation of Academies Trust.
2. The Ridings' Federation of Academies Trust will act in accordance with, and will ensure that the Independent Appeal Panel (as part of South Gloucestershire Democratic Services) 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 Children, Schools and Families ("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 law to "admission authorities" shall be deemed to be references to the Trustees of The Ridings' Federation of Academies Trust.
3. Notwithstanding the generality of paragraph 2 above, The Ridings' Federation of Academies Trust will take part in the Admissions Forum set up by the Local Authority and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the Local Authority and the local in-year fair access protocol.
4. Notwithstanding any provision in this Agreement, the Secretary of State may direct The Ridings' Federation of Academies Trust to admit a named student to the Ridings Federation of Academies on application from a local authority. Before doing so the Secretary of State will consult The Ridings' Federation of Academies Trust.
5. The Ridings' Federation of Academies Trust shall ensure that parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of The Ridings' Federation of Academies Trust. The Independent Appeal Panel will be independent of The Ridings' Federation of Academies Trust. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Children, Schools and Families as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.
6. The Ridings' Federation of Academies Trust shall adhere to the guidance for parents about how the appeals process will work through the co-ordinated admissions programme of the Local Authority and provide parents with a named contact who can answer any enquiries parents may have about the process.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

7. The Ridings' Federation of Academies Trust shall consult the following parties on the Federation's proposed admission arrangements by 1 March in the Academies Financial Year beginning two years before the Academies Financial Year which the admissions arrangements will be for e.g. March 2009 for admissions in September 2010, ("Determination Year"):

- a) The Local Authority.
- b) The admission forum for the Local Authority.
- c) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the Local Authority.
- d) Any other governing body for primary and secondary schools (as far as not falling within paragraph c) located within the relevant area for consultation.
- e) Affected admission authorities in neighbouring local authority areas.

Such consultation shall be in line with the requirements of the Codes and relevant admissions legislation, which at the date of this Agreement is section 84 of the School Standards and Framework Act 1998 as amended, and Regulations under that section.

The Ridings' Federation of Academies Determination of Admission Arrangements

- 8. The Ridings' Federation of Academies Trust will consider comments made by those consulted in accordance with paragraph 7, including any requests to amend the proposed admissions number, before determining the admissions arrangements for the Federation.
- 9. The Ridings' Federation of Academies Trust will determine the Federation's admission arrangements by 15 April of the Determination Year and notify those consulted in accordance with paragraph 7 what has been determined within 14 days of that decision being made.

Representations about admission arrangements

- 10. Where The Ridings' Federation of Academies Trust has determined the Federation's admission arrangements and notified all those bodies that it has consulted in accordance with paragraph 9, if any of those bodies object to the Federation's admission arrangements, including the proposed admissions number, they can make representations to the Secretary of State. Any representations must be made by 30 June in the Determination Year.

Secretary of State's Consent for Changes to Admissions Arrangements

- 11. Where the admissions arrangements determined in a Determination Year in accordance with paragraph 9 are different to the admissions arrangements currently in existence for the Academy, The Ridings' Federation of Academies Trust shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admissions arrangements.

Secretary of State's Power to Accept, Modify or Reject Admissions Arrangements

- 12. Where the Secretary of State has received any representations made in accordance with paragraph 10, the Secretary of State must consult The Ridings' Federation of Academies Trust on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that The Ridings' Federation of Academies Trust amends the proposed admissions arrangements for the Federation. The Ridings' Federation of Academies Trust shall comply with any such direction.

13. Where the Secretary of State has received an application made in accordance with paragraph 11 to consent to any amended admissions arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admissions arrangements or direct that the amended admissions arrangements are not implemented or must be modified. The Ridings' Federation of Academies Trust must comply with any such direction.

Publication of Admission Arrangements

14. The Ridings' Federation of Academies Trust shall each Determination Year publish the Ridings Federation of Academies agreed admission arrangements through the South Gloucestershire Admission to Secondary Schools booklet by:
- a) copies being sent to the persons consulted in paragraph 7;
 - b) copies being sent to primary and secondary schools in the Local Authority's area;
 - c) copies being made available without charge on request from the Academies;
 - d) copies being sent to public libraries in the area of the Local Authority for the purposes of being made available at such libraries for reference by parents and other persons.
15. The published admissions arrangements will, in accordance with the South Gloucestershire co-ordinated arrangements, set out:
- a) the name and address of The Ridings' Federation of Academies and contact details;
 - b) a summary of the admissions policy, including oversubscription criteria and any arrangements for Post-16 admission;
 - c) a statement of any religious affiliation if relevant;
 - d) numbers of places and applications for those places in the previous year; and
 - e) arrangements for hearing appeals.

Proposed Changes to Admission Arrangements by The Ridings' Federation of Academies After Arrangements Have Been Published

16. Subject to paragraph 17, once the Federation's admission arrangements have been determined for a particular year and published, The Ridings' Federation of Academies Trust will not make any change to such arrangements unless there is a major change of circumstances and the following procedures have been followed:
- a) The Ridings' Federation of Academies Trust has consulted those who were consulted under paragraph 7 above on the proposed variation;

- b) Following such consultation, The Ridings' Federation of Academies Trust has applied to the Secretary of State to approve the change setting out:
 - i) the proposed change;
 - ii) reasons for wishing to make such change;
 - iii) any comments or objections to the proposal from those consulted; and
 - c) Following such application, the Secretary of State has provided his consent to the proposed variation.
17. The Ridings' Federation of Academies Trust shall following the prior written agreement or direction of the Secretary of State vary the Federation's admissions arrangements where such changes are necessary to ensure compliance with the relevant provisions of admissions law or the Codes as they apply to maintained schools. Such changes may be made at any time.
18. Any changes to the Federation's admission arrangements brought about through the variation processes in paragraphs 16 or 17 above must be published within the Federation's prospectus and website (if it has one) and be communicated within 7 days to those persons who must be consulted under paragraph 7.
19. The Ridings' Federation of Academies Trust must make arrangements for a parent of a child who has attained the age of two but is not above compulsory school age and who has been, is or will be eligible to apply to be admitted to the Federation to make representations to the Secretary of State that any aspect of the Federation's admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.
20. Where a representation is made in accordance with paragraph 19, the Secretary of State may, after consulting The Ridings' Federation of Academies Trust, direct that The Ridings' Federation of Academies Trust modify its arrangements for the admission of students to the Academy so that they comply with the relevant provisions of admissions law and the Codes as they apply to maintained schools. The Ridings' Federation of Academies Trust must comply with any such direction.
21. Records of applications and admissions to the Federation shall be kept by The Ridings' Federation of Academies Trust for a minimum period of ten years and shall be open for inspection by the Secretary of State.

PROCEDURE FOR ADMITTING STUDENTS TO THE FEDERATION

Admissions Number

22. The Ridings' Federation of Academies Trust has the following agreed admissions numbers for the Academy for the year 2009/2010 and, subject to any changes approved or required by the Secretary of State, for subsequent years:

The Ridings' Federation Winterbourne International Academy:

- a) 302 students for students in Year 7

- b) The Ridings' Federation Winterbourne International Academy will admit students from other schools at age 16 and as such an Admission Number will be required. Students already at the Academy have an automatic entitlement to enter the Sixth Form providing they meet the entry requirements.

The minimum number of external candidates admitted to The Ridings' Federation Winterbourne International Academy Sixth Form is 1. This constitutes the Sixth Form admission number.

The Ridings' Federation Winterbourne International Academy has an anticipated Sixth Form roll of 380 students.

The Ridings' Federation Yate International Academy

- a) 150 students for students in Year 7
- b) The Ridings' Federation Yate International Academy will admit students from other schools at age 16 and as such an Admission Number will be required. Students already at the Academy have an automatic entitlement to enter the Sixth Form providing they meet the entry requirements.

The minimum number of external candidates admitted to The Ridings' Federation Yate International Academy Sixth Form is 1.

The Ridings' Federation Yate International Academy has an anticipated Sixth Form roll of 150 students.

- 23. In any specific year, The Ridings' Federation of Academies Trust may set higher admission numbers than either Academies agreed admission number for an applicable year group. Before setting an admission number higher than its agreed admission number, The Ridings' Federation of Academies Trust will consult those listed at paragraph 7. Students will not be admitted in any year group above the published admissions number for that year group unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of Application

- 24. Arrangements for applications for places at the Federation will be made in accordance with the Local Authority's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the South Gloucestershire Local Authority.
- 25. The Ridings' Federation of Academies Trust will use the following timetable for applications to the Federation each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the South Gloucestershire Admissions Forum, South Gloucestershire County Council Local Authority, local authorities admissions, local Academies and local Admissions Forum.

- a) By September - The Ridings' Federation of Academies Trust will publish in The Ridings' Federation of Academies' prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2009 for admission in September 2010). This will include details of open evenings and other opportunities for prospective students and their parents to visit the Academy. The Ridings' Federation of Academies Trust will also provide information in relation to the Academies to the South Gloucestershire County Council Local Authority for inclusion in the composite prospectus, as required;
- b) September/October - The Ridings' Federation of Academies Trust will provide opportunities for parents to visit either Academy;
- c) October/November - Common Application Form to be completed and returned to the South Gloucestershire County Council Local Authority to administer;
- d) South Gloucestershire County Council Local Authority sends Federation applications to The Ridings' Federation of Academies Trust;
- e) Where an individual Academy is over-subscribed, South Gloucestershire Local Authority will use the agreed procedures to determine which students will be offered places at the individual Academy.
- f) February - South Gloucestershire County Council Local Authority applies agreed scheme for own schools, informing other affected neighbouring Local Authorities of offers to be made to their residents.
- g) 1st March offers made to parents.

Consideration of Applications

- 26. The Ridings' Federation of Academies Trust will consider all applications for places at the Ridings Federation of Academies. Where fewer than the published admission number(s) for the relevant year groups are received, The Ridings' Federation of Academies Trust will offer places at the respective Academy to all those who have applied.

Procedures where the Ridings' Federation Winterbourne International Academy is oversubscribed

Admission year 7

- 27 (a) Where the number of applications for admission is greater than the published admission number, applications will be considered against the criteria set out below. After the admission of students with statements of Special Educational Needs where The Ridings' Federation Winterbourne International Academy is named on the statement, the criteria will be applied in the order in which they are set out below:
 - 1. Children in Public Care.
 - 2. Special Educational Needs: Where the child has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities and this requires admission to the Academy applied for.

3. Local siblings (those living within a Academy's Area of Prime Responsibility and who have named the Academy as a preference). Children are defined as local siblings if:
- they are half or full brother or sister; or
 - they are adoptive brother or sister; or
 - they are children of the same household; and
 - they live within the Academy's defined Area of Responsibility; and
 - they have indicated that Academy as a preference; and
 - the older sibling is already in attendance at the preferred Academy and will be in attendance in September 2009 (statutory school age only).
4. a) Geographical considerations (those living within a Academy's Area of Prime Responsibility).

Priority will be given to those children who live within the Area of Prime Responsibility for the Academy. Where the Academy also has an area of First Responsibility, children living in this area will be given the highest priority.

If in any year there are more children living within the Area of Prime Responsibility than the number of places available at the Academy, priority will be given to those children who live closest to the Academy as measured by the nearest available walking route from home address to the Academy. (Distances from home to the nearest Academy gate are measured using the South Gloucestershire Council Routes to School Gazetteer adopted by 1 September 2008). All applications will be considered at the same time and the published over-subscription criteria applied.

The Area of Prime responsibility is defined in Appendix 1 – map for The Ridings' Federation Winterbourne International Academy.

- b) Geographical considerations (those living outside a Academy's Area of Prime Responsibility).

After places have been allocated from within the Area of Prime Responsibility, any remaining places will be allocated to those children who live closest to the Academy as measured by the nearest available walking route from the home address to the Academy. (Distances from home to the nearest Academy gate are measured using the South Gloucestershire Council Routes to School Gazetteer adopted by 1 September 2008). All applications will be considered at the same time and the published over-subscription criteria applied.

Documentary Evidence

In fairness to all parents/carers, The Ridings' Federation of Academies reserves the right to require documentary evidence in support of the application. For example, evidence of a child's date of birth, parent/carer responsibility, the validity of a family address and, if this is not produced, The Academies Trust reserves the right to make its own enquiries.

Examples of evidence which may be requested include a birth certificate, a copy of a court order, a solicitor's letter confirming exchange of contracts (and completion date on a new property), a rental agreement, a letter from an employer, a solicitor's letter confirming residency, a letter from a bank or building society, a child benefit book or evidence of the child's residency.

Withdrawing Offers

Once the offer of a place has been made, The Ridings' Federation of Academies may withdraw this but only in very limited circumstances, for example:

- where the application was fraudulent or intentionally misleading;

or

- where a parent/carer has not responded to the offer within a reasonable time.

Procedures where The Ridings' Federation Yate International Academy is oversubscribed

- 27 (b) Where the number of applications for admission is greater than the published admission number, applications will be considered against the criteria set out below. After the admission of students with statements of Special Educational Needs where The Ridings' Federation Yate International Academy is named on the statement, the criteria will be applied in the order in which they are set out below:
1. Children in Public Care.
 2. Special Educational Needs: Where the child has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities and this requires admission to the Academy applied for.
 3. Local siblings (those living within a Academy's Area of Prime Responsibility and who have named the school as a preference). Children are defined as local siblings if:
 - they are half or full brother or sister; or
 - they are adoptive brother or sister; or
 - they are children of the same household; and
 - they live within the Academy's defined Area of Responsibility; and
 - they have indicated that Academy as a preference; and
 - the older sibling is already in attendance at the preferred Academy and will be in attendance in September 2009 (statutory school age only).

4. a) Geographical considerations (those living within a Academy's Area of Prime Responsibility).

Priority will be given to those children who live within the Area of Prime Responsibility for the Academy. Where the Academy also has an area of First Responsibility, children living in this area will be given the highest priority. If in any year there are more children living within the Area of Prime Responsibility than the number of places available at the Academy, priority will be given to those children who live closest to the Academy as measured by the nearest available walking route from home address to the Academy. (Distances from home to the nearest Academy gate are measured using the South Gloucestershire Council Routes to School Gazetteer adopted by 1 September 2008). All applications will be considered at the same time and the published over-subscription criteria applied.

The Area of Prime responsibility is defined in Appendix 2 – map for The Ridings' Federation Yate International Academy

- b) Geographical considerations (those living outside a Academy's Area of Prime Responsibility).

After places have been allocated from within the Area of Prime Responsibility, any remaining places will be allocated to those children who live closest to the Academy as measured by the nearest available walking route from the home address to the Academy. (Distances from home to the nearest Academy gate are measured using the South Gloucestershire Council Routes to School Gazetteer adopted by 1 September 2008). All applications will be considered at the same time and the published over-subscription criteria applied.

Documentary Evidence

In fairness to all parents/carers, The Ridings' Federation of Academies reserves the right to require documentary evidence in support of the application. For example, evidence of a child's date of birth, parent/carer responsibility, the validity of a family address and, if this is not produced, The Academies Trust reserves the right to make its own enquiries. Examples of evidence which may be requested include a birth certificate, a copy of a court order, a solicitor's letter confirming exchange of contracts (and completion date on a new property), a rental agreement, a letter from an employer, a solicitor's letter confirming residency, a letter from a bank or building society, a child benefit book or evidence of the child's residency.

Withdrawing Offers

Once the offer of a place has been made, The Ridings' Federation of Academies may withdraw this but only in very limited circumstances, for example:

- where the application was fraudulent or intentionally misleading;

or

- where a parent/carer has not responded to the offer within a reasonable time.

Post 16 admission criteria

- 28 (a) The Ridings' Federation of Academies Trust will publish specific criteria in relation to minimum academic entrance requirements for admission to the Post-16 provision. These criteria are the same for internal and external transfers. These criteria will be published annually in the LA's Post-16 Area Prospectus and in the Academy's own prospectus.

Where the number of applications exceeds the number of Post-16 places available and after the admission of students with statements of Special Educational Needs where The Ridings' Federation Winterbourne International Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

1. Children in Public Care.
2. Special Educational Needs: Where the child has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities and this requires admission to the Academy applied for.
3. Local siblings (those living within a Academy's Area of Prime Responsibility and who have named the Academy as a preference).
4. a) Geographical considerations (those living within a Academy's Area of Prime Responsibility).
b) Geographical considerations (those living outside a Academy's Area of Prime Responsibility).

- 28 (b) The Ridings' Federation of Academies Trust will publish specific criteria in relation to minimum academic entrance requirements for admission to the Post-16 provision. These criteria are the same for internal and external transfers. Where the number of applications exceeds the number of Post-16 places available and after the admission of students with statements of Special Educational Needs where The Ridings' Federation Yate International Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

1. Children in Public Care.
 2. Special Educational Needs: Where the child has a physical or mental impairment that has a substantial and long-term adverse effect on his or her ability to carry out normal day-to-day activities and this requires admission to the Academy applied for.
 3. Local siblings (those living within a Academy's Area of Prime Responsibility and who have named the Academy as a preference).
 4.
 - a) Geographical considerations (those living within a Academy's Area of Prime Responsibility).
 - b) Geographical considerations (those living outside a Academy's Area of Prime Responsibility).
29. There will be a right of appeal to an Independent Appeals Panel for internal students refused transfer and external applicants refused admission.

Operation of waiting lists

30. Subject to any provisions regarding waiting lists in the Local Authority's co-ordinated admission scheme, the Academy will operate a waiting list [for each year group]. Where in any year either Academy receives more applications for places than there are places available, a waiting list will operate until the end of Term 1. This will be maintained by The Ridings' Federation of Academies Trust and it will be open to any parent to ask for his or her child's name to be placed on the waiting list, following an unsuccessful application.
31. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 27, above. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for Admitting Students to Other Year Groups, Including To Replace any Students Who have Left The Ridings' Federation of Academies

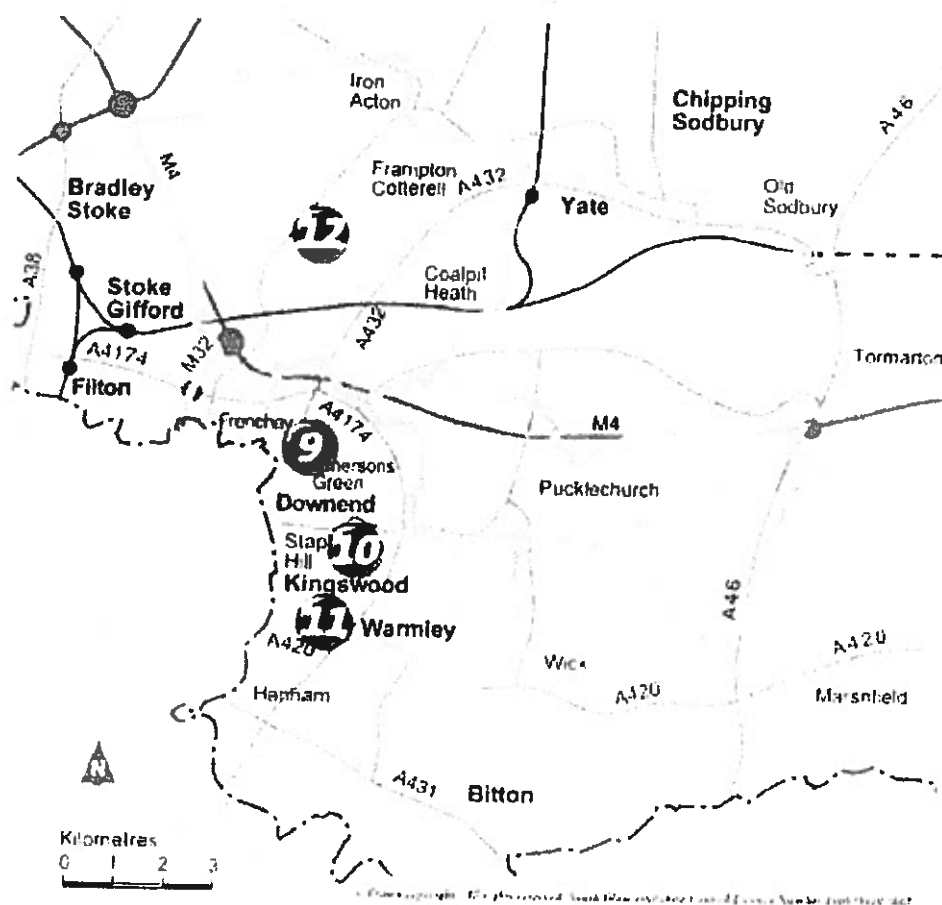
32. Subject to any provisions in the Local Authority's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, The Ridings' Federation of Academies Trust will consider all such applications and if the year group applied for has a place available, admit the child unless one of the permitted reliefs apply. If more applications are received than there are places available, the oversubscription criteria in paragraph 27 [or for Post-16 places, paragraph 28] shall apply. Parents whose application is turned down shall be entitled to appeal.

Arrangements for Admission of students as The Ridings' Federation of Academies Builds to its Full Capacity

33. The Federation will open on 1 September 2009 with a Published Admission Number relating solely to students in Year 7 and, where relevant, Year 12. Students in subsequent Years will have been transferred automatically from the predecessor schools, The Ridings High School and King Edmund Community School, which will close on 31 August 2009.
34. There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.

Appendix 1.

The Ridings' Federation Winterbourne International Academy - Area of Prime Responsibility



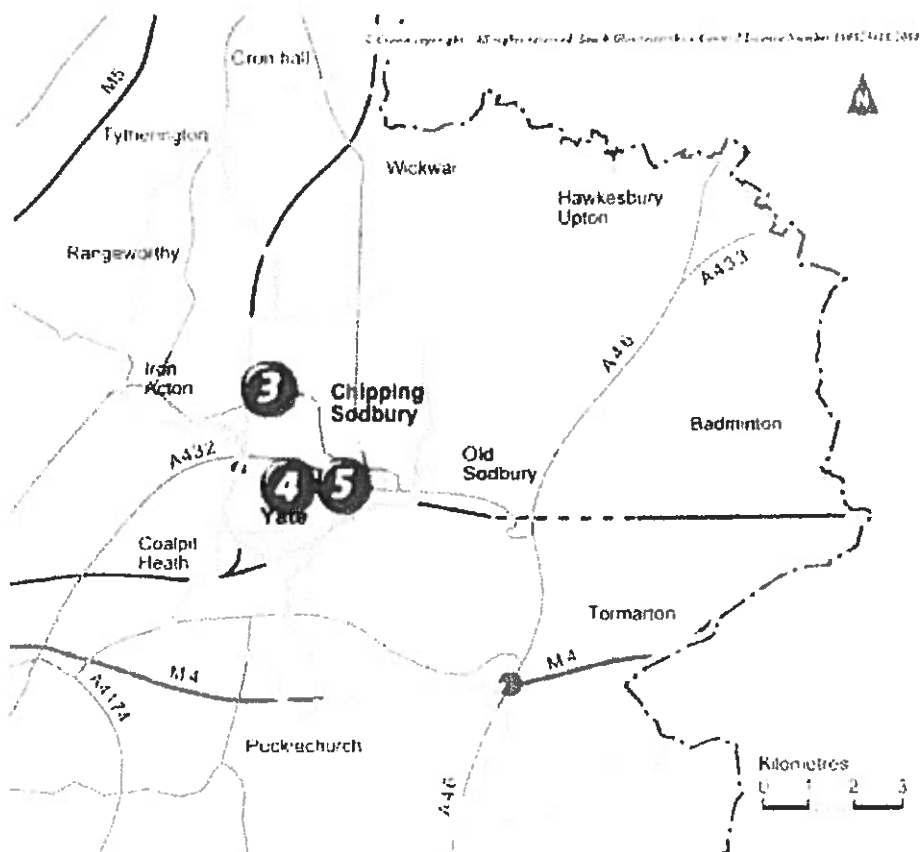
12. The Ridings' Federation Winterbourne International Academy

The Ridings' Federation Winterbourne International Academy has a First Area of Responsibility for the areas of Winterbourne, Frampton Cotterell, Frenchay, Hambrook and parts of Westerleigh Parish (see area 'a' on map).

- 9. Downend School
- 10. Mangotsfield School
- 11. Kingsfield School

Appendix 2.

The Ridings' Federation Yate International Academy - Area of Prime Responsibility



4. The Ridings' Federation Yate International Academy

The Ridings' Federation Yate International Academy has a First Area of Responsibility for parts of Westerleigh and Dodington parishes. (see area 'c' on map).

3. *Brimsham Green School*

5. *Chipping Sodbury School*

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education (the "**Secretary of State**"),

- and -

(2) The Ridings' Federation of Academies Trust, a charitable company incorporated in England and Wales with registered number 6802948 (the "**Company**").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a master funding agreement dated 5 August 2009 (the "**Master Funding Agreement**") and a supplemental funding agreement dated 5 August 2009 relating to the establishment, maintenance and funding of an independent school known as The Ridings' Federation Yate International Academy, (the "**Supplemental Funding Agreement**"), (together the "**Agreements**").
- B. The Parties now wish to vary and amend the terms of the Supplemental Funding Agreement and wish to record their agreement as to such variations/amendments to the Supplemental Funding Agreement by this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Agreements, bear the meaning given to it in the Agreements.
- 2. The Secretary of State and the Academy agree that with effect from the [31 August 2011] the Supplemental Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 3. As varied by this Deed, the Agreements shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

- 4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 5. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that

arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

6. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

EXECUTED AND DELIVERED AS A DEED by the Parties on the ^{1st} day of May 2013

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

COM
Duly Authorised by the Secretary of State for Education

Executed on behalf of The
Ridings' Federation of
Academies Trust by

[Signature]
Director

Print name DR R. S. GIBSON

Witnessed by Mr. LMKall

Full name LINDA HALL

Address 32 THE CRONDIS, BRADLEY STOKE,
BASTOL

Occupation EXECUTIVE ASSISTANT



Schedule 1

Amendments to the Supplemental Funding Agreement

1. The definition of "the Academy" shall be deleted and replaced with:

"the Academy" means The Ridings' Federation Yate International Academy which was established in 2009 at Sundridge Park, Yate, South Gloucestershire, BS37 4DX and which will incorporate the former maintained school, Woodlands Primary School at Sundridge Park, Yate, South Gloucestershire, BS37 4HB;"

2. Clauses 2.4 and 2.5 shall be deleted and replaced with:

ACADEMY OPENING DATE

2.4 The Academy opened on 1 September 2009 replacing the former maintained school, King Edmund Community School. The Academy shall be extended from 1 September 2011 to incorporate the former maintained school, Woodlands Primary School.

2.5 The planned capacity of the Academy is 1320 in the age range 4-19, including a sixth form of 150 places.

3. Clause 6.7 shall be deleted and replaced with:

" If any land or premises of the Academy were acquired by the Company from an LA by a scheme under Schedule 35A of the Education Act 1996, Paragraph 1 of Schedule 1 of the Academies Act 2010 or otherwise at less than the market value of the land at the date of acquisition, and the Secretary of State does not make a scheme as provided for in Schedule 35A (Paragraph 8) of the Education Act 1996 or Paragraph 6 of Schedule 1 of the Academies Act 2010, the Company may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Company and the LA from which the land was transferred before giving or withholding that consent.

Schedule 2
Amended Supplemental Funding Agreement



Department
for Education

Mainstream academy and free school: supplemental funding agreement

Yate Academy

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SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	Greenshaw Learning Trust
Company number	07633694
Date of Master Funding Agreement	<u>25 - 8 -</u> 2017
Name of academy	Yate Academy
Opening date	1 September 2009
Type of academy (indicate whether academy or free school)	Sponsored Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	King Edmund Community School (a community school)
Capacity number	1320
Age range	3 – 19
Number of sixth form places	150
Number of boarding places	N/A
SEN unit / Resource provision	Resource provision
Land arrangements	Version 2
Address and title number of Land	The Ridings Federation Yate International Academy Sunridge Park Yate South Gloucestershire BS37 4DX Title number: GR329624

Please confirm which clause variations have been applied or marked as 'Not used'

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 where there was a predecessor independent school		X
2.G	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	X	
2.M	Clause applies only to academies and free schools designated with a religious character		X
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		X
2.O	Clause applies only to academies that were formerly partially selective grammar schools		X
2.T	Clause applies to free schools and new provision academies designated with a religious character		X
2.W	Clause only applies where the academy is designated with a religious character		X
2.X	Clause only applies where the academy has not been designated with a religious character	X	
2.Y	Clause applies where an academy was previously a VC school or foundation school designated with a religious character		X
2.Y(c)	Sub-clause applies if the academy is designated with a denominational religious character – CE etc. rather than 'Christian'		X

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 there was a predecessor independent school), or new provision academies	X	
5.G.1	Clause applies only to a boarding academy/free school.		X
5.I	Clause only applies to sponsored 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
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
5.O	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 identify any other variations from the model that apply to this academy (e.g. clauses relating to PFI, or any required because the multi academy trust includes academies designated with different religious characters, or a mixture of those designated with a religious character, and those which are not):

Clause No.	Amendment
5l – 5l(a)	Clause amended to reflect that the academy is already open but will become a sponsored academy under Greenshaw Learning Trust from 1 September 2017.
Execution Clause	Removed to reflect that the Supplemental Funding Agreement has already been executed and is to be amended and restated by a Deed of Novation and Variation.

1. ESTABLISHING THE ACADEMY

- 1.A This Agreement made between the Secretary of State for Education and Greenshaw Learning Trust is supplemental to the master funding agreement made between the same parties and dated 25-8- 2017 (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 Yate Academy.

"**Coasting**" has the meaning given by regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

"**SEN**" means Special Educational Needs and the expressions "**special educational needs**" and "**special educational provision**" have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

"**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 his 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 Sponsored 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 opened on 1 September 2009.
- 1.I Not used.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.4 of the Master Agreement, 7.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 pupils, teach pupils, and assess and report on pupils' development, progress and attainment.
- 2.A.1 Not used.

Pupils

- 2.B The planned capacity of the Academy is 1320 in the age range 3 – 19, including a sixth form of 150 places which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.

SEN unit

- 2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 15 planned places for pupils with Hearing Impairment in the age range 3 – 19.

- 2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:
- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
 - b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area.

Charging

- 2.E Not used.

Admissions

- 2.F Subject to clauses 2.K– 2.L the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in accordance with, the School Admissions Code and School Admission Appeals Code published by the DfE (the "Codes") and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to "admission authorities" will be deemed to be references to the Academy Trust.
- 2.G Pupils on roll in a Predecessor School which was a maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted to the Academy.
- 2.H The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated. If the Academy is a free school, the Academy Trust is not required to participate in coordination for its first intake of pupils.
- 2.I The Academy Trust may determine admission arrangements (subject to consultation in line with the Codes) that give priority for admission to children

attracting the Pupil Premium, including the service premium (the “pupil premium admission criterion”), but not above looked-after children and 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 'relevant 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 meaning of "**relevant area**" for the purposes of 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 Office of the Schools Adjudicator ("**OSA**") will consider objections to the Academy's admission arrangements (except objections against the agreed variations from the Codes specified at clause 2.K, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA. The OSA's determination of an objection is binding on the Academy and the Academy Trust must make 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)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to "religious education" and "religious worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.X.
- 2.W Not used.
- 2.X Subject to clause 2.V, **where the academy has not been designated with a religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):
- a) provision must 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) the Academy must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that paragraph 4 of that Schedule does 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.
- 2.Y Not used.
- 2.Z The Academy Trust must have regard to any Guidance, 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 that they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust must also have regard to the requirements in section 405 of the Education Act 1996, as if the Academy were a maintained school.

- 2.AA The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

3. GRANT FUNDING

Calculation of GAG

3A-3D. Not used.

- 3.E The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which the Academy opens, the pupil count will be determined on the same basis as that used by the relevant LA for determining the budget of the maintained Predecessor School.

- 3.F For Academy Financial Years after that referred to in clause 3.E, the basis of the pupil count for determining GAG will be:

- a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
- 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 his 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 his discretion.

3.H Not used.

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 Not used.

3.K The Secretary of State may pay the Academy Trust's costs in connection with the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Such payment will be agreed on a case-by-case basis. The Academy Trust must not budget for such a payment unless the Secretary of State confirms in writing that it will be paid.

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 3.I cease to apply or the Academy closes.

4. LAND

"Land" means the land at The Ridings Federation Yate International Academy,

Sunridge Park, Yate, South Gloucestershire, BS37 4DX, being part of the land registered with title number GR329624 and demised by the Lease.

"Lease" means the lease or other occupational agreement between the Academy Trust and a third party (the **"Landlord"**) under which the Academy Trust derives title to the Land.

"Property Notice" means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord) which materially affects the Academy Trust's ability to use the Land for the purposes of the Academy.

Restrictions on Land transfer

4.A The Academy Trust must:

- a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the **"Restriction"**) to be entered in the proprietorship register for the Land:

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) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit 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 the 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.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.
- 4.C The Academy Trust must comply with the Lease and promptly enforce its rights against the Landlord.
- 4.D The Academy Trust must not, without the Secretary of State's consent:
- a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;
 - b) grant any consent or licence; or
 - c) create or allow any encumbrance; or
 - d) part with or share possession or occupation; or
 - e) enter into any onerous or restrictive obligations,
- in respect of all or part of the Land.

Option

- 4.E The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the Land at nil consideration. The Secretary of State may exercise the Option in writing on termination of this Agreement. If the Option is exercised, completion will take place 28 days after the exercise date in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

Option Notice

4.F 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 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 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 the 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.

Property Notices

4.G 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.

Breach of Lease

4.H If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.

4.I After notifying the Secretary of State under clause 4.H, the Academy Trust must:

- a) promptly give the Secretary of State all the information he asks for about the breach;
- b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and
- c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

Sharing the Land

4.J Where:

- a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and
- b) the Secretary of State then considers that not all the Land is needed for the operation of the Academy at planned capacity,

the Secretary of State must consult with the Academy Trust to determine whether part of the Land could be demised or sublet to another Academy Trust, as the Secretary of State considers appropriate, for the purpose of that Academy Trust establishing and maintaining an educational institution on the

Land.

- 4.K To the extent the Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 4.J, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the Lease in order to enable it to share occupation of the Land with the incoming Academy Trust and to provide the incoming Academy Trust with security of tenure over the Land occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable costs incurred by the Academy Trust in connection with this clause.
- 4.L For the purposes of clause 4.J:
- a) **a basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
 - b) **a parental need** will arise when the DfE is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and
 - c) **planned capacity** has the meaning given in clause 2.B.

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 he 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; or
- 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, 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 he 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) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

5.F If the Chief Inspector gives notice to the Academy Trust that:

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

b) the Academy requires significant improvement

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 his 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;

he may serve a Termination Notice.

5.I If the Chief Inspector gives a notice referred to in clause 5.F to the Academy Trust within two years after 1 September 2017, the Secretary of State may only serve a Termination Warning Notice under clause 5.F if:

a) the Chief Inspector has held a monitoring inspection under section 8 of the Education Act 2005 later than two years after 1 September 2017;
and

b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation referred to in his notice.

Nothing in this clause prevents or prejudices the Secretary of State exercising any other rights arising from or under this Agreement (including, for the

avoidance of doubt, any rights under clauses 5.B to 5.E).

Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools and no appeal against that determination is pending, he may serve a Termination Notice.

5.K Not used.

5.L Not used.

5.M Not used.

5.N Not used.

5.O Not used.

Funding and admission during notice period

5.P 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.Q 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.R 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.S 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.T Any notice given by the Academy Trust under clause 5.S 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.S 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.U 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.V 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.W 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.X 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.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 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 his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

- 5.Z 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.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.
- 5.BB 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.CC 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 clauses 5.AA, 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.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 5.DD(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.EE The Secretary of State may:

- a) Waive all or part of the repayment due under sub-clause 5.DD(b) if the Academy Trust obtains his 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.

ANNEXES

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

“Statement of SEN” means a statement made under section 324 of the Education Act 1996.

“EHC plan” means 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. The Secretary of State’s determination will be final, subject to any right of 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 of the LA's notice, the Academy Trust must consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children, and no reasonable steps could secure compatibility. In deciding whether a child's inclusion would be incompatible with the efficient education of other children or the efficient use of resources, the Academy Trust must have regard to the relevant Guidance issued to maintained schools.
- 8.C If the Academy Trust decides that admitting the child would be incompatible with the provision of efficient education or the efficient use of resources, it must, within the 15 days, notify the LA in writing, giving its reasons for its decision.
- 8.D The Academy Trust must then seek to establish from the LA whether or not it agrees with this determination. If the LA does not agree with the Academy Trust's response, and names the Academy in the child's statement of SEN, the Academy Trust must admit the child to the school as specified in the statement or otherwise by the LA.
- 8.E If in such case, the Academy Trust considers that the LA should not have named the Academy in the statement, 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 Secretary of State's determination will be final, subject only to any right of 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.

- 8.F If a parent of a child for whom the LA maintains a statement appeals to the First-tier Tribunal (Special Educational Needs and Disability), either for or against the naming of the Academy in the child's statement, then the Tribunal's decision will be binding, even if it is different from that of the Secretary of State.
- 8.G Where it has been finally determined that the Academy be named in a child's statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.
- 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.

Schedule 2
Amended and Restated Yate SFA



Department
for Education

Mainstream academy and free school: supplemental funding agreement

March 2018 v6

Yate Academy

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SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	Greenshaw Learning Trust
Company number	07633694
Date of Master Funding Agreement	25 August 2017 as amended by a deed of variation dated 21 May 2019
Name of academy	Yate Academy
Opening date	1 September 2009 and transferred to the operation of the Academy Trust on 1 September 2017
Type of academy (indicate whether academy or free school)	Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	King Edmund Community School (a community school)
Capacity number	900
Age range	11-19
Number of sixth form places	150
Number of boarding places	N/A
SEN unit / Resource provision	Resource provision
Land arrangements (Version 1-8 or other)	Version 2
Address and title number of Land	Yate Academy Sunridge Park Yate South Gloucestershire BS37 4DX Title number: GR417897

Please confirm which clause variations have been applied or marked as 'Not used'

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 where there was a predecessor independent school		X
2.G	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	X	
2.M	Clause applies only to academies and free schools designated with a religious character		X
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		X
2.O	Clause applies only to academies that were formerly partially selective grammar schools		X
2.T	Clause applies to free schools and new provision academies designated with a religious character		X
2.W	Clause only applies where the academy is designated with a religious character		X
2.X	Clause only applies where the academy has not been designated with a religious character	X	
2.Y	Clause applies where an academy was previously a VC school or foundation school designated with a religious character		X
2.Yc)	Sub-clause applies if the academy is designated with a denominational religious character – CE etc. rather than 'Christian'		X

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 there was a predecessor independent school), or new provision academies	X	
5.G.1	Clause applies only to a boarding academy/free school.		X
5.I	Clause only applies to sponsored 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
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
5.O	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 identify any other variations from the model that apply to this academy (e.g. clauses relating to PFI, or any required because the multi academy trust includes academies designated with different religious characters, or a 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
Removed to reflect that this amended and restated funding agreement forms a schedule to a deed of variation and is not separately executed.	Execution Clause		X

1. ESTABLISHING THE ACADEMY

- 1.A This Agreement made between the Secretary of State for Education and Greenshaw Learning Trust is supplemental to the master funding agreement made between the same parties and dated 25 August 2017 as amended by a deed of variation dated 21 May 2019 (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 Yate Academy.

"**Coasting**" has the meaning given by regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

"**SEN**" means Special Educational Needs and the expressions "**special educational needs**" and "**special educational provision**" have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

"**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 his 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 Mainstream 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 opened on 1 September 2009 and transferred to the operation of the Academy Trust on 1 September 2017.
- 1.I Not used.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.A.2 and 7.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 pupils, teach pupils, and assess and report on pupils' 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 an LA, or are no longer looked after by an 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.

Pupils

- 2.B The planned capacity of the Academy is 900 in the age range 11-19, including a sixth form of 150 places which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.

SEN unit

- 2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 5 planned places for pupils with hearing impairment in the age range 11-16.
- 2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:
- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
 - b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area.

Charging

- 2.E Not used.

Admissions

- 2.F Subject to clauses 2.K– 2.L the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in accordance with, the School Admissions Code and School Admission Appeals Code published by the DfE (the “**Codes**”) and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to “**admission authorities**” will be deemed to be references to the Academy Trust.
- 2.G Pupils on roll in a Predecessor School which was a maintained or

independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted to the Academy.

2.H The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated. If the Academy is a free school, the Academy Trust is not required to participate in coordination for its first intake of pupils.

2.I Not used.

2.J Not used.

2.K Not used.

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 make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure that parents and 'relevant children' (as described in the Codes) are informed of their 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 meaning of "relevant area" for the purposes of 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 Office of the Schools Adjudicator ("**OSA**") will consider objections to the Academy's admission arrangements (except objections against any agreed derogations from the provisions of the Codes specified in this funding agreement, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA. The OSA's determination of an objection is binding on the Academy and the Academy Trust must make appropriate changes to its admission arrangements to give effect to the Adjudicator's decision within two months of the decision (or by 28 February following the decision, whichever is sooner), unless an alternative timescale is specified by the Adjudicator.

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)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to “**religious education**” and “**religious worship**” in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.X.

2.W Not used.

2.X Subject to clause 2.V, where the academy has not been designated with a religious character (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):

- a) provision must 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) the Academy must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that paragraph 4 of that Schedule does 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.

2.Y Not used.

2.Z The Academy Trust must have regard to any Guidance, 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 that they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust must also have regard to the requirements in section 405 of the Education Act 1996, as if the Academy were a maintained school.

- 2.AA The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

3. GRANT FUNDING

Calculation of GAG

3A-3D. Not used.

- 3.E The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which the Academy opens, the pupil count will be determined on the same basis as that used by the relevant LA for determining the budget of the maintained Predecessor School.

- 3.F For Academy Financial Years after that referred to in clause 3.E, the basis of the pupil count for determining GAG will be:

- a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
- 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 his 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 his discretion.

3.H Not used.

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 Not used.

3.K The Secretary of State may pay the Academy Trust's costs in connection with the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Such payment will be agreed on a case-by-case basis. The Academy Trust must not budget for such a payment unless the Secretary of State confirms in writing that it will be paid.

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 3.I cease to apply or the Academy closes.

4. **LAND**

“Land” means the land at Yate Academy, Sunridge Park, Yate, South Gloucestershire, BS37 4DX, being the land registered with title number GR417897 and demised by the Lease.

“Lease” means the lease or other occupational agreement between the Academy Trust and a third party (the **“Landlord”**) under which the Academy Trust derives title to the Land.

“Property Notice” means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord) which materially affects the Academy Trust’s ability to use the Land for the purposes of the Academy.

Restrictions on Land transfer

4.A The Academy Trust must:

- a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the **“Restriction”**) to be entered in the proprietorship register for the Land:

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) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit 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 the 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.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.
- 4.C The Academy Trust must comply with the Lease and promptly enforce its rights against the Landlord.
- 4.D The Academy Trust must not, without the Secretary of State's consent:
 - a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;
 - b) grant any consent or licence; or
 - c) create or allow any encumbrance; or
 - d) part with or share possession or occupation; or
 - e) enter into any onerous or restrictive obligations,in respect of all or part of the Land.

Option

- 4.E The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the Land at nil consideration. The Secretary of State may exercise the Option in writing on termination of this Agreement. If the Option is exercised, completion will take place 28 days after the exercise date in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

Option Notice

4.F 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 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 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 the 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.

Property Notices

4.G 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.

Breach of Lease

- 4.H If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.
- 4.I After notifying the Secretary of State under clause 4.H, the Academy Trust must:
 - a) promptly give the Secretary of State all the information he asks for about the breach;
 - b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and
 - c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

Sharing the Land

- 4.J Where:
 - a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and
 - b) the Secretary of State then considers that not all the Land is needed for the operation of the Academy at planned capacity,
- the Secretary of State must consult with the Academy Trust to determine whether part of the Land could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the

Land.

4.K To the extent the Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 4.J, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the Lease in order to enable it to share occupation of the Land with the incoming academy trust and to provide the incoming academy trust with security of tenure over the Land occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable costs incurred by the Academy Trust in connection with this clause.

4.L For the purposes of clause 4.J:

- a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
- b) a **parental need** will arise when the DfE is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and
- c) **planned capacity** has the meaning given in clause 2.B.

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 he 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; or
- 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, 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 he 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) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

5.F If the Chief Inspector gives notice to the Academy Trust that:

- a) special measures are required to be taken in relation to the Academy;
or
- b) the Academy requires significant improvement

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 his 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;

he may serve a Termination Notice.

5.I Not used.

Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools and no appeal against that determination is pending, he may serve a Termination Notice.

5.K Not used.

5.L Not used.

5.M Not used.

5.N Not used.

5.O Not used.

Funding and admission during notice period

5.P 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.Q 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.R 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.S 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.T Any notice given by the Academy Trust under clause 5.S 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.S 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.U 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.V 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.W 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.X 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.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 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 his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

Effect of termination

- 5.Z 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.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.

5.BB 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.CC 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 clauses 5.AA, 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.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 5.DD(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.EE The Secretary of State may:

- a) Waive all or part of the repayment due under sub-clause 5.DD(b) if the Academy Trust obtains his 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.

ANNEXES

7. 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.

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. The Academy Trust must admit the pupil 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 parent of the pupil may have to the First Tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

8. ADMISSION OF CHILDREN WITH A STATEMENT OF SPECIAL EDUCATIONAL NEEDS

(Clauses 8.A-8.G only apply where the pupil has a statement of special educational needs (SEN) rather than an EHC plan and where they therefore continue to be subject to the relevant provisions of the Education Act 1996. EHC plans are replacing statements of SEN but although all statements of SEN should have been converted to an EHC plan by the 1 April 2018 this clause is retained to protect pupils who still have a statement of special education need after this date. The detail on the drafting of a statement below is retained to protect pupils in exceptional circumstances.)

"Statement of SEN" means a statement made under section 324 of the Education Act 1996.

8.A The Academy Trust must admit all children with a Statement of SEN naming the Academy.

- 8.B The Academy Trust must have regard to the Special Educational Needs Code of practice 2001 when dealing with statements of SEN.
- 8.C Where the LA sends the Academy Trust a draft statement with a proposal that the Academy is named in the final statement, the Academy Trust must respond within 15 working days unless the time period falls within a school holiday that is longer than two weeks in which case the Academy Trust should respond within 15 working days of the end of the school holiday.
- 8.D In its response the Academy Trust must either:
- a. consent to being named in the final statement or
 - b. explain why it believes that admitting the child would be incompatible with the provision of efficient education for other children and the efficient use of resources, including why no reasonable steps could secure compatibility. In doing so the Academy Trust must have regard to the relevant legislation and Code of Practice. If the LA does not agree with the Academy Trust's response, and names the Academy in the child's Statement of SEN, the Academy Trust must admit the child to the school as specified in the statement or otherwise by the LA. The final decision as to whether to name the Academy falls to the LA.
- 8.E If the Academy Trust considers that the LA should not have named the Academy in the statement of SEN, 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 pupil if such a determination is pending. The Secretary of State's determination will be final, subject only to any right of 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.
- 8.F If a parent of a child for whom the LA maintains a statement appeals to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber, either for or against the naming of

the Academy in the child's statement, then the Tribunal's decision will be binding, even if it is different from that of the Secretary of State.

8.G Where it has been finally determined that the Academy be named in a child's Statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.

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.

DATED 8 February 2022

THE SECRETARY OF STATE FOR EDUCATION (1)

AND

GREENSHAW LEARNING TRUST (2)

DEED OF VARIATION

relating to the supplemental funding agreements of:

- (1) Five Acres High School;
 - (2) Henley Bank High School;
 - (3) Holmleigh Park High School; and
 - (4) Yate Academy.
-

THIS DEED is made the 8 day of February 2022

BETWEEN

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”); and
- (2) **GREENSHAW LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 07633694 whose registered address is at Greenshaw Learning Trust, Grennell Road, Sutton, Surrey, SM1 3DY (the “**Company**”), together, the “**Parties**”.

INTRODUCTION

A. The Parties entered into the following funding agreements for the maintenance and funding of the following academy schools within the meaning of the Academies Act 2010:

- (i) a supplemental funding agreement in respect of Yate Academy which was originally entered into by the Secretary of State and The Ridings Federation Yate International Academy (“**Ridings**”) on 5 August 2009, varied by a deed of variation between and the Secretary of State and Ridings dated 1 May 2013, subsequently novated to the Company pursuant to a deed of novation and variation entered into by Ridings and the Parties dated 29 August 2017, and further amended and restated by a deed of variation entered into by the Parties on 9 August 2019 (the “**Existing Yate SFA**”);
- (ii) a supplemental funding agreement in respect of Henley Bank High School which was originally entered into by the Secretary of State and Academies Enterprise Trust (“**AET**”) on 15 December 2011, novated to the Company pursuant to a deed of novation and variation entered into by AET and the Parties dated 27 December 2017, and subsequently further amended and restated by a deed of variation entered into by the Parties on 21 December 2020 (the “**Existing Henley Bank SFA**”);
- (iii) a supplemental funding agreement in respect of Holmleigh Park High School which was originally entered into by the Secretary of State and Our Co-operative Academies Trust (“**OCAT**”) on 26 September 2013, varied by a deed of variation between the Secretary of State and OCAT on 22 May 2018, and subsequently

novated to the Company pursuant to a deed of novation and variation entered into by OCAT and the Parties dated 31 May 2019 (the “**Existing Holmleigh SFA**”);

(iv) a supplemental funding agreement in respect of Five Acres High School which was originally entered into by the Parties on 29 August 2017, and amended and restated by a deed of variation entered into by the Parties on 21 December 2020 (the “**Existing Five Acres SFA**”),

the Existing Yate SFA, the Existing Henley Bank SFA, the Existing Holmleigh SFA and the Existing Five Acres SFA each an “**Existing SFA**” and together the “**Existing SFAs**”.

B. The Parties now wish to vary and amend certain terms and conditions of the Existing SFAs in accordance with the terms of this Deed.

C. This Deed is supplemental to the Existing SFAs.

1. INTERPRETATION

1.1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Existing SFAs.

2. VARIATION OF THE EXISTING SFAS

2.1. The Parties agree that with effect from the date of this Deed each of the Existing SFAs shall be amended in accordance with the changes set out in the Schedule to this Deed.

2.2. Except as varied by this Deed, the Existing SFAs shall remain in full force and effect.

3. GOVERNING LAW AND JURISDICTION

3.1. This Deed 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 interpreted in accordance with the law of England and Wales.

3.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. COUNTERPARTS

- 4.1. This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal)
of THE SECRETARY OF STATE FOR EDUCATION)
authenticated by:-)



* *A. Cansford*

Duly authorised by the SECRETARY OF STATE FOR EDUCATION

8/2/22

EXECUTED as a deed by
GREENSHAW LEARNING TRUST
acting by one director in the presence
of a witness:

Director

Print name

Anne Spackman
ANNE SPACKMAN

Witness

Print name

Helena Beardsall
HELENA BEARDSALL

SCHEDULE
CHANGES TO THE EXISTING SFAS

1. Clauses 3.A to 3.F in each of the Existing SFAs shall be deleted and replaced with the following wording:

3.A Subject to clause 3.C, the basis of the pupil number count for the purposes of determining GAG for the Academy Financial Years 2021/2022 through to 2022/2023, will be the Academy Trust's most recent estimate provided in accordance with clause 3.B, subject to a review in Autumn each year. The Secretary of State will confirm in writing before the commencement of the new Academy Financial Year whether the basis of pupil count will be calculated in line with clause 3.B or clause 3.F.

3.B The Secretary of State will initially base the Academy GAG calculation for the year in question on the previous year's October census figures but will at the earliest opportunity make an adjustment to the calculation of GAG, using the October census figure for the current Academy Financial Year.

3.C After the 2022/2023 Academy Financial Year (unless otherwise determined by the Secretary of State) the basis of the pupil 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 revert to lagged census funding and be calculated in line 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 Year 2023/2024 onwards, the basis of the pupil count for determining GAG will be:*

- a) *for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and*
- b) *for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.*