

DEED OF NOVATION AND VARIATION

OF THE

SUPPLEMENTAL FUNDING AGREEMENT FOR LEEDS WEST 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) **WHITE ROSE ACADEMIES TRUST**, a charitable company incorporated in England and Wales with registered company number 07958615 whose registered address is at College House, Park Lane, Leeds, West Yorkshire LS3 1AA (“**WRAT**”); and

(3) **E-ACT**, a charitable company incorporated in England and Wales with registered company number 06526376 whose registered address is at 2-6 Cannon Street, London, EC4M 6YH (the “**Company**”),

together referred to as the “Parties”.

INTRODUCTION

- A. Leeds West 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 3 August 2009 (the “**Agreement**”) for the maintenance and funding of the academy (attached as Schedule 1).
- C. It is proposed that, with effect from 23.59 am on 31 August 2014 (“**Transfer Date**”), WRAT 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 WRAT and the Secretary of State and WRAT 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 WRAT with effect from the Transfer Date. With effect from the Transfer Date, WRAT 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 WRAT.

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 WRAT and the Secretary of State.

4. With effect from the Transfer Date, WRAT 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 WRAT 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 on or after the Transfer Date.

8. Each of WRAT 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 WRAT were the original party to the Agreement instead of the Company.

INDEMNITY

9. The Company agrees to indemnify WRAT against any losses, liabilities, claims, damages or costs that WRAT 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 before the Transfer Date.

10. WRAT 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 WRAT's failure to perform or satisfy its obligations under the Agreement on or after the Transfer Date.

VARIATION

11. The Secretary of State and WRAT 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:-)

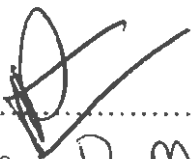
OSapley
.....
Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**
Date *29/8/14*



EXECUTED as a deed by
WHITE ROSE ACADEMIES
TRUST acting by one director in
the presence of a witness:

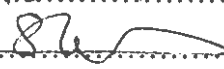
Director *[Signature]*
Print name *N. M. McLEAN*
Date *22/8/14*
Witness *Ms. J. Halstead*
Print name *MELANIE JANE HAWTEAD*
Address *29 Midhurst Grove, Barnsley*
Occupation *Clerk to the Board*

EXECUTED as a deed by E-
ACT acting by one director in the
presence of a witness:

Director 

Print name.....D. MORAN.....

Date ...14.18.14.....

Witness 

Print name.....S. ROBERTS.....

Address...10 WHITFIELD STREET LONDON.
WITZLE

Occupation: DEPUTY DIRECTOR,
GOVERNANCE & VALUES.

Schedule 1
Supplemental Funding Agreement

THIS AGREEMENT made 3 August 2009

BETWEEN

- (1) THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES; and
- (2) EDUTRUST ACADEMIES CHARITABLE TRUST (Company number 6526376 and Charity number 1124189) whose registered office is at 2-6 Cannon Street London United Kingdom England EC4M 6YH

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 29 July 2008 (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 Leeds West Academy to be established at Calverley Lane, Bramley, Leeds LS13 1AH

"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 English and Performing Arts.

2.3 The arrangements for admission of pupils to the Academy are set out at Annex 1.

2.4 The Academy is intended to open on 1 September 2009.

2.5 The planned final pupil number of the Academy is 1500.

3 CAPITAL GRANT

Pursuant to clause 62 of the Master Funding Agreement, the Secretary of State will provide funding to the LA in accordance with arrangements made under the Building Schools for the Future Programme.

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 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 124-128 of the Master Agreement, appoint such Further Directors to the Company as he thinks fit in accordance with the Company's 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 Company's 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 13-61 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:
- (a) 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

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) 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(b) 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.

7 ANNEX

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

8 THE MASTER AGREEMENT

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

9 ENGLISH LAW

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

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Arrangements for Admission for pupils at the
Academy

Annex 1

This Agreement was executed as a Deed on 3 August 2009

EXECUTED on behalf of Edutrust

Academies Charitable Trust by :

David Mahon

Director

Chalot

Director/Secretary

The Corporate Seal of the Secretary of State

for Children, Schools and Families,

hereunto affixed was authenticated by:

[Handwritten signature]



Duly Authorised

ANNEX I

ANNEX 1

THE ADMISSION OF STUDENTS TO LEEDS WEST ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and Edutrust Academies Charitable Trust ("the Company").
2. The Company will act in accordance with, and will ensure that the Independent Appeal Panel 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 Company.
3. Notwithstanding the generality of paragraph 2 of this Annex B, the Company will take part in the Admissions Forum set up by the Leeds City Council Local Authority ("the LA") and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local in-year fair access protocol.
4. Notwithstanding any provision in this Agreement, the Secretary of State may:
 - a. direct the Company to admit a named student to Leeds West Academy on application from a Local Authority. Before doing so the Secretary of State will consult the Company.
 - b. direct the Company to admit a named pupil to Leeds West Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.
5. The Company shall ensure that parents and 'relevant children' will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. 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 Company shall prepare guidance for parents and relevant children about how the appeals process will work and provide them with a named contact who can answer any enquiries they may have about the

process. The Company may, if it chooses, enter into an agreement with a LA or any other organisation for it to recruit, train and appoint appeal panel members, and to arrange for the process to be independently administered and clerked.

7. In paragraphs 5 and 6 above, 'relevant children' means:
- a. in the case of appeals for entry to a sixth form, the child, and;
 - b. in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

8. The Company shall consult the following parties on the Academy's proposed admission arrangements for a minimum of eight weeks between 1 November and 1 March in the 'Determination Year'¹:
- a. The LA
 - b. The admission forum for the LA
 - c. Any other admission authorities for primary and secondary schools located within the relevant area for consultation
 - 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
 - f. Parents living in the relevant area for consultation whose children have attained the age of two but are not above compulsory school age and who are or will be eligible to apply to be admitted to the Academy
 - g. Community groups which the Academy considers relevant
 - h. Teaching unions if the consultation includes an increase in admission number.

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 89 of the School Standards and Framework Act 1998 as amended, and Regulations under that section.

¹ A 'determination year' is the Academy Financial Year beginning two years before the Academy Financial Year which the admissions arrangements will be for e.g. consultation to end in March 2009 and determination to be in April 2009 for admissions in September 2010
080509 Annex 1 Admissions_ Leeds West Academy

- 9 From 2011-12, and for subsequent years, consultation in line with paragraph 8 is not required in any year where the following conditions are met:
- a. the admission arrangements were consulted upon in one or both of the previous two years; and
 - b. there have been no changes, or proposed changes, since the last consultation.
10. As soon as any changes are made to arrangements, or proposed, the consultation cycle in paragraph 8 must be followed for the next determination year.

Company Determination of Admission Arrangements

11. The Company will consider comments made by those consulted in accordance with paragraph 8, including any requests to amend the proposed admission number, before determining the admission arrangements for the Academy.
12. The Company will determine the Academy's admission arrangements annually by 15 April of the Determination Year and notify consultees listed in paragraph 8 what has been determined within 14 days of that decision being made.

Representations about admission arrangements

13. Where the Company has determined the Academy's admission arrangements and notified all consultees listed in paragraph 8, if any of those persons or bodies object to the Academy's admission arrangements, including the proposed admission 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 Admission Arrangements

14. Where the admission arrangements determined in a Determination Year in accordance with paragraph 12 are different from the admission arrangements currently in existence for the Academy, the Company shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admission arrangements.

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

15. Where the Secretary of State has received any representations made in accordance with paragraph 13, the Secretary of State must consult the Company on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that the Company amends the proposed admission arrangements for the Academy. The Company shall comply with any such direction.
16. Where the Secretary of State has received an application made in accordance with paragraph 14 seeking his consent to any amended admission arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admission arrangements or direct that the amended admission arrangements are not implemented or must be modified. The Company must comply with any such direction.

Publication of Admission Arrangements

17. The Company shall each Determination Year publish Leeds West Academy's agreed admission arrangements by:
 - a. copies being sent to the persons consulted in paragraph 8
 - b. copies being sent to primary and secondary schools in the LA's
 - c. area
 - d. copies being sent to the offices of the LA
 - e. copies being made available without charge on request from the Academy
 - f. copies being sent to public libraries in the area of the LA for the purposes of being made available at such libraries for reference by parents and other persons
 - g. a copy being uploaded to the Academy's website (if it has one).
18. The published admission arrangements will set out:
 - a. the name and address of Leeds West Academy and contact details;
 - b. a summary of the admission policy, including full 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 Leeds West Academy After Arrangements Have Been Published

19. Subject to paragraph 20, once the Academy's admission arrangements have been determined for a particular year and published, the Company 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 Company has consulted those who are required to be consulted under paragraph 8 above on the proposed variation;
 - b. following such consultation, the Company has applied to the Secretary of State to approve the change setting out:
 - i) the proposed change;
 - ii) reasons for wishing to make such a 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.
20. The Company shall following the prior written agreement or direction of the Secretary of State vary the Academy's admission 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.
21. Any changes to the Academy's admission arrangements brought about through the variation processes in paragraphs 19 or 20 above must be published within the Academy's prospectus and on its website (if it has one) and be communicated within 7 days to those persons who must be consulted under paragraph 8.
22. The Company 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 Academy to make representations to the Secretary of State that any aspect of the Academy's admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.
23. Where a representation is made in accordance with paragraph 22, the Secretary of State may, after consulting the Company, direct that the Company 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 Company must comply with any such direction.

24. Records of applications and admissions to the Academy shall be kept by the Company for a minimum period of ten years and shall be open for inspection by the Secretary of State.

PROCEDURE FOR ADMITTING STUDENTS TO THE ACADEMY

Admission Number(s)

25. The Company has the following agreed admission 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:
 - a. 240 students in Year 7.
 - b. Leeds West Academy operates a sixth form for a total of 300 students. 170 places overall will be available in Year 12 (the Year 12 'capacity') for its own students progressing from Year 11. It will not admit external applicants to its sixth form unless undersubscribed by its own students.(See Para.33)
26. In any specific year, the Company may set a higher admission number than Leeds West Academy's agreed admission number for an applicable year group. Before setting an admission number higher than its agreed admission number, the Company will consult those listed at paragraph 8. Students will not be admitted in any year group above the published admission number for that year group unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.
27. If the Academy admits a total of 26 students in excess of its admission number in any 3 year period it will determine a higher admission number, after consulting those bodies listed at paragraph 8.

Process of Application

28. Arrangements for applications for places at Leeds West Academy will be made in accordance with the LA's co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the relevant local authority.
29. The Company will use the LA's timetable for applications to Leeds West Academy each year (exact dates within the months may vary from year to year). This will fit in with the timetable for the co-ordination of admission arrangements within the Leeds City Council LA as agreed by the Admissions Forum, the LA, local schools and Academies

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- a. By September - The Company will publish in Leeds West Academy's 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 school. The Company will also provide information in relation to Leeds West Academy to the LA for inclusion in the composite prospectus, as required;
 - b. September/October - The Company will provide opportunities for parents to visit Leeds West Academy;
 - c. October/November – Common Application Form to be completed and returned to the pupil's home LA to administer
 - d. Education Leeds sends a list of Leeds West Academy applications to the Company;
 - e. Applicants invited in for selection by aptitude in Performing Arts (Up to 24 reserved places)
 - f. The Company sends list of students to be offered places at Leeds West Academy to the LA;
 - g. February - the LA applies agreed scheme for own schools, informing other local authorities of offers to be made to their residents;
 - h. 1st March offers made to parents.
30. From 2011-12 there will be a national closing date for applications as follows:

31 October for secondary applications; and

15 January for Primary applications

The Academy will ensure its application processes enable parents to apply before these deadlines.

Consideration of Applications

31. The Company will consider all applications for places at Leeds West Academy. Where fewer than the published admission number(s) for the relevant year groups are received, the Company will offer places at Leeds West Academy to all those who have applied.

Procedures where the Leeds West Academy is oversubscribed

Secondary phase oversubscription criteria

Admission year 7

32. 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 Leeds West Academy is named on the statement, the criteria will be applied in the order in which they are set out below:
- a. children in public care
 - b. 24 students (10% of the agreed admission number) will be admitted on the basis of aptitude in Performing Arts, using a specified assessment process (based on auditions) which will be set out in the published Academy prospectus.
 - c. students whose siblings currently attend the school and who will continue to do so on the date of admission;²
 - d. Nearest school: Students for whom Leeds West Academy is the nearest as the crow flies, taking into account the local Leeds Community Schools.
 - e. admission of students on the basis of proximity to the school using straight line measurement from the main entrance of the Academy to the main entrance to the child's home.³

² Sibling is defined as

- Brothers or sisters, including half-brothers or sisters, step-brothers or sisters and foster children living at the same address
- Another child normally resident for the majority of term time in the same household, for whom an adult in the household has parental responsibility as defined in the Children Act 1989
- In the case of twins (or two siblings in the same age cohort) and where there is only one place available in the school, both will be considered together as one application. The school will be authorised to exceed its Published Admission Number by one.

³ The 'home address' is where the child lives for the majority of the school term time with a parent who has parental responsibility as defined in the Children Act 1989 and a parent includes a person who is not a parent but who has responsibility for him/her. This could include a student's guardians but will not usually include relatives such as grandparents, aunts, uncles etc unless they have all the rights, duties, powers and responsibilities and authority which by law a parent of the child has in relation to the child and his/her property. Where a child lives normally and habitually during the school week with more than one parent at different addresses, the home address for the purposes of school admissions will be that of the parent who lives closest, in straight line distance, to the Academy.

Post 16 admission criteria

33. Leeds West Academy has capacity for 300 students in the sixth form. It will provide places for at least 170 internal and external students in year 12. The Academy will not admit external applicants unless it is undersubscribed by students progressing from its own Year 11, and in such circumstances it will apply the same academic entry requirements as it does to students already on roll in the Academy and, if a tie-break is necessary to determine who is admitted, it will apply the oversubscription criteria below.

The Academy will admit any Statemented students whose Statement names the Academy and which the Academy has agreed.

The Company will publish specific criteria in relation to minimum academic entrance requirements for admission to the post-16 provision. Both internal and external students wishing to enter the sixth form will be expected to have met the minimum academic entry requirements for the sixth form. The academic entry requirements will be published annually in the LA's composite admissions prospectus and in the Academy's own prospectus.

In addition to the sixth form's minimum academic entry requirements, students will need to satisfy minimum entrance requirements for the courses for which they are applying. If either internal or external applicants fail to meet the minimum course requirements they will be given the option of pursuing any alternative courses for which they do meet the minimum academic requirements.

These academic entry requirements form part of the admission arrangements and so will be consulted upon and published in the Academy's prospectus and in the LA's composite admissions prospectus.

When the sixth form is undersubscribed all applicants meeting the minimum academic entry requirements will be admitted.

When there are more external applicants that satisfy academic entry requirements than the number of post-16 places available and after the admission of students with statements of Special Educational Needs where Leeds West Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

- a. Children in public care
- b. Students for whom Leeds West Academy is the nearest as the crow flies, taking into account the local Leeds Community Schools
- c. Straight line distance measured from the Academy's main entrance to the main entrance of the child's home.

34. There will be a right of appeal to an Independent Appeals Panel for internal students refused transfer and external applicants refused admission.

The Academy may participate in local 14-19 partnerships which are likely to involve some Leeds West Academy students, if they follow relevant options, receiving part of their education at schools and colleges other than Leeds West Academy. There will be reciprocal arrangements for students on roll at other local schools and colleges.

NB: Local 14-19 partnership agreements will determine which national Diplomas will be offered within the local geographical area and by which local providers.

Operation of waiting lists

35. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Academy will operate a waiting list for each year group. Where in any year Leeds West Academy receives more applications for places than there are places available, a waiting list will operate until a term after the start of the school year. This will be maintained by the Company 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.
36. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 32, or for post-16 paragraph 33 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 Leeds West Academy

37. From 2011-2012 local authorities will co-ordinate admissions for in-year applications and for applications for year groups other than the normal point(s) of entry. This will not affect Academies' right to determine which applicants have priority for admission.
38. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Company 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 32, or for post-16 places, paragraph 33, shall apply. Parents whose application is turned down shall be entitled to appeal.

Arrangements for Admission of students as Leeds West Academy Builds to its Full Capacity

39. Leeds West Academy 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 school, Intake High School, which will close on 31 August 2009.
40. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in Leeds West Academy and the efficient use of resources.
41. There will be a right of appeal to an Independent Appeal Panel for unsuccessful applicants.

Schedule 2
Amended Supplemental Funding Agreement

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SCHEDULE 1

MODEL SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made 2014

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION**; and

(2) **WHITE ROSE ACADEMIES TRUST, company number 07958615,
registered office College House, Park Lane, Leeds, West Yorkshire
LS3 1AA**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 31 July 2014 (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 Leeds West Academy established at Intake Lane, Rodley, Leeds, LS13 1DQ;

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

"the Land" means the publicly funded land (including for the avoidance of doubt all buildings, structures landscaping and other erections)

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situated at and known as Leeds West Academy, Intake Lane, Rodley, Leeds, LS13 1DQ.

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 curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.

2.3 The requirements for the admission of pupils to the Academy are set out at Annex 1.

ACADEMY OPENING DATE

2.4 The Academy opened as a school on 1 September 2009.

2.5 The capacity of the Academy is 1500 in the age range 11 to 18, including a sixth form of 300 places.

3 CAPITAL GRANT

3.1 Pursuant to clause 38 of the Master Funding Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

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.

4A Not used

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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 2021 or any subsequent anniversary of that date.

Termination Warning Notice

5.2 The Secretary of State shall be entitled to issue to the Company a written notice of his intention to terminate this Agreement ("Termination Warning Notice") where he considers that:

- a) the Academy is no longer meeting the requirements referred to in clause 12 of the Master Agreement (subject to clause 5.9 of this Agreement);
- b) the conditions and requirements set out in clauses 13-34B of the Master Agreement are no longer being met;
- c) the standards of performance of pupils at the Academy are unacceptably low;
- d) there has been a serious breakdown in the way the Academy is managed or governed;
- e) the safety of pupils or staff is threatened (whether by breakdown of discipline or otherwise); or
- f) the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement.

5.3 A Termination Warning Notice issued by the Secretary of State in accordance with clause 5.2 shall specify:

- a) reasons for the Secretary of State's issue of the Termination Warning Notice;
- b) the remedial measures which the Secretary of State requires the Company to carry out, with associated deadlines, in order to rectify the defaults identified ("Specified Remedial Measures"); and

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- c) the date by which the Company must respond to the Termination Warning Notice providing its representations with regard thereto or confirm that it accepts and agrees to undertake the Specified Remedial Measures.

5.4 The Secretary of State shall consider any response and representations from the Company which are received by the date specified in accordance with clause 5.3(c) and shall confirm whether he considers that:

- a) in the light of the Company's representations in response to the Termination Warning Notice, some or all of the Specified Remedial Measures are not required to be implemented (and if so which) and/or the Specified Remedial Measures are being or will be implemented within the specified timeframe; or

- b) subject to any further measures he reasonably requires ("Further Remedial Measures") being implemented by a specified date or any evidence he requires being provided, the implementation of such measures has been or will be successfully completed within the specified timeframes; or

- c) he is not satisfied that the Company will rectify the defaults identified in the Termination Warning Notice within the specified timeframes. (In such circumstances, the Secretary of State may notify the Company of his intention to terminate the Agreement on a specified date.)

5.5 The Secretary of State may by notice in writing terminate this Agreement with effect from a specified date in the event that:

- a) the Company has not, by the date specified in clause 5.3(c), responded to the Termination Warning Notice either confirming that it accepts and agrees to undertake the Specified Remedial Measures or providing its representations with regard to the Specified Remedial Measures; or

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b) the Company has not carried out the Specified Remedial Measures and/or Further Remedial Measures within the specified timeframes;

provided that having considered any representations made by the Academy Trust pursuant to clause 5.3(c), the Secretary of State remains satisfied that it is appropriate to terminate the Agreement.

Notice of Intention to Terminate

5.6 The Secretary of State may at any time give written notice of his intention to terminate this Agreement where the Chief Inspector gives notice to the Company in accordance with section 13(3) of the Education Act 2005 stating that in the Chief Inspector's opinion –

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

(b) the Academy requires significant improvement.

5.7 Any notice issued by the Secretary of State in accordance with clause 5.6 shall invite the Company to respond with any representations within a specified timeframe.

5.8 Where the Secretary of State has given notice of his intention to terminate this Agreement in accordance with clauses 5.6 and 5.7 and –

(a) he has not received any representations from the Company within the timeframe specified in clause 5.7; or

(b) having considered the representations made by the Company pursuant to clause 5.7, the Secretary of State remains satisfied that it is appropriate to terminate this Agreement

he may by notice in writing terminate this Agreement with effect from a specified date.

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Termination with Immediate Effect

5.9 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, he may terminate this Agreement by notice in writing to the Company such termination to take effect on the date of the notice.

Notice of Intention to Terminate by Company

5.10 The Secretary of State shall, at a date preceding the start of each Academy Financial 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 73 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.

5.11 Any notice given by the Company under clause 5.10 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 5.10 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

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5.11.1.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

5.11.2.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

5.11.3.a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").

5.12 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.

5.13 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

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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.

5.14 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 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.

5.15 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.

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 Sections 1 and 1A of the Academies Act 2010.

6.2 Subject to clauses 6.3 and 6.4, if the Secretary of State terminates this Agreement pursuant to clause 5.1 of this Agreement, the Secretary of State shall indemnify the Company. If the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1 of this Agreement, the

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Secretary of State may in his absolute discretion indemnify or (to such extent if any as he may in his absolute discretion consider appropriate) compensate the Company.

6.3 The amount of any such indemnity or compensation 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 (where the Secretary of State terminates this Agreement pursuant to clause 5.1) indemnify the Company and may (where the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1) in his absolute discretion indemnify or compensate 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:

(a) 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 any 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 at a later date; or

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) 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

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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(b) 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 LA.

6.7 The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010.

Restrictions on Land transfer

6A Recognising that they are or will be receiving publicly funded land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Company:

- a) shall, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the following terms:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed

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by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

b) shall take any further steps required to ensure that the restriction referred to in clause 6A(a) is entered on the proprietorship register,

c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A(a) as soon as practicable after it receives notification from the Land Registry,

d) in the event that it has not registered the restriction referred to in clause 6A(a), hereby consents to the entering of the restriction referred to in 6A(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),

e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 6A(a) or 6A(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

7 **ANNEX**

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

8 **THE MASTER AGREEMENT**

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

8.2 Clauses 45-49 of the Master Agreement do not apply to the Academy and are replaced with the following wording for the purposes of this Agreement:

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45) For Academy Financial Year 2014/2015 the Secretary of State will pay GAG on the basis agreed in advance of the transfer of the Academy to the new sponsor. The pupil number count for the purposes of determining GAG for Academy Financial Year 2014/2015 will be based on an estimate agreed between the parties of the numbers of pupils on the roll. The basis of the pupil number count for the purpose of determining GAG for Academy Financial Year 2015/2016 will be the Company's most recent estimate of the numbers of pupils on the roll provided in accordance with Clause 45A. The Secretary of State may make adjustments to the GAG for the following Academy Financial Year to recognise any variation between the number of pupils that were actually on the roll in the previous September and the Company's estimate provided in accordance with clause 45A. The basis of these will be set out in the Annual Letter of Funding.

45A) Subject to Clause 45, the Secretary of State shall in advance of each Academy Financial Year for the Academy, at such time or times as he shall determine, request that the Company provides an estimate of the number of pupils on roll in the following September for the Academy for the purposes of determining GAG for an Academy Financial Year. The Company shall provide the requested estimate (such estimate to be based on an objective assessment of numbers) to the Secretary of State as soon as reasonably practicable.

46) For Academy Financial Year 2016/2017 and each subsequent Academy Financial Year the pupil number count for the purpose of determining GAG for the Academy Financial Year in question will be determined in accordance with Clause 47 and Clause 45 will no longer apply.

47) The basis of the pupil number count for the purpose of determining GAG for the Academy for Academy Financial Year 2016/2017 and each subsequent Academy Financial Year will be:

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a) for the pupil number count 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 the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers for pupils in Year 12 and above for the purpose of calculating their level of funding.

48) Not used

49) For any Academy Financial Year in which GAG for the Academy is calculated in accordance with clause 46, no adjustment will be made to the formula funding element in the following Academy Financial Year's formula funding element of GAG unless the Company demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on balances. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the annual letter of funding.

8.3 In respect of the Academy only, a new clause 62 of the Master Agreement shall be inserted as follows:

62) The Company may apply to the Secretary of State for financial assistance in relation to proposed redundancies that it may make. On an application to the Secretary of State, he may (at his absolute discretion) agree to meet a proportion of the Company's costs arising from the inclusion of Academies in the Schedules to the Redundancy Payments (Continuity of Employment in Local Government)(Modification) Order 1999. In response to an application for financial assistance, the Secretary of State may agree to meet the costs of the employees' prior eligible service, being service prior to

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opening of the Academy, but the Company will be required to meet the costs of service after the opening of the Academy.

9 GENERAL

9.1 This Agreement shall not be assignable by the Company.

9.2 No delay, neglect or forbearance on the part of the Secretary of State in enforcing (in whole or in part) any provision of this Agreement or in exercising (in whole or in part) any right or remedy conferred on him by this Agreement shall be or be deemed to be a waiver of such provision or right or remedy or a waiver of any other provision or right or remedy or shall in any way prejudice any right or remedy of the Secretary of State under this Agreement or shall amount to an election not to enforce such provision or exercise such right or remedy (including, for the avoidance of doubt, any right to terminate this Agreement). No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9.3 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

9.4 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.5 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.

9.6 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 agreement or its subject matter or formation (including non-contractual disputes or claims).

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This Agreement was executed as a Deed on

2014

Executed on behalf of White Rose Academies Trust by:

.....

Director

.....

Director/Secretary

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

.....

Duly Authorised

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Annex 1 - Requirements for the Admission for pupils at the Academy

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Company.

2. Except as provided in paragraphs 2A to 2B below the Company will act in accordance with, and will ensure that an Independent Appeal Panel 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 Education ("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 legislation to "admission authorities" shall be deemed to be references to the Directors of the Company.

2A. The Company is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children¹) to other children attracting the pupil premium, including the service premium ('the pupil premium admission criterion'). Where a Company exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.

2B. 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:

¹ As defined in the School Admissions Code.

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- any personal details about their financial status; or
 - whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.
3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (LA) and the local Fair Access Protocol.
4. Notwithstanding any provision in this Annex, the Secretary of State may:
- (a) direct the Company to admit a named pupil to the Academy on application from an LA. This will include complying with a School Attendance Order². Before doing so the Secretary of State will consult the Company;
 - (b) direct the Company to admit a named pupil to the Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes;
 - (c) direct the Company to amend its admission arrangements where they fail to comply with the School Admissions Code or the School Admission Appeals Code.
5. The Company shall ensure that parents and 'relevant children'³ will have the right of appeal to an Independent Appeal Panel if they are

² Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

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dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

6. Subject to paragraph 7, the meaning of “Relevant Area” for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Company does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August 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 Company and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

³ relevant children’ means:

- a) in the case of appeals for entry to a sixth form, the child, and;
- b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

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9. The Company will:
- a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;
 - b. determine admission oversubscription criteria for the Academy that give highest priority to looked after children and previously looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group⁴. The Company will consult on the Academy's admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Office of the School's Adjudicator (OSA) will consider objections to the Academy's admission arrangements⁵. The Company should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA.

12. A determination of an objection by the OSA will be binding upon the Academy and the Company will make appropriate changes as quickly as possible.

⁴ 'Relevant age group' means 'normal point of admission to the school, for example, year R, Year7 and Year 12.

⁵ The OSA has no jurisdiction to consider objections against the agreed variation from the Codes set out in paragraphs 2A and 2B.

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