

**SUPPLEMENTAL LAND AGREEMENT FOR DIXONS TRINITY ACADEMY  
AND DIXONS MUSIC PRIMARY**

**THIS AGREEMENT** made 31 August 2012

**BETWEEN**

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

(2) **DIXONS CITY ACADEMY CHARITABLE TRUST LTD**

**IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT** made between the same parties and dated 31 August 2012 (the “**Master Agreement**”) and the Supplemental Funding Agreement of the Dixons Trinity Academy made between the same parties and dated 31 August 2012 (“the Dixons Trinity Supplemental”) and the Supplemental Funding Agreement of the Dixons Music Primary made between the same parties and dated 31 August 2012 (“the Dixons Music Supplemental”), (together “the Supplementals”).

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement and / or the Supplementals shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement and / or the Supplementals.**

**1.2 The following words and expressions shall have the following meanings:**

“Debt” means the amount equal to 100% of the Land Value;

“Discharge Process” means the removal of:-

- i. the Legal Charge registered with Companies House as against the Company;
- ii. the Legal Charge from the charges register at the Land Registry against the title for the Land;
- iii. the restriction in the proprietorship register as referred to in 4.1(a); and

iv. the notice in the proprietorship register as referred to in 6.4(a);

“Insured 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 from time to time be imposed by the insurers or underwriters;

“the Land” means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as The Unity Building, Little Horton Lane, Bradford BD5 0NA and registered under Title Number WYK826736 or the part of such land remaining in the ownership of the Company, following any disposal in accordance with clauses 9.1, 9.2, 9.3, 10.1(ii) or 12.1, made up of:

“Land 1”: the area provided for the exclusive use as the permanent site of the Dixons Trinity Academy as coloured green on the attached plans at Annexes A and B;

“Land 2”: the area provided for the exclusive use as the permanent site of the Dixons Music Primary as coloured orange on the attached plans at Annexes A and B; and

“Land 3”: the areas shared between the Dixons Trinity Academy and the Dixons Music Primary as coloured blue on the attached plans at Annexes A and B;

“Land Value” means, at any time:-

(a) where there has been a disposal of the Land as a result of the enforcement of the Legal Charge by the Secretary of State, the proceeds of that disposal after payment of any necessary and reasonable costs incurred by the seller in connection with such disposal; or

(b) in any other case, the Market value of the Land;

“Legal Charge” means the legal charge entered into on 31 May 2012 by the Company in favour of the Secretary of State over the Land; and

“Market Value” the market value of the relevant part of the Land (as that term is defined or referred to in the RICS Appraisal and Valuation Manual (current edition) published by RICS), as determined by a professionally qualified independent valuer.

1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

a) 2. Termination

b) 2.1 If the Company has not obtained full planning permission (including where relevant listed building consent), in respect of the development of the Land as the permanent site of the Academies, by 30 November 2012, the Secretary of State may by notice terminate this Agreement and the Supplementals forthwith or may provide such notice as he deems appropriate in the circumstances in writing to terminate this Agreement and the Supplementals.

2.2 If at any time after the signing of this Agreement but prior to the Academies opening dates, the Secretary of State is of the view that:

1. the safety of pupils or staff at either or both of the Academies would, on opening, be threatened; or
2. the buildings and other structures on the Land are unsuitable or, if appropriate, the Company has not obtained Building Regulation approval;

he may in writing either:

- (a) require the Company (i) not to open the Academies; and/or (ii) not to admit pupils of a particular age range, to be determined by the Secretary of State; and/or (iii) not to use any building or other structure on the Land until such time as the relevant matter or matters listed in 1. to 2. above has or have been resolved to the Secretary of State’s satisfaction; or
- (b) terminate this Agreement and the Supplementals forthwith or provide such

notice as he deems appropriate in the circumstances to terminate this Agreement and the Supplementals.

- 2.3 If at any time during the development of the Land for the use as the permanent site of the Academies, the Secretary of State is of the view that:
1. the safety of pupils or staff at either or both of the Academies would, on opening, be threatened; or
  2. the buildings and other structures on the Land are unsuitable or, if appropriate, the Company has not obtained Building Regulation approval;

he may in writing either:

- (c) require the Company not to use any building or other structure on the Land until such time as the relevant matter or matters listed in 1. to 2. above has or have been resolved to the Secretary of State's satisfaction; or
- (d) terminate this Agreement and the Supplementals forthwith or provide such notice as he deems appropriate in the circumstances to terminate this Agreement and the Supplementals.

### **3. Debt**

- 3.1 The Secretary of State has agreed to make payments of Capital Grant to the Company pursuant to Clause 37 of the Master Agreement;
- 3.2 The payments referred to at 3.1 are made available to the Company on an interest free basis;
- 3.3 In consideration of the Secretary of State making the payments referred to at 3.1 and financing the acquisition of the Land, the Company shall pay the Debt:
- a) upon termination of this Agreement; or

- b) in accordance with clauses 9.1(b), 11.2(c), 11.3(c) or 12.1(a)(i); or
- c) upon any disposition by way of sale of the whole or part of the Land, whether or not such sale has been consented to by the Secretary of State, save that where the disposition is of part of the Land, the Company shall pay a proportion of the Debt equivalent to the proceeds of sale or Market Value, whichever is the higher, in respect of that part of the Land.

3.4 The Debt shall be secured by the Legal Charge.

#### **4. Restrictions on Land transfer**

4.1 In consideration that it has obtained a legal interest in the Land, such acquisition being financed by the Secretary of State, the Company:

- a) shall, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) ('LRR 2003') in the following terms:

*No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 31 May 2012 in favour of The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer.*

- b) shall take any further steps reasonably required to ensure that the restriction referred to in clause 4.1(a) is entered on the proprietorship register,
- c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 4.1(a) as soon as reasonably practicable after it receives notification from the Land Registry,

- d) in the event that it has not registered the restriction referred to in clause 4.1(a), hereby consents to the entering of the restriction referred to in 4.1(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002); and
- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 4.1(a) or 4.1(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

## **5. Obligations of the Company**

- 5.1 The Company shall keep the Land clean and tidy and make good any damage it causes to the Land and / or any deterioration to the condition of the Land that may arise from the date of this Agreement. In compliance with this clause, the Company shall not do or cause or permit to be done anything to lessen the value or marketability of the Land save with the express written consent of the Secretary of State.
- 5.2 The Company agrees it shall seek and obtain the prior written consent of the Secretary of State, not to be unreasonably withheld or delayed before taking any steps to:
  - a. grant any consent or licence in respect of the Land or any part of it; and / or
  - b. create or permit to arise or continue any encumbrance affecting the Land or any part of it; and / or
  - c. part with or share possession or occupation of the Land or any part of it; and / or
  - d. enter into any onerous or restrictive obligations affecting the Land or any part of it.

## **6. Insurance**

6.1 The Company shall:-

- a) keep the Land insured with a reputable insurance office 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;
- b) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
- c) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like 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;
- d) produce to the Secretary of State a copy of the insurance policy whenever reasonably requested and the receipt for the last premium 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);
- e) not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable.
- f) insure against liability in respect of property owners' and third party risks including occupiers liability.

## **7. Transfer of Land**

7.1 In consideration that it has obtained a legal interest in the Land, such acquisition being financed by the Secretary of State, the Company hereby grants and the Secretary of State hereby accepts an option, exercisable by the Secretary of State or his nominee, to acquire the said Land or any part thereof at nil consideration.

7.2 The option granted at 7.1 shall be exercisable (by notice in writing by or on behalf of the Secretary of State):

- (a) In respect of the transfer of the Land as a whole:
  - (i) On the termination of this Agreement for whatever cause;
  - (ii) In circumstances where the Company is unable to use all or part of the Land as the permanent site of both the Dixons Trinity and Dixons Music Academies in accordance with clause 9.1;
- (b) In respect of the transfer of Land 1:
  - (i) On termination of the Dixons Trinity Supplemental for whatever cause;  
or
  - (ii) In circumstances where the Company is unable to use Land 1 as the permanent site of the Dixons Trinity Academy in accordance with clause 9.2;  
and
- (c) In respect of the transfer of Land 2:
  - (i) On termination of the Dixons Music Supplemental for whatever cause,  
subject to clause 11.4 below; or
  - (ii) In circumstances where the Company is unable to use Land 2 as the permanent site of the Dixons Music Primary in accordance with clause 9.3,  
subject to clause 11.4 below.

7.3 On the exercise of the option granted at 7.1, the Law Society's Standard Conditions of Sale for Commercial Property in force at the date of such exercise shall apply to the transaction and completion shall take place 28 days after such exercise.

7.4 In consideration that it has obtained a legal interest in the Land, such acquisition being financed by the Secretary of State, the Company:

- a) shall, within 14 days from the transfer to it of the Land, apply to the Land Registry in Form AN1 as prescribed by Rule 81 of the Land Registration Rules 2003 for a notice to be entered in the register (under section 34(3)(a) of the Land Registration Act 2002) to protect the option granted under clause 6.1 and including a copy of this Agreement as evidence of that option;



b) shall take any further steps required to ensure that the notice referred to in clause 7.4(a) is entered on the proprietorship register;

c) shall provide the Secretary of State with confirmation of the entry of the notice referred to in clause 7.4(a) as soon as practicable after it receives notification from the Land Registry;

d) in the event that it has not registered the notice referred to in clause 7.4(a), hereby consents to the entering of the notice referred to in 6.4(a) in the register by the Secretary of State (by application in Form UN1 under s. 34(3)(b) of the Land Registration Act 2002);

e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a notice entered in accordance with clause 7.4(a) or 7.4(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Trust; and

f) in the case of previously unregistered land, for the further protection of the option granted in clause 7.1 the Company shall within 14 days of the signing of this Agreement make application to register a Class C (iv) land charge in the Land Charges Registry and a Caution against First Registration in the Land Registry and shall provide the Secretary of State with copies of the entries secured thereby within 7 days of completing each registration, respectively. If the Secretary of State is of the view that the Company has failed to perform the registration obligations in this sub-clause he shall be at liberty to make his own applications to secure these registrations.

7.5 Should the Company be required to transfer either Land 1 or Land 2 to the Secretary of State or his nominee in compliance with clause 7.1, the Company agrees to negotiate in good faith and to enter into a sharing agreement with the Secretary of State or his nominee in respect of the shared use of Land 3, if required.

## **8. Legal Charge**

8.1 In consideration that it has obtained a legal interest in the Land, such acquisition being financed by the Secretary of State, the Company:

a. shall enter into the Legal Charge upon completion of the acquisition of said interest;

b. shall, within 21 days from the entry into of the Legal Charge, register the Legal Charge with Companies House or if required by the Secretary of State shall use all reasonable endeavours to assist the Secretary of State to register the Legal Charge at Companies House, including signing and executing any documents, deeds and/or forms as required;

c. shall, within 28 days from the date of the Legal Charge, apply to the Land Registry for the Legal Charge to be entered on the charges register, using forms AP1 (Rule 13 LRR 2003) and CH1 (Rule 103 LRR 2003) or such form as may be required by the Secretary of State;

d. shall take any further steps required to ensure that the Legal Charge is entered on the charges register;

e. shall provide the Secretary of State with confirmation of the registration of the Legal Charge as soon as reasonably practicable after it receives notification from the Land Registry; and

f. in the event that it has not registered the Legal Charge, hereby consents to the registration of the Legal Charge by the Secretary of State. To enable the Secretary of State to do so, the Company shall use all reasonable endeavours to assist the Secretary of State to register the Legal Charge, including signing and executing any documents, deeds and/or forms as required, specifically but not limited to providing the Secretary of State with the executed Legal Charge and completed AP1/CH1 forms, and dealing with any requisitions raised by the Land Registry.

## **9. Failure to use the Land for the purposes of the Academies**

9.1 If the Company is unable to use the Land as the permanent site of the Academies, but the Secretary of State agrees not to terminate this Agreement on that basis, the Secretary of State may give notice to the Company that:

- a) he intends to exercise the option granted under clause 7.1 to transfer the Land or the relevant part thereof for nil consideration to himself or his nominee;
- b) the Company shall pay the Debt or the Market Value; and/or
- c) the Company shall dispose of the Land or the relevant part thereof and that, pursuant to clause 86 of the Master Agreement, the Company may retain some or all of the proceeds of sale of the Land or the relevant part thereof in order to fulfil its charitable purposes by funding the purchase of an alternative permanent site for the Company, save that any proceeds not used to fund the purchase of an alternative permanent site shall be accounted for to the Secretary of State or his nominee;

and such notice may include conditions in respect of the relevant requirement on the Company under 9.1(a), (b) or (c).

9.2 If the Company is unable to use Land 1 as the permanent site of the Dixons Trinity Academy, but the Secretary of State agrees not to terminate the Dixons Trinity Supplemental on that basis, the Secretary of State may:

- a) give notice to the Company that he intends to exercise the option granted under clause 7.1 to transfer Land 1 for nil consideration to himself or his nominee; or
- b) require the Company to grant a 125 year peppercorn lease in respect of Land 1 in such form as is required by the Secretary of State to such other Academy Trust as the Secretary of State deems appropriate in the circumstances.

9.3 If the Company is unable to use Land 2 as the permanent site of the Dixons Music Primary, but the Secretary of State agrees not to terminate the Dixons Music Supplemental on that basis, the Secretary of State may:

- a) give notice to the Company that he intends to exercise the option granted under clause 7.1 to transfer Land 2 for nil consideration to himself or his nominee, subject to clause 11.4 below; or

b) require the Company to grant a 125 year peppercorn lease in respect of Land 2 in such form as is required by the Secretary of State to such other Academy Trust as the Secretary of State deems appropriate in the circumstances.

9.4 Should the Company be required to enter into a lease in respect of Land 1 or Land 2 in compliance with clause 9.2(b) and 9.3(b) respectively, the Company agrees to negotiate in good faith and to enter into a sharing agreement with the lessee in respect of the shared use of Land 3, if required by the Secretary of State.

## **10. Sharing of the Land**

10.1 The Company agrees that if:

- a) neither the Dixons Trinity nor Dixons Music Primary reaches their planned capacities over a period of seven Academy Funding Years; or
- b) notice of termination is served by either the Company or the Secretary of State in accordance with clause 5.1 of the Supplementals in respect of both the Dixons Trinity and Dixons Music Primary at the same time; or
- c) in the reasonable opinion of the Secretary of State the operation of the Academies at planned capacity does not require the use of the full extent of the Land,
  - i. it will share occupation of the Land with such other Academy as the Secretary of State deems appropriate in the circumstances and enter into such legal arrangements in respect of the same as are required by the Secretary of State; or
  - ii. it will dispose of part of the Land as required by the Secretary of State and account for any proceeds of such disposal to the Secretary of State or his nominee as part payment of the Debt. Upon such disposal and part payment of the Debt, the Secretary of State will discharge the Legal Charge in respect of the part of the Land that has been disposed of.

10.2 The Company agrees that if:

- a) the Dixons Trinity Academy does not reach its planned capacity over a period of seven Academy Funding Years; or
- b) notice of termination is served by either the Company or the Secretary of State in accordance with clause 5.1 of the Dixon Trinity Supplemental; or
- c) in the reasonable opinion of the Secretary of State the operation of the Academy at planned capacity does not require the use of the full extent of Land 1;

it will share occupation of Land 1 with such other Academy as the Secretary of State deems appropriate in the circumstances and enter into such legal arrangements in respect of the same as are required by the Secretary of State.

10.3 The Company agrees that if:

- a) the Dixons Music Primary does not reach its planned capacity over a period of seven Academy Funding Years; or
- b) notice of termination is served by either the Company or the Secretary of State in accordance with clause 5.1 of the Dixon Music Supplemental; or
- c) in the reasonable opinion of the Secretary of State the operation of the Academy at planned capacity does not require the use of the full extent of Land 2;

it will share occupation of Land 2 with such other Academy as the Secretary of State deems appropriate in the circumstances and enter into such legal arrangements in respect of the same as are required by the Secretary of State.

10.4 Should the Company be required to share all or part the Land with another Academy Trust in compliance with clause 10.1, 10.2 or 10.3, the Company agrees to negotiate in good faith and to enter into a sharing agreement with that Academy Trust in respect of the shared use of the Land, if required.

**11. Exercise of Rights on Termination**

11.1 On the termination of this Agreement, the Secretary of State may give notice of his intention to exercise the rights conferred upon the Secretary of State pursuant to clause 6.5 and 6.6 of the Supplementals, 7.1 of this Agreement and the Legal Charge:

a) any such notice shall be in writing and shall confirm which clause of this Agreement or the Supplementals the Secretary of State intends to exercise without prejudice to the Secretary of State's right to exercise all and any other rights available to him;

b) in the event that upon termination of this Agreement for whatever reason, the Secretary of State exercises his option granted and the legal interest in the Land is transferred to the Secretary of State or his nominee for nil consideration by the Company pursuant to clause 7.1 of this Agreement, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full, the obligation on the Company to pay a proportion of the proceeds of sale of the Land to the Secretary of State under clause 6.5(b) of the Supplementals shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process;

c) in the event that upon termination of this Agreement for whatever reason the Secretary of State enforces the Legal Charge, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full following the realisation of the Debt by any receiver, the obligation on the Company to pay a proportion of the proceeds of sale of the Land to the Secretary of State under clause 6.5(b) of the Supplementals shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process;

d) in the event that upon termination of this Agreement for whatever reason, the Secretary of State exercises his rights under clause 6.5 of the Supplementals, the Company's obligations to pay the Debt shall be deemed to have been satisfied in full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process; and

e) in the event that upon termination of this Agreement for whatever reason, the Secretary of State agrees that pursuant to clause 6.6 of the Supplementals the Company may invest the proceeds of the sale of the Land for its charitable objects or directs the Company to pay all or part of the proceeds of sale of the Land to the LA, the Company's obligations to pay the Debt shall be deemed to have been satisfied in

full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process.

11.2 On the termination of the Dixons Trinity Supplemental, the Secretary of State may give notice of his intention to exercise the rights conferred upon the Secretary of State pursuant to clause 6.5 and 6.6 of that Supplemental, 7.1 of this Agreement and the Legal Charge:

a) any such notice shall be in writing and shall confirm which clause of this Agreement or the Dixons Trinity Supplemental the Secretary of State intends to exercise without prejudice to the Secretary of State's right to exercise all and any other rights available to him;

b) in the event that upon termination of the Dixons Trinity Supplemental for whatever reason, the Secretary of State exercises his option granted and the legal interest in Land 1 is transferred to the Secretary of State or his nominee for nil consideration by the Company pursuant to clause 7.1 of this Agreement, the Company's obligation to pay a proportion of the Debt in respect of Land 1 shall be deemed to have been satisfied in full, the obligation on the Company to pay a proportion of the proceeds of sale of Land 1 to the Secretary of State under clause 6.5(b) of that Supplemental shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 1;

c) in the event that upon termination of the Dixons Trinity Supplemental for whatever reason the Secretary of State enforces the Legal Charge in respect of Land 1, the Company's obligation to pay a proportion of the Debt in respect of Land 1 shall be deemed to have been satisfied in full following the realisation of the proportion of the Debt by any receiver, the obligation on the Company to pay a proportion of the proceeds of sale of Land 1 to the Secretary of State under clause 6.5(b) of that Supplemental shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 1;

d) in the event that upon termination of the Dixons Trinity Supplemental for whatever reason, the Secretary of State exercises his rights under clause 6.5 of that Supplemental, the Company's obligations to pay a proportion of the Debt in respect of Land 1 shall be deemed to have been satisfied in full and the Secretary of State

shall take all steps reasonably required to carry out the Discharge Process in respect of Land 1; and

e) in the event that upon termination of the Dixons Trinity Supplemental for whatever reason, the Secretary of State agrees that pursuant to clause 6.6 of that Supplemental the Company may invest the proceeds of the sale of Land 1 for its charitable objects or directs the Company to pay all or part of the proceeds of sale of Land 1 to the LA, the Company's obligations to pay a proportion of the Debt in respect of Land 1 shall be deemed to have been satisfied in full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 1.

11.3 On the termination of the Dixons Music Supplemental, the Secretary of State may give notice of his intention to exercise the rights conferred upon the Secretary of State pursuant to clause 6.5 and 6.6 of that Supplemental, 7.1 of this Agreement and the Legal Charge, subject to clause 11.4 below:

a) any such notice shall be in writing and shall confirm which clause of this Agreement or the Dixons Music Supplemental the Secretary of State intends to exercise without prejudice to the Secretary of State's right to exercise all and any other rights available to him;

b) in the event that upon termination of the Dixons Music Supplemental for whatever reason, the Secretary of State exercises his option granted and the legal interest in Land 2 is transferred to the Secretary of State or his nominee for nil consideration by the Company pursuant to clause 7.1, the Company's obligation to pay a proportion of the Debt in respect of Land 2 shall be deemed to have been satisfied in full, the obligation on the Company to pay a proportion of the proceeds of sale of Land 2 to the Secretary of State under clause 6.5(b) of that Supplemental shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 2;

c) in the event that upon termination of the Dixons Music Supplemental for whatever reason the Secretary of State enforces the Legal Charge in respect of Land 2, the Company's obligation to pay a proportion of the Debt in respect of Land 2 shall be deemed to have been satisfied in full following the realisation of the proportion of the Debt by any receiver, the obligation on the Company to pay a proportion of the proceeds of sale of the Land to the Secretary of State under clause 6.5(b) of the that



Supplemental shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 2;

d) in the event that upon termination of the Dixons Music Supplemental for whatever reason, the Secretary of State exercises his rights under clause 6.5 of that Supplemental, the Company's obligations to pay a proportion of the Debt in respect of Land 2 shall be deemed to have been satisfied in full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 2; and

e) in the event that upon termination of the Dixons Music Supplemental for whatever reason, the Secretary of State agrees that pursuant to clause 6.6 of that Supplemental the Company may invest the proceeds of the sale of Land 2 for its charitable objects or directs the Company to pay all or part of the proceeds of sale of Land 2 to the LA, the Company's obligations to pay a proportion of the Debt in respect of Land 2 shall be deemed to have been satisfied in full and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process in respect of Land 2.

11.4 In the event that the Dixons Music Supplemental alone is terminated, the Secretary of State agrees that, prior to exercising his rights as per clause 11.3, he will consider any representation from the Company in respect of the Company retaining Land 2 in order to enable the expansion of the provision at the Dixons Trinity Academy.

### **Exercise of Rights during Lifetime of this Agreement**

12.1 On the Company applying to the Secretary of State for consent to the disposal of all or part of the Land during the lifetime of this Agreement, the Secretary of State shall, should he agree that all or part of the Land is no longer required or cannot be used for the purposes of the Academy, subject to clause 84 of the Master Agreement,

a) consent to the disposal subject to any one or a combination of the following conditions:

i. that (notwithstanding the provisions of clause 86 of the Master Agreement)

the Company pays the Debt in full or, in the event of a proposed disposal of part, repays to the Secretary of State the Market Value;

- ii. that pursuant to clause 86 of the Master Agreement, the Company may retain some or all proceeds of the disposal for its charitable purposes, subject to the Company accounting to the Secretary of State for any remaining proceeds of sale that the Secretary of State does not agree that the Company may retain for such charitable purposes; or
- iii. that pursuant to clause 87 of the Master Agreement, the Company pays all or some of the proceeds of sale to the LA and / or may reinvest all or some of the proceeds of sale for its charitable purposes,

and any such notice of consent and conditions shall be in writing; or

- b) exercise the option granted to him pursuant to clause 7.1 to transfer the relevant part of the Land to him or his nominee for nil consideration.

12.2 In the event that the Secretary of State consents to the disposal of the Land during the lifetime of this Agreement, subject to any of the conditions set out in clause 12.1(a):

- a) if the Secretary of State enforces the Legal Charge, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full following the realisation of the Debt by any receiver, the obligations on the Company to pay a proportion of the proceeds of sale of the Land to the Secretary of State under clause 86 of the Master Agreement shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process;
- b) if the Secretary of State agrees that the Company may retain some or all proceeds of the disposal for its charitable purposes, subject to the Company accounting to the Secretary of State for any remaining proceeds of sale that the Secretary of State does not agree that the Company may retain for such charitable purposes, the Company's obligations to pay the Debt shall be deemed to have been satisfied in full, the obligations on the Company to pay a proportion of the proceeds of sale of the Land to the Secretary of State under clause 86 of the Master Agreement shall be deemed to have been complied with and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process, provided that in the

event of a disposal of part of the Land, the Company's obligation to pay the Debt shall be deemed to have been satisfied to the extent of the Market Value, the Company's obligation under clause 86 of the Master Agreement shall be deemed to have been satisfied in relation to the relevant part of the Land, the Legal Charge shall be released and the restriction and the notice shall be removed in relation to such part and the Legal Charge, the restriction and the notice shall remain in place in relation to the balance of the Land;

c) if the Secretary of State directs the Company to pay all or part of the proceeds of sale of the Land to the LA pursuant to clause 87 of the Master Agreement or agrees that the Company may reinvest the proceeds of the sale for its charitable purposes, the Secretary of State shall take all steps reasonably required to carry out the Discharge Process, provided that in the event of a disposal of part of the Land the restriction and notice shall remain in place in relation to the balance of the Land.

12.3 In the event that the Secretary of State exercises his option during the lifetime of this Agreement under clause 12.1(b) and the legal interest in the Land is transferred to the Secretary of State or his nominee for nil consideration by the Company pursuant to clause 7.1, the Company's obligation to pay the Debt shall be deemed to have been satisfied in full, the obligations on the Company to pay a proportion of the proceeds of sale of the Land to the Secretary of State under clause 86 of the Master Agreement shall be deemed to have been complied with, and the Secretary of State shall take all steps reasonably required to carry out the Discharge Process, provided that in the event of the exercise of the option in relation to part of the Land, the Company's obligation to pay the Debt shall be deemed to have been satisfied to the extent of the Market Value of that part of the Land, the Company's obligation under clause 86 of the Master Agreement shall be deemed to have been satisfied in relation to the relevant part of the Land and the Legal Charge shall be released and the restriction and notice shall be removed in relation to such part and the Legal Charge, the restriction and the notice shall remain in place in relation to the balance of the Land.

### **13. Payment of Debt**

- 13.1 In the event that the Company pays all the Debt, upon termination of this Agreement or at any other time, the Secretary of State shall take all steps reasonably required to carry out the Discharge Process.

**14. Provision of Information in respect of the Land**

- 14.1 The Company shall, within 14 days of receiving any order, notice, proposal, demand or any other requirement affecting the ability of the Company to use the Land for the purposes of the Academies from any competent authority, give full particulars by written notice to the Secretary of State and deliver to the Secretary of State copies of such documents as he may require. Such notice shall state what steps, if any actions are required, the Company intends to take in response to the order, notice, proposal, demand or other requirement affecting the Land.

- 14.2 The Company will at its own cost provide all information reasonably required by the Secretary of State in respect of order, notice, proposal, demand or any other requirement affecting the Land as referred to in clause 14.1.

- 14.3 Following the receipt by the Secretary of State of the written notice under clause 14.1, the Company shall permit the Secretary of State to take all steps in conjunction with or instead of the Company as may be necessary to comply with any order, notice, proposal, demand or other requirement affecting the Land referred to in the said notice. The Company shall, in such circumstances, use all reasonable endeavours to assist the Secretary of State to take the appropriate required steps.

**15. Variation of this Agreement**

- 15.1 Should the Company:

- (a) dispose of any or all parts of the Land, in accordance with clause 12.1;

- (b) transfer any part of the Land in accordance with clause 7.1;
- (c) make payment to the Secretary of State to pay the Debt in full; or
- (d) either the Dixons Trinity Supplemental or the Dixons Music Supplemental be terminated such that either Land 1 or Land 2 be disposed of in accordance with the terms of this Agreement;

the Company agrees that it shall enter into negotiations in good faith with the Secretary of State in respect of a deed of variation to this Agreement.

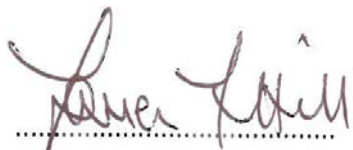
## 16. General

16.1 This Agreement shall not be assignable by the Company.

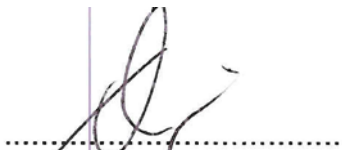
16.2 The Secretary of State and the Company agree that, notwithstanding the termination of this Agreement and / or the Supplemental Agreements, any obligation upon the Company and/or the Secretary of State expressed as arising upon the termination of this Agreement and / or the Supplemental Agreements shall continue to subsist.

This Agreement was executed as a Deed on 31 AUGUST 2012

Executed on behalf of by: DIXONS CITY ACADEMY CHARITABLE TRUST LTD



**Director**



**Director/Secretary**

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

Hoosier

**Duly Authorised**



## **Annex 1**

### **REQUIREMENTS FOR THE ADMISSION OF PUPILS TO THE DIXONS MUSIC PRIMARY**

#### **GENERAL**

1. This Annex may be amended in writing at any time by agreement between the Secretary of State and the Company.
2. Except as provided in paragraphs 2A to 3 below The Company will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Education (“the Codes”) as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to “admission authorities” shall be deemed to be references to the Directors of the Company.
  - 2A The Company is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children<sup>1</sup>) to other children attracting the pupil premium, including the service premium (‘the pupil premium admission criterion’). Where a Company exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.
  - 2B For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:
    - (a) any personal details about their financial status; or
    - (b) whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.
3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will not participate in the co-ordinated admission arrangements operated by the LA for the first year of opening but will participate in such arrangements operated by the LA in subsequent years and the local Fair Access Protocol.
4. Notwithstanding any provision in this Annex, the Secretary of State may:
  - (a) direct the Company to admit a named pupil to the Dixons Music Primary Academy on application from a LA. This will include complying with a

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<sup>1</sup> As defined in the School Admissions Code. Previously looked after children are to be given the same highest priority as looked after children from September 2013 under the Code.

School Attendance Order<sup>2</sup>. Before doing so the Secretary of State will consult the Company.

- (b) direct the Company to admit a named pupil to the Dixons Music Primary Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.
- (c) direct the Company to amend its admission arrangements where they fail to comply with the School Admissions Code or the Admission Appeals Code.

5. The Company shall ensure that parents and ‘relevant children<sup>3</sup>’ will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

### **Relevant Area**

6. Subject to paragraph 7, the meaning of “Relevant Area” for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Academy does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy and the LA in which the Academy is situated in reaching a decision.

### **Requirement to admit pupils**

8. Pupils on roll in any predecessor maintained or independent school will transfer

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<sup>2</sup> Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

<sup>3</sup> relevant children’ means:

- a) in the case of appeals for entry to a sixth form, the child, and;
- b) in any other case, 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.



automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Academy will:
  - a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;
  - b. adopt admission oversubscription criteria that give highest priority to looked after children and previously looked after children<sup>4</sup>, in accordance with the relevant provisions of the School Admissions Code.

**Oversubscription criteria, admission number, consultation, determination and objections.**

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group<sup>5</sup>. The Academy will consult on its admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Company must make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the Schools Adjudicator.

12. A determination of an objection by the Schools Adjudicator will be binding upon the Academy.

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<sup>4</sup> See footnote 1.

<sup>5</sup> 'Relevant age group' means 'normal point of admission to the school: for example, year R, Year7 and Year 12.