

Children and Families Committee

Agenda

Date:	Monday, 10th February, 2025
Time:	2.00 pm
Venue:	The Capesthorpe Room - Town Hall, Macclesfield SK10 1EA

The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and at the foot of each report.

It should be noted that Part 1 items of Cheshire East Council decision making meetings are audio recorded, and the recordings will be uploaded to the Council's website.

PART 1 – MATTERS TO BE CONSIDERED WITH THE PUBLIC AND PRESS PRESENT

1. **Apologies for Absence**

To note any apologies for absence from Members.

2. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any disclosable pecuniary interests, other registerable interests, and non-registerable interests in any item on the agenda.

3. **Minutes of Previous Meeting** (Pages 5 - 12)

To approve as a correct record the minutes of the previous meeting held on 13 January 2025.

For requests for further information

Contact: Karen Shuker

Tel: 01270 686459

E-Mail: karen.shuker@cheshireeast.gov.uk with any apologies

4. **Public Speaking/Open Session**

In accordance with paragraph 2.24 of the Council's Committee Procedure Rules and Appendix on Public Speaking, set out in the [Constitution](#), a total period of 15 minutes is allocated for members of the public to put questions to the committee on any matter relating to this agenda. Each member of the public will be allowed up to two minutes each to speak, and the Chair will have discretion to vary this where they consider it appropriate.

Members of the public wishing to speak are required to provide notice of this at least three clear working days in advance of the meeting.

Petitions - To receive any petitions which have met the criteria - [Petitions Scheme Criteria](#), and falls within the remit of the Committee. Petition organisers will be allowed up to three minutes to speak.

5. **Schools Funding Formula and Early Years Funding Formula 2025/26 (Pages 13 - 46)**

To consider a report on the Schools Funding Formula and Early Years Funding Formula 2025/26.

6. **Determination of the Co-ordinated Scheme and Admissions Arrangements for 2026-27 (Pages 47 - 126)**

To consider a report on the determination of the Co-ordinated Scheme and Admissions Arrangements for 2026- 2027.

7. **Academisation of St Benedict's Primary School (Pages 127 - 208)**

To consider a report on the academisation of St Benedict's Primary School.

8. **Academisation of Hurdsfield Community Primary School (Pages 209 - 276)**

To consider a report on the academisation of Hurdsfield Community Primary School.

9. **Briefing around Schools forecasting financial deficits in 2024/25 (Pages 277 - 282)**

To receive a briefing report around Schools forecasting financial deficits in 2024/25.

10. **Work Programme (Pages 283 - 284)**

To consider the Work Programme and determine any required amendments.

11. **Exclusion of the Press and Public**

The reports relating to the remaining items on the agenda have been withheld from public circulation and deposit pursuant to Section 100(B)(2) of the Local Government Act 1972 on the grounds that the matters may be determined with the press and public excluded.

The Committee may decide that the press and public be excluded from the meeting during consideration of the following items pursuant to Section 100(A)4 of the Local Government Act 1972 on the grounds that they involve the likely disclosure of exempt information as defined in Paragraph 2 of Part 1 of Schedule 12A to the Local Government Act 1972 and public interest would not be served in publishing the information.

PART 2 – MATTERS TO BE CONSIDERED WITHOUT THE PUBLIC AND PRESS PRESENT

12. **Briefing around Schools forecasting financial deficits in 2024/25 (Pages 285 - 288)**

To consider the confidential appendix to the report.

Membership: Councillors R Bailey, M Beanland, S Bennett-Wake, J Bird, C Bulman (Chair), N Cook, L Crane, E Gilman (Vice-Chair), G Hayes, B Posnett, B Puddicombe, J Saunders and G Smith

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CHESHIRE EAST COUNCIL

Minutes of a meeting of the **Children and Families Committee**
held on Monday, 13th January, 2025 in the The Capesthorne Room - Town
Hall, Macclesfield SK10 1EA

PRESENT

Councillor C Bulman (Chair)
Councillor E Gilman (Vice-Chair)

Councillors M Beanland, S Bennett-Wake, J Bird, N Cook, L Crane, G Hayes,
B Posnett, B Puddicombe, G Smith, C O'Leary and L Wardlaw

OFFICERS IN ATTENDANCE

Theresa Leavy, Interim Executive Director Children's Services
Gill Betton, Head of Service, Children's Development and Partnerships
Claire Williamson, Director of Education, Strong Start, and Integration
Lisa Davies, Interim Improvement Director Children's Services
Richard Nash, Interim Director of Family Help and Children's Social Care
Lauren Conway, Business Manager
Alex Cooper, Project Manager – Education
Nikki Wood-Hill, Finance Manager
Jennie Summers, Acting Head of Legal Services
Karen Shuker, Democratic Services Officer

OTHERS IN ATTENDANCE

Mike Pearson, Edge Consultants

64 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillors R Bailey and J Saunders.

Councillors C O'Leary and L Wardlaw attended as substitutes.

65 DECLARATIONS OF INTEREST

In relation to item 7 (Improvement Plan Progress Update), Councillor O'Leary declared that in his day job he conducted research around children and young people leaving care.

Councillor Bennett-Wake declared that she worked in a local school and another school in her ward was mentioned in the agenda.

66 MINUTES OF PREVIOUS MEETING

RESOLVED:

That the minutes of the meeting held on 11 November 2024 be agreed as a correct record.

67 PUBLIC SPEAKING/OPEN SESSION

There were no public speakers.

68 THIRD FINANCIAL REVIEW 24/25

The Committee considered a report which provided the forecast outturn for the financial year 2024/25 based on income, expenditure, and known commitments as at the end of October 2024. It also identified actions that were being taken to address adverse variances to urgently address the Council's financial sustainability.

Although the position for Children and Families remained unchanged with a forecast overspend of £5.4m there had been increases in the social care area which was offset by reductions in other areas such as school catering.

The DSG (Dedicated Schools Grant) deficit was in the region of £116m for the end of 2024/25.

Whilst the report provided the forecast outturn for all services, members were asked to focus their scrutiny on the forecasts and supporting information relating to services within the remit of the Committee whilst understanding the overall context as a whole.

In response to members comments and questions officers reported that

- A request for information on the original MTFS plan for capital items to be included in reporting of the current forecasts would be fed back to the central finance team.
- a written response would be provided to questions raised in relation to the capital programme, specifically around Tytherington High School, Poynton High School, and the new secondary school in Macclesfield.
- Information on the details of the budget and spend on the ILACS funding to be included in future ILACS reports to Committee.
- They would provide information on the involvement and approval of DfE advisors in the production and monitoring of the DSG management plan, to provide reassurance that the plan delivers Value for Money (VFM).

RESOLVED:

The Children and Families Committee

1. Reviewed the factors leading to a forecast adverse Net Revenue financial pressure of £18.3m against a revised budget of £390.5m (4.7%), scrutinised the contents of Annex 1, Section 2 of the report and reviewed progress on the delivery of the MTFS approved budget policy change items, the RAG ratings and latest forecasts, and understood the actions to be taken to address any adverse variances from the approved budget.

2. Reviewed the in-year forecast capital spending of £144.7m against an approved MTFS budget of £215.8m, due to slippage that has been re-profiled into future years.

3. Noted the available reserves position as per Annex 1, Section 5 of the report.

4. Noted the Capital Virements above £500,000 up to and including £5,000,000 as per Annex 1, Section 4, Table 4 of the report would be approved in accordance with the Council's Constitution.

69 MEDIUM TERM FINANCIAL STRATEGY CONSULTATION 2025/26 - 2028/29 PROVISIONAL SETTLEMENT UPDATE (CHILDREN & FAMILIES COMMITTEE)

The Committee received a report which sought feedback on the Medium-Term Financial Strategy (MTFS) for 2025/26 – 2028/29 for Corporate Policy Committee to consider on the 6 February 2025 ahead of the final approval of the 2025/26 budget at full Council on 26 February 2025.

The Committee provided scrutiny and comments in relation to

- Whether a reduction in pension cost contributions was realistic given that the local government pension scheme was re-evaluated every April and typically should keep line with the Consumer Price index (CPI).
- Why the 3% levy on traded services was being reversed.
- Concerns in respect of whether the funding staffing establishment model was sustainable as although investment would be increased next year, this would then be reduced over the following two years.
- Concerns around the proposed savings in service quality, particularly in the accommodation support offer for 16-25 young people.
- How did Cheshire East compare with other local authorities in terms of its spend per capita on children's services.
- Welcomed the efforts being made in terms of recruitment and wrap around support to retain staff.
- Assurance sought around the tracking and visits for asylum seeking children post covid.

In response to a question raised in respect of the Youth Justice service contributions nearly doubling, officers stated that there was a split between the Youth Justice Service and safeguarding and that more details on the split would be provided in a written response.

RESOLVED (By Majority)

The Children and Families Committee

(a) Recommend to the Corporate Policy Committee, for their meeting on 6 February 2025, all proposals within Appendix A of the report, as related to the Committee's responsibilities, for inclusion on the Council's budget for 2025/26.

(b) Identify any further budget change proposals, as related to the Committee's responsibilities, that could assist Corporate Policy Committee in presenting an overall balanced budget to Council for 2025/26.

(c) Note the capital growth items listed in Appendix B and the revenue implications noted in paragraph 23 of the report.

(d) Note the contents of Appendix C of the report – Provisional Local Government Settlement 2025/26 (Finance Sub Committee).

(e) Note the contents of Appendix D of the report – Council Tax benchmarking and scenarios (Finance Sub Committee) and consider what the impact of any requests for a change of Council Tax policy would be.

70 IMPROVEMENT PLAN PROGRESS UPDATE

The committee received the report which provided an update on progress against the Children's Services improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) conducted in February and March 2024.

The update included:

- Confirmation that the monitoring visit from Ofsted which was due to take place in December 2024 would now take place in February 2025.
- The new governance arrangements had now been implemented which would support oversight of the improvement plan.
- Workstream groups had been set up which would cover the areas of the improvement plan and progress the work and would report into the Oversight Group.
- A Partnership Oversight Group had been introduced to provide scrutiny and challenge around the progress of the improvement plan.

- A new QA officer position had been recruited to and they would undertake quality assurance activity against areas of the improvement plan to evaluate impact.
- Recruitment was underway to recruit to other posts.
- Following a pause in some of the external support to enable a review of what work was required, discussions were taking place with the DfE to establish how additional sector led improvement (SLIP) support could be commissioned.
- Dorset Council had provided an external and independent evaluation of the front door service which had helped identify areas of strength as well as areas for development.
- A new need to know process had been put in place to ensure senior leaders were sighted on the key issues and challenges.
- A new Performance framework had been developed which allowed much closer attention to be paid to the key performance indicators.
- Twenty-six actions were now linked to collaboration with young people and children.
- There was more to do to build on consistency around case recordings.
- A Family Feedback Strategy had been developed to help strengthen questions to obtain clear themes.

Officers provided assurance that by ensuring permanent recruitment, having the right management in place and managing unregistered placements effectively would help with staying within budget, even with the delay of the Ofsted visit.

Following a question in relation to costs of the plan, officers agreed to bring a report to Committee on spend to date.

RESOLVED:

That the Children and Families Committee note the progress against the improvement plan.

The Committee adjourned for a short break.

Councillor G Hayes left after consideration of this item and did not return.

71 UPDATE ON THE PROGRESS OF THE KEY AREAS OF THE DEDICATED SCHOOLS GRANT MANAGEMENT PLAN 2024/25 TO 2030/31 - FINANCIAL REPORTING 3 2024/2025

The Committee received a report which provided an up-to-date forecast deficit reserve position for 2024-25 on the Dedicated Schools Grant (DSG) management plan. The forecast deficit reserve position within the report was based on actual costs and information taken from 1 April 2024 – 30 November 2024.

The Government had announced funding increases for DSG allocations and had released provisional DSG allocations for 2025-26. The provisional

high needs allocation represented a 7% increase for Cheshire East. This was approximately £4m additional funding compared with 2024-25 allocations.

Officers agreed to provide a written response to a request for a breakdown of the data in respect of Special Independent Schools and Special Schools

RESOLVED:

That the Children and Families Committee:

1. Note the forecast deficit reserve position for 2024-25 for the DSG Management plan 2024/25 to 2030/31.
2. Note the provisional High Needs allocations for 2025/26.

72 UPDATE ON THE TRANSFORMATION OF TRAVEL SUPPORT

The Committee received a report which provided an overview of progress and impact to date against the plans to transform travel support for children and young people in Cheshire East.

In 2022 Cheshire East Council embarked on a three-year change programme to improve and modernise travel support for children and young people across the borough. Edge Public Solutions (Edge) were appointed to support these transformation plans.

Although there had been an increase in appeals this was expected to decrease as policies and procedures were embedded. Officers were using the feedback they were receiving from families to build a picture of their expectations and to help develop policies.

In relation to concerns raised in respect of taxi licensing of vehicles from other authorities and consistency in safety standards, officers agreed to take the concerns back to licensing and a written response would be provided.

RESOLVED:

The Children and Families committee

1. Scrutinise the progress and impact to date in relation to the transformation of travel support for children and young people.

73 WORK PROGRAMME

The committee considered the work programme.

It was agreed that for the February meeting a more detailed financial breakdown would be included in respect of the ILACS funding and would form part of the Improvement Plan update.

An update from the ILACS visit would be included in the Improvement Plan update in the April meeting.

RESOLVED:

That the work programme be noted.

74 MINUTES OF SUB-COMMITTEES

The committee received the minutes of the Cared for Children and Care Leavers Committee meeting held on 18 June 2024 and 30 September 2024

RESOLVED:

That the minutes be noted.

The meeting commenced at 2.00 pm and concluded at 4.25 pm

Councillor C Bulman (Chair)

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OPEN

Children and Families Committee

10 February 2025

**Schools Funding Formula and Early
Years Funding Formula 2025/26**

Theresa Leavy, Interim Executive Director of Children's Services

Report Reference No: CF/20/24-25

Ward(s) Affected: All

For Decision or Scrutiny: Decision

Purpose of Report

- 1 To provide committee with an update on the Dedicated School Grant (DSG) for 2025/26.
- 2 To request approval for the allocation of each sub block making up the DSG.
- 3 To request approval of the schools funding formula and early years funding formula following recommendations from the Schools Forum.
- 4 To request approval to provide delegated authority to the Executive Director of Children's Services to use the funds in accordance with the relevant guidance and proposed funding formula methods.
- 5 This is supporting the council's Corporate Plan objectives as follows:

An open and enabling organisation	Ensure that there is transparency in all aspects of council decision making.
A council which empowers and cares about people	Support all children to have the best start in life.

	Ensure all children have a high quality, enjoyable education that enables them to achieve their full potential.
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Executive Summary

- 6 The report sets out the details of the four DSG funding blocks and requests approval for each block.
- 7 The report sets out the process to:
 - (a) Determine the schools funding formula for 2025/26 and requests approval of the formula by Children and Families Committee. It is a requirement for Children and Families Committee to approve the schools funding formula taking into account the recommendation from Schools Forum.
 - (b) Determine the early years funding formula for 2025/26 and requests approval of the formula by Children and Families Committee. It is a requirement for Children and Families Committee to approve the early years funding formula taking into account the recommendation from Schools Forum.
- 8 The report provides details of the planned high needs block and central schools services block budgets which comply with DFE guidance on use of these funds and requests approval for those allocations. Information on these funds will be shared with Schools Forum for transparency and discussion.
- 9 The report requests approval to delegate authority to the Executive Director of Children's Services to use the funds in accordance with the relevant guidance and proposed funding formula methods.

RECOMMENDATIONS

Schools Block

The Children and Families committee is recommended to:

1. Approve a formula for the adoption of the Schools Funding Formula 2025/26:
 - i. The use of a local funding formula that uses the Department for Education (DfE) national funding formula factors, uplifted for the Cheshire East area cost adjustment, and with any additional funding being allocated via the basic entitlement factor. The formula factors are set out at **Appendix 2**.
 - ii. The use of -0.5% as the minimum funding guarantee percentage.

- iii. The use of notional SEN formula of 100% Low Attainment, 50% FSM and FSM6, 25% IDACHI.
- iv. Setting a local Growth Fund at a value of £0.757m.
- v. Approve the level of block transfer to implement from the schools block to the high needs block, with the 2 options being:
 - a. To approve a transfer of 0.5% in line with the Schools Forum approval; or
 - b. To approve a transfer of 0.7% in line with the approved disapplication from the Education and Skills Funding Agency (ESFA).
2. Provide delegated authority to the Executive Director of Children's Services to use the schools block grant and the mainstream schools additional grant in accordance with relevant guidance during 2025/26.
3. Provide delegated authority to the Executive Director of Children's Services to make disapplications to the DfE should it be required during 2025/26.

Early Years Block

The Children and Families committee is recommended to:

4. Approve the following for the adoption of the Early Years Funding Formula for 2025/26:
 - i. The continued use of the current funding formula that passes 95% of the funding allocation to providers of the early education entitlements and increase the hourly rates by the same percentage increase as the increased funding from the DfE.
 - ii. Continue to allocate up to 2% of the funding allocation to create a Special Educational Needs Inclusion Fund (SENIF).
 - iii. The new funding rates. The proposed rates for 2025/26 are set out at **Appendix 4**.
5. Provide delegated authority to the Executive Director of Children's Services to accept in-year budget increases and use the early years grant in accordance with relevant guidance during 2025/26.
6. Delegate authority to the Head of Service Early Years, Family Help & Prevention to enter into revised contracts with providers in accordance with the DfE funding increase during 2025/26.

High Needs Block

7. That the committee approves the provisional budget allocations of the high needs block and additional high needs funding as set out in **Appendix 5**.
8. Provides delegated authority to the Executive Director of Children's Services to use the high needs block and additional high needs funding in accordance with relevant guidance during 2025/26.

Central Schools Services Block

9. That the committee approves the provisional budget allocations and use of the central schools services block as per **Appendix 6**.
10. Provides delegated authority to the Executive Director of Children's Services to use the Central Schools Services grant in accordance with relevant guidance during 2025/26.

Background

General

- 10 The council receives the Dedicated Schools Grant (DSG) funding as a ring-fenced grant to pay for education, early years provision, high needs provision and certain prescribed supporting central functions. The Grant is received in four blocks and local decisions are made over the use of the blocks and the basis for allocation to settings and services.
- 11 The NFF announcements mean that each DSG block is determined by the DfE using a different national funding formula. These are based on a mix of census and proxy data.
- 12 The final DSG figures for 2025/26 were released on 18 December 2024. Further information is provided at **Appendix 1**. The allocations are summarised in the table below:

	2024/25 Nov 2024 £m	2025/26 Dec 2024 £m	Year on Year Change £m	Year on Year Change %
Cheshire East DSG Block Allocations				
Schools Block	285.6	307.4	21.8	7.6%
Core Schools Budget Grant ¹	5.9	0	-5.9	-100.0%
Total Schools Funding	291.5	307.4	15.9	5.5%
High Needs Block²	58.5	63.4	4.9	8.4%
Central Schools Services Block	2.4	2.5	0.1	4.6%
Early Years Block	43.2	64.6	21.4	49.5%
Total	395.6	437.9	42.3	10.7%

Note 1: The 2024/25 Mainstream additional pay, pension and Core Schools Budget Grant have been rolled in to the 2025/26 Schools Block DSG formula.

Note 2: £4.2m of the High Needs increase relates to the 7% increase on 2024/25 levels and £0.7m relates to growth within the formula allocations regarding pupil numbers and proxy indicators.

Schools Funding Formula:

- 13 The Schools Forum continues to have the ability to recommend the schools formula funding to the Children and Families Committee. The Forum follows a process of evaluation, consultation and debate to arrive at the final recommendation.
- 14 The recommendation from Schools forum on 5 December 2024 to Children and Families Committee for consideration.
- 15 The recommended model includes the setting of a minimum funding guarantee at the lower level of -0.5%. This means that individual school funding levels should at least remain the same when compared to the 2024/25 levels (subject to the items included in minimum funding guarantee protection) and excluding pupil number changes.
- 16 The option of a schools block transfer was included in the schools forum consultation. A transfer of 0.5% was supported by schools forum but a transfer of 0.75% was not supported.
- 17 The recommendation from Schools Forum also includes setting a local growth fund at £0.757m for 2025/26. This will be held back initially and used to recognise additional classes and additional pupils from the October 2024 census to the October 2025 census. It will be paid out to schools in February 2026. It will also be held to fund pre-opening costs and diseconomy of scale allowance for new maintained schools and academies, when not funded directly by DfE.
- 18 The local authority is responsible for making the final decisions on the local formula, as set out in the School and Early Years Provision of Information about young children) (Amendment) Finance Regulations (England) 2024, Regulation 5. Due to the magnitude of the DSG deficit the council has continued to monitor and revise the DSG management plan which includes planned changes required as part of the recovery plan. meet with the DfE with ongoing discussions taking place around the Safety Valve Programme. Currently Cheshire East has not been accepted in to the Safety Valve Programme but discussions are ongoing with the DfE.
- 19 The recovery plan includes a school block transfer of 0.75% in 2025/26 equivalent to an estimated £2.142m. A disapplication was submitted to request the transfer. Now that the DSG allocations have been published the transfer percentage approved by the ESFA is 0.7% to keep the monetary value of £2.142m the same. This transfer has been included

within the Authority Proforma Tool (form sent to DfE detailing the DSG formula and calculations for schools funding).

- 20 Following the release of the modelling tool containing October 2024 school census data the council has been able to determine schools block funding for each school. The recommended schools formula factors and values from the model are set out at **Appendix 2**.
- 21 As the area is very close to using the NFF at school level most of the factors match the ones used by the DfE. Specific points to note are that the mandatory minimum per pupil funding levels set by the DfE have been met. Scaling is required to fund the block transfer and set the minimum funding guarantee at -0.5%. This does have an impact on some schools, in particular ones that do not receive additional per pupil funding to meet minimum requirements.
- 22 The outcome of the Children and Families Committee meeting will be reported to the Schools Forum on 13 February 2025. School funding levels have to be issued to schools by 28 February 2025.

Early Years Funding Formula:

- 23 From 1 April 2017 local authorities have been funded via the Early Years National Funding Formula (EYNFF).
- 24 Following detailed modelling of the formula and consultation, a formula was implemented on 1 April 2017 that met a number of criteria and objectives.
- 25 Further details of the EYNFF are set out at **Appendix 3**. The current funding formula to providers is set out in **Appendix 4**.
- 26 The table summarises the hourly rates of funding from the DfE:

	Under 2	2 year olds	3&4 year olds
2024/25	£10.16	£7.48	£5.47*
2025/26	£10.48	£7.74	£5.71*
Increase (£)	£0.32	£0.26	£0.24
Increase (%)	3.150%	3.476%	4.388%

*excluding Teachers pay uplift

- 27 Retaining the formula and increasing the hourly rates paid to providers by the same percentage increase as the rate paid by the DfE will ensure that the minimum 96% pass through rate is achieved and the objectives set by the formula continue to be met. The proposed funding to providers, effective from 1 April 2025, is set out in **Appendix 4**.

- 28 The proposal was presented to the Schools Forum on 5 December 2024 and unanimously supported.

High Needs Block

- 29 The high needs block is used for meeting the costs of pupils with an education, health and care plan (EHCP).
- 30 The volume of pupils with an EHCP has significantly increased since 2016 and now significantly exceeds funding levels. However, the national funding formula does not fully recognise this increase. This has resulted in a significant deficit position which is being reviewed.
- 31 This report sets out the provisional allocations of the high needs block in 2025/26 at a high level for approval in **Appendix 5**.
- 32 These provisional allocations are informed by the DSG management plan, the latest information on demand in 2025/26 and the impact of existing and new mitigating activity.
- 33 The forecast mitigated DSG Reserve deficit as at 31 March 2025 is £115.7m.

Central Schools Services Block (CSSB)

- 34 The CSSB was created under the National Funding Formula (NFF) changes from 2018/19. It represents the collation of items previously top-sliced from the schools block for specific costs in relation to historic commitments and on-going central functions.
- 35 It also includes funding for statutory functions that were previously met by the former Education Services Grant prior to it being rolled into DSG.
- 36 Several CSSB funded services are subject to a limitation of no new commitments or no increases in expenditure after 2017/18.
- 37 Since 2020/21 the DfE has applied a 20% year on year reduction to the historic commitments element and that has continued into 2025/26. The expectation is that similar reductions will be applied in future.
- 38 This is placing a pressure on the prudential borrowing element and the council's base budget is now being used instead through budget growth in the MTFS.
- 39 This report sets out the provisional allocations of the CSSB in 2025/26 at a high level for approval in **Appendix 6**.

Consultation and Engagement

- 40 Setting of the schools funding formula and the setting of the early years funding formula are determined by different operational guidance notes produced by the DfE. Links to these documents are provided in the “Background Papers” section of the report. As such the two blocks are subject to different consultation arrangements.
- 41 In both cases the council has followed the prescribed processes to arrive at the recommendations being presented to Children and Families Committee.
- 42 Details of the local schools funding consultation are included at **Appendix 1**.
- 43 The Early Years Reference Group (EYRG), a sub-group of the Schools Forum which consists of 8 members from across the early years sector, was consulted on 26 November 2024. At this point, the DfE had not confirmed the specific funding allocations for 2025/6. Therefore, principles rather than specific rates were discussed. Attendees of the meeting supported the proposed approach. The proposal was presented to the Schools Forum on 5 December 2024 and was unanimously supported.
- 44 The council does not have to consult on the use of the high needs block but continues to work closely with school representatives on the Schools Forum and the SEND partnership group.
- 45 Use of the central schools services block has to be, in part, agreed by the Schools Forum and this approval was granted on 5 December 2024.

Reasons for Recommendations

The Schools Funding Formula 2025/26

- 46 The local authority is required to review the schools funding formula on an annual basis and consult with schools. The recommended formula has been developed through a Schools Forum working group. It has been subject to consultation with all mainstream schools and then voted on at Schools Forum.
- 47 Recommendations 2 & 3 around the MFG and the Growth Fund are in line with the options discussed and agreed at Schools Forum.
- 48 Recommendation 1v asks that Committee decide on the level of block transfer to implement from the schools block to the high needs block, with the 2 options being 0.5% and 0.7%.

- 49 The reason that this decision is needed is because although the Schools Forum have approved a transfer of 0.5%, the ESFA have approved the disapplication at a higher value of 0.7% which is closer to the original 0.75% in the DGS Management Plan.
- 50 This means that Committee are in a position where they can either approve a transfer of 0.5% which is in line with the Schools Forum approved %, or approve a transfer of 0.7% as the ESFA have approved the disapplication at that level.
- 51 The financial values of the options are shown below.

	£m
0.75% approved DSG management plan for 2025/26 (forecast value in the plan)	2.10
0.7% of current schools block 2025/26	2.14
0.5% of current schools block 2025/26	1.54

- 52 The above table shows that if the 0.5% option is chosen then £0.6m less funding would be moved from the schools block to the high needs block.
- 53 However based on the actual allocations of funding to the LA for the high needs block for 2025/26, CEC will be receiving in the region of £2.3m of funding above the forecasted DSG management plan level. This is due to the management plan forecasting 3% annual growth in funding, but the actual growth is 7%.
- 54 This difference has been calculated after adjustments are made to factor in things like pay and pensions, imports and exports, and overall pupil number changes, in order to compare like for like figures.
- 55 The formula needs to be considered and approved each year by Children and Families Committee under current guidance. This step maybe removed in due course when the national funding formula is applied at school level by the DfE.

The Early Years Funding Formula 2025/26

- 56 The DfE has funded local authorities under the Early Years National Funding Formula (EYNFF) since April 2017 when the current formula was introduced on a phased basis during 2017/18 and 2018/19.
- 57 The recommended formula continues to be in line with the national guidance, ensures sustainability of the childcare market and continues to target funds to 'narrow the gap' between children from disadvantaged areas and their peers.

- 58 Local authorities may retain a maximum of 4% of the allocation from the DfE from April 2025. Cheshire East passes 95% of the funding allocation to providers via the hourly rates, approximately 2% via SENIF and retains approximately 3%. Increasing the hourly rates paid by Cheshire East to providers by the same percentage increase as the hourly rates allocated by the DfE to Cheshire East ensures that at least the statutory 96% pass through to providers is maintained.

High Needs Block 2025/26

- 59 The high needs block is provided to the council to meet its responsibilities regarding special educational needs and disabilities. The initial DfE allocation for 2025/26 is £63.4m, this is before the value of a block transfer from the schools block is applied.
- 60 The use of the funds is split between the forecast number of placements needed for the year (place and pupil funding) in mainstream settings, special schools and independent settings and funding for associated support services such as autism and sensory services.
- 61 The detailed spending plans are determined by a mix of the council's DSG Management Plan and the latest information on activity levels predicted in 2025/26.

Central Schools Services Block 2025/26

- 62 The central schools services block is allocated to the council for a number of different services. The initial DfE allocation for 2025/26 is £2.5m.
- 63 The central schools services block is split into two elements: historic commitments and ongoing responsibilities and provides funding for a number of areas including contributions to statutory posts.
- 64 Schools Forum have agreed to the allocations where required to do so and committee are being asked to agree to the provisional budget allocations.

Other Options Considered

- 65 Setting of the schools funding formula and the setting of the early years funding formula are determined by different operational guidance notes produced by the DfE.
- 66 In both cases the council has followed the prescribed processes to arrive at the recommendations being presented to Children and Families Committee as set out below.

The Schools Funding Formula:

- 67 The process to consider and consult on particular options for the schools funding formula was undertaken by a sub-group of Schools Forum.
- 68 Given the local circumstances of being close to the national funding formula at school level and the expectation that the DfE will make that compulsory in the next few years then the options were intentionally restricted to two different levels of minimum funding guarantee (MFG) percentage (Lower limit of -0.5% and upper limit of +0% were used).
- 69 Estimated details of the two different levels were provided to schools as part of the consultation and they preferred the lower limit option which is being recommended. Please refer to paragraph 42 Consultation and Engagement.
- 70 Historically higher levels of MFG were available but in recent years the DfE reduced the maximum MFG percentage in the national funding formula (NFF). The NFF applies MFG without capping or scaling.

Early Years Funding Formula

- 71 A range of factors for the funding formula were considered when it was introduced. These are set out within **Appendix 3**. The objectives have not changed, and the formula continues to be appropriate. This was agreed in consultation with the Early Years Reference Group (EYRG) in line with statutory guidance.

High Needs Block

- 72 The allocations represent the planned costs of demand in each area. The council is required to comply with the SEND code of practice and funding guidance meaning there are no alternative options. This will be subject to in-year monitoring and adjustment to meet children's needs.
- 73 Projects to mitigate expenditure on the high needs block have been presented to committee as part of the DSG Management Plan report.

Central Schools Services Block

- 74 The allocations represent the planned cost in each area. The allocations have been reviewed and where necessary approved by Schools Forum.

Implications and Comments

Monitoring Officer/Legal

- 75 The local authority currently receives funding for schools through the Dedicated Schools Grant. The local authority has the statutory responsibility under the Schools and Early Years Finance Regulations for allocating this funding to schools and must consult with the Schools Forum to determine the individual schools budget for all schools in the area and must have regard to DFE guidance: The national funding formulae for schools and high needs: 2025 -2026 (November 2024)(‘the Guidance’) and the Guidance Early Years entitlements: local authority funding operational guide 2025 to 2026 Published 10 December 2024.
- 76 The National funding formula for schools will determine how much each local authority in England receives and the local authority will still have the statutory responsibility for distributing this to individual schools in consultation with the Schools Forum. Section 6 of the Guidance states *“Local authorities must engage in open and transparent consultation with all maintained schools and academies in their area, as well as with their schools forums, about any proposed changes to their local funding formulae, including the principles adopted and any transfer of funds between blocks”*.
- 77 Section 4.2 of the Guidance should be noted as set out below:
- Local authorities were required to bring their own formulae closer to the schools NFF from 2023 to 2024. This transition will continue in 2025 to 2026. Local authorities must move their local formula factor values at least a further 10% closer to the NFF (building on the movement towards the NFF made in 2024 to 2025), except where local formulae are already ‘mirroring’ the NFF. These criteria do not apply to rates, PFI or exceptional circumstances factors.
- 78 The EYNFF funds the free entitlement to early years provision for children aged 9 months to 4 year olds across all sectors, which is the Authority’s statutory duty under Section 7 of the Childcare Act 2006. It also assists with the Authority’s delivery of its duty to secure sufficient childcare for working parents under Section 6 of the Childcare Act 2006. The Authority funds providers under the terms of free early entitlement contracts, to be reviewed by Legal Services in February 2025, based on a model contract issued by the DfE.

Section 151 Officer/Finance

- 79 The schools funding formula is the mechanism through which the Dedicated Schools Grant schools block is provided to schools. The NFF

arrangements mean that all schools block funding will be delegated to schools.

- 80 The schools funding formula has no impact on the council's Medium Term Financial Strategy in the main. The only exception is the block transfer, as this has the potential to impact on the DSG deficit balance, and therefore associated revenue interest costs.
- 81 The overall carry forward balance for maintained schools is reflected on the council's balance sheet.
- 82 The EYNFF is funded through the Dedicated Schools Grant. Mid-year adjustments are made to reflect January census data for all age groups, and termly counts for 2-year-olds and under. All providers of the free entitlement will receive an increase in funding based on the proposed formula. Centrally retained levels will continue to not exceed 4% in line with the guidance.
- 83 The DSG deficit resulting from high needs funding not matching spend is a major issue and the significant deficit reserve is permitted by a temporary accounting override announced by the Department for Levelling Up, Housing and Communities.
- 84 The override has been extended to 31 March 2026, and even if it is extended again the deficit continues to put pressure on the LA's revenue budget, through the interest costs linked to funding the deficit.

Policy

- 85 The council is supporting the priorities in the Corporate Plan:

An open and enabling organisation	Ensure that there is transparency in all aspects of council decision making.
A council which empowers and cares about people	Support all children to have the best start in life. Ensure all children have a high quality, enjoyable education that enables them to achieve their full potential.

- 86 Policy implications relate to the proportion of the base rate in relation to any supplements and how the supplements are targeted. The implemented supplements focus on 'narrowing the gap' between children from disadvantaged areas and their peers and sustaining

provision in rural areas. Increasing the funding rate within the existing formula would continue to meet the policy objectives.

Equality, Diversity and Inclusion

- 87 The Government NFF announcements include an equality statement. The local schools funding formula applies to all schools based on pupil characteristics. The NFF provides more funding to such characteristics so will help more vulnerable groups in due course.

Human Resources

- 88 Changes to school funding levels may result in staffing changes at schools requiring HR support. Each school will need to consider the impact of using the existing local formula as opposed to NFF on their three-year financial plans and review their staffing establishment accordingly.

Risk Management

- 89 Prompt agreement of the schools funding formula allows schools to receive their budget allocations in advance of the financial year. They can ensure their expenditure plans are in line with their available budget. 28 February 2025 is the date by which school block funding levels must be notified to schools.
- 90 It is recognised this will be challenging for schools and early years providers as costs are increasing.

Rural Communities

Schools Funding Formula

- 91 All maintained and academy schools in the Borough are affected by decisions over total funding levels and the local formula used to allocate it to schools.
- 92 The NFF contains an element of sparsity funding for remote schools meeting the set criteria.

Early Years Funding Formula

- 93 The current formula provides additional funding for provision in rural areas in recognition of their limited ability to attract the numbers of children required to cover operating costs. The additional funding is paid to provision determined by a sixfold classification of rural/urban wards produced by Cheshire East Council.

- 94 Funding should continue to be awarded to rural areas to support sustainability of provision and the Authority’s sufficiency duty.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 95 All maintained and academy schools in the Borough are affected by decisions over funding levels and the formula to allocate funding.
- 96 In addition to DSG schools block funding, schools continue to receive other grant funding such as pupil premium allocations for cared for children where they are eligible and universal infant free school meals funding.
- 97 Adequate and equitable funding contributes towards sustaining sufficient levels of early years provision across the borough for children to access their free early education entitlement. This is a statutory duty for the Local Authority.

Public Health

- 98 There are no direct implications for public health.

Climate Change

- 99 There are no direct implications.

Access to Information	
Contact Officer:	Name: Claire Williamson, Director of Director of Education, Strong Start and Integration Email: claire.williamson@cheshireeast.gov.uk
Appendices:	Appendix 1 Setting the Schools Funding Formula 2025/26 Appendix 2 Recommended Formula – Factors and Values 2025/26 Appendix 3 Further Details of the Early Years NFF April 2017 Appendix 4 Hourly rates payable to providers of the Free Early Education Entitlements and Proposed hourly rates payable to providers of the Free Early Education Entitlements for 2025/26

	<p>Appendix 5 DSG High Needs Block Allocations 2025/26</p> <p>Appendix 6 DSG Central Schools Services Block Allocations 2025/26</p>
Background Papers:	<p>Schools Forum papers for 2024 are held at: http://www.cheshireeast.gov.uk/schoolsforum</p> <p>The DfE released funding information for 2025/26 at this link.</p> <p>The respective DfE Operation Guidance Notes are available at: Schools Early Years High Needs</p> <p>Central School Services– guidance is included in the schools block guidance (from section 36).</p> <p>The council’s DSG Management Plan is available at Agenda for Children and Families Committee on Monday, 29th April, 2024, 2.00 pm Cheshire East Council As item 87</p>

Appendix 1 - Setting the Schools Funding Formula 2025/26

1. The Schools Forum is required to make a recommendation to Children and Families Committee on the funding formula to allocate funding to schools for the next financial year.
2. The Schools Forum meeting on 20 June 2024 considered the approach to the 2025/26 funding formula. They agreed to retain the existing sub-group to consider the issues in more detail and consult with schools.
3. The sub-group met on four occasions (19 September, 24 October, 6 November and 28 November 2024) to consider the issues for schools and ran a consultation process from 11 to 22 November 2024.
4. The consultation process considered two minimum funding guarantee options, three options for a transfer from the Schools Block to the High Needs Block and two options for the Notional SEN funding formula.
5. Schools were asked to feed back their views via an online survey, with the results being summarised in a report for consideration by Schools Forum representatives at the meeting on 5 December 2024.
6. At the meeting 11 representatives voted for the lower MFG limit and two representatives voted for the upper MFG limit. 10 representatives supported a 0.5% transfer to High Needs, with one of these also supporting a 0.75% transfer. Three representatives did not support a transfer to High Needs. 10 representatives voted for the SEN funding formula without basic need and three representatives voted for the SEN funding formula including basic need.
7. The feedback was considered and the Forum recommended MFG at the lower limit, a +0.5% transfer from schools to high needs block and to adopt the Notional SEN funding formula using 100% Low Attainment, 50% FSM and FSM6, 25% IDACHI for 2025/26 to Children and Families Committee.

Available Funding Levels

8. The final DSG funding allocations for 2024/25 were used to inform the modelling work used in the consultation process. These were used due to the change in the timeline this year as a result of the timing of the general election.
9. These figures provided indicative allocations for each of the options that were being consulted on. All the modelling for the consultation used October 2023 pupil numbers and the existing NFF factors for 2024/25.

10. The recommended model will be fully updated by the revised funding announcements from the DfE incorporating October 2024 pupil information that were released on 17 December 2024. These confirmed the additional number of pupils and the local growth factor and increased schools funding by 5.5% for 2025/26 to £307.4m.

Minimum per pupil funding levels

11. The compulsory MPPF figures have increased by 7.7%.

Change to Minimum Per Pupil Funding Levels	2024/25	2024/25	Change	Change
Primary	£4,610	£4,955	£345	7.5%
Secondary	£5,995	£6,465	£470	7.8%

The Formula Option for 2025/26

12. Two Minimum Funding Guarantee (MFG) formula options were consulted on. These were based on the same model using the national funding formula (NFF) plus area cost adjustment and all flexibility routed through the basic entitlement. Then two different levels of MFG were applied:

- MFG at the lower limit
- MFG at the upper limit

13. Three Block Transfer to High Needs options were consulted on:

- No block transfer
- 0.5% block transfer
- 0.75% block transfer

14. Two Notional SEN funding formulas were consulted on:

- 100% Low Attainment, 50% FSM and FSM6, 25% IDACHI
- 100% Low Attainment, 50% FSM and FSM6, 25% IDACHI, 1% Basic

Setting the minimum funding guarantee percentage

15. MFG is a self-funding method of ensuring no schools suffer significant reductions to funding levels by scaling back funding from those schools set to gain.

16. Therefore, any models needed to consider the achievement of the MFG percentage and the resulting scaling back percentage. Higher levels of MFG scaling are required with a higher MFG.

17. The Schools Forum voted to recommend a model with the lower MFG at -0.5%. In context the previous exercises have mostly led to the Schools Forum recommending the lowest MFG option available.

Block transfer to High Needs Block

18. The local formula allows a transfer of funds from the schools block to the high needs block providing that it has been agreed by Schools Forum up to 0.5%. Or by an approved disapplication (permission granted by the Secretary of State) if not agreed by Schools Forum or for an amount greater than 0.5% up to 0.75%.

19. The block transfer will reduce the funding available to schools and results in a scaling back percentage to be applied. Schools that received additional funding to meet the minimum per pupil levels will be protected so that they do not fall below this.

20. The Schools Forum voted to recommend a model with a 0.5% block transfer.

21. The DSG management plan includes a school block transfer of 0.75% in 2025/26 equivalent to an estimated £2.142m.

22. A disapplication has been approved to allow a block transfer of £2.142m (0.7%). Note funding allocations were higher so the percentage reduced due to the monetary amount remaining the same.

Notional SEN formula

23. The notional SEN formula has not been reviewed for a number of years. The notional SEN does not impact the funding that the school will receive. Its purpose is to give an indication of how much funding received by a school should be allocated toward SEN. It is intended as a guide for a school's spending decisions, rather than a target or constraint.

24. The DSG guidance states that the Notional SEN budget must be at least £1,800 per pupil. The review of the Notional SEN formula and proposed options ensure that we meet this criteria.

25. The Schools Forum voted to recommend the model with 100% Low Attainment, 50% FSM and FSM6, 25% IDACHI.

Growth Fund

26. The council is able to hold an element of schools funding back and use it to provide some extra funding to schools who have increased their admission

number in September or seen significant levels of in year pupil growth. This is called the Growth Fund.

27. The extra pupils are not funded through the main formula until the following year and the Growth Fund is intended to help schools manage the delay in receiving the formula funding.

28. Operational guidance also states that the growth fund should be held to fund pre-opening costs and diseconomy of scale allowance for new maintained schools and academies, when not funded directly by DfE.

29. The Growth Fund will be set at the full allocation (£0.8m). This was based on consideration of the medium term financial plans for the Growth Fund and the funding required for new schools in the near future.

Timetable

30. The following key stages of the process are followed:

Date	Event
17 December 2024	Final school and pupil funding announcements
22 January 2024	APT model submitted
10 February 2025	C&F Committee – determine formula
13 February 2025	Schools Forum receive final school funding levels
28 February 2025	Source of funds issued to schools

31. Full details of the process are available in [Schools Forum papers](#).

32. The other three funding blocks all follow the requirements of the specific funding guidance.

Appendix 2 – Factors and Values 2025/26 for 0.7% Block Transfer

Pupil Led Factors

1) Basic Entitlement Age Weighted Pupil Unit (AWPU)	Reception uplift	No	Pupil Units
	Description	Amount per pupil	
	Primary (Years R-6)	£3,805.51	
	Key Stage 3 (Years 7-9)	£5,363.53	
	Key Stage 4 (Years 10-11)	£6,047.08	
2) Deprivation	Description	Primary amount per pupil	Secondary amount per pupil
	FSM	£496.87	£496.87
	FSM6	£1,064.01	£1,560.88
	IDACI Band F	£235.89	£341.29
	IDACI Band E	£286.08	£451.70
	IDACI Band D	£446.68	£637.40
	IDACI Band C	£491.85	£697.63
	IDACI Band B	£521.97	£747.82
	IDACI Band A	£687.59	£953.59
3) English as an Additional Language (EAL)	Description	Primary amount per pupil	Secondary amount per pupil
	EAL 3 Primary	£597.25	
	EAL 3 Secondary		£1,601.03
4) Mobility	Pupils starting school outside of normal entry dates	£968.65	£1,390.24
5) Low prior attainment	Description	Weighting	Amount per pupil (primary or secondary respectively)
	Primary low prior attainment		£1,179.44
	Secondary low prior attainment (year 7)	57.71%	£1,791.75
	Secondary low prior attainment (year 8)	55.77%	
	Secondary low prior attainment (year 9)	54.47%	
	Secondary low prior attainment (year 10)	54.47%	
	Secondary low prior attainment (year 11)	64.53%	

Other Factors

Factor	Lump Sum per Primary School (£)	Lump Sum per Secondary School (£)
6) Lump Sum	£145,648.48	£145,648.48
7) Sparsity factor	£57,616.97	£83,715.25
NFF, tapered or fixed sparsity primary lump sum?		NFF
NFF, tapered or fixed sparsity secondary lump sum?		NFF
NFF, tapered or fixed sparsity middle school lump sum?		NFF
NFF, tapered or fixed sparsity all-through lump sum?		NFF
8) Fringe Payments		£0
9) Split Sites		£125,091
10) Rates		£2,502,147
11) PFI funding		£0
12) Exceptional Rents		£25,070
Total Funding for Schools Block Formula (excluding minimum per pupil funding level and MFG Funding Total)	£300,673,452	98.75%

13) Additional funding to meet minimum per pupil funding level	£3,808,131	1.25%
Total Funding for Schools Block Formula (excluding MFG Funding Total)	£304,481,583	100.00%
14) Minimum Funding Guarantee	-0.50%	£323,113
Apply capping and scaling factors? (gains may be capped above a specific ceiling and/or scaled)	Yes	
Capping Factor (%)	0.00%	Scaling Factor (%) 28.76%
Total deduction if capping and scaling factors are applied	-£323,113	
Total Funding for Schools Block Formula	£304,481,583	
High Needs threshold (only fill in if, exceptionally, a high needs threshold different from £6,000 has been approved)		
Additional funding from the high needs budget	£0.00	
Growth fund (if applicable)	£756,841.64	
Falling rolls fund (if applicable)	£0.00	
Other Adjustment to 24-25 Budget Shares	£0	
Total Funding For Schools Block Formula (including growth and falling rolls funding)	£305,238,424	
% Distributed through Basic Entitlement	76.99%	
% Pupil Led Funding	90.69%	
Primary: Secondary Ratio	1 :	1.28
25-26 NFF NNDR allocation, excluding prior year adjustments	£2,502,147	
Total Funding For Schools Block Formula (including growth and falling rolls funding) after deduction	£302,736,277	

Factors and Values 2025/26 for 0.5% Block Transfer

Pupil Led Factors

1) Basic Entitlement Age Weighted Pupil Unit (AWPU)	Reception uplift	No	Pupil Units
	Description	Amount per pupil	
	Primary (Years R-6)	£3,821.61	
	Key Stage 3 (Years 7-9)	£5,386.21	
	Key Stage 4 (Years 10-11)	£6,072.65	
	Description	Primary amount per pupil	Secondary amount per pupil
2) Deprivation	FSM	£496.87	£496.87
	FSM6	£1,064.01	£1,560.88
	IDACI Band F	£235.89	£341.29
	IDACI Band E	£286.08	£451.70
	IDACI Band D	£446.68	£637.40
	IDACI Band C	£491.85	£697.63
	IDACI Band B	£521.97	£747.82
	IDACI Band A	£687.59	£953.59
	Description	Primary amount per pupil	Secondary amount per pupil
3) English as an Additional Language (EAL)	EAL 3 Primary	£597.25	
	EAL 3 Secondary		£1,601.03
4) Mobility	Pupils starting school outside of normal entry dates	£968.65	£1,390.24
	Description	Weighting	Amount per pupil (primary or secondary respectively)
5) Low prior attainment	Primary low prior attainment		£1,179.44
	Secondary low prior attainment (year 7)	57.71%	£1,791.75
	Secondary low prior attainment (year 8)	55.77%	
	Secondary low prior attainment (year 9)	54.47%	
	Secondary low prior attainment (year 10)	54.47%	
	Secondary low prior attainment (year 11)	64.53%	

Other Factors

Factor	Lump Sum per Primary School (£)	Lump Sum per Secondary School (£)
6) Lump Sum	£145,648.48	£145,648.48
7) Sparsity factor	£57,616.97	£83,715.25
NFF, tapered or fixed sparsity primary lump sum?		NFF
NFF, tapered or fixed sparsity secondary lump sum?		NFF
NFF, tapered or fixed sparsity middle school lump sum?		NFF
NFF, tapered or fixed sparsity all-through lump sum?		NFF
8) Fringe Payments		£0
9) Split Sites		£125,091
10) Rates		£2,502,147
11) PFI funding		£0
12) Exceptional Rents		£25,070
Total Funding for Schools Block Formula (excluding minimum per pupil funding level and MFG Funding Total)	£301,664,919	98.88%

13) Additional funding to meet minimum per pupil funding level	£3,421,724	1.12%
Total Funding for Schools Block Formula (excluding MFG Funding Total)	£305,086,643	100.00%
14) Minimum Funding Guarantee	-0.50%	£254,128
Apply capping and scaling factors? (gains may be capped above a specific ceiling and/or scaled)	Yes	
Capping Factor (%)	0.00%	Scaling Factor (%) 15.72%
Total deduction if capping and scaling factors are applied	-£254,128	
Total Funding for Schools Block Formula	£305,086,643	
High Needs threshold (only fill in if, exceptionally, a high needs threshold different from £6,000 has been approved)		
Additional funding from the high needs budget	£0.00	
Growth fund (if applicable)	£756,905.11	
Falling rolls fund (if applicable)	£0.00	
Other Adjustment to 24-25 Budget Shares	£0	
Total Funding For Schools Block Formula (including growth and falling rolls funding)	£305,843,548	
% Distributed through Basic Entitlement	77.16%	
% Pupil Led Funding	90.84%	
Primary: Secondary Ratio	1 :	1.28
25-26 NFF NNDR allocation, excluding prior year adjustments	£2,502,147	
Total Funding For Schools Block Formula (including growth and falling rolls funding) after deduction	£303,341,401	

Appendix 3 - Further Details of the Early Years National Funding Formula, April 2017

1. The Early Years National Funding Formula (EYNFF) aimed to:
 - Deliver fairer funding for local authorities.
 - Maximise funding to providers by requiring local authorities to pass through the majority of funding to providers.
 - Deliver a new Disability Access Fund that will award an annual payment of £615 to settings who support children aged 3 and 4 who are in receipt of disability living allowance and the free early education entitlement.
 - Provide funding for maintained nursery schools.

2. A range of factors for the funding formula were considered within the limitations of the operation guidance from the DfE:
 - Local authorities continue to have the ability to use funding supplements. These are given in addition to the base rate to reflect local needs or policy objectives.
 - The total value of supplements must not be any more than 10%.
 - Deprivation is a mandatory supplement.
 - Discretionary supplements include: Rurality / sparsity; flexibility; quality; and English as an additional language (EAL).

3. Following consultation, early years and childcare providers strongly favoured the majority of the funding via a universal base rate subject to the limitations of the guidance.

4. The DfE allocation to local authorities fluctuates based on the number of hours delivered. Therefore, the funding formula should be linked to the characteristics of the population rather than characteristics of the provider.

5. Supplements linked to characteristics of the provision rather than the child can create instability in the funding model as take up shifts across providers. As a result these are not used.

6. A formula that gives the provider the opportunity to alter their hourly rate each year could result in a significant overspend due to the high pass through requirement. Similarly, the Authority could fail to pass through the minimum requirement if providers reduce their hourly rate.

7. This could only be controlled by revising the funding formula on an annual basis. This would not be practical and would prove an administrative burden on the Local Authority. As a result these are not used.
8. The funding paid to providers of the 2-year-old Free Early Education Entitlement is not subject to a formula. Therefore, it is equitable to increase the hourly rate paid to providers by the same percentage increase as the hourly rate paid by the DfE.
9. Following detailed modelling of the formula and consultation, a formula was implemented on 1st April 2017 that met the following objectives:
 - High pass through rate of 93% in 2017/18 and 95% in 2018/19.
 - High proportion of the funding via the base rate.
 - Additional funding for children from disadvantaged areas.
 - Additional funding to support provision in rural areas.
 - All providers receive more funding than the previous formula.
 - An average hourly rate of at least £4.

Appendix 4 - Proposed hourly rates payable to providers of the Free Early Education Entitlements.

Funding Formula from 1 April 2025:

	2024/25 (Per child per hour)	% Increase	2025/26 (Per child per hour)
3-&4-year-olds			
Base rate	£5.06		£5.28
Teachers pay uplift	£0.07		£0.05
Total base rate	£5.13	3.9378%	£5.33
Deprivation - group based provision	£0.0066	3.9378%	£0.0068
Deprivation - childminder	£0.080	3.9378%	£0.083
Rurality	£0.083	3.9378%	£0.086
2-year-olds			
	£7.11	3.4759%	£7.35
9 months to 2 years			
	£9.65	3.1496%	£9.95
EYPP (payable from age 9 months)			
	£0.68	47%	£1.00

All rates above are applicable to all the children in the setting.

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Appendix 5 - DSG High Needs Block Allocations 2025/26

1. The council's high needs block allocation for 2025/26 is set out in the tables below.
2. High Needs allocation with a 0.7% Block Transfer.

Cheshire East - DSG Block Allocations	2024/25 £m	2025/26 0.7% £m	Year on Year Change £m	Year on Year Change %
High Needs Block	58.5	63.4	4.9	8.4%
Block Transfer from Schools Block	1.4	2.1	0.7	50.0%
Total High Needs Funding	59.9	65.5	5.6	9.3%

Note £4.2m of the High Needs increase relates to the 7% increase on 2024/25 levels and £0.7m relates to growth within the formula allocations regarding pupil numbers and proxy indicators.

3. High Needs Allocation with a 0.5% Block Transfer

Cheshire East - DSG Block Allocations	2024/25 £m	2025/26 £m	Year on Year Change £m	Year on Year Change %
High Needs Block	58.5	63.4	4.9	8.4%
Block Transfer from Schools Block	1.4	1.5	0.1	7.1%
Total High Needs Funding	59.9	64.9	5.0	8.3%

Note £4.2m of the High Needs increase relates to the 7% increase on 2024/25 levels and £0.7m relates to growth within the formula allocations regarding pupil numbers and proxy indicators.

4. The funding is provided to meet the costs of pupils with education, health and care plans and is under significant pressure from increasing demand.
5. The provisional allocations of the budgets, based on 2024/25, are set out in the tables below:

Summary of High Needs Spend – Block Transfer 0.7%

2025/26

Summary of High Needs Spend

	£m	£m	£m
High Needs Block Allocation			(63.4)
HN Block Transfer from Schools Block 0.7% (as per mgmt plan)			<u>(2.1)</u>
Total Income			<u>(65.5)</u>
- Import/Export adjustment income (forecast included in expenditure totals)			0.3
- Teachers Pay and Pensions			<u>0.8</u>
Adjusted High Needs Block Allocation			<u>(64.4)</u>

Expenditure forecast approved as part of DSG Management plan

Brought forward DSG Reserve Deficit (FR3 update) 115.7

Post 16 places & Top up Funding	6.6		
Resource Provision Places & Top Up funding	4.4		
Top-up Funding for mainstream (including PVI/Nursery)	21.4		
Special Schools including supported internships	22.3		
Alternative Provision	1.5		
Independent and non maintained schools	38.9		
Outreach & targeted support	0.9		

96.0

Service Allocations

Additional services to support children including the tuition team, autism service, sensory service, speech and language support and the virtual school.

Early Years - high needs support	4.1		
	0.3		

4.4

Total Estimated In-Year Expenditure

100.4

Expenditure relating to growth in pupil numbers from per HN pupil tool

0.7

Estimated DSG Reserve Deficit at 31 March 2026

152.5

Additional Income - use to be determined

2.3

Estimated DSG Reserve Deficit at 31 March 2026 (FR3 forecast)

154.8

Summary of High Needs Spend – Block Transfer 0.5%

2025/26

Summary of High Needs Spend

	£m	£m	£m
High Needs Block Allocation			(63.4)
HN Block Transfer from Schools Block 0.5% (Lower than mgmt plan)			<u>(1.5)</u>
Total Income			<u>(64.9)</u>
- Import/Export adjustment income (forecast included in expenditure totals)			0.3
- Teachers Pay and Pensions			0.8
Adjusted High Needs Block Allocation			<u>(63.7)</u>
Expenditure forecast approved as part of DSG Management plan			
Brought forward DSG Reserve Deficit (FR3 update)			115.7
Post 16 places & Top up Funding	6.6		
Resource Provision Places & Top Up funding	4.4		
Top-up Funding for mainstream (including PVI/Nursery)	21.4		
Special Schools including supported internships	22.3		
Alternative Provision	1.5		
Independent and non maintained schools	38.9		
Outreach & targeted support	0.9		
		96.0	
Service Allocations			
Additional services to support children including the tuition team, autism service, sensory service, speech and language support and the virtual school.	4.1		
Early Years - high needs support	0.3		
		4.4	
Total Estimated In-Year Expenditure			100.4
Expenditure relating to growth in pupil numbers from per HN pupil tool			0.7
Estimated DSG Reserve Deficit at 31 March 2026			<u>153.1</u>
Additional Income - use to be determined			1.7
Estimated DSG Reserve Deficit at 31 March 2026 (FR3 forecast)			<u>154.8</u>

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Appendix 6 - DSG Central Schools Services Block Allocations 2025/26

1. This appendix provides further details of the central schools services block.
2. The table below summarised the allocation for Cheshire East and shows the change from 2024/25.
3. The DfE have continued their approach of reducing the historic commitments element by 20% year on year. On-going responsibilities are based on pupil numbers and include increases for pay and pensions for centrally employed teachers (received as grant in 2024/25), increased costs of copyright licences and further cost increases from 2025/26.

Change to CSSB	2024/25	2025/26	%
	November 2024	December 2024	
Historic Commitments	£481,363	£385,091	-20.0%
On-going Responsibilities	£1,956,267	£2,163,536	+10.6%
Total	£2,437,630	£2,548,627	4.6%

4. The figures are broken down into the proposed allocations set out below:

Service	Historic Commitments 2025/26 £'000	On-going Responsibilities 2025/26 £'000	Approval Required
Central licences negotiated by the Secretary of State		364	For Schools Forum awareness only
Admissions Service		390	Schools forum approval given
Servicing of Schools Forum		21	Schools forum approval given
Contribution to responsibilities that local		1,182	Former ESG element. Schools forum approval given.

Service	Historic Commitments 2025/26 £'000	On-going Responsibilities 2025/26 £'000	Approval Required
authorities hold for all schools. Eg Finance, Audit, Statutory Heads of Service posts etc			
Contribution to combined budgets for ICT systems and analysis – eg data capture and analysis software and analysis time.	186		Schools forum approval given.
Prudential borrowing costs	295		Schools forum approval given
Increase in on-going responsibilities because of pupil numbers		207	
20% reduction applied to historic commitments	-96		
Total 2025/26	385	2,164	2,549
Total 2024/25	481	1,957	2,438
Net Change	-96	207	111

OPEN

Children and Families Committee

10 February 2025

Determination of the Co-ordinated Scheme and Admissions Arrangements for 2026-27

Report of: Claire Williamson – Director of Education, Strong Start and Integration

Report Reference No: CF/36/24-25

Ward(s) Affected: All

Purpose of Report

- 1 To seek approval of the Committee to determine the Co-ordinated Scheme and Admissions Arrangements to comply with the statutory duty.
- 2 To share with the Committee the outcome of the public consultation and the proposed Co-ordinated Scheme and Admissions Arrangements for determination.

Executive Summary

- 3 Cheshire East has statutory duties relating to school admissions under the School Admissions Code.
- 4 Cheshire East has a role in co-ordinating school applications. This is set out in the Co-ordinated Scheme. It currently co-ordinates mainstream applications for all schools except Crewe Engineering and Design UTC and Cheshire Studio School.
- 5 Cheshire East is the Admissions Authority for Community and Voluntary Controlled Schools within the borough. This means that it is responsible for decisions relating to admissions to these schools. The Admissions Arrangements set out the policy for admissions including the oversubscription criteria. Other schools, for example, Academies are responsible for their own admissions decisions and policies.

- 6 Consultation must take place at least every seven years to comply with the School Admissions Code. Consultation took place for 6 weeks between October and December 2024. Prior to consultation the proposed changes were considered by the Children and Families Committee in September 2024.
- 7 The Consultation summary report is attached and key points are set out in the Consultation and engagement section.
- 8 Admission Arrangements for Wilmslow High School Sixth Form were also part of the consultation. No significant changes are proposed. There are changes for Shared responsibility which mirror the changes in the main Admission Arrangements.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Determine the Co-ordinated Scheme and Admissions Arrangements for 2026-27 in line with the School Admissions Code.

Background

- 9 Following the consultation the following changes were made to the proposed arrangements:
- 10 Changes in published admission numbers

School	Current Published Admission Number	New Published Admission Number	Change / reason
Bollington Cross Primary School	25	25	No change – not part of original consultation and no local need for additional places
Beechwood Primary School	45	60	Increase

Sound and District Primary School	19	21	Increase
Vernon Primary School	50	55	Increase

- 11 Lower Park Primary School has been removed as it has joined The Halliard Trust, and the Academy Trust has become its Admissions Authority.
- 12 At the Children and Families Committee on 10 September 2024 it was raised by members whether consideration could be given to co-ordinating applications for Crewe Engineering and Design UTC. This has been raised with the Academy Trust and the Headteacher and it has been decided that the school will continue to manage its own applications and become part of the Co-ordinated Scheme.
- 13 A definition of “relevant area” has been added in at paragraph 16 of the Co-ordinated Scheme. This relates to the other parties that Admissions Authorities have to consult.

It is proposed that for individual admission authorities within Cheshire East, the relevant area should be:

- *All schools or neighbouring Local Authorities which are within 10 miles for a secondary school and 5 miles for a primary school (primary schools need not consult secondary schools).*

Consultation and Engagement

- 14 There were 89 responses to the report. The responses were largely positive with 73% respondents agreeing that how places were to be allocated could be understood.
- 15 Every school has a published admission number. There is no requirement to consult where this is to be increased. There are some schools where it is proposed to be increased these are highlighted in the document in appendix 3. One response suggested that the published admission number for Bollington Cross Primary School be increased which was not included in the original consultation.

- 16 Shared responsibility – 85% of responses agreed that the new proposals for determining the address to be used for admissions purposes was clear and 83% of responses felt it was fair and reasonable.
- 17 Admission of children outside their normal age group – 70% of responses agreed that the process for this was clear and 69% agreed that it was fair and reasonable

Reasons for Recommendations

- 18 To comply with the School Admissions Code

Other Options Considered

19

Option	Impact	Risk
Do nothing	This would put the local authority in breach of its duties under the School Admissions Code	High

Implications and Comments

Monitoring Officer/Legal

- 20 Both the Admission Arrangements and Co-ordinated Scheme have been reviewed and approved by Legal.

Section 151 Officer/Finance

- 21 There are no direct financial implications of this decision.

Policy

- 22 The Local Authority has a statutory duty to co-ordinate school admissions and this links in with the corporate plan aim of *A council which empowers and cares about people* and the priority to *ensure all children have a high quality, enjoyable education that enables them to achieve to their full potential.*

Equality, Diversity and Inclusion

- 23 An Equality Impact Assessment has been reviewed following consultation. No significant issues relating to equality, diversity and inclusion were identified through the consultation process.

Human Resources

- 24 There are no increased human resource implications for the Council.

Risk Management

- 25 The Local Authority is required to determine its Admissions Arrangements by 28 February each year so if it does not do so then it would not be complying with the statutory duty under the School Admissions Code.

Rural Communities

- 26 There are no direct implications for rural communities, but the oversubscription criteria gives priority to children living in catchment and closest to the school to assist in parents securing a place at their local school.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 27 Children with an Education and Health Care Plan and Cared for and Previously cared for children are given high priority within the oversubscription criteria as required by the School Admissions Code.

Public Health

- 28 There are no direct implications for public health, however providing sufficient places in their local community could improve a child's social and emotional wellbeing.

Climate Change

- 29 By providing local school places the distances which some children may have to travel to attend school should be reduced thus reduce congestion on the roads and therefore reduce emissions, improving the air quality and making a better environment to live in.

Access to Information	
Contact Officer:	Jo Bowkett, Team Manager – Admissions and Transport joanne.bowkett@cheshireeast.gov.uk
Appendices:	Appendix 1 - Cheshire East Admissions Arrangements 2026-27 for determination Appendix 2 - Cheshire East Co-ordinated Scheme 2026-27 for determination Appendix 3 - Cheshire East Sixth Form Admissions Arrangements 2026-27 for determination Appendix 4 – Admissions Arrangements Decision Report considered by Children and Families committee – 10 September 2024 Appendix 5 – Equality Impact Assessment -14 January 2025. Appendix 6 – School Admissions Consultations report
Background Papers:	School Admissions Code, 2021



Cheshire East

TOGETHER for Children and Young People

Together we will make Cheshire East a great place to be young

Local Authority Admissions Arrangements for
Community and Voluntary Controlled Schools from
September 2026

1 September 2025



Contents

Contents	2
1 LOCAL AUTHORITY ADMISSION ARRANGEMENTS - COMMUNITY AND VOLUNTARY CONTROLLED SCHOOLS.....	3
2 PUBLISHED ADMISSION NUMBERS (PANs)	3
3 EDUCATION, HEALTH and CARE PLANS	3
4 OVERSUBSCRIPTION CRITERIA.....	4
5 PARENTS WITH SHARED RESPONSIBILITY FOR A CHILD	6
6 CHILDREN OF MULTIPLE BIRTHS	6
7 MOVING HOUSE	7
8 WAITING LISTS	7
9 LATE APPLICATIONS – NORMAL ADMISSION ROUND ONLY	7
10 ACCEPTING AND DECLINING PLACES	8
11 RIGHT OF APPEAL	8
12 REPEAT APPLICATIONS.....	8
13 DEFERRED ENTRY AND PART-TIME ATTENDANCE IN RECEPTION YEAR	8
14 DELAYED ENTRY FOR SUMMER BORN CHILDREN	9
15 ADMISSION OF CHILDREN OUT OF THEIR NORMAL AGE GROUP.....	10
16 KEY DATES.....	11
Appendix 1 – Feeder/Partner Primary Schools.....	12
Appendix 2 - Cheshire East’s process for requesting Admission of Children Out of their Normal Age group, in line with statutory guidance provided by the DfE:	13
Appendix 3 – Published Admissions Numbers (PANs) for 2026 Community and Voluntary Controlled Schools.....	15

1 LOCAL AUTHORITY ADMISSION ARRANGEMENTS - COMMUNITY AND VOLUNTARY CONTROLLED SCHOOLS.

- 1.1 These admission arrangements apply to Cheshire East **community and voluntary controlled schools** from the school year 2026-27. Cheshire East Council (the Local Authority) is the admission authority for these schools and is responsible for offering places at these schools.
- 1.2 Applications for the normal admission round (i.e. into reception at 4+ and secondary transfer at 11+) and 'in year' (i.e. into any year group outside the normal admission round) shall be considered in accordance with the arrangements set out below and the provisions set out in the Local Authority's agreed Coordination Scheme, [School admissions policies \(cheshireeast.gov.uk\)](https://www.cheshireeast.gov.uk/school-admissions-policies).

2 PUBLISHED ADMISSION NUMBERS (PANs)

- 2.1 The Local Authority has agreed published admission numbers (PANs) for its community and voluntary controlled schools. This is the number of children that will normally be admitted into the relevant age group (e.g., reception and year 7 in September). The admission number is set based on the number of pupils the school can accommodate and therefore usually, PANs will continue to be applied i.e. to all subsequent year groups in addition to the relevant age group. Admission numbers for 2026 and subsequent years, subject to any review, are set out in **Appendix 3**.
- 2.2 The Local Authority may agree (through consultation with the governing body) admission over PAN where to do so would not result in prejudice to the provision of efficient education or efficient use of resources at the school. The Local Authority will not be able to agree admission over the published admission number where to do so would result in a breach of infant class size legislation, which requires that infant classes (those classes where the majority of children will reach the age of 5, 6, or 7) contain no more than 30 pupils with a single qualified teacher. This will include considering whether a child could be a permitted exception.

3 EDUCATION, HEALTH and CARE PLANS

- 3.1 All children whose Education, Health and Care (EHC) plan names the school must be admitted.

An Education, Health and Care plan is a plan made by the local authority under Section 37 of the Children and Families Act 2014 specifying the special education provision required for that child.

4 OVERSUBSCRIPTION CRITERIA

4.1 Where more applications are received than there are places available, after children with Education, Health and Care (EHC) plans, priority for admission will be based on the Local Authority's published oversubscription criteria as follows:

1) 'Cared for Children' and Children who were 'Previously Cared for'.

- A 'cared for child' is a child who is in the care of a local authority or provided with accommodation by that local authority (as defined in section 22 of the Children Act 1989).
- Children previously 'cared for' are children who were 'cared for' as defined above, but immediately after being 'cared for' became subject to an adoption, child arrangements order (formerly residence order), or special guardianship order. A child arrangements order is an order settling the arrangements to be made as to the person with whom the child is to live under section 8 of the Children Act 1989 amended by Children and Families Act 2014. Section 14A of the Children Act 1989 defines a 'special guardianship order' as an order appointing one or more individuals to be a child's special guardian (or special guardians). This includes children who appear to (in the view of Cheshire East) have been in state care outside of England and ceased to be in state care as a result of being adopted.

2) **Siblings** – pupils with brothers or sisters, step-brothers or step-sisters, foster brother or sisters, half-brothers or half-sisters, adopted brothers or adopted sisters living together as part of one household (for the majority of the school week) already attending the preferred school (in years *Reception* through to *Year 10*) and expected to continue at the school in the following school year (i.e., at the time of admission).

3) **Children resident within the designated catchment area of the school.** Children will be classed within this criterion if they and their parent(s) are resident within the area served by the school.

4) **Children attending a school nominated as a feeder primary school for admissions purposes** (Applies to Secondary Schools only). See appendix 1.

5) **Pupils living nearest to the school** measured using the National Land and Property Gazetteer (NLPG) which measures straight line distances in miles from the school's co-ordinate point to the place of the child's residence co-ordinate point.

Where a school cannot accommodate all pupils qualifying under one of the criteria stated above, the next criterion will be applied to determine priority for admission. For example, if a school cannot accommodate all *children resident within the catchment area (criterion 3)*, the priority will be in the order of:

- Resident in the catchment area (criterion 3) attending a feeder school (4) and living nearest to the school (5)
- Resident in the catchment area (criterion 3) not attending a feeder school (4) and living nearest to the school (5)

All applicants within each criterion will be put into a distance order with priority being given to those that live nearest to the school, as stated in criterion 5. Where there are a limited number of places, and the Local Authority cannot differentiate between the applications using the distance criterion (criterion 5) a random allocation tie-breaker will be applied. This may be required, for example, where applicants reside in the same block of flats.

Notes:

Previously Cared for Children

For previously looked after (also known as Cared for) children (criterion 1) we may request relevant documentation such as the adoption order or special guardianship order and written correspondence from the local authority that last looked after the child confirming that he or she was looked after immediately prior to that order being made.

Residency

The Local Authority will accept applications from families resident in the United Kingdom, and from outside the United Kingdom. For the normal admissions round applications will be considered on where the child is residing on the date published for receipt of supporting documentation. In-year applications will be processed on where the child is resident at the time of the application.

Children will be considered within criterion (3) if they and their parent(s) are resident on the date published for the receipt of supporting documentation (section 16 Key Dates). Supporting information may be requested to verify the place of residence. To ensure a fair process, checks may be undertaken with other Council Services including Council Tax records and Electoral Roll.

The only exception to this is for children of UK service personnel (UK Armed Forces) where a Unit postal address or quartering area address will be accepted in advance of a move into the area, subject to official written confirmation of the address and relocation date. Preferences for the catchment area school for the confirmed address will be considered under criterion (3) unless a higher criterion is applicable.

Feeder Primary Schools

Children eligible for priority due to their attendance at a named feeder primary school (criterion 4) will only remain eligible for this priority whilst on roll at the primary school. If the child leaves the school, including transferring to high school, this priority within the oversubscription criteria will no longer apply.

Definition of a 'Parent'

In this policy and in education law, the definition of a 'parent' includes a natural or adoptive parent of the child (regardless of whether the child lives with them, has contact with them, or they have parental responsibility for the child). It also includes a person who is not a natural or adoptive parent of the child, but who has care of and/or parental responsibility for the child.

5 PARENTS WITH SHARED RESPONSIBILITY FOR A CHILD

- 5.1 Only one application can be made for each child. Parents that share responsibility should agree between them who will apply.

Where parents have shared responsibility for a child the place of residency will be determined as the address where the child lives for the majority of the week (e.g., where the child wakes up between Monday to Friday). The Local Authority may request full details to be submitted in writing to enable the Local Authority to determine which address will be used for the purpose of admission. A panel of officers will consider the information provided.

Examples of other evidence and information that may be considered:

- Details of how the child splits their time between the two addresses.
- Court orders or other legal documents.
- Where Child Benefit is claimed.
- Where the child is registered for GP purposes.
- The address the current nursery/pre-school or Primary school have on their records.

Where both parents have parental responsibility, the local authority is unable to resolve or take sides in disputes. Instead, parents are required to resolve matters between themselves, and, where this is not possible, seek a resolution through the courts.

6 CHILDREN OF MULTIPLE BIRTHS

- 6.1 For children of multiple births, exceptionally it may be necessary to offer places over the published admission number to ensure that siblings (i.e., twins, triplets, or children from other multiple births) can attend the same school. This is in accordance with the School Admission (Infant Class Size) Regulations 2012 where additional children may only be admitted under limited exceptional circumstances. These children will remain an 'excepted pupil' for the time they are in an infant class or until the class numbers fall back to the current infant class size limit.

7 MOVING HOUSE

- 7.1 Parents must inform the Local Authority immediately of a change of address, even if details of a future change of residency were on the application. The Local Authority will require evidence to show that the place of residency has changed as follows:
- A letter from the solicitor confirming the completion date.
 - A signed rental agreement showing the start of the tenancy (in accordance with the arrangements set out in the Local Authority's Coordination Scheme)
- 7.2 The Local Authority may request further information including copies of utility bills. Other information may be required, such as evidence of disposal of previous property. Information will be verified by officers using Council Tax records. Proof that the child now resides at the new property may be required.
- 7.3 For applications made as part of the normal admission round, (e.g., reception and year 7 in September) information and supporting evidence must be received by the dates stated in these arrangements. Satisfactory confirmation of residency at the property will result in the application being considered on the new address. Proof of residency received after the published dates will not be used to process the application but will be used to send the decision letter/e-mail on the published offer date.

8 WAITING LISTS

- 8.1 Waiting lists for the normal admission round will be held until the 31 December. They will be held in line with the published oversubscription criteria and not on a 'first come, first served' basis. Placing a child's name on a waiting list does not affect the right of appeal. Waiting lists for oversubscribed schools will include those children whose parents have requested in writing (including e-mail) that they be placed on the waiting list, along with new applicants and those for whom an appeal has been received. Vacancies will be re-allocated to children held on the school's waiting list in line with the dates published.

9 LATE APPLICATIONS – NORMAL ADMISSION ROUND ONLY

- 9.1 Applications, changes of preference and supporting documentation received after the dates specified will be considered late. Late applications will be considered after all on-time applications unless the Local Authority considers that there are good reasons for the application being late, which must be stated at the time of application. Reasons such as exceptional medical reasons preventing an earlier application, or a late house move into the area will be considered and supporting documentation must be provided. Where supporting documentation has been received by the dates specified and the Local Authority has accepted reasons stated for the late application, the application will be considered as if it had been received on-time. Late applications may be disadvantaged.

10 ACCEPTING AND DECLINING PLACES

- 10.1 All parents will be required to **accept or decline** the school place offered by the published dates. The Local Authority reserves the right to withdraw places not accepted by this date. If the Local Authority does not receive a response by the date specified in that first correspondence, a reminder letter or email will be sent with a second opportunity to respond, giving a deadline of a further 5 days. This will include notification that if no response is received to that reminder, the school place will be withdrawn.

11 RIGHT OF APPEAL

- 11.1 Parents who are not offered a place for their child at a preference school have a right of appeal to an independent appeals panel. Parents can appeal for each school for which admission has been refused, by the dates published. For appeals against decisions on preferences for community and voluntary controlled schools, forms are available on the Local Authority's website. Paper forms can be requested. Outside the normal admissions process, completed forms should be returned to the Local Authority within 20 school days from the date of notification that the application for admission was unsuccessful.

12 REPEAT APPLICATIONS

- 12.1 Repeat applications will not usually be considered within the same school year unless the circumstances for the parent or school have changed significantly since the original application was made. Full details must be provided to the Local Authority for consideration.

13 DEFERRED ENTRY AND PART-TIME ATTENDANCE IN RECEPTION YEAR

- 13.1 All children are entitled to a full-time place in Reception in the September following their fourth birthday.

Where a place has been offered:

- a) the child's parents can defer the date their child is admitted to the school until later in the school year but not beyond the point at which they reach compulsory school age and not beyond the beginning of the final term of the school year for which it was made; and
 - b) where the parents wish, children may attend part-time until later in the school year but not beyond the point at which they reach compulsory school age.
- Where parents are considering either of these alternative starting dates, parents are advised to contact the school to discuss.

- 13.2 Parents may decide that their child will not start school until they reach compulsory school age, which is known as 'deferred entry'.

- 13.3 Where parents choose to defer entry until later in the school year, we will hold their place in Reception for a maximum of two terms (until the end of the Spring Term). Places cannot be deferred beyond this point.
- 13.4 Parents may decide that their child will attend school part-time until they reach compulsory school age.
- 13.5 Where parents want to defer their child's entry and/or choose for them to attend school part-time, they should apply for a place in the normal way and, once they have accepted the offer of a place contact the school to discuss.

14 DELAYED ENTRY FOR SUMMER BORN CHILDREN

- 14.1 Children born between 1 April and 31 August are considered “summer born” children under the School Admissions Code and do not reach compulsory school age until 31 August on / following their fifth birthday.
- 14.2 Parents may decide to send their summer born child to school a year later than usual. The child would be admitted into their normal age group (Year 1) unless agreed otherwise. Parents should consider that their child will have missed Reception Year there may not be a place available in Year 1.
- 14.3 Parents may request their child is admitted one year later than usual, outside their normal age group, to Reception. The procedure for making these requests is set out in appendix 2.
- 14.4 Parents are strongly encouraged to make their requests in a timely manner, ideally well ahead of any application deadlines, so that they can obtain a decision in principle which will enable them to make informed decisions on school preferences when they apply for admission. Requests will be dealt as set out in appendix 2.

If the choice is made to delay entry until the following September (A year below the normal age group) the following should be considered:

- Any secondary school the child moves to will not be obliged to continue to educate them outside of their normal year group.
- If the child does remain out of their normal year group in secondary school, they will reach statutory school leaving age before they have completed their secondary education.

Parents are advised to read the Department for Education Guidance for parents: [Summer born children starting school: advice for parents](#)

15 ADMISSION OF CHILDREN OUT OF THEIR NORMAL AGE GROUP

- 15.1 Parents have a right to request that their child is admitted to a year group other than their normal year group at a school. This may be to a year group below or above, and there may be any number of reasons for making this request. Parents do not have a right to decide that their child will be admitted outside their normal age group.
- 15.2 Parents should make their requests to the local authority in writing.
- 15.3 Requests for admission outside normal age group are not applications for admission, which must still be made in the usual way. Parents are strongly encouraged to make their requests in a timely manner, ideally well ahead of any application deadlines, so that they can obtain a decision in principle which will enable them to make informed decisions on school preferences when they subsequently apply for admission. A separate request must be made to the Local Authority for each school being considered.
- 15.4 A Panel of Officers will consider whether to agree the request in principle, or refuse the request as set out in appendix 2.

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16 KEY DATES

Process	Secondary Transfers	Primary Admissions
Application process starts	1 September 2025	1 September 2025
Closing date for applications	31 October 2025*	15 January 2026*
Preferences forwarded to other LAs	14 November 2025	5 February 2026
Preferences forwarded to Academies, Free, VA and Foundation Schools	21 November 2025	13 February 2026
Deadline for receipt of supporting documentation	5 December 2025	16 February 2026
Academies and Free Schools, VA and Foundation Schools to respond	12 December 2025	6 March 2026
Provisional allocations of places at Cheshire East schools sent to other LAs for their residents	Around 16 January 2026	Around 13 March 2026
Responses to other LAs on potential offers of places in their schools for Cheshire East residents (so far as possible)	23 January 2026	20 March 2026
Allocations to be finalised	6 February 2026	27 March 2026
Offers released	2 March 2026**	16 April 2026**
Deadline for accepting or declining places	16 March 2026	30 April 2026
Waiting lists prepared, late applications processed and vacancies allocated. Waiting lists will be held in criteria order. Parents offered places on this basis will be required to accept or decline the place offered within 10 school days.	After 16 March 2026	After 30 April 2026
Appeals Application Deadlines	30 March 2026	15 May 2026
Appeal Hearings	By 15 June 2026	By 17 July 2026
Appeal Hearings – late Applications	Within 40 school days of deadline where possible, or 30 school days of appeal being lodged	
Appeal Applications – ‘In Year’ Admissions	Within 20 school days from the date of notification that the application for admission was unsuccessful.	
Appeal Hearings – ‘In Year’ Applications	Within 30 school days of appeal being lodged	Within 30 school days of appeal being lodged
Please note: Deadline for Admission Authorities to publish Appeal Timetables on their website	28 February of relevant year	

* National closing date for applications

** In accordance with the School Admissions Code 2021, offers must be made on National Offer Day (1 March for secondary transfer, and 16 April for primary admissions **or the next working day**).

Appendix 1 – Feeder/Partner Primary Schools

Ruskin Community High School	Wilmslow High School
Edleston Primary School Gainsborough Primary and Nursery School Pebble Brook Primary School	Alderley Edge Community Primary School Ashdene Primary School Gorsey Bank Primary School Handforth Grange Primary School Lacey Green Primary Academy Lindow Community Primary School Nether Alderley Primary Academy St Anne's Fulshaw C of E Primary School Styal Primary School The Wilmslow Academy

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Appendix 2 - Cheshire East's process for requesting Admission of Children Out of their Normal Age group, in line with statutory guidance provided by the DfE:

1. **Parent** contact headteachers of preferred school(s) to discuss a potential request. Parents are advised to share information about their child and the reasons for the potential request to assist the Headteacher in providing a professional view.
2. **Parent** requests admission outside normal age group to the local authority including evidence to support their request.
3. **The Local Authority** will make a decision based on the circumstances of each case and in the best interests of the child concerned, taking into account the parents' views, information about the child's academic, social and emotional development, the child's medical history and the views of their medical professionals, whether they have previously been educated or attended nursery out of their normal age group, and whether they may naturally have fallen into a lower age group, if it were not for being born prematurely. We will consider the views of the Headteacher of the School and, where provided, the Headteacher of any current or previous school. This is not an exhaustive list, and parents may put forward any matters for the Panel to consider.
4. **The Local Authority** will notify parent(s) of the outcome of their request formally in writing, explaining its reasons in sufficient detail for parents to understand why it came to that decision. Where the request is agreed in principle, this letter should accompany the application for admission subsequently made for a place at the school.
5. Agreement to admissions outside normal age group does not guarantee a place at the preferred school. Applications will be considered in line with the oversubscription criteria within these Admissions Arrangements. Parents have a statutory right to appeal against the refusal of a place at a school for which they have applied. This right does not apply if they are offered a place at the school, but it is not in their preferred age group. Parents do not have a right of appeal against a refusal of a request for admission outside normal age group.

For summer born children:

If the request is approved

- Local authority notifies parent.
- parent withdraws application for reception place for chronological year group, if an application has already been made.
- parent can then apply for reception places the following year.

If the request is rejected - admissions authority notifies parent and provides reasons for rejection.

- parent decides whether to accept reception place for chronological year group if one has been offered, or delay child's start until following September and apply for a Year 1 place that year.
- parent rejects offer of reception place if offered in their chronological year group - child does not attend school for the year and parent must apply for a Year 1 place.
- parent accepts reception place if one has been offered for the chronological year group - child starts school in reception in their correct cohort.

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Appendix 3 – Published Admissions Numbers (PANs) for 2026 Community and Voluntary Controlled Schools

Primary Schools	School Status	PAN 2025	Capacity Indicative Admission Number	PAN Change for 2026
*Alderley Edge Community Primary School	Community	30	29	
Ashdene Primary School	Community	60	60	
Beechwood Primary School and Nursery	Community	45	52	60
Bickerton Holy Trinity CE Primary School	Voluntary Controlled	20	20	
Bollington Cross CE Primary School	Voluntary Controlled	25	25	
Brierley Primary School	Community	30	30	
Buglawton Primary School	Community	30	29	
Chelford CE Primary School	Voluntary Controlled	13	12	
*Cledford Primary School	Community	60	60	
Dean Valley Community Primary School	Community	30	30	
Edleston Primary School	Community	30	30	
Elworth CE Primary School	Voluntary Controlled	60	60	
*Gainsborough Primary & Nursery School	Community	60	60	
Goostrey Community Primary School	Community	30	29	
Havannah Primary School	Community	30	30	
High Legh Primary School	Community	30	30	
Hurdsfield Community Primary School	Community	25	25	
Lindow Community Primary School	Community	30	30	
Mablins Lane Community Primary School	Community	90	90	
Middlewich Primary School	Community	60	60	
Mobberley CE Primary School	Voluntary Controlled	30	30	
Rainow Primary School	Community	28	25	
Rode Heath Primary School	Community	30	30	
Scholar Green Primary School	Community	30	30	
Sound and District Primary School	Community	19	19	21
St Anne's Fulshaw, CE Primary School	Voluntary Controlled	19	19	
Styal Primary School	Community	17	17	
The Dingle Primary School	Community	60	60	
Vernon Primary School	Community	50	52	55
Vine Tree Primary School	Community	30	30	
Weaver Primary School	Community	30	30	
Wrenbury Primary School	Community	20	20	

Secondary Schools	School Status	PAN 2025	Capacity Indicative Admission Number	PAN Change for 2026
Ruskin Community High School	Community	140	133	
Wilmslow High School	Community	360	360	

NOTE* This indicates schools that have Applied to the Department for Education to convert to Academy Status. If the schools have not converted to Academy status by 28 February 2025, then arrangements determined by the Local Authority shall continue to apply.

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Cheshire East

TOGETHER for Children and Young People

Together we will make Cheshire East a great place to be young

Local Authority Co-ordinated Admissions Scheme
from September 2026

1 September 2025



Contents

1.	BACKGROUND	3
2.	NORMAL ADMISSION ROUND – GENERAL INFORMATION.....	3
3.	NORMAL ADMISSION ROUND APPLICATION PROCESS	6
4.	CHANGING PREFERENCES IN THE NORMAL ADMISSION ROUND	8
5.	PROCESSING APPLICATIONS FOR THE NORMAL ADMISSION ROUND	8
6.	NOTIFYING PARENTS OF DECISIONS	9
7.	LATE APPLICATIONS	9
8.	MOVING HOUSE	10
9.	ACCEPTING AND DECLINING PLACES	10
10.	WAITING LISTS.....	10
11.	ADMISSIONS APPEALS	11
12.	‘IN YEAR’ ADMISSIONS - APPLICATION PROCESS	11
13.	PROCESSING APPLICATIONS	13
14.	WAITING LISTS.....	14
15.	‘IN YEAR’ APPEALS.....	14
16.	DEFINITION OF RELEVANT AREA	14
17.	KEY DATES.....	15
18.	GLOSSARY	16

LOCAL AUTHORITY COORDINATED ADMISSIONS SCHEME 2026-27

1. BACKGROUND

- 1.1 This scheme applies for admission for school year starting September 2026.
- 1.2 The scheme meets the requirements for co-ordinating admission arrangements under The School Admissions (Admission Arrangements and Co-ordination of Admission Arrangements) (England) Regulations 2012, made under the School Standards and Framework Act 1998 (SSFA/98), for the area of Cheshire East Council (the Local Authority).
- 1.3 This coordinated scheme applies to all publicly funded schools in Cheshire East and to preferences expressed by Cheshire East parents, including applications for schools in other Local Authorities. This scheme does not apply to applications for special schools, independent schools, University and Technical Colleges or Studio Schools.
- 1.4 Parents making applications as part of the normal admission round for publicly funded schools in other authorities with a different age of transfer (i.e. middle and upper schools) are included within these arrangements.
- 1.5 The Local Authority will accept applications from families resident in the United Kingdom, and from outside the United Kingdom. For the normal admissions round applications will be considered on where the child is residing on the date published for receipt of supporting documentation. In-year applications will be processed on where the child is resident at the time of the application.
- 1.6 For families of UK service personnel (UK Armed Forces) where a Unit postal address or quartering area address will be accepted in advance of a move into the area, subject to official written confirmation of the address and relocation date. This is in accordance with the School Admissions Code (2021, paragraph 2.21).
- 1.7 In most cases, children arriving from overseas have the right to attend schools in England. It is the responsibility of parents to check that their children have a right, under their visa entry conditions, to study at a school. Parents of overseas nationals entering the UK, who wish to apply for a state-funded school place, should check that they have a right of abode or that the conditions of their immigration status otherwise permit them to access a state-funded school.

2. NORMAL ADMISSION ROUND – GENERAL INFORMATION

- 2.1 Section 86 of the SSFA/98 provides that local authorities must make arrangements for parents to express a preference as to the school they wish their child to be educated at. In this policy and in education law, the definition of a 'parent' includes a natural or adoptive parent of the child (regardless of whether the child lives with them, has contact with them, or they have parental responsibility for the child). It also includes a person who is not a natural or adoptive parent of the child, but who has care of and/or parental responsibility for the child.

- 2.2 All parents of pupils **resident** in the area administered by Cheshire East Council will be required to make their application on the common application form available from this Local Authority (as the 'home' authority). Applications for places sent directly by parents to individual maintained schools cannot be accepted and parents will be advised to contact their 'home' authority. Parents seeking places at independent (i.e. fee paying) schools must apply direct to the school.
- 2.3 For community and voluntary controlled schools, in its role as the admission authority, Cheshire East Council is responsible for determining who can be allocated a place in accordance with its published admission arrangements.
- 2.4 For academies, free, voluntary aided, foundation and trust schools, decisions on applications will normally be made by the governing board. The exception to this will be where the governing board has made arrangements for another body to consider the application and to determine by reference to the school's admission criteria if a place can be allocated.
- 2.5 For applications for schools outside Cheshire East, the relevant local authority will be responsible for coordinating decisions on applications through liaison, where relevant, with admission authorities in its area.
- 2.6 The Local Authority will collate all admission arrangements in its composite prospectus and publish on the Local Authority's website. A hard copy of the agreed admissions arrangements will be available on request from the Admission Authority of the relevant school(s).
- 2.7 All preferences made in accordance with the Local Authority's arrangements will be met except where this would prejudice the provision of efficient education or the efficient use of resources e.g., normally where the year group in question is full. The duty to comply with parental preference is, however, removed for a period of two years where the child has been permanently excluded from two or more schools from the date on which the latest exclusion took place.
- 2.8 If the pupil is a Cheshire East resident and Cheshire East Council is not able to offer any of the preferences stated on the application form a place will normally be allocated at the nearest Cheshire East school with a vacancy using the National Land and Property Gazetteer (NLPG) which measures straight line distances in miles from the school's coordinate point to the place of the child's residence coordinate point. This will include allocating vacancies at academies, free, voluntary aided, foundation and trust schools in liaison and agreement with the governing boards of these schools.
- 2.9 Where a preference has been received for a child resident in another local authority and a place cannot be offered, Cheshire East Council will not allocate an alternative place.
- 2.10 Written offers will be made by Cheshire East Council to residents in its area, in its role as the home authority, on behalf of the admissions authority for the school allocated as follows:

Admissions authority	Category of school
Cheshire East Council	All community and voluntary controlled schools in Cheshire East
Maintaining Local Authority	All non-Cheshire East community and voluntary controlled schools.
Governing Board of the school	Academies, free, voluntary aided, foundation and trust schools

- 2.11 In the normal admissions round, offers of primary and secondary places must be sent by the home local authority and schools must not contact parents about the outcome of their applications until after these offers have been received. Admission authorities must not provide any guarantees to applicants of the outcome of their application prior to the formal notification of any offers of a place in a suitable school by the home local authority. Schools must not notify parents that a place has become available but must inform their maintaining local authority in order that an offer can be made by the home authority.
- 2.12 A governing board, in its role as the admission authority for a school, **must** comply with the following procedures:
- a) Determine or make arrangements for another body (including the maintaining local authority) to determine by reference to the school's admissions criteria the order of priority in which each application for the school is ranked;
 - b) To notify their maintaining local authority of their determination or arrange for the body appointed by them to notify the Local Authority on their behalf.
- 2.13 Parents will be informed in writing of their legal right of appeal against any decision not to offer them a place at a school stated as a preference on their application form. Further information on the appeals process will be available on the Local Authority's website and by contacting the Local Authority or relevant admission authority.
- 2.14 Parents can appeal in respect of each school for which admission has been refused. All appeals should be sent to the admission authority for the school for which admission has been refused.
- 2.15 Waiting lists, where held, will be in criteria order and not on a 'first come, first served' basis. Placing a child's name on a waiting list does not affect the right of appeal. Waiting lists will be held for all schools until the 31 December in the normal year of admission. Waiting list arrangements implemented after 31 December will be determined by individual admission authorities. For community and voluntary controlled schools, waiting lists will be closed at this point.

- 2.16 Repeat applications will not usually be considered within the same school year unless the child's or the school's circumstances have changed significantly since the original application was made. Full details of the change of circumstances must be provided for consideration by the Local Authority.

3. NORMAL ADMISSION ROUND APPLICATION PROCESS

- 3.1 Children reach compulsory school age at the beginning of the term following their 5th birthday. Under the Local Authority's policy, children may start school in the reception class in the September following their 4th birthday. For transfer to secondary, children will usually transfer at the beginning of the autumn term following their eleventh birthday.
- 3.2 Parents can request that the date their child is admitted to the primary school is deferred until later in the school year or until the child reaches compulsory school age in that school year. Applications for deferred admissions must be made by the published closing date. Parents will not however, be able to defer admission beyond the academic year for which the original application was accepted or beyond the beginning of the term after the child's fifth birthday.
- 3.3 There is no statutory barrier to children being admitted outside their normal year group. Paragraph 2.17 of the School Admissions Code (2021) enables a parent to request that their child is admitted outside of their normal age group, providing flexibility for children whose parents do not feel they are ready to begin school before they reach compulsory school age.

Admission authorities are responsible for making the decision on which year group a child should be admitted to but are required to make that decision based on the circumstances of the case. If parents are requesting delayed admission until the following year, an application must be submitted in accordance with the dates published for that application round (e.g., if requesting delayed entry until September 2026, an application must be made from September 2026).

Children born from 1st April to 31st August are "summer born children" and reach compulsory school age in the September following their fifth birthday. Parents of these children may request admission to the reception class in the September after their fifth birthday. Parents should follow the relevant admission authority's policy in relation to educating children out of their normal year group. Parents are advised to read the Department for Education Guidance for parents.

- 3.4 Requests can be made for early or late transfer to secondary school. Parents considering such a request must in the first instance speak to the headteacher of the child's primary school and preferred high school(s).
- 3.5 The application process will commence on **1 September** in the year preceding the admission year.
- 3.6 The common application form will invite parents to express 3 school preferences ranked in order of priority. Parents may give reasons for their preferences and may provide any additional documents in support of their preference(s).
- 3.7 The child's place of residence will be the address of the parent with whom the child is permanently resident on the date published for the receipt of supporting

documentation. Supporting information may be requested to verify the place of residence. To ensure a fair process, administrative checks may be undertaken, which will include verifying addresses against Council Tax records.

- 3.8 Where care is shared jointly, the primary carer will be taken to be the parent with whom the child lives for the majority of the week (Monday to Friday), and it is this address that will be used for admissions purposes. If it is not possible to determine which parent is the primary carer, the Local Authority will determine residence based on where the child is registered for purposes of child benefit or (where no benefit is claimed) where the child is registered for GP purposes. Full details must be submitted in writing to enable the Local Authority to determine which address will be used and a panel of officers will consider the information provided. Local authorities can only make one offer per child (School Admissions Code, 2021 paragraph 2.12 (a)), therefore, where parents are unable to reach an agreement and more than one application is submitted, the Local Authority will process the application of the parent who is the primary carer.
- 3.9 Parents should submit the completed application form to this Local Authority by the statutory closing dates.
- 3.10 Parents are asked to provide details of any siblings attending the preferred school at the time of application and who will be attending at the time of admission, details of the current school attended and the length of time resident at the address provided.
- 3.11 If a parent expresses a preference for a school designated as having a religious character (faith school) they will be asked to state the religious denomination of their child on their application form. Parents will be advised to contact the school as they may also be required to complete a Supplementary Information Form (SIF). Forms will be available from the school. SIF's will request information in addition to that provided on the common application form. Such request must be made in accordance with paragraphs 2.4 of the School Admissions Code (2021). Examples of additional information that can lawfully be requested include membership of, or relationship with the church, or a reference from a priest or other religious minister as proof of religious commitment.
- 3.12 All preferences will be considered on the basis of the **equal preference model** for allocating places, in accordance with legal requirements. This means that in the first instance, all preferences will be considered against the relevant published oversubscription criteria **only**, i.e. without reference to the preference ranking. Thereafter, where a pupil can potentially be allocated more than one school place stated on the application form, the **single offer**, determined by the home local authority, will be for the school ranked highest by the parents.
- 3.13 Preference ranking will not be shared with admission authorities in accordance with paragraph 2.7 of the School Admissions Code 2021 as this cannot lawfully be used when applying oversubscription criteria.
- 3.14 Where a school receives a supplementary information form, this Local Authority will not consider it to be a valid application unless the parent has also listed the school on their home LA's Application Form, Supplementary information forms should be returned direct to the school concerned.

- 3.15 When a parent has submitted their application on the common application form but has not also submitted a supplementary information form (where relevant), the admission authority must nevertheless consider the application in accordance with legal requirements. Where a SIF has been received the admission authority must be proactive in ensuring that there is an application, in order for the preference to be considered. In circumstances, where a SIF has not been completed the application will be assessed on the basis of the information submitted to the governing board on the home local authority's common application form.
- 3.16 For secondary transfer only, the Local Authority will have records for all children resident within its area who attend Cheshire East primary schools. In order to make sure where possible that all resident pupils are included in the co-ordinated admissions process, this Local Authority will also request data from neighbouring authorities.
- 3.17 The Local Authority's composite prospectus will be available on its website no later than 12 September. Hard copies will be available on request from the Local Authority.
- 3.18 The composite prospectus will include information on the application process including key dates, a copy of the common application form, details of Cheshire East schools and allocation data relating to applications for the previous year.

4. CHANGING PREFERENCES IN THE NORMAL ADMISSION ROUND

- 4.1 After the closing date for applications, the Local Authority will not accept a change of preference unless it is satisfied that there is a genuine reason for doing so, such as a recent house move. Full details must be provided to the Local Authority for consideration and by the published deadline for receipt of supporting information.
- 4.2 Any parent wishing to change a preference after the closing date for applications without a genuine reason for doing so in the opinion of the Local Authority will be advised that the application will be treated as a late application.
- 4.3 For a recent house move, evidence such as a letter from the solicitor confirming the completion date or a signed rental agreement* showing the start of the tenancy will be required. Further confirmation may also be required including evidence of disposal of previous property and recent utility bills to confirm the actual place of residency. *A signed rental agreement must cover the date published as the deadline for receipt of supporting information.
- 4.4 A panel of officers will consider information presented in support of the late change of preference. The parent will be notified of the decision.

5. PROCESSING APPLICATIONS FOR THE NORMAL ADMISSION ROUND

The following actions will be implemented in accordance with the dates published.

- 5.2 Cheshire East Council will exchange applications for schools in the areas of other English local authorities and will provide details of applications to its own admissions authority schools for consideration.

- 5.3 Cheshire East own admission authority schools will provide the Local Authority with details of pupils in criteria order under its admissions criteria.
- 5.4 Cheshire East Council will inform other local authorities of offers to be made to pupils resident within their boundaries and request details of offers they will be making to Cheshire East residents.
- 5.5 Places will normally only be offered up to the published admission number (PAN), which applies to the normal year of entry. A child cannot be refused admission to the normal year of entry on the grounds of prejudice to the provision of efficient education and efficient use of resources unless the PAN has been reached. For admission to year groups other than the normal point of entry, it is expected that the admission number will continue to be applied. However, if circumstances have changed since the year of entry, a place may be refused even if the admission number has not been reached.
- 5.6 Admission authorities that intend to admit above the PAN where it is considered that further admission/s would not have a detrimental effect on the school, should notify the Local Authority at an early stage to enable the local authority to deliver its coordination responsibilities effectively.

6. NOTIFYING PARENTS OF DECISIONS

- 6.1 Cheshire East Council will send the parents of pupils who reside in Cheshire East written confirmation of the decision on the application. This will include offers for places in Cheshire East schools and schools in other local authorities. Where online applications have been received, the parent making the online application can log on to their online account on the published date to view the school place offered and will also receive their offer by e-mail. Offers confirmed by letter will be sent out on the published offer day by second class post.

7. LATE APPLICATIONS

- 7.1 Applications received after the closing date will be recorded as 'late' and considered after all on-time applications unless the Local Authority confirms that the reasons presented in support of the late submission justify the application being considered alongside on-time applications. Reasons can include exceptional medical reasons preventing an earlier application or late move into the area. Reasons must be presented at the time of application and supporting documentation **must** be provided, which must be received by the dates specified.
- 7.2 For a recent house move, evidence such as a letter from the solicitor confirming the completion date or a signed rental agreement* showing the start of the tenancy will be required. Further confirmation may be required including evidence of disposal of previous property and recent utility bills to confirm the actual place of residency.
*Evidence must cover the dates published as the deadline for receipt of supporting information.

- 7.3 Where medical reasons prevented an earlier application, a letter of confirmation from a medical practitioner will usually be required.
- 7.4 Late applications received after the published deadline for the receipt of supporting information are likely to be classed as late and processed after all on-time applications unless there is an exceptional reason for the late submission, for example, a child that has recently come into local authority care where a previous application had not been made.
- 7.5 Late applications will be processed at the time waiting lists are prepared and in accordance with the dates published.

8. MOVING HOUSE

- 8.1 Parents must inform the Local Authority immediately of a change of address, even if details of a future change of residency were included on the application form. The Local Authority will require supporting evidence to show that the place of residency has changed. This should include a letter from the solicitor confirming the completion date or a signed rental agreement showing the start date of the tenancy. Any rental agreement must include residency on the date published as the deadline for receipt of supporting information. Further information may be requested to confirm residency, for example, recent utility bills or evidence of disposal of previous property. Proof that the child now resides at the new property may be required.
- 8.2 Proof of residency received after the deadline for the receipt of supporting information will not be used to assign a higher criterion for admission but will be used to send the decision on the published offer date.

9. ACCEPTING AND DECLINING PLACES

- 9.1 Parents will be required to **accept or decline** the school place offered by the dates published in part two of these arrangements. The Local Authority reserves the right to withdraw places not accepted by this date. If the Local Authority does not receive a response by the date specified in that first correspondence, a reminder letter or email will be sent with a second opportunity to respond, giving a deadline of a further 5 days. This will include notification that if no response is received to that reminder, the school place will be withdrawn.
- 9.2 For late applications notified after the offer date parents will be required to accept the place offered within **10 working days** of the date of the offer.

10. WAITING LISTS

- 10.1 Waiting lists for oversubscribed schools will consist of those children whose parents have requested in writing (including e-mail) that they be placed on the waiting list, along with late applicants and those for whom an appeal application has been received. Waiting lists will be held in criteria order and not on a first come first served basis.

- 10.2 Vacancies will be re-allocated to children on the school's waiting list in line with the dates published in these arrangements.
- 10.3 After the start of the school term in September, all admission authorities will hold up-to-date information on waiting lists until the 31 December. After this date the Local Authority will no longer hold waiting lists for schools for which it is the admission authority. Other admission authorities that have published that they will continue to hold waiting lists after this date will be responsible for maintaining their waiting lists in accordance with their own published admission arrangements.

11. ADMISSIONS APPEALS

- 11.1 The application decision letter/e-mail will explain the parent's right of appeal and how appeals may be made. Applications for appeal should be received by the dates published.
- 11.2 Parents can appeal for each school for which admission has been refused.
- 11.3 Appeals against decisions notified after the published offer day will be heard within 40 days of the published appeals deadline where possible, or if received too late, within 30 school days of the appeal being lodged.
- 11.4 Appeals for late applications should be received within 20 school days from the date of notification that the application was unsuccessful.
- 11.5 All appeal applications should be sent to the admission authority for the school for which admission has been refused.

12. 'IN YEAR' ADMISSIONS - APPLICATION PROCESS

- 12.1 'In year' applications are those made during the school year into any year group other than the normal point of entry (i.e. normal admission round). This will include applications from parents of children moving into Cheshire East from another local authority's area, moving within Cheshire East, or seeking to transfer to an alternative school for other reasons. Where schools have chosen not to participate in the Local Authority Co-ordinated Scheme this will be published on the Cheshire East website,
- 12.2 Parents seeking Cheshire East school places 'in year' will be required to complete the Cheshire East Council 'in year' application form. Forms are available on the Council's website and in hard copy on request, applications can be made over the telephone on 0300 123 5012.
- 12.3 Parents will be advised to contact their preferred school to progress their application.
- 12.4 Parents will be invited to provide information in support of their application. Application details will be shared with the relevant schools/admission authorities if in the area of Cheshire East Council.

- 12.5 Parents will be asked to provide details, where applicable, of any siblings attending the preferred school at the time of application and who will be attending at the time of admission, details of the current school attended and the length of time resident at the address provided.
- 12.6 Personal data including that of sensitive nature (including special category information) provided for the purpose of school admissions will be held in accordance with the General Data Protection Regulations and its principles. Details of which are published on the Council's website under "[Data Protection](#)". In order that applications can be processed in accordance with parents' wishes, personal information may be shared within the Local Authority, with other relevant local authorities and with relevant schools. Relevant local authorities include the home local authority (where resident) and local authorities where the schools named on the application form are located; relevant schools include the schools listed as preferences and the current or most recent school. Full details of the way your data is stored and used can be found in the Council's Privacy Notice, which can also be found on our [website](#).
- 12.7 To ensure that a place is offered at a suitable school as quickly as possible, some applications will be processed in accordance with the Local Authority's Fair Access Protocol. The operation of Fair Access Protocols is outside the arrangements of co-ordination and is triggered when a parent of an eligible child has not secured a school place under in-year admission procedures. Parents will receive full information before this procedure is implemented. The Local Authority's Fair Access Protocol: agreed in partnership with the headteachers of both primary and secondary schools, will not affect the parent's right to express preferences for schools of their choice or to challenge unsuccessful applications through the appeals process. Permanently excluded pupils ready to be admitted into a new school will be offered admission under the Fair Access Protocol. Information about the process is published on the Council's website.
- 12.8 If a parent expresses a preference for a school designated as having a religious character (faith school) they will be asked to state the religious denomination of their child on their application form. Parents may be required by the school to complete a supplementary information form. Forms will be available from the school. Supplementary information forms (SIFs) will request information in addition to that provided on the common application form. Such request must be made in accordance with paragraphs 2.4 of the School Admissions Code (2021). Examples of additional information that can lawfully be requested include membership of, or relationship with the church, or a reference from a priest or other religious minister as proof of religious commitment.
- 12.9 The Local Authority will publish on its website information on vacancies in Cheshire East publicly funded schools.
- 12.10 Parents seeking a transfer to an alternative school for reasons other than a house move will be strongly advised to discuss the proposed transfer with the current school before submitting an application.
- 12.11 The Local Authority will maintain up-to-date records of applications and their outcomes through liaison with schools.
- 12.12 Parents can apply online, by telephone or by hard copy application form.

- 12.13 Parents making applications for schools in other local authorities' areas will be advised to contact the relevant local/admission authority for advice about their own application process.
- 12.14 Applications will not normally be accepted more than 6 school weeks prior to the intended date of admission. An exception to this is where an application is made during the summer term, for admission at the beginning of the following September. In this case, applications will be accepted up to 8 school weeks prior to intended date of admission.

13. PROCESSING APPLICATIONS

- 13.1 All applications should be processed within no more than 10 school days from the receipt of application. Different timescales will apply to applications processed in accordance with the Local Authority's Fair Access Protocol.
- 13.2 Where there are spaces in the relevant year group a place will normally be offered to the parent.
- 13.3 If the year group in question is full, a decision to refuse admission will be made by the admission authority.
- 13.4 Where a school is oversubscribed, the admission authority will rank the applications in accordance with their published oversubscription criteria.
- 13.5 Decisions will be confirmed in writing to the parent by the admission authority and the letter/e-mail will include information about the legal right of appeal and a start date, where relevant.
- 13.6 Where a preference has been unsuccessful, written correspondence will confirm the decision on the application and will advise the parent to contact the Local Authority for advice about alternative schools with vacancies.
- 13.7 Written correspondence confirming offers will advise the parent to contact the school to accept or decline the school place within no more than 10 school days from the offer date.
- 13.8 Where a school feels that further admissions can be agreed on the basis that to do so will not result in a breach of infant class size legislation or will not prejudice the provision of efficient education or efficient use of resources, the application must be referred to the admission authority for a decision.
- 13.9 Decisions on applications will be notified to the Local Authority to enable the Local Authority to keep up-to-date records.
- 13.10 Successful applicants will normally be expected to take up their offer of a school place within 10 school days from the offer date.
- 13.11 Repeat applications will not be considered within the same school year, unless the parent's or the school's circumstances have changed significantly since the original application was made. Full details of the change of circumstances must be provided on the application form for consideration.

14. WAITING LISTS

- 14.1 Waiting lists will not be held for community or voluntary controlled schools other than in accordance with legal requirements, which require that they are held up until the 31 December for the normal year of admission (i.e. reception and year 7 admissions). Where waiting lists are held by other admission authorities, children will be added to waiting lists in criteria order and not on a first come first served basis.
- 14.2 For 'in year' waiting lists only, children who are subject of a direction by a local authority to admit, are part of a managed transfer from a closing school or who are allocated to a school in accordance with the Local Authority's Fair Access Protocol will take precedence over those on the waiting list.

15. 'IN YEAR' APPEALS

Appeals should be submitted within 20 school days from the date of notification that the application was unsuccessful.

16. DEFINITION OF RELEVANT AREA

- 16.1 The School Standards and Framework Act 1998 requires each local authority to establish a 'Relevant Area(s)' in which admission authorities must consult regarding their proposed admission arrangements. The Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999 requires local authorities to review and consult on their proposed relevant area every two years.
- 16.2 It is proposed that for individual admission authorities within Cheshire East, the relevant area should be:
- All schools or neighbouring Local Authorities which are within 10 miles for a secondary school and 5 miles for a primary school (primary schools need not consult secondary schools).
 - All other bodies as prescribed within the School Admissions Code

17. KEY DATES

Process	Secondary Transfers	Primary Admissions
Application process starts	1 September 2025	1 September 2025
Closing date for applications	31 October 2025*	15 January 2026*
Preferences forwarded to other LAs	14 November 2025	5 February 2026
Preferences forwarded to Academies, Free, VA and Foundation Schools	21 November 2025	13 February 2026
Deadline for receipt of supporting documentation	5 December 2025	16 February 2026
Academies and Free Schools, VA and Foundation Schools to respond	12 December 2025	6 March 2026
Provisional allocations of places at Cheshire East schools sent to other LAs for their residents	Around 16 January 2026	Around 13 March 2026
Responses to other LAs on potential offers of places in their schools for Cheshire East residents (so far as possible)	23 January 2026	20 March 2026
Allocations to be finalised	6 February 2026	27 March 2026
Offers released	2 March 2026**	16 April 2026**
Deadline for accepting or declining places	16 March 2026	30 April 2026
Waiting lists prepared, late applications processed and vacancies allocated. Waiting lists will be held in criteria order. Parents offered places on this basis will be required to accept or decline the place offered within 10 school days.	After 16 March 2026	After 30 April 2026
Appeals Application Deadlines	30 March 2026	15 May 2026
Appeal Hearings	By 15 June 2026	By 17 July 2026
Appeal Hearings – late Applications	Within 40 school days of deadline where possible, or 30 school days of appeal being lodged	
Appeal Applications – ‘In Year’ Admissions	Within 20 school days from the date of notification that the application for admission was unsuccessful.	
Appeal Hearings – ‘In Year’ Applications	Within 30 school days of appeal being lodged	Within 30 school days of appeal being lodged
Please note: Deadline for Admission Authorities to publish Appeal Timetables on their website	28 February of relevant year	

* National closing date for applications

** In accordance with the School Admissions Code 2021, offers must be made on National Offer Day (1 March for secondary transfer, and 16 April for primary admissions **or the next working day**).

18. GLOSSARY

Admission Authority

The body responsible for setting and applying a school's admission arrangements. For community or voluntary controlled schools, this body is the local authority unless it has agreed to delegate responsibility to the governing body. For foundation or voluntary aided schools, this body is the governing body of the school. For Academies, this body is the Academy Trust.

Admission Arrangements

The overall procedure, practices and oversubscription criteria used in deciding the allocation of school places.

Admission Number (or Published Admission Number – (PAN))

The number of school places that the admission authority must offer in each relevant age group of a school for which it is the admission authority. Admission numbers are part of a school's admission arrangements.

Catchment Area

A geographical area, from which children may be afforded priority for admission to a particular school. A catchment area is part of a school's admission arrangements and must therefore be consulted upon, determined, and published in the same way as other admission arrangements.

Common Application Form

The form parents complete, listing their preferred choices of schools, and then submit to local authorities when applying for a school place for their child as part of the local co-ordination scheme, during the normal admissions round. Parents must be allowed to express a preference for a minimum of three schools on the relevant common application form as determined by their local authority. Local authorities may allow parents to express a higher number of preferences if they wish.

In-Year Admission

An application is an in-year application if it is for the admission of a child to a relevant age group and it is submitted on or after the first day of the first school term of the admission year; or it is for the admission of a child to an age group other than a relevant age group.

Home Local Authority

A child's home local authority is the local authority in whose area the child resides.

National Offer Day

The day each year on which local authorities are required to send the offer of a school place to all parents in their area. Secondary National Offer Day is 1 March (or the next working day). Primary National Offer Day is 16 April (or the next working day).

Normal Admissions Round

The period during which parents are invited to express three preferences for a place at any state-funded school, in rank order on the common application form provided by their home local authority. The deadlines for parental applications of 31 October (for secondary places) and 15 January (for primary places) and offers made to parents on National Offer Day.



Cheshire East
TOGETHER for Children
and Young People

Together we will make Cheshire East a great place to be young

Local Authority Sixth Form Admissions Arrangements
for
Community and Voluntary Controlled Schools from
September 2026

1 September 2025



Contents

Contents..... 1

1. SIXTH FORM ADMISSION ARRANGEMENTS 2

2. PUBLISHED ADMISSION NUMBERS – EXTERNAL CANDIDATES ONLY 2

3. OVERSUBSCRIPTION CRITERIA 3

4. PARENTS WITH SHARED RESPONSIBILITY FOR A CHILD..... 4

5. SIXTH FORM ADMISSION APPEALS 5

6. ACADEMIC ENTRY CRITERIA 6

Appendix 1 – Published Admissions Numbers (PANs) for 2026 Community and Voluntary Controlled Schools 7



1. SIXTH FORM ADMISSION ARRANGEMENTS

- 1.1 The following admission arrangements apply to entry to the Sixth Form of Wilmslow High School only.

Pupils already on roll in the school's own year 11 are not admitted to a school's Sixth Form because they are already on the school roll. They move up to the 6th form from year 11. They can therefore only be refused progression to the sixth form if they fail to meet the academic criteria for progression/entry. Admissions law requires that the same academic criteria must be applied to all pupils, whether they are internal pupils seeking progression/entry or external applicants seeking admission. Schools have the choice of admitting pupils into year 12 or operating a sixth form primarily for pupils already on roll in the school. Wilmslow High School have opted to admit pupils to their sixth forms from other schools.

- 1.2 Applications for admission to the Sixth Form of a Cheshire East school are dealt with by the school in accordance with the published admissions arrangements and not by Cheshire East Council. The schools will not interview pupils or their families for entry to year 12, although meetings may be held to provide advice on options and entry requirements for particular courses.
- 1.3 If a course cannot be run due to low student take-up, the school may withdraw the course. This will not influence a decision to agree admission to the sixth form and alternative courses will be offered.

2. PUBLISHED ADMISSION NUMBERS – EXTERNAL CANDIDATES ONLY

- 2.1 This number relates to the admission of **external candidates only**. The admission numbers included in the table are based on an estimate of the minimum number of external candidates likely to be admitted, although it would be acceptable to exceed this if demand for available courses can be met.

School	September 2024
Wilmslow High School	50

Additional places may be offered to external candidates if the number of children transferring from the school's own year 11 is lower than planned.



3. OVERSUBSCRIPTION CRITERIA

3.1 In the event that the number of eligible applicants exceeds the number of places available, the oversubscription criteria to be applied are:

1) Eligible 'cared for children' and children who were previously 'cared for'.

- A 'cared for child' is a child who is in the care of a local authority or provided with accommodation by that local authority (as defined in section 22 of the Children Act 1989).
- Children 'previously cared for' are children who were 'cared for' as defined above, but immediately after being 'cared for' became subject to an adoption, child arrangements order (formerly residence order), or special guardianship order. A child arrangements order is as an order settling the arrangements to be made as to the person with whom the child is to live under section 8 of the Children Act 1989 amended by Children and Families Act 2014. Section 14A of the Children Act 1989 defines a 'special guardianship order' as an order appointing one or more individuals to be a child's special guardian (or special guardians).

2) Eligible pupils resident within the designated catchment area of the school. Pupils will be classed within this criterion if they and their parents are resident within the area served by the school. (Refer to previous exception regarding Children of UK Service personnel and Crown Servants returning from abroad).

3) Eligible pupils living nearest to the school measured using the National Land and Property Gazetteer (NLPG) which measures straight line distances in miles from the school's coordinate point to the place of residence's coordinate point.

Notes:

3.2 An 'eligible' pupil is a pupil who has met the academic entry requirements.

3.3 All children whose Education, Health and Care (EHC) plan names the school must be admitted. An Education, Health and Care plan is a plan made by the local authority under Section 37 of the Children and Families Act 2014 specifying the special education provision required for that child.

3.4 The Local Authority will accept applications from families resident in and outside the United Kingdom. All applications will be processed based on where the child



is residing at the time of the application and in accordance with published arrangements. The only exception to this is for families of service personnel with a confirmed posting to the Cheshire East area, or crown servants returning from overseas to live in the Cheshire East area. This is in accordance with the School Admissions Code 2021, paragraph 2.21. In most cases, children arriving from overseas have the right to attend schools in England. It is the responsibility of parents to check that their children have a right, under their visa entry conditions, to study at a school. Parents of overseas nationals entering the UK, who wish to apply for a state-funded school place, should check that they have a right of abode or that the conditions of their immigration status otherwise permit them to access a state-funded school.

- 3.5 Distance criterion will be applied as a tie breaker if the number of pupils applying under criterion (2) exceeds the number of available places. To differentiate between two equal distance measurements, a random allocation tie-breaker will be applied. This will be administered under independent supervision, in accordance with the requirements of the School Admissions Code 2021 at paragraph 1.35.
- 3.6 In the case of previously looked after children (criterion i) a copy of the adoption order, child arrangement order or special guardianship order may be requested and a written correspondence from the local authority that last looked after the child confirming that the pupil was looked after immediately prior to that order being made.
- 3.7 For children of UK service personnel (UK Armed Forces) a Unit postal address or quartering area address will be accepted in advance of removal into the area, subject to official written confirmation of the address and relocation date. Preferences for the catchment area school for the confirmed address will be considered under criterion 2 unless a higher criterion is applicable.

4. PARENTS WITH SHARED RESPONSIBILITY FOR A CHILD

- 4.1 Only one application can be made for each child. Parents that share responsibility should agree between them who will apply.
- 4.2 Where parents have shared responsibility for a child the place of residency will be determined as the address where the child lives for the majority of the week (e.g., where the child wakes up between Monday to Friday). The Local Authority may request full details to be submitted in writing to enable the Local Authority to



determine which address will be used for the purpose of admission. A panel of officers will consider the information provided.

Examples of other evidence and information that may be considered:

- Details of how the child splits their time between the two addresses.
- Court orders or other legal documents.
- Where Child Benefit is claimed.
- Where the child is registered for GP purposes.
- The address the current nursery/pre-school or Primary school have on their records.

- 4.3 Where both parents have parental responsibility, the local authority is unable to resolve or take sides in disputes. Instead, parents are required to resolve matters between themselves, and, where this is not possible, seek a resolution through the courts.

5. SIXTH FORM ADMISSION APPEALS

- 5.1 Any applicant refused a place in Year 12 is entitled to make an appeal to an independent appeal panel, whether the child is already attending the school or is an external candidate.
- 5.2 Parents or children* refused admission to a sixth form in a Cheshire East community or voluntary controlled school will be advised to contact the Local Authority for an appeal application form and details on the appeals process.

*The Education and Skills Act 2008 made changes to the law relating to admissions and appeals placing a duty on local authorities to make arrangements:

- a) for children to express a preference as to the school at which they wish to receive sixth-form education (i.e. secondary education suitable to the requirements of pupils who are over compulsory school age); and
 - b) for children who are above compulsory school age or will be above compulsory school age by the time they start to receive education at the school, to express a preference as to the school at which they wish to receive education other than school sixth-form education.
- 5.3 Regulations give a corresponding right of appeal to a child who expresses a preference for a school place. This right is in addition to the rights of parents to



express a preference as to the school at which they wish their child to receive education.

6. ACADEMIC ENTRY CRITERIA

6.1 Wilmslow High School

Entry to the Sixth Form requires students to have gained good qualifications in a range of subjects. Please contact the school direct for information.

6.2 **A final decision on admission to the Sixth Form cannot take place until the student's Year 11 results are known.** Sixth Form offers will be conditional upon gaining the minimum academic entry criteria. This will be set out in the offer. Individual entry requirements can be obtained direct from the school.

6.3 Courses are reviewed annually to take into account any changes in education legislation, availability of courses and required attainment levels and therefore, students and parents are advised to consider the information published by the school.



Appendix 1 – Published Admissions Numbers (PANs) for 2026 Community and Voluntary Controlled Schools

Sixth Form	School Status	PAN 2026	Capacity Indicative Admission Number	PAN Change for 2026
Wilmslow High School	Community	50	N/A	



OPEN

Children and Families Committee

16 September 2024

Consultation on Admissions Arrangements for 2026-27

Report of: Claire Williamson – Director of Education, Strong Start and Integration

Report Reference No: CF/29/24-25

Ward(s) Affected: All

Purpose of Report

- 1 To seek approval of the Committee to consult on the Co-ordinated Scheme and Admissions Arrangements to comply with the statutory duty.
- 2 To share with the Committee the draft Co-ordinated Scheme and Admissions Arrangements that are to go for consultation

Executive Summary

- 3 Cheshire East has statutory duties relating to school admissions under the School Admissions Code.
- 4 Cheshire East has a role in co-ordinating school applications. This is set out in the Co-ordinated Scheme. It currently co-ordinates mainstream applications for all schools except Crewe Engineering and Design UTC and Cheshire Studio School.
- 5 Cheshire East is the Admissions Authority for Community and Voluntary Controlled Schools within the borough. This means that it is responsible for decisions relating to admissions to these schools. The Admissions Arrangements set out the policy for admissions including the oversubscription criteria. Other schools, for example, Academies are responsible for their own admissions decisions and policies.

- 6 Consultation must take place at least every seven years to comply with the School Admissions Code.
- 7 Some minor changes have been made to improve accessibility and use plain English where possible and avoid duplication. Although these documents provide the legal basis for admissions there is other support available for parents through clear information on the Cheshire East website, parent information booklets (referred to as the composite prospectus) and the opportunity to seek telephone advice.
- 8 The Admissions Arrangements and Co-ordinated Scheme were previously combined into one document. The draft documents proposed separate them to assist in making clearer for parents, schools and other stakeholders to access.
- 9 There are no changes proposed relating to the order of oversubscription criteria. Under the School Admissions Code paragraph 1.8 these must be "*reasonable, clear, objective, procedurally fair, and comply with all relevant legislation, including equalities legislation.*" There has been little feedback from parents, schools, members, M.P.s, Independent Appeal Panels and other stakeholders to suggest that the current criteria should be changed and are not meeting the needs of residents and other applicants. Cheshire East has a consistent record of reaching a high level of meeting parental preference, so most parents are successful in being offered a place at their first preference school.
- 10 Every school has a published admission number. There is no requirement to consult where this is to be increased. There are some schools where it is proposed to be increased these are highlighted in the document in appendix 3. There are no reductions planned for any schools where Cheshire East is the Admissions Authority.
- 11 Shared responsibility - More detail has been added in about how Cheshire East deals with applications where parents have shared responsibility for a child and how the address to be used for admissions purposes is determined. This reflects comments in recent years from the Office of the Schools Adjudicator (OSA) around the fairness of basing a decision on which parent is the recipient of child benefit. The proposed Admissions Arrangements highlight different evidence that may be considered, and that the decision will be made by a Panel of Officers. It reiterates that the local authority cannot get involved in parental disputes and parents are strongly encouraged to reach agreement about their child's school application.

- 12 Summer born children – Children who are born between 1 April and 31 August are considered to be “summer born” children under the School Admissions Code. Parents have the right to send their child to school a year later but it is for the Admissions Authority to make a decision over which year group a child should be admitted to. The Department for Education guidance for parents and admissions authorities was updated in April 2023. Further detail has been added in to assist parents in understanding how to make a request and what to consider.
- 13 Admission of children outside their normal age group – more detail has been added in to assist parents in understanding how to make a request and what to consider.
- 14 Admission Arrangements for Wilmslow High School Sixth Form are also for consultation. No significant changes are proposed. There are changes for Shared responsibility which mirror the changes in the main Admission Arrangements.

RECOMMENDATIONS

The Children and Families Committee is recommended to:

1. Approve for the Draft Co-ordinated Scheme and Admissions Arrangements to be put for consultation in line with the School Admissions Code in Autumn 2024.

Background

- 15 The last consultation took place for the Co-ordinated Scheme and Admissions Arrangements for 2019-20 so must be consulted on even if no significant changes.

Consultation and Engagement

- 16 To comply with the School Admissions Code consultation in the Autumn would take place as set out in paragraph 1.45-48 of the School Admissions Code.

1.45 When changes are proposed to admission arrangements, all admission authorities must consult on their admission arrangements (including any supplementary information form) that will apply for admission applications the following school year. Where the admission arrangements have not changed from the previous year there is no requirement to consult, subject to the requirement that admission authorities must consult on their

admission arrangements at least once every 7 years, even if there have been no changes during that period.

1.46 Consultation must last for a minimum of 6 weeks and must take place between 1 October and 31 January in the determination year.

1.47 Admission authorities must consult with:

a) parents of children between the ages of two and eighteen;

b) other persons in the relevant area who in the opinion of the admission authority have an interest in the proposed admissions;

c) all other admission authorities within the relevant area (except that primary schools need not consult secondary schools); d) whichever of the governing body and the local authority is not the admission authority;

e) any adjoining neighbouring local authorities where the admission authority is the local authority; and

f) in the case of schools designated with a religious character, the body or person representing the religion or religious denomination.

1.48 For the duration of the consultation period, the admission authority must publish a copy of their full proposed admission arrangements (including the proposed PAN) on the school's website or its own website (in the case of a local authority) together with details of where comments may be sent and the areas on which comments are not sought. Admission authorities must also send, upon request, a copy of the proposed admission arrangements to any of the persons or bodies listed above inviting comment. Failure to consult effectively may be grounds for subsequent complaints and appeals.

17 Consultation is likely to be through specific targeted questions but there will be an opportunity for consultees to provide feedback on any issue relevant to the Co-ordinated Scheme or Admissions Arrangements. Responses will be reviewed and analysed, and the proposed final Co-ordinated Scheme and Admissions Arrangements will be considered by the Children and Families Committee in early 2025.

Reasons for Recommendations

18 To comply with the School Admissions Code

Other Options Considered

19

Option	Impact	Risk
Do nothing	This would put the local authority in breach of its duties under the School Admissions Code	High

Implications and Comments

Monitoring Officer/Legal

20 Both the Admission Arrangements and Co-ordinated Scheme have been reviewed and approved by Legal.

Section 151 Officer/Finance

21 There are no direct financial implications of this decision.

Policy

22 The Local Authority has a statutory duty to co-ordinate school admissions and this links in with the corporate plan aim of *A council which empowers and cares about people* and the priority to *ensure all children have a high quality, enjoyable education that enables them to achieve to their full potential.*

Equality, Diversity and Inclusion

23 An Equality Impact Assessment will be completed following the consultation if any equality implications are identified.

Human Resources

24 There are no increased human resource implications for the Council.

Risk Management

25 The Local Authority is required to consult on its Co-ordinated Scheme and Admissions Arrangements at least every 7 years so if it does not

consult then it would not be complying with the statutory duty under the School Admissions Code.

Rural Communities

- 26 There are no direct implications for rural communities, but the oversubscription criteria gives priority to children living in catchment and closest to the school to assist in parents securing a place at their local school.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 27 Children with an Education and Health Care Plan and Cared for and Previously cared for children are given high priority within the oversubscription criteria as required by the School Admissions Code.

Public Health

- 28 There are no direct implications for public health, however providing sufficient places in their local community could improve a child's social and emotional wellbeing.

Climate Change

- 29 By providing local school places the distances which some children may have to travel to attend school should be reduced thus reduce congestion on the roads and therefore reduce emissions, improving the air quality and making a better environment to live in.

Access to Information	
Contact Officer:	Jo Bowkett, Team Manager – Admissions and Transport joanne.bowkett@cheshireeast.gov.uk
Appendices:	Appendix 1 - Cheshire East Admissions Arrangements 2026-27 for consultation Appendix 2 - Cheshire East Co-ordinated Scheme 2026-27 for consultation Appendix 3 - Cheshire East Sixth Form Admissions Arrangements 2026-27 for consultation
Background Papers:	School Admissions Code, 2021

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Equality Impact Assessment (EIA) Engagement and our equality duty

Whilst [the Gunning Principles](#) set out the rules for consulting ‘everyone’, additional requirements are in place to avoid discrimination and inequality.

Cheshire East Council is required to comply with the Equality Act 2010 and the Public Sector Equality Duty. The Equality Act 2010 simplified previous anti-discrimination laws with a single piece of legislation. Within the Act, the Public Sector Equality Duty (Section 149) has three aims. It requires public bodies to have due regard to the need to:

- eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act, by consciously thinking about equality when making decisions (such as in developing policy, delivering services and commissioning from others)
- advance equality of opportunity between people who share a protected characteristic and people who do not share it, by removing disadvantages, meeting their specific needs, and encouraging their participation in public life
- foster good relations between people who share a protected characteristic and people who do not

The Equality Duty helps public bodies to deliver their overall objectives for public services, and as such should be approached as a positive opportunity to support good decision-making.

It encourages public bodies to understand how different people will be affected by their activities so that policies and services are appropriate and accessible to all and meet different people’s needs. By understanding the effect of their activities on different people, and how inclusive public services can support and open up people’s opportunities, public bodies are better placed to deliver policies and services that are efficient and effective.

Complying with the Equality Duty may involve treating some people better than others, as far as this is allowed by discrimination law. For example, it may involve providing a service in a way which is appropriate for people who share a protected characteristic, such as providing computer training to all people to help them access information and services.

The Equality Act identifies nine 'protected characteristics' and makes it a legal requirement to make sure that people with these characteristics are protected from discrimination:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnerships
- Pregnancy and maternity
- Race
- Religion or belief
- Sex
- Sexual orientation

Applying the equality duty to engagement

If you are developing a new policy, strategy or programme you may need to carry out an Equality Impact Assessment. You may be able to ascertain the impact of your proposal on different characteristics through desk-based research and learning from similar programmes, but you also need to carry out some primary research and engagement. People with protected characteristics are often described as 'hard to reach' but you will find everyone can be reached – you just need to tailor your approach, so it is accessible for them.

Contacting the [Equality and Diversity mailbox](#) will help you to understand how you can gain insight as to the impacts of your proposals and will ensure that you help the Council to comply with the Equality Act 2010 and the Public Sector Equality Duty.

Section 1 – Details of the service, service change, decommissioning of the service, strategy, function or procedure

Proposal Title	Co-ordinated Scheme and School Admissions Arrangements 2026-27
Date of Assessment	20/12/24
Assessment Lead Officer Name	Jo Bowkett – Team Manager – Admissions and Transport
Directorate/Service	Education, Strong Start and Integration
Details of the service, service change, decommissioning of the service, strategy, function or procedure.	Statutory Consultation which must take place at least every seven years. Co-ordination of school admissions. Admissions Arrangements for Community and Voluntary Controlled schools where Cheshire East Council is the Admissions Authority.
Who is Affected?	<p>Children and Families.</p> <p>The Co-ordinated Scheme sets out how parents may apply for a school place. In line with digital first policy parents are encouraged to apply online through the Cheshire East website. This is accessible and there is information and advice available about admissions. The “Listen and Translate” feature makes this more accessible.</p> <p>Parents may also apply online, by telephone or by post. Hard copy parent booklets may be requested. There is no change to current processes proposed and these have worked successfully.</p> <p>The Admissions Arrangements set out the oversubscription criteria used for admissions to schools where Cheshire East is the Admissions Authority. This is compliant with the School Admissions code and only asks for information relevant to the school application. Cheshire East Council is not the admissions authority for any Faith or single sex schools so does not need to rely on any of the specific provisions relating to these schools in determining its arrangements.</p>

Links and impact on other services, strategies, functions or procedures.

School admissions is a statutory duty.

How does the service, service change, strategy, function or procedure help the Council meet the requirements of the [Public Sector Equality Duty](#)?

Cheshire East's Co-ordinated scheme and Admissions Arrangements are in line with the [School admissions code 2021 \(publishing.service.gov.uk\)](#)

1.8 Oversubscription criteria must be reasonable, clear, objective, procedurally fair, and comply with all relevant legislation, including equalities legislation. Admission authorities must ensure that their arrangements will not disadvantage unfairly, either directly or indirectly, a child from a particular social or racial group, or a child with a disability or special educational needs, and that other policies around school uniform or school trips do not discourage parents from applying for a place for their child. Admission arrangements must include an effective, clear, and fair tiebreaker to decide between two applications that cannot otherwise be separated.

Cheshire East is a consultee on own Admission Authority's (e.g. Academies) Arrangements and co-ordinates applications for all schools save for two mainstream schools and special and independent schools. Schools are challenged if it is considered that a school may be taking into account a child's disability when considering whether to an offer a mainstream place. Where a child with an Education and Heath Care Plan names a school then the school is required to admit the pupil. There are specific exceptions with the School Admissions Code for Faith schools with a religious character and this is taken into account when considering proposed Admissions Arrangements for these schools.

Advance equality of opportunity between people who share a [protected characteristic](#) and those who do not

Cheshire East publishes clear accessible information on school admissions on its website which includes a Listen and Translate feature. Other options are available for parents such as the option to apply by telephone or post. Cheshire East collates all Admissions Arrangements into a composite prospectus which is published on the Cheshire East website. Cheshire East will challenge schools if proposed admissions arrangements do not appear to be compliant with the

	<p>School Admissions Code and refer schools to the Equality Act Advice Final.pdf (publishing.service.gov.uk).</p> <p>This ensures that all families have an equal opportunity to apply for a school place within Cheshire East whatever their circumstances.</p> <p>Foster good relations between people who share a protected characteristic and those who do not</p> <p>Schools are encouraged to be inclusive and apply admissions arrangements fairly. Through the Co-ordinated Scheme Cheshire East has an overview of virtually all applications for school places within Cheshire East. This means that there is a consistent approach for main round applications, for example, where a parent has asked for a protected characteristic to be taken into account as a reason for late submission then this will be considered by a Panel who will consider all similar requests across Cheshire East so that there is parity and fairness. Having fair and non-discriminatory Admissions Arrangements supports the creation of diverse school communities.</p>
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Section 2- Information – What do you know?

What do you know?	What information (qualitative and quantitative) and/or research have you used to commission/change/decommission the service, strategy, function, or procedure?
Information you used	<p>Consultation took place for 6 weeks between October and December 2024. Consultation was through specific targeted questions but there was opportunity for consultees to provide feedback on any issue relevant to the Co-ordinated Scheme or Admissions Arrangements. No changes that impact on equality proposed. Co-ordinated scheme and the Admissions Arrangements are compliant with the School admissions code - GOV.UK (www.gov.uk) . There were 89 responses in total which included different age groups, different genders and respondees who shared that they were limited by a health issue or disability. There were some comments about whether more Plain English could be used but we were satisfied that as legal documents some specific terms have</p>

	<p>to be used but this is mitigated by the fact that many parents won't need to directly refer to the Co-ordinated Scheme and Admissions Arrangements as they will find the information that they need in simpler language on the webpages and in the parent information booklets or can contact for specific advice.</p> <p>We receive approximately 12 000 school applications each year which suggests that parents can access the admissions process. We consider individually where there is a late application and analyse if there are reasons given relating to an inability to access the school admissions process.</p> <p>Where parents appeal, they may share reasons why they feel admissions arrangements are unfair or difficult to access. We receive small numbers of member and MP correspondence and complaints about admissions. These small numbers suggest that generally parents are happy with our arrangements. As part of this process, we are consulting and will consider any responses relating to equality and access before determining the arrangements.</p>
Gaps in your Information	We are hopeful that the volume of successful applications means that parents are able to access the admissions process and that support from schools, family hubs and different methods of application means that they can access help if needed.

3. What did people tell you?

What did people tell you	What consultation and engagement activities have you already undertaken and what did people tell you? Is there any feedback from other local and/or external regional/national consultations that could be included in your assessment?
Details and dates of the consultation/s and/or engagement activities	<p>Consultation took place between October and December in line with paragraph 1.45-48 of the School Admissions Code. This was organised through the Cheshire East Consultation team and shared with schools, neighbouring local authorities, parents and residents.</p> <p>1.45 When changes are proposed to admission arrangements, all admission authorities must consult on their admission arrangements (including any supplementary information form) that will apply for admission applications</p>

	<p>the following school year. Where the admission arrangements have not changed from the previous year there is no requirement to consult, subject to the requirement that admission authorities must consult on their admission arrangements at least once every 7 years, even if there have been no changes during that period.</p> <p>1.46 Consultation must last for a minimum of 6 weeks and must take place between 1 October and 31 January in the determination year.</p> <p>1.47 Admission authorities must consult with:</p> <ul style="list-style-type: none"> a) parents of children between the ages of two and eighteen; b) other persons in the relevant area who in the opinion of the admission authority have an interest in the proposed admissions; c) all other admission authorities within the relevant area (except that primary schools need not consult secondary schools); d) whichever of the governing body and the local authority is not the admission authority; e) any adjoining neighbouring local authorities where the admission authority is the local authority; and f) in the case of schools designated with a religious character, the body or person representing the religion or religious denomination. <p>1.48 For the duration of the consultation period, the admission authority must publish a copy of their full proposed admission arrangements (including the proposed PAN) on the school’s website or its own website (in the case of a local authority) together with details of where comments may be sent and the areas on which comments are not sought⁴¹. Admission authorities must also send, upon request, a copy of the proposed admission arrangements to any of the persons or bodies listed above inviting comment. Failure to consult effectively may be grounds for subsequent complaints and appeals.</p>
<p>Gaps in consultation and</p>	<p>We received 89 responses which is considerably more than the 11 responses received last time an admissions consultation was conducted. We are happy with the level of response and that they included a range of people.</p>

engagement feedback	
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4. Review of information, consultation feedback and equality analysis

Protected characteristics groups from the Equality Act 2010	What do you know? Summary of information used to inform the proposal	What did people tell you? Summary of customer and/or staff feedback	What does this mean? Impacts identified from the information and feedback (actual and potential). These can be either positive, negative or have no impact.
Age	<p>Parents of 4 year olds have the right under the School Admissions Code to defer their child's start to school or to attend part time.</p> <p>Parents of summer born children may decide to send their child to school a year later and request that they are admitted into Reception.</p> <p>Parents of all children may request that their child is admitted out of cohort.</p>	79% of responses agreed that the process for requests for admissions outside a child's chronological age group was fair and reasonable.	Positive – the majority of responders were happy with the process proposed so no changes are proposed.
Disability	Ensuring that information about admissions is accessible so that a parent's disability is not a barrier to making a school application for their child.	23% of the responders reported having a health issue / disability and there were no specific comments raising any concerns about disability.	Positive- no concerns expressed about disability .

	<p>Sometimes schools may wrongly believe that they can take into account a child or parent's disability when considering a mainstream school application.</p> <p>Where a child has an Education and Health Care Plan (EHCP) naming a school then the child must be admitted.</p>		
Gender reassignment	Within Cheshire East there are only two single sex schools which are their own admission authorities and the rest of the schools are co-educational.	No specific responses were raised around gender.	No impact
Pregnancy and maternity			No impact
Race/ethnicity	As required by the School Admissions Code no information relating to race or ethnicity are include in school application forms and this does not form part of any decision to offer or refuse a school place.	There was one comment about considering those with less understanding of English. Generally though the majority felt that the Admissions Arrangements were fair and they were able to understand them and no concerns were raised on this issue.	Positive – only one concern raised.
Religion or belief	For most schools this is not taken into account. Faith Schools with a religious character they may request a supplementary information form and	There were no specific comments about Faith or Religion.	Positive

	take into account a child’s religion and include this in their oversubscription criteria. This does not stop any parent expressing a preference for the school.		
Sex	Within Cheshire East there are only two single sex schools which are their own admission authorities and the rest of the schools are co-educational.		No impact
Sexual orientation	Information on sexual orientation is not requested and does not form part of the admissions process.		No impact
Marriage and civil partnership	No information is requested regarding the marital / civil partnership of parents and this does not form part of a decision to offer or refuse a place.		No impact

5. Justification, Mitigation and Actions

Mitigation	What can you do? Actions to mitigate any negative impacts or further enhance positive impacts
<p>Please provide justification for the proposal if negative impacts have been identified?</p> <p>Are there any actions that could be undertaken to mitigate, reduce or remove negative impacts?</p> <p>Have all available options been explored? Please include details of alternative options and why they couldn’t be considered?</p>	<p>There are not believed to be any negative impacts.</p>

Please include details of how positive impacts could be further enhanced, if possible?	
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6. Monitoring and Review -

Monitoring and review	How will the impact of the service, service change, decommissioning of the service, strategy, function or procedure be monitored? How will actions to mitigate negative impacts be monitored? Date for review of the EIA
Details of monitoring activities	<p>The consultation survey included optional questions which may identify protected characteristics of respondents.</p> <p>The consultation survey included a question about whether the Co-ordinated Scheme and Admissions Arrangements are considered fair.</p> <p>Any equality issues have been considered in this review before determining the Co-ordinated Scheme and Admissions Arrangements.</p>
Date and responsible officer for the review of the EIA	7 January 2025 – Sally Ashworth

7. Sign Off

When you have completed your EIA, it should be sent to the [Equality, Diversity and Inclusion Mailbox](#) for review. If your EIA is approved, it must then be signed off by a senior manager within your Department (Head of Service or above).

Once the EIA has been signed off, please forward a copy to the Equality, Diversity and Inclusion Officer to be published on the website. For Transparency, we are committed to publishing all Equality Impact Assessments relating to public engagement.

Name	Sally Ashworth
Signature	S. Ashworth
Date	14.01.25

8. Help and Support

For support and advice please contact EqualityandInclusion@cheshireeast.gov.uk

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A summary of responses to Cheshire East Council's

School Admission Arrangements Consultation 2024

Contents of report

Contents of report	1
Introduction	2
Section 1: Summary of results	3
Appendix 1: Demographic breakdowns	6

FINAL

Open

Fair

Green

Introduction

Purpose of the consultation

During October - December 2024 Cheshire East Council conducted a consultation to seek views on its co-ordinated scheme and proposed admission arrangements for 2026-27 for all community and voluntary controlled schools in the local authority's area.

The main changes were as follows:

- Separation of the Co-ordinated Scheme and Admissions Arrangements into different documents
- Improvements to the accessibility of the documents to use plain English where possible
- More detail about how Cheshire East would deal with deciding which address to use for admissions purposes where separated parents share responsibility for a child
- More detail about how Cheshire East would deal with a request for admission outside their normal year group
- Changes to Published Admission Numbers (PAN) for a small number of schools

Consultation methodology and number of responses

The consultation was hosted online and promoted to:

- Residents of Cheshire East
- Schools within Cheshire East
- Members
- Town and Parish Councils

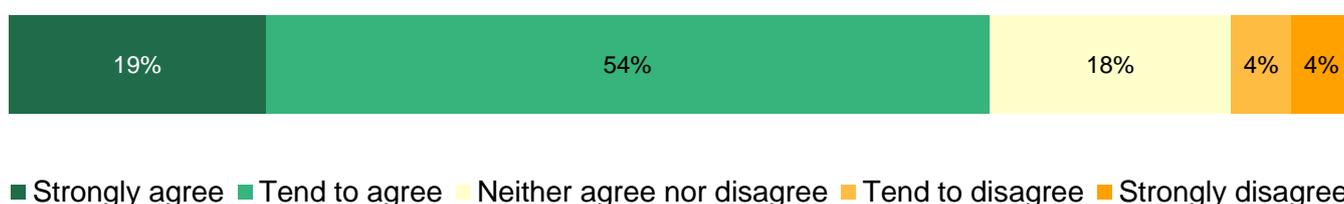
In total, 89 responses were received during the consultation. A breakdown of survey demographics can be viewed in Appendix 1.

Section 1: Summary of results

The co-ordinated scheme and admissions arrangements set out how applications will be dealt with. Admission authorities must ensure that the practices and the criteria used to decide the allocation of school places are fair, clear, and objective. Parents should be able to look at a set of arrangements and understand easily how places for that school will be allocated.

The majority of respondents (73%) agreed that after looking at the co-ordinated scheme and admission arrangements they understand how places for schools will be allocated, see Figure 1. The associated comments can be viewed in Table 1.

Figure 1: How strongly do you agree or disagree that after looking at the co-ordinated scheme and admission arrangements you understand how places for schools will be allocated?



Base for % = 89

Table 1: Comments received in relation to the co-ordinated scheme and admission arrangements documentation (comments have been summarised to highlight key points)

Could be difficult to get the child's parents to agree to the terms with each other.

Documentation is lengthy, confusing and not in plain English. Consider a flow chart so that people can move through the sections that are applicable to them.

Should consider parents and children's wishes. More flexibility for children with special needs.

Should go to closest school to cut down on travel miles and traffic.

The revised admission arrangements provided more detail about how Cheshire East would decide which address to use for admissions purposes where separated parents share responsibility for a child.

The majority of respondents agreed that the process to determine the address used for school admissions where separated parents share responsibility for a child was clear (85% agreed) and fair & reasonable (83% agreed), see Figure 2. The associated comments can be viewed in Table 2.

Figure 2: How strongly do you agree or disagree that the process to determine the address used for school admissions where separated parents share responsibility for a child is clear / fair & reasonable?

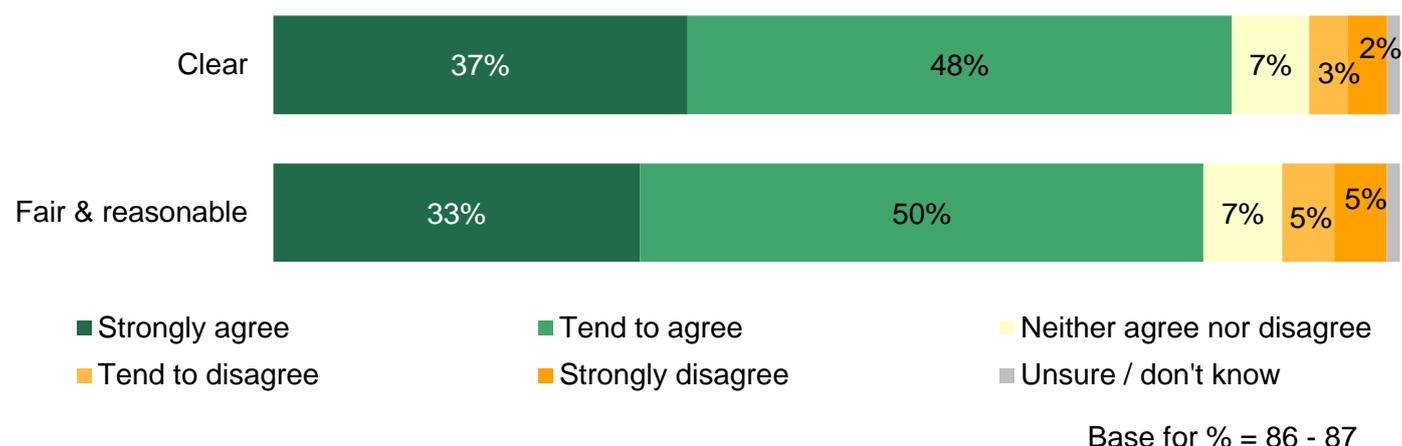


Table 2: Comments received in relation to the process to determine the address used for school admissions where separated parents share responsibility for a child (comments have been summarised to highlight key points)

Leading with 'parents should agree' suggests they can choose to suit themselves – should be a fact that in shared responsibility families, the home the child stays most in, is the address that should be put on the form.

Let the parents decide.

Child's journey was impossible, poor tribunal experience [SEND].

Very important - a decision must be made about the future welfare of the child.

The revised admission arrangements provide more detail about how Cheshire East would deal with a request for admission outside their normal year group.

The majority of respondents agreed that the process for admission of children of out of their normal age group is clear (70% agreed) and fair & reasonable (69% agreed), see Figure 3. The associated comments can be viewed in Table 3.

Figure 3: How strongly do you agree or disagree that the process for admission of children out of their normal age group is clear / fair & reasonable?

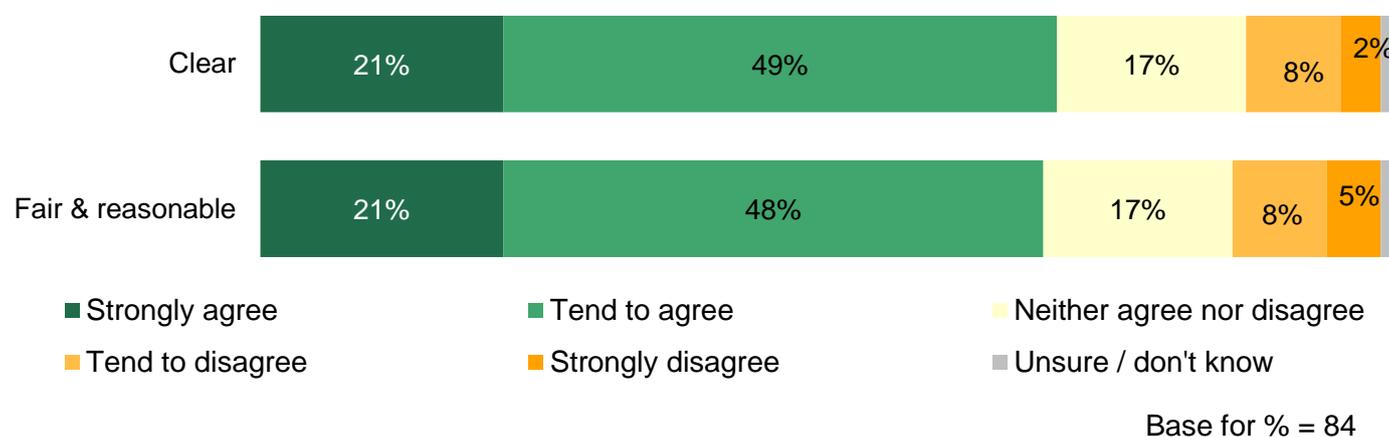


Table 3: Comments received in relation to the process for admission of children out of their normal age group (comments have been summarised to highlight key points)

Agree with the statement and arrangement for this to happen. Consider those who have trouble understanding English.

As long as the decision is a reasonable request and benefits the child.

Consider the emotional and social development of the child, some children need to be carefully assessed to check that they would be able to cope / it would be beneficial to move up an academic year.

Should someone in the Local Authority be making this decision – teachers may be better placed.

The information moves back and forth between points which obscures the meaning. It simply needed to say, 'if you feel your child is not ready to start school at the normal age, you can request that they start later, but we cannot guarantee to meet your request'.

At the end of the questionnaire respondents were asked if they had any other comments to make on the Cheshire East Co-ordinated Scheme and Admissions Arrangements. The comments received can be viewed in Table 4.

Table 4: Any further comments (comments have been summarised to highlight key points)

Concerned that they will not be enough places for the influx of new children in Macclesfield and Congleton with all the new house builds.

Consideration should be given for a child born in September to be put a year above their normal age group.

Cut education budget.

Find whole process stressful.

Good that there is consultation on this subject.

If academies do their own admissions how does the choices work?

It is very wordy - it would be helpful to have a flowchart or diagram to aid understanding of the process.

It should be compulsory to go to the school closest to your home.

It wasn't an easy read, could it be revised?

It will be a difficult to decide on placing children in their first-choice option unless a considerable amount of money is spent on creating more spaces. Rather than keep building houses, new schools should be built.

More allowance should be made for proximity to preferred school vs primary school feeder.

More details required on catchment areas.

Priority for the said area, make sure the process is easy to implement.

Reduce catchment areas which in turn would reduce cars around the school.

Whilst the need for a policy is undeniable, this level of documentation begins to rival UCAS processes. The policies need to be clear, succinct and easy to assimilate so far as the major target audience is concerned. Would like to see a clear statement regarding the minimum criteria for entry into the 6th form.

Would be happy to come in to the council to help with simplifying the documentation. You need some focus groups to help clarify documents BEFORE you send them to a wider consultation group.

Would like to increase the Bollington Cross CE PAN from 25 to 28

You seem to be very professional about this subject.

Appendix 1: Demographic breakdowns

A number of demographic questions were asked at the end of the survey to ensure there was a wide range of views from across different characteristics. All the questions were optional and therefore will not add up to the total number of responses received.

Table 5: Number of survey respondents by representation. Respondents could select all that apply.

Category	Count	Percent
A local resident	48	54%
Parent / guardian of a child aged under 18	34	38%
On behalf of a school / sixth form / as a teacher	< 5	4%
An elected town or parish councillor in Cheshire East	< 5	3%
Grand Total	89	100%

Table 6: Number of survey respondents by gender

Category	Count	Percent
Female	49	59%
Male	31	37%
Prefer not to say	< 5	4%
Grand Total	83	100%

Table 7: Number of survey respondents by age group

Category	Count	Percent
16-24	-	-
25-34	< 5	5%
35-44	9	11%
45-54	23	27%
55-64	13	15%
65-74	14	17%
75-84	13	15%
85 and over	< 5	1%
Prefer not to say	7	8%
Grand Total	84	100%

Table 8: Number of survey respondents by limited activity due to health problem / disability

Category	Count	Percent
Yes, a lot	5	6%
Yes, a little	14	17%
Not at all	58	69%
Prefer not to say	7	8%
Grand Total	84	100%

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OPEN

Children and Families Committee

10 February 2025

**Academisation of St Benedict's Catholic
Primary School, Hall Road, Handforth,
Wilmslow, Cheshire, SK9 3AE**

Report of: Theresa Leavy, Executive Director of Children's Services

Report Reference No: CF/47/24-25

Ward(s) Affected: Councillors Julie Smith, John Smith, Handforth

Purpose of Report

- 1 This report sets out the arrangements in place to support the intended academy conversion of St Benedict's Catholic Primary School to become part of the Our Lady Help of Christians Catholic Academy Trust. The report provides the necessary assurances to enable the Committee to consider their support for the conversion.
- 2 The report is connected to the Council's Corporate Plan 2021-25 priorities:
 - (a) an open and enabling organisation ensuring that there is transparency in all aspects of council decision making.
 - (b) a council which empowers and cares about people by supporting all children to have the best start in life and ensuring all children have a high quality, enjoyable education that enables them to achieve to their full potential.

Executive Summary

- 3 The Children and Families Committee on 12 July 2021, approved a process by which a school would convert from a local maintained school to an academy. The Committee delegated authority to certain officers to enable delegated decisions to be taken by them subject to a number of exemptions.
- 4 The proposed conversion does not fall into any of the exemptions approved by Committee. However, Committee approval is sought for the academisation of the school as it is a significant decision in terms of the effects of the decision on communities living or working in an area comprising one ward or electoral divisions.

- 5 The academisation of a school removes it from the control of the local authority and transfers it a charitable trust. The staff and assets of the school are all transferred to the charity with the Council owned playing field being leased to them by the Council on a 125-year lease, with the charitable trust receiving funding direct from the Government.
- 6 However, as St Benedict's Catholic Primary School is a voluntary aided school, the Diocese/Trustees will retain the ownership and control of the school site. A church supplemental agreement (CSA) will act to permit the occupation of the school site by the Academy, effectively under a licence.
- 7 The Council owned playing fields will be leased to the academy trust by the Council on a 125-year lease.

RECOMMENDATIONS

The Children's and Families committee is recommended to:

1. Authorise the Executive Director of Children's Services in consultation with the Chief Finance Officer and the Acting Governance, Compliance and Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to Our Lady Help of Christians Catholic Academy Trust relating to the transfer of all staff under the Transfer of Undertakings (Protection of Employment) Regulations 2006, and assets.
2. Authorise the Executive Director of Place and Chief Finance Officer to take the steps necessary to agree the required transactions in relation to land, and completion of a lease (see Appendix 2) to Our Lady Help of Christians Catholic Academy Trust for 125 years substantially in the form of the model lease produced by DfE at a peppercorn rent. The school playing field is identifiable as shown on the accompanying redline lease plan (see Appendix 3).

Background

- 8 The introduction of the Academies Act in 2010 enabled schools to apply to the Secretary of State to convert to an Academy. The effect of becoming an Academy is to remove the school from the control of the local authority and enables them to become a publicly funded independent state school which is directly funded by the Department of Education. Academies are run by academy trusts which are charitable companies limited by guarantee.
- 9 The Council is under a statutory duty to facilitate the academisation of schools and are expected to work constructively with academies so that the conversion takes place within a specified time period. Local authorities liaise with regional schools' commissioners, schools and academy trusts to transfer the school's assets and liabilities to the academy trust. This includes agreeing a lease for the land occupied by the school. A commercial transfer agreement between the local authority, the school governing body and the

academy trust records the assets and liabilities (such as existing contracts and staff) that the academy trust is acquiring.

- 10 St Benedict's Catholic Primary School is a voluntary aided school. A voluntary aided school (VA school) is a state-funded school in England and Wales in which a foundation or trust (usually a religious organisation) contributes to building costs and has a substantial influence in the running of the school. In most cases the foundation or trust owns the buildings. The running costs of voluntary aided schools, like those of other state-maintained schools, are fully paid by central government via the local authority. They differ from other maintained schools in that only 90% of their capital costs are met by the state, with the school's foundation contributing the remaining 10%. Many VA faith schools belong to diocesan maintenance schemes or other types of funding programme to help them to manage those costs.
- 11 The Diocese of Shrewsbury are the owners of St Benedict's Catholic Primary School's buildings, equipment and the ultimate employer of the school staff. The Council own the playing field's which extends to the adjacent River Dean. The governing body employs the staff and sets the admissions criteria. Responsibility for work to St Benedict's Catholic Primary School premises is shared between the school's governing body and the local authority. The LA has responsibility for the playing fields and the governing body are liable for all other capital expenditure.
- 12 On conversion, the Academy needs to formalise its occupation of the school site so that it can operate the School following conversion. In respect of the Diocese/Trustee owned land at Church Schools, the land owned by the Diocese/trustees is made available to an Academy using a Church Supplemental Agreement (CSA). The CSA sets out the terms upon which the Academy may occupy the school site. It also acts to protect the religious designation of the Academy and aims to allow the land arrangements to continue 'as is' following conversion.
- 13 The main difference between the CSA and a lease is that the Academy will not be granted an interest in the school site under the CSA which can be registered at the Land Registry. The CSA acts only to permit the occupation of the school site by the Academy, effectively under a licence. The Diocese/Trustees retain the ownership and control of the school site.
- 14 St Benedict's Catholic Primary School applied to the Department for Education to become an academy and the DFE granted an Academy Order on 18 June 2024 (see Appendix 4) for the school to convert to an Academy on 1 April 2025.
- 15 St Benedict's Catholic Primary School is in Handforth, Wilmslow, Cheshire. School capacity is 210 pupils; at 8 January 2025 there were 208 pupils in the single form entry school. The main current secondary feeder is All Hallows Catholic College, Macclesfield, which is part of the same Trust.
- 16 Our Lady Help of Christians Catholic Academy Trust, All Hallows Catholic College, A Voluntary Academy, Brooklands Avenue, Macclesfield, SK11 8LB,

was established on 26 November 2012. It currently has eleven academies, one Secondary Cheshire East, four Primary Cheshire East, two Primary Cheshire West and Chester, one Primary, Shropshire and three Primary, Telford and Wrekin.

- 17 As the playing field used by the school is currently owned by the Council, it will therefore be necessary for the Council to negotiate and enter into a 125-year lease for this land. It should be noted that the western boundary of the playing field land as shown on the Land Registry title plan is the bank of the river Dean. The riparian rights and responsibilities of the land in relation to this section of the river will be assumed by the tenant automatically under a long lease and the 125-year lease to the Academy Trust will confirm this. The lease will enable the Academy to use the playing field in accordance with the lease. The granting of the 125-year lease will be of the playing field and will be a peppercorn rent to the Academy, with the Academy Trust taking the responsibility of maintaining the playing field. The freehold interest will remain with the Council.
- 18 A Commercial Transfer Agreement is required to transfer the responsibility of all the administration, including employment of personnel and pension obligations, maintenance of the school playing field and insurance to the Academy Trust.
- 19 Non-teaching staff at schools fall within the Local Government Pension scheme (“LGPS”). As the employer, the academy would be responsible for meeting the employers pension contributions. Academies are obliged to offer LGPS membership to all staff and staff transferring would simply continue their scheme membership. The Council remain the pension authority under the LGPS.
- 20 The Council will remain the co-ordination body for admissions for the Academy which means that parents/carers only need to complete one application form. The academy will be responsible for applying its own allocation criteria to the list of applications supplied by the Council. The Academy will be responsible for the setting up of an independent admission appeals panel on conversion to hear appeals, however, whilst the Academy is establishing its own independent panel the Council may continue to hear any outstanding appeals.

Consultation and Engagement

- 21 Appropriate consultation and engagement has taken place as required to support the conversion. Specific Human Resources engagement is set out in sections 45, 46 and 47 below.

Reasons for Recommendations

- 22 In April 2021, the Education Secretary set out the government’s vision of “a world-class school-led system where every school is part of a family of schools in a strong multi-academy trust (MAT).”

- 23 Key reasons schools consider conversions to MATs are to increase collaboration, to benefit from better strategic planning and direction; to provide more opportunities to staff for professional development; to gain access to better centrally provided services; to benefit from cost savings and efficiencies; to benefit from strengthened governance and leadership. Source: [Schools' views on the perceived benefits and obstacles to joining a multi-academy trust \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)
- 24 St Benedict's Catholic Primary School is one of 49 primary school provisions in Cheshire East which has not already converted to an Academy. There are currently 74 primary academies.
- 25 The DfE granted an academy order on 18 June 2024. Under section 5B of the Academies Act 2010, as amended by the Education and Adoption Act 2016, the governing body of the school and the local authority are under a duty to take all reasonable steps to facilitate the conversion of the school into an academy.

Other Options Considered

- 26 The Council's consent is not required for the School to convert to a Academy. The Council consent is required for the commercial and land transaction. The land and commercial transactions follow standard documentation which the Council and school can vary to achieve the best outcome dependant on the individual circumstance of each school. This may include historic land issues and sporting facilities as way of example.
- 27 An Academy Proprietor is entitled to expect the lease of all the premises and facilities which the school uses and are matters for negotiation and if agreement cannot be reached then the Council should make application to the Office of the School's Adjudicator on or before the conversion date seeking resolution of the dispute.
- 28 The Secretary of State (SoS) retains a default power under the Academies Act 2010 where there is an inability to reach agreement and negotiate the lease arrangements and a Commercial Transfer Agreement.
- 29 It is therefore preferable for the Council to reach agreement with the Governing Body of the School and the Trust and enter into the lease arrangements and a Commercial Transfer Agreement in respect of these matters, rather than be subject to transfer schemes which may be made by the Secretary of State. This agreement will be overseen and scrutinised by various specialist service teams including legal and property services.

Implications and Comments

Monitoring Officer/Legal

- 30 Under section 6 subsection (2) of the Academies Act 2010, the Council as the local authority must cease to maintain the school on the conversion date,

being 1 April 2025, the date on which the school is expected to open as an Academy.

- 31 In order to facilitate this, approval is required to enter into two legal agreements, being a lease and a commercial transfer agreement. Under the provisions of the Academy Order and of the Academies Act, the Council is required to negotiate and enter into a 125-year lease. If the Council fails to negotiate terms of the lease, the SoS has power to make a property transfer scheme and impose terms on the Council. The Council will finalise the terms of lease before the transfer. The Council is required to formalise the transfer of the maintenance responsibility of the Schools to the Academy Trust by way of the commercial transfer agreement.
- 32 The school playing field belongs to the Council. The land is adjacent to the river Dean, and currently the Council owns land on both sides of the river at this location and is the riparian owner. On creation of the lease the riparian rights and responsibilities of the eastern half of the river adjacent to the playing field will become the tenants and the Council is keen to ensure that the tenant understands this and that its land boundary at this location will be the riverbank and not the school boundary fence erected further back.

Section 151 Officer/Finance

- 33 The conversion to Academy status has a number of financial implications for the Council. However, the authority must cease to maintain the school on the appropriate date.
- 34 The transfer of staff who are members of the LGPS as described above creates an obligation on the school to meet an appropriate proportion of the pension fund scheme deficit; agreement was made by the Council's Corporate Committee on an appropriate basis for determining the relevant resource and this has been advised to the schools and their identified sponsors.
- 35 The Academy will be responsible for all outgoings related to the land to include public liability and participation in the DfE Risk Protection Arrangement, and repairs / maintenance. The Council will retain a landlord role, but the leases will contain provisions for recovering costs for approvals required under the terms of the leases e.g. for alterations.
- 36 The CTA can also provide for certain liabilities to fall on the Council, e.g. certain staff termination costs where a reorganisation is necessary to balance the budget and action has not been previously taken by the school. The extent of such liabilities would need to be identified in the CTA. The CTA includes standardised text that confirms the Council remains liable for any pre conversion costs and the academy is responsible for post conversion costs. It must be noted that any cash balance or local bank account balance remains the property of the Council (excluding any local school funds). However, in this case, the school do not have a local bank account.

- 37 The creation of an Academy means that resources are paid to the school directly by the Education Funding Agency (EFA) once the local Authority ceases to maintain the school. There is a consequent reduction in an Authority's Dedicated Schools Grant (DSG), based broadly on replication of the Authority's funding formula for schools.
- 38 The Local Authority has made it clear that it expects the School and the Governing Board to discharge their financial responsibilities in respect of public money appropriately. The school is predicted to have a surplus on conversion.
- 39 The Local Authority requires that any surplus or deficit at the point of closure will be treated in accordance with the provisions of the Academies Act 2010 and the guidance on Academy surplus and deficits issued by the Department for Education. The Finance Service will complete a "final balance" calculation to ensure all costs and funding are correctly allocated. This can be complex and it must be agreed with the school within four months of conversion.

Policy

- 40 The implementation of academy conversion is undertaken in accordance with national legislation as per the various Education Acts as referred to earlier in this report.
- 41 The governing body of an academy will be the admitting authority. This means they have the power to set and apply their admission criteria. They must adhere to the mandatory provisions of the School Admissions Code and follow the provisions set out in the local authority's scheme of co-ordination.

Equality, Diversity and Inclusion

- 42 The Academies Conversion programme is a Central Government Policy. The school will become their own admissions authority but will continue to work with the local authority to ensure they are code compliant. Strong relationships will remain with the school and Headteacher on a wide variety of educational themes post conversion.
- 43 The SoS has confirmed that the School will convert to Academy status on 1 January 2025. The Council will urge the new Academy, as a public body, to be mindful of its Public Sector Equality Duty in particular in relation to its admissions policy and recruitment and management of staff.
- 44 An Equality Impact Assessment (EqIA) should be undertaken by the relevant governing body/interim executive board of the school prior to conversion for the School to adequately discharge their equality duty. The Local Authority will work with and remind the schools governing body/interim executive board of its duty to ensure this is undertaken to address the impact prior to conversion.

Human Resources

- 45 The school employees will transfer from the Governing Board of the school to the Academy Trust under TUPE regulations. The school already uses the in-house HR service from the Trust who will advise on human resource implications.
- 46 In addition, members of staff at the school that are currently employed by the Governing Board are to transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the Trust under a Commercial Transfer Agreement (CTA).
- 47 The statutory TUPE process was managed and co-ordinated by the Trust HR Team. The formal consultation with the Unions took place on 16 September 2024 and a presentation was given to staff immediately after. It was a no measures TUPE, and the Unions or employees raised any concerns or questions. The consultation closed on 7 October 2024. The minutes of the consultation and presentation given were circulated to the Unions and a letter was issued to all staff with FAQ's. The Unions also received a pre-consultation questionnaire that provided them with the specifics of the actions taken by the school in regards of due diligence of the conversion.

Risk Management

- 48 The management of risk to the Council arising from the conversion of the school to an academy is governed by the structured legislative process which is followed; this ensures due diligence is undertaken at all stages and that the Council complies with its statutory responsibilities and the conversion process is completed effectively and efficiently.
- 49 The Council is required to take all reasonable steps to facilitate the conversion, as described in the body of the report, and then "Cease to Maintain" the school; by co-operating with the conversion process, negotiating and entering into the lease agreements, the need for the Secretary of State to enforce a transfer scheme under the Academies Act 2010 is mitigated.
- 50 All parties are kept regularly informed of progress to ensure any concerns are picked up and resolved at the earliest opportunity to keep the conversation on track.

Rural Communities

- 51 There are no direct implications for rural communities.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 52 There are no direct implications for children and young people.

Public Health

- 53 There are no direct implications for public health.

Climate Change

54 There are no direct implications for climate change.

Access to Information	
Contact Officer:	<p>Joe Carter</p> <p>Education Project Manager</p> <p>Joe.carter@cheshireeast.gov.uk</p>
Appendices:	<p>Appendix 1: Draft Commercial Transfer Agreement</p> <p>Appendix 2: Draft Model Lease</p> <p>Appendix 3: St Benedict's Catholic Primary School Lease plan</p> <p>Appendix 4: Academy Order for St Benedict's Catholic Primary School</p>
Background Papers:	<p>Convert to an academy: documents for schools - GOV.UK (www.gov.uk)</p>

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Dated 2025

- (1) CHESHIRE EAST COUNCIL**
- (2) THE GOVERNING BODY OF ST BENEDICT'S CATHOLIC PRIMARY SCHOOL**
- (3) OUR LADY HELP OF CHRISTIANS CATHOLIC ACADEMY TRUST**

Transfer Agreement

St Benedict's Catholic Primary School, a Voluntary Academy

THIS AGREEMENT is made

2024

PARTIES:

- (1) **CHESHIRE EAST COUNCIL** of [Insert Address] (the “**Council**”);
- (2) **THE GOVERNING BODY OF ST BENEDICT’S CATHOLIC PRIMARY SCHOOL** of Hall Road, Handforth, Wilmslow, Cheshire SK9 3AE (the “**Governing Body**”);
- (3) **OUR LADY HELP OF CHRISTIANS CATHOLIC ACADEMY TRUST** a company limited by guarantee registered in England and Wales (company number 08307881) whose registered office is at All Hallows Catholic College A Voluntary Academy, Brooklands Avenue, Macclesfield, Cheshire, SK11 8LB (the “**Company**”).

WHEREAS

- (A) The Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site is owned partly by the Council and on the Transfer Date the Council will enter into a 125 year lease with the Company in respect of the part of the site owned by the Council and used by the School.

1 Definitions and Interpretation

1.1 In this Agreement the following words shall have the following meanings:-

- Academy** means the academy to be maintained by the Company at the site of the School under the proposed name St Benedict’s Catholic Primary School, a Voluntary Academy;
- Assets** means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Council and/or the Governing Body (as the case may be) for the purposes of the School including but not limited to those listed in Schedule 3, but excluding the Excluded Assets;
- Children’s Barred List** means the single barred list for those who are barred from engaging in regulated activity with children as required by the Safeguarding Vulnerable Groups Act 2006 and maintained by the Disclosure and Barring Service and amended by the Protection of Freedom Act 2012;
- Contractor** means a contractor providing services to the Company to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date;

Contracts

means the contracts (including any collateral warranties, guarantees, bonds and third party rights in favour of the Council and/or the Governing Body (irrespective of whether the Council or the Governing Body is a signatory to the same)) entered into by the Council and/or the Governing Body (as the case may be) for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including but not limited to:

- (i) contracts, collateral warranties, guarantees, bonds and third party rights relating to building, improvement, maintenance or other works of the land and buildings comprised in the site of the School; and
- (ii) those contracts listed in Schedule 2 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date),

and where such contract was entered into by the Council and relates to other schools operated by the Council as well as the School then only such part of that contract as relates to the School, in each case excluding the Excluded Contracts;

Data Protection Legislation

means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Directive

means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted or extended from time to time);

Disclosure and Barring Service	means the organisation established under the Protection of Freedoms Act 2012 and formed on 1 December 2012 by the merging of functions of the Criminal Records Bureau and the Independent Safeguarding Authority;
Eligible Employees	means the Transferring Employees who transfer to the Company and are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
Employee Liability Information	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
Employee Schedule	means a list of all School Employees as at the date that the list is provided to the Company by the Governing Body;
Encumbrance	means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
Excluded Assets	means the assets described in Schedule 4 which are excluded from the transfer effected by this Agreement;
Excluded Contracts	means the contracts described in Schedule 5 which are excluded from the transfer effected by this Agreement;
Excluded Liabilities	means all Losses not expressly transferred to the Company pursuant to the terms of this Agreement;
Funding Agreement	means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding arrangements for the Academy;
Loss	means all costs, claims, liabilities and expenses (including reasonable legal expenses) and “Losses” shall be construed accordingly;
the LGPS	means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;

the Personnel Files	means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the School and any previous period of continuous employment with the Council and/or the Governing Body, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;
the Pupil Records	means the records and information held by the Council or the Governing Body in respect of the pupils at the School who will or who are likely to become pupils at the Academy;
the Regulations	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);
the School	means St Benedict's Catholic Primary School (a maintained school);
School Employees	means any employees of the Council or of the Governing Body or of any other persons who are assigned to the School or to services provided in connection with the School;
School Fund	means the following bank account:- RBS St Benedicts Catholic Primary School 10002907 16-20-33;
Staffing Information	means, in respect of the School Employees, the information listed in Schedule 1;
Third Party Consent	means a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Company of any of the Assets or Contracts;
the TPS	means the Teachers' Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to

the Superannuation Act 1972 as from time to time amended;

Transfer Date means the date specified in the Funding Agreement on which the Academy will open;

Transferring Employees means any School Employees whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule;

UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from the time to time.

- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
 - 1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
 - 1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
 - 1.2.4 a reference to a Clause or Schedule is to the relevant clause or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.
- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.
- 1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed

as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2 Condition Precedent

This Agreement is conditional upon the Funding Agreement being signed by the Company and the Secretary of State on or before the Transfer Date. In the event that the Funding Agreement is not signed by such date, this Agreement shall cease to have effect on the day following such date.

3 Operation of the Regulations

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the contracts of employment made between the current employer and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Transfer Date as if originally made between the Company or (as the case may be) a Contractor and the Transferring Employees.

4 Provision of Staffing Information and Warranties

- 4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Governing Body shall, at least 14 days prior to the Transfer Date to the extent lawfully permitted, provide the Company with the Employee Schedule and Staffing Information.
- 4.2 The Governing Body shall notify the Company of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable prior to the Transfer Date and shall upon request by the Company meet the Company to discuss the information disclosed.
- 4.3 The Governing Body warrants, and in respect of any School Employee employed by the Council the Council also warrants, as at the date of this Agreement and again as at the Transfer Date:
- 4.3.1 that the information in the Employee Schedule and the Staffing Information is complete, accurate and up-to-date;
 - 4.3.2 that neither it (nor any other employer of a School Employee) is in material breach of the contract of employment of any of the School Employees nor is any School Employee in material breach of his contract of employment;
 - 4.3.3 that none of the School Employees have given or received notice of termination of employment nor are any of the School Employees the subject of any material disciplinary action nor is any School Employee engaged in any grievance procedure; and

- 4.3.4 that neither it (nor any other employer of a School Employee) is engaged in relation to any School Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;
 - 4.3.5 that all School Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work) (England) Regulations 2012; and
 - 4.3.6 that by the Transfer Date all Transferring Employees will have been checked against the Children's Barred List (as appropriate) and checked through the Disclosure and Barring Service (formally the Criminal Records Bureau) and all other checks required by law.
- 4.4 The Governing Body undertakes to the Company, and the Council undertakes in respect of any School Employees employed by the Council, that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Governing Body, or as the case may be the Council, shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
 - 4.4.2 the Governing Body, or as the case may be the Council, shall not, and shall procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
 - (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any School Employees (other than where such amendment or variation has previously been agreed between the Governing Body and the School Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer to the Company);
 - (b) terminate or give notice to terminate the employment or engagement of any School Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - (c) employ or assign any person to the School who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Governing Body, or as the case may be the Council, shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

5 Apportionments

- 5.1 The Governing Body and (in respect of any School Employee employed by the Council) the Council shall be responsible for all emoluments and outgoings in respect of the School Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to but not including the Transfer Date, and will pay such liabilities in the ordinary course prior to the Transfer Date and hereby indemnifies the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.
- 5.2 The Company shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part from (and including) the Transfer Date, and will indemnify the Governing Body against Losses in respect of the same.

6 Information and Consultation

- 6.1 The Company shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.
- 6.2 The Governing Body and (in respect of any School Employee employed by the Council) the Council shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Governing Body or, in respect of any School Employee employed by the Council, the Council is unable to do so as a result of the failure of the Company and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7 Indemnities

- 7.1 The Governing Body and (in respect of any School Employee employed or formerly employed by the Council) the Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employees or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Company in connection with or as a result of:
- 7.1.1 any claim or demand by any School Employee or former School Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee or former School Employee or any claim relating to the period on and before the Transfer Date (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by

the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);

- 7.1.2 any failure by the Council or the Governing Body or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations;
 - 7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Council or Governing Body) arising from or connected with any failure by the Council, the Governing Body or any other employer of the School Employees to comply with any legal obligation to such trade union, body or person; and/or
 - 7.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Company or any Contractor incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations.
- 7.2 If in connection with the closing of the School and the opening of the Academy it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:
- 7.2.1 the Company (or, where applicable, the Contractor) may by 4pm on the fifteenth (15th) working day following but excluding the day upon which it becomes aware of that allegation or finding, dismiss the employee with immediate effect; and
 - 7.2.2 the Governing Body (or, in respect of any person whose employment transfers or is alleged to transfer from the Council, the Council) shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal and any other claim brought by or on behalf of that person.
- 7.3 The Company shall (in respect of Transferring Employees employed by the Company), and shall use reasonable endeavours to procure that any Contractor shall (in respect of Transferring Employees employed by the Contractor), indemnify the Governing Body or, in respect of any School Employee employed by the Council, the Council against all Losses incurred by that party in connection with or as a result of:
- 7.3.1 any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a

redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor, as the case may be, in respect of any Transferring Employee on or after the Transfer Date; and/or

- 7.3.2 any claim or demand by any School Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Company or the Contractor, as the case may be, on the Transfer Date, where that School Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

8 Pensions

- 8.1 The parties acknowledge that the Company is a “scheme employer” for the purposes of the Local Government Pension Scheme Regulations 2013 (“the LGPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.2 The parties acknowledge that the Company is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 2014 (“the TPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.3 The Company acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.
- 8.4 The Company shall be responsible for any LGPS deficit relating to the Eligible Employees’ membership of the LGPS referable to service up to and including the Transfer Date.
- 8.5 The Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any sum due to the LGPS and the TPS relating to the period from the Transfer Date.
- 8.6 The Company shall:-
- 8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees;
- 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of any

onward transfer of any person engaged or employed by the Company; and

- 8.6.3 fully co-operate with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Company.

9 The Assets and the Contracts

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer such right and title as they have to the Assets (subject to any Encumbrance to which such Assets are subject and to any Third Party Consent), to the Company free of charge.
- 9.2 The Excluded Assets and Excluded Liabilities shall be excluded from the transfer under this Agreement.
- 9.3 The Council, the Governing Body and the Company shall work together in good faith to achieve a smooth transfer which best meets the needs of students transferring from the School to the Academy.
- 9.4 Such right of title as the Governing Body or the Council have to the Assets and risk in the Assets shall pass to the Company on the Transfer Date provided always that the Council and the Governing Body will have no liability to the Company in relation to the condition of such assets.
- 9.5 The Company shall have responsibility for the operation of the Academy from the Transfer Date and the Council and the Governing Body shall have no further obligation in terms of the operation of the School from the Transfer Date.
- 9.6 The Council and/or Governing Body (as applicable) with effect from the Transfer Date assigns to the Company all the Contracts which are (a) capable of assignment without the consent of other parties to those contracts (b) to the extent that such Contracts are not assignable without the consent of the other parties, if such consent has been obtained prior to the Transfer Date.
- 9.7 If any of the Contracts cannot be transferred to the Company except by an assignment made with the consent of another party or by an agreement of novation:
 - 9.7.1 this Agreement shall not constitute an assignment or an attempted assignment of that Contract if the assignment or attempted assignment would constitute a breach of that Contract;
 - 9.7.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment and then to assign, or to procure the novation, of that Contract; and
 - 9.7.3 until the consent or novation is obtained:
 - (a) the Council or the Governing Body (as the case may be) shall hold the same on trust for the Company and shall (at the Company's cost) do all such acts and things as the

Company may reasonably require to enable due performance of the Contract and to provide for the Company the benefits of the Contract (including enforcement of any right of the Council or the Governing Body (as the case may be) against the other party to the Contract arising out of its termination by the other party or otherwise);

- (b) the Company shall (if sub-contracting is permissible and lawful under the Contract in question), as the Council's or Governing Body's (as appropriate) sub-contractor, perform all the obligations of the Council (or Governing Body) under such Contract and where sub-contracting is not permissible, the Company shall perform such obligations as agent for the Council or Governing Body (as appropriate); and
- (c) unless and until any such Contract is assigned or novated, the Council or Governing Body (as appropriate) shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Company may reasonably require from time to time.

- 9.8 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).
- 9.9 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred or payable in relation to the Assets and the Contracts up to the Transfer Date ("Historic Liabilities") shall belong to, and be paid and discharged by, the Council or, as the case may be, the Governing Body (whichever is currently responsible) in the ordinary course of business and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities for which it is responsible under this clause.
- 9.10 All receipts relating to the Assets and the Contracts and all Losses and outgoings relating to the Assets and the Contracts incurred or payable as from and including the Transfer Date ("Future Liabilities") shall belong to, and be paid and discharged by the Company and the Company undertakes to indemnify and keep the Council and the Governing Body indemnified against any Future Liabilities.
- 9.11 The Company agrees that, following the Transfer Date, it shall provide the Council with sufficient information, as reasonably requested by the Council, to enable the Council to accurately determine and discharge any Historic Liabilities (including, without limitation, any payments relating to the School's accounts). In the event that the Council makes an underpayment or overpayment in relation to any Historic Liabilities (including, without limitation, any payments relating to the School's accounts), the Council and the Company agree to repay any such sums to the other (as appropriate). In the event that the Council has made no payment in relation to any Historic Liabilities but has received payment from the Secretary of State in respect of these, and this

amount is an underpayment or an overpayment, the Council and the Company agree to repay any such sums to the other (as appropriate).

- 9.12 The Council and the Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent that they are permitted to do so by Data Protection Legislation (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Legislation to deliver such information to the Company).
- 9.13 The Company undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.
- 9.14 In the event that the Council has procured professional services in connection with building or maintenance works by utilising in-house resources instead of appointing external consultants, in respect of those services the Council warrants that it has exercised (and if relevant will continue to do so) the degree of reasonable skill and care to be expected of an appropriately qualified professional of the relevant discipline to the services in question who is experienced in performing such services.
- 9.15 In any case where the Contracts relate to building works which have not reached practical completion or are still within the rectification period, defects liability period or maintenance period or where there are professional services still to perform the Contracts shall not be assigned and the Council shall hold the benefits of such Contracts on trust for the Company until the issue of the certificate of making good defects or equivalent of the building works or completion of professional services and the following clauses shall apply:
- 9.15.1 the Council shall continue to perform the employer's obligations under such Contracts;
- 9.15.2 the Council shall procure that the contract administrator shall provide 5 business days' prior written notice to the Company of the contract administrator's intention to issue any certificate of practical completion and making good defects and the Council shall procure that the contract administrator shall take all due and proper regard of the representations made by the Company in relation to such certificate provided that such representations are provided within 5 business days of such notice;
- 9.15.3 the Council shall at the request and expense of the Company take such action under the Contracts as may reasonably be required by the Company and will pay to the Company all monies and sums received pursuant to such enforcement action as soon as reasonably practicable; and
- 9.15.4 upon the issue of the certificate of making good defects or equivalent of the building works or completion of professional services, the Council shall assign such Contracts to the Company and clause 9.7 shall apply.

10 Conduct of Claims

10.1 In respect of the indemnities given in this Agreement:

10.1.1 the indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

10.1.2 the indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters and obtain their consent before settlement; and

10.1.3 the indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such co-operation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11 Confidentiality

Each party undertakes to the other that they will keep the contents of this Agreement confidential as between the parties, and the Department for Education (or its successors) except to the extent that disclosure is required by law.

12 Third Parties

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13 Force Majeure

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14 General

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach

of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

- 14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.
- 14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be unenforceable or illegal, the other provisions will remain unaffected and in force.
- 14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.
- 14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).
- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Nothing in this agreement shall oblige the Governing Body to continue in existence where it ceases to do so as a result of the closure of the School or by operation of law or shall place any obligation or liability on the individual members of the Governing Body whether or not the Governing Body continues to exist.
- 14.8 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.9 Any notice shall be deemed to have been duly received:
 - 14.9.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
 - 14.9.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
 - 14.9.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.10 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.11 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.12 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.

EXECUTED AS A DEED by
OUR LADY HELP OF CHRISTIANS
CATHOLIC ACADEMY TRUST

acting by

_____ ,

a director and _____ ,

a director

Director

Director

Schedule 1 Staffing Information

- 1 Individual terms and conditions
 - 1.1 Copies of all current employment contracts, and all other terms and conditions of employment.
 - 1.2 A schedule comprising in respect of each employee, the following particulars:-
 - 1.2.1 full name;
 - 1.2.2 post;
 - 1.2.3 whether the employment is full or part time;
 - 1.2.4 sex;
 - 1.2.5 date of birth;
 - 1.2.6 date of commencement of service;
 - 1.2.7 notice period;
 - 1.2.8 normal retirement age;
 - 1.2.9 remuneration;
 - 1.2.10 pension;
 - 1.2.11 in respect of teachers:
 - (a) scale point or leadership group spine point;
 - (b) assimilation point for the head teacher;
 - (c) whether the employee is a post-threshold teacher;
 - (d) whether the employee is a good honours graduate;
 - (e) management, recruitment, retention and/or any other allowances payable;
 - (f) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.
 - 1.3 Details of any recent changes of terms and conditions in relation to any employee.
 - 1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:-
 - 1.4.1 redundancy procedures and payments;
 - 1.4.2 redeployment procedures;

- 1.4.3 sickness absence and sick pay entitlements;
- 1.4.4 equal opportunities;
- 1.4.5 disciplinary matters;
- 1.4.6 maternity rights;

and details of whether or not each of the above are discretionary or contractual.

- 1.5 Copies of any job descriptions.
- 1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2 Collective bargaining

- 2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.
- 2.2 Details of any trade union recognised by the Council/Governing Body, giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.
- 2.3 Details of any other agreement, whether school, local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".
- 2.4 Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

3 Disputes

- 3.1 Details of any dispute with any employee whether brought under the Council/Governing Body's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.
- 3.2 Details of any litigation threatened or pending against the Council/Governing Body, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.
- 3.3 Details of any enquiry, correspondence or contact between the Council/Governing Body and the Equality and Human Rights Commission, the Health and Safety Inspector and HM Revenue and Customs concerning employees.
- 3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.
- 3.5 Details, and, if available, copies, of any warnings given to employees under the Council/Governing Body's disciplinary or capability procedures.

- 4 Dismissals
 - 4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.
 - 4.2 Details of all employees recruited within the last 12 months.
- 5 Working Time Regulations 1998
 - 5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.
- 6 Health and Safety
 - 6.1 Details of any health and safety committees/representatives.
 - 6.2 Details of any health and safety complaints or recommendations or claims within the last 5 years.
- 7 Trainees/Consultants
 - 7.1 Details of all individuals in the undertaking working on training, work experience or similar schemes.
 - 7.2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.
- 8 Absent employees
 - 8.1 Details of all employees who have notified the Council/Governing Body that they are pregnant or who are currently absent on maternity leave.
 - 8.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.
- 9 Job Evaluation Scheme
 - 9.1 A copy of any job evaluation scheme.
- 10 Contractor Employees
 - 10.1 Details of any individuals employed by contractors working in the school.
- 11 Pension
 - 11.1 A list of all pension schemes (both occupational and personal) applicable to the employees.
 - 11.2 Details of any current or pending applications for early retirement.

Schedule 2 The Contracts

Supplier	Contract	Supplies/services	Contract start date	Contract end date	Notes
Amaven	Yes	PE Software subscription	1.9.24	31.8.25	
Amazon Prime Subscription	Yes	Subscription	1.7.24	30.6.25	
Arbor Education Partners Ltd	Yes	MIS system	23.2.23	22.2.26	
Avanti Business Equipment Ltd	Yes	Photocopier rental	1.11.23	26.10.28	
B&M Waste Services	Yes	Waste bins	11.3.24	10.3.25	
BSquared	Yes	Literacy Subscription	11.8.24	11.8.25	
Charanga Musical School licence	Yes	Music Subscription	3.10.24	2.10.25	
Cheshire East Council - CHESS services - SCIES Safeguarding	Yes	Safeguarding	1.9.24	31.8.25	
Cheshire East Council - CHESS services - LOTC incl. Evolve	Yes	School trips	1.9.24	31.8.25	
Cheshire East Council - CHESS services - CLEAPPS	Yes	Science & technology	1.9.24	31.8.25	
Cheshire East Council - CHESS services - Access Cheshire?	Yes	IT Safeguarding software	1.9.24	31.8.25 23.11.24	
Cpoms Systems Limited	Yes	Science Subscription	24.11.23	4	Will renew
Developing Experts	Yes	Subscription	1.9.24	31.8.25	One year contract signed. One term's notice required
Dolce East Cheshire Association Of Primary Headteachers	Yes	Catering Subscription	3.12.19 14.5.24	None 13.5.25	
Edshed	Yes	Maths subscription	13.9.24	12.9.25 23.11.2	
Equin Limited (Insight)	Yes	Assessment tool	24.11.23	4	Will renew
Econocom	Yes	Finance for laptops/ipads	1.8.24	31.7.27	

		Hire of pool for			
Everybody Health & Leisure	Yes	swimming	30.7.24	29.7.25	
		Display energy		28.11.2	
Fading Footprints Ltd	Yes	certificate	27.11.23	8	
		Phone line and			
Firstcom Europe	Yes	broadband	9.3.21	8.3.26	
		Phone			
Grenke Leasing Ltd	Yes	rental	1.3.21	1.3.26	Through Firstcom
ICO	Yes	GDPR	Jan-24	Jan-25	
		Dyslexia			
IDL	Yes	tool	4.11.24	3.11.25	
Inventry Ltd	Yes	Sign in app	8.11.22	8.11.25	
		Subscriptio			
Jellyjames Publishing Ltd	Yes	n	1.4.24	1.9.25	
		Subscriptio			
Kapow	Yes	n	5.3.24	4.3.25	
		English			
		subscriptio			
Literacy Company	Yes	n	3.7.24	2.7.25	
		Music			
Love Music Trust	Yes	teacher	1.9.24	31.8.25	
		Maths			
Maths Circle (TTRS/Numbots)	Yes	subscriptio	11.6.24	10.6.25	
		n			
		Subscriptio			
Medical Tracker	Yes	n	1.9.24	1.9.25	
		Alarm			
		maintenanc			
Moore Secure	Yes	e/service	29.1.24	29.1.25	Will renew
		Subscriptio			
Nessy Learning	Yes	n	1.5.24	30.4.25	
One Education Ltd - IT support	Yes	IT support	1.9.24	31.8.25	
One Education Ltd - Cloud backup	Yes	Cloud backup	1.4.24	31.3.25	
One Education Ltd - Governor Clerking	Yes	Governor clerking	1.9.24	31.8.25	
		Governorhu			
		b			
One Education Ltd - Governorhub	Yes	subscriptio	1.9.24	31.8.25	
		n			
One Education Ltd - One Connection	Yes	IT	1.9.22	31.8.25	
		Parent pay			
Parentpay	Yes	app	23.6.15	10.5.25	
		Photocopie		26.10.2	
PEAC (UK) Limited	Yes	r lease	1.11.23	028	

PFC	Yes	Sports Coaches	1.9.24	31.8.25	
PHS Group	Yes	Hygiene services	6.1.22	5.1.25	Will renew
Reading Plus - Reading Solutions UK	Yes	Reading subscription	1.7.24	30.6.27	
Renaissance Learning UK Ltd	Yes	Reading subscription	1.4.24	31.8.27	
Schoolcomms	Yes	Parent app IT technical support	24.6.15	23.6.25	
School Ict Services Ltd	Yes	Website	1.9.22	31.8.25	
School Spider Ltd	Yes	Website	20.7.22	19.9.25	
Schools Advisory Service (Sovereign Risk Management Limited)	Yes	Staff absence insurance	1.9.24	31.8.25	
Surety Keyholding	Yes	Security EYFS subscription	15.7.24	14.7.25	
Tapestry	Yes	RE	5.5.24	4.5.25	
Ten Ten Resources	Yes	Resources	4.6.24	4.6.25	
Wandle Learning Partnership	Yes	Reading subscription	1.9.24	31.8.25	
Wave	Yes	Water supplier	4.4.24	3.4.29	
West Mercia Energy (Gas and Electric through Cheshire East)	Yes	Gas and Electric supplier	1.4.22	30.3.27	
White Rose Education	Yes	Maths subscription	25.9.24	24.9.25	

Mahdi.Choudhury@cheshireeast.gov.uk

Supplier	Supplies/services	Contract	Date started
123 Learning	Maths subscription	No	
Absolute Interpreting And Translations Ltd	Interpreting services	No	
AES Electrical and Compliance Services Ltd	Electrical services	No	
Amazon	Purchases	No	

Ashley Cleaning Supplies	Cleaning supplies	No	
Axcis Education	Supply services	No	
C&C Catering Engineers Limited	Catering engineers	No	
Catalyst Science Discovery Centre and Museum Trust	Year 3 residential	No	Booking for 25.3.25
Cheshire East Council (Rates) Will we pay Council Tax?	Business rates	No	
Cheshire Woodlands Limited	Tree services	No	
Christine Meadows	Flamenco coach	No	
Claremont Catering Engineers	Catering engineers	No	
Climate Heating & Plumbing Services Ltd	Gas engineers	No	
Cobwebs First	Contract cleaners	No	Cleaners - no contract signed.
Compass Complete Solutions Limited	Electrical services	No	
Concept Hygiene Limited	Hygiene services	No	Monthly hygiene service. No contract signed.
Cornerstone Alternative Education Limited	Behaviour services	No	
Curriculum Travel	Y4 residential to York	No	Booking for June 2025
Cusworth Master Locksmiths	Locksmith Training services	No	
Diocese Of Shrewsbury		No	
Diocese Of Shrewsbury Schools Building Fund	Building fund	No	
DRUHM Ltd	Drum lessons	No	
DSG Industrial Hygiene Supplies	Hygiene supplies	No	
Early Years 2 Primary Llp	Training services	No	
ECM Education Consultants Ltd	SIP Confidential	No	
Ecoshred	waste	No	
Egan Reid Stationery Co Ltd	School supplies	No	
Eric Charlesworth (Electrical Conts) Ltd	Electrical services	No	
Firesec Compliance Limited	Fire risk assessment	No	
Firezone Consultants	Fire extinguishers	No	
First For Literacy Limited (Trading As Literacy First)	Training services	No	
Gauntlet Birds of Prey	School trip	No	Booking for 20.5.25

Green Contract Services	Asbestos risk assessments	No			
Hachette UK Distribution	School supplies	No			
				31. 8.2	Music service for the year. No contract signed.
Handforth Highnotes	Music lessons	No	1.9.2 4	5	
Harper Collins Publishers	School supplies	No			
Henshaws	Waste/skip hire	No			
HSL Compliance Limited	Facilities	No			
Imagine That	School trip	No			
Information & Data Networks Supplies Ltd	IT supplies	No			
				31. 8.2	Gymnastic Services for the year. No signed contract.
Joanne Elaine School of Dancing	Gymnastics	No	1.9.2 4	4	
Johnny Healy	Tennis coach	No			
	Electrical services	No			
John Potts (Elec Cont) Ltd	Plumbing services	No			
John Worth Ltd	School trip	No			
Knowsley Safari Park	Grounds maintenance	No			Booking for 21.5.25
				31. 10.	
Landscape Commercial Ltd	contractor	No	1.11. 23	24	No contract signed
Lloyds VISA card through Cheshire East Council	VISA card	No			
Marist Youth Centre	School trip	No			
Mark Clayton Handyman Services	Maintenance	No			
	Staff car insurance	No			
Marsh Brokers Limited	End of year performance	No			
Musicline School Musicals NFER	Test papers	No			
	Drama and dance				
Noodle Performance Arts Cheshire	workshops	No			
	Trains for swimming	No			
Northern Education	Training/HR services	No			
Our Lady Help of Christians Catholic Academy Trust					
					Monthly pest control service. No contract signed.
Pest In Peace Ltd	Pest control	No			
Phil Beswick Education Consultancy Limited	SIP	No			
Premier Education	Supply services	No			
Prim-Ed.com	Resources	No			
PSU Uniform supplier	Uniform	No			

Robinwood Activity Centre Limited	Y5 residential	No	Booking for April 2025
Roman Tours	School trip	No	
	Coach company for		
Roy McCarthy Coaches	trips	No	
Royal Mail	Keepsafe	No	
S W Piano Services	Piano tuner	No	
Send Recruitment	Supply services	No	
Silk Heritage Trust	School trip	No	
Societe Generale Equipment Finance Limited	Lease company finance	No	
Team Teach Limited	Training	No	
The Bird Company T/A Gauntlet Birds Of Prey Eagle & Vulture Park	School trip	No	Booked for May 2025
Weaver and Bomford	Office supplies	No	
YPO	Resources	No	
Adaptable Travel	Y6 London trip	No	London residential

Schedule 3 The Assets

- 1 All equipment, furniture, fixtures and fittings on the site of the School (“**the loose plant and equipment**”), subject to all contractual obligations in respect of any part of the loose plant and equipment which is the subject of any leasing, hire or hire purchase agreements except, for the avoidance of doubt, the Excluded Assets.
- 2 All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Council or Governing Body (as appropriate) and used exclusively by the School.
- 3 All rights of the Council or Governing Body (as appropriate) in respect of computer software used by the School whether granted by licence or otherwise.
- 4 Any balance remaining from the School’s budget following completion of due accounting procedures.
- 5 The School Fund.
- 6 The benefit of any grants made to the School in respect of periods before the Transfer Date.
- 7 The following items:-

Location	Item
RECEPTION OUTSIDE PLAY AREA	2 X BENCHES
RECEPTION OUTSIDE PLAY AREA	2 X CHALKBOARD
RECEPTION OUTSIDE PLAY AREA	2 X DEN BUILDING BENCHES
RECEPTION OUTSIDE PLAY AREA	2 X SHEDS
RECEPTION OUTSIDE PLAY AREA	5 X TRIKES
	DRESSING UP STORAGE
RECEPTION OUTSIDE PLAY AREA	TRUNK
RECEPTION OUTSIDE PLAY AREA	MATHS STORAGE CUPBOARD
RECEPTION OUTSIDE PLAY AREA	MUD KITCHEN
RECEPTION OUTSIDE PLAY AREA	NURSERY BLOCK SET
RECEPTION OUTSIDE PLAY AREA	SAND AND WATER PLAY
RECEPTION OUTSIDE PLAY AREA	SMALL CLIMBING FRAME
	WALL MOUNTED PLAY
RECEPTION OUTSIDE PLAY AREA	SCALES
RECEPTION OUTSIDE PLAY AREA	WATER CASCADE
RECEPTION OUTSIDE PLAY AREA	WOODEN TABLE
Playground/Field	Football goal posts
	PE Shed
	Playground toys box x 2
	Large wooden house

	Picnic benches
	Wooden tree seats
	Pond
	Caterpillar
	Netball post
Front/side of School	PTA Shed
	Storage shed
	Reception shed
	Grit bin
	3 x veg planters
	6 x wooden barrel planters
	Wheelbarrow and pull-along
Isobel's garden	Musical instruments
	Isobel's chair
	Picnic benches
	Book Corner shed
	Coloured pencils
	Wooden tree seats
	Wooden storage boxes
	Grit bin
	Plantpots
	Jesus in wooden display box

Schedule 4 The Excluded Assets

The following assets are excluded from this transfer:

- 1 The freehold or leasehold titles to the site of the School which are dealt with by separate agreement.
- 2 Cash in hand or at bank (other than any surpluses transferred to the Company from the Council and the Governing Body pursuant to the Academy Conversions (Transfer of School Surpluses) Regulations 2013 or any amounts referred to at paragraph 4 of Schedule 3.

Schedule 5 The Excluded Contracts

Cheshire East Council - CHESS services - Payroll	Payroll services	Y es	1.9. 24	31.8 .24	
Cheshire East Council - CHESS services - Finance	Finance services	Y es	1.9. 24	31.8 .24	Will refund for months not used
Cheshire East Council - CHESS services - HR Contractual Admin	HR Admin	Y es	1.9. 24	31.8 .24	
Cheshire East Council - CHESS services - Payments & Income	Invoicing/Income	Y es	1.9. 24	31.8 .24	
Cheshire East Council - CHESS services - School Fund Audit	Audit of school fund	Y es	1.9. 24	31.8 .24	
One Education Ltd - SIMS Annual entitlement - year 3 of 3	SIMS support	Y es	1.4. 24	31.3 .25	
Education Software Solutions Limited - ESS	IT Support	Y es	1.4. 21	31.3 .25	

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Dated _____ **201[]**

(1) **[LOCAL AUTHORITY]**

- and -

(2) **[ACADEMY TRUST]**

LEASE

Property:

[●]

Term:

125 years

Table of contents	
Clause heading and number	Page number
1. DEFINITIONS AND INTERPRETATION	8
2. DEMISE RENTS AND OTHER PAYMENTS	14
3. TENANT'S COVENANTS	14
4. LANDLORD'S COVENANTS	22
5. INSURANCE AND RISK PROTECTION ARRANGEMENT	22
6. PROVISOS	23
7. LANDLORD'S POWERS	25
8. NEW TENANCY	25
9. CONTRACTS (RIGHT OF THIRD PARTIES) ACT	25
10. CHARITY	25
SIGNATURE PAGE	26
SCHEDULE 1	
PART 1 – THE PROPERTY	27
PART 2 – THE RETAINED LAND	28
SCHEDULE 2	
RIGHTS GRANTED	29
SCHEDULE 3	30
RIGHTS EXCEPTED AND RESERVED	30
SCHEDULE 4	
LANDLORD'S PROPERTY	32

LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE¹

LR1. Date of lease: 201[]
[Use following format e.g. 26 June 2006]

LR2. Title number(s):

LR2.1 Landlord's title number(s):
 [_____]

[Insert title numbers(s) out of which this lease is granted] OR
 [None]

LR2.2 Other title number(s):
 [_____]

[Insert existing title number(s) (except for those specified in LR2.1) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made] OR
 [None]

LR3. Parties to this lease: *[Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated]*

Landlord: [_____] [whose registered office is at] [of] [_____]

 (Company Registration Number: [_____])

Tenant: [_____] [whose registered office is at] [of] [_____]

 (Company Registration Number: [_____])

Surety:² [_____] [whose registered office is at] [of] [_____]

 (Company Registration Number: [_____])

(i) ¹ The provisions that follow designated with LR reference numbers are clauses prescribed by the Land Registry, which must be inserted at the beginning of the lease. These cannot be amended/deleted, save in relation to site specific information which will be inserted at the time of negotiation of the lease. Where terms and expressions are not relevant to the body of the lease the word "None" will be inserted in the space underneath.

(ii) ² This will not apply

- [Other parties:]** [Specify capacity of each party, e.g. management company OR delete]
- LR4. Property:** Please see the definition of "Property" in clause 1.1
 (referred to in the remainder of this lease as the "Property")
- LR5. Prescribed statements etc:** [None]
 OR
- [LR5.1]** [LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003:
 [If this lease includes a statement falling within LR5.1, insert here the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. See [PRESCRIBED STATEMENTS LRR 2003] for the wording of these statements]]
- [LR5.2]** [This lease is made under, or by reference to, provisions of:
 Leasehold Reform Act 1967
 Housing Act 1985
 Housing Act 1988
 Housing Act 1996]
 [Omit or delete those Acts which do not apply to this lease]
- LR6. Term for which the Property is leased:** [Include only the appropriate statement from the following options
 (referred to in the remainder of this lease as the "Term")
 NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003]
 [From and including [_____]]
 To and including [_____]]
 OR
 [The term is as follows: [[number of years] from and including [_____]]]

- LR7. Premium:³** [None]
 OR
 [[_____] pounds
 (£[_____] plus VAT of
 [_____] pounds
 (£[_____])]
- LR8. Prohibitions or restrictions on disposing of this lease:** [Include whichever of the two statements is appropriate. Almost inevitably the first option will apply. Do not set out here the wording of the provision]
 [This lease contains a provision that prohibits or restricts dispositions]
 OR
 [This lease does not contain a provision that prohibits or restricts dispositions]
- LR9. Rights of acquisition etc:**
- LR9.1** Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:
 [None]
 OR
 [The right(s) referred to in [clause [_____] of] [[paragraph [_____] of] schedule [_____] to] this lease]
- LR9.2** Tenant's covenant to (or offer to) surrender this lease:
 [None]
 OR
 [The covenant referred to in [clause [_____] of] [[paragraph [_____] of] schedule [_____] to] this lease]
- LR9.3** Landlord's contractual rights to acquire this lease:
 [e.g. right of pre-emption]
 [None]
 OR
 [The right(s) referred to in [clause [_____] of] [[paragraph [_____] of] schedule [_____] to] this lease]

(iii) ³ This will not apply

- LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:**
- [None]
OR
[The restrictive covenant(s) contained in [clause [] of] [[paragraph [] of] schedule [] to] this lease]
- LR11. Easements:**
- LR11.1** Easements granted by this lease for the benefit of the Property:
[The easement(s) set out in [●] to this lease]
OR
[None]
- LR11.2** Easements granted or reserved by this lease over the Property for the benefit of other property
[The easement(s) set out in [●] to this lease]
OR
[None]
- LR12. Estate rentcharge burdening the Property:**
- [This only applies to rentcharges created by this lease]
[None]
OR
[The rentcharge set out in [clause [] of] [[paragraph [] of] schedule [] to] this lease]
- LR13. Application for standard form of restriction:**
- [None]
OR
[Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, state who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in schedule 4 to the Land Registration Rules 2003. N.B. Do not use if the restriction is not in standard form; complete form RX1 instead]
[The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number []]:

[_____
_]]

LR14. Declaration of trust where there is more than one person comprising the Tenant:

[If the Tenant is one person or body]

[Not applicable]

OR

[If the Tenant is more than one person, complete by deleting all inapplicable alternative statements]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants]

OR

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares]

OR

[The Tenant is more than one person. They are to hold the Property on trust [complete as necessary]]

THIS LEASE is made the day of201[]

BETWEEN:

- (1) [LOCAL AUTHORITY] of [●] ("the Landlord")
- (2) [ACADEMY TRUST] (Company No [] [(Charity No []]) whose registered office is at [●] ("the Tenant")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

- "Amenities" drainage water gas electricity telephone and any other services or amenities of like nature;
- "Conduits" gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
- "End Date" the date that falls 90 working days after the Funding Termination Date;
- "Environment Acts" the Environmental Protection Act 1990, the Environment Act 1995, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
- "Fixtures and Fittings" and all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems [hardware and cabling of computer systems] and any other apparatus from time to time in or upon the Property;
- "Funding Agreement" (a) an agreement pursuant to [Section 1 of the Academies Act 2010] made between (1) the Secretary of State for Education and (2) [name of Academy Trust] [supplemental to a Master Funding Agreement made between the same parties]⁴; and

(iv) ⁴ These words are only relevant where the Authority and the Academy Trust have an existing Master Funding Agreement in place.

- (b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and
- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;

“Funding Termination Date”

the date that falls [30] working days after the termination of the Funding Agreement;

“Insured/Covered Risks”

fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time or are covered by the Risk Protection Arrangement of which the Tenant is a member, Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";

"Interest"

interest at the rate of [●] per cent per annum above [●] Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;

“Landlord’s Property”

land and buildings including the Property [registered at the Land Registry under Title Number [●]] [comprised in the documents set out at Schedule 4];

"Law"

any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;

"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
"Plan"	the plan ⁵ annexed to this Lease;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Institution of Chartered Surveyors;
"Property"	the property described in [Part 1] Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- <ul style="list-style-type: none">(a) temporarily making the Property safe and protecting any adjoining structures;(b) debris removal demolition and site clearance;(c) obtaining planning and any other requisite consents or approvals;(d) complying with the requirements of any Law;(e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;(f) all construction costs;(g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);

(v) ⁵ Project specific amendment will be required to refer to numbered plan or plans

“Relevant Secretary of State”	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Lease;
"Rent"	a peppercorn;
["Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1;] ⁶
“Risk Protection Arrangement	Arrangements to cover certain risks as operated by the Department for Education.
"Secretary of State for Education"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;
"Term"	125 years from and including the Term Commencement Date;
"Term Commencement Date"	[●]; ⁷
"Termination Date"	the date of expiration or sooner determination of the Term;
“the 1954 Act”	the Landlord and Tenant Act 1954;
“the 1995 Act”	the Landlord and Tenant (Covenants) Act 1995;
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

(vi) ⁶ Delete if not applicable.

(vii) ⁷ Where applicable, it is envisaged that the lease will be granted following expiry of the Defects Liability Period provided for in the D&B Contract.

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done;
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them;
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.12 a consent of the Landlord shall be valid if it is either:
 - (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;

- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing;
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;
- 1.2.16 pursuant to the Perpetuities and Accumulations Act 1964 the perpetuity period applicable to this Lease is eighty (80) years from the Term Commencement Date and whenever a future interest is granted it shall vest within that period and if it does not it will be void for remoteness;
- 1.2.17 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.18 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;
- 1.2.19 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;
- 1.2.20 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.21 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.22 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.23 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;

- 1.2.24 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.25 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.26 if any matter is referred to arbitration pursuant to this Lease:
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
 - (b) the arbitrator has no power:
 - (i) to order rectification setting aside or cancellation of this Lease;
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;
- 1.2.27 if any matter in this Lease is to be determined by an arbitrator:
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;
- 1.2.28 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and

- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. Demise Rents and Other Payments

2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-⁸

2.2.1 [together with the rights specified in Schedule 2;]

2.2.2 [excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and]

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4.⁹

3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term [provided always that if any Outgoings are payable in respect of the Retained Land as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;]

(viii) ⁸ Rights and reservations will only apply if the Landlord retains land or owns adjoining land over which rights are required.

(ix) ⁹ There may be some matters (such as the right to receive overage from land sold off in the past) the benefit of which is not intended to pass to the Tenant and these matters should be specifically excluded if they are within any of the documents listed in Schedule 4.

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges);

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

3.3 Repair and Upkeep

3.3.1 At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy and make good:-

(a) any damage it causes to the Property and/or

(b) any deterioration to the condition of the Property that may arise from the Term Commencement date

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage;

3.3.2 To notify the Landlord in writing immediately if any structural damage occurs to the Property.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

(a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the

period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter;

- (b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:
 - (i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property (“Funding Statement”); and
 - (ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available;

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above;

- (c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application (“Funding Application”) to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application (“Works Programme”);;

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.3 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;

- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable.

3.5 Alterations and Additions

- 3.5.1 Not to commit any act of waste;
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
 - (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or

- (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property;¹⁰
- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-
 - (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c);
 - (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above;
 - (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require;
- 3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord;
- 3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term;
- 3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord [or any occupiers of any part or parts of the Retained Land].
- 3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit.

(x) ¹⁰ If alterations are to be funded by the Tenant out of its own monies, rather than under the Funding Agreement, thought will need to be given in the licence for alterations as to how clause 5.1.3 (ownership of insurance proceeds on non-reinstatement) may need to be amended.

3.6 Signs and Advertisements

3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

3.7 Statutory Obligations

3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;

3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations;

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.8 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.9 Use

- 3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause;
- 3.9.2 Not to use the Property for any illegal or immoral purpose;
- 3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:
 - (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the [Academy Trust] from time to time); [and
 - (b) for community, fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a).]¹¹

3.10 Planning and Environmental Matters

- 3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise;
- 3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;
- 3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;
- 3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant;
- 3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

(xi) ¹¹ It is likely that the items in (b) would be within the charitable objects referred to in (a). However, this additional wording has been inserted as an optional clause for discussion between the parties on a case by case basis.

3.12 Dealings

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

3.12.2 (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the [Academy Trust] from time to time) where no relationship of landlord and tenant arises as a result of such occupation;

3.12.3 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.4 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.5 The Tenant is permitted to assign or transfer the whole of the Property to the relevant Secretary of State a proprietor or proposed proprietor of an Academy or to a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.6 [Not to underlet any part or parts or the whole of the Property] [Not to underlet the whole of the Property and not to underlet any part or parts of the Property for a term (including any option to renew) in excess of [●] years]¹²;

3.12.7 Not to charge the whole or any part or parts of the Property [without the Landlord's written consent].

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord.

3.14 Indemnity

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the

(xii) ¹² The question of limiting underlettings will be project-specific. If the Parties agree that no underletting is permitted, the first alternative is appropriate. It is likely that, as a minimum, underlettings for community purposes will be permitted and the second alternative may be appropriate to limit the length of such underlettings. Limitation of the purpose of underlettings (e.g. to underlettings of part for community use) may be appropriate.

Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;

3.15 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause

3.15.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;.1 occurring or arising.

3.16 Costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

3.16.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within [●] months after the Termination Date;

3.16.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.16.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.17 VAT

3.17.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in

relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.17.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.18 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within [●] days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

3.19 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them.

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

5. Insurance and Risk Protection Arrangement

5.1 The Tenant covenants with the Landlord:-

5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time, or to be a member of the Risk Protection Arrangement;

5.1.2 if not a member of the Risk Protection Arrangement to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;

5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely;¹³

5.1.4 if not a member of the Risk Protection Arrangement to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks if not a member of the Risk Protection Arrangement.

6. Provisos

6.1 Re-Entry

6.1.1 Where there occurs a breach by the Tenant of Clause 3.9 and/or following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate

(xiii) ¹³ Note that insurance monies belong to the Landlord. If the Academy Trust is paying for any buildings, or does so in the future, the parties should agree equitable provisions for a split of the insurance proceeds in the event of non-reinstatement.

the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely; of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

6.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;

6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;

6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

6.4 [Exclusion of S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.]¹⁴

6.5 Governance

6.5.1 This Lease is governed by English law.

6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.6 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.6.2 The Tenant confirms that:

(a) the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on [] in accordance with section 38A(3)(a) of the 1954 Act; and

(b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [] in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.7 Termination

(xiv) ¹⁴ Delete where there is no Retained Land of the Landlord.

- 6.7.1 This Lease shall automatically determine on the Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:
- (a) the Landlord has received prior notice in writing from the Secretary of State for Education of an intention for this Lease to be assigned in accordance with the terms of this Lease; or
 - (b) this Lease has been assigned in accordance with the terms if this Lease.
- 6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease.
- 6.7.3 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination, including where a notice terminating the Funding Agreement is served on the Tenant, and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement.
- 6.7.4 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.
- 6.7.5 On the termination of this Lease under Clause 6.7.1 or 6.7.2 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease.

7. Landlord's Powers

- 7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.
- 7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

8. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

9. Contracts (Rights of Third Parties) Act

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Charity

[The Property will as a result of this Lease be held by [**Academy Trust**] a non-exempt charity and the restrictions on dispositions imposed by section 117 to 121 of the Charities Act 2011 will apply to the Property (subject to section 117 (3) of that Act).]

[The property will as a result of this Lease be held by [**Academy Trust**] an exempt charity.]

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **[Local Authority]** in the presence of:-

.....
Authorised Signature)
.....
(Date)

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **[Academy Trust]** in the presence of:-

.....
Director
.....
Secretary
.....
(Date)

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as [●] shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).

[Part 2 – The Retained Land

The land and premises shown edged blue on the Plan and any land now or in the future in the ownership of the Landlord at adjacent or near the Property.]¹⁵

(xv) ¹⁵ Only applicable where land is being retained by Landlord.

SCHEDULE 2**Rights Granted¹⁶****1. Access**

The right for the Tenant and the Tenant's employees agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass with or without vehicles over and along the roadway at the Retained Land shown coloured [●] on the Plan for the purpose of obtaining access to and egress from the Property but not for any other purpose whatsoever.

2. Services

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land **PROVIDED** that the Landlord has the right at any time or times during the Term:-

2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and

2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible).

3. Support

A right of support and protection to the Property from the Retained Land.

4. Car Parking

In common with the Landlord and all others from time to time entitled the [exclusive] right for the Tenant the Tenant's employees agents licensees and visitors to use the [●] car parking spaces numbered [●] within the area shown coloured [●] on the Plan (or any alternative spaces/area no less materially convenient to the Tenant which the Landlord may from time to time in writing specify) for the parking of not more than [●] motor cars but not for any other purpose whatsoever and only within the designated spaces.

5. Access to Retained Land

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

(xvi) ¹⁶ This Schedule is only applicable if Landlord is retaining land or has other land over which rights need to be granted. Further rights may need to be considered on a site specific basis.

- 5.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
 - 5.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right.
- 1..1.a.i.1

SCHEDULE 3

Rights Excepted and Reserved¹⁷

1. Services

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant.

2. Access to Property

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

- 2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and
 - 2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;
- the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.]
- 1..1.a.i.2

(xvii) ¹⁷ This Schedule is only applicable where the Landlord is retaining land and requires rights over the Property. Further reservations may need to be considered on a site specific basis.

(xviii)

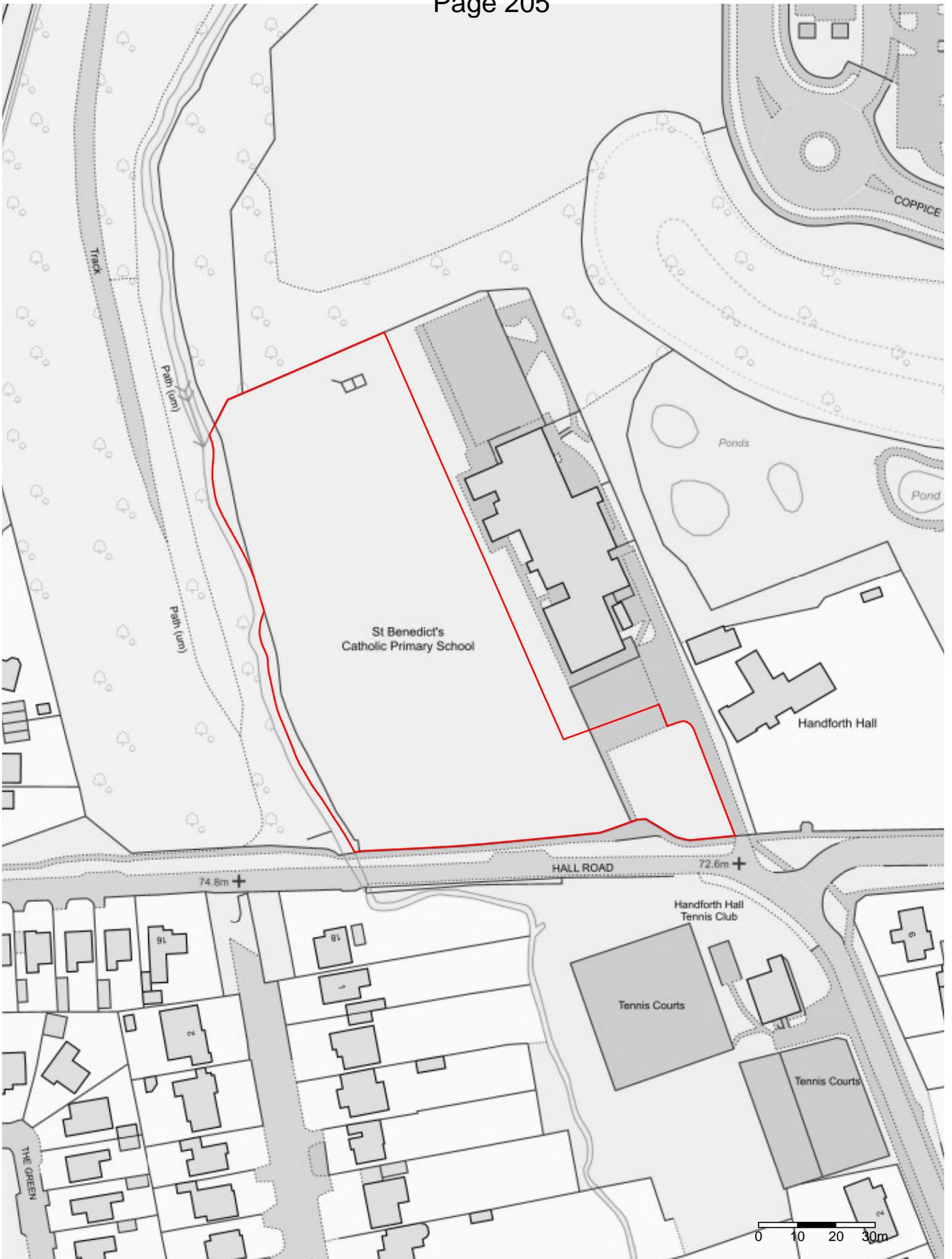
SCHEDULE 4

Landlord's Property

Details of title of Landlord's Property.¹⁸

(xix) ¹⁸ This may be the whole of the Property or the Property and additional land belonging to the Landlord. This Schedule should list all documents to which the Lease is subject on a site specific basis including, for example, pre-existing easements, aerial leases and substation leases.

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17/12/2024

St Benedict's Catholic Primary School lease plan



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The Rt Hon Gillian Keegan
Secretary of State for Education

Sanctuary Buildings 20 Great Smith Street Westminster London SW1P 3BT
tel: 0370 000 2288 www.education.gov.uk/contactus/df

To: The Chair of Governors of St Benedict's Catholic Primary School

Cheshire East Council

ACADEMY ORDER

1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date St Benedict's Catholic Primary School shall be converted into an Academy.
3. The conversion date shall be the date that the school opens as an Academy further to and as provided for in Academy arrangements made further to section 1 of the Academies Act 2010.
4. On the conversion date Cheshire East Council shall cease to maintain St Benedict's Catholic Primary School.
5. The independent school standards (as defined in section 157(2) of the Education Act 2002) are to be treated as met in relation to the Academy on the conversion date.

Signed on behalf of the Secretary of State for Education by:

Signed:

Date: 18 June 2024

Vicky Beer CBE,
Regional Director

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OPEN

Children and Families Committee

10 February 2025

**Academisation of Hurdsfield
Community Primary School, Hulley
Road, Macclesfield, Cheshire, SK10
2LW**

Report of: Theresa Leavy, Executive Director of Children's Services

Report Reference No: CF/48/24-25

**Ward(s) Affected: Councillor Sarah Bennett-Wake, Macclesfield
Hurdsfield
For Decision**

Purpose of Report

- 1 This report sets out the arrangements in place to support the intended academy conversion of Hurdsfield Community Primary School to become part of The Aspire Educational Trust. The report provides the necessary assurances to enable the Committee to consider their support for the conversion.
- 2 The report is connected to the Council's Corporate Plan 2021-25 priorities:
 - (a) an open and enabling organisation ensuring that there is transparency in all aspects of council decision making.
 - (b) a council which empowers and cares about people by supporting all children to have the best start in life and ensuring all children have a high quality, enjoyable education that enables them to achieve to their full potential.

Executive Summary

- 3 The Children and Families Committee on 12 July 2021, approved a process by which a school would convert from a local maintained school to an academy. The Committee delegated authority to certain officers to enable delegated decisions to be taken by them subject to a number of exemptions.

- 4 The proposed conversion does not fall into any of the exemptions approved by Committee. However, Committee approval is sought for the academisation of the school as it is a significant decision in terms of the effects of the decision on communities living or working in an area comprising one ward or electoral divisions.
- 5 The academisation of a school removes it from the control of the local authority and transfers it a charitable trust. The staff and assets of the school are all transferred to the charity with the school building and land being leased to them by the Council on a 125-year lease, with the charitable trust receiving funding direct from the Government.

RECOMMENDATIONS

The Children's and Families committee is recommended to:

1. Authorise the Executive Director of Children's Services in consultation with the Chief Finance Officer and the Acting Governance, Compliance and Monitoring Officer to take all steps necessary to agree and execute the Commercial Transfer Agreement (Appendix 1) to The Aspire Educational Trust relating to the transfer of all staff under the Transfer of Undertakings (Protection of Employment) Regulations 2006, and assets.
2. Authorise the Executive Director of Place and Chief Finance Officer to take the steps necessary to agree the required transactions in relation to land, facilities or shared use agreements as are necessary in order to facilitate the conversion, including (but not limited to) the grant and completion of a lease (see Appendix 2) to The Aspire Educational Trust for 125 years substantially in the form of the model lease produced by DfE at a peppercorn rent. The school site is identifiable as shown on the accompanying redline lease plan (see Appendix 3).

Background

- 6 The introduction of the Academies Act in 2010 enabled schools to apply to the Secretary of State to convert to an Academy. The effect of becoming an Academy is to remove the school from the control of the local authority and enables them to become a publicly funded independent state school which is directly funded by the Department of Education. Academies are run by academy trusts which are charitable companies limited by guarantee.
- 7 The Council is under a statutory duty to facilitate the academisation of schools and are expected to work constructively with academies so that the conversion takes place within a specified time period. Local authorities liaise with regional schools' commissioners, schools and academy trusts to transfer the school's assets and liabilities to the academy trust. This includes agreeing a lease for the land and buildings occupied by the school. A commercial transfer agreement between the local authority, the school

governing body and the academy trust records the assets and liabilities (such as existing contracts and staff) that the academy trust is acquiring.

- 8 Hurdsfield Community Primary School is a Community school. A community school is maintained by the Council and the Council are the owners of the land, building, equipment and the ultimate employer of the school staff. The school applied to the Department for Education to become an academy and the DFE granted an Academy Order on 2 July 2024 (see Appendix 4) for the school to convert to an Academy on 1 April 2025.
- 9 Hurdsfield Community Primary School is in Hurdsfield, Macclesfield, Cheshire. School capacity is 188 pupils; at 8 January 2025 there were 166 pupils in the single form entry school. The main current secondary feeders are Tytherington School and The Macclesfield Academy.
- 10 The Aspire Educational Trust, Ash Grove Academy, Belgrave Road, Macclesfield, SK11 7TF, was established on 13 September 2013. It currently has twelve Primary academies; ten Cheshire East Primary academies, one Cheshire West and Chester, and one Manchester. The Aspire Educational Trust is governed by its Board of Trustees. The Trustees are the legal governors of the Trust and the directors of the charitable company, and are responsible for the operation and performance of all schools in the Trust.
- 11 As the land and assets used by the school are currently owned by the Council, it will therefore be necessary for the Council to negotiate and enter into a 125-year lease. The lease will enable the Academy to use the land and assets in accordance with the terms of the lease. The granting of the 125-year lease will be of the whole school site and will require the Academy to pay a peppercorn rent, with the Academy Trust taking the responsibility of maintaining the assets. The freehold interest will remain with the Council.
- 12 It should be noted that the current school site includes a Children's Centre which is currently run by the Council. The Council intends to close the Centre by terminating any legal agreements for the use of the Children's Centre and hand the building back to the School and the Academy. However, it will be necessary that the school provides 51% of its time to cater for under 5 provisions, which may be achieved by utilising the redundant building to offer extended nursery provision.
- 13 A Commercial Transfer Agreement is required to transfer the responsibility of all the administration, including employment of personnel and pension obligations, maintenance of the school and insurance to the Academy Trust.
- 14 Non-teaching staff at schools fall within the Local Government Pension scheme("LGPS"). As the employer, the academy would be responsible for meeting the employers pension contributions. Academies are obliged to offer LGPS membership to all staff and staff transferring would simply continue their scheme membership. The Council remain the pension authority under the LGPS.

- 15 The Council will remain the co-ordination body for admissions for the Academy which means that parents/carers only need to complete one application form. The Academy will be responsible for applying its own allocation criteria to the list of applications supplied by the Council. The Academy will be responsible for the setting up of an independent admission appeals panel on conversion to hear appeals, however, whilst the Academy is establishing its own independent panel the Council may continue to hear any outstanding appeals.

Consultation and Engagement

- 16 Appropriate consultation and engagement has taken place as required to support the conversion. Specific Human Resources engagement is set out in sections 40, 41 and 42 below.

Reasons for Recommendations

- 17 In April 2021, the Education Secretary set out the government’s vision of “a world-class school-led system where every school is part of a family of schools in a strong multi-academy trust (MAT).”
- 18 Key reasons schools consider conversions to MATs are to increase collaboration, to benefit from better strategic planning and direction; to provide more opportunities to staff for professional development; to gain access to better centrally provided services; to benefit from cost savings and efficiencies; to benefit from strengthened governance and leadership. Source: [Schools’ views on the perceived benefits and obstacles to joining a multi-academy trust \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)
- 19 Hurdsfield Community Primary School is one of 49 primary school provisions in Cheshire East which has not already converted to an Academy. There are currently 74 primary academies.
- 20 The DfE granted an academy order in July 2024; therefore the Council is under a statutory duty to facilitate the academisation of the school and is expected to work constructively so that the conversion takes place within a specified time period.

Other Options Considered

- 21 The Council’s consent is not required for the School to convert to a Academy. The Council consent is required for the commercial and land transaction. The land and commercial transactions follow standard documentation which the Council and school can vary to achieve the best outcome dependant on the individual circumstance of each school. This may include historic land issues and sporting facilities as way of example.
- 22 An Academy Proprietor is entitled to expect the lease of all the premises and facilities which the school uses and are matters for negotiation and if agreement cannot be reached then the Council should make application to the Office of the School’s Adjudicator on or before the conversion date seeking resolution of the dispute.

- 23 The Secretary of State (SoS) retains a default power under the Academies Act 2010 where there is an inability to reach agreement and negotiate the lease arrangements and a Commercial Transfer Agreement.
- 24 It is therefore preferable for the Council to reach agreement with the Governing Body of the School and the Trust and enter into the lease arrangements and a Commercial Transfer Agreement in respect of these matters, rather than be subject to transfer schemes which may be made by the Secretary of State. This agreement will be overseen and scrutinised by various specialist service teams including legal and property services.

Implications and Comments

Monitoring Officer/Legal

- 25 Under section 6 subsection (2) of the Academies Act 2010, the Council as the local authority must cease to maintain the school on the conversion date, being 1 April 2025, the date on which the school is expected to open as an Academy.
- 26 In order to facilitate this, approval is required to enter into two legal agreements, being a lease and a commercial transfer agreement. Under the provisions of the Academy Order and of the Academies Act, the Council is required to negotiate and enter into a 125-year lease. If the Council fails to negotiate terms of the lease, the SoS has power to make a property transfer scheme and impose terms on the Council. The Council will finalise the terms of lease before the transfer. The Council is required to formalise the transfer of the maintenance responsibility of the Schools to the Academy Trust by way of the commercial transfer agreement.
- 27 Before the transfer takes place, it will be necessary for the Council to have terminated any legal agreements currently in place for the use of the Children's Centre and for any staffing issues to have been resolved as upon the conversion date all land and buildings will become the responsibility of the Academy Trust. The Council must ensure that the school provides at least 51% of its time for under 5 provision. If the School fails to meet this criterion it is possible that any grant funding that the Council received for the Children's Centres may have to be repaid. This can be achieved by including provisions within the lease.

Section 151 Officer/Finance

- 28 The conversion to Academy status has a number of financial implications for the Council. However, the authority must cease to maintain the school on the appropriate date.
- 29 The transfer of staff who are members of the LGPS as described above creates an obligation on the school to meet an appropriate proportion of the pension fund scheme deficit; agreement was made by the Council's Corporate Committee on an appropriate basis for determining the relevant

resource and this has been advised to the schools and their identified sponsors.

- 30 The Academy will be responsible for all outgoings related to the land to include public liability and premises insurances or participation in the DfE Risk Protection Arrangement, and repairs / maintenance. The Council will retain a landlord role, but the leases will contain provisions for recovering costs for approvals required under the terms of the leases e.g. for alterations.
- 31 The CTA can also provide for certain liabilities to fall on the Council, e.g. certain staff termination costs where a reorganisation is necessary to balance the budget and action has not been previously taken by the school. The extent of such liabilities would need to be identified in the CTA. The CTA includes standardised text that confirms the Council remains liable for any pre conversion costs and the academy is responsible for post conversion costs. It must be noted that any cash balance or local bank account balance remains the property of the Council (excluding any local school funds). However, in this case, the school do not have a local bank account.
- 32 The creation of an Academy means that resources are paid to the school directly by the Education Funding Agency (EFA) once the local Authority ceases to maintain the school. There is a consequent reduction in an Authority's Dedicated Schools Grant (DSG), based broadly on replication of the Authority's funding formula for schools.
- 33 The Local Authority has made it clear that it expects the School and the Governing Body or the Interim Executive Board to discharge their financial responsibilities in respect of public money appropriately. The school is predicted to have a deficit on conversion.
- 34 The Local Authority requires that any surplus or deficit at the point of closure will be treated in accordance with the provisions of the Academies Act 2010 and the guidance on Academy surplus and deficits issued by the Department for Education. The Finance Service will complete a "final balance" calculation to ensure all costs and funding are correctly allocated. This can be complex and it must be agreed with the school within four months of conversion.

Policy

- 35 The implementation of academy conversion is undertaken in accordance with national legislation as per the various Education Acts as referred to earlier in this report.
- 36 The governing body of an academy will be the admitting authority. This means they have the power to set and apply their admission criteria. They must adhere to the mandatory provisions of the School Admissions Code and follow the provisions set out in the local authority's scheme of co-ordination.

Equality, Diversity and Inclusion

- 37 The Academies Conversion programme is a Central Government Policy. The school will become their own admissions authority but will continue to work with the local authority to ensure they are code compliant. Strong relationships will remain with the school and Headteacher on a wide variety of educational themes post conversion.
- 38 The SoS has confirmed that the School will convert to Academy status on 1 January 2025. The Council will urge the new Academy, as a public body, to be mindful of its Public Sector Equality Duty in particular in relation to its admissions policy and recruitment and management of staff.
- 39 An Equality Impact Assessment (EqIA) should be undertaken by the relevant governing body/interim executive board of the school prior to conversion for the School to adequately discharge their equality duty. The Local Authority will work with and remind the schools governing body/interim executive board of its duty to ensure this is undertaken to address the impact prior to conversion.

Human Resources

- 40 The Council employees in respect of the School will transfer from the Council to the Academy under TUPE regulations. The school already use the in-house HR service from The Aspire Educational Trust. The dedicated Local Authority HR service for Schools has advised, and will continue to do so, on the TUPE process in relation to the transfer of staff to ensure all statutory requirements are met.
- 41 In addition, members of staff at the school that are currently employed by the Council are to transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the Trust under a Commercial Transfer Agreement (CTA).
- 42 The statutory TUPE consultation process is on-going and is being managed and co-ordinated by the CEC and Trust HR Teams. A formal consultation meeting took place with relevant Unions on 8 January 2025 and minutes of the meeting will be circulated to all relevant parties.

Risk Management

- 43 The management of risk to the Council arising from the conversion of the school to an academy is governed by the structured legislative process which is followed; this ensures due diligence is undertaken at all stages and that the Council complies with its statutory responsibilities and the conversion process is completed effectively and efficiently.
- 44 The Council is required to take all reasonable steps to facilitate the conversion, as described in the body of the report, and then "Cease to Maintain" the school; by co-operating with the conversion process, negotiating

and entering into the lease agreements, the need for the Secretary of State to enforce a transfer scheme under the Academies Act 2010 is mitigated.

- 45 All parties are kept regularly informed of progress to ensure any concerns are picked up and resolved at the earliest opportunity to keep the conversation on track.

Rural Communities

- 46 There are no direct implications for rural communities.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 47 There are no direct implications for children and young people.

Public Health

- 48 There are no direct implications for public health.

Climate Change

- 49 There are no direct implications for climate change.

Access to Information	
Contact Officer:	Joe Carter Education Project Manager Joe.carter@cheshireeast.gov.uk
Appendices:	Appendix 1: Draft Commercial Transfer Agreement Appendix 2: Draft Model Lease Appendix 3: Hurdsfield Community Primary School Lease plan Appendix 4: Academy Order for Hurdsfield Community Primary School
Background Papers:	Convert to an academy: documents for schools - GOV.UK (www.gov.uk)



Department
for Education

Commercial Transfer Agreement

**Legal agreement between a Local
Authority, predecessor school
governing body and academy trust**

November 2013

DATED _____ **2025**

(1) CHESHIRE EAST COUNCIL

(2) THE GOVERNING BODY OF HURDSFIELD PRIMARY SCHOOL

(3) THE ASPIRE EDUCATIONAL TRUST

TRANSFER AGREEMENT

Re: HURDSFIELD PRIMARY SCHOOL

THIS AGREEMENT is made 2025

BETWEEN:

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of C/o Delamere House, Delamere Street, Crewe, Cheshire CW1 2LL (the "**Council**");
- (2) **THE GOVERNING BODY of HURDSFIELD PRIMARY SCHOOL** of Hulley Road, Macclesfield, Cheshire SK10 2LW (the "**Governing Body**");
- (3) **THE ASPIRE EDUCATIONAL TRUST**, a company limited by guarantee registered in England and Wales (company number 08689696) whose registered office is at Ash Grove Academy, Belgrave Road, Macclesfield SK11 7TF (the "**Company**").

WHEREAS

- (A) The School will close, and the Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site of the School is owned by the Council and on the Transfer Date the Council will grant a lease to the Company of the site currently occupied by the School.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words shall have the following meanings: -

- | | |
|--------------------------------------|---|
| "Academy" | means the academy to be run by the Company on the site of the School under the proposed name <u>Hurdsfield Primary School</u> . |
| "Assets" | means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Council and/or the Governing Body (as the case may be) for the purposes of the School including those listed in 0, but excluding the Excluded Assets; |
| "Contractor" | means a contractor providing services to the Company to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date; |
| "Contracts" | means the contracts entered into by the Council and/or the Governing Body (as the case may be) for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including those contracts listed in 0 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date); |
| "Data Protection Legislation" | means all laws and guidance by relevant supervisory authorities relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time, including: a) the Data Protection Act 2018 ("DPA 2018"); b) the UK General Data Protection Regulations as defined in s3(1) DPA 2018, as may be amended from time to time and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; c) the Privacy and Electronic |

Communications (EC Directive) Regulations 2003 (“PECR”), as may be amended, d) any other applicable law about the processing of personal data and privacy; and references to “Controller”, “Processor”, “Data Subjects”, “Personal Data”, “Processing” (and “Process” and “Processed” shall be construed accordingly) and “Special Categories of Personal Data” have the meanings set out in, and will be interpreted in accordance with the GDPR.

"Directive"	means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted, or extended from time to time)
"Eligible Employees"	means the Transferring Employees who are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
"Employee Liability Information"	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations;
"Employee Schedule"	means a list of all School Employees as at the date that the list is provided to the Company;
"Encumbrance"	means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
"Excluded Assets"	means the assets described in 4 which are excluded from the transfer effected by this Agreement;
"Final Employee Schedule"	means a list of all School Employees as at the Transfer Date;
"Funding Agreement"	means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding arrangements for the Academy;
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Company is bound to comply;
"Loss"	means all costs, claims, liabilities, and expenses (including reasonable legal expenses);
"the LGPS"	means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;
"the Personnel Files"	means in respect of the Transferring Employees copies of all personnel files or records relating to their

employment at the School and any previous period of continuous employment with the Council and/or the Governing Body, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;

“the Pupil Records” means the following records and information in respect of the pupils at the School who will or who are likely to become pupils at the Academy: All pupil records currently held by the school.

“the Regulations” means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);

“the School” means Hurdsfield Primary School (a maintained school);

“School Employees” means any employees of the Council or of the Governing Body or of any other persons who are assigned to the School or to services provided in connection with the School;

“Staffing Information” means, in respect of the School Employees, the information listed in Schedule 1;

“the TPS” means the Teachers’ Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;

“Transfer Date” means the date specified in the Funding Agreement on which the Academy will open;

“Transferring Employees” means any School Employees whose employment transfers to the Company or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule;

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;

1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;

1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation, or residence); and

1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.
- 1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.
- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision, or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated, or re-enacted.

2. CONDITION PRECEDENT

- 2.1 This Agreement is conditional on the Funding Agreement being signed by the Company and the Secretary of State. If the Funding Agreement is not so signed by the date which is six months after the date of this Agreement (the "Deadline"), this Agreement will cease to have effect on the day after the Deadline.

3. OPERATION OF THE REGULATIONS

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the contracts of employment made between the current employer and the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme) shall have effect from and after the Transfer Date as if originally made between the Company or (as the case may be) a Contractor and the Transferring Employees.

4. PROVISION OF STAFFING INFORMATION AND WARRANTIES

- 4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Council shall to the extent lawfully permitted provide the Company with the Employee Schedule and Staffing Information.
- 4.2 The Council shall notify the Company of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable and shall upon request by the Company meet the Company to discuss the information disclosed.
- 4.3 The Council warrants:
- 4.3.1 that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up to date;
 - 4.3.2 that neither it (nor as far as the Council is aware, any other employer of a School Employee) is in material breach of the contract of employment of any of the School Employees nor is any School Employee in material breach of his / her contract of employment;
 - 4.3.3 that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure; and
 - 4.3.4 that neither it (nor as far as the Council is aware, any other employer of a School Employee) is engaged in relation to any School Employee in any

dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;

- 4.3.5 that all School Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work) (England) Regulations 2012; and
 - 4.3.6 that by the Transfer Date all Transferring Employees will have been checked against the Children's Barred List and checked through the Disclosure and Barring Service and all other checks required by law.
- 4.4 The Council undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Council and the Governing Body shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
 - 4.4.2 the Council and the Governing Body, shall not, and shall use reasonable endeavours to procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
 - (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any School Employees (other than where such amendment or variation has previously been agreed between the Council and the School Employees in the normal course of business, and where any such amendment or variation is not in any way related to the transfer to the Company);
 - (b) terminate or give notice to terminate the employment or engagement of any School Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - (c) employ or assign any person to the school who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Council shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

5. APPORTIONMENTS

- 5.1 The Council shall be responsible for (and shall use reasonable endeavours to procure that any other employer shall be responsible for) all emoluments and outgoings in respect of the School Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the Transfer Date, and will indemnify the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.
- 5.2 The Company shall be responsible for all emoluments and outgoings in respect of the school Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Transfer Date and will indemnify the Council against Losses in respect of the same.

6. INFORMATION AND CONSULTATION

- 6.1 The Company shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.
- 6.2 The Council shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Council is unable to do so as a result of the failure of the Company and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7. INDEMNITIES

- 7.1 The Council shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employee or any liability relating to them has transferred or is alleged to have transferred) against all Losses incurred by the Company in connection with or as a result of:
 - 7.1.1 any claim or demand by any School Employee (whether in contract, tort, under statute, pursuant to any applicable law) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee, or any claim relating to the period on and before the Transfer Date;
 - 7.1.2 any failure by the Council or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations; and / or;
 - 7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Council or Governing Body) arising from or connected with any failure by the Council or to comply with any legal obligation to such trade union, body or person which arose on or before the Transfer Date.;
- 7.2 If in connection with the closing of the School and the opening of the Academy, it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:
 - 7.2.1 The Contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Council, and;
 - 7.2.2 the Council may offer (or may procure that a third-party may offer) employment to such person within 15 Working Days of the notification by the Company or take such other reasonable steps as the Council considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
 - 7.2.3 If an offer referred to in paragraph 7.2.2 is accepted, or if the situation has otherwise been resolved by the Council, the Contractor shall immediately release the person from their employment or alleged employment.
 - 7.2.4 If by the end of the 15 Working Day period specified in paragraph 7.2.2;

- No such offer of employment has been made;
- Such offer has been made but not accepted; or
- The situation has not otherwise been resolved.

the Company (or, where applicable, the Contractor) may by 4pm within five Working Days of the end of the period specified in 7.2.4 above, give notice to terminate the employment or alleged employment of such person; and

7.2.5 Subject to the Contractor acting in accordance with these provisions of paragraph 7 and in accordance with all applicable proper employment procedures set out in Law, the Council shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal provided that the Contractor takes all reasonable steps to minimise any such losses.

7.2.6 The indemnity in 7.2.5 above shall not apply;

(a) In any case in relation to any alleged act or omission of the Contractor, any claim for; (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion, or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

(b) Any claim that the termination of employment was unfair because the Company neglected to follow to a fair dismissal procedure.

7.3 The Company shall, indemnify the Council (either for itself or on behalf of any Contractor) against all Losses incurred by that party in connection with or as a result of:

7.3.1 any claim or demand by any School Employee (whether in contract, tort, under statute, pursuant to any applicable law) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Company or the Contractor, as the case may be, in respect of any School Employee or any claim relating to the period on or after the Transfer Date;

7.3.2 any failure by the Company or the Contractor, as the case may be, to comply with its obligations under Regulation 13 of the Regulations; and/or

7.3.3 any claim or demand by any School Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Company or the Contractor, as the case may be, on the Transfer Date, where that School Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of the Regulations on or before the Transfer Date as a result of any such changes.

8. PENSIONS

- 8.1 The parties acknowledge that the Academy is a “scheme employer” for the purposes of the Local Government Pension Scheme Regulations 2013 (“the LGPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.2 The parties acknowledge that the Academy is an “employer” for the purposes of the Teachers’ Pension Scheme Regulations 2014 SI 2014/512 (“the TPS Regulations” which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS Regulations shall apply to the Company (as the person carrying on the business of the Academy).
- 8.3 The Company acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.
- 8.4 The Company shall be responsible for any LGPS deficit relating to the Eligible Employees’ membership of the LGPS referable to service up to and including the Transfer Date.
- 8.5 The Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any other sum due to the LGPS and the TPS in respect of the Eligible Employees.
- 8.6 The Company shall:
 - 8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees;
 - 8.6.2 promptly provide to the Council such documents and information which the Council may reasonably request in advance of any onward transfer of any person engaged or employed by the Company; and
 - 8.6.3 fully co-operate with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Company.

9. THE ASSETS AND THE CONTRACTS

- 9.1 On the Transfer Date the Council and/or the Governing Body (as applicable) will transfer (or to the extent that it is not the owner thereof shall procure the transfer of) the legal and beneficial interest in the Assets, free of charge and free from any Encumbrance, to the Company, save for any Encumbrance which has been fully and accurately disclosed to the Company prior to the Transfer Date.
- 9.2 The Council and/or Governing Body (as applicable) undertakes with effect from the Transfer Date to assign to the Company or to procure the assignment to the Company all the Contracts which are capable of assignment without the consent of other parties to those contracts.
- 9.3 If any of the Contracts cannot be transferred to the Company except by an assignment made with the consent of another party or by an agreement of novation:
 - 9.3.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract if the assignment or attempted assignment would constitute a breach of the Contract;

- 9.3.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the Contract; and
- 9.3.3 until the consent or novation is obtained:
- (a) the Council or the Governing Body (as the case may be) shall hold the same on trust for the Company and shall (at its cost) do all such acts and things as the Company may reasonably require to enable due performance of the Contract and to provide for the Company the benefits of the Contract (including enforcement of any right of the Council or the Governing Body (as the case may be) against the other party to the Contract arising out of its termination by the other party or otherwise);
 - (b) the Company shall (if sub-contracting is permissible and lawful under the Contract in question), as the Council's or Governing Body's (as appropriate) sub-contractor, perform all the obligations of the Council (or Governing Body) under such Contract and where sub-contracting is not permissible, the Company shall perform such obligations as agent for the Council or Governing Body (as appropriate); and
 - (c) unless and until any such Contract is assigned or novated, the Council or Governing Body (as appropriate) shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Company may reasonably require from time to time.
- 9.4 Pending the Transfer Date, possession of the Assets shall be retained by the Council and/or the Governing Body (as the case may be).
- 9.5 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred or payable in relation to the Assets and the Contracts up to the Transfer Date ("**Historic Liabilities**") shall belong to, and be paid and discharged by, the Council or, as the case may be, the Governing Body and the Council undertakes to indemnify and keep the Company and the Governing Body indemnified against any Historic Liabilities.
- 9.6 All receipts relating to the Assets and the Contracts, and all Losses and outgoings incurred or payable as from and including the Transfer Date ("**Future Liabilities**") shall belong to and be paid and discharged by the Company and the Company undertakes to indemnify and keep the Council and the Governing Body indemnified against any Future Liabilities.
- 9.7 The Company agrees that, following the Transfer Date, it shall provide the Council with sufficient information, as reasonably requested by the Council, to enable the Council to accurately determine and discharge any Historic Liabilities (including, without limitation, any payments relating to the School's accounts). In the event that the Council makes an underpayment or overpayment in relation to any Historic Liabilities (including, without limitation, any payments relating to the School's accounts), the Council and the Company agree to repay any such sums to the other (as appropriate). In the event that the Council has made no payment in relation to any Historic Liabilities but has received payment from the Secretary of State in respect of these, and this amount is an underpayment, or an overpayment, the Council and the Company agree to repay any such sums to the other (as appropriate).
- 9.8 The Council and the Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent that they are

permitted to do so by Data Protection Laws (and both the Council and the Governing Body shall use reasonable endeavours to ensure that they are permitted by Data Protection Laws to deliver such information to the Company).

9.9 The Company undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.

10. **CONDUCT OF CLAIMS**

10.1 In respect of the indemnities given in this Agreement:

10.1.1 The indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

10.1.2 The indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and

10.1.3 The indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11. **CONFIDENTIALITY**

Each party undertakes to the others that it will keep the contents of this Agreement confidential as between the parties and the Department for Education (or its successors) except to the extent that disclosure is required by law.

12. **THIRD PARTIES**

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this, neither the Council nor the Governing Body nor the Company require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. **FORCE MAJEURE**

No party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. **GENERAL**

- 14.1 No forbearance or delay by any party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.
- 14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.
- 14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between each of the parties or as authorising any party to act as agent for any other. No party will have authority to make representations for, act in the name or on behalf of or otherwise to bind any other party in any way.
- 14.5 No party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other parties (such approval not to be unreasonably withheld or delayed).
- 14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.
- 14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.
- 14.8 Any notice shall be deemed to have been duly received:
- 14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
 - 14.8.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
 - 14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 14.11 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.12 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.13 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person

(whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.

15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by _____)
Duly authorised on behalf of the)
COUNCIL

SIGNED by _____)
Duly authorised on behalf of the)
GOVERNING BODY

SIGNED by _____)
Duly authorised on behalf of the)
COMPANY

SCHEDULE 1

STAFFING INFORMATION

1. Individual terms and conditions

1.1 Copies of all current employment contracts, and all other terms and conditions of employment.

1.2 A schedule comprising in respect of each employee, the following particulars: -

- (a) full name;
- (b) post;
- (c) whether the employment is full or part time;
- (d) sex;
- (e) date of birth;
- (f) date of commencement of service;
- (g) notice period;
- (h) remuneration;
- (i) pension;
- (j) in respect of teachers:
 - (i) scale point or leadership group spine point;
 - (ii) whether the employee is a post-threshold teacher;
 - (iii) management, recruitment, retention and/or any other allowances payable;
 - (iv) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.

1.3 Details of any recent changes of terms and conditions in relation to any employee.

1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements, or agreements in relation to: -

- (a) redundancy procedures and payments;
- (b) sickness absence and sick pay entitlements;
- (c) equal opportunities;
- (d) disciplinary matters;
- (e) maternity rights;

and details of whether or not each of the above are discretionary or contractual.

1.5 Copies of any job descriptions.

1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2. **Collective bargaining**

2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

2.2 Details of any trade union recognised by the Council / Governing Body, giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

3. **Disputes**

3.1 Details of any dispute with any employee whether brought under the Council / Governing Body's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

3.2 Details of any litigation threatened or pending against the Council / Governing Body, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.3 Details of any enquiry, correspondence or contact between the Council / Governing Body and the Equality and Human Rights Commission, the Health and Safety Executive and HM Revenue and Customs concerning employees.

3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.

3.5 Details, and, if available, copies, of any warnings given to employees under the Council / Governing Body's disciplinary or capability procedures.

4. **Dismissals**

4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

4.2 Details of all employees recruited within the last 12 months.

5. **Working Time Regulations 1998**

5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

6. **Health and Safety**

6.1 Details of any health and safety complaints or recommendations or claims within the last 2 years and any anticipated/pending claims.

7. **Absent employees**

7.1 Details of all employees who have notified the Council / Governing Body that they are pregnant or who are currently absent on maternity leave.

7.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.

8. **Job Evaluation Scheme**

8.1 A copy of any job evaluation scheme.

9. **Pension**

9.1 A list of all pension schemes (both occupational and personal) applicable to the employees.

SCHEDULE 2 – THE CONTRACTS

[INSERT LIST OF CHESS ARRANGEMENTS AND ANY OTHER CONTRACTS]

Part 1 – Non-ChESS Contracts

Supplier	Services	Date Purchased / Start Date	Contract End Date

Part 2 – ChESS Contracts

Provider	Contract Item	Start Date	Expiry Date

SCHEDULE 3

THE ASSETS

1. All equipment, furniture, fixtures, and fittings on the site of the School (“**the loose plant and equipment**”), subject to all contractual obligations in respect of any part of the loose plant and equipment which is the subject of any leasing, hire or hire purchase agreements listed in Schedule 2 except, for the avoidance of doubt, the Excluded Assets.
2. All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Council or Governing Body (as appropriate) and used exclusively by the School.
3. Any balance remaining from the School's budget following completion of due accounting procedures.
4. **The benefit of any grants made to the School in respect of periods before the Transfer Date.**

SCHEDULE 4
THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

1. The freehold titles to the site of the School.
2. Cash in hand or at bank other than any surpluses transferred to the Company from the Council and the Governing Body pursuant to the Academy Conversions (Transfer of School Surpluses) Regulations 2013 or any amounts referred to at paragraph 3 of Schedule 3.

Dated _____ **201[]**

(1) **[LOCAL AUTHORITY]**

- and -

(2) **[ACADEMY TRUST]**

LEASE

Property:

[●]

Term:

125 years

Table of contents	
Clause heading and number	Page number
1. DEFINITIONS AND INTERPRETATION	8
2. DEMISE RENTS AND OTHER PAYMENTS	14
3. TENANT'S COVENANTS	14
4. LANDLORD'S COVENANTS	22
5. INSURANCE AND RISK PROTECTION ARRANGEMENT	22
6. PROVISOS	23
7. LANDLORD'S POWERS	25
8. NEW TENANCY	25
9. CONTRACTS (RIGHT OF THIRD PARTIES) ACT	25
10. CHARITY	25
SIGNATURE PAGE	26
SCHEDULE 1	
PART 1 – THE PROPERTY	27
PART 2 – THE RETAINED LAND	28
SCHEDULE 2	
RIGHTS GRANTED	29
SCHEDULE 3	30
RIGHTS EXCEPTED AND RESERVED	30
SCHEDULE 4	
LANDLORD'S PROPERTY	32

LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE¹

LR1. Date of lease: 201[]
 [Use following format e.g. 26 June 2006]

LR2. Title number(s):

LR2.1 Landlord's title number(s):
 [_____]

 [Insert title numbers(s) out of which this lease is granted] OR
 [None]

LR2.2 Other title number(s):
 [_____]

 [Insert existing title number(s) (except for those specified in LR2.1) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made] OR
 [None]

LR3. Parties to this lease: [Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated]

Landlord: [_____] [whose registered office is at] [of] [_____]

 (Company Registration Number: [_____])

Tenant: [_____] [whose registered office is at] [of] [_____]

 (Company Registration Number: [_____])

Surety:² [_____] [whose registered office is at] [of] [_____]

 (Company Registration Number: [_____])

(i) ¹ The provisions that follow designated with LR reference numbers are clauses prescribed by the Land Registry, which must be inserted at the beginning of the lease. These cannot be amended/deleted, save in relation to site specific information which will be inserted at the time of negotiation of the lease. Where terms and expressions are not relevant to the body of the lease the word "None" will be inserted in the space underneath.

(ii) ² This will not apply

- [Other parties:]** [Specify capacity of each party, e.g. management company OR delete]
- LR4. Property:** Please see the definition of "Property" in clause 1.1
(referred to in the remainder of this lease as the "Property")
- LR5. Prescribed statements etc:** [None]
OR
- [LR5.1]** [LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003:
[If this lease includes a statement falling within LR5.1, insert here the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. See [PRESCRIBED STATEMENTS LRR 2003] for the wording of these statements]]
- [LR5.2]** [This lease is made under, or by reference to, provisions of:
Leasehold Reform Act 1967
Housing Act 1985
Housing Act 1988
Housing Act 1996]
[Omit or delete those Acts which do not apply to this lease]
- LR6. Term for which the Property is leased:** [Include only the appropriate statement from the following options
(referred to in the remainder of this lease as the "Term")
NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003]
[From and including _____]
To and including _____]
OR
[The term is as follows: [[number of years] from and including _____]]

- LR7. Premium:³** [None]
 OR
 [[_____] pounds
 (£[_____]) plus VAT of
 [_____] pounds
 (£[_____])]
- LR8. Prohibitions or restrictions on disposing of this lease:** [Include whichever of the two statements is appropriate. Almost inevitably the first option will apply. Do not set out here the wording of the provision]
 [This lease contains a provision that prohibits or restricts dispositions]
 OR
 [This lease does not contain a provision that prohibits or restricts dispositions]
- LR9. Rights of acquisition etc:**
- LR9.1** Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land:
 [None]
 OR
 [The right(s) referred to in [clause [_____] of] [[paragraph [_____] of] schedule [_____] to] this lease]
- LR9.2** Tenant's covenant to (or offer to) surrender this lease:
 [None]
 OR
 [The covenant referred to in [clause [_____] of] [[paragraph [_____] of] schedule [_____] to] this lease]
- LR9.3** Landlord's contractual rights to acquire this lease:
 [e.g. right of pre-emption]
 [None]
 OR
 [The right(s) referred to in [clause [_____] of] [[paragraph [_____] of] schedule [_____] to] this lease]

(iii) ³ This will not apply

- LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:** [None]
OR
[The restrictive covenant(s) contained in [clause [] of] [[paragraph [] of] schedule [] to] this lease]
- LR11. Easements:**
- LR11.1** Easements granted by this lease for the benefit of the Property:
[The easement(s) set out in [●] to this lease]
OR
[None]
- LR11.2** Easements granted or reserved by this lease over the Property for the benefit of other property
[The easement(s) set out in [●] to this lease]
OR
[None]
- LR12. Estate rentcharge burdening the Property:** [This only applies to rentcharges created by this lease]
[None]
OR
[The rentcharge set out in [clause [] of] [[paragraph [] of] schedule [] to] this lease]
- LR13. Application for standard form of restriction:** [None]
OR
[Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, state who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in schedule 4 to the Land Registration Rules 2003. N.B. Do not use if the restriction is not in standard form; complete form RX1 instead]
[The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number []]:

[_____]
_]]

LR14. Declaration of trust where there is more than one person comprising the Tenant:

[If the Tenant is one person or body]

[Not applicable]

OR

[If the Tenant is more than one person, complete by deleting all inapplicable alternative statements]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants]

OR

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares]

OR

[The Tenant is more than one person. They are to hold the Property on trust [complete as necessary]]

THIS LEASE is made the day of201[]

BETWEEN:

- (1) **[LOCAL AUTHORITY]** of [●] ("the **Landlord**")
- (2) **[ACADEMY TRUST]** (Company No [] [(Charity No []]) whose registered office is at [●] ("the **Tenant**")

NOW IT IS HEREBY AGREED as follows:-

PART A: PRELIMINARY

1. Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following words and expressions shall have the following meanings:

- "Amenities"** drainage water gas electricity telephone and any other services or amenities of like nature;
- "Conduits"** gutters gullies pipes sewers drains watercourses channels ducts flues wires aerials cables mains cisterns tanks and all other conducting media together with all meters and other apparatus used in connection with them;
- "End Date"** the date that falls 90 working days after the Funding Termination Date;
- "Environment Acts"** the Environmental Protection Act 1990, the Environment Act 1995, the Water Resources Act 1991, the Water Industry Act 1991 and any other Law or Laws of a similar nature in force at any time during the Term;
- "Fixtures and Fittings"** **and** all fixtures and fittings in or upon the Property to include plant and machinery lifts boilers central heating air conditioning lighting plumbing sanitary and sprinkler systems [hardware and cabling of computer systems] and any other apparatus from time to time in or upon the Property;
- "Funding Agreement"** (a) an agreement pursuant to [Section 1 of the Academies Act 2010] made between (1) the Secretary of State for Education and (2) [name of Academy Trust] [supplemental to a Master Funding Agreement made between the same parties]⁴; and

(iv) ⁴ These words are only relevant where the Authority and the Academy Trust have an existing Master Funding Agreement in place.

- (b) any replacement or renewal of such agreement between the same parties and in substantially the same form; and
- (c) any replacement agreement made between the Tenant and the Secretary of State for Education (or the successor government body which assumes his functions for funding educational organisations of the Tenant's kind) and which provides funding for the Tenant in relation to the operation of educational services at the Property;

“Funding Termination Date”

the date that falls [30] working days after the termination of the Funding Agreement;

“Insured/Covered Risks”

fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Tenant insures against from time to time or are covered by the Risk Protection Arrangement of which the Tenant is a member, Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters or by the terms of the Risk Protection Arrangement, provided that if in respect of any period of time the Tenant is unable to effect insurance against any one or more of such risks upon terms or at a premium which the Tenant considers reasonable or if the risks are not covered by the Risk Protection Arrangement of which the Tenant is a member then during such period such risk or risks are deemed to be excluded from the definition of "Insured/Covered Risks";

"Interest"

interest at the rate of [●] per cent per annum above [●] Bank plc Base Rate for the time being in force (both before and after any judgment) such interest to be compounded with rests on the usual quarter days or if such Base Rate ceases to be published then at the rate of 1 per cent per annum above the rate at which the Landlord could reasonably borrow from time to time;

“Landlord’s Property”

land and buildings including the Property [registered at the Land Registry under Title Number [●]] [comprised in the documents set out at Schedule 4];

"Law"

any statute or any order instrument or regulation made under it or any notice or order issued by a government department the legislative making institutions of the European Union minister or local public regulatory or other authority;

"Lease"	this Lease as varied from time to time together with any other deed document or agreement at any time during the Term amending supplemental or collateral to it;
"Outgoings"	all present and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or of any other description including capital or non-recurring and including any novel expenses);
"Plan"	the plan ⁵ annexed to this Lease;
"Planning Acts"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 the Planning and Compulsory Purchase Act 2004 and any other Law or Laws of a similar nature in force at any time during the Term;
"Premises Acts"	the Occupiers' Liability Act 1957 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 the Occupiers' Liability Act 1984 and any other Law or Laws regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;
"President"	the President of the Institution of Chartered Surveyors;
"Property"	the property described in [Part 1] Schedule 1;
"Reinstatement Value"	the full cost of reinstating the Property including:- <ul style="list-style-type: none">(a) temporarily making the Property safe and protecting any adjoining structures;(b) debris removal demolition and site clearance;(c) obtaining planning and any other requisite consents or approvals;(d) complying with the requirements of any Law;(e) architects' surveyors' and other fees incurred by the Tenant in relation to the reinstatement;(f) all construction costs;(g) any VAT chargeable on any of the reinstatement costs (save where the Tenant is able to recover such VAT as an input in relation to supplies made by the Tenant);

(v) ⁵ Project specific amendment will be required to refer to numbered plan or plans

“Relevant Secretary of State”	such secretary of state or Minister of the Crown as may be nominated by the Secretary of State for Education to take an assignment of this Lease;
"Rent"	a peppercorn;
["Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1;] ⁶
“Risk Protection Arrangement	Arrangements to cover certain risks as operated by the Department for Education.
"Secretary of State for Education"	the Secretary of State for Education or such other Minister of the Crown who is a successor to such person and who is party to the Funding Agreement with the Tenant at the relevant time;
"Term"	125 years from and including the Term Commencement Date;
"Term Commencement Date"	[●]; ⁷
"Termination Date"	the date of expiration or sooner determination of the Term;
“the 1954 Act”	the Landlord and Tenant Act 1954;
“the 1995 Act”	the Landlord and Tenant (Covenants) Act 1995;
"VAT"	Value Added Tax or any equivalent tax which may at any time during the Term be imposed in substitution for it or in addition to it and all references to rents or other sums payable by the Tenant are exclusive of VAT.

1.2 In interpreting this Lease:-

(vi) ⁶ Delete if not applicable.

(vii) ⁷ Where applicable, it is envisaged that the lease will be granted following expiry of the Defects Liability Period provided for in the D&B Contract.

- 1.2.1 references to Clauses pages and Schedules are to Clauses and pages of and Schedules to this Lease unless stated otherwise;
- 1.2.2 the expression "Landlord" includes the person for the time being entitled to the immediate possession of the Property on the expiry of the Term;
- 1.2.3 the expression "Tenant" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.4 where reference is made to a statute this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute;
- 1.2.5 references to a "person" include any individual firm unincorporated association or body corporate and words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.6 if the Tenant is or are at any time more than one person any reference to the Tenant is deemed to refer to each such person and any obligation on the part of the Tenant takes effect as a joint and several obligation;
- 1.2.7 any covenant by the Tenant not to carry out any action is to be construed as if it is (where appropriate) additionally a covenant by the Tenant not to permit or suffer such action to be done;
- 1.2.8 the words "include" and "including" are to be construed without limitation and in construing this Lease the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- 1.2.9 a reference to an act or omission of the Tenant includes an act or omission of any undertenant and any other person deriving title under the Tenant and includes an act or omission of their respective employees and visitors and anyone at the Landlord's Property with the express or implied authority of any one or more of them;
- 1.2.10 a reference to the Property includes any part of it except where the word is used in Clause 3.12;
- 1.2.11 a reference to the end of the Term or to the Termination Date is to the end of the Term however it terminates;
- 1.2.12 a consent of the Landlord shall be valid if it is either:
 - (a) given in writing and signed by a person duly authorised on behalf of the Landlord; or
 - (b) (if required by the Landlord after any request for consent from the Tenant but prior to consent being given) it is by deed; and

if a consent is not by deed it will not affect the Landlord's ability to require that any other consent should be by deed;

- 1.2.13 any notice given to the Landlord shall not be valid unless it is in writing;
- 1.2.14 the Landlord is entitled to withhold its consent where it requires the corresponding consent of any mortgagee or superior landlord of the Property until it obtains that consent (and the Landlord shall use all reasonable endeavours to obtain such consent and shall ensure that any charges or superior leases created after the date of this Lease shall contain obligations on the mortgagee or superior landlord not unreasonably to withhold or delay consent in circumstances where the Landlord's consent cannot be unreasonably withheld or delayed under this Lease);
- 1.2.15 a right of the Landlord or anyone else to have access to or entry upon the Property extends to any superior landlord and any mortgagee of the Landlord's Property and to anyone authorised by the Landlord or any superior landlord or mortgagee and includes a right of entry with workmen equipment and materials;
- 1.2.16 pursuant to the Perpetuities and Accumulations Act 1964 the perpetuity period applicable to this Lease is eighty (80) years from the Term Commencement Date and whenever a future interest is granted it shall vest within that period and if it does not it will be void for remoteness;
- 1.2.17 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;
- 1.2.18 a right granted by the Landlord is granted in common with all other persons entitled to it and/or authorised by the Landlord to exercise it;
- 1.2.19 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;
- 1.2.20 where the Landlord is entitled to enter the Property on giving notice it is also entitled to enter without notice in emergency and may break and enter if it considers it necessary;
- 1.2.21 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;
- 1.2.22 any person undertaking any obligation under or by virtue of this Lease which is a 'landlord covenant' for the purposes of the 1995 Act does so only in respect of the period of time during which the immediate reversion to this Lease is vested in such person and not further or otherwise;
- 1.2.23 any works (whether of repair decoration alteration or otherwise) that the Tenant is permitted or obliged to carry out in accordance with this Lease shall be carried out in accordance with good modern practice;

- 1.2.24 a provision of this Lease which is void or unenforceable shall be severed from all other provisions of this Lease and the remaining provisions shall continue to have effect;
- 1.2.25 if a provision of this Lease extends beyond the limitations set by any Law or rule of law but if it were not so extended would remain unaffected by the Law or rule of law the provision is deemed to be varied so as not to extend beyond the limitations;
- 1.2.26 if any matter is referred to arbitration pursuant to this Lease:
- (a) it is to be conducted in accordance with the Arbitration Act 1996; and
 - (b) the arbitrator has no power:
 - (i) to order rectification setting aside or cancellation of this Lease;
 - (ii) to direct that the recoverable costs of the arbitration or any parts of the arbitral proceedings will be limited to a specific amount;
 - (iii) where there are provisions in this Lease for the payment of interest at a specified rate to award interest whether in addition to or in substitution for such interest provisions;
- 1.2.27 if any matter in this Lease is to be determined by an arbitrator:
- (a) he is to be appointed by agreement between the Landlord and the Tenant or at the request and option of either of them is to be nominated by the President;
 - (b) if he dies delays or declines to act the President may on the application of either the Landlord or the Tenant discharge him and appoint another to act in his place in the same capacity; and
 - (c) if either the Landlord or the Tenant pays his fees and expenses it may recover the proportion (if any) the other party was obliged to pay from that other party as a debt recoverable on demand;
- 1.2.28 wherever and to the extent that any provision of this Lease would or might contravene the provisions of section 25 of the 1995 Act then:-
- (a) such provision is to take effect only in so far as it may do so without contravening section 25 of the 1995 Act (and where such provision extends beyond the limits permitted by section 25 of the 1995 Act that provision is to be varied so as not to extend beyond those limits); and
 - (b) where such provision is incapable of having any effect without contravening section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provision were deleted; and

- (c) the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result.

2. Demise Rents and Other Payments

2.1 The Landlord demises the Property to the Tenant for the Term (subject to the provisions for earlier termination contained in this Lease) the Tenant paying therefor by way of rent throughout the Term without any deduction counterclaim or set off (whether legal or equitable) of any nature whatsoever:-

2.1.1 the Rent (if demanded);

2.1.2 all other sums (including VAT) due under this Lease from the Tenant to the Landlord.

2.2 The Property is demised:-⁸

2.2.1 [together with the rights specified in Schedule 2;]

2.2.2 [excepting and reserving to the Landlord and all others now entitled (or who may become entitled) and all others authorised by them (to include any adjoining or neighbouring owners or occupiers) as specified in Schedule 3; and]

2.2.3 subject to and with the benefit of the matters contained or referred to in the documents listed in Schedule 4.⁹

3. Tenant's Covenant

The Tenant covenants with the Landlord as follows:-

3.1 Rent and Payments

To pay the Rent and all other sums reserved as rent by this Lease at the times and in the manner at and in which they are reserved in this Lease.

3.2 Outgoings

3.2.1 Promptly to pay the Outgoings which are now or may during the Term be payable in respect of the Property or its owner or occupier except any payment occasioned by any disposition of or dealing with the ownership of any estate or interest expectant in reversion on the Term [provided always that if any Outgoings are payable in respect of the Retained Land as well as the Property without apportionment to pay a fair and proper proportion of the same to be conclusively determined by the Landlord acting reasonably;]

(viii) ⁸ Rights and reservations will only apply if the Landlord retains land or owns adjoining land over which rights are required.

(ix) ⁹ There may be some matters (such as the right to receive overage from land sold off in the past) the benefit of which is not intended to pass to the Tenant and these matters should be specifically excluded if they are within any of the documents listed in Schedule 4.

3.2.2 To pay for all Amenities exclusively used by or available to the Property (including all standing charges);

3.2.3 To observe and perform all present and future regulations and requirements of the authorities or companies supplying or providing the Amenities.

3.3 Repair and Upkeep

3.3.1 At all times during the Term to keep the Property (including for the avoidance of doubt all buildings structures landscaping and other erections) clean and tidy and make good:-

(a) any damage it causes to the Property and/or

(b) any deterioration to the condition of the Property that may arise from the Term Commencement date

provided that the Tenant shall not be in breach of this covenant if and for so long as disrepair arises due to damage caused to the Property by any of the Insured/Covered Risks and the Tenant is diligently pursuing its insurance claim or its claim under the Risk Protection Arrangement and reinstating such damage;

3.3.2 To notify the Landlord in writing immediately if any structural damage occurs to the Property.

3.4 Access of Landlord and Notice to Repair

To permit the Landlord and all persons authorised by the Landlord (with or without equipment) upon reasonable prior notice to the Tenant (but at any time without notice in case of emergency) to enter the Property as follows:-

3.4.1 in the final 3 years of the Term in order to take inventories of any Fixtures and Fittings to be yielded up at the end of the Term;

3.4.2 at reasonable intervals during the Term in order to view and examine the state of repair and condition of the Property and to give to the Tenant or the Tenant's agent or leave on the Property notice in writing to the Tenant of all breaches of any of the tenant covenants in this Lease relating to the condition or repair of the Property ("Repair Notice") and the Tenant covenants (subject to having obtained any necessary consents to any required works, which the Tenant shall use all reasonable endeavours to obtain as soon as possible) to repair and make good the Property according to such notice and the covenants in that behalf contained in this Lease within the following time periods:-

(a) where (b) and (c) below do not apply or where the state of repair is causing a breach of health and safety or other legislation or is causing structural damage ("Safety Breach"), the works shall be commenced within the

period of 56 days after the service of the Repair Notice and shall be completed diligently thereafter;

- (b) where there is no Safety Breach, if the Tenant does not immediately have the funds to carry out such works but could complete the works within a reasonable period without requiring further funding under the Funding Agreement it shall demonstrate this to the Landlord by providing to the Landlord within 56 days of the service of the Repair Notice:
 - (i) a statement of the maintenance budget for the Property (included within the funding already received under the Funding Agreement) and the sums expended that financial year to date on the repair and maintenance of the Property (“Funding Statement”); and
 - (ii) a programme of works setting out a reasonable time period for the works to be carried out taking into account the nature of the disrepair and the funds available;

and the works shall be commenced and carried out within the periods set out in the programme of works referred to at (ii) above;

- (c) where there is no Safety Breach and where the Tenant cannot demonstrate that it can carry out the works within a reasonable time under (b) above but requires to make an application (“Funding Application”) to the Secretary of State for funding under the Funding Agreement in order to carry out such works, the relevant section of works shall be commenced as soon as reasonably practicable after the Secretary of State grants permission under the programme of works agreed pursuant to the Funding Application (“Works Programme”);;

and if the Tenant fails satisfactorily to comply with such notice in accordance with (a) (b) or (c) above the Landlord and all persons authorised by the Landlord are entitled at any time without notice (but without prejudice to the right of re-entry contained in this Lease) to enter the Property with all necessary equipment to repair and make good the Property in accordance with the covenants and provisions contained in this Lease and the expense of such repairs together with all reasonable legal and surveyors' fees properly incurred in connection with this sub-clause must be repaid by the Tenant to the Landlord upon demand and on a full indemnity basis as a contractual debt;

- 3.4.3 where the Tenant has served notice on the Landlord pursuant to Clause 3.3.3 of the occurrence of structural damage to the Property then to permit the Landlord to enter onto the Property to view and examine the state of repair and condition of the Property;

- 3.4.4 at any time during the Term to view the Property in connection with any dealing or proposed dealing (by way of sale mortgage or otherwise) with the Landlord's reversionary interest in the Property;
- 3.4.5 (in circumstances only where the Landlord may have a liability under Law or under this Lease) to carry out such tests inspections and surveys as the Landlord reasonably requires;
- 3.4.6 at any time during the Term to fix and retain without interference upon any suitable part or parts of the Property one or more notice boards for reletting (but in the case of reletting only within six months before the Termination Date) or selling at any time the Landlord's reversionary interest in the Property;
- 3.4.7 at any time during the Term to exercise any rights reserved by this Lease and to comply with any obligations of the Landlord (whether arising under this Lease or otherwise);
- 3.4.8 at reasonable intervals during the Term in order to determine whether the Tenant has complied with all its obligations in this Lease (save that, for the avoidance of doubt, the Landlord shall not be entitled to inspect the financial records of the Tenant);

Provided that any exercise of the above rights by the Landlord does not constitute an action for forfeiture by the Landlord or evidence an intention to accept or effect the surrender of the Term and provided further that the exercise of the above rights by the Landlord shall not be in such a manner as materially to restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and shall (save in relation to emergency access) be in accordance with the reasonable requirements of the Tenant in relation to the security of the Property and the health and safety of the students and others at the Property, and the Landlord shall make good any damage caused to the Property as soon as reasonably practicable.

3.5 Alterations and Additions

- 3.5.1 Not to commit any act of waste;
- 3.5.2 Not to erect any buildings or other structures on the Property nor make any structural or external alterations additions or variations to any structures for the time being on the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) save that the Landlord can only refuse such consent if:-
 - (a) such erection alteration addition or variation will adversely affect the Landlord's statutory obligations as a landlord or as a local authority; and/or
 - (b) such erection alteration addition or variation will have an adverse effect on the structural integrity of any structures on the Property or any part or parts of any structures on the Property; and/or

- (c) such erection alteration addition or variation will adversely affect the value of the Landlord's reversionary interest in the Property;¹⁰
- 3.5.3 As part of the application to the Landlord for its consent pursuant to Clause 3.5.2 the Tenant shall:-
 - (a) submit to the Landlord adequate plans and specifications describing the proposed erection alteration addition or variation and shall consult with the Landlord on the proposed erection alteration addition or variation and shall take into account any representations that the Landlord may reasonably make in relation to the matters referred to at Clause 3.5.2 (a) (b) and (c);
 - (b) make any necessary variations or alterations to the plans and specifications in accordance with the reasonable representations of the Landlord pursuant to sub-clause (a) above;
 - (c) covenant with the Landlord as to the execution and (if it is agreed between the parties before the works are carried out that they will be reinstated at the determination of the Term) the reinstatement of any of the works as the Landlord may reasonably require;
- 3.5.4 In relation to any works permitted pursuant to Clauses 3.5.2 and 3.5.3 above to carry out all such works only in accordance with such plans and specifications as have been provided to and approved by the Landlord in writing or as have been subsequently varied in accordance with any representations of the Landlord;
- 3.5.5 After commencing any works of erection alteration addition or variation as permitted pursuant to Clauses 3.5.2 and 3.5.3 above to complete such works as soon as reasonably practicable and in any event no later than by the end of the Term;
- 3.5.6 To carry out any works permitted by this Lease in a good and workmanlike manner as soon as reasonably practicable with good quality materials strictly in accordance with all relevant British Standards including codes of practice and the requirements and regulations of all utility companies affected by such works and so that any easements rights privileges or liberties which third parties enjoy in over or under the Property are not interfered with and that no nuisance is caused to the Landlord [or any occupiers of any part or parts of the Retained Land].
- 3.5.7 Not to carry out any erection alteration addition or variation which hinders access to a Conduit.

(x) ¹⁰ If alterations are to be funded by the Tenant out of its own monies, rather than under the Funding Agreement, thought will need to be given in the licence for alterations as to how clause 5.1.3 (ownership of insurance proceeds on non-reinstatement) may need to be amended.

3.6 Signs and Advertisements

3.6.1 To notify the Landlord of the affixing or display on the boundaries of the Property or on the outside of the buildings on the Property of any sign (which expression includes any signboard advertisement hoarding fascia poster placard bill notice or other notification) other than signs which:

- (a) are required by law to be affixed or displayed; or
- (b) do not require planning permission; or
- (c) are necessary or usual for the authorised use of the Property;

3.6.2 To display and maintain upon the Property notices required in relation to the Premises Acts and the Environment Acts.

3.7 Statutory Obligations

3.7.1 To comply with all Laws (including the Premises Acts) affecting the Property the physical condition or the user of them or the use of any Fixtures and Fittings in them;

3.7.2 As soon as reasonably practicable to give written notice to the Landlord of anything arising or being in the Property which may endanger or adversely affect health or safety and which might give rise to a duty of care imposed by common law or statute on the Landlord in favour of the Tenant or any other person;

3.7.3 The Tenant shall comply with its obligations, requirements and duties under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") in relation to any works carried out at the Property, including all requirements in relation to the provision and maintenance of a health and safety file for the Property, which the Tenant shall maintain and shall give to the Landlord on the Termination Date;

3.7.4 The Tenant shall elect to be treated as the only client as defined under the CDM Regulations in respect of any works carried out at the Property pursuant to Regulation 8 of the CDM Regulations;

3.7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

3.8 Yield Up

On the Termination Date quietly to yield up the Property to the Landlord with vacant possession (subject only to any lease granted to a statutory undertaker) in accordance with the proper performance of the Tenant's covenants contained in this Lease and with all refuse and (unless the Landlord notifies the Tenant to the contrary prior to the Termination Date) all Tenant's fixtures and fittings lettering and signs put up by the Tenant duly removed.

3.9 Use

- 3.9.1 Not to carry on upon the Property any noisy noxious offensive or dangerous trade or occupation provided that the proper use of the Property for the purposes permitted by clause 3.9.3 shall not be a breach of this Clause;
- 3.9.2 Not to use the Property for any illegal or immoral purpose;
- 3.9.3 Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:
 - (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the [Academy Trust] from time to time); [and
 - (b) for community, fundraising and recreational purposes which are ancillary to the use permitted under Clause 3.9.3 (a).]¹¹

3.10 Planning and Environmental Matters

- 3.10.1 To provide to the Landlord copies of any plans specifications applications consents and permissions relating to applications under the Planning Acts and to deal with any queries that the Landlord acting reasonably may raise;
- 3.10.2 So often as occasion requires to obtain all consents and permissions required to authorise the use from time to time of the Property and the carrying out of any development (within the meaning of the Planning Acts) on the Property;
- 3.10.3 To pay and satisfy any charges that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance of any such development;
- 3.10.4 To give written notice to the Landlord of the granting or refusal of any planning permission within twenty days after its receipt by the Tenant;
- 3.10.5 If the Tenant receives any compensation because of any restriction placed upon the use of the Property under or by virtue of the Planning Acts then if this Lease is determined by surrender or re-entry immediately to make such provision as is just and equitable for the Landlord to receive due benefit from such compensation.

3.11 Notices

As soon as reasonably practicable following receipt to provide to the Landlord a copy of any communication or notice which may give rise to a liability on the part of the Landlord or which may adversely affect the value or nature of the Landlord's interest in the Property.

(xi) ¹¹ It is likely that the items in (b) would be within the charitable objects referred to in (a). However, this additional wording has been inserted as an optional clause for discussion between the parties on a case by case basis.

3.12 Dealings

3.12.1 Not to part with or share the possession or occupation of the whole or any part or parts of the Property Provided that the Tenant may share occupation of part of the Property with a body or individual providing services or facilities which are ancillary to and within the uses referred to in clause Without prejudice to the preceding covenants in this Clause not to use the Property otherwise than:

3.12.2 (a) for the purposes of the provision of educational services by the Tenant (as set out in any charitable objects of and in accordance with the memorandum and articles of association of the [Academy Trust] from time to time) where no relationship of landlord and tenant arises as a result of such occupation;

3.12.3 Not to hold the Property or any part or parts of the Property or this Lease on trust for another;

3.12.4 Subject to sub-clause 3.12.4 not to assign or transfer any part or parts or the whole of the Property;

3.12.5 The Tenant is permitted to assign or transfer the whole of the Property to the relevant Secretary of State a proprietor or proposed proprietor of an Academy or to a successor charitable or public body without the consent of the Landlord where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.6 [Not to underlet any part or parts or the whole of the Property] [Not to underlet the whole of the Property and not to underlet any part or parts of the Property for a term (including any option to renew) in excess of [●] years]¹²;

3.12.7 Not to charge the whole or any part or parts of the Property [without the Landlord's written consent].

3.13 Rights of Light and Encroachments

Not to obstruct any windows or lights belonging to the Property nor to permit any encroachment upon the Property which might be or become a detriment to the Landlord and in case any encroachment is made or attempted to be made to give immediate notice of it to the Landlord.

3.14 Indemnity

3.14.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the

(xii) ¹² The question of limiting underlettings will be project-specific. If the Parties agree that no underletting is permitted, the first alternative is appropriate. It is likely that, as a minimum, underlettings for community purposes will be permitted and the second alternative may be appropriate to limit the length of such underlettings. Limitation of the purpose of underlettings (e.g. to underlettings of part for community use) may be appropriate.

Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;

3.15 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause

3.15.1 To keep the Landlord indemnified against all actions proceedings costs claims demands and expenses in respect of any liability or alleged liability in respect of any injury to or the death of any person (however the same may be caused) damage to any property moveable or immovable Laws (including the Premises Acts the Planning Acts and the Environment Acts) the infringement disturbance or destruction of any right easement or privilege and every other liability arising directly or indirectly out of any defect in or the condition or use of the Property or anything done or omitted to be done on them or any breach of the Tenant's obligations in this Lease;1 occurring or arising.

3.16 Costs

To pay to the Landlord on demand all reasonable and proper costs charges and expenses (including legal costs and surveyors' fees and other professional fees and any charges and/or commission payable to a bailiff) losses and liabilities which may be incurred by the Landlord:-

3.16.1 in connection with the preparation and service of any notice (including any schedule of dilapidations) served under this Lease relating to the repair or condition of the Property whether during the Term or within [●] months after the Termination Date;

3.16.2 in connection with any application by the Tenant for any licence approval permission or consent required under the terms of this Lease whether or not the application is withdrawn or the licence approval permission or consent is refused (save where refused unreasonably contrary to the terms of this Lease) or is granted (save where granted subject to conditions declared by a court of competent jurisdiction to be unreasonable);

3.16.3 in or in contemplation of claiming or recovering any arrears of Rent or rents or in connection with or arising out of any breach by the Tenant of any of the Tenant's obligations hereunder whether or not the Landlord proves such matters by proceedings in any Court.

3.17 VAT

3.17.1 To pay VAT upon the Rent and upon any other sums payable by the Tenant under this Lease and in relation to any other supply of goods or services (within the meaning of section 5 and schedule 4 of the Value Added Tax Act 1994) made by the Landlord to the Tenant under this Lease so far as such tax is from time to time properly chargeable upon the same and in

relation to taxable supplies made by the Landlord to the Tenant the Landlord must deliver to the Tenant a VAT invoice addressed to the Tenant;

3.17.2 Where the Tenant has agreed to reimburse or indemnify the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease also to reimburse any VAT paid by the Landlord on such payment unless the VAT is actually recovered by the Landlord as an input in relation to supplies to the Landlord.

3.18 Interest on Arrears

If any sums from time to time payable by the Tenant to the Landlord under this Lease are not paid to the Landlord within [●] days of the date when such sums became due (whether demanded or not) or are tendered to the Landlord but the Landlord reasonably refuses to accept them so as to preserve any rights the Landlord has to pay to the Landlord (without prejudice to any other right remedy or power available to the Landlord) interest on such sums (both before and after any judgement) from the date when such sums first became due until the date of actual payment inclusive of both dates at the Interest Rate.

3.19 Landlord's Property

To observe and perform the matters contained or referred to in the documents listed in Schedule 4 relating to the Landlord's Property so far as they are still subsisting and capable of taking effect and relate to the Property and to keep the Landlord indemnified against all actions proceedings costs claims demands and expenses relating to them.

4. Landlord's Covenants

The Landlord covenants with the Tenant:-

4.1 Quiet Enjoyment

That the Tenant may peaceably and quietly hold and enjoy the Property during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

5. Insurance and Risk Protection Arrangement

5.1 The Tenant covenants with the Landlord:-

5.1.1 to keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the Reinstatement Value of the Property from time to time, or to be a member of the Risk Protection Arrangement;

5.1.2 if not a member of the Risk Protection Arrangement to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;

5.1.3 following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely;¹³

5.1.4 if not a member of the Risk Protection Arrangement to produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);

5.1.5 not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable.

5.2 The Tenant further covenants with the Landlord to insure against liability in respect of property owners' and third party risks if not a member of the Risk Protection Arrangement.

6. Provisos

6.1 Re-Entry

6.1.1 Where there occurs a breach by the Tenant of Clause 3.9 and/or following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of the insurance or payment under the Risk Protection Arrangement received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate

(xiii) ¹³ Note that insurance monies belong to the Landlord. If the Academy Trust is paying for any buildings, or does so in the future, the parties should agree equitable provisions for a split of the insurance proceeds in the event of non-reinstatement.

the Property in accordance with the provisions of this Clause Insurance within 3 years of the date of damage or destruction occurring either party may serve written notice on the other to terminate this Lease and upon service of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party against the other in respect of any prior breach of any obligation contained in this Lease and any monies received under the said policy of insurance or under the Risk Protection Arrangement whether before or after the termination of this Lease shall be paid by the Tenant on receipt to the Landlord and shall as between the Landlord and the Tenant belong to the Landlord absolutely; of this Lease and the Landlord has served written notice specifying such breach and the remedial action required by the Tenant and if within a reasonable period (taking account of the breach complained of) the Tenant has not taken steps to remedy such breach or the Tenant is dissolved or struck off or removed from the Register of Companies or otherwise ceases to exist then it is lawful for the Landlord or any person authorised by the Landlord at any time afterwards to re-enter upon the Property or any part of it in the name of the whole and thereupon the Term absolutely determines without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's obligations contained in this Lease.

6.2 Landlord's Rights on Forfeiture

The Landlord's right to forfeit this Lease is not affected by any acceptance of or demand for rent or any action which would affirm this Lease by the Landlord with knowledge of a breach of any of the Tenant's covenants contained in this Lease and the Tenant is not in any proceedings for forfeiture or otherwise entitled to rely upon any such acceptance demand or affirmation as aforesaid as a defence provided that this provision only applies to any acceptance of or demand for rent or affirmation of this Lease made during such period as may in all the circumstances be reasonable for enabling the Landlord to conduct negotiations with the Tenant for remedying the breach.

6.3 Service of Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to all notices which may require to be served under the terms of this Lease except that section 196 is deemed to be amended as follows:-

- 6.3.1 the final words of section 196(4) "and that service be delivered" are deleted and there is substituted "and that service is deemed to have been made on the third working day after the registered letter has been posted" and "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory or bank holiday;
- 6.3.2 any notice or document is also sufficiently served if sent by telephonic facsimile transmission to the party to be served and that service is deemed to be made on the day of transmission if transmitted before 4.00 pm on a working day but otherwise on the next following working day;

6.3.3 if the party to whom any notice to be served consists of more than one person the service of notice upon one of such persons constitutes service upon all of them;

6.3.4 any notice to be given by a party may be given by that party's solicitor or agent and when addressed to a party is not rendered invalid by reason of that party having died become insolvent or changed name whether or not the party serving notice is aware of the fact.

6.4 [Exclusion of S.62 L.P.A.

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not by virtue of this Lease deemed to have acquired or be entitled by any means whatsoever (other than express grant) to any easement from or over the Retained Land or affecting any other land or premises now or at any time after the date of this Lease belonging to the Landlord and not comprised in this Lease.]¹⁴

6.5 Governance

6.5.1 This Lease is governed by English law.

6.5.2 The parties submit to the exclusive jurisdiction of the High Court of Justice in England.

6.6 Agreement to Exclude Sections 24 to 28 of the 1954 Act

6.6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.6.2 The Tenant confirms that:

(a) the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on [] in accordance with section 38A(3)(a) of the 1954 Act; and

(b) the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on [] in accordance with the requirements of section 38A(3)(b) of the 1954 Act;

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

6.7 Termination

(xiv) ¹⁴ Delete where there is no Retained Land of the Landlord.

- 6.7.1 This Lease shall automatically determine on the Funding Termination Date in circumstances where there is no other Funding Agreement in existence unless either:
- (a) the Landlord has received prior notice in writing from the Secretary of State for Education of an intention for this Lease to be assigned in accordance with the terms of this Lease; or
 - (b) this Lease has been assigned in accordance with the terms if this Lease.
- 6.7.2 This Lease shall automatically determine on the End Date if by that date this Lease has not been assigned in accordance with the terms of this Lease.
- 6.7.3 The Tenant shall give written notice to the Landlord as soon as possible after becoming aware that the Funding Agreement may be liable to termination, including where a notice terminating the Funding Agreement is served on the Tenant, and the notice served on the Landlord shall specify the date (or likely date) of termination of the Funding Agreement.
- 6.7.4 The Tenant shall give written notice to the Landlord at the same time as the Tenant serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.
- 6.7.5 On the termination of this Lease under Clause 6.7.1 or 6.7.2 everything contained in the Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in the Lease.

7. Landlord's Powers

- 7.1 The Landlord enters into this Lease pursuant to its powers under sections 111 120 122 and 123 of the Local Government Act 1972 the Education Act 1996 Section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Lease and to perform all obligations on its part herein contained.
- 7.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

8. New Tenancy

This Lease is a new tenancy for the purposes of the 1995 Act.

9. Contracts (Rights of Third Parties) Act

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Charity

[The Property will as a result of this Lease be held by [**Academy Trust**] a non-exempt charity and the restrictions on dispositions imposed by section 117 to 121 of the Charities Act 2011 will apply to the Property (subject to section 117 (3) of that Act).]

[The property will as a result of this Lease be held by [**Academy Trust**] an exempt charity.]

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **[Local Authority]** in the presence of:-

.....
Authorised Signature)
.....
(Date)

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of **[Academy Trust]** in the presence of:-

.....
Director
.....
Secretary
.....
(Date)

SCHEDULE 1

Part 1 – The Property

ALL THAT land and buildings known as [●] shown edged red on the Plan and include the following so far as the same may exist at any time during the Term:-

- (a) all Conduits exclusively serving such premises; and
- (b) all Fixtures and Fittings (save for those that belong to the Tenant).

[Part 2 – The Retained Land

The land and premises shown edged blue on the Plan and any land now or in the future in the ownership of the Landlord at adjacent or near the Property.]¹⁵

(xv) ¹⁵ Only applicable where land is being retained by Landlord.

SCHEDULE 2**Rights Granted¹⁶****1. Access**

The right for the Tenant and the Tenant's employees agents and visitors in common with the Landlord and all others from time to time so entitled to pass and repass with or without vehicles over and along the roadway at the Retained Land shown coloured [●] on the Plan for the purpose of obtaining access to and egress from the Property but not for any other purpose whatsoever.

2. Services

The right in common with the Landlord and all others from time to time so entitled and with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed save as provided below) for the Tenant to connect into (in so far as there are no connections) and to pass Amenities to and from the Property through Conduits now or at any time during the Term laid in under or upon the Retained Land **PROVIDED** that the Landlord has the right at any time or times during the Term:-

2.1 to refuse consent for the Tenant to connect into any Conduits if in the reasonable opinion of the Landlord the Conduits are insufficient to bear the extra load which would be likely to result from the proposed connection by the Tenant; and

2.2 to divert or vary the positions of the Conduits upon giving reasonable prior notice to the Tenant (except in case of emergency) (which interruption the Landlord must however seek to minimise so far as is reasonably possible).

3. Support

A right of support and protection to the Property from the Retained Land.

4. Car Parking

In common with the Landlord and all others from time to time entitled the [exclusive] right for the Tenant the Tenant's employees agents licensees and visitors to use the [●] car parking spaces numbered [●] within the area shown coloured [●] on the Plan (or any alternative spaces/area no less materially convenient to the Tenant which the Landlord may from time to time in writing specify) for the parking of not more than [●] motor cars but not for any other purpose whatsoever and only within the designated spaces.

5. Access to Retained Land

The right upon giving reasonable prior written notice (except in case of emergency) to the Landlord and all others from time to time so entitled to enter only so far as is strictly necessary upon the Retained Land for the purpose of inspecting and executing repairs to or on the Property subject to the Tenant:-

(xvi) ¹⁶ This Schedule is only applicable if Landlord is retaining land or has other land over which rights need to be granted. Further rights may need to be considered on a site specific basis.

- 5.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and
 - 5.2 making good as soon as reasonably practicable to the reasonable satisfaction of the Landlord and to all others from time to time so entitled all damage caused by the exercise of this right.
- 1..1.a.i.1

SCHEDULE 3

Rights Excepted and Reserved¹⁷

1. Services

The right to connect into and pass Amenities to and from the Retained Land and any other adjoining or neighbouring property of the Landlord in and through Conduits now or at any time during the Term laid in or upon the Property together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good as soon as reasonably practicable any damage occasioned to the Property by the exercise of this right to the reasonable satisfaction of the Tenant.

2. Access to Property

The right upon giving reasonable prior notice to the Tenant (except in case of emergency) to enter upon the Property for the purposes of:-

- 2.1 inspecting and executing repairs additions alterations and other works to or on the Retained Land or to any Conduits within the Property; and
 - 2.2 the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease;
- the person exercising such right causing as little damage disturbance or inconvenience as reasonably possible to the operation of the school on the Property and making good as soon as reasonably practicable to the Tenant's reasonable satisfaction any damage to the Property caused by the exercise of this right.]
- 1..1.a.i.2

(xvii) ¹⁷ This Schedule is only applicable where the Landlord is retaining land and requires rights over the Property. Further reservations may need to be considered on a site specific basis.

(xviii)

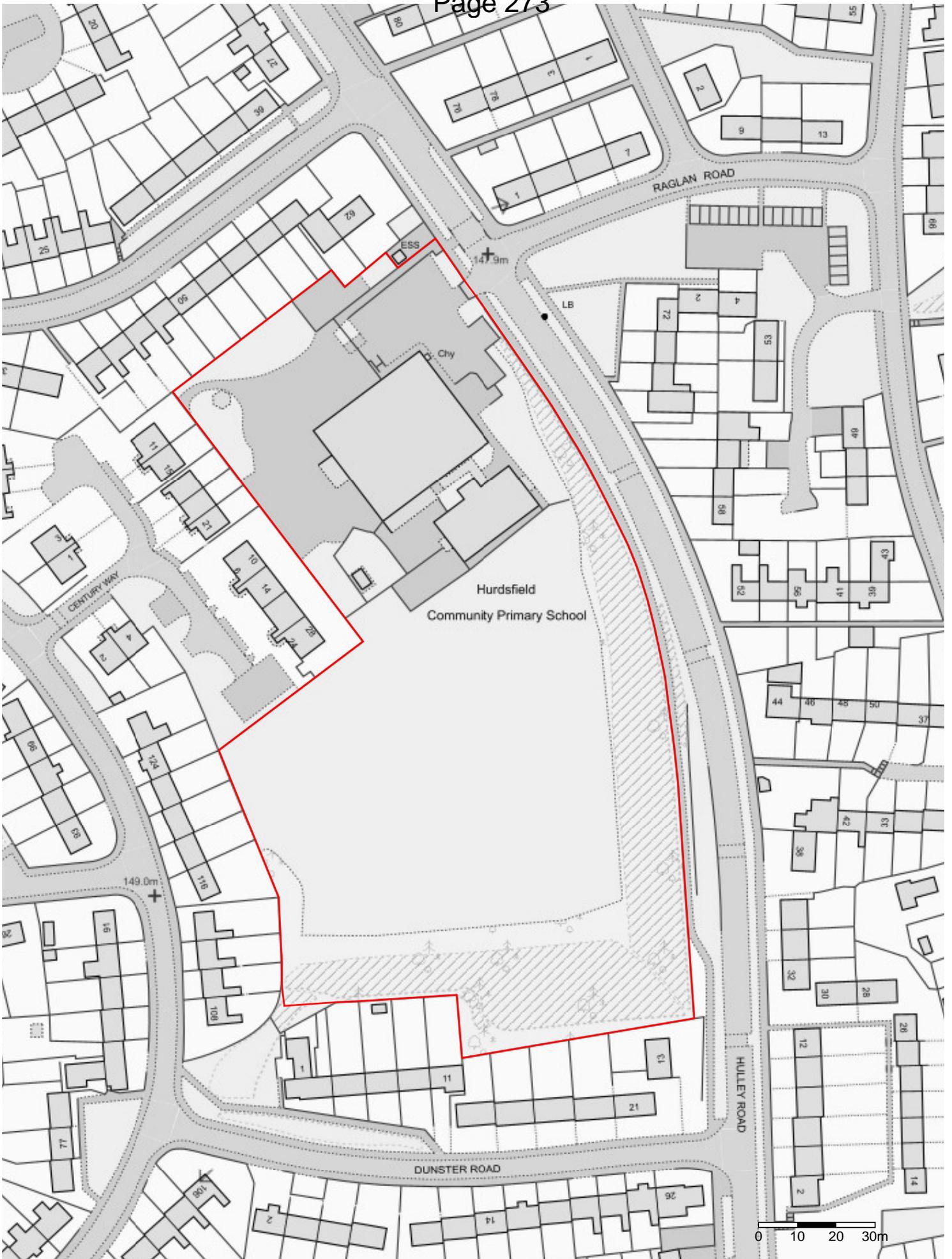
SCHEDULE 4

Landlord's Property

Details of title of Landlord's Property.¹⁸

(xix) ¹⁸ This may be the whole of the Property or the Property and additional land belonging to the Landlord. This Schedule should list all documents to which the Lease is subject on a site specific basis including, for example, pre-existing easements, aerial leases and substation leases.

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17/12/2024

Hurdfield Community Primary School lease plan



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The Rt Hon Gillian Keegan
Secretary of State for Education

Sanctuary Buildings 20 Great Smith Street Westminster London SW1P 3BT
tel: 0370 000 2288 www.education.gov.uk/contactus/df

To: The Chair of Governors of Hurdsfield Community Primary School

Cheshire East Council

ACADEMY ORDER

1. This is an Academy Order made further to section 4 of the Academies Act 2010.
2. I hereby order that on the conversion date Hurdsfield Community Primary School shall be converted into an Academy.
3. The conversion date shall be the date that the school opens as an Academy further to and as provided for in Academy arrangements made further to section 1 of the Academies Act 2010.
4. On the conversion date Cheshire East Council shall cease to maintain Hurdsfield Community Primary School.
5. The independent school standards (as defined in section 157(2) of the Education Act 2002) are to be treated as met in relation to the Academy on the conversion date.

Signed on behalf of the Secretary of State for Education by:

Signed:

A handwritten signature in black ink, appearing to read 'V. Beer', written over a horizontal line.

Date: 2 July 2024

Vicky Beer CBE,
Regional Director

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OPEN

Appendix 1 – NOT FOR PUBLICATION: By virtue of paragraph 2 of Part 1 Schedule 1 of the Local Government Act 1972

BRIEFING REPORT**Children and Families Committee****10 February 2025****Briefing around Schools forecasting financial deficits in 2024/25**

Report of: Adele Taylor, Interim Executive Director of Resources (Section 151 Officer)

Report Reference No: CF/49/24-25

Purpose of Report

- 1 The purpose of this report is to update Members regarding maintained schools which are currently forecasting to end 2024/25 in a financial deficit position, and to share information on the activity taking place in order to support those schools with their recovery planning.
- 2 This report contributes towards the Corporate Plan Aim of “An open and enabling organisation”.

Executive Summary

- 3 At the September 2024 C&F Committee it was agreed that a report would be provided to Members to update them on the maintained schools who were forecasting financial deficits at the end of 2024/25, and to update committee on the activity taking place to support those schools in their financial recovery.
- 4 Of the 51 maintained schools there are 14 currently forecasting to end 2024/25 with a financial deficit. This is based on the Autumn term forecasts. The total value of the deficits for the 14 schools is £1.67m.
- 5 During November 2024, and January 2025 the Director of Education, Strong Start and Integration (DoE) has arranged meetings with 9 of

these schools in order to discuss their current financial forecasts and actions being taken to address this.

- 6 These meetings were attended by the schools representatives such as the Head Teacher, Bursar and school Governors. And the DoE was supported in the meetings by representatives from HR and Finance.
- 7 Schools were asked to submit action plans one week in advance of the meetings, detailing the current position and main drivers, as well as actions being taken in order to recover any forecast deficits.
- 8 The meetings were run as open forums for discussing the challenges and opportunities which schools face.

Background

- 9 Cheshire East Schools are some of the lowest funded in the country and we are part of the F40 cohort of lowest funded schools.
- 10 Some of our schools are finding it challenging to set balanced budgets, and 14 of the schools are currently forecasting a deficit at the end of 2024/25, this is compared to 16 schools who closed their 2023/24 accounts in a deficit position.
- 11 The total of the deficits for the 16 schools at the end of 2023/24 was £1.26m, the cumulative forecast deficit for the 14 schools in 2024/25 is £1.67m. The overall balances held for all maintained schools (net of surpluses and deficits) at the end of 2023/24 was a net surplus of £2.6m.

Briefing Information

- 12 The details of the forecasts by school for those forecasting deficits is included in Appendix 1, which is in part two of the committee agenda.
- 13 During the meetings the schools were able to talk through the challenges they are facing, and discuss the actions they were putting in place to try and address the financial challenges.
- 14 Where Governors attended they were also able to provide assurance around their involvement and support as a board to address the challenges.
- 15 Issues such as falling pupil numbers, challenges around supporting children with SEND, and changes to school meal services were some of the challenges mentioned by schools.

- 16 The meetings were also an opportunity to talk about positive elements of the schools operation, such as inclusivity of the schools and the work they are doing to support children.
- 17 The DoE discussed opportunities with the school that may help them to move to a more financially stable position. Some examples were around if schools were operating before and after school clubs, or may be able to consider expanding age ranges in order to incorporate Early Years provision, as these could be options that could support the schools financially as well and helping to support retention or growth in pupil numbers.
- 18 Schools were also asked in the meetings if they would be open to accessing a free DfE offer of Schools Resource Management Advisors. This has been a successful program run in some other LA areas which could help the schools with their financial recovery. Most schools were happy to be included in this suggested program.
- 19 In year we have seen a reduction in the number of schools forecasting a deficit, as well as seeing the value of the cumulative deficit reducing.
- 20 The forecast deficits reduced from £1.9m in the Summer term forecasts, to £1.67m in the Autumn term forecasts, with 3 schools moving from a deficit to surplus forecast position between the two forecast points.
- 21 Of the 14 schools still forecasting deficit balances at the Autumn term forecasts, 10 of them have forecast reduced deficit balances.
- 22 This shows that schools are taking action to reduce the forecast deficits.

Implications

Monitoring Officer/Legal

- 23 This is a briefing note for Children & Families Committee to outline the current position and actions being undertaken and support provided by the Local Authority to maintained schools. Consideration needs to be had to the School Standards and Framework Act 1998 & The School and Early Years Finance and Childcare (Provision of Information About Young Children) (Amendment) (England) Regulations 2024.

Section 151 Officer/Finance

- 24 The financial information is contained within the report and appendix.
- 25 If a school chooses to convert to be an Academy then any surplus or deficit balance transfers with them, resulting in no financial implication for the council.

- 26 However there are risks around deficit balances potentially remaining with the LA in some specific circumstances. For example if a school is issued with an academisation order from the DfE then surplus or deficit balances are retained by the LA.

Policy

- 27 As this is a briefing there are no direct policy implications linked to this report. It does however support the corporate policy of being “an open and enabling organisation”.

Equality, Diversity and Inclusion

- 28 There are no direct equality implications as a result of this briefing.

Human Resources

- 29 There are no direct HR Implications as a result of this briefing.

Risk Management

- 30 Actions being taken to work with schools forecasting deficits, as detailed in the report, are to try and reduce the risks of ongoing or increasing deficit balances held by schools.

Rural Communities

- 31 There are no direct implications for Rural Communities as a result of this briefing.

Children and Young People including Cared for Children, care leavers and Children with special educational needs and disabilities (SEND)

- 32 There are no direct implications for children and young people as a result of this briefing. The responsibilities of schools to support children are unchanged regardless of their financial balances.

Public Health

- 33 There are no direct implications for public health.

Climate Change

- 34 There are no direct implications for climate change.

Access to Information	
Contact Officer:	Nikki Wood-Hill Nicola.wood-hill@cheshireeast.gov.uk
Appendices:	Appendix 1 – NOT FOR PUBLICATION
Background Papers:	NA

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Children and Families Committee Work Programme 2024 - 25

Report Reference	Children & Families Committee	Title	Purpose of Report	Corporate Plan Priority	Lead Officer	Exempt Item	Consultation	Equality Impact Assessment	Part of Budget and Policy Framework	Is the report for decision or scrutiny?
CF/16/24-25	07/04/25	Service Budgets 2025/26 (Children & Families Committee)	To set out the allocation of approved budgets for 2025/26 for services under the Committee's remit, as determined by Finance Sub Committee	Open	Interim Executive Director of Resources, Section 151 Officer	No	No	No	Yes	Scrutiny
CF/38/24-25	07/04/25	ILACS Improvement Plan Progress	To update committee on progress against the improvement plan to address the findings from the Ofsted inspection of local authority children's services (ILACS) in February and March 2024, and to ensure committee can scrutinise impact on outcomes for children and young people.	Fair	Interim Children's Services Improvement Director	No	N/A	No	No	Scrutiny
CF/50/24-25	07/04/25	Academisation of St. Mary's Catholic Primary School, Middlewich	Provide necessary assurances to enable the Committee to consider their support for the conversion.	Open	Director of Education, Strong Start and Integration	TBC	No	No	No	Decision

Children and Families Committee Work Programme 2024 - 25

TBC	07/04/25	Proposed Change in Age Range at St John the Evangelist CE primary School	To Approve the proposed change in Age Range at St John the Evangelist CE Primary School from 4-11 to 2-11 for implementation September 2025	Open	Director of Education, Strong Start and Integration	No	Yes	Yes	No	Decision
TBC	07/04/25	Children and Families - Capital Programme update	To update the Committee on progress delivering the school capital programme for 2024/25 and approve progression of the projects and named schemes that are detailed in the appendices. To provide Committee with an overview of schemes undertaken and on those schemes that have been completed over the last year.	Open	Director of Education, Strong Start and Integration	Yes	No	No	Yes	Scrutiny/Decision
TBC	07/04/25	Household Support Fund & Holiday Activity & Food Programme 2025/26	To agree recommendations for the delivery of the HSF & HAF Grants for 2025/26.	Open	Director of Education, Strong Start and Integration	Yes	No	Yes	Yes	Decision

By virtue of paragraph(s) 2 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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