

FREEDOM OF INFORMATION REDACTION SHEET

Heatherbrook Primary Academy

Supplemental Funding Agreement

Exemptions in full

n/a

Partial exemptions

Personal information has been redacted from this document under Section 40.

[Redacted content]



Department
for Education

pril 2016

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SUMMARY SHEET

Information about the Academy:

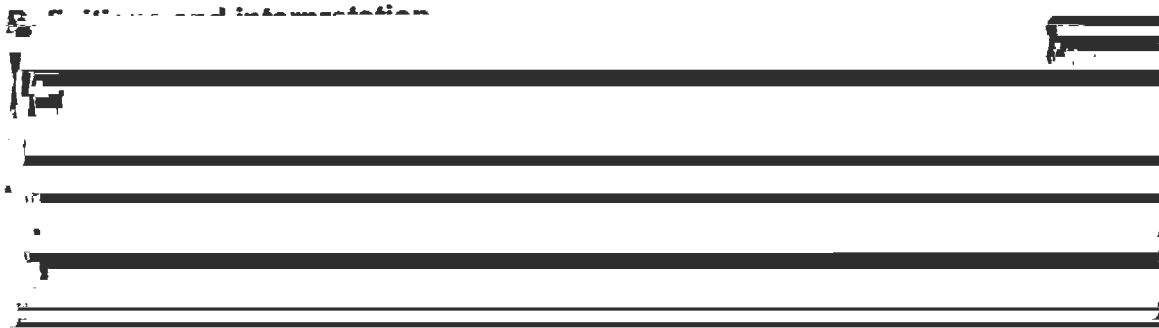
Name of Academy Trust	Learning Without Limits Academy Trust
Company number	10269535
Date of Master Funding Agreement	29 September 2016
Name of academy	Heatherbrook Primary Academy
Opening date	1 April 2017
Type of academy (indicate whether academy or free school)	Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Heatherbrook Primary School
Capacity number	210
Age range	4 - 11
Number of sixth form places	N/A
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements (Version 1-7 or other)	Version 2
Academy name	Heatherbrook Primary Academy, Antill Lodge

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		
2.E	Only applies where there was a predecessor independent school		
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 selective grammar schools		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.J	[Redacted]		
3.L	[Redacted]		
3.P	[Redacted]	X	
5.K	[Redacted]		
5.W	[Redacted]		X
5.Y	[Redacted]		

1. ESTABLISHING THE ACADEMY

1.A This Agreement made between the Secretary of State for Education and Learning Without Limits Academy Trust is supplemental to the master funding agreement made between the same parties and dated 29 September 2016 (the "Master Agreement").



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.

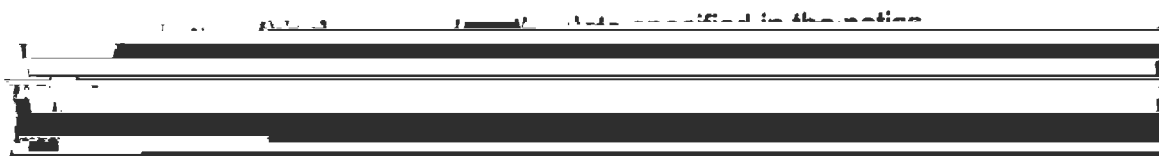
1.C The following capitalised words and expressions will have the following meanings:

"The Academy" means Heatherbrook Primary 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.

"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



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

[REDACTED]

1.I Not used.

2. RUNNING OF THE ACADEMY

Teachers and staff

2.A Subject to clause 2.4 of the Master Agreement, 7.A of this Agreement and section 67 of the Children and Families Act 2014, the Academy Trust may, in

[REDACTED]

Pupils

2.B The planned capacity of the Academy is 210 in the age range 4 - 11 The Academy will be an all ability inclusive school.

SEN unit

2.C Not used.

2.D Not used.

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

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”

a) any personal details about their financial status: or

b) whether parents are serving in the UK armed forces or were serving in the UK armed forces and are exercising parental care and

responsibility for the child in question

b) direct the Academy Trust to amend its admission arrangements where they do not comply with the Codes or this Agreement, or are otherwise

2.M Not used.

2.N Not used.

2.O Not used.

2.P The Academy Trust must ensure that parents and 'relevant children' (as described in the Codes) have the right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy

The arrangements for appeals must comply with the Codes or they

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.

[REDACTED]

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

[REDACTED]

2.2. Subject to clause 2.1, where the academy has not been designated with a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 the Academy Trust's costs in connection with the transfer of the land to the Academy Trust in the notice period, to enable the

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 the land to the Academy Trust in the notice period, to enable the Academy Trust to meet its obligations under the Transfer of Land Act 1897.

4. LAND

"Land" means the land at Heatherbrook Primary Academy, Astill Lodge Road, Beaumont Leys, Leicester, Leicestershire, LE4 1BE being the land registered with title number LT124654 and demised by the Lease.

"Lease" means the lease or other occupational agreement between the Academy Trust and the Secretary of State in relation to 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 is to be registered without a written consent signed by

[REDACTED]

the Secretary of State for Education of Sanctuary Buildings Great

[REDACTED]

- 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

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;

in respect of all or part of the Land.

Option

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

[REDACTED]

4.F The Academy Trust:

[REDACTED]

without the Secretary of State's consent, apply to disapply

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

must:

- 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

Sharing the Land

- 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

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

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

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 If either party gives a Termination Warning Notice where he

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) ~~has not~~ ~~considered~~ ~~the~~ ~~representations~~ ~~made~~ ~~by~~ ~~the~~ ~~Academy~~ ~~Trust~~

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~~

5.L Not used.

5.M Not used.

5.N Not used.

5.O Not used.

Funding and admission during notice period

5.P If the Secretary of State serves a Termination Notice under clause 5.A, the

~~Academy~~ ~~is~~ ~~not~~ ~~to~~ ~~admit~~ ~~any~~ ~~new~~ ~~enrolments~~ ~~during~~ ~~the~~ ~~notice~~ ~~period~~ ~~to~~ ~~admit~~ ~~pupils~~ ~~to~~ ~~the~~

accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5. The Secretary of State will, before the start of each Academy Financial Year
[REDACTED]

provide the Academy Trust with a final funding allocation indicating the level

[REDACTED]

iii. a detailed statement of steps which the Academy Trust proposes to take to ensure that the running costs of the Academy are

[REDACTED]

- 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

[REDACTED]

the Critical Year (the "Projected Budget").

[REDACTED]

... of funding 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 for the Shedfall, then the Academy Trust will be entitled to terminate this

Assessment of the parties expires before 24 August of the Critical Year. Any such

terminated and the Academy Trust owns capital assets

[REDACTED]

Annexes

Annexes A and B are incorporated into this

[REDACTED]

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 shall be deemed to be an original and all of which together shall constitute one and the same agreement.~~

~~Each copy so executed and delivered shall constitute a duplicate original but all~~

This Agreement was executed as of and on 30 Nov 2017

Executed on behalf of the Academy Trust by

and

Director

Director

The Corporate Seal of

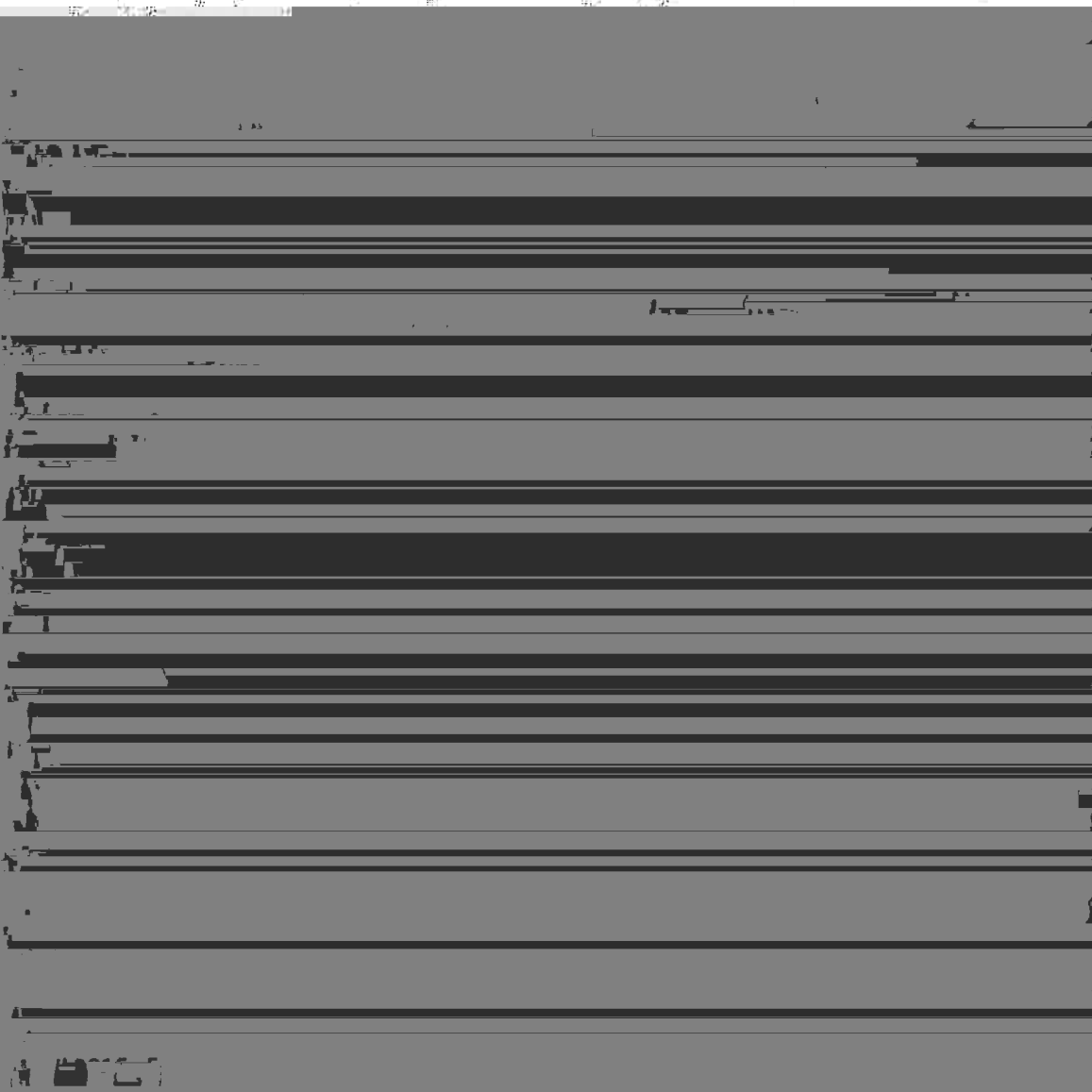


Duly Authorised

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where admitting the child would be incompatible with the provision of efficient
education for other children and no reasonable steps could secure

[REDACTED]

where admitting the child would be incompatible

[REDACTED]

8 E Cluses 8.A to 8.G only apply insofar as the relevant provisions of the

[REDACTED]

