



Department  
for Education

# **Church supplemental agreement: multi model**

**June 2014**

## INTRODUCTION

- 1) This Agreement is being entered into in acknowledgement of the consent hereby given by the Chester Diocesan Board of Education Order 2016 and the Trustees to the conversion of Sir Thomas Boteler Church of England High School to an academy and the completion of a Supplemental Funding Agreement (the "Supplemental Funding Agreement") which, with its Master Funding Agreement (the "Master Funding Agreement") dated 28/4/2017 (together (the "Funding Agreement") are made under section 1 of the Academies Act 2010 each between the Secretary of State for Education ("the Secretary of State") and The Challenge Academy Trust a company limited by guarantee registered at Companies House with company number 10689247 ("the Company").
- 2) This Agreement is made between the Secretary of State and The Boteler Educational Trust a charitable trust registered with the Charity Commission with number 1040923 of Sir Thomas Boteler Church of England High School, Grammar School Road, Warrington, WA4 1JL ("the Trustees").
- 3) The Board of Education of the Diocese of Chester established pursuant to the Diocesan Boards of Education Measure 1991 and a company limited by guarantee registered at Companies House with company number 00085176 of Church House 5500, Daresbuy Park, Daresbury, Warrington, WA4 4GE and a charity registered with the Charity Commission under number 525790 (the "appropriate diocesan authority" for the Academy for the purposes of the Education Acts (which shall include the Academies Act 2010)) is also a party to this Agreement in recognition of its role in relation to the Academy ("the Diocesan Authority").
- 4) The Company is also a party to this Agreement and acknowledges the commitments made by both the Secretary of State and the Trustees and Board as well as itself making certain commitments.
- 5) In this Agreement the following words and expressions shall have the following meanings:-

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

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

#### **LEGAL AGREEMENT FOR USE OF LAND**

8) 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 **Sir Thomas Boteler Church of England High School** (“the Academy”) and having such characteristics as are referred to in clause 12 of the Master Funding Agreement and in the Articles of Association; and

b) the Secretary of State:

- i. agreeing to make payments to the Company in accordance with the conditions and requirements set out in the Funding Agreement, and
- ii. undertaking to the Board and Trustees as set out in this 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.

9) This Agreement shall commence on the date hereof and shall subject to clause 10 (and except in respect of clause 16) continue in force until the earlier of:

- a) the termination of the Supplemental Funding Agreement; and
- b) the date upon which any termination of this Agreement arises pursuant to clause 24.

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

13) Provided that, whilst recognising the desire of the parties to work together in good faith and with mutual respect, nothing in this Agreement shall:

- a) interfere with the right of each party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this Agreement in the manner in which it considers to be the most effective and efficient;
- b) oblige any party to incur any additional cost or expense or suffer any undue loss in the proper performance of its obligations under this Agreement;
- c) fetter the discretion of either party to meet or fulfil its legal obligations including any statutory obligations.

#### **PROTECTION OF PUBLIC INVESTMENT IN LAND**

14) 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, 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 against loss or damage by the Insured Risks in the sum the

- 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 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 Secretary of State 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);
- 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.

15) 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.

16) 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.

17) In relation to any land owned or leased by the Company (excluding any land leased to the Company by the Trustees, the Secretary of State agrees not to give

such action and in particular serving any Termination Warning Notice to notify the Board and Trustees that he intends to take action giving his reasons for such action and to allow the Board and Trustees a reasonable opportunity to make representations regarding such action, including any actions that the Board and Trustees intend to take to remedy any failing of the Academy, which the Secretary of State will have due regard to before finally taking any action.

20A) Without prejudice to the generality of clause 20 above, to the extent the Secretary of State has concerns as to the suitability of any person appointed to the Board or a member of the Academy Trust (the Relevant Appointee), the Secretary of State will notify the Diocesan Authority of his concerns before exercising any available remedies in respect of the Relevant Appointee under the Funding Agreement.

20B) As soon as possible following the Secretary of State providing notification under clause 20A, the Secretary of State and the Diocesan Authority will meet to discuss the Secretary of State's concerns. The Diocesan Authority agrees to provide any further information on the Relevant Appointee which is reasonably requested by the Secretary of State and:

(a) the Diocesan Authority acknowledges that the Secretary of State may, in his absolute discretion, carry out any additional due diligence on the Relevant Appointee and agrees to act reasonably in co-operating with any requests for assistance by the Secretary of State; and

(b) the Secretary of State agrees to share any information of concern with the Diocesan Authority and to consult with the Diocesan Authority as to what remedial action should be taken in respect of the Relevant Appointee.

20C) To the extent the Diocesan Authority agrees that the Secretary of State's concerns regarding a Relevant Appointee have merit, the Secretary of State acknowledges that the Diocesan Authority may, in the first instance, determine what remedial action to take in respect of that Relevant Appointee before the Secretary of State exercises any available remedies under the Funding Agreement.

23E) The parties acknowledge that clauses 2.24 and 2.25 of the Funding Agreement apply to all academies. They explicitly require that pupils are taught about the theory of evolution, and prevent academy trusts from teaching 'creationism' as scientific fact.

23F) 'Creationism', for the purposes of clauses 2.24 and 2.25 of the Funding Agreement and clause 23E above, is any doctrine or theory which holds that natural biological processes cannot account for the history, diversity, and complexity of life on earth and therefore rejects the scientific theory of evolution. The parties acknowledge that Creationism, in this sense, is rejected by most mainstream Churches and religious traditions, including the major providers of state funded schools such as the Church of England, as well as the scientific community. It does not accord with the scientific consensus or the very large body of established scientific evidence; nor does it accurately and consistently employ the scientific method, and as such it should not be presented to pupils at the Academy as a scientific theory.

23G) The parties recognise that the teaching of creationism is not part of prevailing practice in the English education system, but acknowledge that it is however important that all schools are clear about what is expected in terms of the curriculum which they need to provide. The parties further recognise that the requirement on every academy and free school to provide a broad and balanced curriculum, in any case prevents the teaching of creationism as evidence based theory in any academy or free school.

23H) The Secretary of State acknowledges that clauses 2.24 and 2.25 of the Funding Agreement, and clauses 23E and 23G above do not prevent discussion of beliefs about the origins of the Earth and living things, such as creationism, in Religious Education, as long as it is not presented as a valid alternative to established scientific theory.

## **TERMINATION**

24) The Board and Trustees may give not less than two years written notice to the Company and the Secretary of State to terminate this Agreement.

SCHEDULE 1

Title Plan to Title Number CH556466



This Agreement was executed as a Deed on 25 May 2017  
CAB

Executed on behalf of the Company by:

.....  
**Director**

In the presence of:

Witness.....

Address.....

Occupation.....



Executed on behalf of Chester Diocesan Board of Education by:

+ *Lobby Stockport*  
.....  
**Director**

*SM*  
.....  
**Director/Secretary**

Executed on behalf of the Boteler Educational Trust by:

*Richard E. Finlay*  
.....  
**Director**

*Pete Walker*  
.....  
**Director/Secretary**

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



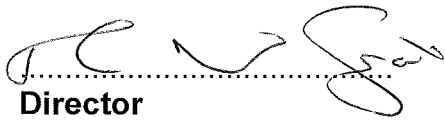
*Nicole Gophy*  
.....  
**Duly Authorised**



This Agreement was executed as a Deed on

2017

Executed on behalf of the Company by:

  
.....  
**Director**

In the presence of: *Damian Meuire*

Witness: *DAMIAN MEUIRE*  
.....

Address: *89 MOSS LANE, BRAMHALL, STOCKPORT SK7 1EG*  
.....

Occupation: *CHARTERED ACCOUNTANT*  
.....

Executed on behalf of Chester Diocesan Board of Education by:

.....  
**Director**

.....  
**Director/Secretary**

Executed on behalf of the Boteler Educational Trust by:

.....  
**Director**

.....  
**Director/Secretary**

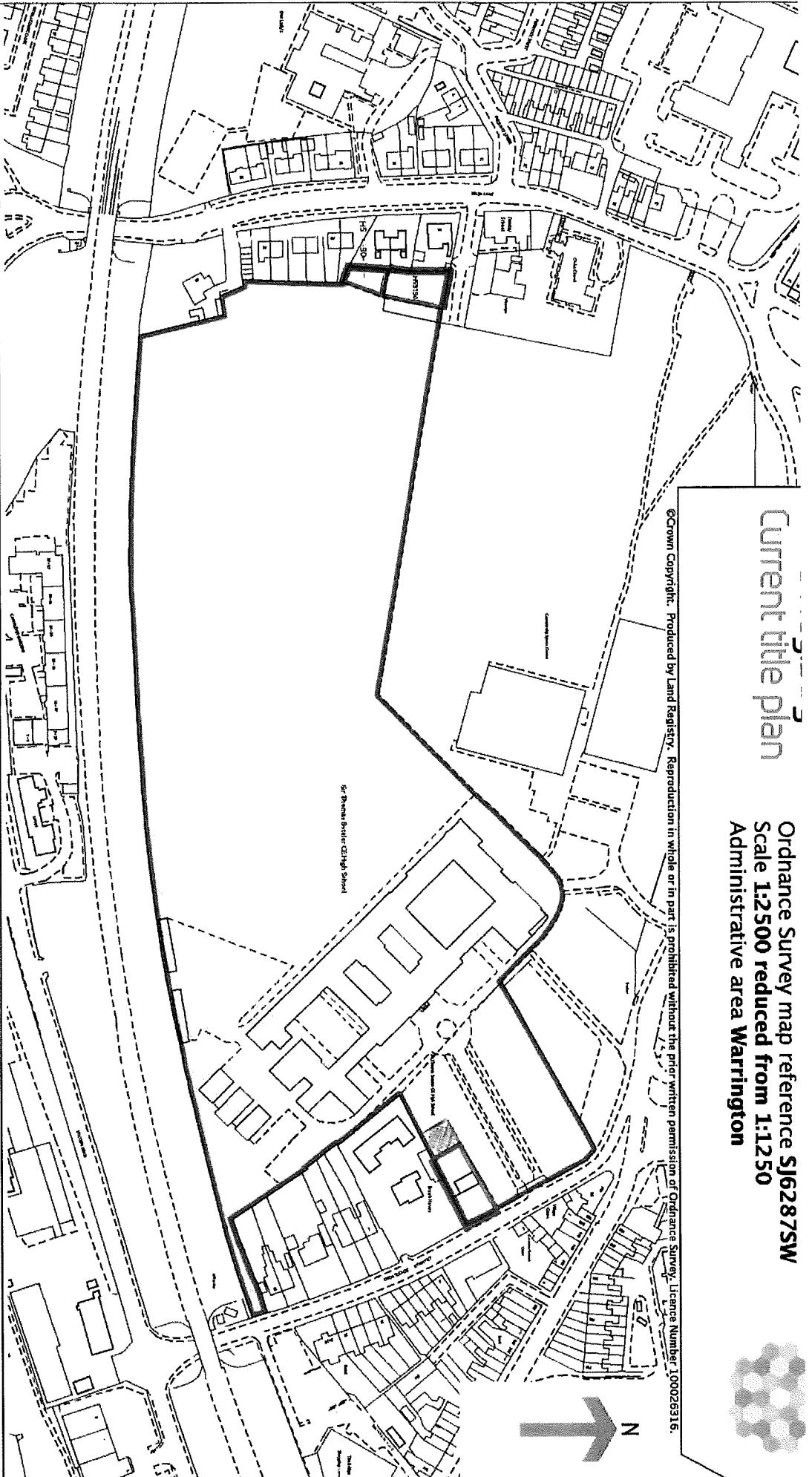
The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

.....  
**Duly Authorised**

# Current title plan

Ordnance Survey map reference **SJ62875W**  
Scale **1:2500 reduced from 1:1250**  
Administrative area **Warrington**

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This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 13 December 2016 at 12:50:06. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

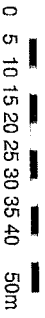
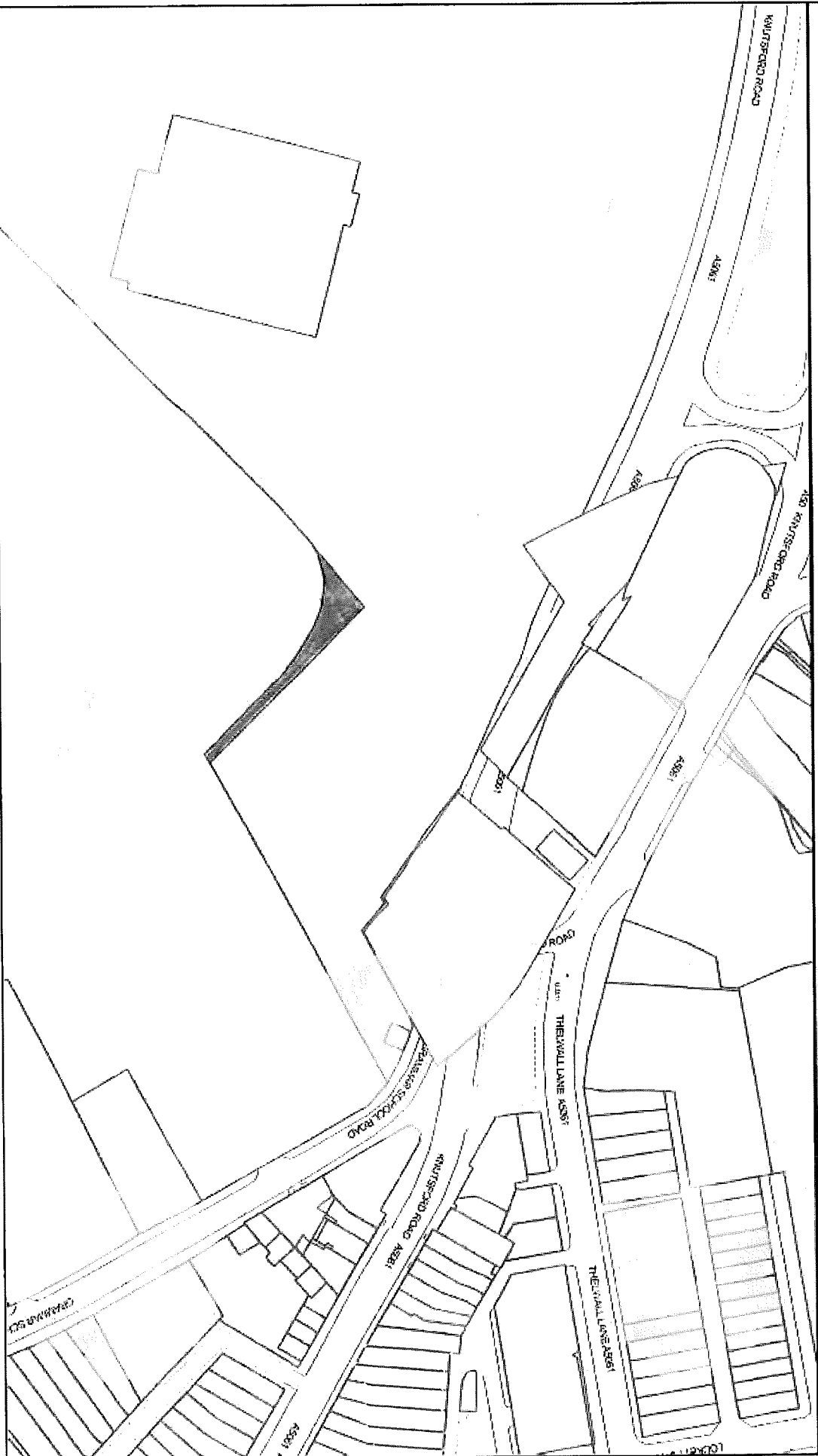
This title is dealt with by Land Registry, Birkenhead Office.

BETA



# MapSearch Snapshot

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Map scale 1:1250

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Data last updated 10:00pm underline, undefined