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## SUMMARY SHEET

### Information about the Academy:

Name of Academy Trust	Village Development Trust
Company number	0278801
Date of Master Funding Agreement	2 November 2016
Name of academy	The Grange School
Opening date	December 2017
Type of academy (indicate whether sponsored or free school)	Sponsored Academy which is PFI
Religious designation	None
Wholly or partly selective	None
Name of predecessor school (where applicable)	The Grange School
Capacity number	120, plus a Nursery of 52 FTE places, a Provision for pupils with Autistic Spectrum Conditions of 20 places and a Provision for pupils with speech and language needs of 10 places.
Age range	3-16
Number of sixth form places	None
Number of boarding places	None
SEN unit / Resource provision	Yes
Land arrangements (Version 1-7 or other)	Version 2
Address and title number of Land	Latham Avenue, Runcorn, WA7 5DX Title Number 1591307
Part of a PFI Scheme	Yes

Please confirm which clause variation has been applied as 'Not used'

Clause No.	Description	Applied	Not used
1.I	Only applies to free schools and academies		X
1.J	Only applies to academies with a PFI arrangement		
1.K	Only applies to academies with a PFI arrangement		
2.A.1	Clause applies where an academy was previously a VC or foundation school with a religious character	X	X
2.C, 2.D	Only applies where the academy has an SLE		
2.E	Only applies where there is an independent school	X	X
2.G	Clause does not apply to academies where there was a predecessor school or new provision	X	
2.M	Clause applies only to academies designated with a religious character	X	X
2.N	Clause applies only to academies that were formerly wholly selective		X
2.O	Clause applies only to academies that were formerly partially selective		X
2.T	Clause applies to free schools and academies designated with a religious character		X
2.W	Clause applies where an academy is designated with a religious character		X
2.X	Clause does not apply where an academy has not been designated with a religious character		
2.Y	Clause applies where an academy was previously a VC school or foundation school	X	X



Clause No.	Descriptor	Applied	Not used
5.M	use applies to free schools and may be applied to new provision academies		x
5.N	use applies to free schools and may be applied to new provision academies		x
5.O	use applies to free schools and may be applied to new provision academies		x
5.Z – 5.LL	only applies to academies which form part of a FI arrangement	x	
6.H	use only applies to schools which are designated with a Church of England or Roman Catholic character		x

## 1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Wade Wilson Trust is supplemental to the master funding agreement made between the same parties and dated 25 November 2016 (the “**Master Agreement**”).

### Definitions and Interpretation

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

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

“The **Academy**” means the The Grange School.

“**Academy Trust Insolvency Notice**” clause 5.10C

“**Coasting**” has the meaning given by regulation 6 under subsection (3) of section 60B of the Education and Inspection Act 2006 in relation to a school to which that

ectic applies

**Critical Years** - clause 5.BB;

**Current Funding** - clause 5.B;

**Insolvency** has the meaning given to it in section 122 of the Insolvency Act 1986;

**Lease** has the meaning given to it in clause 4 of the Agreement;

**Non-Payment Matters** has the meaning given to it in the Principal Agreement;

**PFI Contractor** means HTP Change Limited, the contractor party to the LA to the Agreement;

**PFI Refusal** - clause 5.B;

**Principal Agreement** means the principal agreement entered into by the Secretary of State, the Academy Trust and the LA in connection with the Academy on or around the date of this Agreement;

**Project Agreement** means the PFI project agreement entered into by the LA and PFI Contractor (as may be amended from time to time);

**School Agreement** means the school agreement entered into by the LA and the Academy Trust relating to the provision of facilities and services to the Academy and entered into on or around the date of this Agreement.

**SEN** means Special Educational Needs and the expressions "special educational needs" and "special educational provision" have the meaning set out in sections 10(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.

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 which is a PFI as defined in clause 2.4 of the Master Agreement.

1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.

1.H The Academy Trust will open the Academy on 1 December 2017.

1.I Not used.

1.J The Academy Trust shall enter into the School Agreement, the Principal Agreement and the Lease.

The Academy Trust must conduct the Academy within the terms and requirements of the Principal Agreement, the School Agreement and the Lease.

## **2. RUNNING OF THE ACADEMY**

### **Teachers and staff**

2.A Subject to clause 2.4 of the Master Agreement, clause 2.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 age range at the Academy is 3-11. The planned capacity of the Academy is 1320, in addition to which there is a Nursery with 52 full time equivalent



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 Code's) 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 premium(s).

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





apply. The Academy must only to the Secretary of State for content not to be relieved of the requirement imposed by paragraph (2) of the Schedule.

Y Not used.

Z The Academy Trust must have regard to any Guidance further to section 403 of the Education Act 1996, or any other guidance issued by the Secretary of State, in relation to the relationship between education and the family, and that the children at the Academy are prevented from inappropriate teaching materials and that they learn the nature of marriage and its importance in 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.

AA The Academy Trust must provide a balanced treatment of political issues, in line with the requirements for maintained schools set out in the Guidance, and ensure that the Academy Trust must also have regard to any

## GRANT FUNDING

### Calculation of GAG

A-3D. Not used.

E The Secretary of State will calculate the GAG based on the pupil count at the Academy. In order to calculate 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.

F For Academy Financial Years that referred to in clause 3 of the basis of the pupil count for determining will be:

- a) for pupils in Year 11 at the Academy, the Schools Census which is used to determine the financial year overlapping with the Academy Financial Year (see 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 should provide 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 large GAG in the notice period, to enable the Academy to operate effectively.

### Other relevant funding

3.J The Academy Trust may apply to the Secretary of State for financial assistance in relation to proposed redundancies at the Academy. In response to such an application the Secretary of State may at his discretion agree to meet a proportion of the Academy Trust's costs arising from the inclusion of academies in the schedules to the Redundancy Payments (Continuity of Employment in Local Government Modification) Order 1999. The Secretary of State may agree to meet the costs of an employee's prior eligible service, being service before the Academy opened, but the Academy Trust must meet the costs of service after the Academy opened. The Secretary of State's financial assistance in this respect will only be available in the first two years after the Academy opens.







- 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 Save to the extent that any of the Academy Trust's obligations are the responsibility of the PFI contractor (whereupon the Academy Trust must use reasonable endeavours to procure the PFI contractor's compliance with its obligations under the Project Agreement), 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

"Opt" to acquire the land at nil consideration. The Secretary shall exercise the Option in accordance with the provisions of this Agreement. The exercise of the Option, completion of the purchase shall take place within 14 days after the exercise of the Option in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at the time.

**Option Notice**

4.F The Academy Trust:

- a) The Trust, within 14 days after acquiring the Land or, if later, after the date of completion of the purchase, shall apply to the Land Registry on Form AN1 (including the relevant part of this Agreement) for registration of the Option (the "Option Notice"). The Option Notice shall be entered in the register, following any further steps required to register the Option Notice, and the Trust shall promptly confirm to the Secretary in writing the date when the Option Notice has been registered.
- b) If the Trust has not registered the Option Notice, agrees that the Secretary may apply to register the Option Notice on Form UN1;
- c) The Trust shall not, without the Secretary's consent, apply to vary, modify, amend, clarify or remove the Option Notice, whether by itself, a wholly owned subsidiary, a subsidiary, a company, a receiver, administrator or liquidator acting in the name of the Academy Trust, and
- d) The Trust, in the case of previously unregistered land, within 14 days of acquiring the Land or, if later, after signing this Agreement, shall apply to register a Class C(i) and charge the Land in the Land Charges Register and the Secretary shall, on completion of the relevant entry within the register, apply to the Secretary of State for confirmation that the registration has been completed. If the Secretary considers that the Academy Trust has not complied with the provisions of this clause, the Secretary may apply to the Secretary of State to apply to the court to set aside the registration.

**Property Notice**

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



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, and 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 ensure that 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 Secretary of State 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 Academic Financial Years' notice to





to the Termination Warning Notice as specified under clause 5.0(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.0(a) and (b) (and any further action specified under clause 5.0), 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 the Academy opened 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 the Academy opened; 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 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 provisions of this clause 5.R and of clauses 5.S to 5.Y (inclusive) shall apply when the Project Agreement has expired or been terminated. 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 at the end of 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 the grounds;
    - ii. any professional or 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



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 of 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 The provisions of this clause 5.Z and of clauses 5.AA to 5.LL (inclusive) shall apply when the Project Agreement is subsisting.

5AA The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with an annual allocation indicating the level of GAG and EA to be provided in the next following Academy Financial Year (the "Indicative Funding").

5.BB For the purpose of clauses 5.BB to 5.LL:

"Critical Years" means the current financial year and, if an annual letter of funding or the equivalent has been received for the following financial year, the following financial year;

"Current Funding" means the funding specified in the annual letters of funding (or the equivalent) for the Critical Years and all other resources available and likely to be available to the Academy Trust, including funds detailed in the Management Agreement;

"AG Refusal" occurs where:

- (a) the Academy Trust has made a request for AG funding in connection with its obligations or discharge of its liabilities under the Scheme Agreement or the Principal Agreement; and
- (b) the Secretary of State has not agreed in accordance with clauses 3.16 and 3.17 of the Master Agreement to provide such EAG funding to the Academy Trust.

5.CC Within 30 days of being notified by the Secretary of State of a Refusal, the Academy Trust may provide written notice if it considers that, after taking into account its Current Funding, it is likely that the running costs during the Critical Years would cause the Academy Trust to go into Insolvency ("Academy Trust Insolvency Notice").

5.DD Any Academy Trust Insolvency Notice must specify

5.DD.1 the grounds upon which the Academy Trust's opinion is based, including:

- (i) evidence of those grounds;
- (ii) any professional accounting advice, on which the Academy Trust's opinion is based;
- (iii) a detailed statement of steps which the Academy Trust proposes to take to ensure that as soon as practicable the running costs are reduced sufficiently to ensure that the running costs are less than Current Funding and the period of Insolvency within which such steps will be taken;
- (iv) the shortfall between the Critical Years between Current Funding available to the Academy Trust and the projected expenditure of the Academy Trust; and
- (v) a detailed budget of income and expenditure for the Academy during the Critical Years.



The Expert will be a retired voluntary 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 of the Institute of Chartered Accountants in England and Wales.

5.GG The parties shall procure that the Expert (together with any educational specialist appointed pursuant to this clause) will act promptly in determining the matters referred to him. The Expert will be required to take account of advice from any educational specialist who is professionally familiar with the issue arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman of the Specialist Schools and Academies Trusts.

5.HH The Expert's and the educational specialist's fees shall be borne equally between the parties.

5.II For the purposes of clauses 5.JJ and 5.LL, "Insolvency Decision" means either:

5.II.1 in accordance with clause 5.EE if the Secretary of State agrees with the Academy Trust that on the basis of the Current Funding it is likely that the running costs during the Critical Years would cause the Academy Trust to go into insolvency which could not be avoided through prudent financial management (including, using SAG funding prudently); or

5.II.2 an Expert determine in accordance with clause 5.FF that on the basis of the Current Funding it is likely that the running costs during the Critical Years would cause the Academy Trust to go into insolvency or that the Academy Trust is not using the funds provided under this Agreement and the Master Agreement prudently and in accordance with the requirements of this Agreement and the Master Agreement.

5.JJ Within 10 Business Days of an Insolvency Decision the Secretary of State may either at its option

5.JJ.1 withdraw the PFI AC the usual and promptly pay to the Academy Trust the amount of required EAG funding or such other sum as shall be appropriate; or

5.JJ.2 terminate this Agreement on not less than 20 Business Days notice to the Academy Trust

5.KK In the event that the Secretary of State provides additional EAG funding in accordance with clause 5.J, the Secretary of State may within 12 months of paying the additional EAG funding, terminate this Agreement at any time.

5.LL In the event that there is a vacancy in this Agreement shall continue and the Secretary of State shall not be obliged to pay to the Academy Trust the required EAG funding.

5.MM If this agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 58 and 59A of the Academies Act 2010.

5.NN Subject to clauses 5.BB and 5.C, if the Secretary of State terminates this Agreement under clause 5.J, the Academy will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may in his discretion indemnify or compensate the Academy Trust.

5.OO 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.PP The categories of expenditure incurred by the Academy Trust in consequence of termination for which the Secretary of State may indemnify the Academy Trust under clause 5.A may include:

- a) staff compensation and redundancy payments;
- b) compensation payments in respect of broken contracts;
- c) expenses of disposal of assets or adapting them for other purposes;



d. legal and other professional fees and

e. dissolution expenses.

5.QQ 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.RR The Secretary of State may:

i) 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

ii) 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.





## ANNEXES

### 7. PUPILS WITH SPECIAL EDUCATIONAL NEEDS (SEN) AND DISABILITIES

“Statement of SEN” means a statement made under section 37(1) of the Education Act 1996.

“EHC plan” means an Education, Health and Care plan made under section 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 name 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





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