



# Contents

SUMMARY SHEET	4
Information about the Academy:	4
1. ESTABLISHING THE ACADEMY	8
Definitions and interpretation	8
The Academy	9
2. RUNNING OF THE ACADEMY	9
Teachers and staff	9
Pupils	10
SEN unit	10
Charging	11
Admissions	11
Curriculum	15
3. GRANT FUNDING	18
Calculation of GAG	18
Other relevant funding	20
4. LAND	21
<i>[Version 1: Existing freehold site]</i>	22
<i>[Version 2: existing leasehold site]</i>	25
<i>[Version 3: existing site held under church supplemental agreement or lease from private site trustees]</i>	29
<i>[Version 4: new freehold site provided by EFA with a legal charge in favour of the Secretary of State]</i>	29
<i>[Version 5: new freehold site provided by EFA with no legal charge]</i>	39

*[Version 6: new leasehold site provided by EFA with a legal charge in favour of the Secretary of State]*

43

## **SUMMARY SHEET**

**Information about the Academy:**

**Name of Academy**

Please confirm which clause variations have been applied or marked as

Clause No.	Descriptor	Applied	Not used
1.1	Only applies to		





## 1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and [INSERT NAME OF ACADEMY TRUST] is supplemental to the master funding agreement made between the same parties and dated [INSERT DATE]

### **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:

**Academy** means the [INSERT] Academy.

**Start-Up Period** [*This definition should be removed if all pupil cohorts relevant to the age-range of the Academy will have some pupils present on the academy opening date. It will normally apply to free schools with the exception of independent converters who are not expanding their capacity*] **will not be in receipt of start-up/post opening grant**<sup>1</sup> means up to [X] Academy Financial Years and covers the period up to [and including]



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 [TYPE] as defined in clause 1.4 of the Master Agreement.

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

1.H The Academy Trust will open the Academy on [INSERT DATE].

1.I [***This clause applies only to free schools and new provision academies otherwise mark clause 1.I as*** ] The Academy Trust must ensure that so far as is reasonably practicable and consistent with [clause 2.T and] clause [2.W]/[2.X]/[2.Y][***Select as appropriate***] of this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

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

### **Teachers and staff**

2.A Subject to clause 2.4 of the Master Agreement and 7.A of this Agreement (if used), 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 development, progress and attainment.

2.A.1 [***This clause applies where an Academy was previously a VC school or foundation school designated with a religious character otherwise mark clause 2.A.1 as*** ]The Academy Trust shall in relation to:



- 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 ability to secure suitable SEN provision for children in the area. ***[If this clause does not apply, mark clause 2.D as X V H G 1]***

**Charging**

2.E ***[This clause only applies where there was a predecessor independent school otherwise ET 20.56012 Tf1 01 247.8 526 Tm 00G[( )] TJET 0r***



- 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 ***[This clause only applies to academies and free schools designated with a religious character - otherwise mark clause 2.M as***                      The Academy is an academy designated with a ~~an~~**insert]** religious character. The relevant religious authority (i.e. the diocese, or foundation faith body) is [NAME].

2.N ***[This clause only applies to academies that were***

and the balance of the trust is to be held for the benefit of the children of the donor.  
The proportions are [X].

2.P The Academy Trust must ensure that parents and  
described in the G[( ) TJETT.3 W\*noq0.000008875 0 59.56 842.04 reW\*nBT/F312 Tf1 0 0 1

admission criteria that provide that, if oversubscribed, at least 50% of its places available each year will be allocated without reference to faith-based admission criteria.

## **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  
in that section were references to the religious education and religious worship provided by the Academy in accordance with clause [2.W]/[2.X]/[2.Y][***select as appropriate***].

***[Clauses 2.W 2.Y reflect the requirements for religious education and daily collective worship mark the clauses that do not apply as ]***

- 2.W ***[If this clause does not apply, mark clause 2.W as ]***Subject to clause 2.V,

references to collective worship in accordance with the tenets and practices of specified religion or religious denomination;

- c) the Academy Trust must ensure that the quality of religious education given to pupils at



- a) Subject to paragraph 3 of Schedule 19 to the School Standards and Framework Act 1998, which

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**

***Option 1 for converter and sponsored academies: use these clauses 3.A-3.F and delete option 2]***

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.

***[Option 2 for free schools and new provision academies: use these clauses 3.A-3.F and delete option 1]***

3.A Subject to clause 3.C, the basis of the pupil number count for the purposes of determining GAG for an Academy Financial Year will be most recent estimate provided in accordance with clause 3.B.

3.B The Secretary of State will, in advance of each Academy Financial Year for the Academy, request that the Academy Trust provides an estimate of the number

of pupils on roll in the following September for the purposes of determining GAG for an Academy Financial Year. The Academy Trust must provide the requested estimate to the Secretary of State as soon as reasonably practicable.

- 3.C In the Academy Financial Year which immediately follows the Academy Financial Year in which all planned year groups will

**[End of options 1 and 2]** p

3.G **[This clause should be removed for academy converters. If removed, mark clause 3.G** ] The Secretary of State may pay a further element of GAG to the Academy Trust during the Start-Up Period or during the period 2 Tfrew2 w(d) ~~from~~

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 assistance in this respect will only be available in the first two years after the Academy opens.

- 3.J ***[This clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies in these cases mark clause 3.J as*** The Secretary of State may pay the in connection with the transfer of employees from a

**No:**

**Use version 1 if the existing site is a freehold.**

**Use version 2 if the existing site is held under a lease.**

**Use version 3 if the existing site is held under a church supplemental agreement or lease from private site trustees.**

**Use both version 2 and version 3 if the existing site is held partly under a lease provided by the LA or a third party landlord and partly under a church supplemental agreement or a lease provided by private site trustees.**

**Yes:**

**Is the new site being acquired freehold or leasehold?**

**Freehold:**

**Use version 4 if the Secretary of State is taking a legal charge over the new site.**

**Use version 5 if the Secretary of State is not taking a legal charge over the new site.**

**Leasehold:**

**Use version 6 if the Secretary of State is taking a legal charge over the new site.**

**Use version 7 if the Secretary of State is not taking a legal charge over the new site.]**

**[Version 1: Existing freehold site]**

**Land** means the freehold land at [ADDRESS], being [part of] the land registered with title number                      is to be the permanent site of the Academy.

**Property Notice** any order, notice, proposal, demand or other requirement issued by any competent authority which materially affects the 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 after signing this Agreement, apply to the Land Registry using Form RX1 for the following **Restriction** to be entered in the proprietorship register for the Land:

*No*





- 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.F 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.

### ***[Version 2: existing leasehold site]***

**Land** means the land at      being [part of]the Academy Trust



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 all or part of 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 Commercial Property in force at that date.

### **Option Notice**

- 4.F The Academy Trust:

- 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

- 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.

***[Version 3: existing site held under church supplemental agreement or lease from private site trustees]***

obligations in respect of the Land are set out in the Church Supplemental Agreement or private lease dated [DATE] and made between (1) the Secretary of State; (2) the Academy Trust; (3) [SITE CHARITY TRUSTEES OR BOARD]; and (4) any relevant religious authority. For the purposes of this clause, Land has the meaning given in the Church Supplemental Agreement or private lease.

***[Version 4: new freehold site provided by EFA with a legal charge in favour of the Secretary of State]***

**Debt** an amount equal to 100% of the Land Value;

**Discharge Process** means the removal of:

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

**Land** means the land at [ADDRESS], being [part of] the land registered with title which is to be the permanent site of the Academy.

**Land Value** means, at any time:

- i. where the Land has been disposed of as a result of the enforcement of











reasonable endeavours to assist the Secretary of State in doing so, including signing and executing any necessary documents;

- c) within 28 days from the date of the Legal Charge, apply to the Land Registry for the Legal Charge to be entered on the charges register, taking any other steps required to have the Legal Charge registered and promptly confirming to the Secretary of State

- b) the Academy Trust or the Secretary of State serves notice to terminate this Agreement under clause 5.A; or
- c) the Secretary of State considers that not all the Land is needed for the operation of the Academy at planned capacity,

then:

- i. the Academy Trust must share occupation of the Land with such other academy as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose; or
- ii. the Academy Trust must sell part of the Land as required by the Secretary of State and account for the sale proceeds to the Secretary of State in part payment of the Debt, after which the Secretary of State will carry out the Discharge Process over the part of the Land that has been sold.

### **Exercise of Rights**

4.L On termination of this Agreement, the Secretary of State may give notice that he intends to exercise his rights under clauses 4.G, 5.DD or 5.EE or under the Legal Charge. Any such notice must state which clause of this Agreement the Secretary of State intends to exercise, and is without prejudice to his right to exercise any other rights available to him.

4.M If the Secretary of State exercises the Option on termination of this Agreement, then:

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State;
- b) the Academy Trust will be deemed to have paid to the Secretary of State a proportion of the proceeds from the sale of the Land under clause 5.DD(b); and
- c) the Secretary of State will carry out the Discharge Process;

- 4.N If the Secretary of State enforces the Legal Charge on the termination of this Agreement, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State after the Debt has been realised by a receiver;
  - b) the Academy Trust will be deemed to have paid to the Secretary of State a proportion of the proceeds from the sale of the Land as required under clause 4.29 of the Master Agreement; and
  - c) the Secretary of State will carry out the Discharge Process.
- 4.O If, on termination of this Agreement, the Secretary of State exercises his rights under clause 5.DD, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State; and
  - b) the Secretary of State will carry out the Discharge Process.
- 4.P If, on termination of this Agreement, the Secretary of State agrees under clause 5.EE that the Academy Trust may invest the proceeds from the sale of the Land for its charitable objects, or directs the Academy Trust to pay all or part of the sale proceeds to the relevant LA, then:
- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State; and
  - b) the Secretary of State will carry out the Discharge Process.
- 4.Q If the Academy Trust applies to the Secretary of State for consent to sell all or part of the Land, and if the Secretary of State agrees that the Land is no longer needed or cannot be used for the purposes of the Academy, he may:
- a) exercise the Option; or
  - b) consent to the sale subject to one or more of the following conditions:
    - i. that (notwithstanding clause 4.29 of the Master Agreement) the

Academy Trust pays the Debt (or, if it proposes to sell only part of the Land, pays the Market Value of the part sold) to the Secretary of State;

- ii. that pursuant to clause 4.29 of the Master Agreement, the Academy Trust keeps some or all of the sale proceeds for its charitable purposes, accounting to the Secretary of State for the remainder; or
- iii. that pursuant to clause 4.30 of the Master Agreement, the Academy Trust pays all or some of the sale proceeds to the relevant LA and may reinvest all or some of the sale proceeds for its charitable purposes.

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

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

clause 4.29 of the Master Agreement; and







in respect of the Land.

4.C The Academy Trust must

- a) obtain \_\_\_\_\_ before taking any action, including the service of any notice or waiver of any condition, under any contract relating to the acquisition of the Land.
- b) keep the Land in good and substantial repair and condition and make good any damage or deterioration to the Land; and
- c) not do anything to lessen the value or marketability of the Land without the Secretary of \_\_\_\_\_ consent.

### **Property Notices**

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

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

### **Option**

4.E The Academy Trust



## Sharing the Land

4.H If:

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

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

***[Version 6: new leasehold site provided by EFA with a legal charge in favour of the Secretary of State]***

**Debt** an amount equal to 100% of the Land Value;

**Discharge Process** means the removal of:

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







4.I If the Academy Trust has not entered into the Lease by [DATE], the Secretary of State may serve a Termination Notice.

**Property Notices**

4.J If the Academy Trust receives





- c) within 28 days from the date of the Legal Charge, apply to the Land Registry for the Legal Charge to be entered on the charges register, taking any other steps required to have the Legal Charge registered and promptly confirming to the Secretary of State when this has been done; and

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- c) the Secretary of State considers that not all the Land is needed for the operation of the Academy at planned capacity,

then:

- i. the Academy Trust must share occupation of the Land with such other academy as the Secretary of State considers appropriate and enter into any legal arrangements which the Secretary of State requires for this purpose; or
- ii. the Academy Trust must sell part of the Land as required by the Secretary of State and account for the sale proceeds to the Secretary of State in part payment of the Debt, after which the Secretary of State will carry out the Discharge Process over the part of the Land that has been sold.

### **Exercise of Rights**

- 4.P On termination of this Agreement, the Secretary of State may give notice that he intends to exercise his rights under clauses 4.K, 5.DD or 5.EE or under the Legal Charge. Any such notice must state which clause of this Agreement the Secretary of State intends to exercise, and is without prejudice to his right to exercise any other rights available to him.

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of



c) if part of the Land is sold, and

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

- a) the Academy Trust will be deemed to have paid the Debt to the Secretary of State to the



under the Lease; or

- 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.

4.D The Academy Trust must obtain the consent before taking any action, including the service of any notice or waiver of any condition, under any contract relating to the acquisition of the Land.





- c) must not, without the Secretary of 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 registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

### **Land not used for the purposes of the Academy**

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

### **Sharing the Land**

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

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

## **5. TERMINATION**

### **Termination by either party**

5.A Either party may give at least seven Academy Financial 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.

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;



- 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 a Termination Notice.

5.K ***[This clause applies to free schools, and may be applied to new provision academies in some cases otherwise mark clause 5.K as***

If at any time before the Academy opens, the total number of prospective pupils who have accepted offers

b) serve a Termination Notice.

5.M ***[This clause applies to free schools, and may be applied to new provision academies in some cases otherwise mark clause 5.M as***

If both parties agree that the Academy is not financially viable

ii. not to admit pupils of a particular

the Academy Trust may give written notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.T Any notice given by the A00.000008875 0 595.56 842.04 reW\*nBT/F3 12 Tf1 0 0 1 457.66 7



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

- 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:

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.G This Agreement and any dispute or claim arising out of or in connection with





7.D The Academy Trust must ensure that websites include details of the implementation of their policies for pupils with SEN; the arrangements for the admission of disabled pupils; the steps taken to prevent disabled pupils from being treated less favourably than other pupils; and the facilities provided to assist access to that Academy by disabled pupils (disability as being defined for the purposes of the Equality Act 2010).

## **8. ADMISSION OF PUPILS WITH SEN AND**





**ADDITIONAL CLAUSES WILL NEED TO BE ADDED FOR ACADEMIES WITH PARTICULAR CHARACTERISTICS.**

**ACADEMIES WITH PFI ARRANGEMENTS**

to

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