

# FREEDOM OF INFORMATION REDACTION SHEET

## Salford City Academy

### Supplemental Funding Agreement

<b>Exemptions in full</b>  n/a	
<b>Partial exemptions</b>  Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.  Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.	
<b>Factors for disclosure</b>	<b>Factors for Withholding</b>
<ul style="list-style-type: none"><li>▪ further to the understanding of and increase participation in the public debate of issues concerning Academies.</li><li>▪ to ensure transparency in the accountability of public funds</li></ul>	<ul style="list-style-type: none"><li>▪ To comply with obligations under the Data Protection Act</li></ul>
<b><u>Reasons why public interest favours withholding information</u></b>  Whilst releasing the majority of the Salford City Academy Supplemental Funding Agreement will further the public understanding of Academies, the whole of these documents cannot be revealed. If the personal information redacted were to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.	

**UNITED LEARNING TRUST**

**DEED OF VARIATION OF  
SALFORD CITY ACADEMY  
SUPPLEMENTAL FUNDING AGREEMENT**

20 DECEMBER 2023

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**");

- and -

(2) **UNITED LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number **04439859** whose registered address is at Worldwide House, Thorpe Wood, Peterborough, PE3 6SB (the "**Company**"),

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

### **INTRODUCTION**

A. The Parties entered into a supplemental funding agreement in respect of Salford City Academy on 19 October 2005, a copy is contained in Schedule 1 (the "**Existing SFA**");

and

B. The Parties have agreed to amend and re-state the terms of the the Existing SFA on the terms set out in this Deed.

### **LEGAL AGREEMENT**

1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended SFA (as defined in clause 2 below).
2. The Parties agree that with effect from 1 September 2023 the Existing SFA shall be amended and re-stated in the form of the Amended SFA set out in Schedule 2 (the "**Amended SFA**"). For the avoidance of doubt, the Amended SFA does not terminate or suspend the Existing SFA but further amends and re-states it.

### **GOVERNING LAW AND JURISDICTION**

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. 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**

5. 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.

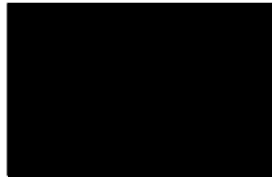
**EXECUTED** as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-



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

Date 20/12/2023.....

**EXECUTED** as a deed by **United Learning Trust** acting by:



.....  
Director

Print name.....

Date 13-12-23.....

Witnessed by ...

Full name.....

Address.....

Occupation.....

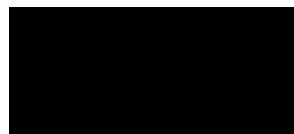
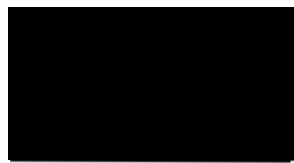
**Schedule 1**

**Existing SFA**

# SALFORD CITY ACADEMY

## SUPPLEMENTAL AGREEMENT

19 OCTOBER 2005



**THIS AGREEMENT** made 19 October 2005

**BETWEEN**

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

(2) **UNITED LEARNING TRUST**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated the same date as this Agreement (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" the Salford City Academy to be established at Northfleet Road, Eccles M30 7PQ.

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 sponsor the Academy.

2.2 The specialism of the Academy will be sport with business and enterprise.

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

2.4 The Academy is intended to open on 1 September 2005.

## **3 CAPITAL EXPENDITURE**

3.1 The Cash Limit will be £15,052,758.

3.2 The Company's Contribution will be £1,600,000.

3.3 The Capital Costs Spreadsheet is annexed to this Agreement as Annex 2.

3.4 The Capital Cashflow Programme is attached to this Agreement as Annex 3B.

3.5 Payment of Capital Grant is conditional upon the approval by the Secretary of State of the matters set out in Capital Cashflow Programme.

3.6 The Secretary of State agrees to pay Capital Grant to the Company in accordance with the Master Agreement and this Agreement.

#### **4 IMPLEMENTATION GRANT**

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with Annex 3C to this Agreement.

#### **5 GAG AND EAG**

The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

#### **6 TERMINATION**

6.1 Either party may give not less than seven years' written notice to terminate this Agreement, such notice to expire on 31 August 2012 or any subsequent anniversary of that date.

6.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 11 of the Master Agreement or that the conditions and requirements set out in clauses 11 and 12 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 or the Company has been in material breach of the relevant Existing Funding Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

6.3 Any such notice shall be in writing and shall:

6.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 11 of the Master Agreement or is not meeting the conditions and requirements of clauses 11 and 12 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

6.3.2 specify the measures needed to remedy the situation or breach;



- 6.3.3 specify a reasonable date by which these measures are to be implemented;  
and
- 6.3.4 state the form in which the Company is to provide its response and a  
reasonable date by which it must be provided.
- 6.4 If no response is received by the date specified in accordance with clause 6.3, 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.
- 6.5 If a response is received by the date specified in accordance with clause 6.3, the  
Secretary of State shall consider it, and any representations made by the Company,  
and shall, within three months of its receipt, indicate that:
- 6.5.1 he is content with the response and/or that the measures which he specified  
are being implemented; or
- 6.5.2 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
- 6.5.3 he is not satisfied, that he does not believe that he can be reasonably  
satisfied, and that he will proceed to terminate the Agreement.
- 6.6 In the circumstances of clause 6.5 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 11 of the Master Agreement or does not and will not  
meet the conditions and requirements set out in clauses 11 and 12 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.
- ~~6.7 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 6.6 may be shortened to a period deemed appropriate by the Secretary of State.

- 6.8 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 financial year (the "Indicative Funding"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the "Critical Year") and of the taking into account all other resources available to the Academy, including such funds as are set out in clause 86 of the Master Agreement and such other funds as are available to the Academy from other ULT academies ("**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 (provided it has complied with clause 37 of the Master Agreement) the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.
- 6.9 Any notice given by the Company under clause 6.8 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 6.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:
- 6.9.1 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
- 6.9.2 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



- 6.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "Projected Budget").
- 6.10 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.
- 6.11 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 chosen by agreement between the parties. If the parties fail to agree 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.
- 6.12 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 the Expert's determination shall have been given to the parties.
- 6.13 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.

## **7 EFFECT OF TERMINATION**

- 7.1 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.
- 7.2 If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 7 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 8 and 9 of the Master Agreement 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.
- 7.3 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.
- 7.4 The amounts and 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.
- 7.5 On the termination of this Agreement however occurring the Company shall repay to the Secretary of State a sum in respect of the Capital Grant made under clause 3.
- 7.6 The amount to be repaid to the Secretary of State in accordance with clause 7.5 shall be determined in accordance with subclauses 7.6.1 or 7.6.2 as appropriate.
- 7.6.1 Where the Company retains the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Company at the date of termination which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original cost of those assets, whether that contribution was made on the establishment of the Academy or later;



7.6.2 Where the Company disposes of the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the net proceeds of the realisation of the assets belonging to the Company at the date of termination, which were purchased wholly or in part with capital grants paid under this agreement. 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 than contribution was made on the establishment of the Academy or later.

7.7 The Secretary of State may waive in whole or in part the repayment due under clause 7.6 if:

7.7.1 The Company obtains his permission to invest the proceeds of sale for its charitable objects; or

7.7.2 The Secretary of State directs all or part of the repayment to be paid to the LEA.

7.8 If any land or premises of the Academy were acquired by the Company from an LEA by a scheme under Schedule 35A of the 1996 Act 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 1996 Act , 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 LEA from which the land was transferred before giving or withholding that consent.

## **8 ANNEXES**

The Annexes to this Agreement form part of and are incorporated into this Agreement.

## **9 THE MASTER AGREEMENT**

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

## **10 ENGLISH LAW**

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

SIGNED by [REDACTED] )

On behalf of UNITED )

LEARNING TRUST )

[REDACTED]

SIGNED by [REDACTED] )

On behalf of THE SECRETARY OF STATE )

FOR EDUCATION AND SKILLS )

[REDACTED]

Duly authorised

**ANNEXES TO THIS SUPPLEMENTAL AGREEMENT**

Arrangements for Admission for pupils at the Academy	Annex 1
Capital Costs Spreadsheet	Annex 2
Capital expenditure incurred for the purposes of or in connection with the establishment of the Academy prior to the date of this agreement	Annex 3A
Capital Cashflow Programme (for monthly capital expenditure during the Academy's Implementation phase)	Annex 3B
Implementation phase cashflow programme	Annex 3C
Architects drawings/specification of the new build as proposed up to RIBA Stage D	Annex 4

**ARRANGEMENTS FOR THE ADMISSION OF PUPILS TO  
SALFORD CITY ACADEMY**

- 1 This document sets out the admission arrangements for Salford City Academy, throughout this document referred to as "the Academy". Any changes to the arrangements set out in this document, with the exception of setting a published admission number higher than the agreed admission number for a specific year, must be approved in advance by the Secretary of State.
- 2 For the purposes of this document, references in admission law and in the statutory Codes of Practice to admissions authorities shall be deemed to be references to the Company. References to "the LEA" shall be deemed to be references to Salford Local Education Authority and references to "the Admissions Forum" to be to the Salford LEA Admissions Forum.

**ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE**

- 3 The admission arrangements for the Academy for the year 2005-2006 and, subject to any changes approved by the Secretary of State, for subsequent years are:
  - (a) The Academy has an agreed admission number of 150 pupils and will accordingly admit at least 150 pupils in the relevant age group each year if sufficient applications are received. Where fewer than 150 applications are received, the Academy will offer places to all those who have applied. Where the number of applications exceeds 150, applications will be considered in accordance with the criteria in paragraph 8.
  - (b) The Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at paragraph 27 below.
  - (c) Pupils will not be admitted above the published admission number unless exceptional circumstances shall be reported to the Secretary of State.

**PROCESS OF APPLICATION**

- 4 Applications for the Academy will be made on the common application form of the LEA in which the applicant resides. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which will fit in with the common timetable agreed by the Admissions Forum:
  - (a) **September:** The Academy will publish in its prospectus of information for admission (including over-



subscription criteria) for the following September (i.e. in September 2004 for admission in September 2005). This will include details of open days and/or evenings and other opportunities for prospective pupils and their parents to visit the Academy. It will refer to the LEA admissions arrangements, including use of the Common Application Form of the LEA in which the applicant resides and the closing date for applications within the LEA admissions arrangements. The Academy will also provide information to the LEA for inclusion in the composite prospectus, as required.

- (b) **September/  
October:** The Academy will provide opportunities for parents to visit the Academy.
- (c) **Mid-October/  
early November:** The closing date for admissions applications in accordance with the LEA admissions arrangements.
- (d) **Late November/  
early December:** The LEA passes list of applicants for the Academy to the Academy.
- (e) **By 25<sup>th</sup> January:** Applications considered by the Academy and ranked priority list provided to the LEA. The LEA, in liaison with other admission authorities both in the LEA area and in the area close to the Academy but outside the LEA area, will then secure a coordinated approach to admission for parents and pupils.
- (f) **1<sup>st</sup> March:** Offers of places notified in writing to parents by the LEA on behalf of the Academy.

- 5 This timetable reflects the practice in the LEA and is intended to secure a coordinated approach to admission for parents and pupils. The Academy intends to be part of the coordinated scheme for admissions.

## CONSIDERATION OF APPLICATIONS

- 6 The Academy will consider all applications for places. Where fewer than 150 applications are received, the Academy will offer places to all those who have applied.
- 7 Notwithstanding paragraph 6 above, the Academy may refuse admission to particular applicants in cases where fewer than the published admission number have applied. These are applicants who have been excluded from two or more other schools and the ability to refuse admissions runs for a period of two years since the last exclusion. One of the exclusions must have occurred after the 1<sup>st</sup> September 1997. Exclusions which took place before the child concerned reached compulsory school age do not count for this purpose. The Academy may also refuse admission to a child (other than in the normal year of entry) in the specific and limited circumstances described in paragraph 7.7 of the statutory Code of Practice. In all the circumstances described in this paragraph, however, the Secretary of State may direct the Academy to admit such a child and that direction shall be binding on the Academy.

## PROCEDURES WHERE THE ACADEMY IS OVER-SUBSCRIBED

- 8 Where the number of applications for admission is greater than the published admissions number, applications will be considered for Year 7 against the criteria set out below. After the admission of pupils with Statements of Special Educational Needs where the Academy is named on the Statement, the criteria will be applied in the order in which they are set out below:
- (a) Admission of children in Public Care (Looked after Children) at the date of the application.
  - (b) Specific medical needs, social needs and special needs where the application is supported by written specific professional advice as to why admission to the Academy is necessary. The definition as to what constitutes medical, social and special needs within the scope of this provision will be agreed by ULT and will be available in writing to parents in the prospectus as part of the admissions policy.
  - (c) Up to 30 children attending a Christian Church supported by the testimony of a minister/priest confirming:
    - i. Attendance at a Church of England Church within Salford City
    - ii. Attendance at other Christian Churches within Salford City
  - (d) Attendance at an associated primary school

Barton Moss Primary School

Beech Street Primary School

Christchurch C of E Primary School

Godfrey Erman C of E Primary School

Lewis Street Primary School

St Andrews C of E Primary School

- (e) Siblings of pupils who will be attending the Academy on the date when the applicant would be admitted. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship.
- (f) Nearest walking distance to the Academy – children who live the nearest distance from the Academy. The distance which determines how close the child lives to the Academy is the shortest walking distance along public highways and footpaths between the door to the child's permanent address and the nearest entrance to the Academy main building.

The child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process. If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled.

- 9 Notwithstanding the provisions of paragraph 8 above, the Secretary of State may direct the Academy to admit a named child to the Academy on application from the LEA. The Secretary of State shall in such circumstances consult the Academy before making such a direction and have regard to its comments.

#### **OPERATION OF WAITING LISTS**

- 10 Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy 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 for admission to the Academy.
- 11 A child's position in the waiting list will be determined solely in accordance with the over-subscription criteria set out in paragraph 8 above. Where places become vacant, they will be allocated to children on the waiting list in accordance with the over-subscription criteria.

#### **ARRANGEMENTS FOR APPEAL PANELS**



- 12 Parents will have the right of appeal to an independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy and will be comprised of a minimum of three members who will include:
  - (a) at least one independent person, who has no professional experience of education or personal experience of the Academy, known as a lay member; and
  - (b) at least one independent person with experience in education.
- 13 Parents have the right to attend the Appeal Panel meeting in person and to make oral representations; that is, to clarify or supplement their written appeal. The parent may be accompanied by a friend, adviser or be represented. Parents may also bring an interpreter. The Academy may also be represented at the Appeal Panel meeting.
- 14 The arrangements for appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills.
- 15 Where an application has been unsuccessful, the admission decision letter from the Academy to parents notifying them of the outcome will provide the parent with a written statement detailing the reason(s) why it has not been possible to allow the child to attend the Academy and will explain the parent's right of appeal. The Academy will enclose a copy of ULT's arrangements for appeals along with the admission decision letter. The notification will specify the date by which an appeal must be made, such date to be at least 14 days from the date on which the notification is posted. An application for an appeal hearing which arrives after the due date will normally only be considered where the parent can demonstrate that there was a reasonable cause for the appeal not to be made in time.
- 16 Parents wishing to appeal against an admission decision by the Academy should write to the Clerk to the Appeal Panel at the address given in the admission decision letter from the Academy. Other documentation may be submitted in support of an appeal and should be lodged with the Clerk to the Appeal Panel not less than 7 days before the appeal hearing. The Appeal Panel will have the discretion to refuse to admit late evidence.
- 17 Any materials presented by the Academy to the Clerk will be sent in advance to the parents and any materials presented by the parents will be sent in advance to the Academy. The basic principle followed is that all information presented to the Clerk as part of the appeals process is available to all parties to the appeal.
- 18 Parents will be given 14 days notice of the appeal hearing, unless they agree to a shorter period of notice.

- 19 The Clerk to the Appeal Panel will, if possible, inform parents of the Appeal Panel's decision within 2 working days of the end of the hearing. The parent will also be informed of the outcome in writing within 14 days of the date of the hearing. In the case of unsuccessful appeals, the Appeal Panel will give the parents a written statement setting out its reason for not upholding the appeal.

**ARRANGEMENTS FOR ADMITTING PUPILS TO OTHER YEAR GROUPS, INCLUDING ARRANGEMENTS TO REPLACE ANY PUPILS WHO HAVE LEFT THE ACADEMY**

- 20 If an application is made for a child to be admitted to the Academy and the required year group is below the level of the published admission number applicable to the age group, the child will be accepted. However, within the exceptional circumstances set out in paragraph 7.7 of the Admissions Code of Practice, the Academy may refuse to admit a challenging child where there are places available on the grounds that admission would prejudice the provision of efficient education or the efficient use of resources.
- 21 Where a year group in the Academy is at the level of the published admission number applicable to the age group, the Academy will operate a waiting list for those children who have applied for a place and been refused.
- 22 There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

**ARRANGEMENTS FOR ADMISSION OF PUPILS AS THE ACADEMY BUILDS TO FULL CAPACITY**

- 23 The Academy will open on 1<sup>st</sup> September 2005 with a published admission number of 150 which relates to pupils in Years 7 to 11. The Academy will admit up to 150 pupils in subsequent years to Year 7.
- 24 On 31<sup>st</sup> August 2005, the predecessor school, Canon Williamson C of E Voluntary Aided High School, will close. On 1<sup>st</sup> September 2005, pupils entering Years 8 to 11 will transfer from the predecessor school to the Academy. The Academy will provide up to 150 places to those pupils entering Years 8 to 11. In the event of over-subscription, applications will be considered in accordance with the over-subscription criteria set out in paragraph 8 above after the pupils from the predecessor school have been admitted.
- 25 There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

**ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS**

- 26 The Academy shall consult each year on its proposed admission arrangements. The Academy will take part in the Admissions Forum.
- 27 The Academy will consult by 1<sup>st</sup> March:



- (a) the LEA;
- (b) Manchester Diocese Board of Education; and
- (c) any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LEA.

#### **DETERMINATION AND PUBLICATION OF ADMISSION ARRANGEMENTS**

28 Following consultation, the Academy will consider comments made by those consulted. The Academy will then determine its admission arrangements by 15<sup>th</sup> April of the relevant year and notify those consulted as to what has been determined.

#### **PUBLICATION OF ADMISSION ARRANGEMENTS**

29 The Academy will publish its admission arrangements in July of each year once these have been determined by copies being:

- (a) sent to primary, special and secondary schools in the LEA;
- (b) sent to the offices of the LEA;
- (c) sent to Manchester Diocese Board of Education
- (d) made available without charge on request from the Academy; and
- (e) sent to public libraries in the area of the LEA for the purposes of being made available at such libraries for reference by parents and other persons.

30 The published arrangements will set out:

- (a) the name and address of the school and contact details;
- (b) a summary of the admissions policy, including over-subscription criteria;
- (c) numbers of places and applications for those places in the previous year; and
- (d) arrangements for hearing appeals.

#### **REPRESENTATIONS ABOUT ADMISSION ARRANGEMENTS**

31 Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in doing so will

consult the Academy. Where she/he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.

- 32 Those consulted have the right to ask the Academy to increase its proposed published admissions number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed published admissions number. The Secretary of State will consult with the Academy and will then determine the published admissions number.
- 33 In addition to the provisions at paragraphs 31 and 32 above, the Secretary of State may direct changes to the proposed published admissions number.

**PROPOSED CHANGES TO ADMISSION ARRANGEMENTS BY THE ACADEMY AFTER ARRANGEMENTS HAVE BEEN PUBLISHED**

- 34 Once the admission arrangements have been determined and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must consult those consulted under paragraph 27 above and must then apply to the Secretary of State setting out:
- (a) the proposed changes;
  - (b) the reasons for wishing to make the changes; and
  - (c) any comments or objections from those entitled to object.
- 35 The Secretary of State will consider applications from the Academy to change its admissions arrangements only when the Academy has consulted on the proposed changes those consulted under paragraph 27 above.
- 36 Where the Academy has consulted on proposed changes and there have been no objections from other admissions authorities consulted under paragraph 27, the Academy must still secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to her/him any comments or objections from other admission authorities/other persons.
- 37 The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.
- 38 Records of applications and admissions shall be kept by the Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State.



CAPITAL COSTS SPREADSHEET - ANNEX 2

<b>ANNEX 2</b>		<b>DATE</b> July 2004	
<b>CASH LIMIT SPREADSHEET</b>		<b>NEW BUILD PROJECT</b>	
<b>NAME OF ACADEMY</b> SALFORD ACADEMY FUNDING AGREEMENT COST PLAN			

TPI FOR BENCHMARK @		3Q02	137
TPI - ANTICIPATED TENDER		1Q2006	166
NOR 16-18	0		
NOR 11-16	7.60		
TOTAL NOR	760		
BASIC FEE LEVEL		13.000 %	
BCIS LOCATION FACTOR		0.94	
NEW BUILD £/M2		£1,050	
F&E PER PUPIL		£1,400	
ICT: 11-16 (PER PUPIL)		£1,433	
ICT: 16-18		£0	
BB82 (JULY 02) GIA FOR TOTAL NOR	6,367	M2	
AGREED ADDITIONAL AREA	184		
	6,551		
AVERAGE AREA PER PUPIL	8.73	M2	

	ELEMENT		M2	COST	FEES	VAT
1	NEW BUILD		6,551	8,364,559		4,622
2	ICT INFRASTRUCTURE 11-16		inc			
3	ICT INFRASTRUCTURE 16-18		inc			
4	EXTERNAL WORKS ON 1 @		%	1,103,324		
5	BUILDING COST INCLUDING EXT WORKS (1-4)			9,467,882		4,622
6	6 ADJUSTED FOR LOCATION FACTOR	0.94		included above		4,622
7	6 ADJUSTED - TENDER PRICE INDEX	1.226		included above		4,622
8	PROF FEES ON 7 @	11.000	%		1,041,467	0
9	TOTAL OF 7 AND 8			9,467,882	1,041,467	4,622
10A	FIXED EDUCATIONAL F&E			367,500		
10B	10A ADJUSTED - TPI			450,657		0
11	PROF FEES ON 10B @	11.000	%		49,572	0
12A	LOOSE EDUCATIONAL F&E			682,500		
12B	12A ADJUSTED - TPI			836,934		146,463
13	PROCUREMENT FEE ON 12B				30,000	0
14	ICT EQUIPMENT			1,075,000		188,125
15	DESIGN/PROCUREMENT FEE ON 2,3,14				25,000	0
16	SUB TOTALS OF 9-15			11,830,473	1,146,039	339,210
17	TOTAL OF 16			13,316,723	inc Fees & VAT	
18	OVERALL COST PER M2			£2,091	inc VAT	
19	OVERALL COST PER PUPIL			£17,754		

VAT on carpet

VAT reclaimed

VAT reclaimed

VAT reclaimed

VAT on 100%

VAT reclaimed

VAT on 100%

VAT reclaimed

20	Building (includes ICT infrastructure)			10,513,971	includes fees & VAT	
21	Educational F&E			1,513,627	includes fees & VAT	
22	ICT equipment			1,288,125	includes fees & VAT	
23	TOTAL			13,316,723	includes fees & VAT	

	ADDITIONAL COSTS (Excl additional area)	COST	FEES	VAT
24	Demolitions	231,578		0
25	Professional fees on 24.		25,474	0
26	Abnormal costs arising from site conditions.	1,148,857		0
27	Professional fees on 28.		126,374	0
28	Temporary accommodation	3,105		543
29	Professional fees on 28.		342	0
30	Surveys/investigations	121,209		21,212
31	Professional fees on 30.		0	0
32	Statutory fees	11,000		1,925
33	Professional fees on 32.		0	0
34	Other	25,038		0
35	Professional fees on 34.		2,754	0
36	Legal costs in connection with 24 - 34	15,000		2,625
37	Professional fees on 36.		0	0
38	BB93 Enhancement	0		0
39	Professional fees on 38.		0	0
40	SC Planning Conditions	0		0
41	Professional fees on 40.	0		0
42	SUB TOTALS	1,555,787	164,944	26,305
43	SUB TOTAL OF ADDITIONAL COSTS	1,737,036		
44	FUNDING AGREEMENT TOTAL	6,551	15,052,768	

VAT reclaimed

VAT reclaimed

VAT reclaimed

VAT reclaimed

100% VAT

VAT reclaimed

100% VAT

VAT reclaimed

VAT reclaimed

100% VAT

VAT reclaimed

VAT reclaimed

VAT reclaimed

The above figures exclude:

- 1) Inflation to any extended project completion date
- 2) Unforeseen VAT on buildings/fixtures
- 3) Start-up consumables and small equipment.



**CAPITAL EXPENDITURE INCURRED PRE-FUNDING AGREEMENT - ANNEX 3A**

**ANNEX 3A**

**CAPITAL EXPENDITURE INCURRED PRIOR TO THE FUNDING AGREEMENT**

The figures set out below represent the approved capital expenditure incurred prior to the signing of the Funding Agreement. This expenditure forms part of the capital cost of the project and is included within the overall cash limit referred to in this agreement

	Element	£	Vat	Total
1	Building/external works			
2	Professional fees on 1			0
a	Architect	253,657	44,390	298,047
b	Quantity Surveyor			0
c	Structural Engineer	inc		0
d	Services Engineer	inc		0
e	Landscape Architect	inc		0
f	Planning Supervisor	inc		0
g	Building Project Management	inc		0
	<b>Total of 2a - 2g</b>	<b>253,657</b>	<b>44,390</b>	<b>298,047</b>
3	Fixed educational F&E			0
4	Professional fees on 3			0
5	Loose educational F&E			0
6	Professional fees on 5			0
7	ICT equipment			0
8	Professional fees on 7			0
9	Surveys (incl Fees/Vat)	59,028	10,330	69,358
10	Statutory fees (incl Fees/Vat)	11,000	1,925	12,925
11	Other (incl Fees/Vat)		0	0
12	Legal costs (incl Fees/Vat)		0	0
13	<b>TOTAL</b>	<b>323,685</b>	<b>56,645</b>	<b>380,330</b>
<b>EXPENDITURE SPLIT</b>				
14	CONTRIBUTION - SPONSOR			
15	CONTRIBUTION - OTHER			
16	CONTRIBUTION - OTHER			
17	CONTRIBUTION - DfES	323,685	56,645	380,330
18	<b>TOTAL</b>	<b>323,685</b>	<b>56,645</b>	<b>380,330</b>

ANNEX B - ACADEMY CASH FLOW AND ELEMENTAL EXPENDITURE BREAKDOWN  
BALFORD ACADEMY

CAP FORM 1

ELEMENT	FROM APPENDIX A	POST FUNDING AGREEMENT EXPENDITURE												FA PROJECT TOTAL	SIBD/COST PLAN								
		FINANCIAL YEARS														SIBD/COST PLAN							
		2004	2005					2006					2012										
APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2012		
1. Building works	0	0	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	10,655,587
2. Professional fees on 1	0	0	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	38,660	1,180,826
3. Fund educational F&E	0	0	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	5,571	450,657
4. Professional fees on 3	0	0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	49,572
5. Loans educational F&E	0	0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	903,397
6. Professional fees on 5	0	0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	30,000
7. ICT equipment	0	0	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,283,125
8. Professional fees on 7	0	0	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	25,000
9. Barrow (incl Fees/VAT)	0	0	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	20,100	14,421
10. Stationery (incl Fees/VAT)	0	0	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	68,532	12,925
11. Other (incl Fees/VAT)	0	0	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	490,842	27,783
12. Legal costs (incl Fees/VAT)	0	0	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625	17,625
13. MONTHLY TOTALS	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	15,052,750
14. CUMULATIVE TOTALS	300,330	600,660	901,000	1,201,330	1,501,660	1,802,000	2,102,330	2,402,660	2,703,000	3,003,330	3,303,660	3,604,000	3,904,330	4,204,660	4,505,000	4,805,330	5,105,660	5,406,000	5,706,330	6,006,660	6,307,000	6,607,330	15,052,750
EXPENDITURE SPILT																							15,052,750
CONTRIBUTION - TRUST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - DEFBS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTALS	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	15,052,750
CONTRIBUTION - TRUST	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - DEFBS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONTHLY TOTALS	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	300,330	15,052,750

\*\* Includes donations, normal costs and temporary accommodation (including VAT)



City Academy: Salford

CA-IMP 1

Estimated Cash Flow (Figures to include VAT)	Year One												TOTAL	
	£000s													
	Mth August	Mth September	Mth October	Pre November	Mth December	Mth January	Mth February	Mth March	Mth April	Mth May	Mth June	Mth July		Mth August
Academy lead in costs					16,542	16,542	16,542	16,542	37,375	37,375	44,146	101,478	102,965	372,964
Project Management				18,720	18,720	18,720	18,720	18,720	18,720	18,720	18,720	18,720	18,720	187,200
Professional Advice				5,000			3,500		5,000	3,500	3,500			24,000
Administration - office rental & running - Other costs					3,222	3,222	3,222	3,222	3,222	3,222	3,222	3,222	3,222	29,000
Publicity and Promotion					8,000					4,500				17,000
Other							1,357	1,357	1,357	1,357	1,357	1,357	1,357	15,000
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,720</b>	<b>29,942</b>	<b>47,841</b>	<b>43,341</b>	<b>43,984</b>	<b>65,674</b>	<b>68,674</b>	<b>70,945</b>	<b>124,777</b>	<b>126,264</b>	<b>645,163</b>

Form submitted by:

Signature 1:

Name:

Position:

Date:

Signature 2:

Name:

Position:

Date:

SALFORD ACADEMY

ANNEX 4

**DRAWINGS USED FOR FUNDING AGREEMENT COST PLAN**

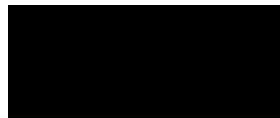
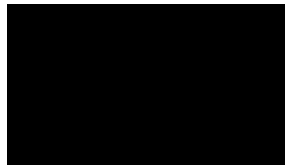
**AEDAS ARCHITECTS**

- AL(0)00 rev C - Site Location Plan
- AL(0)01 rev K - Site Plan
- AL(0)02 rev J - Ground Floor Plan
- AL(0)03 rev J - First Floor Plan
- AL(0)04 rev E - Roof Plan
- AL(0)05 rev G - Elevations Sheet 1
- AL(0)06 rev G - Elevations Sheet 2
- AL(0)10 rev C - Section A-A and B-B
- AL(0)11 rev A - Section C-C and D-D
- AL(0)12 rev B - Section E-E and F-F
- AL(0)13 rev B - Section G-G and H-H
- SCA(0)105 rev A - SE Colour Elevations
- SCA(0)106 rev A - NW Colour Elevations
- SCA(0)107 rev A - Main Entrance
- SCA(0)108 rev A - Pupil Entrance
- SCA(0)107 rev A - Playing Fields.

**Private and Confidential**

**SALFORD CITY ACADEMY**  
**SECOND SUPPLEMENTAL AGREEMENT**

**2006**



**THIS AGREEMENT** made

2006

**BETWEEN**

- (1) **THE SECRETARY OF STATE FOR EDUCATION AND SKILLS**; and
- (2) **UNITED LEARNING TRUST**

**IS SUPPLEMENTAL TO:**

- (A) The Master Funding Agreement ("the Master Agreement") made between the same parties and dated 19 October 2005 (as amended from time to time); and
- (B) A Supplemental Agreement relating to Salford City Academy dated 19 October 2005 ("the Supplemental Agreement").

**WHEREAS:-**

The parties have agreed that:

- (1) There should be a sixth form at Salford City Academy; and
- (2) The buildings in which the predecessor school were housed should be converted to provide accommodation for the sixth form.

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement and in the Supplemental Agreement shall have the same meanings in this Agreement as were ascribed to them in respectively the Master Agreement and the Supplemental Agreement.
- 1.2 In this Agreement the expression "Additional Works" shall mean the works required to refurbish the buildings referred to in Recital (2) above for the purposes of making them suitable for a sixth form at the Academy.

**2 ADMISSIONS**

It is hereby agreed that Annex 1 to this agreement shall be substituted for Annex 1 to the Supplemental Agreement.

**3 CAPITAL EXPENDITURE**

- 3.1 The Cash Limit applicable to the Additional Works shall be £1,651,312.
- 3.2 The Company shall not be required to increase the Company's Contribution.

3.3 The Capital Costs Spreadsheet related to the Additional Works is annexed to this agreement as Annex 2.

3.4 Details of the drawings required for the Additional Works are annexed to this agreement as Annex 3.

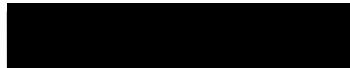
**4 THE MASTER AGREEMENT**

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

**5 ENGLISH LAW**

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

SIGNED by

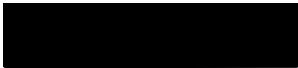


On behalf of UNITED )

LEARNING TRUST )



SIGNED by



On behalf of THE SECRETARY OF STATE )

FOR EDUCATION AND SKILLS )

Duly authorised



ANNEX 1**ARRANGEMENTS FOR THE ADMISSION OF PUPILS TO SALFORD CITY ACADEMY**

1 This document sets out the admission arrangements for Salford City Academy, throughout this document referred to as "the Academy". Any changes to the arrangements set out in this document, with the exception of setting a published admission number higher than the agreed admission number for a specific year, must be approved in advance by the Secretary of State.

2 For the purposes of this document, references in admission law and in the statutory Codes of Practice to admissions authorities shall be deemed to be references to the Company. References to "the LEA" shall be deemed to be references to Salford Local Education Authority and references to "the Admissions Forum" to be to the Salford LEA Admissions Forum.

**ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE**

3 The admission arrangements for the Academy for the year 2005-2006 and, subject to any changes approved by the Secretary of State, for subsequent years are:

(a) The Academy has an agreed admission number of 150 pupils and will accordingly admit at least 150 pupils in the relevant age group each year if sufficient applications are received. Where fewer than 150 applications are received, the Academy will offer places to all those who have applied. Where the number of applications exceeds 150, applications will be considered in accordance with the criteria in paragraph 8.

(b) The Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at paragraph 26 below.

(c) Pupils will not be admitted above the published admission number unless exceptional circumstances shall be reported to the Secretary of State.

**PROCESS OF APPLICATION**

4 Applications for the Academy will be made on the common application form of the LEA in which the applicant resides. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which will fit in with the common timetable agreed by the Admissions Forum:



- (a) **September:** The Academy will publish in its prospectus of information for admission (including over-subscription criteria) for the following September (i.e. in September 2007 for admission in September 2008). This will include details of open days and/or evenings and other opportunities for prospective pupils and their parents to visit the Academy. It will refer to the LEA admissions arrangements, including use of the Common Application Form of the LEA in which the applicant resides and the closing date for applications within the LEA admissions arrangements. The Academy will also provide information to the LEA for inclusion in the composite prospectus, as required.
- (b) **September/  
October:** The Academy will provide opportunities for parents to visit the Academy.
- (c) **Mid-October/  
early November:** The closing date for admissions applications in accordance with the LEA admissions arrangements.
- (d) **Late November/  
early December:** The LEA passes list of applicants for the Academy to the Academy.
- (e) **By 25<sup>th</sup> January:** Applications considered by the Academy and ranked priority list provided to the LEA. The LEA, in liaison with other admission authorities both in the LEA area and in the area close to the Academy but outside the LEA area, will then secure a coordinated approach to admission for parents and pupils.
- (f) **1<sup>st</sup> March:** Offers of places notified in writing to parents by the LEA on behalf of the Academy.

5 This timetable reflects the practice in the LEA and is intended to secure a coordinated approach to admission for parents and pupils. The Academy intends to be part of the coordinated scheme for admissions.

## CONSIDERATION OF APPLICATIONS

6 The Academy will consider all applications for places. Where fewer than 150 applications are received, the Academy will offer places to all those who have applied.

7 Notwithstanding paragraph 6 above, the Academy may refuse admission to particular applicants in cases where fewer than the published admission number have applied. These are applicants who have been excluded from two or more other schools and the ability to refuse admissions runs for a period of two years since the last exclusion. One of the exclusions must have occurred after the 1<sup>st</sup> September 1997. Exclusions which took place before the child concerned reached compulsory school age do not count for this purpose. The Academy may also refuse admission to a child (other than in the normal year of entry) in the specific and limited circumstances described in paragraph 7.7 of the statutory Code of Practice. In all the circumstances described in this paragraph, however, the Secretary of State may direct the Academy to admit such a child and that direction shall be binding on the Academy.

## PROCEDURES WHERE THE ACADEMY IS OVER-SUBSCRIBED

8 Where the number of applications for admission is greater than the published admissions number, applications will be considered for Year 7 against the criteria set out below. After the admission of pupils with Statements of Special Educational Needs where the Academy is named on the Statement, the criteria will be applied in the order in which they are set out below:

- (a) Admission of children in Public Care (Looked after Children) at the date of the application.
- (b) Specific medical needs, social needs and special needs where the application is supported by written specific professional advice as to why admission to the Academy is necessary. The definition as to what constitutes medical, social and special needs within the scope of this provision will be agreed by ULT and will be available in writing to parents in the prospectus as part of the admissions policy.
- (c) Up to 30 children attending a Christian Church supported by the testimony of a minister/priest confirming:
  - i. Attendance at a Church of England Church within Salford City
  - ii. Attendance at other Christian Churches within Salford City
- (d) Attendance at an associated primary school, namely  
Barton Moss Primary School



Beech Street Primary School

Christchurch C of E Primary School

Godfrey Erman C of E Primary School

Lewis Street Primary School

St Andrews C of E Primary School

(e) Siblings of pupils who will be attending the Academy (other than a sibling who first attends the Academy in year 12 or 13) on the date when the applicant would be admitted. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship.

(f) Shortest walking distance to the Academy – children who live the nearest distance from the Academy. The distance which determines how near the child lives to the Academy is the shortest walking distance along public highways and footpaths between the door to the child's permanent address and the nearest entrance to the Academy's main building.

The child's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process. If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled.

9 Notwithstanding the provisions of paragraph 8 above, the Secretary of State may direct the Academy to admit a named child to the Academy on application from the LEA. The Secretary of State shall in such circumstances consult the Academy before making such a direction and have regard to its comments.

## **OPERATION OF WAITING LISTS**

10 Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy 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 for admission to the Academy.

11 A child's position in the waiting list will be determined solely in accordance with the over-subscription criteria set out in paragraph 8 above. Where places become vacant, they will be allocated to children on the waiting list in accordance with the over-subscription criteria.

## ARRANGEMENTS FOR APPEAL PANELS

12 Parents will have the right of appeal to an independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy and will be comprised of a minimum of three members who will include:

- (a) at least one independent person, who has no professional experience of education or personal experience of the Academy, known as a lay member; and
- (b) at least one independent person with experience in education.

13 Parents have the right to attend the Appeal Panel meeting in person and to make oral representations; that is, to clarify or supplement their written appeal. The parent may be accompanied by a friend, adviser or be represented. Parents may also bring an interpreter. The Academy may also be represented at the Appeal Panel meeting.

14 The arrangements for appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills.

15 Where an application has been unsuccessful, the admission decision letter from the Academy to parents notifying them of the outcome will provide the parent with a written statement detailing the reason(s) why it has not been possible to allow the child to attend the Academy and will explain the parent's right of appeal. The Academy will enclose a copy of ULT's arrangements for appeals along with the admission decision letter. The notification will specify the date by which an appeal must be made, such date to be at least 14 days from the date on which the notification is posted. An application for an appeal hearing which arrives after the due date will normally only be considered where the parent can demonstrate that there was a reasonable cause for the appeal not to be made in time.

16 Parents wishing to appeal against an admission decision by the Academy should write to the Clerk to the Appeal Panel at the address given in the admission decision letter from the Academy. Other documentation may be submitted in support of an appeal and should be lodged with the Clerk to the Appeal Panel not less than 7 days before the appeal hearing. The Appeal Panel will have the discretion to refuse to admit late evidence.

17 Any materials presented by the Academy to the Clerk will be sent in advance to the parents and any materials presented by the parents will be sent in advance to the Academy. The basic principle followed is that all information presented to the Clerk as part of the appeals process is available to all parties to the appeal.



18 Parents will be given 14 days notice of the appeal hearing, unless they agree to a shorter period of notice.

19 The Clerk to the Appeal Panel will, if possible, inform parents of the Appeal Panel's decision within 2 working days of the end of the hearing. The parent will also be informed of the outcome in writing within 14 days of the date of the hearing. In the case of unsuccessful appeals, the Appeal Panel will give the parents a written statement setting out its reason for not upholding the appeal.

#### **ARRANGEMENTS FOR ADMITTING PUPILS TO OTHER YEAR GROUPS, INCLUDING ARRANGEMENTS TO REPLACE ANY PUPILS WHO HAVE LEFT THE ACADEMY**

20 If an application is made for a child to be admitted to the Academy in Years 8 to 11 and the required year group is below the level of the published admission number applicable to the age group, the child will (subject as provided in paragraph 22 below) be accepted.

21. The sixth form will open for students in Year 12 from September 2007 and for students in Year 13 from September 2008. The Academy will publish specific criteria in relation to minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment.

22 The Academy may refuse to admit a child where there are places available in the circumstances referred to in paragraph 7 above.

23 Where a year group in the Academy is at the level of the published admission number applicable to the age group, the Academy will operate a waiting list for those children who have applied for a place and been refused.

24 There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

#### **ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS**

25 The Academy shall consult each year on its proposed admission arrangements. The Academy will take part in the Admissions Forum.

26 The Academy will consult by 1<sup>st</sup> March:

- (a) the LEA;
- (b) Manchester Diocese Board of Education; and
- (c) any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LEA.

## **DETERMINATION AND PUBLICATION OF ADMISSION ARRANGEMENTS**

27 Following consultation, the Academy will consider comments made by those consulted. The Academy will then determine its admission arrangements by 15<sup>th</sup> April of the relevant year and notify those consulted as to what has been determined.

## **PUBLICATION OF ADMISSION ARRANGEMENTS**

28 The Academy will publish its admission arrangements in July of each year once these have been determined by copies being:

- (a) sent to primary, special and secondary schools in the LEA;
- (b) sent to the offices of the LEA;
- (c) sent to Manchester Diocese Board of Education
- (d) made available without charge on request from the Academy; and
- (e) sent to public libraries in the area of the LEA for the purposes of being made available at such libraries for reference by parents and other persons.

29 The published arrangements will set out:

- (a) the name and address of the school and contact details;
- (b) a summary of the admissions policy, including over-subscription criteria;
- (c) numbers of places and applications for those places in the previous year; and
- (d) arrangements for hearing appeals.

## **REPRESENTATIONS ABOUT ADMISSION ARRANGEMENTS**

30 Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in doing so will consult the Academy. Where she/he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.

31 Those consulted have the right to ask the Academy to increase its proposed published admissions number for any year. Where such a request is made, but agreement cannot be



reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed published admissions number. The Secretary of State will consult with the Academy and will then determine the published admissions number.

32 In addition to the provisions at paragraphs 30 and 31 above, the Secretary of State may direct changes to the proposed published admissions number.

**PROPOSED CHANGES TO ADMISSION ARRANGEMENTS BY THE ACADEMY  
AFTER ARRANGEMENTS HAVE BEEN PUBLISHED**

33 Once the admission arrangements have been determined and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must consult those consulted under paragraph 26 above and must then apply to the Secretary of State setting out:

- (a) the proposed changes;
- (b) the reasons for wishing to make the changes; and
- (c) any comments or objections from those entitled to object.

34 The Secretary of State will consider applications from the Academy to change its admissions arrangements only when the Academy has consulted on the proposed changes those consulted under paragraph 26 above.

35 Where the Academy has consulted on proposed changes and there have been no objections from other admissions authorities consulted under paragraph 26, the Academy must still secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to her/him any comments or objections from other admission authorities/other persons.

36 The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.

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

## ANNEX 2

ACADEMY ESTIMATED COST (ALTERATIONS) FOR		200 PUPILS	AGES	
		TPI FOR BENCHMARK DATE		
		TPI FOR ANTICIPATED TENDER DATE		
NAME Salford Academy - 6th Form				
NOR 16-18			BASIC FEE LEVEL	
NOR 11-16			BCIS LOCATION FACTOR	
			NEW BUILD £/M2	
GIFA	1,825 M2		F&E PER PUPIL	
Add for SEN			ICT: 11-16 (PER PUPIL)	
TOTAL AREA	1,825 M2		ICT: 16-18	
AVERAGE AREA PER PUPIL	9.13 M2			

	ELEMENT	M2	COST	FEES	VAT
1	ALTERATIONS 6 FORM (INC CONT.)	1,825	£489	892,192	156,134
4	EXTERNAL WORKS		INC		
5	ICT INFRASTRUCTURE 16- 18			36,000	6,300
6	BUILDING COST INCLUDING EXT WORKS (1-6)			928,192	162,434
7	6 ADJUSTED FOR LOCATION FACTOR		INC		
8	7 ADJUSTED - TENDER PRICE INDEX		INC		
9	PROF FEES ON 8	13.0 %		120,665	21,116
10	TOTAL OF 6, 8 AND 9			928,192	120,665
11	FIXED EDUCATIONAL F&E				
12	ADJUSTED - TPI		60,000	0	10,500
13	PROF FEES ON 12	13.0 %		7,900	1,365
14	LOOSE EDUCATIONAL F&E				
15	ADJUSTED - TPI		40,000		7,000
16	PROCUREMENT FEE ON 15			2,500	438
17	ICT EQUIPMENT		200,000		35,000
18	DESIGN/PROCUREMENT FEE			12,500	2,188
19	SUB TOTALS OF 10 - 18			1,228,192	143,465
20	TOTAL OF 19			1,611,697	Inc Fees & VAT
21	OVERALL COST PER M2		£883	Inc VAT	
22	OVERALL COST PER PUPIL		£8,058		

Building (includes ICT infrastructure)		1,232,407	includes fees & VAT
Educational F&E	129,003		includes fees & VAT
ICT equipment	249,888	378,290	includes fees & VAT
TOTAL		1,611,697	includes fees & VAT

23	COSTS ADDITIONAL TO ALLOWANCES			39,615	
24	TOTAL			1,651,312	

The above figures exclude:

- 1) Temporary accommodation
- 2) Demolition of main school
- 3) Inflation to any extended project completion date
- 4) Additional costs as outlined in capital letter
- 5) Start-up consumables and small equipment



**DRAWINGS USED FOR THE FUNDING AGREEMENT COST PLAN**

RECEIVED DATE	DESCRIPTION	DRAWNG NUMBER
12 April 2006	Existing ground Floor	None Given
12 April 2006	Existing first floor	None Given
12 April 2006	Existing second floor	None Given
12 April 2006	Schedule of accommodation Amended	None Given
13 <sup>th</sup> April 2006 and amended 18 <sup>th</sup> May 2006	Proposed Ground Floor Option 1	None Given
13 <sup>th</sup> April 2006	Proposed First Floor Option 1	None Given
20 April 2006	Site plan	None Given
20 April 2006	Schedule of Scope of works	None Given

**Schedule 2**  
**Amended SFA**



Department  
for Education

# **Mainstream academy and free school: supplemental funding agreement**

**December 2020 v7**

**Salford City Academy**



# Contents

Information about the Academy:	4
<b>1. ESTABLISHING THE ACADEMY</b>	<b>8</b>
Definitions and interpretation	8
The Academy	9
<b>2. RUNNING OF THE ACADEMY</b>	<b>9</b>
Teachers and staff	9
Pupils	10
SEN Unit or Resourced Provision	10
Charging	10
Admissions	10
<b>3. GRANT FUNDING</b>	<b>15</b>
Calculation of GAG	15
Other relevant funding	16
<b>4. LAND</b>	<b>16</b>
<i>Version 2: to be used if, before conversion, the local authority (or another third party) holds the freehold and is to grant, on conversion, a lease to the academy trust</i>	16
<b>5. TERMINATION</b>	<b>22</b>
Termination by either party	22
Termination Warning Notice	22
Termination by the Secretary of State after inspection	23
Termination by the Secretary of State	24
Funding and admission during notice period	25
Notice of intention to terminate by Academy Trust	25

Effect of termination	28
<b>6. OTHER CONTRACTUAL ARRANGEMENTS</b>	<b>29</b>
Annexes	29
The Master Agreement	29
General	29
<b>Information Sharing with Local Authorities – Statutory Responsibilities</b>	<b>30</b>
<b>ANNEXES</b>	<b>31</b>
<b>ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS</b>	<b>31</b>

## **SUMMARY SHEET**

### **Information about the Academy:**

<b>Name of Academy Trust</b>	United Learning Trust
<b>Company number</b>	04439859
<b>Date of Master Funding Agreement</b>	[28 August 2018 as amended by way of a deed of variation dated 31 January 2019]
<b>Name of Academy</b>	Salford City Academy
<b>Opening date</b>	1 September 2005
<b>Type of academy (indicate whether academy or free school)</b>	Academy
<b>Religious designation</b>	Christian
<b>Wholly or partly selective</b>	Non-selective
<b>Name of predecessor school (where applicable)</b>	Canon Williamson CofE High School (voluntary aided school)
<b>Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)</b>	900
<b>Age range (including nursery provision where the nursery is part of the school)</b>	11 – 16
<b>Number of sixth form places</b>	N/A
<b>Number of boarding places</b>	N/A
<b>SEN unit / Resource provision</b>	N/A
<b>Land arrangements (Version 1-8 or other)</b>	Version 2
<b>Academy and title number of Land (and Temporary Site)</b>	Salford City Academy, Northfleet Road, Peel Green, Eccles, Manchester, M30 7PQ



<b>Name of Academy Trust</b>	United Learning Trust
	Title Number: MAN28320

**Please confirm which clause variations have been applied or marked as ‘Not used’**

<b>Clause No.</b>	<b>Descriptor</b>	<b>Applied</b>	<b>Not used</b>
1.I	Only applies to free schools and new provision academies	X	
2.A.1	Clause applies where an academy was previously a VC or foundation school designated with a religious character		X
2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision		X
2.E	Only applies where there was a predecessor independent school		X
2.E.1	Only applies to free Schools and Academies with nursery provision		X
2.G	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies		X
2.M	Clause applies only to academies and free schools designated with a religious character	X	
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		X
2.O	Clause applies only to academies that were formerly partially selective grammar schools		X
2. P.1	Clause only applies to free schools or academy converter schools where there was a predecessor maintained school	X	
2.T	Clause applies to free schools and new provision academies designated with a religious character	X	

Clause No.	Descriptor	Applied	Not used
2.W	Clause only applies where the Academy is designated with a religious character but was not previously a VC school or foundation school designated with a religious character (in which case use clause 2.Y instead). Also use 2.W where an academy was previously a VC school but has gone through a significant change process to adopt VA characteristics in parallel with converting to an academy	X	
2.X	Clause only applies where the Academy has not been designated with a religious character		X
2.Y	Clause only applies where an academy was previously a VC school or foundation school designated with a religious character and should be used instead of clause 2.W. Where an academy was previously a VC school but has gone through a significant change process to adopt VA characteristics in parallel with converting to an academy, use clause 2.W instead.		X
2.Yc)	Sub-clause applies if the Academy is designated with a denominational religious character – CE etc. rather than ‘Christian’		X
3.A – 3.F	Option 1 applies to converter and sponsored academies: if used delete option 2	X	
3.A – 3.F	Option 2 applies to free schools and new provision academies: if used delete option 1		X
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)		X
3.I.1	Only applies to Free schools and Academies with nursery provision		X
3.J	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans	X	
3.K	Clause does not apply to free schools (unless there was a predecessor		X

Clause No.	Descriptor	Applied	Not used
	independent school), or new provision academies		
5.G.1	Clause applies only to a boarding academy/free school.		X
5.I	Clause only applies to sponsored academies	X	
5.K	Clause applies to free schools and may be applied to new provision academies		X
5.L	Clause applies to free schools and may be applied to new provision academies	X	
5.M	Clause applies to free schools and may be applied to new provision academies	X	
5.N	Clause applies to free schools and may be applied to new provision academies		x
5.O	Clause applies to free schools and may be applied to new provision academies		X
6.H	Clause only applies to schools which are designated with a Church of England or Roman Catholic character		X

**Please identify any other variations from the model that apply to this Academy (e.g. clauses relating to PFI, or any required because the multi academy trust includes academies designated with different religious characters, or a mixture of those designated with a religious character, and those which are not):**

**Additional clauses will be supplied by your project lead if needed.**

Descriptor	Amendment
Execution Clause	The execution clause has been removed to reflect that the Funding Agreement has already been executed and will be amended and restated by a deed of variation.



## 1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and United Learning Trust is supplemental to the master funding agreement made between the same parties and dated 28 August 2018 as amended by way of a deed of variation dated 31 January 2019 (the “**Master Agreement**”).

### Definitions and interpretation

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

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

“The **Academy**” means the Salford City Academy.

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

“**Guidance**” means guidance issued by or on behalf of the Secretary of State, as amended from time to time.

“**SEN**” means special educational needs and has the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.

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

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

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

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

## **The Academy**

1.F The Academy is a Sponsored Academy as defined in clause 1.4 of the Master Agreement.

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

1.H The Academy Trust opened the Academy on 1 September 2005.

1.I The Academy Trust must ensure that so far as is reasonably practicable and consistent with clause 2.T and clause 2.W 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.A.2 and Annex A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

2.A.1 Not used.

2.A.2 The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at

the Academy who are being looked after by a LA, or are no longer looked after by a LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' outside England and Wales, and in doing so must comply with the law, regulations and Guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any Guidance.

## **Pupils**

2.B The planned capacity of the Academy is 900 and the age range is 11 - 16, [which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C]. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive /mixed sex school.

## **SEN Unit or Resourced Provision**

2.C Not used.

2.D Not used.

## **Charging**

2.E Not used.

2.E.1 Not used.

## **Admissions**

2.F Subject to clauses 2.L and 2.M the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in



accordance with, the School Admissions Code and School Admission Appeals Code published by the Department for Education (the “Codes”) and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to “admission authorities” will be deemed to be references to the Academy Trust.

2.G Not used.

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

2.I Not used.

2.J Not used.

2.K Not used.

2.L The Secretary of State may:

- a) direct the Academy Trust to admit a named pupil to the Academy:
  - i. following an application from a 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 The Academy is an Academy designated with a Christian religious character.

The relevant religious authority is the Diocese of Manchester.

2.N Not used.

2.O Not used.

2.P The Academy Trust must make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure that parents and 'relevant children' (as described in the Codes) are informed of their right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the Independent Appeal Panel is binding on all parties.

2.P.1 The Academy Trust will treat any decision of an Independent Appeal Panel constituted further to arrangements made by the admission authority of a Predecessor School under section 94 of the School Standards and Framework Act 1998 as binding on the Academy Trust, as though the Academy Trust had made the decision subject to the appeal.

2.Q Subject to clause 2.R, the meaning of "**relevant area**" for the purposes of consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

2.R If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August before the academic year in question for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in whose area the Academy is situated in reaching a decision.

- 2.S The Office of the Schools Adjudicator (“**OSA**”) will consider objections to the Academy’s admission arrangements (except objections against any agreed derogations from the provisions of the Codes specified in this Agreement, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy’s admission arrangements, that objections should be submitted to the OSA. The OSA’s determination of an objection is binding on the Academy and the Academy Trust must make appropriate changes to its admission arrangements to give effect to the Adjudicator’s decision within two months of the decision (or by 28 February following the decision, whichever is sooner), unless an alternative timescale is specified by the Adjudicator.
- 2.T The Academy Trust must ensure that the Academy adopts 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 “religious education” and “religious worship” in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.W.
- 2.W Subject to clause 2.V, **where the Academy is designated with a religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):
- a) provision must be made for religious education to be given to all pupils at the Academy in accordance with the tenets of the Academy’s specified religion or religious denomination. This is subject to paragraph 4 of Schedule 19 to the School Standards and Framework

Act 1998, which applies as if the Academy were a voluntary aided school with a religious character;

- b) the Academy Trust must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school with a religious character or a voluntary school, and as if references to “the required collective worship” were references to collective worship in accordance with the tenets and practices of the Academy’s specified religion or religious denomination;
- c) the Academy Trust must ensure that the quality of religious education given to pupils at the Academy and the contents of the Academy’s collective worship given in accordance with the tenets and practices of its specific religion or religious denomination are inspected. The inspection must be conducted by a person chosen by the Academy Trust, and the Academy Trust must ensure that the inspection complies with the statutory provisions and regulations which would apply if the Academy were a foundation or voluntary school designated as having a religious character.

2.X Not used.

2.Y Not used.

2.Z The Academy Trust must comply with paragraph 2A of the Schedule to The Education (Independent School Standards) Regulations 2014 in relation to the provision of Relationships Education, Relationships and Sex Education and Health Education.

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



### **3. GRANT FUNDING**

#### **Calculation of GAG**

3A-3D. Not used.

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

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

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

3.G The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.B. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

3.H Not used.

3.I The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and

therefore payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

3.I.1. Not used.

### **Other relevant funding**

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

3.K Not used.

### **Carrying forward of funds**

3.L Any additional grant made in accordance with clause 3.I, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice under this Agreement, or otherwise terminates the Master Agreement, may be carried forward without limitation or deduction until the circumstances set out in clause 3.I cease to apply or the Academy closes.

## **4. LAND**

***Version 2: to be used if, before conversion, the local authority (or another third party) holds the freehold and is to grant, on conversion, a lease to the academy trust***

“**Land**” means the land at Northfleet Road, Peel Green, Eccles, Manchester, being the land registered with title number MAN28320 and demised by the Leases.

“**Leases**” means the leases, any subsequent variations to the leases or other occupational agreement between the Academy Trust and a third party (the “**Landlord**”) under which the Academy Trust derives title to the Land.

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

### **Restrictions on Land transfer**

4.A The Academy Trust must:

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

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

- b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and
- e) not, without the Secretary of State’s consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company,

a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

### **Obligations of the Academy Trust**

- 4.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.
- 4.C The Academy Trust must comply with the Lease and promptly enforce its rights against the Landlord.
- 4.D The Academy Trust must not, without the Secretary of State's consent:
- a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;
  - b) grant any consent or licence; or
  - c) create or allow any encumbrance; or
  - d) part with or share possession or occupation; or
  - e) enter into any onerous or restrictive obligations,

in respect of all or part of the Land provided that the Academy Trust may grant a licence or share occupation of part of the Land with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are within the uses permitted by the Lease and where no relationship of landlord and tenant arises as a result of such occupation.

### **Option**

- 4.E The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the Land at nil consideration. The Secretary of State may exercise the Option in writing:



- a) if this Agreement is terminated for any reason;
- b) at any time on or after the issue of a Termination Notice; or
- c) if, under clause 4.K, the Academy Trust and the Secretary of State agree that part of the Land should be demised or subleased to another academy trust;
- d) if, under clause 4.M, the Academy Trust cannot use all or part of the Land as the permanent site of the Academy.

4.E.1 If the Option is exercised, completion will take place

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

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

**Option notice**

4.F The Academy Trust:

- a) must, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the "**Option Notice**") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;
- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;
- c) must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and
- d) must, in the case of previously unregistered land, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and

send the Secretary of State a copy of the relevant entry within 7 days after the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

### **Property notices**

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

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

### **Breach of Lease**

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

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

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

## Sharing the Land

4.J Where:

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

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

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

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

- a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
- b) a **parental need** will arise when the Department for Education is actually aware of an additional demand for pupil places in the area

where the Academy is situated, following representations from parents in that area; and

c) **planned capacity** has the meaning given in clause 2.B.

4.I 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 for nil consideration to himself or his nominee.

4.J On or following the issue of a Termination Notice, the Secretary of State may give notice that he intends to exercise his rights under clause 4.E. Any such notice is without prejudice to his right to exercise any other rights available to him.

## **5. TERMINATION**

### **Termination by either party**

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

### **Termination Warning Notice**

5.B The Secretary of State may serve a Termination Warning Notice where he considers that:

- a) the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or
- b) the standards of performance of pupils at the Academy are unacceptably low; or
- c) there has been a serious breakdown in the way the Academy is managed or governed; or



- d) the safety of pupils or staff is threatened, including due to breakdown of discipline; or
- e) the Academy is Coasting provided he has notified the Academy Trust that it is Coasting.

5.C A Termination Warning Notice served under clause 5.B will specify:

- a) the action the Academy Trust must take;
- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.

5.D The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.

5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under clause 5.D) he may serve a Termination Notice.

### **Termination by the Secretary of State after inspection**

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

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

the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

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

5.G.1 Not used.

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

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

he may serve a Termination Notice.

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

- a) the Chief Inspector has held a monitoring inspection under section 8 of the Education Act 2005 later than two years after the Academy opened; and
- b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation referred to in his notice.

Nothing in this clause prevents or prejudices the Secretary of State exercising any other rights arising from or under this Agreement (including, for the avoidance of doubt, any rights under clauses 5.B to 5.E).

### **Termination by the Secretary of State**

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

- 5.K Not used.
- 5.L If at any time after the Academy has opened, the Secretary of State considers that the Academy is not financially viable because of low pupil numbers, then he may:
- a) serve a Termination Warning Notice; or
  - b) serve a Termination Notice.
- 5.M If both parties agree that the Academy is not financially viable because of low pupil numbers, they may jointly terminate this Agreement after agreeing the precise terms of termination.
- 5.N Not used.
- 5.O Not used.

#### **Funding and admission during notice period**

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

#### **Notice of intention to terminate by Academy Trust**

- 5.R The Secretary of State will, before the start of each Academy Financial Year, provide the Academy Trust with a final funding allocation indicating the level of GAG and EAG to be provided in the next Academy Financial Year (the “**Funding Allocation**”).
- 5.S If the Academy Trust is of the opinion that, after receipt of the Funding Allocation for the next Academy Financial Year (the “**Critical Year**”) and after

taking into account all other resources likely to be available to the Academy, including other funds that are likely to be available to the Academy from other academies operated by the Academy Trust (“**All Other Resources**”), it is likely that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent (and for this reason only) then the Academy Trust may give written notice of its intention to terminate this Agreement on 31 August before the Critical Year.

5.T Any notice given by the Academy Trust under clause 5.S must be provided to the Secretary of State within six weeks of the Secretary of State issuing the Funding Allocation. The notice given by the Academy Trust under clause 5.S must specify:

- a) the grounds upon which the Academy Trust’s opinion is based, including:
  - i. evidence of those grounds;
  - ii. any professional accounting advice the Academy Trust has received;
  - iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are reduced such that costs are less than the Funding Allocation and All Other Resources, and the period of time within which such steps will be taken; and
- b) the shortfall in the Critical Year between the Funding Allocation and All Other Resources expected to be available to the Academy Trust to run the Academy and the projected expenditure on the Academy; and
- c) a detailed budget of income and expenditure for the Academy during the Critical Year (the “**Projected Budget**”).



- 5.U Both parties will use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and use their best endeavours to agree a practical solution to the problem.
- 5.V If no agreement is reached by 30 April (or another date if agreed between the parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, then that question will be referred to an independent expert (the “**Expert**”) for resolution. The Expert’s determination will be final and binding on both parties. The Expert will be requested to specify in his determination the amount of the shortfall in funding (the “**Shortfall**”).
- 5.W The Expert will be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert will be appointed by the President of the Institute of Chartered Accountants in England and Wales. The Expert’s fees will be borne equally between the parties.
- 5.X The Expert will be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist will be appointed by the Chairman of the Specialist Schools and Academies Trust (or any successor or equivalent body). The educational specialist’s fees will be borne equally between the parties.
- 5.Y If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, and the Secretary of State will not have agreed to provide sufficient additional funding to cover the Shortfall, then the Academy Trust will be entitled to terminate this Agreement, by notice expiring on 31 August before the Critical Year. Any such notice will be given within 21 days after (a) the Expert’s determination

will have been given to the parties or (b), if later, the Secretary of State will have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

### **Effect of termination**

- 5.Z If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.
- 5.AA Subject to clauses 5.BB and 5.CC, if the Secretary of State terminates this Agreement under clause 5.A, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 5.A, he may at his discretion indemnify or compensate the Academy Trust.
- 5.BB The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid as and when the Secretary of State considers appropriate.
- 5.CC The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 5.AA, may include:
- a) staff compensation and redundancy payments;
  - b) compensation payments in respect of broken contracts;
  - c) expenses of disposing of assets or adapting them for other purposes;
  - d) legal and other professional fees; and
  - e) dissolution expenses.
- 5.DD If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:
- a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a

nominee of the Secretary of State to use for educational purposes; or

- b) if the Secretary of State directs that a transfer under clause 5.DD(a) is not required, pay to the Secretary of State at the termination date (or, by agreement with the Secretary of State, at the date of their subsequent disposal) a sum equivalent to the proportion of the original financial contribution made by HM Government.

5.EE The Secretary of State may:

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

## **6. OTHER CONTRACTUAL ARRANGEMENTS**

### **Annexes**

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

### **The Master Agreement**

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

### **General**

6.C The Academy Trust cannot assign this Agreement.

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

- 6.E Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 6.F This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which will together constitute the same agreement.
- 6.G This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.
- 6.H Not used.

#### **Information Sharing with Local Authorities – Statutory Responsibilities**

- 6.I The Academy Trust must provide:
- a) the name, address and date of birth of the pupil or student;
  - b) the name and address of a parent of the pupil or student;
  - c) information in the institution's possession about the pupil or student (except if the pupil or student concerned (in the case of a pupil or student who has attained the age of 16) or a parent of the pupil or student concerned (in the case of a pupil or student who has not attained the age of 16) has instructed the Academy Trust not to provide information of that kind);
- upon request under section 14 of the Education and Skills Act 2008 from a local authority (for the purpose of enabling or assisting it to exercise its functions under Part 1 of that Act); or
- upon request under section 72 of that Act from a body providing services under sections 68 or 70(1)(b) of the Act (for the purposes of providing such services).

## **ANNEXES**

### **Annex A**

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

“**EHC Plan**” means an education, health and care plan made under section 37 of the Children and Families Act 2014.

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





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