

Church Eaton Primary School

Supplemental Agreement

I/We hereby certify that this is a true
copy of the original

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up

16.10.19

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INTRODUCTION

- 1) This Agreement is being entered into in acknowledgement of the completion of a Supplemental Funding Agreement (the "Supplemental Funding Agreement") which, with its Master Funding Agreement (the "Master Funding Agreement"), dated 30 SEPTEMBER 2019 (together (the "Funding Agreement") made under section 1 of the Academies Act 2010 each between the Secretary of State for Education ("the Secretary of State") and Staffordshire University Academies Trust a company limited by guarantee registered at Companies House with company number 07704020 ("the Company").
- 2) This Agreement is made between
 - a) the Secretary of State and
 - b) the trustees of Church Eaton Grammar School Educational Foundation an unincorporated charity with Charity Commission registration number 528481 ("the Trustees").
- 3) The Company is also a party to this Agreement solely to acknowledge the commitments made by both the Secretary of State and the Trustees to each other and to make the commitments set out in clause 11.
- 4) In this Agreement the following words and expressions shall have the following meanings:-

"DfE" means Department for Education;

"Insurance/cover" means either (i) a commercial insurance policy taken out with a reputable insurance office or (ii) cover through the Risk Protection Arrangement for academy trust companies provided by the Secretary of State ("the Risk Protection Arrangement").

"Insured/covered Risks" means fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave impact, terrorism, bursting or overflowing of water tanks and pipes, earthquake, damage by aircraft and other aerial devices or articles dropped there from, riot and civil commotion,

labour disturbance and malicious damage and such other risks as the Company insures against from time to time subject in all cases to any exclusions or limitations as may apply from time to time.

"Land" means the land (including for the avoidance of doubt all buildings, structures, standing water, landscaping and other erections) owned by the Trustees situated at and known as Church Eaton Grammar School, Stafford ST20 0AG from which the Academy operates and for identification purposes only shown edged red on the plan annexed to this Agreement;

- 5) The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament, and references to:

"party" means any party to this Agreement;

"persons" includes a body of persons, corporate or incorporate;

"school" shall where the context so admits be references to the Academy.

- 6) Expressions defined in this Agreement shall have the same meaning where used in any Annex to this Agreement.

LEGAL AGREEMENT FOR USE OF LAND

- 7) In consideration of:

- a) the Company undertaking to the Secretary of State to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as Church Eaton Primary School ("the Academy"); and
- b) the Secretary of State agreeing to make payments to the Company in accordance with the conditions and requirements set out in the Funding Agreement;

the Trustees undertake to the Secretary of State to make the Land available for use by the Company in a manner consistent with any restrictions imposed on the

Trustees at law and pursuant to any trust deed governing the Trustees' ownership of the Land and with the terms of this Agreement.

- 8) This Agreement shall commence on the date hereof and shall subject to clause 9 (and except in respect of clause 13) continue in force until the earlier of:

- a) the termination of the Funding Agreement; and
- b) the date upon which any termination of this Agreement arises pursuant to clause 14.

- 9) The termination of this Agreement howsoever arising is without prejudice to the rights, duties and liabilities of any party hereto accrued prior to termination.

- 10) Clause 13 of this Agreement shall continue to apply for as long as the Secretary of State has power to exercise any discretion in relation to the Land pursuant to Schedule 1 of the Academies Act 2010.

11) **PROTECTION OF PUBLIC INVESTMENT IN LAND**

Whilst the Academy operates from the Land otherwise than pursuant to a lease between the Trustees and the Company and in recognition of the funding provided by the Secretary of State to the Company for the running costs of the Academy, including, but not limited to, grant advanced for the purposes of enabling repairs, servicing, maintenance and arranging for appropriate insurance of any buildings on the Land and its grounds, provided that the Company meets the cost of such repairs, servicing, maintenance and insurance, including all reasonable costs of the Trustees, the Trustees will:

- a) facilitate any maintenance, upkeep or replacement of any buildings or facilities on the Land by the Company so that the Company may keep the Land clean and tidy and may make good any damage it causes to the Land and / or any deterioration to the condition of the Land consequent upon its use of the same that may arise from the date of this Agreement;

- b) facilitate the following:

- i) at the Company's expense the maintaining of insurance of the land by the Company in the joint names of the Company and the Trustees with a reputable insurance office or through the Risk Protection Arrangement against loss or damage by the Insured Risks in the sum the Company is advised represents the reinstatement value of the Land from time to time;
 - ii) the payment of the premiums for insurance by the Company promptly as they become due and maintaining in force by the Company of the policies of insurance on the Land;
 - iii) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like from the Trustees or as may otherwise be required by law the application of the proceeds of the policy of the insurance received for those purposes in the rebuilding and reinstating of the Land by the Company (provided that this clause should be satisfied if the Company and/or the Trustees provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
 - iv) the production by the Company to the Trustees and the Secretary of State of a copy of any 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);
 - v) the Company insuring against liability in respect of property owners' and third party risks including occupiers liability;
- c) together with the Company not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable; and

the Company will:

- d) keep the Land insured in the joint names of the Company and the Trustees with a reputable insurance office or through the Risk Protection Arrangement against loss or damage by the Insured Risks in the sum the Company is advised represents the reinstatement value of the Land from time to time;
- e) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
- f) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like from the Trustees or as may otherwise be required by law apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Land (provided that this clause should be satisfied if the Company provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
- g) produce to the Trustees and the Secretary of State a copy of any 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;
- h) not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable;
- i) insure against liability in respect of property owners' and third party risks including occupiers liability; and
- j) meet all reasonable costs of the Trustees in relation to insurance, repairs, scrutiny, maintenance and improvement of the Land.

12) While the Academy operates from the Land or part of it pursuant to a lease between the Trustees and the Company in so far as clause 14 regulates occupation the terms of the lease shall prevail.

- 13) In the exercise of any discretion that the Secretary of State shall have either in relation to the Land as a consequence of this agreement or pursuant to Schedule 1 of the Academies Act 2010, the Secretary of State agrees to comply with any guidance issued by him in relation to the disposal of publicly funded land that is no longer to be used for the Academy.

TERMINATION

- 14) The Trustees may give not less than two years written notice to the Company and the Secretary of State to terminate this Agreement.
- 15) In the event of any termination of the Funding Agreement in circumstances where the Academy would not otherwise be closing, the Secretary of State will have due regard to any wishes of the Trustees with regard to the future of the school as a "voluntary" maintained school for the purposes of the School Standards & Framework Act 1998.

MISCELLANEOUS

- 16) Any notice or other communication concerning this Agreement shall be sent, in the case of a notice or communication from the Secretary of State to the Trustees at their registered office or such other addressees/addresses as may be notified in writing from time to time by the Trustees and, in the case of a notice or communication from the Trustees to the Secretary of State to Head of Academies Division, Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.
- 17) No term of this Agreement is intended to give any entitlement as against any party to any person who is not a party to this Agreement and no term of this Agreement may be enforced by any person other than a party under the

Contracts (Rights of Third Parties) Act 1999.

- 18) The obligations of the parties are several and for the avoidance of doubt neither the Company nor Trustees shall be deemed to be liable in respect of the acts or omissions of the other as between these parties and the Secretary of State.
- 19) For the avoidance of doubt nothing in this Agreement is intended to vary or amend any provision of the Funding Agreement or any obligation arising under it.
- 20) 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.

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



Duly Authorised



Staffordshire
County Council

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John Kellin

Plot Centre (BNG):
Easting: 384730
Northing: 317616

Scale 1:1250

Date: 07-AUG-2019

Plan Ref: 1:1250 @ A4

Title:
Church Eaton Endowed
VA Primary School

