



Department
for Education

Mainstream academy and free school: supplemental funding agreement

March 2018

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SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	South downs Education Trust
Company number	08276210
Date of Master Funding Agreement	3 December 2012 as amended by Deeds of variation dated 12 April 2016 and
Name of academy	Worthing high School
Opening date	1 December 2012
Type of academy (indicate whether academy or free school)	Mainstream Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Worthing High School
Capacity number	1122
Age range	11-16
Number of sixth form places	N/A
Number of boarding places	N/A
SEN unit / Resource provision	SEN Unit - SpLD - Specific Learning Difficulty
Land arrangements (Version 1-8 or other)	Version 1
Address and title number of Land	Worthing High School, South Farm Road, Worthing, BN14 7AR Title no: WSX322617

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

Clause No.	Descriptor	Applied	Not used
1.I	Only applies to free schools and new provision academies		X
2.A.1	Clause applies where an academy was previously a VC or foundation school designated with a religious character		X
2.C, 2.D	Only applies where the academy has an SEN unit	X	
2.E	Only applies where there was a predecessor independent school		X
2.G	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	X	
2.M	Clause applies only to academies and free schools designated with a religious character		X
2.N	Clause applies only to academies that were formerly wholly selective grammar schools		X
2.O	Clause applies only to academies that were formerly partially selective grammar schools		X
2.T	Clause applies to free schools and new provision academies designated with a religious character		X
2.W	Clause only applies where the academy is designated with a religious character		X
2.X	Clause only applies where the academy has not been designated with a religious character	X	
2.Y	Clause applies where an academy was previously a VC school or foundation school designated with a religious character		X
2.Yc)	Sub-clause applies if the academy is designated with a denominational religious character – CE etc. rather than ‘Christian’		X

Clause No.	Descriptor	Applied	Not used
3.A – 3.F	Option 1 applies to converter and sponsored academies: if used delete option 2	X	
3.A – 3.F	Option 2 applies to free schools and new provision academies: if used delete option 1		X
3.H	Clause relating to Start-up only applies in some cases (does not apply to academy converters)		X
3.J	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		X
3.K	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	X	
5.G.1	Clause applies only to a boarding academy/free school.		X
5.I	Clause only applies to sponsored academies		X
5.K	Clause applies to free schools and may be applied to new provision academies		X
5.L	Clause applies to free schools and may be applied to new provision academies		X
5.M	Clause applies to free schools and may be applied to new provision academies		X
5.N	Clause applies to free schools and may be applied to new provision academies		X
5.O	Clause applies to free schools and may be applied to new provision academies		X
6.H	Clause only applies to schools which are designated with a Church of England or Roman Catholic character		X

Please identify any other variations from the model that apply to this academy (e.g. clauses relating to PFI, or any required because the multi academy trust includes academies designated with different religious characters, or a

mixture of those designated with a religious character, and those which are not):

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

Descriptor	Clause No.	Applied	Not used

1. ESTABLISHING THE ACADEMY

- 1.A This Agreement made between the Secretary of State for Education and South Downs Education Trust is supplemental to the master funding agreement made between the same parties and dated 3 December 2012 as amended by Deeds of variation dated 12 April 2016 and (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 Worthing High School.

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

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

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

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

- 1.D The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.
- 1.E Reference in this Agreement to clauses and annexes will, unless otherwise stated, be to clauses and annexes to this Agreement.

The Academy

- 1.F The Academy is a Mainstream Academy as defined in clause 1.4 of the Master Agreement.
- 1.G The Academy Trust will establish and maintain the Academy in accordance with the Master Agreement and this Agreement.
- 1.H The Academy Trust will open the Academy on 1 December 2012.
- 1.I Not used.

2. RUNNING OF THE ACADEMY

Teachers and staff

- 2.A Subject to clause 2.A.2 and 7.A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.
 - 2.A.1 Not used.
 - 2.A.2 The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, or are no longer looked after by an LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from 'state care' outside England and Wales, and in doing so must comply with the law, regulations and guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any guidance issued by the Secretary of State.

Pupils

2.B The planned capacity of the Academy is 1122 in the age range 11-16,. The Academy will be an all ability inclusive school.

SEN unit

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to [insert] planned places for pupils with SpLD - Specific Learning Difficulty in the age range 11-16.

2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area.

Charging

2.E Not used.

Admissions

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

2.G Pupils on roll in a Predecessor School which was a maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted to the Academy.

- 2.H The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated. If the Academy is a free school, the Academy Trust is not required to participate in coordination for its first intake of pupils.
- 2.I Not used
- 2.J Not used
- 2.K Not used
- 2.L The Secretary of State may:
- a) direct the Academy Trust to admit a named pupil to the Academy:
 - i. following an application from an LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or
 - ii. where in relation to a specific child or children the Academy Trust has failed to act in accordance with the Codes or this Agreement or has otherwise acted unlawfully; or
 - b) direct the Academy Trust to amend its admission arrangements where they do not comply with the Codes or this Agreement, or are otherwise unlawful.
- 2.M Not used.
- 2.N Not used.
- 2.O Not used.
- 2.P The Academy Trust must make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure that parents and 'relevant children' (as described in the Codes) are informed

of their right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the appeal panel is binding on all parties.

- 2.Q Subject to clause 2.R, the meaning of “**relevant area**” for the purposes of consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.
- 2.R If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August before the academic year in question for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in whose area the Academy is situated in reaching a decision.
- 2.S The Office of the Schools Adjudicator (“OSA”) will consider objections to the Academy’s admission arrangements (except objections against any agreed derogations from the provisions of the Codes specified in this funding agreement, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy’s admission arrangements, that objections should be submitted to the OSA. The OSA’s determination of an objection is binding on the Academy and the Academy Trust must make appropriate changes to its admission arrangements to give effect to the Adjudicator’s decision within two months of the decision (or by 28 February following the decision, whichever is sooner), unless an alternative timescale is specified by the Adjudicator.
- 2.T Not used.

Curriculum

- 2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.
- 2.V The Academy Trust must comply with section 71(1)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to "religious education" and "religious worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.X
- 2.W Not used.
- 2.X Subject to clause 2.V, **where the academy has not been designated with a religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):
- a) provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998;
 - b) the Academy must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that paragraph 4 of that Schedule does not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule.
- 2.Y Not used.
- 2.Z The Academy Trust must have regard to any Guidance, further to section 403 of the Education Act 1996, on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials

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

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

3. **GRANT FUNDING**

Calculation of GAG

3A-3D. Not used.

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

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

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

3.G The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.B. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's

GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

- 3.H Not used.
- 3.I The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, or the Master Agreement is otherwise terminated, the intake of new pupils during the notice period may decline and therefore payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Other relevant funding

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

Carrying forward of funds

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

4. LAND

“Land” means the freehold land at Worthing High School, South Farm Road, Worthing, BN14 7AR , being the land registered with title number WSX322617, which is to be the permanent site of the Academy.

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

Restrictions on Land transfer

4.A The Academy Trust must:

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

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;

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

Obligations of the Academy Trust

- 4.B The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.
- 4.C The Academy Trust must not, without the Secretary of State's consent:
- a) grant any consent or licence; or
 - b) create or allow any encumbrance; or
 - c) part with or share possession or occupation; or
 - d) enter into any onerous or restrictive obligations,
- in respect of all or part of the Land.

Option

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

Option Notice

- 4.E 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.F If the Academy Trust receives a Property Notice, it must:

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

Sharing the Land

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

5. TERMINATION

Termination by either party

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

Termination Warning Notice

- 5.B The Secretary of State may serve a Termination Warning Notice where he considers that:
- a) the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or
 - b) the standards of performance of pupils at the Academy are unacceptably low; or
 - c) there has been a serious breakdown in the way the Academy is managed or governed; or
 - d) the safety of pupils or staff is threatened, including due to breakdown of discipline; or
 - e) the Academy is coasting provided he has notified the Academy Trust that it is coasting.
- 5.C A Termination Warning Notice served under clause 5.B will specify:
- a) the action the Academy Trust must take;
 - b) the date by which the action must be completed; and
 - c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.
- 5.D The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.
- 5.E If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 5.C(c), or has not completed the action required in the Termination Warning Notice as specified under clauses 5.C(a) and (b) (and any further action specified under

clause 5.D) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

- 5.F If the Chief Inspector gives notice to the Academy Trust that:
- a) special measures are required to be taken in relation to the Academy;
 - or
 - b) the Academy requires significant improvement
- the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

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

5.G.1 Not used.

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

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

he may serve a Termination Notice.

5.I Not used.

Termination by the Secretary of State

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

5.K Not used.





Department
for Education

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March 2018

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Company number	08276210
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Number of boarding places	N/A
SEN Unit / Resource provision	SEN Unit - SPLD - Specific Learning Difficulty
Land arrangements	Version 1 (Version 1-8 or other)
Address and title number of Land	Worthing High School, South Farm Road, Worthing, BN14 7AR Title no: WSX322617

Information about the Academy:

SUMMARY SHEET

Clause No.	Descriptor	Applied	Not used
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2.YC)	Sub-clause applies if the academy is designated with a religious character – CE etc. rather than 'Christian'	X	Used

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Please identify any other variations from the model that apply to this academy
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5.G.1	Clause only relates to a boarding academy/free school.	X	
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Descriptor	No.	Clause Applied	Not used

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

not):

mixture of those designated with a religious character, and those which are

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1. C The following capitalised words and expressions will have the following meanings:
- "**Academy**" means the Worthing High School.
- "**Castig**" has the meaning given by regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.
- "**SEN**" means Special Educational Needs and the expressions "special educational needs" and "special educational provision" have the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014.
- "**Termination Notice**" means a notice sent by the Secretary of State to the Academy Trust, terminating this Agreement on the date specified in the notice.
- "**Termination Warning Notice**" means a notice sent by the Secretary of State to the Academy Trust, stating his intention to terminate this Agreement.
1. D The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.
1. E Reference in this Agreement to clauses and annexes will, unless otherwise stated, be to clauses and annexes to this Agreement.
- Definitions and interpretation

1. ESTABLISHING THE ACADEMY

Pupils

- has regard to any guidance issued by the Secretary of State.
- Trust must ensure the designated person undertakes appropriate training and regulations and guidance that apply to maintained schools. The Academy outside England and Wales, and in doing so must comply with the law, arrangements order, or because they have been adopted from state care after by an LA because of an adoption, special guardianship or child the Academy who are being looked after by an LA, or are no longer looked responsible for promoting the educational achievement of registered pupils at 2.A.2 The Academy Trust must designate a staff member at the Academy as

2.A.1 Not used.

attainment.

- pupils, and assess and report on pupils' development, progress and otherwise eligible to plan and prepare lessons and courses for pupils, teach any relevant Guidance, employ anyone it believes is suitably qualified or is Children and Families Act 2014, the Academy Trust may, in accordance with subject to clause 2.A.2 and 7.A of this Agreement and section 67 of the

Teachers and staff**2. RUNNING OF THE ACADEMY**

1.1 Not used.

1.H The Academy Trust will open the Academy on 1 December 2012.

with the Master Agreement and this Agreement.

1.G The Academy Trust will establish and maintain the Academy in accordance

Master Agreement.

1.F The Academy is a Mainstream Academy as defined in clause 1.4 of the

The Academy

- to the Academy.
- children already offered a place at that Predecessor School must be admitted independent school will transfer automatically to the Academy on opening. All independent school which was a maintained or
- 2.G Pupils on roll in a Predecessor School will be referred to the Academy Trust.
- will be deemed to be references to the Academy Trust.
- equalities law. Reference in the Codes or legislation to "admission authorities" law as they apply to foundation and voluntary aided schools, and with Appeals Code published by the DfE (the "Codes") and all relevant admissions accordance with, the School Admissions Code and School Admission and will ensure that its Independent Appeal Panel is trained to act in accordance with clauses 2.K–2.L the Academy Trust will act in accordance with,
- 2.F Subject to clauses 2.K–2.L the Academy Trust will act in accordance with,

Admissions

2.E Not used.

Charging

- suitable SEN provision for children in the area.
- b) consider how his determination will affect the LAs' ability to secure role in the commissioning of SEN provision); and
- a) consider the views of the Academy and relevant LAs (in their strategic determination, the Secretary of State will:
- 2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a decision, the Secretary of State will:
- pupils with SPLD - Specific Learning Difficulty in the age range 11-16.
- (SEN Unit or Resourced Provision) with up to [Insert] planned places for
- 2.C The Academy must operate designated places reserved for pupils with SEN Academy will be an all ability inclusive school.
- 2.B The planned capacity of the Academy is 122 in the age range 11-16. The

SEN unit

- 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 following an application from an LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or 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 they do not comply with the Codes or this Agreement, or are otherwise unlawful.
- 2.J The Secretary of State may:
- a) direct the Academy Trust to admit a named pupil to the Academy;
- 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.K Not used
- 2.L The Secretary of State may:
- i. following an application from an LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or 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 they do not comply with the Codes or this Agreement, or are otherwise unlawful.
- 2.M Not used.
- 2.N Not used.
- 2.O Not used.
- 2.P The Academy Trust must make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure that parents and 'relevant children' (as described in the Codes) are informed of the appeals panel to act in accordance with the Codes. The Academy and its 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 the appeals panel to act in accordance with the Codes.

Curriculum

2.T Not used.

timescale is specified by the `Adjudicator`.

The Office of the Schools Adjudicator (“OSA”) will consider objections to the Academy’s admission arrangements (except objections against any agreed derogations from the provisions of the Codes specified in this funding agreement, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy’s admission arrangements, that objections should be submitted to the OSA. The OSA’s arrangements 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

Z.2. Subject to clause Z.2.R, the meaning of "relevant area" for the purposes of consultation requirements in relation to admission arrangements is that consultation requires the relevant LA for maintained schools in the area 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.

of their right to appeal to an independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the appeal panel is binding on all parties.

- 2.Z The Academy Trust must have regard to any Guidance, further to section 403 of the Education Act 1996, on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials to be relieved of the requirement imposed by paragraph 3(2) of that apply. The Academy may apply to the Secretary of State for consent religious character, except that paragraph 4 of that Schedule does not community, foundation or voluntary school which does not have a the School Standards and Framework Act 1998 as if it were a b) the Academy must comply with section 70(1) of, and Schedule 20 to, 2(5) of Schedule 19 to the School Standards and Framework Act 1998; syllabuses in section 375(3) of the Education Act 1996 and paragraph at the Academy in accordance with the requirements for agreed provision must be made for religious education to be given to all pupils a) provision must be made for religious education to be given to all pupils Academies Act 2010);
- 2.X Subject to clause 2.V, where the academy has not been designated with religious character (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998; at the Academy in accordance with the requirements for agreed provision must be made for religious education to be given to all pupils Academies Act 2010);
- 2.W Not used.
- 2.U The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.
- 2.V The Academy Trust must comply with section 71(1)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to "religious education" and "religious worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.X

- 3.G The Secretary of State may, at his discretion, adjust the basis of the pupil count for calculating the following Academy Financial Years' basis of the pupil count for calculating the following Academy Financial Year's adjustment is made in any Academy Financial Year, this will not change the Academy if it is operating below the planned capacity in clause 2.B. If such an account to take account of any diseconomies of scale which may affect the pupil count for maintained schools.
- b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.
- 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
- the pupil count for determining GAG will be:
- 3.F For Academy Financial Years after that referred to in clause 3.E, the basis of that used by the relevant LA for determining the budget of the maintained Academy opens, the pupil count will be determined on the same basis as the Academy. In order to calculate GAG for the Academy Financial Year in which 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 the Academy.
- 3.E The Secretary of State will calculate GAG based on the pupil count at the Predecessor School.
- 3A-3D. Not used.

Calculation of GAG

3. GRANT FUNDING

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

4. LAND

- set out in clause 3.1 cease to apply or the Academy closes.
- may be carried forward without limitation or deduction until the circumstances notice under this Agreement, or otherwise terminates the Master Agreement,
- Secretary of State has served a Termination Notice or a Termination Warning
- 3.L Any additional grant made in accordance with clause 3.1, for a period after the

Carrying forward of funds

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

3.J Not used.

Other relevant funding

- Academy to operate effectively.
- Secretary of State may pay a larger GAG in the notice period, to enable the
- may be insufficient to meet the Academy's needs. In these circumstances the
- therefore payments based on the number of pupils attending the Academy
- terminated, the intake of new pupils during the notice period may decline and
- Termination Warning Notice is served, or the Master Agreement is otherwise
- 3.I The Secretary of State recognises that if a Termination Notice or a

3.H Not used.

- Secretary of State may accept or refuse the bid at his discretion.
- grant based on need and providing appropriate supporting evidence. The
- payable in such circumstances, the Academy Trust will bid for this additional
- GAG. If the Secretary of State has indicated that additional grant may be

- No disposition of the registered estate by the proprietor of the Smith Street, London SW1P 3BT;
- the Secretary of State for Education, of Sanctuary Buildings, Great registered estate is to be registered without a written consent signed by the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the "Restriction") to be entered in the Agreement, or otherwise within 28 days of the transfer of the Land to the Land is transferred to the Academy Trust prior to the date of this Agreement 28 days of the signing of this Agreement in circumstances where a) within 28 days of the signing of this Agreement 28 days of the signing of this Agreement in circumstances where No disposition of the registered estate by the proprietor of the Smith Street, London SW1P 3BT;
- take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- promptly confirm to the Secretary of State when the Restriction has been registered;
- if it has not registered the Restriction, permit the Secretary of State to do so in its place; and
- 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.
- e)

4.A The Academy Trust must:

Restrictions on Land transfer

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

"Land" means the freehold land at Worthing High School, South Farm Road, Worthing, BN14 7AR , being the land registered with title number WSX322617, which is to be the permanent site of the Academy.

- of State when this has been done;
- the Option Notice registered and promptly confirming to the Secretary to be entered in the register, taking any further steps required to have copy of this Agreement for a notice of the Option (the "Option Notice") this Agreement, apply to the Land Registry on Form AN1 (including a) must, within 14 days after acquiring the Land or, if later, after signing

4.E The Academy Trust:

Option Notice

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

Option

in respect of all or part of the Land.

- d) enter into any onerous or restrictive obligations,
- c) part with or share possession or occupation; or
- b) create or allow any encumbrance; or
- a) grant any consent or licence; or

4.C The Academy Trust must not, without the Secretary of State's consent:

- of State's consent.
- anything to lessen the value or marketability of the Land without the Secretary damage or deterioration to the Land. The Academy Trust must not do
- 4.B The Academy Trust must keep the Land clean and tidy and make good any

Obligations of the Academy Trust

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

4.G Where:

Sharing the Land

- With it.
- d) use its best endeavours to help the Secretary of State in connection of the Academy Trust, to comply with it, and
- c) allow the Secretary of State to take all necessary action, with or instead

- about it;
- b) promptly give the Secretary of State all the information he asks for the Academy Trust intends to respond to it;
- a) send a copy of it to the Secretary of State within 14 days, starting how

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

Property Notices

- may apply to secure the registration.
- considers that the Academy Trust has not complied with this clause, he after the registration has been completed. If the Secretary of State send the Secretary of State a copy of the relevant entry within 7 days register a Class C(iv) land charge in the Land Charges Registry, and acquiring the Land or, if later, after signing this Agreement, apply to must, in the case of previously unregistered land, within 14 days after

- liquidator acting in the name of the Academy Trust, and company, a subsidiary company, or a receiver, administrator or modify or remove the Option Notice, whether by itself, a holding must not, without the Secretary of State's consent, apply to disapply,

- State may apply to register it using Form UN1;
- b) if it has not registered the Option Notice, agrees that the Secretary of

the relevant year.

- 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

Termination by either party

5. TERMINATION

- c) planned capacity has the meaning given in clause 2.B.
- b) a parental need will arise when the DfE is actually aware of an area where the Academy is situated is greater than the existing additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and
- a) a basic need will arise when the forecast demand for pupil places in the area where the Academy is situated exceeds the forecast demand for pupil places in the area where the Academy is situated by a capacity to provide them;
- 4.I For the purposes of clause 4.G:

the Academy Trust in connection with this clause.

Secretary of State shall meet the necessary and reasonable costs incurred by arrangements which the Secretary of State requires for this purpose. The security of tenure over the Land occupied by it, and shall enter into any legal incumbrance of the incoming Academy Trust with the Academy Trust and to provide the incoming Academy Trust with consequences in order to enable it to share occupation of the Land with the Academy Trust must use its best endeavours to procure all necessary the Land being demised or leased in accordance with clause 4.G, the Academy Trust and the Secretary of State agree to part of the Land.

To the extent the Academy Trust and the Secretary of State establish and maintain an educational institution on the Academy Trust establishing and maintaining an educational institution on the Trust, as the Secretary of State considers appropriate, for the purpose of that whether part of the Land could be demised or leased to another Academy

The Secretary of State must consult with the Academy Trust to determine the operation of the Academy at planned capacity,

- 5.B The Secretary of State may serve a Termination Warning Notice where he considers that:
- the Academy Trust has breached the provisions of this Agreement or the Master Agreement; or
 - the standards of performance of pupils at the Academy are unacceptable, or
 - there has been a serious breakdown in the way the Academy is managed or governed; or
 - the safety of pupils or staff is threatened, including due to breakdown of discipline; or
 - 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:
- the action the Academy Trust must take;
 - the date by which the action must be completed; and
 - 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 in clause 5.C, or has not completed the action required in the Termination Warning Notice as specified under clauses 5.(a) and (b) (and any further action specified under

- 5.T Any notice given by the Academy Trust under clause 5.S must be provided to the Academy Trust before the Critical Year.
- Agreement on 31 August to become insolvent (and for this reason only) then cause the Academy Trust to become insolvent to terminate this likely that the cost of running the Academy during the Critical Year would include other funds that are likely to be available to the Academy from other academies operated by the Academy Trust ("All Other Resources"), it is including other resources likely to be available to the Academy, taking into account all other resources likely to be available to the Academy, Allocation for the next Academy Financial Year (the "Critical Year") and after if the Academy Trust is of the opinion that, after receipt of the Funding

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

- Notice of intention to terminate by Academy Trust**
- 5.R The Secretary of State specifies otherwise), 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.

- 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.

Funding and admission during notice period

- 5.O Not used.
- 5.N Not used.
- 5.M Not used.
- 5.L Not used.

5.K Not used.

- 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.

Termination by the Secretary of State

5.J.1 Not used.

he may serve a Termination Notice.

- b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

- a) has not received any representations from the Academy Trust by the date specified in the notice; or

clause 5. and:

5.H If the Secretary of State has served a Termination Warning Notice under

5.G.1 Not used.

the Academy Trust.

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

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

- b) the Academy requires significant improvement

or

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

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

Termination by the Secretary of State after inspection

clause 5.D) he may serve a Termination Notice.

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

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.

Effect of termination

for the Academy to cover the Shorffall. have given written notice of his refusal to provide sufficient additional funding will have been given to the parties or (b), if later, the Secretary of State will such notice will be given within 21 days after (a) the Expert's determination Agreement, by notice expiring on 31 August before the Critical Year. Any to cover the Shorffall, then the Academy Trust will be entitled to terminate this Secretary of State will not have agreed to provide sufficient additional funding Critical Year would cause the Academy Trust to become insolvent, and the 5.Y If the Expert determines that the cost of running the Academy during the

specialist's fees will be borne equally between the parties. Academic Trust (or any successor or equivalent body). The educational specialist will be appointed by the Chairman of the Specialist Schools and agree upon the appointment of the educational specialist then the educational issues arising from the budget management of schools. If the parties fail to advice from an educational specialist who is professionally familiar with the 5.X The Expert will be required in reaching his determination to take account of The Expert's fees will be borne equally between the parties.

The Expert's fees will be borne equally between the parties. President of the Institute of Chartered Accountants in England and Wales. Upon the appointment of the Expert then the Expert will be appointed by the experience of educational institutions or academies. If the parties fail to agree 5.W The Expert will be an insolvency practitioner with significant professional funding (the "Shorffall").

be requested to specify in his determination the amount of the shorffall in

- 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

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

General

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

The Master Agreement

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

Annexes

6. OTHER CONTRACTUAL ARRANGEMENTS
- b) direct the Academy Trust to pay all or part of the sale proceeds to the relevant LA.

Duly Authorised

affixed to this deed is authenticated by:

THE SECRETARY OF STATE FOR EDUCATION

The Corporate Seal of

Address:

Name:

Witness

or

Company Secretary

or

Director

Director

and

Executed on behalf of the Academy Trust by:

[DATE]

This Agreement was executed as a Deed on

the Academy.

- 8.A The Academy Trust must admit all children with a Statement of SEN naming "Statement of SEN" means a statement made under section 324 of the Education Act 1996.
 circumstances.)

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

EDUCATIONAL NEEDS

8. ADMISSION OF CHILDREN WITH A STATEMENT OF SPECIAL

Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber. which a parent of the pupil may have to the First Tier Tribunal (Special Educational to whether the LA acted unreasonably will be final, subject to any right of appeal pupil if such a determination is pending. The Secretary of State's determination as make an order directing the LA to reconsider. The Academy Trust must admit the the Secretary of State to determine whether the LA has acted unreasonably, and to considers that a LA should not have named the Academy in an EHC plan, it may ask needs, including the admission of pupils with EHC plans. If an Academy Trust imposes duties directly on Academies in respect of pupils with special educational 7.A Except as set out in clause 8 below, the Children and Families Act 2014 the Children and Families Act 2014.

"EHC plan" means an Education, Health and Care Plan made under section 37 of

HEALTH AND CARE PLANS

7. ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION,

ANNEXES

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

- the Academy in the child's statement, then the Tribunal's decision will be binding, even if it is different from that of the Secretary of State.
- 8.G Where it has been finally determined that the Academy be named in a child's Statement of SEN, the Academy Trust must admit the child to the Academy, notwithstanding any other admissions requirements in this Agreement.
- 8.H Clauses 8.A to 8.G only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.

We welcome feedback. If you would like to make any comments about this publication, please email AFSID.feedback@education.gsi.gov.uk, quoting the title of this document. Specific project queries should be sent to the allocated project lead/lead contact.

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