Education Act 1996

1996 CHAPTER 56

Education Act 1996 (1996 c 56)

UK Parliament Acts > E > EA-EG > Education Act 1996 (1996 c 56) > Part X Miscellaneous and General (ss 542-583)

Nuisance or disturbance on school premises

547 Nuisance or disturbance on school premises

(1) Any person who without lawful authority is present on premises to which this section applies and causes or permits nuisance or disturbance to the annoyance of persons who lawfully use those premises (whether or not any such persons are present at the time) is guilty of an offence and liable on summary conviction to a fine not exceeding level 2 on the standard scale.

(2) This section applies to premises, including playgrounds, playing fields and other premises for outdoor recreation, of—

(a) any school maintained by a [local authority], . . .

[(aa) any special school not so maintained, *and*

(ab) any independent school,] [and

(ac) any alternative provision Academy that is not an independent school,]

(b) . . .

[(2A) This section also applies to any premises which are—

(a) provided by a [local authority] under [section 507A or 507B (if the authority are in England) or section 508 (if the authority are in Wales)], and

(b) used wholly or mainly in connection with the provision of instruction or leadership in sporting, recreational or outdoor activities.]

(3) If—

(a) a police constable, or

(b) (subject to subsection (5)) a person whom [the appropriate authority has] authorised to exercise the power conferred by this subsection,

has reasonable cause to suspect that any person is committing or has committed an offence under this section, he may remove him from the premises in question.

[(4) In subsection (3) “the appropriate authority” means—

(a) in relation to premises of a foundation, voluntary aided or foundation special school, a [local authority] or the governing body,

(b) in relation to—

(i) premises of any other school maintained by a [local authority], and

(ii) premises provided by a [local authority] as mentioned in subsection (2A),

a [local authority], and

(c) in relation to premises of a special school which is not so maintained or of an independent school [or an alternative provision Academy that is not an independent school], the proprietor of the school.]

(5) A [local authority] may not authorise a person to exercise the power conferred by subsection (3) in relation to premises of [a foundation, voluntary or foundation special school] without first obtaining the consent of the governing body.

[(6) No proceedings for an offence under this section shall be brought by any person other than—

(a) a police constable, or

(b) an authorised person.

(7) In subsection (6) “authorised person” means—

(a) in relation to an offence committed on premises of a foundation, voluntary aided or foundation special school, a [local authority] or a person whom the governing body have authorised to bring such proceedings,

(b) in relation to an offence committed—

(i) on premises of any other school maintained by a [local authority], or

(ii) on premises provided by a [local authority] as mentioned in subsection (2A),

a [local authority], and

(c) in relation to an offence committed on premises of a special school which is not so maintained or of an independent school[, or an alternative provision Academy that is not an independent school], a person whom the proprietor of the school has authorised to bring such proceedings.]

(8) A [local authority] may not bring proceedings for an offence under this section committed on premises of [a foundation, voluntary or foundation special school] without first obtaining the consent of the governing body.

End of Document

School Standards and Framework Act 1998

1998 CHAPTER 31

School Standards and Framework Act 1998 (1998 c 31)

UK Parliament Acts > S > SA-SG > School Standards and Framework Act 1998 (1998 c 31) > Part II New Framework for Maintained Schools (ss 20-83)

77 Control of disposals or changes in use of school playing fields

(1) [Subject to subsections (2A) and (2B), except] with the consent of the Secretary of State, a body [or trustees] to whom this subsection applies shall not dispose of any playing fields—

(a) which are, immediately before the date of the disposal, used by a maintained school for the purposes of the school, or

(b) which are not then so used but have been so used at any time within the period of 10 years ending with that date.

[(2) Subsection (1) applies to—

(a) a local authority;

(b) the governing body of a maintained school;

(c) a foundation body;

(d) the trustees of a foundation, voluntary or foundation special school.]

[(2A) Subsection (1) applies in the case of a disposal by the trustees of a foundation, voluntary or foundation special school, only if the disposal is of land falling within paragraph A13(1), (2) or (3) of Schedule 22.

(2B) Subsection (1) does not apply—

(a) to a disposal in pursuance of a transfer order under paragraph A23 of that Schedule, . . .

(b) to a disposal to which paragraph 5 or 6 of Schedule 22 (disposals on discontinuance) applies[, or

(c) to a disposal in pursuance of—

(i) a transfer scheme under paragraph 1 or 2 of Schedule 1 to the Academies Act 2010 (transfer to person concerned with running of Academy), or

(ii) a direction under paragraph 10 of Schedule 1 to that Act (direction to transfer to local authority or person concerned with running [of Academy school], where Academy order made)].]

(3) [Subject to [subsection] (4A), except] with the consent of the Secretary of State, [a body or trustees to whom subsection (1) applies] shall not take any action (other than the making of a disposal [which falls within subsection (1) or is excluded from that subsection by subsection [(2B)(a), (b) or (c)]]) which is intended or likely to result in a change of use of any playing fields—

(a) which are, immediately before the date when the action is taken, used by a maintained school for the purposes of the school, or

(b) which are not then so used but have been so used at any time within the period of 10 years ending with that date,

whereby the playing fields will be used for purposes which do not consist of or include their use as playing fields by such a school for the purposes of the school[, or by an [Academy school] for the purposes of the [Academy school]].

(4) . . .

[(4A) Subsection (3) applies in relation to the trustees of a foundation, voluntary or foundation special school only if the playing fields in question are land falling within paragraph A13(1), (2) or (3) of Schedule 22.]

[(4B) On receiving an application for consent under subsection (1) or (3), the Secretary of State may direct that the playing fields, or any part of them, be transferred to a person concerned with the running of an [Academy school], subject to the payment by that person or the Secretary of State of such sum by way of consideration (if any) as the Secretary of State determines to be appropriate.]

(5) For the purposes of this section the Secretary of State's consent may be given in relation to a particular disposal or change of use or generally in relation to disposals or changes of use of a particular description, and in either case may be given subject to conditions.

(6) This section has effect despite anything in section 123 or 127 of the Local Government Act 1972 (general power to dispose of land) or in any other enactment; and any consent which a local authority are required to obtain by virtue of this section shall be in addition to any consent required by virtue of either of those sections.

(7) In this section—

["local authority" includes—

(a) a non-metropolitan district council for an area for which there is a county council, and

(b) a parish council;]

["maintained school" includes a maintained nursery school;]

"playing fields" means land in the open air which is provided for the purposes of physical education or recreation, other than any prescribed description of such land.

(8) For the purposes of this section any reference to a maintained school includes, in relation to any time falling before the appointed day, a reference to the school as—

(a) a county, voluntary or maintained special school, or

(b) a grant-maintained or grant-maintained special school, within the meaning of the Education Act 1996.

(9) Nothing in this section applies in relation to Wales.

End of Document

Education (Independent School Standards) (England) Regulations 2010

20101997

SI 2010/1997 Education (Independent School Standards) (England) Regulations 2010 (SI 2010/1997)

Part 5
Premises of and Accommodation at Schools

[23

The standards about the premises of and accommodation at the school are those contained in this Part.

23A

(1) Subject to sub-paragraph (2), the standard in this paragraph is met if the proprietor ensures that—

(a) suitable toilet and washing facilities are provided for the sole use of pupils;

(b) separate toilet facilities for boys and girls aged 8 years or over are provided except where the toilet facility is provided in a room that can be secured from the inside and that is intended for use by one pupil at a time; and

(c) suitable changing accommodation and showers are provided for pupils aged 11 years or over at the start of the school year who receive physical education.

(2) Where separate facilities are provided under sub-paragraph (1)(a) for pupils who are disabled, they may also be used by other pupils, staff, supply staff, volunteers and visitors, whether or not they are disabled.

23B

(1) The standard in this paragraph is met if the proprietor ensures that suitable accommodation is provided in order to cater for the medical and therapy needs of pupils, including—

(a) accommodation for the medical examination and treatment of pupils;

(b) accommodation for the short term care of sick and injured pupils, which includes a washing facility and is near to a toilet facility; and

(c) where a school caters for pupils with complex needs, additional medical accommodation which caters for those needs.

(2) The accommodation provided under sub-paragraphs (1)(a) and (b) may be used for other purposes (apart from teaching) provided it is always readily available to be used for the purposes set out in sub-paragraphs (1)(a) and (b).

(3) For the purposes of sub-paragraph (1)(c), a pupil has “complex needs” if the pupil has profound and multiple learning difficulties in addition to other significant difficulties, such as a physical disability or sensory impairment, which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools or by children with special requirements.

23C

The standard in this paragraph is met if the proprietor ensures that the school premises and the accommodation and facilities provided therein are maintained to a standard such that, so far as is reasonably practicable, the health, safety and welfare of pupils are ensured.

23D

The standard in this paragraph is met if the proprietor ensures that the acoustic conditions and sound insulation of each room or other space are suitable, having regard to the nature of the activities which normally take place therein.

23E

The standard in this paragraph is met if the proprietor ensures that—

(a) the lighting in each room or other internal space is suitable, having regard to the nature of the activities which normally take place therein; and

(b) external lighting is provided in order to ensure that people can safely enter and leave the school premises.

23F

(1) The standard in this paragraph is met if the proprietor ensures that—

(a) suitable drinking water facilities are provided;

(b) toilets and urinals have an adequate supply of cold water and washing facilities have an adequate supply of hot and cold water;

(c) cold water supplies that are suitable for drinking are clearly marked as such; and

(d) the temperature of hot water at the point of use does not pose a scalding risk to users.

(2) The facilities provided under sub-paragraph (1)(a) will be suitable only if—

(a) they are readily accessible at all times when the premises are in use; and

(b) they are in a separate area from the toilet facilities.

23G

(1) The standard in this paragraph is met if the proprietor ensures that suitable outdoor space is provided in order to enable—

(a) physical education to be provided to pupils in accordance with the school curriculum; and

(b) pupils to play outside.

(2) Sub-paragraph (1) does not apply in relation to an alternative provision Academy.

23H

The standard in this paragraph is met if the proprietor ensures that, where the school provides accommodation, regard is had to Standard 5 of the National Minimum Standards for Boarding Schools or, where applicable, Standard 5 of the National Minimum Standards for Residential Special Schools.

23I

For the purposes of this Part—

(a) “physical education” includes the playing of games;

(b) any requirement that anything provided under this Part must be “suitable” means that it must be suitable for the pupils in respect of whom it is provided, having regard to their ages, numbers and sex and any special requirements they may have; and

(c) a pupil has “special requirements” if the pupil has any needs arising from physical, medical, sensory, learning, emotional or behavioural difficulties which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools.]

NOTES

Amendment

Paras 23, 23A–23I: substituted, for para 23 as originally enacted, by SI 2012/2962, reg 2(1), (8).

Date in force: 1 January 2013: see SI 2012/2962, reg 1.

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

1 Citation, commencement and application

(1) These Regulations may be cited as the School Premises (England) Regulations 2012 and come into force on 31st October 2012.

(2) These Regulations apply to all schools maintained by local authorities in England.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see para (1) above.

End of Document

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

2 Interpretation

(1) In these Regulations “physical education” includes the playing of games.

(2) Any requirement that anything provided under these Regulations must be “suitable” means that it must be suitable for the pupils in respect of whom it is provided, having regard to their ages, numbers and sex and any special requirements they may have.

(3) For the purposes of these Regulations a pupil has “special requirements” if the pupil has any needs arising from physical, medical, sensory, learning, emotional or behavioural difficulties which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

3 Amendment

In the Education (School Premises) Regulations 1999 after regulation 1, insert—

“1A Application

These Regulations apply in relation to all schools maintained by local authorities in Wales.”.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

4 Toilet and washing facilities

(1) Subject to paragraph (3), suitable toilet and washing facilities must be provided for the sole use of pupils.

(2) Separate toilet facilities for boys and girls aged 8 years or over must be provided except where the toilet facility is provided in a room that can be secured from the inside and that is intended for use by one pupil at a time.

(3) Where separate facilities are provided under paragraph (1) for pupils who are disabled, they may also be used by other pupils, teachers and others employed at the school, and visitors, whether or not they are disabled.

(4) Suitable changing accommodation and showers must be provided for pupils aged 11 years or over at the start of the school year who receive physical education.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

5 Medical accommodation

(1) Suitable accommodation must be provided in order to cater for the medical and therapy needs of pupils, including accommodation for—

(a) the medical examination and treatment of pupils; and

(b) the short term care of sick and injured pupils, which includes a washing facility and is near to a toilet facility.

(2) The accommodation provided under paragraph (1) may be used for other purposes (apart from teaching) provided it is always readily available to be used for the purpose set out in paragraph (1).

(3) Where a school caters for pupils with complex needs, additional medical accommodation must be provided which caters for those needs.

(4) For the purposes of this regulation, a pupil has "complex needs" if the pupil has profound and multiple learning difficulties in addition to other significant difficulties, such as a physical disability or sensory impairment, which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools or by children with special requirements.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

6 Health, safety and welfare

School premises and the accommodation and facilities provided therein must be maintained to a standard such that, so far as is reasonably practicable, the health, safety and welfare of pupils are ensured.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

End of Document

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

7 Acoustics

The acoustic conditions and sound insulation of each room or other space must be suitable, having regard to the nature of the activities which normally take place therein.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

End of Document

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

8 Lighting

(1) The lighting in each room or other internal space must be suitable, having regard to the nature of the activities which normally take place therein.

(2) External lighting must be provided in order to ensure that people can safely enter and leave the school premises.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

End of Document

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

9 Water supplies

(1) Suitable drinking water facilities must be provided.

(2) The facilities provided under paragraph (1) will be suitable only if—

(a) they are readily accessible at all times when the premises are in use; and

(b) they are in a separate area from the toilet facilities.

(3) Toilets and urinals must have an adequate supply of cold water and washing facilities must have an adequate supply of hot and cold water.

(4) Cold water supplies that are suitable for drinking must be clearly marked as such.

(5) The temperature of hot water at the point of use must not pose a scalding risk to users.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

End of Document

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

10 Outdoor space

(1) Suitable outdoor space must be provided in order to enable—

(a) physical education to be provided to pupils in accordance with the school curriculum; and

(b) pupils to play outside.

(2) This regulation does not apply to pupil referral units.

NOTES

Initial Commencement

Specified date

Specified date: 31 October 2012: see reg 1(1).

End of Document

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

Jonathan Hill

Parliamentary Under Secretary of State

Department for Education

19th July 2012

School Premises (England) Regulations 2012

20121943

SI 2012/1943 School Premises (England) Regulations 2012 (SI 2012/1943)

UK Parliament SIs 2010-Present > 2012 > 1901-1950 > School Premises (England) Regulations 2012 (SI 2012/1943)

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations apply to schools maintained by local authorities in England (including pupil referral units).

They set out the standards required of all schools to which the Regulations apply (*regulations 4 to 10*).

An impact assessment has been prepared for these Regulations and is available from the Department for Education. It is also annexed to the Explanatory Memorandum which is published alongside this instrument on www.legislation.gov.uk.

End of Document

107541 / INT

[illegible] / Budd

Dated 31 August 2011

(1) THE CITY COUNCIL OF BRISTOL

- and -

(2) COTHAM SCHOOL

LEASE

Property:	Playing fields at Stoke Lodge Playing Fields, Shirehampton Road, Stoke Bishop, Bristol
Term:	125 years

Table of contents

LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:		31 August 2011
LR2.	Title number(s):	LR2.1	**Landlord's title number(s):**
			BL100993
		LR2.2	**Other title number(s):**
			None
LR3.	**Parties to this lease:**		
	Landlord:		THE CITY COUNCIL OF BRISTOL of The Council House College Green Bristol BS1 5TR
	Tenant:		COTHAM SCHOOL a company limited by guarantee whose registered office is at Cotham School, Cotham Lawn Road, Cotham, Bristol. BS6 6DT (Company Registration Number: 7732888)
LR4.	**Property:** (referred to in the remainder of this lease as the "Property")		Please see the definition of "Property" in clause 1.1
LR5.	**Prescribed statements etc:**	LR5.1	LR5.1 Please refer to clause 10
		LR5.2	None

A648

LR6.	**Term for which the Property is leased:** **(referred to in the remainder of this lease as the "Term")**	The term is as follows: 125 years from and including 1 September 2011
LR7.	**Premium:**[1]	None
LR8.	**Prohibitions or restrictions on disposing of this lease:**	This lease contains 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
	LR9.2	Tenant's covenant to (or offer to) surrender this lease: See clause 11
	LR9.3	Landlord's contractual rights to acquire this lease: None
LR10.	**Restrictive covenants given in this lease by the**	None

A649

	Landlord in respect of land other than the Property:	
LR11.	**Easements:**	
		LR11.1 Easements granted by this lease for the benefit of the Property: The easements set out in Schedule 2 to this lease
		LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The easement(s) set out in Schedule 3 to this lease
LR12.	**Estate rentcharge burdening the Property:**	This only applies to rentcharges created by this lease None
LR13.	**Application for standard form of restriction:**	None
LR14.	**Declaration of trust where there is more than one person comprising the Tenant:**	Not applicable

THIS LEASE is made the 31 August day of 2011

BETWEEN:

(1) **THE CITY COUNCIL OF BRISTOL** of The Council House College Green Bristol BS1 5TR ("the **Landlord**")

(2) **COTHAM SCHOOL** a company limited by guarantee (Company No 7732888) whose registered office is at Cotham Lawn Road, Cotham, Bristol, BS6 6DT ("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 telecommunications 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;
"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"	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) the Tenant; and

(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;

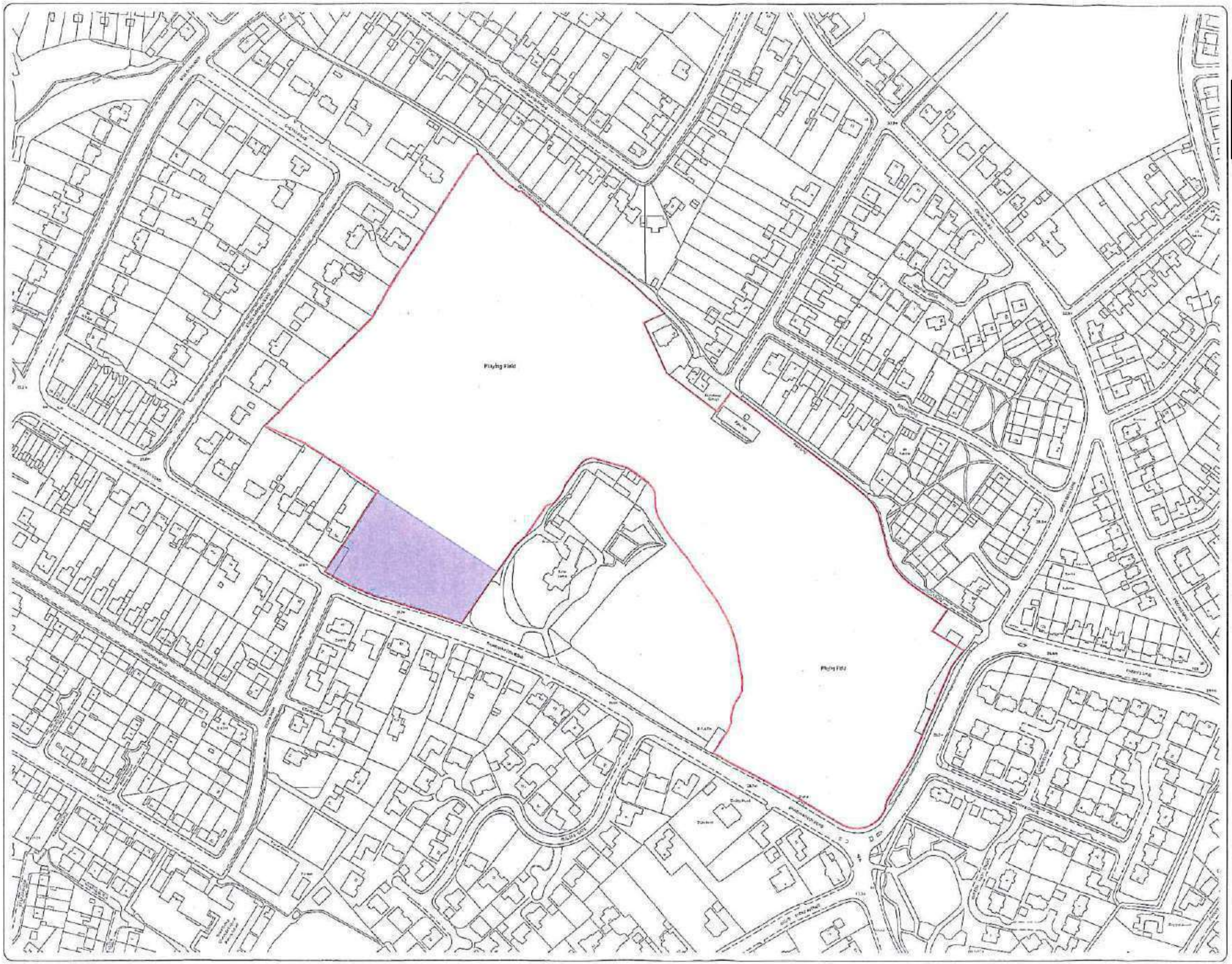
"Insured Risks"

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 Subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters 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 or upon terms or at a premium which the Tenant considers reasonable then during such period such risk or risks are deemed to be excluded from the definition of "**Insured Risks**";

"Interest"

interest at the rate of 4 per cent per annum above National Westminster 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 BL100993
"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 1"	the plan annexed to this Lease and marked plan 1;
"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;



Stoke Lodge Playing Fields,
Shirehampton Road,
Stoke Bishop.

[redacted]

X X

SITE PLAN : To ensure boundary accuracy, please refer to deeds.

N

CORPORATE PROPERTY

Plan No	:	N3501g
Prop ID Ref	:	237
Polygon Ref	:	38970
Scale	:	1:2,500 @ A3
Date	:	03 August 2011

BRISTOL CITY COUNCIL

CORPORATE SERVICES
Floor 7, B Bond, Smeaton Road, Bristol, BS1 6EE
Tel : (0117) 903 7620
www.bristol.gov.uk
Will Godfrey, Strategic Director – Corporate Services

A654

"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:- (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);
"Rent"	a peppercorn;
"Retained Land"	the adjoining land of the Landlord described in Part 2 Schedule 1;
"Secretary of State"	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 Academy at the relevant time;
"Term"	125 years from and including the Term Commencement Date;
"Term Commencement Date"	1 September 2011
"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:-

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 the table of contents and headings to Clauses paragraphs and Schedules do not affect the construction of this Lease;

1.2.17 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;

1.2.18 a right excepted or reserved to the Landlord is also reserved to any other person entitled to it and/or authorised by the Landlord;

1.2.19 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;

1.2.20 nothing entitles the Tenant to enforce any obligation given by anyone to the Landlord;

1.2.21 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;

1.2.22 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;

1.2.23 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;

1.2.24 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;

1.2.25 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;

1.2.26 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;

1.2.27 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) together with the easements and rights specified in Schedule 2 except and reserved unto the Landlord and all other persons authorised by the Landlord from time to time during the Term the easements and rights specified in Schedule 3 and subject also to all existing rights and use of the Property including use by the community 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:-

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.

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;

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 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

(i) 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 Risks and the Tenant is diligently pursuing its insurance claim and reinstating such damage; and

(ii) the boundary walls and the trees situate on the Property are excluded from this clause;

(iii) the Tenant will not be required to repair and or maintain the Property to any other level other than is required for their own use

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 all works shall be completed within a reasonable period following the last payment under the 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 PROVIDED THAT with the prior consent of the Landlord (not to be unreasonably withheld) the Tenant may replace or alter the structure of existing buildings on the Property where such works are in pursuance of or ancillary to the delivery of the Tenants physical education curriculum

3.5.3 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.

3.5.4 Not to carry out any erection alteration addition or variation which hinders access to a Conduit.

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 Tenant 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).

(c) 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;

(d) Not to use the Property for any illegal or immoral purpose;

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.

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 3.9.3 where no relationship of landlord and tenant arises as a result of such occupation;

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

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

3.12.4 The Tenant is permitted to assign or transfer the whole of the Property to a successor charitable or public body where the Secretary of State has given approval in writing to such an assignment or transfer;

3.12.5 Not to underlet the whole of the Property and not without the Landlord's consent (not to be unreasonably withheld) to underlet any part or parts of the Property for a term in excess of 5 years but excepting that the Tenant may without the consent of the Landlord allow other parties to use the Property for temporary sessional lettings and for the avoidance of doubt the Tenant may enter into a maintenance scheme which allows a third party to act as an agent on the Tenant's behalf in relation to such lettings

3.12.6 Not to charge the whole or any part or parts of the Property.

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 Excepting matters relating to the boundary features, fences or any trees on the Property 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;

3.14.2 To notify the Landlord in writing immediately upon any of the events or matters referred to in sub-clause 3.14.1 occurring or arising.

3.15 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:-

3.15.1 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 six months after the Termination Date;

3.15.2 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);

3.15.3 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.

3.16 VAT

3.16.1 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;

3.16.2 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.

3.17 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 on 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.

3.18 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.

4.2 Boundary features

That the Landlord will indemnify and keep indemnified the Tenant against all expenses loss actions proceedings claims demands costs and liability whatsoever in relation to the boundary features, fences, walls or trees on the Property (for the avoidance of doubt this includes all trees on the Property not only those incorporated into the boundary features) or the state or condition of repair of the same.

5. Insurance

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;

5.1.2 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 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 5 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 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;

5.1.4 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 PROVIDING THAT the Landlord will insure in relation to property owners and third party risks relating to the boundary features, fences, walls and all trees situate on the Property.

6. Provisos

6.1 Re-Entry

Where there occurs a breach by the Tenant of Clause 3.9 and/or 5.1.2 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.

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 17 August 2011 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 26 August 2011 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

6.7.1 This Lease shall automatically determine on the termination of the Funding Agreement in circumstances where there is no other Funding Agreement in existence.

6.7.2 The Academy shall give written notice to the Authority 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 Academy, and the notice served on the Authority shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.3 The Academy shall give written notice to the Authority at the same time as the Academy serves any notice terminating the Funding Agreement and such notice shall specify the date (or likely date) of termination of the Funding Agreement.

6.7.4 On the termination of this Lease under Clause 6.7.1 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. Break Clause

In the event that the Tenant finds suitable alternative playing fields (the Tenant to have absolute discretion to decide the suitability of the alterative arrangements) then subject to the Tenant giving the Landlord no less than three (3) months' written notice the Tenant may determine this lease at any time during the Term hereby created (including any period of holding over) but without prejudice to the respective rights of either party in respect of any antecedent claim of breach of covenant

8. Landlord's Powers

8.1 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.

8.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

9. New Tenancy

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

10. 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.

11. Landlords Option to Determine

The Landlord shall be able to determine this Lease in part as follows:

11.1 if at any time during the Term the part of the Property shown coloured purple on the Plan 1 to the Lease ("the Surrender Land") is required by the Landlord for the provision of public facilities and provided always that the Property then left to the Tenant is sufficient to provide outdoor educational facilities as deemed appropriate in accordance with the number of children in accordance with any relevant legislation and national guidelines then if

11.1.1 the Landlord shall give to the Tenant not less than three (3) months previous notice in writing; and

11.1.2 the Landlord seeks representations from, and consults in a reasonable manner with, nearby residents or local interest groups in relation to the proposed provision of public facilities

then immediately after the expiration of the said notice period this Lease and everything in this Lease ceases and determines in relation to the Surrender Land but without prejudice to any claim by either party against the other in respect of and antecedent breach of any obligation contained in this Lease

12. Charity

The Property will as a result of this Lease be held by Cotham School an exempt charity and the requirements on dispositions prescribed by sections 37 and 39 of the Charities Act 1993 will need to be complied with.

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

EXECUTED AS A DEED by
COTHAM SCHOOL
by a director in the presence of:-

[redacted]..
or

NANCY COPPLESTONE
Director Full Name (Print)

[redacted]
Witness' signature

COLIN FOSTER
Witness' name

[redacted]

Witness address

ACCOUNTANT
Witness occupation

SCHEDULE 1

Part 1 – The Property

ALL THAT land being part of Stoke Lodge Playing Fields, Shirehampton Road, Stoke Bishop in the City of Bristol being part of the freehold land registered at the Land Registry under title BL100993 and shown edged red on the Plan 1 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

ALL That land and premises being part of Stoke Lodge Playing Fields, Shirehampton Road aforesaid and shown edged blue on the Plan 1 and any land now or in the future in the ownership of the Landlord at adjacent or near the Property.

SCHEDULE 2

Rights Granted

1. **Support**

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

2. **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:-

   2.1 causing as little damage disturbance or inconvenience as possible to the Landlord and all others from time to time so entitled; and

   2.2 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.

SCHEDULE 3

Rights Excepted and Reserved

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.

3. **Light and Support**

The rights of light, air, support, protection, shelter and all other easements and rights at the date of this Lease belonging to or enjoyed by the Retained Land.

4. **Further Reservations**

The rights to:

4.1 develop the Retained Land;

4.2 temporarily erect scaffolding at the Property and attach it to any building on the Retained Land in connection with any development mentioned in paragraph 1.1 of the Second Schedule above;

4.3 build on or into any boundary wall of the Property; and

notwithstanding that any of those works result in a reduction in the flow of light or air to the Property or loss of amenity for the Property but not so that the ability of the Tenant or any other authorised user of the Property to use the Property for the use as set out in clause 3.9 hereof is materially adversely affected,

5. **Access to Repair**

The right to enter the Property to repair, maintain or replace any Conduit or structure relevant to any of the other Reservations; and
The right to enter the Property for any other purpose mentioned in this Lease or for any other purpose connected with this Lease or with the Landlord's interest in the Property or in the Retained Land.

PROVIDED THAT the Reservations contained in this Schedule 3 may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone properly authorised by the Landlord.
FURTHER PROVIDED THAT the Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
FURTHER PROVIDED that the exercise of the above rights shall not be in such a manner as to materially restrict or interrupt the operation of the school on the Property by the Tenant, shall cause as little damage as reasonably practicable and

the Landlord shall make good any damage caused to the reasonable satisfaction of the Tenant.

SCHEDULE 4

Landlord's Property

All that freehold land being the land registered with title absolute at the Land Registry under title number BL100993.

Department for Education

Advice on standards for school premises

For local authorities, proprietors, school leaders, school staff and governing bodies

March 2015

Contents

Summary

About this departmental advice

This is advice from the Department for Education. This advice is non-statutory, and has been produced to help recipients understand their obligations and duties in relation to the School Premises Regulations 2012, which came into force on 31 October 2012, and Part 5 of the revised Education (Independent School Standards) (England) Regulations 2010[1], which came into force on 1 January 2013.

Expiry or review date

This advice was updated in March 2015 to take account of changes to linked regulations and guidance. It will next be reviewed in May 2016, when the need for any further advice, or revisions to this advice, will be assessed.

Who is this advice for?

This advice is primarily for:

- Local authorities, proprietors, school leaders and governing bodies in all schools in England

It may also be useful for:

- School staff and parents
- Those involved in the design of school premises

Key points

- There are fewer regulations than previously and they are less prescriptive, allowing schools more flexibility in how they use their premises.
- Many regulations state that provision must be ‘suitable’. This is not precisely defined, but schools must take into account the age, number and sex of pupils, and any special requirements they have, when determining whether provision is suitable.
- This guidance advises on how to meet the regulations. It also provides signposts to other, more general, premises related legislation and guidance of relevance to schools.

[1] As amended in 2012.

Standards for all Schools

This guidance describes, and advises on meeting the requirements of, the premises regulations for all types of schools in England. To aid clarity, the main regulations are included in a blue box before each piece of guidance.

Background

The Education Act 1996 places a duty on the Secretary of State to prescribe standards for the premises of all maintained schools in England and Wales[2]. Those for England are set out in The School Premises (England) Regulations 2012 (SPRs) and they apply to all existing and new schools maintained by a local authority[3].

Similarly, the Education Act 2002 empowers the Secretary of State to prescribe standards for the premises of independent schools, which include Academies (including alternative provision Academies) and Free Schools. These are set out in Part 5 of The Education (Independent School Standards) (England) Regulations 2010[4] (ISS).

While there continue to be two sets of school premises regulations in place, their requirements are now identical and all types of schools now have to meet the same standards. This guidance therefore applies to all types of schools in England.

Land and buildings covered by the regulations

A school's premises comprise all the land and all the buildings provided for the school, including both permanent and temporary buildings and detached playing fields.

Interpretation

Both sets of regulations include these clarifications of what is meant by the term "suitable" and what is meant by "special requirements".

"Any requirement that anything provided under these Regulations must be "suitable" means that it must be suitable for the pupils in respect of whom it is provided, having regard to their ages, numbers and sex and any special requirements they may have.

A pupil has "special requirements" if the pupil has any needs arising from physical, medical, sensory, learning, emotional or behavioural difficulties which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools."

---

[2] The Education (School Premises) Regulations 1999 continue to apply to maintained schools in Wales.

[3] The Regulations apply to nursery, community, community special, foundation, foundation special and voluntary schools and to pupil referral units.

[4] As amended by the Alternative Provision Academies and 16 to 19 Academies (Consequential Amendments to Subordinate Legislation) (England) Order 2012 and the Education (Independent School Standards) (England) (Amendment) Regulations 2012.

The Standards

Toilet and washing facilities

ISS Regulation 23A — (1) Subject to sub-paragraph (2), the standard in this paragraph is met if the proprietor ensures that—

a) suitable toilet and washing facilities are provided for the sole use of pupils;

b) separate toilet facilities for boys and girls aged 8 years or over are provided except where the toilet facility is provided in a room that can be secured from the inside and that is intended for use by one pupil at a time; and

c) suitable changing accommodation and showers are provided for pupils aged 11 years or over at the start of the school year who receive physical education.

(2) Where separate facilities are provided under sub-paragraph (1) (a) for pupils who are disabled, they may also be used by other pupils, staff, supply staff, volunteers and visitors, whether or not they are disabled.

SPRs Regulation 4 — (1) Subject to paragraph (3), suitable toilet and washing facilities must be provided for the sole use of pupils.

(2) Separate toilet facilities for boys and girls aged 8 years or over must be provided except where the toilet facility is provided in a room that can be secured from the inside and that is intended for use by one pupil at a time.

(3) Where separate facilities are provided under paragraph (1) for pupils who are disabled, they may also be used by other pupils, teachers and others employed at the school, and visitors, whether or not they are disabled.

(4) Suitable changing accommodation and showers must be provided for pupils aged 11 years or over at the start of the school year who receive physical education.

Numbers of fittings

The regulations do not set the minimum number of fittings to be provided in relation to the ages and numbers of pupils. Generally the needs of younger pupils are likely to be greater than those for older ones. So, for example, a provision of one toilet and washbasin for every ten pupils under 5 years old would be adequate, while that ratio could be doubled for pupils aged 5-11 to one toilet and washbasin for every 20 pupils. For pupils over 11 one toilet per 20 pupils would be sufficient, but there is scope to reduce the number of washbasins where the washing facilities are shared.

General planning

Toilet facilities need to be planned and designed so that:

a) hand washing facilities are provided within or in the immediate vicinity of every toilet;
b) the rooms containing them are adequately ventilated and lit;
c) they are located in areas around the school that provide easy access for pupils and allow for informal supervision by staff, without compromising pupils' privacy.

Where there is unisex provision (under ISS 23A (1) (b) or SPR 4 (2)), the privacy of the occupant needs to be ensured and this will be achieved by, for example, having adequate enclosure and a full height door.

Facilities for disabled pupils

Each toilet for disabled pupils needs to contain one toilet and one washbasin (and possibly a shower or other wash down fitting) and have a door opening directly onto a circulation space that is not a staircase and which can be secured from the inside. Where possible, the number and location of accessible toilets will be sufficient to ensure a reasonable travel distance for users that does not involve changing floor levels[5].

Changing accommodation and showers for pupils

It is preferable for showers to be in areas separated from toilets and they need to provide adequate privacy. Consideration may also be given to providing changing rooms, with or without showers, at primary schools for pupils who need to wear sports kit for physical education, but this is not required under the regulations.

Toilets and washing facilities or staff

Toilets and washing facilities for staff[6] may be also be used by visitors. They should be separate from those provided for pupils, except where they are designed for use by those who are disabled.

[5] The requirements of Part M of the Building Regulations will be satisfied if any wheelchair user does not have to travel more than 40m horizontally to reach an accessible toilet. With young pupils the travel distance may need to be less.

[6] Regulations 20 and 21 of the Workplace (Health, Safety and Welfare) Regulations 1992 set out the standards for staff toilets and washing facilities.

Medical accommodation

ISS Regulation 23B —(1) The standard in this paragraph is met if the proprietor ensures that suitable accommodation is provided in order to cater for the medical and therapy needs of pupils, including—
(a) accommodation for the medical examination and treatment of pupils;

(b) accommodation for the short term care of sick and injured pupils, which includes a washing facility and is near to a toilet facility; and

(c) where a school caters for pupils with complex needs, additional medical accommodation which caters for those needs.

(2) The accommodation provided under sub-paragraphs (1)(a) and (b) may be used for other purposes (apart from teaching) provided it is always readily available to be used for the purposes set out in sub-paragraphs (1)(a) and (b).

(3) For the purposes of sub-paragraph (1)(c), a pupil has “complex needs” if the pupil has profound and multiple learning difficulties in addition to other significant difficulties, such as a physical disability or sensory impairment, which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools or by children with special requirements.

SPRs Regulation 5 — (1) Suitable accommodation must be provided in order to cater for the medical and therapy needs of pupils, including accommodation for —

(a) the medical examination and treatment of pupils; and

(b) the short term care of sick and injured pupils, which includes a washing facility and is near to a toilet facility.

(2) The accommodation provided under paragraph (1) may be used for other purposes (apart from teaching) provided it is always readily available to be used for the purpose set out in paragraph (1).

(3) Where a school caters for pupils with complex needs, additional medical accommodation must be provided which caters for those needs.

(4) For the purposes of this regulation, a pupil has “complex needs” if the pupil has profound and multiple learning difficulties in addition to other significant difficulties, such as a physical disability or sensory impairment, which require provision which is additional to or different from that generally required by children of the same age in schools other than special schools or by children with special requirements.

The requirements for medical and therapy rooms enable pupils that are ill or injured to be looked after appropriately, and for therapy to be offered to those with special educational needs or disabilities who need it. In mainstream schools this may involve assistance from visiting specialists, such as a physiotherapist or speech therapist.

Some therapy can take place in a teaching space or in a small quiet room, such as an office. The dedicated accommodation can be used for other purposes, except teaching, so long as it is readily available for medical use when needed.

In special schools a range of facilities will typically be required to suit different therapy options. A school catering for children with complex needs will also need to provide a nurse's room and a physiotherapy room, while some therapies require specially equipped rooms. Some special school pupils will require access to a hydrotherapy or warm water pool. Specialist advice will be needed on these facilities.

Health, safety and welfare

ISS Regulation 23C — The standard in this paragraph is met if the proprietor ensures that the school premises and the accommodation and facilities provided therein are maintained to a standard such that, so far as is reasonably practicable, the health, safety and welfare of pupils are ensured.

SPRs Regulation 6 — School premises and the accommodation and facilities provided therein must be maintained to a standard such that, so far as is reasonably practicable, the health, safety and welfare of pupils are ensured.

These regulations are specifically about maintaining school premises so that the health, safety and welfare needs of pupils are safeguarded. There is also a substantial amount of other health and safety legislation that applies to most buildings, including schools.

General health and safety

The Health and Safety at Work etc Act 1974 (HSWA), and regulations made under it, are aimed at securing the health, safety and welfare of employees (e.g. teachers and other school staff). They also aim to protect others (e.g. pupils and school visitors) against risks to their health and safety (but not welfare) arising from the activities of a work undertaking. The Workplace (Health, Safety and Welfare) Regulations 1992 expand on the HSWA and aim to ensure that workplaces meet the health, safety and welfare needs of a workforce (e.g. school staff) and cover most spaces in schools. They cover a range of requirements such as for heating, ventilation, cleanliness, workstations, seating and welfare facilities.

Fire safety

The Regulatory Reform (Fire Safety) Order 2005 requires schools to undertake risk assessments to identify the general fire precautions needed to safeguard the safety of occupants in case of fire, including their safe means of escape. These will include ensuring procedures are in place to reduce the likelihood of fire, maintaining fire detection and alarm systems, and familiarising staff and pupils with emergency evacuation procedures. These risk assessments will need updating if any significant changes to the premises or their use takes place.

Pupils with special educational needs

The Equalities Act 2010 requires all schools to prepare and implement an accessibility strategy to improve the physical environment of the school for pupils with disabilities and special educational needs (SEN). This should include consideration of their particular health and safety needs on the school premises and how these can be met.

Building work

The Building Regulations 2010 apply to most buildings in England and Wales. They set standards which are mainly to ensure the safety and health of people in or around buildings, but also cover energy conservation and accessibility. They apply to the construction of new schools and to many alterations of, and improvements to, existing school buildings.

Acoustics

ISS Regulation 23D — The standard in this paragraph is met if the proprietor ensures that the acoustic conditions and sound insulation of each room or other space are suitable, having regard to the nature of the activities which normally take place therein.

SPRs Regulation 7 — The acoustic conditions and sound insulation of each room or other space must be suitable, having regard to the nature of the activities which normally take place therein.

In a school with a good acoustic environment, people will experience:

- good sound quality – enabling people to hear clearly, understand and concentrate on whatever activity they are involved in;
- minimal disturbance from unwanted noise (such as from activities in adjacent areas, teaching equipment, ventilation fans or road traffic).

In classrooms, class bases and other areas used for teaching, this will allow teachers to communicate without straining their voices. In some types of spaces, such as music rooms, recording studios, open-plan areas and rooms where pupils with hearing impairment are taught, there are additional requirements that may require higher acoustic standards than those for normal class bases.

Acoustic conditions

"Acoustic Design of Schools"[7] sets out performance standards in terms of:

a. adequate sound insulation of internal walls and floors to minimise disturbance from sound generated in adjacent areas;

b. appropriate reverberation times (RT) to suit the teaching and other activities planned to take place in each space. Reverberation time measures how 'echoey' a particular room is. A relatively short RT is needed in most teaching spaces not only to ensure that speech, including teachers' voices, is clearly heard and understood, but also to control the build-up of occupancy speech noise. Some spaces, for example some types of music room, require a longer RT;

c. suitable indoor ambient noise levels to enable clear communication. A part of the way to achieve this is to minimise disturbance from external noise by ensuring adequate sound insulation of the building. Suitable indoor ambient noise levels will vary depending on the activity taking place. Some noise sensitive activities, such as listening to music or learning a language, are less tolerant of background noise, as are rooms used for teaching pupils with hearing impairment and some other special educational needs; and

d. adequate speech intelligibility in open plan areas to avoid disturbance from adjacent activities and to ensure that the wanted speech can be understood.

Requirement E4[8] will be satisfied if performance standards a – c are met. School buildings are subject to detailed design checks by Building Control Bodies to ensure compliance with this requirement. Acoustic tests can be carried out on any new school accommodation to demonstrate that performance standards a – c are achieved[9].

Management issues

Good management is needed to ensure that the acoustics of each area remains suitable for its use. For example, a lack of maintenance can lead to deterioration in acoustic conditions.

Pupils with special educational needs

Pupils with special needs may need to be taught in spaces with lower noise levels and shorter reverberation times than in mainstream classrooms and class bases. Special schools and SEN units in mainstream schools therefore require designing to a higher

[7] An update of Building Bulletin 93, which was published in December 2014.

[8] From Part E of schedule 1 to The Building Regulations 2010 (as amended).

[9] See "Good Practice Guide for Acoustic Testing of Schools", Association of Noise Consultants, 2011.

acoustic standard. Where pupils with these special needs are taught in mainstream schools, the acoustics of the spaces where they are taught may need to be enhanced to the same standards as those in special units. Provision will usually be required to teach these pupils in smaller groups so that ambient noise from other pupils is lower and the distance between teacher and pupil is minimised.

Lighting

ISS Regulation 23E — The standard in this paragraph is met if the proprietor ensures that—
(a) the lighting in each room or other internal space is suitable, having regard to the nature of the activities which normally take place therein; and

(b) external lighting is provided in order to ensure that people can safely enter and leave the school premises.

SPRs Regulation 8 — (1) The lighting in each room or other internal space must be suitable, having regard to the nature of the activities which normally take place therein.

(2) External lighting must be provided in order to ensure that people can safely enter and leave the school premises.

For lighting to be suitable, attention needs to be paid to:

- achieving adequate light levels, including the lighting of teachers' and pupils' faces for good visual communication;
- giving priority to daylight in all teaching spaces, circulation, staff offices and social areas;
- providing adequate views to the outside or into the distance to ensure visual comfort and help avoid eye strain;
- providing lighting controls that are easy to use;
- providing means to control daylight and sunlight, to avoid glare, excessive internal illuminance and summertime overheating;
- providing external lighting to ensure safe pedestrian movement after dark;
- floodlighting outdoor sports areas;
- providing emergency lighting in areas accessible after dark.

Further guidance on lighting in schools can be found in Lighting Guide 5, "Lighting for Education" (LG5), and British Standard BS EN 12464-1.

Lighting for pupils with special educational needs

Pupils with special educational needs, including visual impairment and other disabilities, may have additional lighting requirements[10] and specialist advice may be needed. Key points include:

- colour and contrast, which can help people locate doors and their handles, stairs and steps, switches and socket outlets, etc.;
- glare should be avoided (including from high gloss finishes that can appear as glare sources when they reflect bright lights);
- use of light sources such as high frequency fluorescent luminaires to avoid subliminal flicker that can induce epileptic fits in susceptible pupils;
- large areas of glazing should be clearly marked to avoid accidents[11];
- additional local task lighting may be needed.

Water supplies

ISS Regulation 23F — (1) The standard in this paragraph is met if the proprietor ensures that—
(a) suitable drinking water facilities are provided;

(b) toilets and urinals have an adequate supply of cold water and washing facilities have an adequate supply of hot and cold water;

(c) cold water supplies that are suitable for drinking are clearly marked as such; and

(d) the temperature of hot water at the point of use does not pose a scalding risk to users.

(2) The facilities provided under sub-paragraph (1)(a) will be suitable only if—

(a) they are readily accessible at all times when the premises are in use; and

(b) they are in a separate area from the toilet facilities.

[10] For example, see “Building Sight”, Peter Barker, Jon Barrick, Rod Wilson, RNIB, ISBN 011 701 993 3, HMSO, 1995.

[11] Building Regulations AD N, Glazing – “safety in relation to impact”, opening and cleaning, applies.

SPRs Regulation 9 — (1) Suitable drinking water facilities must be provided.

(2) The facilities provided under paragraph (1) will only be suitable if —

(a) they are readily accessible at all times when the premises are in use; and

(b) they are in a separate area from the toilet facilities.

(3) Toilets and urinals must have an adequate supply of cold water and washing facilities must have an adequate supply of hot and cold water.

(4) Cold water supplies that are suitable for drinking must be clearly marked as such.

(5) The temperature of hot water at the point of use must not pose a scalding risk to users.

Drinking water facilities need to be maintained in good working order and kept clean and the outlets need to be clearly marked 'drinking water'. Tanked supplies can be difficult to maintain in good condition, and so it is generally preferable if drinking water supplies in schools can be connected directly to the cold water main.

Water supplies for other uses

To avoid the risk of scalding, 43ºC is generally the maximum temperature for hot water in baths and showers, and in all cases where the occupants are severely disabled. It is also good practice to limit hot water supplies to washbasins in nursery and primary schools to 43ºC.

Distribution temperatures and legionella controls need to comply with HSE guidance on managing legionella in hot and cold water systems.

Outdoor space

ISS Regulation 23G — (1) The standard in this paragraph is met if the proprietor ensures that suitable outdoor space is provided in order to enable—

(a) physical education to be provided to pupils in accordance with the school curriculum; and

(b) pupils to play outside.

(2) Sub-paragraph (1) does not apply in relation to an alternative provision Academy.

SPRs Regulation 10 — (1) Suitable outdoor space must be provided in order to enable—

> (a) physical education to be provided to pupils in accordance with the school curriculum; and
>
> (b) pupils to play outside.

(2) This regulation does not apply to pupil referral units.

Physical education (PE) includes the playing of games. There are two types of outdoor space used for PE, sports pitches and hard surfaced games courts. Sports pitches, grass and/or all-weather, are used for team games such as football, hockey and cricket, and for athletics. Games courts are for sports such as netball and tennis and are usually provided as a multi-use games area, with additional courts in larger schools. Outdoor space is also needed for informal play and socialising, and this is usually both hard and soft surfaced.

On-site and off-site provision

Schools often need to maximise the use of their sites in order to provide the variety of spaces needed. Advice on the sizes of spaces can be found in the area guidelines[12]. Some schools will be on restricted sites and will not have enough outdoor space to meet requirements. In these situations pupils will need to be provided with access to suitable off-site provision.

Protection of school playing fields

Playing fields at maintained schools are protected under section 77 of the 1998 School Standards and Framework Act. Playing fields at Academies, where the land is owned by the local authority (and, as is usually the case, is leased to the Academy) and has been used as a playing field in the last 10 years, are also protected.

Other legislation on school premises

The Statutory Framework for the Early Years Foundation Stage sets standards for pupils under the age of 5 at both maintained and independent schools. It includes requirements for premises, such as minimum space standards and the provision of toilets and wash basins.

The National Minimum Standards for Boarding Schools, in force from 1 January 2013, cover requirements for boarding accommodation at all mainstream boarding schools for all age groups of pupils up to 18. There is a separate set of national minimum standards for residential special schools.

[12] "Area Guidelines for Mainstream Schools": Building Bulletin 103.

Further sources of information

Associated resources (external links)

- The Workplace (Health, Safety and Welfare) Regulations 1992
- The Regulatory Reform (Fire Safety) Order 2005
- The Equalities Act 2010
- The Building Regulations 2010
- HSE Guidance on Managing Legionella

Other departmental advice and guidance you may be interested in

- Departmental advice on health and safety

Department
for Education

About this publication:

enquiries www.education.gov.uk/contactus
download www.gov.uk/government/publications

Reference: DFE-00311-2013

Follow us on Twitter: @educationgovuk

Like us on Facebook: facebook.com/educationgovuk

Department for Education

Guidance

Controlling access to school premises

Published 27 November 2018

Applies to England

Contents

This publication is available at https://www.gov.uk/government/publications/controlling-access-to-school-premises/controlling-access-to-school-premises

1. Who can go onto school premises?

Schools are private property. People do not have an automatic right to enter. Parents have an 'implied licence' to come on to school premises at certain times, for instance:

- for appointments
- to attend a school event
- to drop off or pick up younger children

Schools should set out their rules for this and tell parents what they are. Anyone who breaks those rules would be trespassing.

2. Barring individuals from school premises

Trespassing is a civil offence. This means that schools can ask someone to leave and take civil action in the courts if someone trespasses regularly. The school may want to write to regular trespassers to tell them that they are potentially committing an offence.

Schools can bar someone from the premises if they feel that their aggressive, abusive or insulting behaviour or language is a risk to staff or pupils. It's enough for a member of staff or a pupil to feel threatened.

The school should tell an individual that they've been barred or they intend to bar them, in writing. Letters should usually be signed by the headteacher, though in some cases the local authority, academy trust or proprietor may wish to write instead. The individual must be allowed to present their side. A school can either:

- bar them temporarily, until the individual has had the opportunity to formally present their side
- tell them they intend to bar them and invite them to present their side by a set deadline

After the individual's side has been heard, the school can decide whether to continue with barring them. The decision should be reviewed within a reasonable time, decided by the school.

The Department for Education (DfE) does not get involved in individual cases.

3. Removing individuals from school premises

Section 547 of the Education Act 1996 makes it a criminal offence for a person who is on school premises without legal permission to cause or permit a nuisance or disturbance. Trespassing itself does not constitute a criminal offence.

To have committed a criminal offence, an abusive individual must have been barred from the premises or have exceeded their ‘implied licence’, then also have caused a nuisance or disturbance.

If a school has reasonable grounds to suspect that someone has committed an offence, then they can be removed from the school by a police officer or a person authorised by the appropriate authority such as the:

- governing board
- local authority
- proprietor of that school

Department
for Education

Guidance

Health and safety: responsibilities and duties for schools

Updated 5 April 2022

Applies to England

Contents

This publication is available at https://www.gov.uk/government/publications/health-and-safety-advice-for-schools/responsibilities-and-duties-for-schools

1. Responsibilities

Pupils should be safe in school and when undertaking out of school activities. The risk management to keep them safe should be proportionate to the nature of the activities.

Teachers should be able to take pupils on exciting school trips that broaden their horizons. Pupils should be able to play freely in the playground and be able to take part in sports. The Health and Safety Executive (HSE) has guidance on promoting a balanced approach to children's play and leisure (http://www.hse.gov.uk/entertainment/childs-play-statement.htm).

The employer or, in the case of independent schools, the proprietor, is accountable for the health and safety of school staff and pupils. The day-to-day running of the school is usually delegated to the headteacher and the school management team. In most cases, they are responsible for ensuring that risks are managed effectively. This includes health and safety matters.

Schools must appoint a competent person to ensure they meet their health and safety duties. A competent person is someone with the necessary skills, knowledge and experience to give sensible guidance about managing the health and safety risks at the school.

This can be someone appointed directly by the school, one or more of its staff, or the employer can arrange support from outside the school. In most schools, the senior leadership team can manage risks. HSE's guidance on sensible health and safety management in schools (https://www.hse.gov.uk/education/sensible-leadership/index.htm) has more information.

The Association for Physical Education (AfPE) (http://www.afpe.org.uk/) can offer advice on insurance for PE teachers.

As COVID-19 becomes a virus that the country learns to live with, the government is moving away from stringent restrictions on everyone's day-to-day lives towards advising people on how to protect themselves and others, alongside targeted interventions to reduce risk.

Therefore, while the government will continue to manage the risk of serious illness from the spread of the virus, schools should consider COVID-19 as one risk amongst others in relation to health and safety risk assessments and managing risk.

2. Leadership

Commitment from senior management is essential for effective health and safety management. Strong leadership is also vital. HSE provides information on leading health and safety at work (http://www.hse.gov.uk/leadership/).

Schools must have a health and safety policy in place. This should be an integral part of the school's culture, values and performance standards.

The key elements of the policy should:

- set out the roles and responsibilities within risk management processes
- the mechanisms to control risk
- specific control measures that need to be implemented

In most schools, the headteacher is responsible for implementing this. Based on a thorough risk assessment, they should update it to reduce and reflect new risks. The risk assessment must cover the risks to the health and safety of employees and of persons (including pupils) who are not employees of the school.

Review the assessment if:

- there is any reason to suspect that it is no longer valid
- there has been a significant change in related matters

Schools are obliged to record significant findings of the assessment. They must identify any group of employees identified by it as being especially at risk.

HSE has information on leading sensible health and safety management in schools (https://www.hse.gov.uk/education/sensible-leadership/sensible.htm) and how to appoint a competent person (https://www.hse.gov.uk/simple-health-safety/gettinghelp/index.htm).

If senior leaders or teachers feel the process is inappropriate, they should discuss this with their employer. Examples may include processes which are too bureaucratic or which do not mitigate risk sufficiently. All staff can request that procedures be reviewed.

3. Elements of a health and safety policy

Every health and safety policy is separated into 4 elements:

- Plan – leaders should set the direction for effective health and safety management
- Do – introduce management systems and practices that ensure risks are dealt with sensibly, responsibly and proportionately
- Check – monitoring and reporting
- Act – a formal management review of health and safety performance

HSE explains the elements in more detail in its guidance on leading health and safety at work (http://www.hse.gov.uk/leadership/) and leading sensible health and safety management in schools (https://www.hse.gov.uk/education/sensible-leadership/sensible.htm).

As outlined in the guidance, the policy should include:

- a general statement of the policy
- who is responsible for what (delegation of tasks)
- arrangements for risk assessments and the practical control measures to reduce risk
- how the school will establish, monitor and review its measures to meet satisfactory health and safety standards

The policy should be proportionate and relevant to the school. The elected competent person in the school should work with the employer and its health and safety advisers to create the policy.

The following list gives examples that schools could include their health and safety policy. This list is not exhaustive and the content of the policy will be determined by the school. Schools could include:

- proportionate control measures for health infections
- line management responsibilities
- arrangements for periodic site inspections
- arrangements for managing health and safety (https://www.hse.gov.uk/managing/index.htm)
- staff health and safety training, including managing risks and risk assessment at work (https://www.hse.gov.uk/simple-health-safety/risk/index.htm)
- recording and reporting accidents to staff, pupils and visitors – including Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) (http://www.hse.gov.uk/riddor/)
- policies and procedures for health and safety on educational visits (https://www.gov.uk/government/publications/health-and-safety-on-educational-visits), including residential visits and any school-led adventure activities
- how to deal with emergency procedures (https://www.hse.gov.uk/workplace-health/emergency-procedures.htm), including procedures and contacts
- first aid (http://www.hse.gov.uk/firstaid/index.htm)
- occupational health services
- how to investigate accidents and incidents to understand causes
- how to monitor and report performance and effectiveness of the health and safety policy

4. Assessing and managing risks

Risk assessments identify measures to control risks during school activities. Health and safety law requires the school to assess risks and put in place proportionate control measures. The law also requires it to record details of risk assessments, the measures taken to reduce these risks and expected outcomes.

Schools need to record significant findings of the assessment by identifying:

- the hazards
- how people might be harmed by them
- what they have in place to control risk

Records of the assessment should be simple and focused on controls. Outcomes should explain to others what they are required to do and help staff with planning and monitoring.

Risk assessments consider what measures you need to protect the health and safety of all:

- staff
- pupils
- visitors
- contractors

Schools will need to think about the risks that may arise in the course of the school day. This could include anything related to the school premises or delivery of its curriculum, whether on or off site.

Factors included in risk assessments will vary between schools, although some will appear in most schools. HSE provides guidance on managing risks and risk assessment at work (https://www.hse.gov.uk/simple-health-safety/risk/index.htm).

5. Preparation for public health incidents

Schools must comply with health and safety law and put in place proportionate control measures. Schools must regularly review and update their risk assessments, treating them as 'living documents', as the circumstances in your school and the public health advice changes. This includes having active arrangements in place to monitor whether the controls are effective and working as planned.

Schools must therefore make sure that a risk assessment has been undertaken to identify the measures needed to reduce the risks from public health incidents so far as is reasonably practicable. General information on how to make a workplace secure is provided by the Health and Safety Executive's (HSE) guidance on health and safety at work (https://www.hse.gov.uk/guidance/index.htm).

5.1 Approach to risk estimation and management of public health incidents

Some types of control are more effective at reducing infection risks than others. Risk reduction measures should be assessed in order of priority as set out below. Schools should not simply adopt the easiest control measure to implement.

Schools should work through the following steps to address their risks, considering for each risk whether there are measures in each step they can adopt before moving onto the next step.

1. Elimination: stop an activity that is not considered essential if there are risks attached.
2. Substitution: replace the activity with another that reduces the risk. Care is required to avoid introducing new hazards due to the substitution.
3. Engineering controls: design measures that help control or mitigate risk.
4. Administrative controls: identify and implement the procedures to improve safety (for example, markings on the floor, signage).
5. Having gone through this process, personal protective equipment (PPE) should be used in line with UK Health Security Agency guidance.

The UK Health Security Agency guidance on health protection in children and young people settings, including education (https://www.gov.uk/government/publications/health-protection-in-schools-and-other-childcare-facilities) has information on the management of infectious diseases in schools and other childcare settings.

6. Support for schools

Schools can adopt or modify the guidance below to suit their circumstances:

- CLEAPSS (https://science.cleapss.org.uk/)
- Outdoor Education Advisers' Panel guidance for school trips (https://oeapng.info/guidance-documents/)
- Managing asbestos in your school or college (https://www.gov.uk/government/publications/asbestos-management-in-schools--2)
- Emergency planning and response for education, childcare, and children's social care settings (https://www.gov.uk/emergencies-and-severe-weather-schools-and-early-years-settings)
- The Association for Science Education (ASE) - health and safety resources (http://www.ase.org.uk/resources/health-and-safety-resources)

- The Design and Technology Association - health and safety (https://www.data.org.uk/for-education/health-and-safety)
- Safe practice in physical education, school sport & physical activity (http://www.afpe.org.uk/physical-education/safe-practice-in-physical-education-school-sport-physical-activity-2016/)

7. Other areas and activities to consider

The list of guidance below provides sources of further help on health and safety related risks:

- work at height (http://www.hse.gov.uk/work-at-height/index.htm)
- site safety (http://www.hse.gov.uk/workplacetransport/sitelayout.htm)
- control of hazardous substances (http://www.hse.gov.uk/coshh/)
- using contractors (http://www.hse.gov.uk/pubns/indg368.htm)
- good estate management for schools (https://www.gov.uk/guidance/good-estate-management-for-schools)
- school and further education college design and construction (https://www.gov.uk/government/collections/school-building-design-and-maintenance) (and where necessary examination and testing)
- manual handling at work (https://www.hse.gov.uk/msd/manual-handling/index.htm)
- stress and mental health at work (http://www.hse.gov.uk/stress/)
- ventilation in the workplace (https://www.hse.gov.uk/ventilation/index.htm)

8. School security and emergency preparation

All schools should have plans in place to enable them to manage and respond to incidents related to school security. The guidance on school and college security (https://www.gov.uk/government/publications/school-and-college-security) has more information.

Schools should also have procedures for controlling access and barring individuals from school premises (https://www.gov.uk/government/publications/controlling-access-to-school-premises).

Schools can decide whether to include this within their school security plan or deal with the issue when it arises in another plan or procedure.

The DfE recommends guidance on helping schools with accessing and barring of individuals from premises.

Health and safety emergency procedures schools should consider include:

- serious injury to a pupil or member of staff (for example, transport accident)
- significant damage to school property (for example, fire)
- criminal activity (for example, bomb threat)
- severe weather (for example, flooding)
- public health incidents (for example, flu pandemic)
- the effects of a disaster in the local community

DfE provides emergency planning and response for education, childcare, and children's social care settings (https://www.gov.uk/guidance/emergencies-and-severe-weather-schools-and-early-years-settings).

9. Additional powers of local authorities as employers

Under section 29(5) of the Education Act 2002, local authorities have powers to direct health and safety matters relating to school premises or school activities taking place elsewhere in the following types of school:

- community schools
- voluntary controlled schools
- community special schools
- maintained nursery schools
- pupil referral units

Local authorities should only use these powers when a school's health and safety arrangements are inadequate.

10. Staff training

Schools must ensure that staff receive information and training about health and safety. This includes:

- how to assess risks specific for their job
- how to meet their roles and responsibilities identified within the health and safety policy

They can do this in different ways depending on individual or specific need. For example, providing staff with written guidance may be appropriate in some cases, while attending a training course may be more appropriate for others.

Staff whose work involves a greater element of risk will need extra or specific training. The HSE risk management guidance (http://www.hse.gov.uk/risk/index.htm) provides information about when staff require specific training in, for example:

- using industrial machinery
- managing asbestos
- having responsibility for the storage and accountability for potentially hazardous materials in their buildings

DfE also provide information about the safe storage and disposal of hazardous materials (https://www.gov.uk/government/publications/storing-and-disposing-of-hazardous-chemicals-in-schools).

11. Duties on employees

The law requires employees to:

- take reasonable care of their own health and safety and that of others who may be affected by what they do at work
- co-operate with their employers on health and safety matters
- do their work in accordance with training and instructions
- inform the employer of any work situation representing a serious and immediate danger, so that remedial action can be taken

Employees should follow health and safety procedures put in place by their employer.

Teachers and other staff in schools have a common law duty when in charge of pupils to take the same care of them as they would as a parent.

12. Recording and reporting injuries and accidents

Certain work-related injuries to a member of staff or a child must, by law, be recorded and reported.

The employer or proprietor is responsible for this, but staff may be asked to prepare the report. HSE explain when, how, where and when to report incidents in their education information sheet: incident reporting in schools (http://www.hse.gov.uk/pubns/edis1.htm).

13. Review and evaluation

All schools should regularly monitor and review their health and safety policies to ensure they are reducing risks. As part of this monitoring, schools should investigate incidents to ensure that:

- they are taking appropriate corrective action
- they are sharing learning
- necessary improvements are put in place

Generally, schools should regularly (at least annually) consider how they measure their performance. They should set up an effective monitoring system, backed up with sensible performance measures.

However, as the country learns to live with COVID-19, schools must regularly review and update risk assessments - treating them as ‘living documents’, as the circumstances in your school and the public health advice changes.

Where there is a health and safety incident at the school, the competent person and others with health and safety responsibilities, should assess the effectiveness of the school’s procedures and its response. They should make necessary changes to policies and procedures.

14. The Law

The Health and Safety at Work etc. Act 1974 (http://www.legislation.gov.uk/ukpga/1974/37/contents) determines British health and safety law. The Health and Safety Executive (HSE), with local authorities, enforce this Act.

The Management of Health and Safety at Work Regulations 1999 (http://www.legislation.gov.uk/uksi/1999/3242/contents/made) supports the Act.

Schools should make sure they are familiar with both of these documents.

COTHAM SCHOOL

DEED OF VARIATION OF FUNDING AGREEMENT

FOR

COTHAM SCHOOL

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**");

- and –

(2) **Cotham School**, a charitable company incorporated in England and Wales with registered company number 07732888 whose registered address is at Cotham School, Cotham Lawn Road, Cotham, Bristol, BS6 6DT (the "**Company**")

together referred to as the "**Parties**".

INTRODUCTION

A. The Parties have entered into a funding agreement on 1 September 2011, a copy of which is contained in Schedule 1, (the **"Existing Funding Agreement**").

B. Not used.

C. Not used.

D. The Parties have agreed to amend and re-state the terms of the Existing Funding Agreement on the terms set out in this Deed.

LEGAL AGREEMENT

1. Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Amended Funding Agreement (as defined in clause 2 below).

2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Funding Agreement shall be amended and re-stated in the form of the Funding Agreement set out in Schedule 2 (the "**Amended Funding Agreement**"). For the avoidance of doubt, the Amended Funding Agreement does not terminate or suspend the Existing Funding Agreement but amends and re-states it.

3. Not used.

4. Not used.

GOVERNING LAW AND JURISDICTION

5. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

6. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

7. This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)

……………………………….
Duly authorised by the Secretary of State for Education

Date………………………………………….

SIGNED by ______________________	______________________
(Director name)	(Director sign)
Duly authorised on behalf of the Company	
IN THE PRESENCE OF A WITNESS	______________________
Witness signature:	______________________
Witness name:	______________________
Witness address:	______________________
	______________________
	______________________

Schedule 1

Existing Funding Agreement

SINGLE ACADEMY MODEL

COTHAM SCHOOL

MODEL FUNDING AGREEMENT

1/9/ 2011

21 March 2011 V5

A724

SINGLE ACADEMY MODEL

COTHAM SCHOOL

ACADEMY

FUNDING AGREEMENT

CONTENTS:

INTRODUCTION

1) This Agreement is made under section 1 of the Academies Act 2010 between the Secretary of State for Education ("the Secretary of State") and Cotham School (the "Academy Trust").

2) The Academy Trust is a Company incorporated in England and Wales, limited by guarantee with registered Company number 07732888.

3) The following expressions used in this Agreement have the respective meanings assigned to them by the numbered clauses of this Agreement referred to immediately after the reference to the expressions -

   a) "Academies Financial Handbook" - clause 72;

   b) "Academy Financial Year" - clause 62;

   c) "Accounting Officer" – clause 71;

   d) "Annual Letter of Funding" - clause 65;

   e) "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;

   f) "GAG" – clause 35;

   g) "Capital Expenditure" - clause 36;

   h) "Capital Grant" – clause 36;

   i) "EAG" - clause 35;

   j) "Recurrent Expenditure" – clause 35;

   k) "Start-up Period" – clause 55;

4) In this Agreement the following words and expressions shall have the following meanings:-

   "Business Day" means any day other than a Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday with the meaning given to that expression in the Banking and Financial Dealings Act 1971;

"DfE" means Department for Education;

"Further Governors" means Governors who may be appointed by the Secretary of State under the Articles of Association if a Special Measures Termination Event, as defined in this Agreement, occurs;

"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 Academy Trust 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 ".

"Additional Governors" means Governors who may be appointed by the Secretary of State under the Articles of Association.

"Principal" means the head teacher of the Academy;

"Principal Regulator" means the body or person appointed as the Principal Regulator under the Charities Act 2006.

"LA" means the Local Authority in the area in which the Academy is situated;

"the Land" means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as the Cotham School, Cotham Lawn Road, Cotham, BS6 6DT as registered at the Land Registry under title number BR96266 and the Charnwood Annex, Cotham Park, Cotham, BS6 6DT as registered at the Land Registry under title number GR618 being the land that is to be transferred to the Academy;

"Memorandum" and "Articles" means the Memorandum and Articles of Association of the Academy Trust for the time being in force, a copy of the current version of which is annexed to this Agreement as Annex A;

"parents" means parents or guardians;

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

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

"SEN" means Special Educational Needs;

5) The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament.

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

7) Questions arising on the interpretation of the arrangements in this Agreement shall be resolved by the Secretary of State after consultation with the Academy Trust.

8) Section 1 (3) of the Academies Act 2010 states that:

(3) An Academy agreement is an agreement between the Secretary of State and the other party under which-

(a) the other party gives the undertakings in subsection (5), and

(b) the Secretary of State agrees to make payments to the other party in consideration of those undertakings.

LEGAL AGREEMENT

9) In consideration of the Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as Cotham School ("the Academy") and having such characteristics as are referred to in clause 10, the Secretary of State agrees to make payments to the Academy Trust in accordance with the conditions and requirements set out in this Agreement. For the avoidance of doubt, any obligations imposed upon or powers given to the Academy by this Agreement are also imposed upon the Academy Trust.

CHARACTERISTICS OF THE ACADEMY

10) The characteristics of the Academy set down in Section 1(6) of the Academies Act 2010, are that:

(a) the school has a curriculum satisfying the requirements of section 78 of EA 2002 (balanced and broadly based curriculum)

(b) if the school provides secondary education, its curriculum for the secondary education has an emphasis on a particular subject area, or particular subject areas, specified in the Agreement;

(c) the school provides education for pupils of different abilities

(d) the school provides education for pupils who are wholly or mainly drawn from the area in which the school is situated.

ACADEMY OPENING DATE

11) The Academy shall open as a school on 1 September 2011 replacing Cotham School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.

CONDITIONS OF GRANT

General

12) Other conditions and requirements in respect of the Academy are that:

(a) the school will be at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community;
(b) there will be assessments of pupils performance as they apply to maintained schools and the opportunity to study for external qualifications in accordance with clause 29 (d);
(c) the admissions policy and arrangements for the school will be in accordance with admissions law, and the DfE Codes of Practice, as they apply to maintained schools;
(d) teachers' levels of pay and conditions of service for all employees will be the responsibility of the Academy Trust save that when entering into a contract of employment with any person the Academy Trust shall be bound by and act in accordance with such guidance as the Secretary of State may publish in relation to the maximum salary that may be paid to employees of Academies;
(e) there will be an emphasis on the needs of the individual pupils including pupils with special education needs (SEN), both those with and without statements of SEN;
(f) there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge;
(g) the Academy Trust shall as soon as reasonably practicable establish an appropriate mechanism for the receipt and management of donations and shall use reasonable endeavours to procure donations through that mechanism for the purpose of the objects

specified in the Articles.

Governance

13) The Academy will be governed by a governing body ("the Governing Body") who are the Directors of the company constituted under the Memorandum and Articles of the Academy Trust.

14) The Governing Body shall have regard to (but for the avoidance of doubt shall not be bound by) any guidance as to the governance of academies that the Secretary of State may publish.

Conduct

15) The Academy shall be conducted in accordance with:

a) the Memorandum and Articles, which shall not be amended by the Academy Trust without the written consent of the Secretary of State, such consent not to be unreasonably withheld;
b) all provisions by or under statute which confer rights or impose obligations on Academies including, without limitation, the independent schools standards prescribed under section 157 of the Education Act 2002 to the extent they apply to the Academy;
c) the terms of this Agreement.

Criminal Records Bureau Checks

16) The Academy shall comply with the requirements of the Education (Independent School Standards) (England) Regulations 2010 (or such other regulations as may for the time being be applicable) in relation to carrying out enhanced criminal records checks, obtaining enhanced criminal records certificates and making any further checks, as required and appropriate for members of staff, supply staff, individual Governors and the Chair of the Governing Body.

Pupils

17) The planned capacity of the Academy is 1480 in the age range 11 to 18, including a sixth form of 400 places. The Academy will be an all ability inclusive school whose requirements for:

a) the admission of pupils to the Academy are set out in Annex B to this Agreement;

b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;

c) pupil exclusions are set out in Annex D to this Agreement.

Designated Teacher for Looked After Children

17A) The Academy Trust will in respect of the Academy act in accordance with, and be bound by, all relevant statutory and regulatory provisions and have regard to any guidance and codes of practice issued pursuant to such provisions, as they apply at any time to a maintained school, relating to the designation of a person to manage the teaching and learning programme for children who are looked after by an LA and are registered pupils at the school. For the purpose of this clause, any reference to the governing body of a maintained school in such statutory and regulatory provisions, or in any guidance and code of practice issued pursuant to such provisions, shall be deemed to be references to the Governing Body of the Academy Trust.

Teachers and other staff

18) Subject to clause 19, the Academy Trust shall not employ anyone under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils ("specified work") who is not either:-

a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002; or

b) otherwise eligible to do specified work under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663), which for the purpose of this clause shall be construed as if the Academy were a maintained school.

19) Clause 18 does not apply to anyone who:

a) was transferred to the employment of the Academy Trust by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;

b) immediately prior to the transfer, was employed to do specified work; and

c) immediately prior to the transfer, was not:

(i) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and registered with full registration with the appropriate body, or

(ii) eligible to do specified work under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663)

("transferred staff member"). The Academy Trust shall use its best endeavours to ensure that any transferred staff member who undertakes specified work and does not meet the requirements of clause 18(a) or clause 18(b) meets such requirements as soon as possible.

20) The Academy Trust shall ensure that all teachers employed at the Academy have access to the Teachers Pension Scheme and, in so doing, will comply with the statutory provisions underlying the scheme.

21) The Academy Trust shall ensure that all employees at the Academy other than teachers have access to the Local Government Pension Scheme.

Curriculum, curriculum development and delivery and RE and collective worship

22) The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis in its secondary curriculum on Performing Arts and Maths and Computing.

23) The Academy Trust shall ensure that the broad and balanced curriculum includes English, Mathematics and Science.

24) The Academy Trust shall make provision for the teaching of religious education and for a daily act of collective worship at the Academy.

25) Where the Academy is designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010:

a) subject to clause 27, the Academy Trust shall ensure that provision is made for Religious Education to be given to all pupils at the Academy in accordance with the tenets of the specified religion or religious denomination of the Academy;
b) subject to clause 27, the Academy Trust shall comply with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school with a religious character or a voluntary

school, and as if references to ' the required collective worship' were references to collective worship in accordance with the tenets and practices of the specified religion or religious denomination of the Academy;

c) the Academy Trust shall ensure that the quality of Religious Education given to pupils at the Academy and the contents of the Academy's collective worship given in accordance with the tenets and practice of the specific religion or religious denomination are inspected. Such inspection shall be conducted by a person chosen by the Academy Trust and the Academy shall secure that such inspection shall comply with the requirements set out in any statutory provision and regulations as if the Academy were a foundation of voluntary school which has been designated under section 69(3) of the School Standards and Framework Act 1998 as having a religious character.

26) Where the Academy has not been designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998 or further to Section 6(8) of the Academies Act 2010:

a) subject to clause 27, the Academy Trust shall ensure that provision shall be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998;

b) subject to clause 27, the Academy Trust shall ensure that the Academy complies with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that the provisions of paragraph 4 of that Schedule do not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule, the Secretary of State's consent to such an application not to be unreasonably withheld or delayed.

27) Section 71(1) – (6) and (8) of the School Standards and Framework Act 1998 shall apply as if the Academy were a community, foundation or voluntary school, and as if references to "Religious Education" and to "Religious Worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clauses 25 or 26 as appropriate.

28) The Academy Trust shall have regard to any guidance issued by the Secretary of State on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children.

Assessment

29) The Secretary of State will notify the appropriate body for assessment purposes about the Academy.

a) The Academy Trust shall ensure that the Academy complies with any guidance issued by the Secretary of State from time to time to ensure that pupils take part in assessments and in teacher assessments of pupil's performance as they apply to maintained schools.

b) The Academy Trust shall report to any body on assessments under clause 29 as the Secretary of State shall prescribe and shall provide such information as may be required by that body as applies to maintained schools.

c) In respect of all Key Stages, the Academy Trust will submit the Academy to monitoring and moderation of its assessment arrangements as prescribed by the Secretary of State.

d) The Academy Trust may not offer courses at the Academy which lead to external qualifications, as defined in section 96 of the Learning and Skills Act 2000, unless the Secretary of State gives specific approval for such courses.

Exclusions Agreement

30) The Academy Trust shall, if invited to do so by an LA, enter into an agreement in respect of the Academy with that LA, which has the effect that where:

a) the Academy Trust admits a pupil to the Academy who has been permanently excluded from a maintained school, the Academy itself or another Academy with whom the LA has a similar agreement; or
b) the Academy Trust permanently excludes a pupil from the Academy

payment will flow between the Academy Trust and the LA in the same direction and for the same amount that it would, were the Academy a maintained school, under Regulations made under section 47 of the School Standards and Framework Act 1998 relating to the addition or deduction of a maintained school's budget following a permanent exclusion or the admission of a permanently excluded pupil. At the date of this Agreement, the applicable Regulation is Regulation 23 of the School Finance (England) Regulations 2008.

School Meals

31) The Academy Trust shall, if requested to do so by or on behalf of any pupils at the Academy, provide school lunches for those pupils unless it would be unreasonable for it to do so. Subject to the provisions of clause 32 charges may be levied for lunches, but the Academy Trust shall otherwise fund the cost of such school lunches from its GAG.

32) In relation to a pupil who is himself or whose parents are in receipt of benefits mentioned in section 512ZB of the Education Act 1996 (or equivalent provision governing the entitlement to free school lunches of pupils at maintained schools), the Academy Trust shall ensure that a school lunch is provided for such a pupil free of charge to be funded out of the Academy Trust's GAG.

Charging

33) Sections 402 (Obligation to enter pupils for public examinations), 450 - 457 (charges), 459 (regulations about information about charges and school hours) and 460 (voluntary contributions), 461 (recovery of sums as civil debt) - 462 (Interpretation re charges) of the Education Act 1996 shall be deemed to apply to the Academy with the following modifications:

a) references to any maintained school shall be treated as references to the Academy;
b) references to registered pupils shall be treated as references to registered pupils at the Academy;
c) references to the governing body or the local education authority shall, in each case, be treated as references to the Academy Trust;
d) the charging and remissions policies required to be determined under section 457, and any amendment thereto, shall require the approval of the Secretary of State; and
e) the Academy Trust may charge persons who are not registered pupils at the Academy for education provided or for facilities used by them at the Academy.

GRANTS TO BE PAID BY THE SECRETARY OF STATE

General

34) The Secretary of State shall pay grants towards capital and Recurrent Expenditure for the Academy. Except with the Secretary of State's prior agreement, the Academy Trust shall not budget for its expenditure in any Academy Financial Year in excess of expected income. The Academy Trust shall not enter into commitments which are likely to have substantial implications for future levels of grant, or for the period for which grant may be required. No decision by the Academy Trust shall commit the Secretary of State to paying any particular amount of grant.

35) "Recurrent Expenditure" means any expenditure on the establishment, conduct, administration and maintenance of the Academy which does not fall within the categories of capital expenditure set out at clause 36. The Secretary of State shall pay two separate and distinct grants in respect of Recurrent Expenditure: General Annual Grant ("GAG") and Earmarked Annual Grant ("EAG").

Capital Grant

36) "Capital Expenditure" means expenditure on:

a) the acquisition of land and buildings;
b) the erection, enlargement, improvement or demolition of any building including fixed plant, installation, wall, fence or other structure, or any playground or hard standing;
c) the installation of electrical, mechanical or other services;
d) the purchase of vehicles and other self-propelled mechanical equipment;
e) the installation and equipping of premises with furnishings and equipment, other than necessary replacements, repairs and maintenance due to normal wear and tear;
f) the installation and equipping of premises with computers, networking for computers, operating software and information and communication technology equipment, other than necessary updates or necessary replacements, repairs and maintenance due to normal wear and tear;
g) the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation;
h) works of a permanent character other than the purchase or replacement of minor day-to day items;
i) any major repairs or replacements which are specified as constituting capital expenditure in any grant letter relating to them;
j) such other items (whether of a like or dissimilar nature to any of the foregoing) of a

substantial or enduring nature as the Secretary of State may agree shall constitute capital expenditure for the purposes of this Agreement;

k) all professional fees properly and reasonably incurred in connection with the provision of any of the above;

l) VAT and other taxes payable on any of the above.

"Capital Grant" means grant paid to the Academy Trust in respect of Capital Expenditure.

37) Where the Academy is to open in new premises, or where existing premises are to be substantially refurbished or remodelled to enable the Academy to open in such premises, the Secretary of State, may, in his absolute discretion be responsible for meeting the incurred Capital Expenditure for that Academy. To that end, the Secretary of State will consider providing funding in accordance with any arrangements as he considers appropriate.

38) Any Capital Expenditure incurred in respect of the Academy on which Capital Grant payments are sought from the Secretary of State will require the specific prior written agreement of the Secretary of State, which agreement shall not be unreasonably withheld or delayed.

39) Any payment of Capital Grant to the Academy Trust under this Agreement is subject to the fulfilment of the following conditions:

a) such grants are used solely to defray expenditure approved by the Secretary of State;

b) the Academy Trust certifying and providing evidence that all planning and other consents necessary for the development and all related infrastructure to be completed have been obtained or put in place.

Arrangements for Payment of Capital Grant

40) Capital Grant will be paid by the Secretary of State to the Academy Trust on the basis of claims for grant submitted to the Secretary of State in the notified format with supporting invoices and certificates as required by the Secretary of State. Capital Grant will be paid within 21 days from the day on which a claim for grant is received if the claim is in the proper format, supported by the appropriate documentation and the conditions on its payment set out at clause 39 are complied with. If a dispute arises as to whether a claim is or is not acceptable both parties undertake to attempt to resolve it in good faith. In the event of such a dispute, the Secretary of State shall pay to the Academy Trust so much of the claim as shall not be in dispute.

Implementation Grant

41) "Implementation Grant" means payments towards Recurrent Expenditure incurred for the establishment of the Academy prior to it opening.

42) The Secretary of State may enter into an agreement with a third party ("Project Management Company") for the provision of project management services to assist in the establishment of the Academy. Where such an agreement has been entered into, the Secretary of State shall pay Implementation Grant to the Project Management Company in accordance with that agreement.

43) If the Secretary of State has indicated that Implementation Grant will be payable, the Academy Trust shall prepare and submit to the Secretary of State a budget showing expected Recurrent Expenditure to be incurred by the Academy Trust before the Academy opens and for which grant is sought. This budget must either be agreed to or modified by the Secretary of State as he considers appropriate ("Approved Implementation Budget")

44) Both parties recognise that as the project develops it may be necessary to revise individual costs in the Approved Implementation Budget and to move costs between budget headings in order to ensure that the project remains within its approved budget. Where the Academy Trust wishes to make such an adjustment of over £10,000, the reason for the change and a revised budget must be submitted to the Secretary of State for approval.

45) The Secretary of State will pay Implementation Grant to the Academy Trust on the basis of claims for grant submitted to the Secretary of State in accordance with the Approved Implementation Budget and in the notified format with supporting invoices, receipts and documents as required by the Secretary of State. If the grant claim is acceptable, the Secretary of State undertakes to pay the amount due within 21 days from the day on which it was received. If a dispute arises over whether a grant claim or part of it is acceptable, both parties undertake to attempt to resolve the dispute in good faith.

46) Any amount in the Approved Implementation Budget in respect of which the expenditure has not been incurred by the Academy Trust by the date on which the Academy opens will lapse and no Implementation Grant will be payable in respect of that part of the Approved Implementation Budget. Any amount of Implementation Grant which has been paid but remains unexpended on relevant expenditure by the date on which the Academy opens will, without prejudice to any other mode of recovery, be taken into

account in determining the total amount of grant to be paid to the Academy Trust after the Academy has opened. Any amount of Implementation Grant which is found to have been used on ineligible expenditure will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Academy Trust.

General Annual Grant

47) GAG will be paid by the Secretary of State to the Academy Trust in order to cover the normal running costs of the Academy. These will include, but are not limited to:

a) teachers' salaries and related costs (including full and part time teaching staff and seconded teachers);
b) non-teaching staff salaries and related costs (including pension contributions, educational support staff, administrative and clerical staff and manual and premises related staff);
c) employees' expenses;
d) the purchase, maintenance, repair and replacement:
    (i) of teaching and learning materials and other educational equipment, including books, stationery and ICT equipment and software, sports equipment and laboratory equipment and materials;
    (ii) of other supplies and services;
e) examination fees;
f) repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing, lighting etc); maintenance of grounds (including boundary fences and walls); cleaning materials and contract cleaning; water and sewage; fuel and light (including fuel oil, solid and other fuel, electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;
g) insurance;
h) medical equipment and supplies;
i) staff development (including in-service training);
j) curriculum development;
k) the costs of providing school meals for pupils (including the cost of providing free school meals to pupils who are eligible to receive them), and discretionary grants to pupils to meet the cost of pupil support, including support for pupils with special educational needs or disabilities (taking account of the fact that separate additional money will be available for pupils with statements of special educational needs);

l) administration;

m) establishment expenses and other institutional costs.

48) The GAG for each Academy Financial Year for the Academy will also include, payable on a basis equivalent to that applied to maintained schools:

a) funding for matters for which it is necessary for the Academy to incur extra costs, for as long as those costs are deemed necessary by the Secretary of State; and

b) payments in respect of further, specific grants made available to maintained schools, where the Academy meets the requisite conditions and criteria necessary for a maintained school to receive these grants.

49) The GAG for each Academy Financial Year for the Academy will also include, payable on a basis equivalent to that applied to maintained schools:

a) funding for matters for which it is necessary for the Academy to incur extra costs, for as long as those costs are deemed necessary by the Secretary of State; and

b) payments in respect of further, specific grants made available to maintained schools, where the Academy meets the requisite conditions and criteria necessary for a maintained school to receive these grants.

50) Subject to clause 51, the basis of the pupil number count for the purposes of determining GAG for an Academy Financial Year for the Academy will be, in the first year of conversion, the same basis as that used by the Local Authority for determining the budget share of the predecessor maintained school as adjusted by numbers counted in any subsequent Schools Census, as determined by the Secretary of State. In subsequent years the basis of the pupil count will be as determined by the Secretary of State.

51) Once the conditions specified in clause 52 have been satisfied with respect to the Academy for the Academy Financial Year for which funding is being calculated, the basis of the pupil number count for the purpose of determining GAG for the Academy will be:

a) for the pupil number count for pupils in Year 11 and below, the Schools Census for the January preceding the Academy Financial Year in question: and

b) for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers for pupils in Year 12 and above for the purpose of calculating their level of funding.

52) For the purpose of clause 51, the conditions are:

a) all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and
b) the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, which is 1480

c) The Secretary of State has determined that the basis shall be as provided for in Clause 51.

53) For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clause 50, no adjustment shall be made to the following Academy Financial Year's formula funding element of GAG to recognise variation from the pupil count basis used.

54) For any Academy Financial Year in which GAG for the Academy is calculated in accordance with clause 51, no adjustment will be made to the formula funding element in the following Academy Financial Year's formula funding element of GAG unless the Academy Trust demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on costs, such as an extra class. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the annual letter of funding.

55) The Secretary of State recognises that:

a) Where the Academy opens with an intake representing only a proportion of the final planned size of the Academy, payments based simply upon the number of pupils present are unlikely to be sufficient to meet the Academy's needs in the Academy Financial Years before all age groups are present at their planned size (the "Start-up Period") because of a lack of economies of scale. The Secretary of State may pay an appropriately larger GAG in the Start-up Period than would be justified solely on the basis of the methods set out in clauses 48-54, in order to enable the Academy to operate effectively;
b) Where the Academy opens with pupils transferred from one or more maintained schools which have closed, additional GAG resources may be required to take account of transitional costs including any costs associated with supporting the integration of pupils from the closed schools and, where necessary, to offer a dual curriculum. If the Secretary of State has indicated that such additional GAG will be

payable, the Academy Trust will make a bid for this addition to GAG based upon need and providing appropriate supporting evidence.

56) During the Start-up Period or during the period when year groups are present who have transferred from a predecessor school or schools, the Secretary of State will pay a further element of GAG additional to that calculated in accordance with the methods set out in clauses 48-54 to allow the Academy to:

a) purchase a basic stock of teaching and learning materials (including library books, text books, software, stationery, science equipment and equipment for physical education) and other consumable materials;
b) meet the costs associated with the recruitment and induction of additional teaching and other staff.

After the Start-up Period these costs will be met through the ordinary GAG.

57) The Secretary of State recognises that if he serves notice of intention to terminate this Agreement, the intake of new pupils during the notice period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Academy's needs during the notice period. The Secretary of State undertakes to pay a reasonable and appropriately larger GAG with respect to the Academy in the notice period than would be justified solely on the basis of the methods set out in clauses 48-54, in order to enable the Academy to operate effectively.

58) The Secretary of State also recognises that if this Agreement is terminated for any reason by either party the number of pupils at the Academy is likely to decline. In these circumstances both parties undertake to attempt to resolve issues arising from such termination in good faith and with the aim of protecting the interests and the education of the pupils at the Academy.

59) GAG paid by the Secretary of State shall only be spent by the Academy Trust towards the normal running costs of the Academy.

Earmarked Annual Grant

60) Earmarked Annual Grant ("EAG") shall be paid by the Secretary of State to the Academy Trust in respect of either recurrent or Capital Expenditure for such specific purposes as may from time to time be agreed between the Secretary of State and the Academy Trust

and as described in the relevant funding letter. The Academy Trust shall only spend EAG in accordance with the scope, terms and conditions of the grant set out in the relevant funding letter.

61) Where the Academy Trust is seeking a specific EAG in relation to any Academy Financial Year, it shall submit a letter outlining its proposals and the reasons for its request to Academies Division, Sanctuary Buildings, Great Smith Street, London SW1P 3BT.

Arrangements for Payment of GAG and EAG

62) The Secretary of State shall notify the Academy Trust at a date preceding the start of each Academy Financial Year of the GAG and EAG figures in respect of the Academy which, subject to Parliamentary approval, the Secretary of State plans for that Academy Financial Year and of the assumptions and figures on which these are based.

63) If GAG or EAG is calculated incorrectly due to a mistake of the Secretary of State then:

a) if this leads to an underpayment of GAG, the Secretary of State will correct the underpayment in subsequent Academy Financial Years;

b) if this leads to an overpayment of GAG, the Secretary of State reserves the right to recover any overpaid grant in subsequent Academy Financial Years, as appropriate, having considered all the relevant circumstances and taking into account any representations from the Academy Trust.

64) If GAG or EAG is calculated incorrectly because the Academy Trust provides incorrect information to the Secretary of State then;

a) if this leads to an underpayment of GAG, the Secretary of State may correct the underpayment in subsequent Academy Financial Years;
b) If this leads to an overpayment of GAG, the Secretary of State reserves the right to recover any overpaid grant in subsequent Academy Financial Years, as appropriate, having considered all the relevant circumstances and taking into account any representations from the Academy Trust.

65) The amounts of GAG for an Academy Financial Year will be determined annually by the Secretary of State. The amount of GAG for the Academy for the initial Academy Financial Year will be notified to the Academy Trust in a funding letter at a date

preceding that year. For subsequent years the amount of GAG will be notified to the Academy Trust in a funding letter not later than 1 April preceding that Academy Financial Year (the "Annual Letter of Funding"). The Annual Letter of Funding will not include the amount that the Academy Trust will receive in respect of grants for which information to enable timely calculation is not available or is incomplete, such grants will be notified as soon as practicable later in the year. Amounts of EAG will be notified to the Academy Trust wherever possible in the Annual Letter of Funding or as soon as practicable thereafter.

66) For the purposes of this Agreement, an Academy Financial Year shall be deemed to run from September to August, in order to align it to the school academic year. The Secretary of State undertakes to pay GAG in monthly instalments on or before the twenty fifth day of each month, each such instalment to fund the salaries and other payroll costs for the relevant month of all monthly paid employees and all other costs payable during the next following month. The detailed arrangements for payment will be set out in the Annual Letter of Funding.

Other relevant funding

67) Not used.

68) The Secretary of State may meet costs incurred by the Academy Trust in connection with the transfer of employees from any predecessor school under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Payment of grant in respect of such costs is to be agreed between the parties on a case by case basis and the Academy Trust shall not budget on the basis that it will receive any grant in respect of such costs unless it is specifically notified that such grant will be paid.

69) The Academy Trust may also receive funding from an LA in respect of the provision detailed in statements of SEN for pupils attending an Academy in accordance with the provisions of Section 483A of the Education Act 1996 and regulations made under that section. The Academy Trust shall ensure that all provision detailed in statements of SEN is provided for such pupils.

70) The Academy Trust may also receive grant funding for the Academy from the LA's Standards Fund. The extent of any grant funding received by the Academy Trust from the Local Authority may be equivalent to that which a Local Authority would pay to a maintained school using grant monies paid to it by the Secretary of State. Grants paid to the Academy Trust from the Standards Fund are not paid under this Agreement.

Financial and Accounting Requirements

71) The Academy Trust shall appoint an Accounting Officer and shall notify the Secretary of State of that appointment.

72) In relation to the use of grant paid to the Academy Trust by the Secretary of State, the Academy Trust shall abide by the requirements of and have regard to the guidance in the Academies Financial Handbook published by the DfE and amended from time to time, which sets out in detail provisions for the financial management of the Academy including guidance on financial systems and controls and accounting and reporting requirements, in so far as these are not inconsistent with any accounting and reporting requirements and guidance that it may be subject to by virtue of its being a charity.

73) The formal budget plan must be approved each Academy Financial Year by the Governing Body.

74) Any payment of grant by the Secretary of State in respect of the Academy is subject to his being satisfied as to the fulfilment by the Academy Trust of the following conditions:

a) in its conduct and operation it shall apply financial and other controls which conform to the requirements both of propriety and of good financial management;
b) arrangements have been made to maintain proper accounting records and that statements of income and expenditure and balance sheets may be produced in such form and frequency as the Secretary of State may from time to time reasonably direct;
c) In addition to the obligation to fulfil the statutory requirements referred to in sub-clause f) below, the Academy Trust shall prepare its financial statements, Directors' report, Annual Accounts and its Annual Return in accordance with the Statement of Recommended Practice as if the Academy Trust was a non-exempt Charity and/or in such form or manner as the Secretary of State may reasonably direct and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year;
d) A statement of the accounting policies used should be sent to the Secretary of State with the financial statements and should carry an audit report stating that, in the opinion of the auditors, the statements show a true and fair view of the Academy Trust's affairs and that the grants were used for the purposes intended;
e) the Academy Trust shall ensure that its accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of

State;

f) the Academy Trust prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 2006;

g) the Academy Trust shall publish on its website its Annual Accounts, Annual Report, Memorandum and Articles of Association, Funding Agreement and a list of the names of the Governors of the Academy Trust;

h) the Academy Trust insures or procures insurance by another person of its assets in accordance with normal commercial practice or under the terms of any subsisting leases in respect of the leasehold interest of the site upon which the Academy is situated.

75) In addition, and at his expense, the Secretary of State may instruct auditors to report to him on the adequacy and effectiveness of the accounting systems and internal controls maintained by the Academy Trust to standards determined by the Secretary of State and to make recommendations for improving the financial management of the Academy Trust.

76) The books of accounts and all relevant records, files and reports of the Academy Trust including those relating to financial controls, shall be open at all reasonable times to officials of the DfE and the National Audit Office and to contractors retained by the DfE or the National Audit Office for inspection or the carrying out of value for money studies; and the Academy Trust shall secure that those officials and contractors are given reasonable assistance with their enquiries. For the purposes of this clause 'relevant' means in any way relevant to the provision and use of grants provided by the Secretary of State under this Agreement.

77) The Academy Trust shall submit indicative budgets relating to the Academy to the Secretary of State by not later than 15 February before the start of each Academy Financial Year. Such budgets shall set out clearly the prospective income and expenditure of the Academy and shall differentiate, and give adequate details of:

a) a statement of expected income for that Academy Financial Year including cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital and revenue expenditure, distinguishing between income from public funds including the national lottery and income from other sources. Income from cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital expenditure will not be taken into account by the Secretary of State in the calculation of GAG;

b) a statement of proposed recurrent expenditure for that Academy Financial Year;

c) a statement of proposed capital expenditure for that Academy Financial Year.

78) At the beginning of any Academy Financial Year the Academy Trust may hold unspent GAG from previous Academy Financial Years amounting to such percentage (if any) as the Secretary of State may specify by notice in writing to the Academy Trust prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. The Academy Trust shall use such carried forward amount for such purpose, or subject to such restriction on its use, as the Secretary of State may specify by notice in writing to the Academy Trust.

79) Notwithstanding clause 78, any additional grant provided over and above that set out in clauses 48-54, and made in accordance with clauses 55-57 may be carried forward without limitation or deduction until the Start-up Period or the circumstances set out in clause 57 come to an end.

80) Any savings of GAG not allowed to be carried forward under clauses 78-79 will be taken into account in the payment of subsequent grant.

81) The Academy Trust may also accumulate funds from private sources or public sources other than grants from the Secretary of State for application to the benefit of the Academy as it sees fit. Any surplus arising from private sources or public sources other than grants from the Secretary of State shall be separately identified in the Academy Trust's balance sheet.

82) The Academy Trust shall not, in relation to assets or property funded (whether in whole or in part) by the Secretary of State, without the prior written consent of the Secretary of State which shall not be unreasonably withheld or delayed:

a) except such as are given in normal contractual relations, give any guarantees, indemnities or letters of comfort;

b) write off any debts or liabilities owed to it above a value to be set out in the annual letter of funding, nor offer to make any ex gratia payments;

c) make any sale or purchase of freehold property; or

d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.

82A) Grants paid by the Secretary of State shall only be used by the Academy Trust for purposes listed in Article 4(a) of the Articles. Such funds shall not be used by the Academy Trust for purposes listed in Article 4(b) of the Articles without the prior written consent of the Secretary of State except where the use of such funds for a charitable purpose set out in Article 4(b) is merely incidental to their use for the purposes set out in Article 4(a) of the Articles.

83) The Academy Trust shall provide 30 days notice to the Secretary of State, whether or not the circumstances require the Secretary of State's approval, of its intention to:

a) give any guarantees, indemnities or letters of comfort;
b) write off any debts owed to it or offer to make any ex gratia payments;
c) make any sale or purchase of freehold property; or
d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.

84) Each discovered loss of an amount exceeding the amount set out in the annual letter of funding, and arising from suspected theft or fraud, shall be reported by the Academy Trust to the Secretary of State at the earliest opportunity.

85) It is the responsibility of the Academy Trust to ensure that the Academy balances its budget from Academy Financial Year to Academy Financial Year. For the avoidance of doubt, this does not prevent the Academy Trust from:

a) carrying a surplus from one Academy Financial Year to the next; or
b) carrying forward from a previous Academy Financial Year or Academy Financial Years a sufficient surplus or sufficient cumulative surpluses on grants from the Secretary of State to meet an in-year deficit on such grants in a subsequent financial year; or
c) incurring an in-year deficit on funds from sources other than grants from the Secretary of State in any Academy Financial Year, provided it does not affect the Academy Trust's responsibility to ensure that the Academy balances its overall budget from Academy Financial Year to Academy Financial Year.

Borrowing Powers

86) The Academy Trust shall not borrow against or so as to put at risk property or assets funded (whether in whole or in part) by the Secretary of State without specific approval of the Secretary of State, such approval may only be granted in limited circumstances. The

Academy Trust shall not operate an overdraft except to cover irregularities in cash flow. Such an overdraft, and the maximum amount to be borrowed, shall require approval by the Academy Trust in General Meeting and in writing by the Secretary of State, and shall be subject to any conditions which the Secretary of State may reasonably impose.

87) The Academy Trust shall provide 30 days notice to the Secretary of State of its intention to borrow, whether or not such borrowing requires the Secretary of State's approval under clause 86 above.

Disposal of Assets

88) Where the Academy Trust acquires assets for a nil consideration or at an under value it shall be treated for the purpose of this Agreement as having incurred expenditure equal to the market value of those assets at the time that they were acquired. This provision shall not apply to assets transferred to the Academy Trust at nil or nominal consideration and which were previously used for the purposes of an Academy and/or were transferred from an LA, the value of which assets shall be disregarded.

89) The sale or disposal by other means, or reinvestment of proceeds from the disposal, of a capital asset by the Academy Trust shall require the consent of the Secretary of State, such consent not to be unreasonably withheld or delayed, where:

a) the Secretary of State paid capital grant in excess of £20,000 for the asset; or
b) the asset was transferred to the Academy Trust from an LA for no or nominal consideration.

90) Furthermore, reinvestment of a percentage of the proceeds of disposal of a capital asset paid for with a capital grant from the Secretary of State shall require the Secretary of State's consent in the circumstances set out above and reinvestment exceeding £1,000,000 or with other special features will be subject to Parliamentary approval. The percentage of the proceeds for which consent is needed is the percentage of the initial price of the asset which was paid by capital grant from the Secretary of State.

91) This clause applies in the event, during the lifetime of this Agreement, of the disposal of a capital asset for which capital grant of any amount was paid by the Secretary of State, where the asset was acquired by the Academy Trust. In this event, the Academy Trust shall repay to the Secretary of State the same proportion of the proceeds of the disposal as equates with the proportion of the original cost met by the Secretary of State, unless the Secretary of State agrees to some or all of the proceeds being retained by the Academy Trust for its charitable purposes.

92) This clause applies in the event, during the lifetime of this Agreement, that the Secretary of State consents to the disposal of an asset which was transferred to the Academy Trust from an LA for no or nominal consideration. In this event the Secretary of State may give consent on the basis that all or part of the proceeds of the disposal should be made over to the LA from which the asset was transferred, taking into account the amount of the proceeds to be reinvested by the Academy Trust. The Secretary of State will have regard to any representations from the Academy Trust and the LA from which the asset was transferred before giving consent under this clause.

93) Except with the consent of the Secretary of State, the Academy Trust shall not dispose of assets funded (whether in whole or in part) by the Secretary of State for a consideration less than the best price that can reasonably be obtained, such consent not to be unreasonably withheld or delayed.

94) The Academy Trust shall provide 30 days notice to the Secretary of State of its intention to dispose of assets for a consideration less than the best price that can reasonably be obtained, whether or not such disposal requires the Secretary of State's consent under clause 93 above.

TERMINATION

95) Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2018 or any subsequent anniversary of that date.

96) If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 10 of this Agreement or that the conditions and requirements set out in clauses 12-33 of this Agreement are not being met, or that the Academy Trust is otherwise in material breach of the provisions of this Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

97) Any such notice shall be in writing and shall:

a) state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 10 of this Agreement or is not meeting the conditions and requirements of clauses 12-33 of this Agreement or the Academy Trust is otherwise in material breach of the provisions of this Agreement;
b) specify the measures needed to remedy the situation or breach;

c) specify a reasonable date by which these measures are to be implemented; and

d) state the form in which the Academy Trust is to provide its response and a reasonable date by which it must be provided.

98) If no response is received by the date specified in accordance with clause 97(d), the Secretary of State may give the Academy Trust 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

99) If a response is received by the date specified in accordance with clause 97(d) the Secretary of State shall consider it, and any representations made by the Academy Trust, and shall, within three months of its receipt, indicate that:

a) he is content with the response and/or that the measures which he specified are being implemented; or

b) he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or

c) he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate this Agreement.

100) In the circumstances of clause 99(c) the Secretary of State shall notify the Academy Trust why he believes that he cannot be reasonably satisfied and, if so requested by the Academy Trust within thirty days from such notification, he shall meet a deputation including representatives from Governing Body to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 10 of this Agreement or does not and will not meet the conditions and requirements set out in clauses 12-33 of this Agreement or the Academy Trust is in material breach of the provisions of this Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Academy Trust twelve months written notice to terminate this Agreement.

101) If the Secretary of State has cause to serve a notice on the Academy Trust under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 100 may be shortened to a period deemed appropriate by the Secretary of State.

102) A "Special Measures Termination Event Occurs" when:

a) the Chief Inspector gives a notice to the Academy Trust in accordance with section 13(3) of the Education Act 2005 (the "Special Measures Notice") stating that in his opinion special measures are required to be taken in relation to the Academy; and
b) the Chief Inspector carries out a subsequent inspection of the Academy in accordance with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and
c) the Secretary of State shall have requested the Academy Trust to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Academy Trust proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and
d) the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Academy Trust is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.

103) If a Special Measures Termination Event occurs, the Secretary of State may:

a) by notice in writing to the Academy Trust terminate this Agreement forthwith; or
b) appoint such Further Governors to the Academy Trust as he thinks fit in accordance with the Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement.

104) In the event that the Secretary of State appoints Further Governors in accordance with clause 103(b), the Academy Trust must, upon the request of the Secretary of State, procure the resignation of the Governors appointed in accordance with the Article 50 of the Articles of Association.

105) The Secretary of State may at any time by notice in writing terminate this Agreement forthwith on the occurrence of any of the following events:-

a) the Academy Trust calls a meeting of its creditors (whether formal or informal) or enters into any composition or arrangement (whether formal or informal) with its creditors; or
b) the Academy Trust proposes a voluntary arrangement within Section 1 of the Insolvency Act 1986; or
c) the Academy Trust is unable to pay its debts within the meaning of Section 123 of the

Insolvency Act 1986 provided that, for the purposes of this clause, Section 123 (1)(a) of the Insolvency Act 1986 shall have effect as if the amount of £10,000 was substituted for £750. The Academy Trust shall not be deemed unable to pay its debts for the purposes of this clause if any such demand as is mentioned in the said Section is being contested in good faith by the Academy Trust; or

d) the Academy Trust has a receiver and manager (with the exception of Receivers and Managers or Interim Managers appointed by the Charity Commission under the Charities Act 1993 or any subsequent re-enactment of that Act), administrator or administrative receiver appointed over all or any part of its undertakings, assets or income; or

e) any distraint, execution or other process is levied or enforced on any of the Academy Trust's property and is not paid out, withdrawn or discharged within fifteen Business Days; or

f) the Academy Trust has passed a resolution for its winding up; or

g) an order is made for the winding up or administration of the Academy Trust.

106) The Academy Trust shall notify the Secretary of State as soon as possible after receiving any petition which may result in an order for the winding up or administration of the Academy Trust and shall provide an explanation to the Secretary of State of the circumstances giving rise to the service of such a petition.

107) If, following the exercise of the Secretary of State's powers to appoint Additional Governors or Further Governors, pursuant to the Articles of Association the Members pass an ordinary or special resolution to remove one or more of those Additional or Further Governors appointed by the Secretary of State, the Secretary of State may give the Academy Trust 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

108) The Secretary of State's right to terminate this Agreement under clause 107 shall cease if he removes any of the Additional Governors or Further Governors which he has appointed pursuant to the Articles of Association.

Effect of Termination

109) In the event of the termination of this Agreement however occurring the Secretary of State shall procure that his nominee (if any) shall resign as a member of the Academy Trust and shall co-operate in making any associated amendments to the Articles.

110) In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Section 1 of the Academies Act 2010.

111) Subject to clause 112, if the Secretary of State terminates this Agreement for reasons other than that a Special Measures Termination Event occurs, that the Academy no longer has the characteristics set out in clause 10 of this Agreement, or is no longer meeting the conditions and requirements set out in clauses 12-33 of this Agreement or that the Academy Trust is otherwise in material breach of the provisions of this Agreement, the Secretary of State shall indemnify the Academy Trust.

112) The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Academy Trust, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.

113) The categories of expenditure incurred by the Academy Trust in consequence of the termination of this Agreement in respect of which the Secretary of State shall indemnify the Academy Trust include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

114) Subject to clause 115, on the termination of this Agreement however occurring, the Academy Trust shall in respect of any of its capital assets at the date of termination:

a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later; or

b) if the Secretary of State confirms that a transfer under clause 114(a) is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.

115) The Secretary of State may waive in whole or in part the repayment due under clause 114(b) if:

a) The Academy Trust obtains his permission to invest the proceeds of sale for its charitable objects; or

b) The Secretary of State directs all or part of the repayment to be paid to the LA.

116) If any land or premises of the Academy were acquired by the Academy Trust from an LA by a scheme under Paragraph 1 of Schedule 1 of the Academies Act 2010 or otherwise at less than the market value of the land at the date of acquisition, and the Secretary of State does not make a scheme as provided for in Paragraph 6 of Schedule 1 of the Academies Act 2010, the Academy Trust may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Academy Trust and the LA from which the land was transferred before giving or withholding that consent.

GENERAL

Information

117) Without prejudice to any other provision of this Agreement, the Secretary of State acting reasonably may from time to time call for information on, inter alia, the Academy's:

a) curriculum;
b) arrangements for the assessment of pupils;
c) teaching staff including numbers, qualifications, experience, salaries, and teaching loads;
d) class sizes;
e) outreach work with other schools and the local community;
f) operation of the admission criteria and over subscription arrangements for the Academy including numbers of applications for places and the number and characteristics of pupils accepted for admission;
g) numbers of pupils excluded (including permanent and fixed term exclusions);
h) levels of authorised and unauthorised absence;
i) charging and remissions policies and the operation of those policies;
j) organisation, operation and building management;
k) financial controls; and

l) membership and proceedings of the Governing Body.

118) The Academy Trust shall make such information available to the Secretary of State, in such form and manner and at such times as may reasonably be required. The Secretary of State shall provide the Academy Trust with such information as it may reasonably require of him for the running of the Academy.

Access by the Secretary of State's Officers

119) The Academy Trust shall allow access to the premises of the Academy at any reasonable time to DfE officials. All records, files and reports relating to the running of the Academy shall be available to them at any reasonable time. The Academy Trust shall provide the Secretary of State in advance with papers relating to the Academy prepared for meetings of the Governing Body and of the members of the Academy Trust. Two DfE officials shall be entitled to attend and to speak at all such meetings, but shall withdraw from any discussion of the Academy's or the Academy Trust's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State. The Academy Trust shall take any steps which are required to secure its compliance with the obligations imposed by this clause of this Agreement.

120) The Academy Trust shall ensure that:

a) the agenda for every meeting of the Governing Body;
b) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
c) the signed minutes of every such meeting; and
d) any report, document or other paper considered at any such meeting,

are made available for inspection by any interested party at the Academy and, as soon as is reasonably practicable, sent to the Secretary of State.

121) There may be excluded from any item required to be made available for inspection by any interested party and to be sent to the Secretary of State by virtue of clause 120, any material relating to:

a) a named teacher or other person employed, or proposed to be employed, at the Academy;
b) a named pupil at, or candidate for admission to, the Academy; and
c) any matter which, by reason of its nature, the Academy Trust is satisfied should

remain confidential.

LAND

Restrictions on Land transfer

121A) The Academy Trust:

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 N as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 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, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

b) shall take any further steps required to ensure that the restriction referred to in clause 121A(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 121A(a) as soon as practicable after it receives notification from the Land Registry,

d) in the event that it has not registered the restriction referred to in clause 121A(a), hereby consents to the entering of the restriction referred to in 121A(a) in the register by the Secretary of State (under s. 43(1)(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 restriction entered in accordance with clause 121A(a) or 121A(d) above.

Notices

122) 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 Academy Trust at its registered office or such other addressee/address as may be notified in writing from time to time by the Academy Trust and, in the case of a notice or communication from the Academy Trust 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.

123) The service by the Secretary of State of a notice of termination of this Agreement shall not prejudice the ability of the Academy Trust (if it wishes to do so) during the notice period to admit pupils to the Academy in accordance with the provisions of this Agreement and to receive GAG and EAG in respect of them.

General

124) The Secretary of State and the Academy Trust recognise the difficulties in catering in this Agreement for all the circumstances which may arise in relation to the Academy and undertake in good faith to conduct such consultations as may from time to time be desirable in order to promote the interests of the Academy throughout the currency of this Agreement.

This Agreement was executed as a Deed on 1/9/ 2011

Executed on behalf of the Academy Trust by:

[Either

....

Director

In the presence of:

Witness..............................

Address..............................

Occupation.........................]

[Or

[redacted]

[redacted]

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

[redacted]

Duly Authorised

Single and Multi Model

THE COMPANIES ACT 2006

& COMPANIES (REGISTRATION) REGULATIONS 2008 (SI 2008/3014)

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

COTHAM SCHOOL

Single and Multi Model

THE COMPANIES ACT 2006

& COMPANIES (REGISTRATION) REGULATIONS 2008 (SI 2008/3014)

SCHEDULE 2

A COMPANY LIMITED BY GUARANTEE

Regulation 2(b)

MEMORANDUM OF ASSOCIATION OF

COTHAM SCHOOL

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber *Authentication by each subscriber*

Name: Signature:

Nancy Copplestone [redacted]

Name: Signature:

William Greenslade [redacted]

Name: Sig[redacted]

David Yorath

Dated 20 JULY 2011

A763

Single Academy

2011

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

COTHAM SCHOOL

COMPANY NUMBER: 07732888

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

COTHAM SCHOOL

INTERPRETATION

1. In these Articles:-

a. "the Academy" means the school referred to in Article 4 and established by the Academy Trust;

b. "Academy Financial Year" means the academic year from 1st of September to 31st of August in any year;

c. "the Academy Trust" means the company intended to be regulated by these Articles and referred to in Article 2;

d. "Additional Governors" means the Governors appointed pursuant to Article 62 and 62A;

e. "the Articles" means these Articles of Association of the Academy Trust;

f. "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;

g. "clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;

h. "financial expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

i. "Funding Agreement" means the agreement made under section 1 of the Academies Act 2010 between the Academy Trust and the Secretary of State to establish the Academy;

j. "Further Governors" means the Governors appointed pursuant to Article 63;

k. "the Governors" means the directors of the Academy Trust (and "Governor" means any one of those directors), subject to the definition of this term at Article 6.9(b) in relation to Articles 6.2-6.9;

l. "Headteacher" means the head teacher of the Academy;

m. "the LA" means the local authority covering the area in which the Academy is situated;

n. "the LA Governor" means the Governor who may be appointed pursuant to Article 51;

o. "Local Authority Associated Persons" means any person associated with any local authority within the meaning given in section 69 of the Local Government and Housing Act 1989;

p. "Member" means a member of the Academy Trust and someone who as such is bound by the undertaking contained in Article 8 (and "Membership" means a Member's membership of the Academy Trust);

q. "the Memorandum" means the Memorandum of Association of the Academy Trust;

r. "Office" means the registered office of the Academy Trust;

s. "the Parent Governors" means the Governors appointed pursuant to Articles 53 to 58 inclusive;

t. "Principal Regulator" means the body or person appointed as the Principal Regulator under the Charities Act 2006;

u. "the seal" means the common seal of the Academy Trust if it has one;

v. "Secretary" means the secretary of the Academy Trust or any other person appointed to perform the duties of the secretary of the Academy Trust, including a joint, assistant or deputy secretary;

w. "Secretary of State" means the Secretary of State for Education or successor;

x. "Staff Governor" means an employee of the Academy Trust who may be appointed as a Governor pursuant to Article 50A;

y. "teacher" means a person employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at the Academy;

z. "the United Kingdom" means Great Britain and Northern Ireland;

aa. words importing the masculine gender only shall include the feminine gender. Words importing the singular number shall include the plural number, and vice versa;

bb. subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate;

cc. any reference to a statute or statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto.

2. The company's name is Cotham School (and in this document it is called **"the Academy Trust"**).

3. The Academy Trust's registered office is to be situated in England and Wales.

OBJECT

4. The Academy Trust's object (**"the Object"**) is specifically restricted to the following:-

(a) to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing a school offering a broad and balanced curriculum ("the Academy"); and

(b) to promote for the benefit of the inhabitants of Bristol and the surrounding area the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.

5. In furtherance of the Object but not further or otherwise the Academy Trust may exercise the following powers:-

(a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Academy Trust;

(b) to raise funds and to invite and receive contributions provided that in raising funds the Academy Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

(c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

(d) subject to Article 6 below to employ such staff, as are necessary for the proper pursuit of the Object and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;

(e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Object;

(f) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Object and to exchange information and advice with them;

(g) to pay out of funds of the Academy Trust the costs, charges and expenses of and incidental to the formation and registration of the Academy Trust;

(h) to establish, maintain, carry on, manage and develop the Academy at Cotham Lawn Road, Cotham, Bristol, BS6 6DT;

(i) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;

(j) to provide educational facilities and services to students of all ages and the wider community for the public benefit;

(k) to carry out research into the development and application of new techniques in education in particular in relation to the areas of curricular specialisation of the Academy and to its approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils in academies;

(l) subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Academy Trust to borrow and raise money for the furtherance of the Object in such manner and on such security as the Academy Trust may think fit;

(m) to deposit or invest any funds of the Academy Trust not immediately required for the furtherance of its Object(but to invest only after obtaining such advice from a financial expert as the Governors consider necessary and having regard to the suitability of investments and the need for diversification);

(n) to delegate the management of investments to a financial expert, but only on terms that:

(i) the investment policy is set down in writing for the financial expert by the Governors;
(ii) every transaction is reported promptly to the Governors;
(iii) the performance of the investments is reviewed regularly with the Governors;
(iv) the Governors are entitled to cancel the delegation arrangement at any time;
(v) the investment policy and the delegation arrangement are reviewed at least once a year;
(vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt; and
(vii) the financial expert must not do anything outside the powers of the Governors.

(o) to arrange for investments or other property of the Academy Trust to be held in the name of a nominee company acting under the control of the Governors or of a financial expert acting under their instructions, and to pay any reasonable fee required;

(p) to provide indemnity insurance to cover the liability of Governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Academy Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Governors in their capacity as Governors;

(q) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy Trust;

(r) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Object.

INCOME AND PROPERTY

6.1 The income and property of the Academy Trust shall be applied solely towards the promotion of the Object.

6.2 None of the income or property of the Academy Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Academy Trust. Nonetheless a member of the Academy Trust who is not also a Governor may:

a) benefit as a beneficiary of the Academy Trust;

b) be paid reasonable and proper remuneration for any goods or services supplied to the Academy Trust;

c) be paid rent for premises let by the member of the Academy Trust if the amount of the rent and other terms of the letting are reasonable and proper; and

d) be paid interest on money lent to the Academy Trust at a reasonable and proper rate, such rate not to exceed 2% per annum below the base lending rate of a UK clearing bank selected by the Governors, or

0.5%, whichever is the higher.

6.3 A Governor may benefit from any indemnity insurance purchased at the Academy Trust's expense to cover the liability of the Governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Academy Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Governors in their capacity as directors of the Academy Trust.

6.4 A company, which has shares listed on a recognised stock exchange and of which any one Governor holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Academy Trust.

6.5 A Governor may at the discretion of the Governors be reimbursed from the property of the Academy Trust for reasonable expenses properly incurred by him or her when acting on behalf of the Academy Trust, but excluding expenses in connection with foreign travel.

6.6 No Governor may:

(a) buy any goods or services from the Academy Trust;

(b) sell goods, services, or any interest in land to the Academy Trust;

(c) be employed by or receive any remuneration from the Academy Trust (other than the Headteacher whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8)

(d) receive any other financial benefit from the Academy Trust;

unless:

(i) the payment is permitted by Article 6.7 and the Governors follow the procedure and observe the conditions set out in Article 6.8; or

(ii) the Governors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

6.7 Subject to Article 6.8, a Governor may:

a) receive a benefit from the Academy Trust in the capacity of a beneficiary of the Academy Trust.

b) be employed by the Academy Trust or enter into a contract for the supply of goods or services to the Academy Trust, other than for acting as a Governor.

c) receive interest on money lent to the Academy Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Governors, or 0.5%, whichever is the higher.

d) receive rent for premises let by the Governor to the Academy Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

6.8 The Academy Trust and its Governors may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:

(a) the remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances.

(b) the Governor is absent from the part of any meeting at which there is discussion of:

i) his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or

ii) his or her performance in the employment, or his or her performance of the contract; or

iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.7; or

iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7.

(c) the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting.

(d) save in relation to employing or contracting with the Headteacher (a Governor pursuant to Articles 46 and 52) the other Governors are satisfied that it is in the interests of the Academy Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against the disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest).

(e) the reason for their decision is recorded by the Governors in the minute book.

(f) a majority of the Governors then in office have received no such payments or benefit.

6.8A The provision in clause 6.6 (c) that no Governor may be employed by or receive any remuneration from the Academy Trust (other than the Headteacher) does not apply to an existing employee of the Academy Trust who is subsequently elected or appointed as a Governor save that this clause shall only allow such a Governor to receive remuneration or benefit from the Academy Trust in his capacity as an employee of the Academy Trust and provided that the procedure as set out in Articles 6.8(b)(i), (ii) and 6.8 (c) is followed.

6.9 In Articles 6.2-6.9:

(a) "Academy Trust" shall include any company in which the Academy Trust:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the board of the company.

(b) "Governor" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the governor or any person living with the governor as his or her partner

(c) the employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:

(i) a partner;

(ii) an employee;

(iii) a consultant;

(iv) a director;

(v) a member; or

(v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

7. The liability of the members of the Academy Trust is limited.

8. Every member of the Academy Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Academy Trust's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Academy Trust's debts and liabilities before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

9. If the Academy Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Academy Trust, but shall be given or transferred to some other charity or charities having objects similar to the Object which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Academy Trust by Article 6 above, chosen by the members of the Academy Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.

10. No alteration or addition shall be made to or in the provisions of the Articles

without the written consent of the Secretary of State.

11. No alteration or addition shall be made to or in the provisions of the Articles which would have the effect (a) that the Academy Trust would cease to be a company to which section 60 of the Companies Act 2006 applies; or (b) that the Academy Trust would cease to be a charity.

MEMBERS

12. The Members of the Academy Trust shall comprise

   a. the signatories to the Memorandum;[1]

   b. 1 person appointed by the Secretary of State, in the event that the Secretary of State appoints a person for this purpose;

   c. the chair of the Governors;

   d. the vice-chair of the Governors;

   e. the chairs of the following committees (or such other name as the committee may be known);

      i. the finance and general purposes committee;

      ii. the learning and well being committee; and

      iii. the personnel and training committee;

   f. any person appointed under Article 16;

13. Each of the persons entitled to appoint Members in Article 12 shall have the right from time to time by written notice delivered to the Office to remove any Member appointed by them and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.

14. If any of the persons entitled to appoint Members in Article 12:

   a) in the case of an individual, die or become legally incapacitated;

   b) in the case of a corporate entity, cease to exist and are not replaced

---

[1] There must be no less than 3 signatories to the Memorandum of Association.

by a successor institution; or

c) becomes insolvent or makes any arrangement or composition with their creditors generally

their right to appoint Members under these Articles shall vest in the remaining Members.

15. Membership will terminate automatically if:

a) a Member (which is a corporate entity) ceases to exist and is not replaced by a successor institution;

b) a Member (which is an individual) dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or

c) a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally.

16. The Members may agree unanimously in writing to appoint such additional Members as they think fit and may unanimously (save that the agreement of the Member(s) to be removed shall not be required) in writing agree to remove any such additional Members.

17. Every person nominated to be a Member of the Academy Trust shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.

18. Any Member may resign provided that after such resignation the number of Members is not less than three. A Member shall cease to be one immediately on the receipt by the Academy Trust of a notice in writing signed by the person or persons entitled to remove him under Articles 13 or 16 provided that no such notice shall take effect when the number of Members is less than three unless it contains or is accompanied by the appointment of a replacement Member.

GENERAL MEETINGS

19. The Academy Trust shall hold an Annual General Meeting each year in

addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Academy Trust and that of the next. Provided that so long as the Academy Trust holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Governors shall appoint. All meetings other than Annual General Meetings shall be called General Meetings.

20. The Governors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with that Act. If there are not within the United Kingdom sufficient Governors to call a general meeting, any Governor or any Member of the Academy Trust may call a general meeting.

NOTICE OF GENERAL MEETINGS

21. General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote and together representing not less than 90% of the total voting rights at that meeting.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall also state that the Member is entitled to appoint a proxy.

The notice shall be given to all the Members, to the Governors and auditors.

22. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS.

23. No business shall be transacted at any meeting unless a quorum is present. A Member counts towards the quorum by being present either in person or by proxy. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy of a Member or a duly authorised representative

of a Member organisation shall constitute a quorum.

24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Governors may determine.

25. The chair, if any, of the Governors or in his absence some other Governor nominated by the Governors shall preside as chair of the meeting, but if neither the chair nor such other Governor (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Governors present shall elect one of their number to be chair and, if there is only one Governor present and willing to act, he shall be the chair.

26. If no Governor is willing to act as chair, or if no Governor is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair.

27. A Governor shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.

28. The chair may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

29. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Act 2006, a poll may be demanded:-

(a) by the chair; or

(b) by at least two Members having the right to vote at the meeting; or

(c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

30. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

32. A poll shall be taken as the chair directs and he may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. A poll demanded on the election of the chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

34. No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time, date and place at which the poll is to be taken.

35. A resolution in writing agreed by such number of Members as required if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general meeting duly convened and held provided that a copy of the proposed resolution has been sent to every Member. The resolution may

consist of several instruments in the like form each agreed by one or more Members.

VOTES OF MEMBERS

36. On the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

37. Not used.

38. No Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Academy Trust have been paid.

39. No objections shall be raised to the qualification of any person to vote at any general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

40. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve) -.

"I/We, ..., of ...., being a Member/Members of the above named Academy Trust, hereby appoint ...... of ......, or in his absence, ... of ...., as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Academy Trust to be held on .....20[ ], and at any adjournment thereof.

Signed on ..... 20[ ]'

41. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve)-

"I/We, ..., of ...., being a Member/Members of the above-named Academy Trust, hereby appoint .... of ...., or in his absence, ... of ......, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Academy Trust, to be held on .... 20[ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for * against

Resolution No. 2 *for * against.

- Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on .... 20[ ]"

42. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Governors may -

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Academy Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;

(c)where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Governor;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous

determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Academy Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

44. Any organisation which is a Member of the Academy Trust may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Academy Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Academy Trust.

GOVERNORS

45. The number of Governors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

46. Subject to Articles 48-49 and 64, the Academy Trust shall have the following Governors:

a. up to 7 Community Governors, appointed under Article 50;

b. 3 Staff Governors, (which must include one teacher and one member of support staff), appointed under Article 50A;

c. up to 1 LA Governor if appointed under Article 51;

d. a minimum of 2 Parent Governors appointed under Articles 53-58;

e. the Headteacher;

f. any Additional Governors, if appointed under Article 62, 62A or 68A; and

g. any Further Governors, if appointed under Article 63 or Article 68A;

47. The Academy Trust may also have any Co-opted Governor appointed under Article 59.

48. The first Governors shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006. The governors of the predecessor school as at 31 August 2011 shall, subject to Articles 66 to 79, be the initial Governors and their terms of office shall expire as and when they would have expired had they remained as members of the governing body of the predecessor school. Elected parent governors and elected staff governors of the predecessor school shall be deemed to have been elected for the purposes of these articles and the Members shall be entitled to resolve to designate the relevant category under Article 46 to which a Governor will be assigned.

49. Future Governors shall be appointed or elected, as the case may be, under these Articles. Where it is not possible for such a Governor to be appointed or elected due to the fact that an Academy has not yet been established or the Headteacher has not been appointed, then the relevant Article or part thereof shall not apply.

APPOINTMENT OF GOVERNORS

50. The Board of Governors may appoint up to 7 Community Governors. The Governors may not appoint an employee of the Academy Trust as a Community Governor.

50A. The total number of Governors (including the Head) who are employees of the Academy Trust shall not exceed one third of the total number of Governors. The Staff Governors shall be elected by the staff at the Academy. A Staff Governor must be a member of staff at the time when he is elected. If a Staff Governor ceases to be a member of staff then he shall be deemed to have resigned and shall cease to be Governor. The Governing Body shall make all necessary arrangements for, and determine all other matters relating to, an election of Staff Governors.

51. The LA may appoint the LA Governor.

52. The Headteacher shall be treated for all purposes as being an ex officio Governor.

53. Subject to Article 57, the Parent Governors shall be elected by parents of registered pupils at the Academy. A Parent Governor must be a parent of a

pupil at the Academy at the time when he is elected.

54. The Governing Body shall make all necessary arrangements for, and determine all other matters relating to, an election of Parent Governors, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of Parent Governors which is contested shall be held by secret ballot.

55. The arrangements made for the election of a Parent Governor shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy Trust by a registered pupil at the Academy.

56. Where a vacancy for a Parent Governor is required to be filled by election, the Governing Body shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.

57. The number of Parent Governors required shall be made up by Parent Governors appointed by the Governing Body if the number of parents standing for election is less than the number of vacancies.

58. In appointing a Parent Governor the Governing Body shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

CO-OPTED GOVERNORS

59. The Governors may appoint up to 3 Co-opted Governors. A 'Co-opted Governor' means a person who is appointed to be a Governor by being co-opted by Governors who have not themselves been so appointed. The Governors may not co-opt an employee of the Academy Trust as a Co-opted Governor if thereby the number of Governors who are employees of the Academy Trust would exceed one third of the total number of Governors (including the Headteacher).

APPOINTMENT OF ADDITIONAL GOVERNORS

60. The Secretary of State may give a warning notice to the Governors where he is satisfied—

i) that the standards of performance of pupils at the Academy are unacceptably low, or

ii) that there has been a serious breakdown in the way the Academy is managed or governed, or

iii) that the safety of pupils or staff of the Academy is threatened (whether by a breakdown of discipline or otherwise).

61. For the purposes of Article 60 a 'warning notice' is a notice in writing by the Secretary of State to the Academy Trust delivered to the Office setting out—

a) the matters referred to in Article 60;

b) the action which he requires the Governors to take in order to remedy those matters; and

c) the period within which that action is to be taken by the Governors ('the compliance period').

62. The Secretary of State may appoint such Additional Governors as he thinks fit if the Secretary of State has:

a) given the Governors a warning notice in accordance with Article 60 ; and

b) the Governors have failed to comply, or secure compliance, with the notice to the Secretary of State's satisfaction within the compliance period.

62A The Secretary of State may also appoint such Additional Governors where following an Inspection by the Chief Inspector in accordance with the Education Act 2005 (an "Inspection") the Academy Trust receives an Ofsted grading (being a grade referred to in The Framework for School Inspection or any modification or replacement of that document for the time being in force) which amounts to a drop, either from one Inspection to the next Inspection or between any two Inspections carried out within a 5 year period, of two Ofsted grades. For the purposes of the foregoing the grade received by Cotham School (a community school) shall be regarded as the grade received by the Academy.

63. The Secretary of State may also appoint such Further Governors as he thinks fit if a Special Measures Termination Event (as defined in the Funding Agreement) occurs in respect of the Academy.

64. Within 5 days of the Secretary of State appointing any Additional or Further Governors in accordance with Articles 62, 62A or 63, any Governors appointed under Article 50 and holding office immediately preceding the appointment of such Governors, shall resign immediately and the Members' power to appoint Governors under Article 50 shall remain suspended until the Secretary of State removes one or more of the Additional or Further Governors.

TERM OF OFFICE

65. The term of office for any Governor shall be 4 years, save that this time limit shall not apply to the Headteacher. Subject to remaining eligible to be a particular type of Governor, any Governor may be re-appointed or re-elected.

RESIGNATION AND REMOVAL

66. A Governor shall cease to hold office if he resigns his office by notice to the Academy Trust (but only if at least three Governors will remain in office when the notice of resignation is to take effect).

67. A Governor shall cease to hold office if he is removed by the person or persons who appointed him. This Article does not apply in respect of a Parent Governor.

68. Where a Governor resigns his office or is removed from office, the Governor or, where he is removed from office, those removing him, shall give written notice thereof to the Secretary.

68A. Where an Additional or Further Governor appointed pursuant to Articles 62, 62A or 63 ceases to hold office as a Governor for any reason, other than being removed by the Secretary of State, the Secretary of State shall be entitled to appoint an Additional or Further Governor in his place.

DISQUALIFICATION OF GOVERNORS

69. No person shall be qualified to be a Governor unless he is aged 18 or over at

the date of his election or appointment. No current pupil of the Academy shall be a Governor.

70. A Governor shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.

71. A Governor shall cease to hold office if he is absent without the permission of the Governors from all their meetings held within a period of six months and the Governors resolve that his office be vacated.

72. A person shall be disqualified from holding or continuing to hold office as a Governor if—

a) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or

b) he is the subject of a bankruptcy restrictions order or an interim order.

73. A person shall be disqualified from holding or continuing to hold office as a Governor at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

74. A Governor shall cease to hold office if he ceases to be a Governor by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

75. A person shall be disqualified from holding or continuing to hold office as a Governor if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.

76. A person shall be disqualified from holding or from continuing to hold office as a Governor at any time when he is:

a) included in the list kept by the Secretary of State under section 1 of the

Protection of Children Act 1999; or

b) disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or

c) barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006)

77. A person shall be disqualified from holding or continuing to hold office as a Governor if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.

78. A person shall be disqualified from holding or continuing to hold office as a Governor where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 72 of the Charities Act 1993.

79. After the Academy has opened, a person shall be disqualified from holding or continuing to hold office as a Governor if he has not provided to the chair of the Governors a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chair or the Headteacher confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

80. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Governor; and he is, or is proposed, to become such a Governor, he shall upon becoming so disqualified give written notice of that fact to the Secretary.

81. Articles 69 to 80 and Articles 98-99 also apply to any member of any committee of the Governors who is not a Governor.

SECRETARY TO THE GOVERNORS

82. The Secretary shall be appointed by the Governors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. The Secretary shall not be a Governor or the Headteacher. Notwithstanding this Article, the Governors may, where the Secretary fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Secretary for the purposes of that meeting.

CHAIR AND VICE-CHAIR OF THE GOVERNORS

83. The Governors shall each school year, at their first meeting in that year, elect a chair and a vice-chair from among their number. A Governor who is employed by the Academy Trust shall not be eligible for election as chair or vice-chair.

84. Subject to Article 85, the chair or vice-chair shall hold office as such until his successor has been elected in accordance with Article 86.

85. The chair or vice-chair may at any time resign his office by giving notice in writing to the Secretary. The chair or vice-chair shall cease to hold office if—

a) he ceases to be a Governor;

b) he is employed by the Academy Trust;

c) he is removed from office in accordance with these Articles; or

d) in the case of the vice-chair, he is elected in accordance with these Articles to fill a vacancy in the office of chair.

86. Where by reason of any of the matters referred to in Article 85, a vacancy arises in the office of chair or vice-chair, the Governors shall at their next meeting elect one of their number to fill that vacancy.

87. Where the chair is absent from any meeting or there is at the time a vacancy in the office of the chair, the vice-chair shall act as the chair for the purposes of the meeting.

88. Where in the circumstances referred to in Article 87 the vice-chair is also absent from the meeting or there is at the time a vacancy in the office of vice-chair, the Governors shall elect one of their number to act as a chair for the

purposes of that meeting, provided that the Governor elected shall not be a person who is employed by the Academy Trust.

89. The Secretary shall act as chair during that part of any meeting at which the chair is elected.

90. Any election of the chair or vice-chair which is contested shall be held by secret ballot.

91. The Governors may remove the chair or vice-chair from office in accordance with these Articles.

92. A resolution to remove the chair or vice-chair from office which is passed at a meeting of the Governors shall not have effect unless—

a) it is confirmed by a resolution passed at a second meeting of the Governors held not less than fourteen days after the first meeting; and

b) the matter of the chair's or vice-chair's removal from office is specified as an item of business on the agenda for each of those meetings.

93. Before the Governors resolve at the relevant meeting on whether to confirm the resolution to remove the chair or vice-chair from office, the Governor or Governors proposing his removal shall at that meeting state their reasons for doing so and the chair or vice-chair shall be given an opportunity to make a statement in response.

POWERS OF GOVERNORS

94. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Academy Trust shall be managed by the Governors who may exercise all the powers of the Academy Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Governors by the Articles and a meeting of Governors at which a quorum is present may exercise all the powers exercisable by the Governors.

95. In addition to all powers hereby expressly conferred upon them and without

detracting from the generality of their powers under the Articles the Governors shall have the following powers, namely:

a) to expend the funds of the Academy Trust in such manner as they shall consider most beneficial for the achievement of the Object and to invest in the name of the Academy Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Object; and

b) to enter into contracts on behalf of the Academy Trust.

96. In the exercise of their powers and functions, the Governors may consider any advice given by the Headteacher and any other executive officer.

97. Any bank account in which any money of the Academy Trust is deposited shall be operated by the Governors in the name of the Academy Trust. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Governors.

CONFLICTS OF INTEREST

98. Any Governor who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Governor shall disclose that fact to the Governors as soon as he becomes aware of it. A Governor must absent himself from any discussions of the Governors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy Trust and any duty or personal interest (including but not limited to any Personal Financial Interest).

99. For the purpose of Article 98, a Governor has a Personal Financial Interest in the employment or remuneration of, or the provision of any other benefit to, that Governor as permitted by and as defined by articles **6.5-6.9** .

THE MINUTES

100. The minutes of the proceedings of a meeting of the Governors shall be drawn up and entered into a book kept for the purpose by the person acting as Secretary for the purposes of the meeting; and shall be signed (subject to the

approval of the Governors) at the same or next subsequent meeting by the person acting as chair thereof. The minutes shall include a record of:

a) all appointments of officers made by the Governors; and

b) all proceedings at meetings of the Academy Trust and of the Governors and of committees of Governors including the names of the Governors present at each such meeting.

COMMITTEES

101. Subject to these Articles, the Governors may establish any committee. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Governors. The establishment, terms of reference, constitution and membership of any committee of the Governors shall be reviewed at least once in every twelve months. The membership of any committee of the Governors may include persons who are not Governors, provided that a majority of members of any such committee shall be Governors. The Governors may determine that some or all of the members of a committee who are not Governors shall be entitled to vote in any proceedings of the committee. No vote on any matter shall be taken at a meeting of a committee of the Governors unless the majority of members of the committee present are Governors.

DELEGATION

102. The Governors may delegate to any Governor, committee, the Headteacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the Governors may impose and may be revoked or altered.

103. Where any power or function of the Governors is exercised by any committee, any Governor, Headteacher or any other holder of an executive office, that person or committee shall report to the Governors in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Governors immediately following the taking of the action or the making of the decision.

HEADTEACHER

104. The Governors shall appoint the Headteacher. The Governors may delegate such powers and functions as they consider are required by the Headteacher for the internal organisation, management and control of the Academy (including the implementation of all policies approved by the Governors and for the direction of the teaching and curriculum at the Academy).

MEETINGS OF THE GOVERNORS

105. Subject to these Articles, the Governors may regulate their proceedings as they think fit.

106. The Governors shall hold at least three meetings in every school year. Meetings of the Governors shall be convened by the Secretary. In exercising his functions under this Article the Secretary shall comply with any direction—

a) given by the Governors; or

b) given by the chair of the Governors or, in his absence or where there is a vacancy in the office of chair, the vice-chair of the Governors, so far as such direction is not inconsistent with any direction given as mentioned in (a).

107. Any three Governors may, by notice in writing given to the Secretary, requisition a meeting of the Governors; and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.

108. Each Governor shall be given at least seven clear days before the date of a meeting –

a) notice in writing thereof, signed by the Secretary, and sent to each Governor at the address provided by each Governor from time to time; and

b) a copy of the agenda for the meeting;

provided that where the chair or, in his absence or where there is a vacancy in the office of chair, the vice-chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

109. The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

110. A resolution to rescind or vary a resolution carried at a previous meeting of the Governors shall not be proposed at a meeting of the Governors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

111. A meeting of the Governors shall be terminated forthwith if—

(a) the Governors so resolve; or

(b) the number of Governors present ceases to constitute a quorum for a meeting of the Governors in accordance with Article 114 , subject to Article 116 .

112. Where in accordance with Article 111 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.

113. Where the Governors resolve in accordance with Article 111 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Governors shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Secretary to convene a meeting accordingly.

114. Subject to Article 116 the quorum for a meeting of the Governors, and any vote on any matter thereat, shall be any three Governors, or, where greater, any one third (rounded up to a whole number) of the total number of Governors holding office at the date of the meeting. If the Secretary of State has appointed Additional or Further Governors then a majority of the quorum must be made up of Additional or Further Governors.

115. The Governors may act notwithstanding any vacancies in their number, but, if the numbers of Governors is less than the number fixed as the quorum, the continuing Governors may act only for the purpose of filling vacancies or of calling a general meeting.

116. The quorum for the purposes of—

   a. appointing a Parent Governor under Article 57;

   b. any vote on the removal of a Governor in accordance with Article 67;

   c. any vote on the removal of the chair of the Governors in accordance with Article 91;

   shall be any two-thirds (rounded up to a whole number) of the persons who are at the time Governors entitled to vote on those respective matters.

117. Subject to these Articles, every question to be decided at a meeting of the Governors shall be determined by a majority of the votes of the Governors present and voting on the question. Every Governor shall have one vote.

118. Subject to Article 114-116, where there is an equal division of votes, the chair of the meeting shall have a casting vote in addition to any other vote he may have.

119. The proceedings of the Governors shall not be invalidated by

   a. any vacancy among their number; or

   b. any defect in the election, appointment or nomination of any Governor.

120. A resolution in writing, signed by all the Governors entitled to receive notice of a meeting of Governors or of a committee of Governors, shall be valid and effective as if it had been passed at a meeting of Governors or (as the case may be) a committee of Governors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Governors.

121. Subject to Article122, the Governors shall ensure that a copy of:

a. the agenda for every meeting of the Governors;

b. the draft minutes of every such meeting, if they have been approved by the person acting as chair of that meeting;

c. the signed minutes of every such meeting; and

d. any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.

122. There may be excluded from any item required to be made available in pursuance of Article 121, any material relating to—

a. a named teacher or other person employed, or proposed to be employed, at the Academy;

b. a named pupil at, or candidate for admission to, the Academy; and

c. any matter which, by reason of its nature, the Governors are satisfied should remain confidential.

123. Any Governor shall be able to participate in meetings of the Governors by telephone or video conference provided that:

a. he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and

b. the Governors have access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

PATRONS AND HONORARY OFFICERS

124. The Governors may from time to time appoint any person whether or not a Member of the Academy Trust to be a patron of the Academy Trust or to hold any honorary office and may determine for what period he is to hold such

office.

THE SEAL

125. The seal, if any, shall only be used by the authority of the Governors or of a committee of Governors authorised by the Governors. The Governors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Governor and by the Secretary or by a second Governor.

ACCOUNTS

126. Accounts shall be prepared in accordance with the relevant Statement of Recommended Practice as if the Academy Trust was a non-exempt charity and Parts 15 and 16 of the Companies Act 2006 and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

ANNUAL REPORT

127. The Governors shall prepare its Annual Report in accordance with the Statement of Recommended Practice as if the Academy Trust was a non-exempt charity and shall file this with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

ANNUAL RETURN

128. The Governors shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return to the Registrar of Companies and in accordance with the Statement of Recommended Practice as if the Academy Trust was a non-exempt charity and to the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

NOTICES

129. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Governors) shall be in writing or shall be given using electronic communications to an address for the time being

notified for that purpose to the person giving the notice. In these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

130. A notice may be given by the Academy Trust to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Academy Trust by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Academy Trust an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Academy Trust.

131. A Member present, either in person or by proxy, at any meeting of the Academy Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

132. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

INDEMNITY

133. Subject to the provisions of the Companies Act 2006 every Governor or other officer or auditor of the Academy Trust shall be indemnified out of the assets of the Academy Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs

of the Academy Trust.

RULES

134. The Governors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Academy Trust and for purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

a. the admission and classification of Members of the Academy Trust (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

b. the conduct of Members of the Academy Trust in relation to one another, and to the Academy Trust's servants;

c. the setting aside of the whole or any part or parts of the Academy Trust's premises at any particular time or times or for any particular purpose or purposes;

d. the procedure at general meetings and meetings of the Governors and committees of the Governors in so far as such procedure is not regulated by the Articles; and

e. generally, all such matters as are commonly the subject matter of company rules.

135. The Academy Trust in general meeting shall have power to alter, add or to repeal the rules or bye laws and the Governors shall adopt such means as they think sufficient to bring to the notice of Members of the Academy Trust all such rules or bye laws, which shall be binding on all Members of the Academy Trust. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

AVOIDING INFLUENCED COMPANY STATUS

136. Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated Persons shall never exceed 19.9% of the total number of votes exercisable by Members in general meeting and the votes of the other Members having a right to vote at the meeting will be increased on a pro-rata basis.

137. No person who is a Local Authority Associated Person may be appointed as a Governor if, once the appointment had taken effect, the number of Governors who are Local Authority Associated Persons would represent 20% or more of the total number of Governors. Upon any resolution put to the Governors, the maximum aggregate number of votes exercisable by any Governors who are Local Authority Associated Persons shall represent a maximum of 19.9% of the total number of votes cast by the Governors on such a resolution and the votes of the other Governors having a right to vote at the meeting will be increased on a pro-rata basis.

138. No person who is a Local Authority Associated Person is eligible to be appointed to the office of Governor unless his appointment to such office is authorised by the local authority to which he is associated.

139. If at the time of either his becoming a Member of the Academy Trust or his first appointment to office as a Governor any Member or Governor was not a Local Authority Associated Person but later becomes so during his membership or tenure as a Governor he shall be deemed to have immediately resigned his membership and/or resigned from his office as a Governor as the case may be.

140. If at any time the number of Governors or Members who are also Local Authority Associated Persons would (but for Articles 136 to 139 inclusive) represent 20% or more of the total number of Governors or Members (as the case may be) then a sufficient number of the Governors or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Governors or Members (as the case may be) immediately before the occurrence of such an event to ensure that at all times the number of such Governors or Members (as the case may be) is never equal to or greater than 20% of the total number of Governors or Members (as the case may be). Governors or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in

order of their appointment date the most recently appointed resigning first.

141. The Members will each notify the Academy Trust and each other if at any time they believe that the Academy Trust or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act).

Annex B

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO COTHAM SCHOOL

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Academy Trust.

2. The Academy Trust 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 governing body of the Academy Trust.

3. Notwithstanding the generality of paragraph 2 of this Annex, the Academy Trust will take part in any mandatory Admissions Forum set up by the local authority ("LA") in which they are situated and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local Fair Access Protocol.

4. Notwithstanding any provision in this Annex, the Secretary of State may:

(a) direct the Academy Trust to admit a named pupil to Cotham School on application from an LA. This will include complying with a School Attendance Order[1]. Before doing so the Secretary of State will consult the Academy Trust.

(b) direct the Academy Trust to admit a named pupil to Cotham School if the Academy Trust 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 Academy Trust to amend its admission arrangements where they fail to comply with the School Admissions Code or the Admission Appeals Code.

---

[1] 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.

5. The Academy Trust shall ensure that parents and 'relevant children[2]' will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The Independent Appeal Panel will be independent of the Academy Trust. 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 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, 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

---

[2] 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.

criteria, and an admission number for each relevant age group[3]. The Academy will consult on its admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Young People's Learning Agency (YPLA) may consider objections on the Secretary of State's behalf. The Academy Trust should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the YPLA.

12. A determination of an objection by the YPLA on behalf of the Secretary of State, or by the Secretary of State will be binding upon the Academy.

---

[3] 'Relevant age group' means 'normal point of admission to the school:, for example, year R, Year7 and Year 12.

Arrangements for pupils with Special Educational Needs ('SEN') and disabilities at Cotham School

Duties in relation to pupils with SEN

1. The Governing Body of the Academy Trust must comply with all of the duties imposed upon the governing bodies of maintained schools in:
- Part 4 of the Education Act 1996 as amended from time to time[1];
- The Education (Special Educational Needs) (Information) Regulations 1999 as amended from time to time;
- The Education (Special Educational Needs Co-ordinators) (England) (Amendment) Regulations 2008 as amended from time to time[2].

2. Notwithstanding any provision in this Agreement, the Secretary of State may (whether following a complaint made to him or otherwise) direct the Academy Trust to comply with an obligation described in this Annex where the Academy Trust has failed to comply with any such obligation.

3. Where a child who has SEN is being educated in the Academy, those concerned with making special educational provision for the child must secure that the child engages in the activities of the school together with children who do not have SEN, so far as is reasonably practicable and is compatible with:

(a) the child receiving the special educational provision which his learning difficulty calls for,

(b) the provision of efficient education for the children with whom he will be educated, and

(c) the efficient use of resources.

4. In addition to complying with the duties imposed upon the governing bodies of maintained schools set out in The Education (Special Educational Needs) (Information) Regulations 1999 (as amended from time to time), the Academy Trust must ensure that the Academy's website includes details of the arrangements for the admission of disabled pupils; the steps taken to prevent disabled pupils from being treated less favourably than other pupils; and the facilities provided to assist access to the Academy by disabled pupils (disabled pupils meaning pupils who are disabled for the purposes of the Equality Act 2010[3]).

[1] Currently these duties are in sections 313 (Duty to have regard to the Special Educational Needs Code of Practice 2001); 317 (Duties in relation to pupils with special educational needs), 317A (Duty to advise parents that special educational provision is being made); and 324(5)(b) (Duty to admit the child where a school is named in the statement).
[2] These Regulations are amended by The Education (Special Educational Needs Co-ordinators) (England) (Amendment) Regulations 2009 (SI 2009 No 1387).
[3] For the meaning of 'disabled', see section 6 of the Equality Act 2010.

Admissions

5. The Academy Trust must ensure that pupils with SEN are admitted on an equal basis with others in accordance with its admissions policy.

6. Where a local authority ("LA") proposes to name the Academy in a statement of SEN made in accordance with section 324 of the Education Act 1996, it must give the Academy Trust written notice that it so proposes. Within 15 days of receipt of the LA's notice that it proposes to name the Academy in a statement, the Academy Trust must consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children; and where no reasonable steps may be made to secure compatibility. In deciding whether a child's inclusion would be incompatible with the efficient education of other children, the Academy Trust must have regard to the relevant guidance issued by the Secretary of State to maintained schools.

7. If the Academy Trust determines that admitting the child would be incompatible with the provision of efficient education, it must, within 15 days of receipt of the LA's notice, notify the LA in writing that it does not agree that the Academy should be named in the pupil's statement. Such notice must set out all the facts and matters the Academy relies upon in support of its contention that: (a) admitting the child would be incompatible with efficiently educating other children; and (b) the Academy Trust cannot take reasonable steps to secure this compatibility.

8. After service by the Academy Trust on the LA of any notice (further to paragraph 7 above) stating that it does not agree with the LA's proposal that the Academy be named, the Academy Trust must seek to establish from the LA, as soon as is reasonably practicable, whether or not the LA agrees with the Academy Trust. If the LA notifies the Academy that it does not agree with the Academy Trust's response, and names the Academy in the child's statement, the Academy Trust must admit the child to the school on the date specified in the statement or on the date specified by the LA.

9. Where the Academy Trust consider that the Academy should not have been named in a child's statement, they may ask the Secretary of State to determine that the LA has acted unreasonably in naming the Academy and to make an order directing the LA to reconsider.

10. The Secretary of State's determination shall, subject only to any right of appeal which any parent or guardian of the child may have to the First-tier Tribunal (Special Educational Needs and Disability), be final.

11. If a parent or guardian of a child in respect of whom a statement is maintained by the local authority appeals to the First-tier Tribunal (Special Educational Needs and Disability) either against the naming of the Academy in the child's SEN statement or asking the Tribunal to name the Academy, then the decision of the Tribunal on any such

appeal shall be binding and shall, if different from that of the Secretary of State under paragraph 9 above, be substituted for the Secretary of State's decision.

12. Where the Academy, the Secretary of State or the First-tier Tribunal (Special Educational Needs and Disability) have determined that it should be named, the Academy Trust shall admit the child to the Academy notwithstanding any provision of Annex B to this agreement.

Annex D

Serious incidents of misbehaviour leading to fixed period or permanent exclusion

1. Subject to the exceptions in paragraph 5, the Academy Trust shall act and shall ensure that the Head Teacher and the governing body act in accordance with the law on exclusions as if the Academy were a maintained school. For this purpose, reference in the law on exclusions to the Head Teacher and Governing Body shall respectively be deemed to be the Head Teacher and Governing Body of the Academy Trust.

2. Without limiting the generality of paragraph 1, the Academy Trust shall ensure that the Local Authority in which the Academy is located and, where the pupil concerned resides in the area of a different Local Authority, the Local Authority in which the pupil is ordinarily resident is informed of an exclusion decision in the same circumstances, and within the same timescale as a the head teacher of a maintained school is required to inform the Local Authority (or Local Authorities) of an exclusion.

3. Subject to the exception in paragraph 5, the Academy Trust shall ensure that the Head Teacher and the Governing Body of the Academy have regard to the Secretary of State's guidance on exclusions when excluding, or reviewing the exclusion of a pupil and in relation to any appeals or review process as if the Academy were a maintained school[1].

4. The Academy Trust shall make arrangements for enabling appeals against, or review of any decision of the Governing Body to permanently exclude a pupil in accordance with the functions assigned to the Local Authority in relation to a maintained school. The Academy Trust shall ensure that appeal/review panels are impartial, and are constituted in accordance with the Secretary of State's guidance. The Academy Trust shall comply with any decision of an appeals panel, or direction of a review panel[2].

5. The exception to the duties imposed under paragraphs 1 and 3 is:

   - the Governing Body of the Academy Trust is not expected to seek the advice of a Local Authority officer when considering an

---

[1]References in this annex to the Secretary of State's guidance are to "Improving Behaviour and Attendance: Guidance on Exclusion from Schools and Pupil Referral Units", which is published on the DfE website at: http://www.teachernet.gov.uk/wholeschool/behaviour/exclusion/2008guidance/. The guidance may be subject to amendment, and the Academy is required to have regard to the guidance as it stands at any given time.

[2] A parent may seek a judicial review of a decision of an appeal/review panel relating to their child. A parent of a child excluded from an Academy may not complain to the Commissioner for Local Administration (the Local Government Ombudsman) about maladministration. This is because the Commissioner's remit is limited to considering the conduct of appeal panels constituted by Local Authorities.

exclusion, although a Local Authority officer may attend any meeting to consider an exclusion (including an appeal hearing or review) at the request of a parent; and

- subject to the Academy Trust's obligations under clause 30 of this Agreement relating to an agreement with the LA on the flow of funds following an exclusion, the arrangements for money to follow pupils who have been permanently excluded from school does not apply.

Schedule 2

Amended Funding Agreement

Department for Education

Mainstream academy and free school: single funding agreement

December 2020 v8

Cotham School

Conversion date: 1 September 2011

Contents

Information about the Academy:

Name of Academy Trust	Cotham School
Company number	07732888
Name of academy	Cotham School
Opening date	The Academy opened on 1 September 2011
Type of academy (indicate whether academy or free school)	Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Cotham School
Capacity (of statutory school age places) **(if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school aged places)**	Statutory school age places: 1,480 No nursery places
Age range (including nursery provision where the nursery is part of the school)	11 to 18
Number of sixth form places	400
Number of boarding places	N/A
SEN unit / Resource provision	N/A
Land arrangements **(Version 1-8 or other)**	Version 2
Address and title number of Land	Permanent Site: Cotham Lawn Road, Cotham, Bristol, BS6 6DT and Stoke Lodge Playing Fields, Shirehampton Road Bristol registered with leasehold title numbers BL126411 and BL126410

Contact details for the Chair of Board of Charity Trustees	Chair of Trustees, Cotham School, Cotham Lawn Road, Cotham, Bristol, BS6 6DT

Please confirm which clause variations have been applied or marked as ‘Not used’

Clause No	Descriptor	Applied	Not used
1.19	Only applies to free schools and new provision academies		✓
2.9A	Clause applies where an academy was previously a VC or foundation school designated with a religious character		✓
2.12, 2.13	Only applies where the academy has an SEN unit or Resourced Provision		✓
2.21.1	Only applies to Free schools with nursery provision		✓
2.23	Only applies where there was a predecessor independent school		✓
2.24	Only applies where the academy provides boarding		✓
2.26	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	✓	
2.32	Clause applies only to academies and free schools designated with a religious character		✓
2.33	Clause applies only to academies that were formerly wholly selective grammar schools		✓
2.34	Clause applies only to academies that were formerly partially selective grammar schools		✓
2.35.a	Clause only applies to free schools or academy converter schools where there was a predecessor maintained school	✓	
2.39	Clause applies to free schools and new provision academies designated with a religious character		✓
2.50	Clause only applies where the academy is designated with a religious character but was not previously a Voluntary Controlled (VC) school or foundation school designated with a religious character (in which case use clause 2.52 instead). Also use 2.50 where an academy was previously a VC school but has gone through a significant		✓

Clause No	Descriptor	Applied	Not used
	change process to adopt VA characteristics in parallel with converting to an academy.		
2.51	Clause only applies where the academy has not been designated with a religious character	✓	
2.52	Clause only applies where an academy was previously a VC school or foundation school designated with a religious character and should be used instead of clause 2.50. Where an academy was previously a VC school has gone through a significant change process to adopt VA characteristics in parallel with converting to an academy, use clause 2.50 instead.		✓
2.52c)	Sub-clause applies if the academy is designated with a denominational religious character – CE etc. rather than ‘Christian’		✓
3.16 – 3.21	Option 1 applies to converter and sponsored academies: if used delete option 2	✓	
3.16.1	Only applies to Free schools with nursery provision		✓
3.16 – 3.21	Option 2 applies to free schools and new provision academies: if used delete option 1		✓
3.23	Clause does not apply to academy converters		✓
3.33	Clause only applies to full sponsored and intermediate sponsored academies with approved Academy Action Plans		✓
3.34	Clause does not apply to free schools (unless there was a predecessor independent school), or new provision academies	✓	
4.5	Clause applies where the academy has 16-19 provision	✓	
4.5A	Clause only applies to free schools		✓
4.11	Clause to be included where relevant circumstances apply – and only in relation to academy converters		✓
4.16	Clause only applies where a Start-Up period applies to the academy		✓

Clause No	Descriptor	Applied	Not used
6.1 – 6.4	Clauses do not apply to free schools and new provision academies	✓	
7.6A	Clause applies only to a boarding academy/free school		✓
7.8	Clause only applies to sponsored academies		✓
7.15	Clause applies to free schools and may be applied to new provision academies		✓
7.16	Clause applies to free schools and may be applied to new provision academies		✓
7.17	Clause applies to free schools and may be applied to new provision academies		✓
7.18	Clause applies to free schools and may be applied to new provision academies		✓
7.19	Clause applies to free schools and may be applied to new provision academies		✓
8.12	Clause only applies to schools which are designated with a Church of England or Roman Catholic character		✓

Please confirm whether additional clauses have been included (e.g. PFI clauses which will be supplied by your project lead if needed): N/A

Descriptor	Clause No.	Applied	Not used

1 ESTABLISHING THE ACADEMY

Introduction to this agreement

1.1. This Agreement is between the Secretary of State for Education (the "**Secretary of State**") and Cotham School (the "**Academy Trust**"), and is an academy agreement as defined by section 1 of the Academies Act 2010.

1.2. The Academy Trust is a company limited by guarantee incorporated in England and Wales with company number 07732888. The Academy Trust is a charity and its directors are the Charity Trustees of the Academy Trust.

1.3. In order for the Academy Trust to establish and run an independent school in England, according to the provisions of the Academies Act 2010, to be known as Cotham School (the "**Academy**"), and in order for the Secretary of State to make payments to the Academy Trust, the Academy Trust must meet the requirements in this Agreement.

1.4. In this Agreement these capitalised words and expressions will have the following meanings:

"**Academies Financial Handbook**" means the document with that title published by the ESFA and amended from time to time, on behalf of the Secretary of State.

"**Academy Financial Year**" means the year from 1 September to 31 August, or a different period notified in writing by the Secretary of State.

"**Articles**" means the Academy Trust's articles of association.

"**Business Day**" means any day other than a Saturday, Sunday, Christmas Day, Good Friday or any day which is a bank holiday with the meaning given to that expression in the Banking and Financial Dealings Act 1971.

"**Charity Trustees**" means the directors of the Academy Trust, who are responsible for the general control and management of the administration of the Academy Trust.

"**Chief Inspector**" means Her Majesty's Chief Inspector of Education, Children's Services and Skills.

"**Coasting**" has the meaning given by regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

"**Control**" means the power of an organisation or individual ('A') to ensure that the affairs of another organisation are conducted in accordance with A's wishes, whether through share ownership or voting power, by agreement, because of powers conferred by articles of association or any other document, or otherwise; and "**Controls**" will be construed accordingly.

"**ESFA**" means the Education and Skills Funding Agency.

"**Guidance**" means guidance issued by or on behalf of the Secretary of State, as amended from time to time.

"**Independent School Standards**" means the independent school standards prescribed under section 157 of the Education Act 2002.

"**LA**" means a local authority.

"**Parents**" means parents[1] or guardians.

"**Predecessor School**" means the school which the Academy has replaced, where applicable.

"**Publicly Funded Assets**" means (a) assets or property funded wholly or partly using payments made by or on behalf of the Secretary of State, and (b) publicly funded land as defined in paragraph 22(3) of Schedule 1 to the Academies Act 2010.

"**Pupil Premium**" means an amount equivalent to the pupil premium as defined in the School and Early Years Finance (England) Regulations 2013.

Any reference to "**Secretary of State**" includes a reference to the ESFA acting on the Secretary of State's behalf.

"**Secretary of State's consent**" means the Secretary of State's specific, prior written consent, which will not be unreasonably withheld or delayed.

[1] Parent has the meaning set out in section 576 of the Education Act 1996

"**SEN**" means special educational needs and has the meaning set out in sections 20(1) of the Children and Families Act 2014.

"**Teaching Staff"** means teachers and the principal or head teacher employed at the Academy.

"**Termination Notice**" means a notice sent by the Secretary of State to the Academy Trust, terminating this Agreement on the date specified in the notice.

"**Termination Warning Notice**" means a notice sent by the Secretary of State to the Academy Trust, stating his intention to terminate this Agreement.

1.5. The Interpretation Act 1978 applies to this Agreement as it applies to an Act of Parliament.

1.6. A reference in this Agreement to any party or body includes its successors.

1.7. Any words following the terms 'include', 'including' or 'in particular' are by way of illustration, not limitation.

1.8. A reference in this Agreement to land includes any buildings or structures on the land.

1.9. References to this Agreement include any and all annexes.

1.10. Where any legislation, legal requirement or published guidance is referred to, unless otherwise stated, the following terms should be interpreted as follows:

a) the "school" refers to the Academy;

b) the "head teacher" may refer to the Academy's head teacher or principal;

c) the Academy Trust will be deemed to be the "responsible authorities"; and

d) references to registered pupils will be treated as references to registered pupils at the Academy.

1.11. References in this Agreement to any named legislation, legal requirement or published guidance, should be taken to include any amendment to or replacement of it.

1.12. If any questions arise about how this Agreement should be interpreted, the answer will be decided by the Secretary of State, after discussion with the Academy Trust.

General Obligations of the Academy Trust

1.13. The Academy Trust must ensure that the Academy meets the requirements in section 1A of the Academies Act 2010.

1.14. To the extent that it is compatible with the Academy Trust fulfilling its charitable purpose of advancing education in the United Kingdom for the public benefit, the Academy Trust must ensure that the Academy is at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community.

1.15. The Academy Trust must conduct the Academy within the terms and requirements of:

a) the Articles;

b) any legislation or legal requirement that applies to academies, including the Independent School Standards and legislation about meeting the needs of pupils with SEN and disabilities;

c) the Academies Financial Handbook, as stated in clauses 4.6–4.8; and

d) this Agreement.

1.16. The Academy Trust must, as soon as is reasonable, establish an appropriate mechanism for receiving and managing donations for the purpose of its aims as specified in the Articles.

1.17. The Academy Trust must obtain the Secretary of State's consent before applying for the Academy to be designated as a school with religious character. The Secretary of State may at his discretion refuse or consent to the Academy Trust making such an application.

1.18. Unless an Academy operated by the Academy Trust is designated as a school with a religious character under the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003, it agrees to be bound by the prohibition against discrimination in section 85 of the Equality Act 2010.

1.19. Not used.

1.20. The Academy Trust is not required to publish information under this Agreement if to do so would breach its obligations under data protection legislation.

Academy opening date

1.21. The Academy Trust opened the Academy on 1 September 2011.

Governance

1.22. The Academy will be governed by a board comprising the Charity Trustees of the Academy Trust (the "**Board of Charity Trustees**").

1.23. The Board of Charity Trustees must have regard to any Guidance on the governance of Academy Trusts.

1.24. The Academy Trust must provide to the Secretary of State the names of all new or replacement members of the Academy Trust, stating the date of their appointment and, where applicable, the name of the member they replaced as soon as is practicable and in any event within 14 days of their appointment.

1.25. The Academy Trust must not appoint any new or replacement members until it has first informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.

1.26. The Academy Trust must not amend or remove the provisions in its Articles relating to the appointment or election or the resignation or removal of Charity

Trustees or members ("the Governance Articles") without the Secretary of State's consent.

1.27. Before any change to the Governance Articles is proposed the Academy Trust must give notice to the Secretary of State of:-

a) the proposed amendment or removal; and

b) the reason for it.

1.28. If the Secretary of State consents to the proposed changes, the Academy Trust shall approve any changes to the Articles as soon as reasonably practicable and provide the Secretary of State with a copy of the amended Articles and the resolution(s) approving them.

2. <u>RUNNING OF THE ACADEMY</u>

Length of school day and year

2.1. The length of the school day and year is the responsibility of the Academy Trust.

Teachers and staff

2.2. In complying with the Independent School Standards, the Academy Trust must require enhanced Disclosure and Barring Service ("**DBS**") certificates as appropriate for members of staff, supply staff, members of the Academy Trust, individual Charity Trustees and the chair of the Board of Charity Trustees.

2.3. The Academy Trust must promptly submit to the Secretary of State, on request, the information contained in any enhanced DBS certificate that it receives.

2.4. Subject to clause 2.5 and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

2.5. The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by a LA, or are no longer looked after by a LA because of an adoption, special guardianship or child arrangements order, or because they have been adopted from ‘state care’ outside England and Wales, and in doing so must comply with the law, regulations and Guidance that apply to maintained schools. The Academy Trust must ensure the designated person undertakes appropriate training and has regard to any Guidance.

2.6. Teachers’ pay and conditions of service are the responsibility of the Academy Trust.

2.7. The Academy Trust has a statutory duty to ensure that all Teaching Staff employed at the Academy have access to the Teachers’ Pension Scheme (TPS) and, in so doing, must comply with the TPS Regulations. That includes ensuring that only staff who predominantly carry out teaching work are enrolled in the TPS – teaching work is planning and preparing lessons and courses for pupils; delivering lessons to pupils; assessing the development, progress and attainment of pupils; and reporting on the development, progress and attainment of pupils. The Board of Charity Trustees will need to give careful consideration as to whether or not executive leaders meet the TPS eligibility requirements. Details of the full range of employer duties are on the TP Employer Hub.

2.7.1.a. Access to the TPS must also be in accordance with HM Treasury’s published Fair Deal guidance which sets out how pensions’ issues are to be dealt with when Teaching Staff are compulsorily transferred from the public sector to independent providers. The Academy Trust has a crucial role in the successful administration of the TPS and must comply with the requirements of the scheme administrator to provide accurate and timely information and also to provide pension contributions.

2.8. The Academy Trust must ensure that all affected staff employed by the Academy Trust other than teachers have access to the Local Government Pension Scheme and, in doing so, the Academy Trust must comply with the requirements of the scheme and with Fair Deal for staff pensions guidance published by HM Treasury. These requirements do not apply if an individual chooses to opt out in line with the relevant legal provisions.

2.9. Where a member of the Teaching Staff employed at the Academy applies for a teaching post at another Academy, a maintained school, or a further education institution, the Academy Trust must at the request of the board of governors or Academy Trust of that other educational institution:

a) advise in writing whether or not, in the previous two years, there have been any formal capability considerations or proceedings for that teacher at the Academy or the Predecessor School;

b) give written details of the concerns which gave rise to any such consideration of that teacher's capability, the duration of the proceedings and their outcome.

2.9A Not used.

Pupils

2.10. The planned capacity of the Academy is 1,480 and the age range is 11 to 18, including a sixth form of 400 places. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

2.11. The Academy Trust must ensure that the Academy meets the needs of individual pupils, including pupils with SEN and disabilities.

SEN unit or Resourced Provision

2.12. Not used.

2.13. Not used.

School meals

2.14. The Academy Trust must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a LA were to the Academy Trust and as if references to a school maintained by the LA were to the Academy.

2.15. The Academy Trust must comply with school food standards legislation as if it were a maintained school.

2.16. Where the Academy Trust provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

Pupil Premium

2.17. For each Academy Financial Year the Academy Trust must publish, on the Academy's website, information about:

a) the amount of Pupil Premium allocation that it will receive during the Academy Financial Year;

b) what it intends to spend its Pupil Premium allocation on;

c) what it spent its Pupil Premium allocation on in the previous Academy Financial Year; and

d) the impact of the previous year's Pupil Premium allocation on educational attainment.

2.18. For each Academy Financial Year the Academy Trust must, where applicable, publish, on the Academy's website, information about:

a) the amount of year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;

b) what it intends to spend its year 7 literacy and numeracy catch-up premium grant on;

c) what it spent its year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year; and

d) the impact of the previous year's year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.

Charging

2.19. The Academy Trust must comply with sections 402, 450-457 and 459-462 of the Education Act 1996 with regard to public examinations, charging, providing information, inviting voluntary contributions and recovering civil debts, as if the Academy were a maintained school.

2.20. There must be no charge for admission to or attendance at the Academy and the Academy will only charge pupils where the law allows maintained schools to charge.

2.21. Clause 2.20 does not prevent the Academy Trust receiving funds from a LA or a charity in respect of the admission and attendance of a pupil with SEN to the Academy.

2.21.1.a. Not used.

2.22. Notwithstanding clause 2.20, the Academy Trust may charge people who are not registered pupils at the Academy for education provided or use of facilities.

2.23. Not used.

2.24. Not used.

Admissions

2.25. Subject to clauses 2.31 and 2.32 the Academy Trust will act in accordance with, and will ensure that its Independent Appeal Panel is trained to act in accordance with, the School Admissions Code and School Admission Appeals

Code published by the Department for Education (the “Codes”) and all relevant admissions law as they apply to foundation and voluntary aided schools, and with equalities law. Reference in the Codes or legislation to “admission authorities” will be deemed to be references to the Academy Trust.

2.26. Pupils on roll in a Predecessor School which was a maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at that Predecessor School must be admitted to the Academy.

2.27. The Academy Trust must participate in the local Fair Access Protocol. The Academy Trust must participate in the coordinated admission arrangements operated by the LA in whose area the Academy is situated. If the Academy is a free school, the Academy Trust is not required to participate in coordination for its first intake of pupils.

2.28. Not used.

2.29. Not used.

2.30. Not used.

2.31. The Secretary of State may:

a) direct the Academy Trust to admit a named pupil to the Academy:

i. following an application from a LA including complying with a school attendance order as defined in section 437 of the Education Act 1996. Before doing so the Secretary of State will consult the Academy Trust; or

ii. where in relation to a specific child or children the Academy Trust has failed to act in accordance with the Codes or this Agreement or has otherwise acted unlawfully; or

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

2.32. Not used.

2.33. Not used.

2.34. Not used.

2.35. The Academy Trust must make arrangements to ensure an independent appeals panel is established for the Academy and its clerk and members are trained to act in accordance with the Codes. The Academy Trust must ensure that Parents and 'relevant children' (as described in the Codes) are informed of their right to appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The arrangements for appeals must comply with the Codes as they apply to foundation and voluntary aided schools. The determination of the Independent Appeal Panel is binding on all parties.

2.35.1.a. The Academy Trust will treat any decision of an Independent Appeal Panel constituted further to arrangements made by the admission authority of a Predecessor School under section 94 of the School Standards and Framework Act 1998 as binding on the Academy Trust, as though the Academy Trust had made the decision subject to the appeal

2.36. Subject to clause 2.37, the meaning of "**relevant area**" for the purposes of consultation requirements in relation to admission arrangements is that determined by the relevant LA for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

2.37. If the Academy does not consider the relevant area determined by the LA for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August before the academic year in question for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in whose area the Academy is situated in reaching a decision.

2.38. The Office of the Schools Adjudicator ("OSA") will consider objections to the Academy's admission arrangements (except objections against any agreed derogations from the provisions of the Codes specified in this Agreement, over which it has no jurisdiction). The Academy Trust must therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA. The OSA's determination of an objection is binding on the Academy and the Academy Trust must make appropriate changes to its admission arrangements to give effect to the Adjudicator's decision within two months of the decision (or by 28 February following the decision, whichever is sooner), unless an alternative timescale is specified by the Adjudicator.

2.39. Not used.

Exclusions

2.40. If asked to by a LA, the Academy Trust must enter into an agreement with that LA that has the effect that where:

a) the Academy admits a pupil who has been permanently excluded from a maintained school, the Academy itself or another Academy with which the LA has a similar agreement; or

b) the Academy Trust permanently excludes a pupil from the Academy;

then the arrangements for payment will be the same as if the Academy were a maintained school, under regulations made under section 47 of the School Standards and Framework Act 1998.

Curriculum

2.41. The curriculum is the responsibility of the Academy Trust.

2.42. The Academy Trust must ensure that the curriculum provided to pupils up to the age of 16 is balanced and broadly based, and includes English, mathematics, science and (subject to the provisions in clause 2.49) religious education.

2.43. The Academy Trust must publish on the Academy's website information about its curriculum, including:

a) the content of the curriculum;

b) its approach to the curriculum;

c) where applicable, the names of any phonics or reading schemes in operation for Key Stage 1;

d) where applicable, the GCSE options and other Key Stage 4 qualifications, or other future qualifications specified by the Secretary of State, offered by the Academy; and

e) how Parents (including Parents of prospective pupils) can obtain more information about the Academy's curriculum.

2.44. The Academy Trust must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at the Academy.

2.45. The Academy Trust must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.

2.46. The Academy Trust must prevent political indoctrination, and secure the balanced treatment of political issues, in line with the requirements for maintained schools set out in the Education Act 1996, and have regard to any Guidance.

2.47. The Academy Trust must ensure the Academy actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs.

2.47A The Academy Trust must ensure the Academy promotes principles that support equality of opportunity for all.

2.48. The Academy Trust must provide for the teaching of religious education and a daily act of collective worship at the Academy.

2.49. The Academy Trust must comply with section 71(1)-(6) and (8) of the School Standards and Framework Act 1998 as if the Academy were a community, foundation or voluntary school, and as if references to “religious education” and “religious worship” in that section were references to the religious education and religious worship provided by the Academy in accordance with clause 2.51.

2.50. Not used.

2.51. Subject to clause 2.49, where the Academy **has not been designated with a religious character** (in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010):

a) provision must be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998;

b) the Academy must comply with section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community school or foundation school without a religious character, except that paragraph 4 of that Schedule does not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule.

2.52. Not used.

2.53. The Academy Trust must comply with paragraph 2A of the Schedule to The Education (Independent School Standards) Regulations 2014 in relation to the provision of Relationships Education, Relationships and Sex Education and Health Education.

2.54. The Academy Trust must ensure that careers guidance is provided at the Academy, in accordance with the requirements on maintained schools in the Education Act 1997. The Academy Trust must:

a) Provide independent careers guidance in accordance with Department for Education statutory guidance that has been developed in line with the eight Gatsby benchmarks of Good Career Guidance.

b) Ensure that there is an opportunity for a range of education and training providers to access registered pupils in years 8-13 for the purpose of informing them about approved technical education qualifications or apprenticeships.

c) Publish information about their careers programme and details of their named careers leader in accordance with the School Information (England) Regulations and the accompanying Department for Education guidance, "What academies, free schools and colleges should publish online.

Assessment

2.55. The Academy Trust must:

a) ensure that pupils are entered for examinations in line with the requirements on maintained schools in section 402 of the Education Act 1996;

b) comply with the relevant Guidance, as it applies to maintained schools, to ensure that pupils at the Academy take part in assessments, and in teacher assessments of pupils' performance;

c) report on assessments as the Secretary of State requires, or provide any information on assessments, on the same basis that maintained schools are required to provide the information;

d) for all Key Stages, allow monitoring and moderation of the Academy's assessment arrangements as required by the Secretary of State.

2.56. Unless specifically approved in writing by the Secretary of State, the Academy Trust must not use GAG to offer any course of education or training which leads to a qualification, if that qualification is not approved by the Secretary of State for the purpose of section 96 of the Learning and Skills Act 2000.

2.57. Unless informed by the Secretary of State that alternative information must be published, the Academy Trust must ensure that the following information is published on the Academy's website:

a) where applicable, the Academy's most recent Key Stage 2 performance measures as published by the Secretary of State in the School and College Performance Tables, broken down as follows:

   i. progress score in reading

   ii. progress score in writing

   iii. progress score in mathematics

   iv. percentage of pupils who achieved the expected standard in reading, writing and mathematics

   v. percentage of pupils who achieved at a higher standard in reading, writing and mathematics

   vi. average 'scaled score' in reading

   vii. average 'scaled score' in mathematics

b) where applicable, the Academy's most recent Key Stage 4 performance measures as published by the Secretary of State in the School and College Performance Tables, broken down as follows:

   i. Progress 8 score

   ii. percentage of pupils entering the English Baccalaureate (EBacc)

   iii. English Baccalaureate (EBacc) Average Point Score (APS)

   iv. Attainment 8 score

   v. percentage of pupils achieving grade 5 or above in GCSE English and mathematics

   vi. percentage of pupils staying in education or going into employment after Key Stage 4 (pupil destinations)

c) where applicable, the Academy's most recent 16-18 performance measures, as published by the Secretary of State in the School and College Performance Tables, broken down as follows:

i. progress

ii. attainment

iii. English and mathematics progress

iv. retention

v. destinations

d) information about where and how Parents (including Parents of prospective pupils) can access the most recent report about the Academy published by the Chief Inspector; and

e) information about where and how Parents (including Parents of prospective pupils) can access the School and College Performance Tables published by the Secretary of State.

2.58. The Secretary of State may direct the Academy to participate in international education surveys under the Education Act 1996, as if it were a maintained school.

3. <u>GRANT FUNDING</u>

Recurrent Expenditure grants

3.1. The Secretary of State will pay grants towards Recurrent Expenditure and may pay grants towards Capital Expenditure for the Academy.

3.2. "**Recurrent Expenditure**" means any money spent on the establishment, conduct, administration and maintenance of the Academy which does not fall within Capital Expenditure.

3.3. In respect of Recurrent Expenditure, the Secretary of State will pay **General Annual Grant** ("**GAG**"), and may additionally pay **Earmarked Annual Grant** ("**EAG**"). These are two separate and distinct grants.

3.4. Except with the Secretary of State's consent, the Academy Trust must not make commitments to spending which have substantial implications for future grant. No decision by the Academy Trust will commit the Secretary of State to paying any particular amount of grant.

Capital Grant

3.5. The Secretary of State may pay a grant ("**Capital Grant**") to the Academy Trust for the purpose of spending on items of Capital Expenditure.

3.6. "**Capital Expenditure**" means expenditure on:

a) acquiring land and buildings;

b) erecting, enlarging, improving or demolishing any building including any fixed plant, installation, wall, fence or other structure, or any playground or hard standing;

c) installing electrical, mechanical or other services other than necessary repairs and maintenance due to normal wear and tear;

d) buying vehicles;

e) installing and equipping premises with furnishings and equipment, other than necessary repairs and maintenance due to normal wear and tear;

f) installing and equipping premises with computers, networking for computers, operating software and ICT equipment, other than necessary updates or repairs and maintenance due to normal wear and tear;

g) providing and equipping premises, including playing fields and other facilities for social activities and physical recreation other than necessary repairs and maintenance due to normal wear and tear;

h) works of a permanent character other than the purchase or replacement of minor day-to-day items;

i) any major repairs or replacements which are specified as capital expenditure in any grant letter relating to them;

j) such other items (whether like or unlike any of the foregoing) of a substantial or enduring nature which the Secretary of State agrees are capital expenditure for the purposes of this Agreement;

k) professional fees properly and reasonably incurred in connection with the provision of any of the above; and

l) VAT and other taxes payable on any of the above.

3.7. Any Capital Grant funding that may be made available to the Academy Trust will be notified to it by the Secretary of State.

3.8. The Academy Trust must spend Capital Grant only on items of Capital Expenditure approved by the Secretary of State and in accordance with conditions specified by the Secretary of State. Further, the Academy Trust must provide evidence that it has obtained all planning and other consents required for any proposed building and infrastructure development to be funded using Capital Grant.

3.9. In order to receive payments of Capital Grant, the Academy Trust must provide supporting invoices and certificates in the format specified by the Secretary of State.

3.10. The Academy Trust must provide an account of Capital Grant received, and associated spending on Capital Expenditure using Capital Grant, in the Academy Trust's financial statements and any other financial reports or returns that the Secretary of State may require.

3.11. If in its use of Capital Grant the Academy Trust does not comply with this Agreement or any of the conditions specified by the Secretary of State, or the project does not accord with the original specification or has not been completed, the Secretary of State may at his discretion not make any further payments of Capital Grant and require the Academy Trust to repay all or part of the Capital Grant.

General Annual Grant (GAG)

3.12. The Secretary of State will pay GAG to the Academy Trust to cover the Academy's normal running costs or capital expenditure, including:

a) teachers' salaries and related costs (including pension contributions, full- and part-time Teaching Staff and payments in respect of seconded teachers);

b) non-teaching staff salaries and related costs (including pension contributions);

c) employees' expenses;

d) buying, maintaining, repairing and replacing teaching and learning materials and other educational equipment, including books and stationery;

e) buying, maintaining, repairing and replacing other assets including ICT equipment and software, sports equipment and laboratory equipment and materials;

f) examination fees;

g) repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing and lighting); maintenance of grounds (including boundary fences and walls); insurance; cleaning materials and contract cleaning; water and sewerage; fuel and light (including electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;

h) medical equipment and supplies;

i) staff development (including in-service training);

j) curriculum development;

k) the costs of providing school meals for pupils (including the cost of providing free school lunches to pupils who are eligible to receive them), and any discretionary grants to pupils to meet the cost of pupil support, including support for pupils with SEN and disabilities;

l) administration; and

m) establishment expenses and other institutional costs.

3.13. GAG for each Academy Financial Year for the Academy will include:

a) funding equivalent to that which would be received by a maintained school with similar characteristics, determined by the Secretary of State and taking account of the number of pupils at the Academy;

b) funding to cover necessary functions which would be carried out by the relevant LA if the Academy were a maintained school;

c) payment of any additional specific grants made available to maintained schools, where the Academy meets the criteria for those grants, and at the Secretary of State's discretion; and

d) funding for any other costs to the Academy which the Secretary of State considers necessary.

3.14. The Academy Trust must use GAG only for maintaining, carrying on, managing and developing the Academy in accordance with this Agreement, except where the Secretary of State has given specific consent for the Academy Trust to use GAG for another charitable purpose.

3.15. In particular, the Academy Trust must not use GAG for:

a) education and training for adults who are not pupils of the Academy, other than staff professional development and governance training and development;

b) nursery provision for which Parents are charged a fee;

c) nursery provision to children outside the Academy's age range in clause 2.10;

d) Children's Centres; or

e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 3.14.

Calculation of GAG

3.16 – 3.19. Not used.

3.20. The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which the Academy opens, the pupil count will be determined on the same basis as that used by the relevant LA for determining the budget of the maintained Predecessor School.

3.21. For Academy Financial Years after that referred to in clause 3.20, the basis of the pupil count for determining GAG will be:

a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and

b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.

3.22. The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity in clause 2.10. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

3.23. Not used.

3.24. The Secretary of State recognises that if a Termination Notice or a Termination Warning Notice is served, the intake of new pupils during the notice period may decline and therefore payments based on the number of pupils attending the Academy may be insufficient to meet the Academy's needs. In these circumstances the Secretary of State may pay a larger GAG in the notice period, to enable the Academy to operate effectively.

Earmarked Annual Grant (EAG)

3.25. The Secretary of State may pay EAG to the Academy Trust for specific purposes, agreed between the Secretary of State and the Academy Trust, and described in the relevant funding letter. The Academy Trust must spend EAG only in accordance with that letter.

3.26. Where the Academy Trust is seeking a specific EAG for any Academy Financial Year, it must send a letter to the Department for Education outlining its proposals and the reasons for the request.

Arrangements for paying GAG and EAG

3.27. Before each Academy Financial Year, the Secretary of State will notify the Academy Trust of the GAG and EAG amounts which, subject to parliamentary approval, the Secretary of State plans for that Academy Financial Year and how they have been calculated.

3.28. The amount of GAG for an Academy Financial Year will be decided annually by the Secretary of State, and notified to the Academy Trust in a funding letter sent before the relevant Academy Financial Year begins (the "**Annual Letter of Funding**").

3.29. Amounts of EAG will be notified to the Academy Trust wherever possible in the Annual Letter of Funding or as soon as is practicable afterwards.

3.30. The Annual Letter of Funding will, as well as stating the grant amounts, set out how they have been calculated. It will not include grants which cannot be calculated in time because there is not enough information, or for other administrative reasons. Any such grants will be notified as soon as practicable.

3.31. The Secretary of State will pay GAG in monthly instalments on or before the first day of each month (“the relevant month”), to fund the salaries and other payroll costs of all monthly paid employees and all other costs payable during the relevant month. The detailed arrangements for payment will be set out in the Annual Letter of Funding, or an equivalent.

3.32. If GAG or EAG is miscalculated:

a) because of a mistake by the Secretary of State, which leads to an underpayment to the Academy Trust, the Secretary of State will correct the underpayment in the same or subsequent Academy Financial Years;

b) because the Academy Trust provided incorrect information, which leads to an underpayment to the Academy Trust, the Secretary of State may correct the underpayment in the same or subsequent Academy Financial Years;

c) for any reason which results in an overpayment to the Academy Trust, the Secretary of State may recover any overpaid grant in the same or subsequent Academy Financial Years, having considered all the relevant circumstances and taking into account any representations from the Academy Trust.

Other relevant funding

3.33. Not used.

3.34. The Secretary of State may pay the Academy Trust’s costs in connection with the transfer of employees from a Predecessor School under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Such payment will be agreed on a case-by-case basis. The Academy Trust must not budget for such a payment unless the Secretary of State confirms in writing that it will be paid.

3.35. The Academy Trust may receive additional funding from a LA under an agreement with that LA for the provision of support for pupils with SEN who require high levels of such support. The Academy Trust must ensure that all support required under that agreement is provided for those pupils.

4. FINANCIAL AND ACCOUNTING REQUIREMENTS

General

4.1. In order for the Secretary of State to provide grant funding to the Academy Trust, the Academy Trust must be fulfilling the financial and reporting requirements in this Agreement.

4.2. In its conduct and operation, the Academy Trust must apply financial and other controls which meet the requirements of regularity, propriety and value for money.

4.3. The Academy Trust must appoint an accounting officer and must notify the Secretary of State of that appointment. The Academy Trust must assign to the accounting officer the responsibilities of the role set out in the Academies Financial Handbook and HM Treasury's publication 'Managing Public Money'.

4.4. The Academy Trust must abide by the obligations of, and have regard to the guidance for, charities and charity trustees issued by the Charity Commission and, in particular, the Charity Commission's guidance on 'Protecting Charities from Harm'. Any references in this document which require charity trustees to report to the Charity Commission should instead be interpreted as reporting to the body or person prescribed as the principal regulator under the Charities Act 2011.

4.5. The Academy Trust must comply with the 16 -19 Funding Guidance published by the Secretary of State, in respect of its provision for pupils above compulsory school age until the academic year in which they reach the age of 19.

4.5A Not used.

Application of the Academies Financial Handbook

4.6. In relation to the use of grant paid to the Academy Trust by the Secretary of State, the Academy Trust must follow the requirements of, and have regard to the guidance in, the Academies Financial Handbook.

4.7. The Academy Trust must have adequate insurance cover or opt into the Department for Education's arrangements as set out in the Academies Financial Handbook.

4.8. The Academy Trust must submit information about its finances to the Secretary of State in accordance with the Academies Financial Handbook, or as otherwise specified by the Secretary of State.

Budgeting for funds

4.9. The Academy Trust must balance its budget from each Academy Financial Year to the next. For the avoidance of doubt, this does not prevent the Academy Trust from:

a) subject to clause 4.14, carrying a surplus from one Academy Financial Year to the next; or

b) carrying forward from previous Academy Financial Years sufficient cumulative surpluses on grants from the Secretary of State to meet an in-year deficit on such grants in a subsequent financial year, in accordance with clauses 4.14-4.17; or

c) incurring an in-year deficit on funds from sources other than grants from the Secretary of State in any Academy Financial Year, provided it does not affect the Academy Trust's responsibility to ensure that the Academy balances its overall budget from each Academy Financial Year to the next.

4.10. The Academy Trust may spend or accumulate funds from private sources or public sources, other than grants from the Secretary of State. Any surplus from private or public sources other than grants from the Secretary of State must be separately identified in the Academy Trust's accounts.

4.11. Not used.

4.12. The Academy Trust's budget must be approved for each Academy Financial Year by the Board of Charity Trustees.

4.13. The approved budget must be submitted to the Secretary of State in a form, and by a date, to be notified by the Secretary of State.

Carrying forward of funds

4.14. At the end of any Academy Financial Year the Academy Trust may carry forward unspent GAG from previous Academy Financial Years without limit (unless a limit is specified in the Academies Financial Handbook, or otherwise specified in writing by the Secretary of State, in which case that limit will apply).

4.15. The Academy Trust must use any GAG carried forward only for the purposes of GAG as set out in this Agreement, or otherwise as specified in the Academies Financial Handbook or in writing by the Secretary of State.

4.16. Not used.

4.17. Any additional grant made in accordance with clause 3.24, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice, may be carried forward without limitation or deduction until the circumstances set out in clause 3.24 cease to apply, or the Academy closes.

4.18. Any unspent grant not allowed to be carried forward under clauses 4.14-4.17 may be taken into account in the payment of subsequent grant.

Annual accounts and audit

4.19. The Academy Trust must prepare and file with Companies House the annual reports and accounts required by the Companies Act 2006.

4.20. In addition, the Academy Trust must prepare its annual reports and accounts for each Academy Financial Year:

a) in accordance with the Charity Commission's 'Accounting and Reporting by Charities: Statement of Recommended Practice', as if the Academy Trust were a registered charity; and

b) additionally as the Secretary of State directs.

4.21. The Academy Trust's accounts must be audited annually by independent auditors appointed in line with the Academies Financial Handbook.

4.22. The accounts must carry an audit report stating whether, in the auditors' opinion, the accounts show a true and fair view of the Academy Trust's affairs. The accounts must also be accompanied by such other audit reports, relating to the use of grants and other matters, as the Secretary of State directs.

4.23. The Academy Trust's annual report must include the names of all members of the Academy Trust who served during the year.

4.24. The Academy Trust's annual reports and accounts, and the auditor's reports, must be submitted to the Secretary of State by 31 December each Academy Financial Year, or as otherwise specified by the Secretary of State.

4.25. The Academy Trust must publish on its website its annual reports and accounts, current memorandum of association, Articles and Funding Agreement and the names of its Charity Trustees and members. The Secretary of State may also publish the Academy Trust's annual reports and accounts, and the audit report, as he sees fit.

Keeping financial records

4.26. The Academy Trust must keep proper accounting records. Statements of income and expenditure, statements of cash flow and balance sheets must be produced in such form and frequency as the Secretary of State directs.

Access to financial records

4.27. The books of accounts and all relevant records, files and reports of the Academy Trust, including those relating to financial controls, must be open at all reasonable times to officials of the Department for Education and the National Audit Office, and to their agents and contractors, for inspection or carrying out value for money assessments. The Academy Trust must give those officials and contractors reasonable assistance with their enquiries. For the purposes of this clause 'relevant' means in any way relevant to the provision and use of grants provided by the Secretary of State under this Agreement.

4.28. The Secretary of State may, at his expense, instruct auditors to report to him on the adequacy and effectiveness of the Academy Trust's accounting systems and internal controls to standards determined by the Secretary of State, and to make recommendations for improving the Academy Trust's financial management.

Acquiring and disposing of Publicly Funded Assets

4.29. In relation to Publicly Funded Assets, the Academy Trust must not, without the Secretary of State's consent:

a) acquire or dispose of freehold land;

b) take up or grant a lease of land;

c) dispose of any other class of capital asset,

except as expressly permitted in the Academies Financial Handbook, and subject to Part 3 of Schedule 1 to the Academies Act 2010.

4.30. The Academy Trust must give the Secretary of State 30 days' notice t of its intention to take any of the actions in clause 4.29 (a) – (c) regardless of whether the Secretary of State's consent is required.

Retaining proceeds from the disposal of capital assets

4.31. Except as permitted in the Academies Financial Handbook, if the Academy Trust sells capital assets which were acquired or enhanced wholly or partly using payments made by or on behalf of HM Government, the Academy Trust must pay to the Secretary of State, at his request, an amount of the sale proceeds equivalent to the proportion of the original cost of the acquisition or enhancement which was met by or on behalf of HM Government.

4.32. If the Academy Trust sells a capital asset which was transferred to it for no or nominal consideration from a LA, the Predecessor School or the Predecessor School's foundation, the Academy Trust must, if required by the Secretary of State, pay all or part of the sale proceeds to the LA or to the Secretary of State, taking into account the amount of the proceeds to be reinvested by the Academy Trust.

Transactions outside the usual planned range

4.33. In relation to Publicly Funded Assets, the Academy Trust must not, without the Secretary of State's consent:

a) give any guarantees, indemnities or letters of comfort, except such as are given in normal contractual relations; or

b) write off any debts or liabilities owed to it; or

c) offer to make any special payments as defined in HM Treasury's publication 'Managing Public Money' (including ex gratia payments, staff severance payments and compensation payments)

if the value of those transactions would be above any threshold specified in the Academies Financial Handbook.

4.34. The Academy Trust must give the Secretary of State 30 days' notice (or such shorter period as the Secretary of State may agree) of its intention to take any of the actions in clause 4.33 (a) – (c) regardless of whether the Secretary of State's consent is required.

4.35. The Academy Trust must promptly notify the Secretary of State of any loss arising from suspected theft or fraud in line with the requirements in the Academies Financial Handbook, or otherwise specified by the Secretary of State.

Borrowing

4.36. Except as permitted in the Academies Financial Handbook, the Academy Trust must not borrow against Publicly Funded Assets, or so as to put Publicly Funded Assets at risk, without the Secretary of State's consent.

5. **<u>LAND CLAUSES</u>**

"**Land**" means the land at Cotham Lawn Road, Cotham, Bristol, BS6 6DT and Stoke Lodge Playing Fields, Shirehampton Road, Bristol, being the land registered with leasehold title numbers BL126411 and BL126410 and demised by the Lease.

"**Lease**" means the leases, any subsequent variations to the leases or other occupational agreement between the Academy Trust and a third party (the "**Landlord**") under which the Academy Trust derives title to the Land.

"**Property Notice**" means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord) which materially affects the Academy Trust's ability to use the Land for the purposes of the Academy or any correspondence that affects the extent of the Land.

Restrictions on Land transfer

5.1. The Academy Trust must:

a) within 28 days of the signing of this Agreement in circumstances where the Land is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Land to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the "**Restriction**") to be entered in the proprietorship register for the Land:

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;

b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;

c) promptly confirm to the Secretary of State when the Restriction has been registered;

d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and

e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

Obligations of the Academy Trust

5.2. The Academy Trust must keep the Land clean and tidy and make good any damage or deterioration to the Land. The Academy Trust must not do anything to lessen the value or marketability of the Land without the Secretary of State's consent.

5.3. The Academy Trust must comply with the Lease and promptly enforce its rights against the Landlord.

5.4. The Academy Trust must not, without the Secretary of State's consent:

a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;

b) grant any consent or licence; or

c) create or allow any encumbrance; or

d) part with or share possession or occupation; or

e) enter into any onerous or restrictive obligations,

in respect of all or part of the Land provided that the Academy Trust may grant a licence or share occupation of part of the Land with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are within the uses permitted by the Lease and where no relationship of landlord and tenant arises as a result of such occupation.

Option

5.5. The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire the Land at nil consideration. The Secretary of State may exercise the Option in writing

a) if this Funding Agreement is terminated for any reason;

b) at any time on or after the issue of a Termination Notice; or

c) if, under clause 5.11, the Academy Trust and the Secretary of State agree that part of the Land should be demised or subleased to another academy trust;

d) if, under clause 5.13, the Academy Trust cannot use all or part of the Land as the permanent site of the Academy.

5.5.A If the Option is exercised, completion will take place;

a) 28 days after the exercise date where a Termination Notice has not been issued; or

b) where a Termination Notice has been issued, the date specified in the Termination Notice as to when this Agreement shall terminate;

and in either case in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

Option notice

5.6. The Academy Trust:

a) must, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the "**Option Notice**") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;

b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;

c) must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and

d) must, in the case of previously unregistered land, within 14 days after acquiring the Land or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of State a copy of the relevant entry within 7 days after the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

Property notices

5.7. If the Academy Trust receives a Property Notice, it must:

a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;

b) promptly give the Secretary of State all the information he asks for about it;

c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and

d) use its best endeavours to help the Secretary of State in connection with it.

Breach of Lease

5.8. If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.

5.9. After notifying the Secretary of State under clause 5.8, the Academy Trust must:

a) promptly give the Secretary of State all the information he asks for about the breach;

b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and

c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

Sharing the Land

5.10 Where:

a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and

b) the Secretary of State then considers that not all the Land is needed for the operation of the Academy at planned capacity,

the Secretary of State must consult with the Academy Trust to determine whether part of the Land could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the Land.

5.11 To the extent the Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 5.10, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the Lease in order to enable it to share occupation of the Land with the incoming academy trust and to provide the incoming academy trust with security of occupancy over the Land occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause.

5.12 For the purposes of clause 5.10:

a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;

b) a **parental need** will arise when the Department for Education is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from Parents in that area; and

c) **planned capacity** has the meaning given in clause 2.10.

5.13 If the Academy Trust cannot use all or part of the Land as the permanent site of the Academy but the Secretary of State agrees not to terminate this Agreement on that basis, the Secretary of State may notify the Academy Trust that he intends to exercise the Option to transfer the Land for nil consideration to himself or his nominee.

5.14 On or following the issue of a Termination Notice, the Secretary of State may give notice that he intends to exercise his rights under clause 5.5. Any such notice is without prejudice to his right to exercise any other rights available to him.

6. **<u>COMPLAINTS</u>**

6.1. If a complaint is made about matters arising wholly or partly before the Academy opened, and all or part of that complaint was investigated by the Local Government Ombudsman under Part III of the Local Government Act 1974 ("**Part III**"), or could have been investigated under Part III if the Predecessor School had remained a maintained school, the Academy Trust:

a) must abide by the provisions of Part III as if the Academy were a maintained school;

b) agrees that the Secretary of State will have the power to investigate the subject of the complaint as if it had taken place after the Academy opened; and

c) must act in accordance with any recommendation from the Secretary of State as if that recommendation had been made under Part III and the Academy were a maintained school.

6.2. If the Secretary of State could have given an order or a direction under sections 496 or 497 of the Education Act 1996 to the governing body of the Predecessor School relating to matters occurring within the 12 months immediately before the Academy opened, the Academy Trust:

a) agrees that the Secretary of State may give orders or directions to the Academy Trust as though the Academy were a maintained school and sections 496 and 497 applied to the governing body of that maintained school; and

b) must act in accordance with any such order or direction from the Secretary of State.

6.3. If a complaint made to the governing body of the Predecessor School has not been fully investigated when the Academy opens, the Academy Trust must continue to investigate that complaint in accordance with the complaints procedures established by that governing body.

6.4. If a complaint is made to the Academy Trust about matters arising wholly or partly during the 12 months before the Academy opened, the Academy Trust agrees to investigate that complaint as if the matter complained of had taken place after the Academy opened.

7. <u>TERMINATION</u>

Termination by either party

7.1. Either party may give at least seven Academy Financial Years' notice to terminate this Agreement. Such termination would take effect on 31 August of the relevant year.

Termination Warning Notice

7.2. The Secretary of State may serve a Termination Warning Notice where he considers that:

a) the Academy Trust has breached the provisions of this Agreement; or

b) the standards of performance of pupils at the Academy are unacceptably low; or

c) there has been a serious breakdown in the way the Academy is managed or governed; or

d) the safety of pupils or staff is threatened, including by a breakdown of discipline; or

e) the Academy is Coasting provided he has notified the Academy Trust that it is Coasting.

7.3. A Termination Warning Notice served under clause 7.2 will specify:

a) the action the Academy Trust must take;

b) the date by which the action must be completed; and

c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action.

7.4. The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed.

7.5. If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 7.3(c), or has not completed the action required in the Termination Warning Notice under clauses 7.3(a) and (b) (and any further action specified under clause 7.4) he may serve a Termination Notice.

Termination by the Secretary of State after inspection

7.6. If the Chief Inspector gives notice to the Academy Trust that:

a) special measures are required to be taken in relation to the Academy; or

b) the Academy requires significant improvement,

the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations.

7.6A Not used.

7.7. If the Secretary of State has served a Termination Warning Notice under clause 7.6 and:

a) has not received any representations from the Academy Trust by the date specified in the notice; or

b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated,

he may serve a Termination Notice.

7.8. Not used.

Termination by the Secretary of State

7.9. If the Secretary of State has determined that the Academy will be removed from the Register of Independent Schools and no appeal against the determination is pending, he may serve a Termination Notice.

7.10. The Secretary of State may serve a Termination Notice if any of the following events occurs, or if he considers that there is a serious risk that any of them may occur:

a) the Academy Trust calls a formal or informal meeting of its creditors or enters into any formal or informal composition or arrangement with its creditors; or

b) the Academy Trust proposes a voluntary arrangement within section 1 of the Insolvency Act 1986; or

c) the Academy Trust cannot pay its debts within the meaning of section 123 of the Insolvency Act 1986 with, for the purposes of this clause, section 123 (1)(a) of this Act having an effect as if £10,000 were substituted for £750. The Academy Trust will not be considered unable to pay its debts for the purposes of this clause if it is contesting any such demand in good faith; or

d) the Academy Trust has a receiver and manager (except those appointed by the Charity Commission under the Charities Act 2011), administrator or administrative receiver appointed over all or part of its undertakings, assets or income; or

e) any distraint, execution or other process is levied or enforced on any of the Academy Trust's property and is not paid out, withdrawn or discharged within 15 Business Days; or

f) the Academy Trust has passed a resolution for its winding up; or

g) an order is made for the winding up or administration of the Academy Trust.

7.11. The Academy Trust must promptly notify the Secretary of State, with an explanation of the circumstances, after receiving any petition which may result in an order for its winding up or administration.

7.12. If

a) Any Charity Trustee or member of the Academy Trust refuses to consent to any checks required under this Agreement, or as otherwise requested by the Secretary of State; or

b) The Secretary of State determines that any Charity Trustee or member of the Academy Trust is unsuitable,

the Secretary of State may:

i. direct the Academy Trust to ensure that the Charity Trustee or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or

ii. serve a Termination Notice.

7.13. For the purposes of clause 7.12 a Charity Trustee or member of the Academy Trust will be "unsuitable" if that Charity Trustee or member:

a) has been convicted of an offence;

b) has been given a caution in respect of an offence;

c) is subject to a relevant finding in respect of an offence; or

d) has engaged in relevant conduct,

as a result of which, the Secretary of State considers that that Charity Trustee or member is unsuitable to take part in the management of the Academy.

7.14. For the purposes of clause 7.13:

a) a Charity Trustee or member of the Academy Trust will be subject to a "relevant finding" in respect of an offence if:

i. that Charity Trustee or member has been found not guilty of the offence by reason of insanity;

ii. that Charity Trustee or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or

iii. a court outside the United Kingdom has made a finding equivalent to that described in paragraphs (i) and (ii) above.

b) "relevant conduct" is conduct by a Charity Trustee or member of the Academy Trust which is:

i. aimed at undermining the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or

ii. found to be in breach of professional standards by a professional body; or

iii. so inappropriate that, in the opinion of the Secretary of State, it makes that Charity Trustee or member unsuitable to take part in the management of the Academy.

7.15. Not used.

7.16. Not used.

7.17. Not used.

7.18. Not used.

7.19. Not used.

Change of Control

7.20. The Secretary of State may at any time, subject to clause 7.21, serve a Termination Notice if there is a change:

a) in the Control of the Academy Trust; or

b) in the Control of a legal entity that Controls the Academy Trust.

7.21. Where a person (‘P’) is a member or director of a body corporate (as a corporation sole or otherwise) by virtue of an office, no change of Control arises merely by P’s successor becoming a member or director in P’s place.

7.22. The Academy Trust must promptly notify the Secretary of State if there is a proposed or actual change of Control of the Academy Trust, or of a legal entity that Controls the Academy Trust.

7.23. When notifying the Secretary of State under clause 7.22, the Academy Trust must seek his agreement that, if he is satisfied with the change of Control, he will not exercise his right to terminate this Agreement under clause 7.20.

Funding and admission during notice period

7.24. If the Secretary of State serves a Termination Notice under clause 7.1, the Academy Trust may continue during the notice period to admit pupils to the Academy, and to receive GAG and EAG, in accordance with this Agreement.

7.25. If the Secretary of State serves a Termination Warning Notice or a Termination Notice otherwise than under clause 7.1, the Academy Trust may continue during the notice period to admit pupils to the Academy (unless the Secretary of State specifies otherwise), and to receive GAG and EAG, in accordance with this Agreement.

Effect of Termination

7.26. If this Agreement is terminated, the Academy will cease to be an Academy within the meaning of sections 1 and 1A of the Academies Act 2010.

7.27. Subject to clauses 7.28 and 7.29, if the Secretary of State terminates this Agreement under clause 7.1, he will indemnify the Academy Trust. If the Secretary of State terminates this Agreement otherwise than under clause 7.1, he may at his discretion indemnify or compensate the Academy Trust.

7.28. The amount of any such indemnity or compensation will be determined by the Secretary of State, having regard to representations made to him by the Academy Trust, and will be paid as and when the Secretary of State considers appropriate.

7.29. The categories of expenditure incurred by the Academy Trust in consequence of termination, for which the Secretary of State may indemnify the Academy Trust under clauses 7.27, may include:

a) staff compensation and redundancy payments;

b) compensation payments in respect of broken contracts;

c) expenses of disposing of assets or adapting them for other purposes;

d) legal and other professional fees; and

e) dissolution expenses.

7.30. If this Agreement is terminated, and the Academy Trust owns capital assets which have been partly or wholly funded by HM Government, the Academy Trust must, as soon as possible after the termination date:

a) transfer a proportion of those capital assets, equal to the proportion of the original financial contribution made by HM Government, to a nominee of the Secretary of State to use for educational purposes; or

b) if the Secretary of State directs that a transfer under clause 7.30(a) is not required, pay to the Secretary of State at the termination date (or, by agreement with the Secretary of State, at the date of their subsequent disposal) a sum equivalent to the proportion of the original financial contribution made by HM Government.

7.31. The Secretary of State may:

a) waive all or part of the repayment due under sub-clause 7.30(b) if the Academy Trust obtains his permission to invest the sale proceeds for its charitable purposes; or

b) direct the Academy Trust to pay all or part of the sale proceeds to the relevant LA.

8. <u>OTHER CONTRACTUAL ARRANGEMENTS</u>

Information

8.1. The Academy Trust must promptly provide to the Secretary of State any information that he requests about the Academy Trust or the Academy, which he regards as necessary to fulfil his role and responsibilities.

8.2. The Secretary of State will give the Academy Trust any information it reasonably requires of him for the running of the Academy.

Access by the Secretary of State's Officers

8.3. The Academy Trust must allow Department for Education officials to enter the Academy at any reasonable time. All records, files and reports relating to the running of the Academy must be available to them at any reasonable time. Two Department for Education officials may attend and speak at any meetings of the Board of Charity Trustees or any other meetings of Charity Trustees of the Academy Trust, but will withdraw from any discussion of the Academy's or the Academy Trust's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State.

8.4. The following documents must be provided to the Secretary of State or any person nominated by the Secretary of State on request:

a) the agenda for every meeting of the Board of Charity Trustees or any committee to which it delegates any of its functions;

b) the draft minutes of every such meeting, if they have been approved by the chairman of that meeting;

c) the signed minutes of every such meeting; and

d) any report, document or other paper considered at any such meeting.

8.5. The Academy Trust may exclude from items provided under clause 8.4 any content relating to:

a) a named teacher or other person employed, or proposed to be employed, at the Academy;

b) a named pupil at, or candidate for admission to, the Academy; and

c) any matter which, the Academy Trust reasonably believes should remain confidential.

Information Sharing with Local Authorities – Statutory Responsibilities

8.5.1. The Academy Trust must provide:

a) the name, address and date of birth of the pupil or student;

b) the name and address of a parent of the pupil or student;

c) information in the institution's possession about the pupil or student (except if the pupil or student concerned (in the case of a pupil or student who has attained the age of 16) or a parent of the pupil or student concerned (in the case of a pupil or student who has not attained the age of 16) has instructed the Academy Trust not to provide information of that kind);

upon request under section 14 of the Education and Skills Act 2008 from a LA (for the purpose of enabling or assisting it to exercise its functions under Part 1 of that Act); or

upon request under section 72 of that Act from a body providing services under sections 68 or 70(1)(b) of the Act (for the purposes of providing such services).

Notices

8.6. A notice or communication to a party in connection with this Agreement:

a) must be in writing (excluding email, except where agreed in advance) and in English;

b) must be delivered by hand or sent by pre-paid first-class post or other next Business Day delivery service;

c) will be deemed to have been received:

i. if delivered by hand, at the time when a delivery receipt is signed or when the notice is left at the address in paragraph (d), or

ii. if posted, at 9.00 am on the second Business Day after posting; and

d) must be sent to the party for the attention of the contact and at the address listed as follows (or to a different contact or address previously notified to the sending party, the change taking effect five Business Days after deemed receipt of the notice):

Name of party	**Position of contact**	**Address**
Secretary of State	Head of Academies Division	Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT

Name of party	Position of contact	Address
Academy Trust	Chair of Board of Charity Trustees	Cotham School, Cotham Lawn Road, Cotham, Bristol. BS6 6DT

General provisions

8.7. The Academy Trust cannot assign this Agreement.

8.8. Failure to exercise, or a delay in exercising, any right or remedy of the Secretary of State under this Agreement (including the right to terminate it), or a single or partial exercise of such a right or remedy, is not a waiver of, and does not prevent or restrict any initial or further exercise of, that or any other right or remedy.

8.9. Termination of this Agreement will not affect the accrued rights, remedies, obligations or liabilities of the parties to this Agreement existing at termination.

8.10. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all of which will together constitute the same agreement.

8.11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales, and submitted to the exclusive jurisdiction of the courts of England and Wales.

8.12. Not used.

ANNEXES

Annex A

ADMISSION OF CHILDREN AND YOUNG PEOPLE WITH EDUCATION, HEALTH AND CARE PLANS

"**EHC plan**" means an Education, Health and Care plan made under section 37 of the Children and Families Act 2014.

The Children and Families Act 2014 imposes duties directly on Academies in respect of pupils with SEN, including the admission of pupils with EHC plans. If the Academy Trust considers that an LA should not have named the Academy in an EHC plan, it may ask the Secretary of State to determine whether the LA has acted unreasonably, and to make an order directing the LA to reconsider. The Academy Trust must admit the pupil if such a determination is pending. The Secretary of State's determination as to whether the LA acted unreasonably will be final, subject to any right of appeal which a parent of the pupil or the pupil (if over compulsory school age) may have to the First-tier Tribunal (Special Educational Needs and Disability) or the Upper Tribunal Administrative Appeals Chamber.

Department
for Education

We welcome feedback. If you would like to make any comments about this publication, please email AFSPD.feedback@education.gov.uk, quoting the title of this document. Specific project queries should be sent to the allocated project lead/lead contact.

About this publication:
enquiries www.education.gov.uk/contactus.
download www.gov.uk/government/publications.

Reference: DfE-00219-2020

Follow us on Twitter: @educationgovuk

Like us on Facebook: facebook.com/educationgovuk

Ofsted
raising standards
improving lives

Research and analysis

Levelling the playing field: the physical education subject report

Published 20 September 2023

Applies to England

Contents

primary teachers felt confident teaching PE, with 15% reporting that they are not confident.[footnote 11] Despite 10 years of PE and sport premium funding, and the first of the 5 key areas of improvement being ‘increased confidence, knowledge and skills of all staff in teaching PE and sport’, some of the changes in policy have not had the widespread intended impact. [footnote 12]

Knowledge in PE (for a glossary of key terms see Appendix A)

In this report we refer to 3 conceptually distinct but functionally connected forms of knowledge that allow pupils to make progress towards the aims of the national curriculum in PE. These are not terms that Ofsted expects pupils or staff to use during inspections. These forms of knowledge are:

- motor competence – knowledge of the range of movements that become increasingly specific to sport and physical activity
- rules, strategies and tactics – knowledge of the conventions of participation in different sports and physical activities
- healthy participation – knowledge of safe and effective participation

Main findings

Many schools visited have enough time in the timetable to teach a broad and ambitious PE curriculum. Most primary schools teach PE for 2 hours per week. Around half of secondary schools teach PE for 2 hours per week for both key stage 3 and key stage 4.

A small number of the schools have clearly defined the broad and overarching aims of their curriculum and broken them down into a clear progression of the knowledge pupils need to learn.

In the schools where the curriculum is stronger, the most appropriate physical activities and sports to teach are prioritised. These activities are selected because they enable pupils to learn essential subject-specific knowledge to meet clearly defined, ambitious end points of the curriculum.

In nearly half of the primary schools, children in Reception are well supported by knowledgeable adults to develop safe, efficient and effective movement quickly.

Verbal explanations given by staff in lessons are often clear and precise. In most schools, they use subject-specific vocabulary and question pupils effectively to check their understanding. Pupils' verbal recall is strong for areas of the curriculum that are taught more clearly, and key content is revisited.

Pupils with special educational needs and/or disabilities (SEND) are supported to achieve well in PE in just over half of the schools. In these schools this is because:

- the curriculum end points are clearly defined and ambitious for all
- staff (including teaching assistants (TAs) and unqualified staff teaching PE) are well trained and supported to implement specific strategies for pupils with SEND
- staff have clear, specific and actionable information to support them in meeting the pupils' needs in a PE setting.

Many pupils we spoke with have a broad understanding of health, particularly the social and mental health benefits associated with participating in physical activity. They spoke confidently about what they have been taught in personal, social and health education (PSHE) and science lessons to help them to develop a clear understanding of health.

In a small number of schools, assessment in PE is well designed. Assessment objectives are clearly defined and aligned carefully to what has been identified as knowledge that is important for pupils to have and to put into practice.

All the secondary schools teach PE- or sport-related qualifications at key stage 4 and/or key stage 5. In all these schools, the exam specification informs the curriculum. The knowledge to be taught is set out clearly and precisely, and sequenced carefully to give pupils opportunities to revisit and secure prior learning. Teachers give pupils high-quality explanations with relevant real-life examples. This means that the planning and teaching of PE qualifications are stronger than the teaching of compulsory PE at key stage 4.

Many curriculums across both primary and secondary schools are intended to give pupils experience of a wide range of sports or physical activities. However, it is not always clear how what is being taught or the order of teaching in the curriculum are supporting all pupils to know more and do more in PE. As a result, many curriculums lack coherence.

The average time spent on one ‘topic’ or activity in each year is 5 hours. This means that, for many pupils, the curriculum design does not give them the time they need to build knowledge and develop relative fluency before moving on to a new activity that requires prior learning.

Many schools do not match the ambition of the national curriculum. In two thirds of the schools, dance is not taught to all pupils, or the dance content being taught is not well organised. Furthermore, in three quarters of schools, outdoor adventurous activities (OAA) are either not taught effectively or not taught at all. In comparison, nearly every curriculum includes football to support the teaching of attack and defence. In schools where the curriculum does not match the ambition of the national curriculum, this narrows pupils’ experience of PE.

Pupils’ swimming and water safety attainment in primary schools is mixed. In many schools this is due in part to the cost of transport and access to swimming pools, and in part to the challenges schools have faced because of COVID-19. However, in many schools, the evaluation of the swimming and water safety element of the curriculum is limited, and many schools do not make full use of the PE and sport premium, which can be used to fund top-up swimming lessons, where needed.

Across both primary and secondary schools, most pupils are actively participating in lessons. However, the quality of what they are doing is variable. Where it is weaker, pupils lack the foundational knowledge needed for the next stage of the curriculum or to participate meaningfully in competitive elements of PE lessons. Significant gaps in motor competence are not identified and addressed quickly in many primary schools, particularly fundamental movement skills (FMS).

A small number of pupils in both primary and secondary schools routinely miss PE lessons so that they can receive support in other areas of the curriculum. For example, some practise reading in key stage 1 or complete work from other subjects in key stage 4. In addition, the amount of time allocated to PE in the timetable significantly reduces in key stage 4.

In most of the secondary schools, the compulsory key stage 4 PE curriculum lacks rigour, balance and depth. It rarely matches the ambition of the national curriculum. The important knowledge to be taught is not always clearly identified, and teaching is not supporting all pupils to make progress in compulsory PE.

In some schools there is a strategic approach to developing staff's subject knowledge, and how to teach it, through continuing professional development (CPD). In these schools, staff receive effective training in teaching the planned curriculum.

Extracurricular provision is broad and ambitious across primary and secondary schools. All pupils have opportunities to experience different activities and also get better at what they are learning in PE. However, over half of the schools do not monitor attendance at extra-curricular clubs and activities. This means that it is not always clear whether their extracurricular programme is inclusive for all.

Discussion of the findings

Department
for Education

Guidance

Potential security threats and preventative measures guidance

Updated 3 July 2026

Applies to England

Contents

This publication is available at https://www.gov.uk/government/publications/school-and-college-security/potential-security-threats-and-preventative-measures

While it is difficult to be prescriptive regarding the security threats faced by individual schools or colleges there are certain preventative measures which can be taken according to individual requirements arising from the security risk assessment.

Crime

Criminal activity may include:

- arson
- theft
- vandalism
- trespass
- malicious damage
- graffiti
- protest
- kerb crawling/loitering
- drug dealing/drug abuse
- threats from former pupils/residents
- carrying and use of offensive weapons, especially knives

Preventative measures could include:

- CCTV to monitor and record activity within and around the estate
- integrated access control systems to control, monitor and deny access when necessary
- intrusion detection systems, for example effective perimeter fencing to protect against intruders, security lighting and security glazing, intruder alarm systems

Terrorist attacks

Currently, terrorist attacks are most likely to take the form of:

- improvised explosive devices
- gun or knife attack
- vehicle as a weapon

Other less likely forms include:

- postal devices
- chemical substances

Preventative measures could include:

- increase staff ACT awareness (https://www.gov.uk/government/news/act-awareness-elearning) of what to do and how to react
- effective screening of staff, students and visitors to schools and colleges for prohibited items
- public address/voice alarm systems to enable direct communication to staff, students and intruders
- effective building controls including the ability to lockdown parts of the school or college, minimising direct access to school or college buildings in a vehicle with speed bumps, warning and directional signage and vehicle blocking using barriers and structural furniture

Information security

Information security breach might include:

- the theft and unauthorised access to significant confidential information, for example exam papers
- guidance, standards and policy documents
- the unauthorised access to personal information, for example bank and credit card details, health records

Preventative measures could include:

- policies to manage and monitor access to sensitive and personal information, including restricting access to authorised users, audit trails for changes to records
- training for all staff on General Data Protection Regulation requirements and cyber threats

Cyber security

A cyber security incident might include malicious software execution resulting in:

- outages
- data loss
- costs incurred to recover associated data and access to the system

Preventative measures could include:

- ensuring all software and devices have security patches applied regularly, including anti-virus, which should be automated and only use software and operating systems that are supported
- ensuring the network is securely configured, turn on firewalls and follow best practice for end user devices
- performing regular data backups, ensuring they are stored independently and/or appropriately protected
- understanding your reliance on IT and have a business continuity plan to enable you to operate without it
- regularly review policies to ensure cyber security standards are maintained
- implementing content filtering to prevent inappropriate content access
- verify email senders, do not circumvent your security processes
- having effective policies to educate staff and pupils on your cyber security
- consider looking at National Cyber Security Centre advice for small and medium sized organisations (https://www.ncsc.gov.uk/section/information-for/small-medium-sized-organisations) for further information

Personal security

Personal security breach might include:

- physical attack
- intimidation
- bullying
- lone working (staff, pupils and visitors)

Preventative measures could include:

- banning individuals who pose a threat to staff and pupils
- effective reporting and follow up of incidents and involving police if necessary
- lone worker risk assessments and laid out procedures to alert others, issue of personal attack alarms

Chemical and biological

Chemical and biological threats might include:

- throwing of a corrosive substance/acid to cause harm or targeted chemical attack

Preventative measures could include:

- safe and secure storage of chemicals in line with industry standards
- safe handling training for staff and pupils prior to use in lessons
- rehearsed response in line with local emergency/disaster plans and remove guidance

Department for Education

Keeping children safe in education 2025

Statutory guidance for schools and colleges

September 2025

Contents

Summary

The status of this guidance

This is statutory guidance from the Department for Education ('the Department') issued under Section 175 of the Education Act 2002 (as amended), the Education (Independent School Standards) Regulations 2014, the Non-Maintained Special Schools (England) Regulations 2015 and the Apprenticeships, Skills, Children and Learning Act 2009 (as amended). Schools and colleges in England **must** have regard to it when carrying out their duties to safeguard and promote the welfare of children. For the purposes of this guidance children includes everyone under the age of 18.

About this guidance

We use the terms **"must"** and **"should"** throughout the guidance. We use the term "**must**" when the person in question is legally required to do something, and "**should**" when the advice set out should be followed unless there is good reason not to. The guidance **should** be read alongside:

- statutory guidance Working Together to Safeguard Children, and
- departmental advice What to do if you're worried a child is being abused: advice for practitioners

Unless otherwise specified:

- '**school**' means: all schools whether maintained, non-maintained or independent schools (including academies, free schools and alternative provision academies), maintained nursery schools[1] and pupil referral units.
- '**college**' means further education colleges and sixth-form colleges as established under the Further and Higher Education Act 1992 and institutions designated as being within the further education sector.[2] College also means providers of post-16 Education as set out in the Apprenticeships, Skills, Children and Learning Act 2009 (as amended).[3]16-19 Academies, Special Post-16 institutions and

---

[1] The Early Years Foundation Stage Framework (EYFS) is mandatory for all early years' providers. It applies to all schools, including maintained nursery schools that have early years provision. Maintained nursery schools, like the other schools listed under 'About this guidance', must have regard to Keeping children safe in education when carrying out duties to safeguard and promote the welfare of children (by virtue of section 175(2) of the Education Act 2002 – see footnote 19 for further detail on this requirement).
[2] Under section 28 of the Further and Higher Education Act 1992 ('designated institutions').
[3] Apprenticeships, Skills, Children and Learning Act 2009 (as amended)

Independent Training Providers. For colleges, the guidance relates to their responsibilities towards children who are receiving education or training at these institutions.

Victims and alleged perpetrator(s)

For the purposes of this guidance, we, in places, use the term '**victim**'. It is a widely recognised and understood term. It is important that schools and colleges recognise that not everyone who has been subjected to abuse considers themselves a victim or would want to be described in this way. Ultimately, schools and colleges should be conscious of this when managing any incident and be prepared to use any term with which the child is most comfortable.

For the purpose of this guidance, we, in places, use the term '**alleged perpetrator(s)**' and where appropriate '**perpetrator(s)**'. These are widely used and recognised terms and the most appropriate to aid effective drafting of guidance. However, schools and colleges should think very carefully about terminology, especially when speaking in front of children, not least because in some cases the abusive behaviour will have been harmful to the perpetrator as well. As above, the use of appropriate terminology will be for schools and colleges to determine, as appropriate, on a case-by-case basis.

Who this guidance is for

This statutory guidance should be read and followed by:

- **governing bodies of maintained schools** (including maintained nursery schools) and colleges which includes providers of post-16 Education as set out in the Apprenticeships, Skills, Children and Learning Act 2009 (as amended): 16-19 Academies, Special Post-16 institutions and Independent Training Providers
- **proprietors of independent schools** (including academies, free schools and alternative provision academies) and non-maintained special schools. In the case of academies, free schools and alternative provision academies, the proprietor will be the academy trust
- **management committees of pupil referral units** (PRUs), and
- **senior leadership teams**

Throughout the guidance, reference to '**governing bodies and proprietors**' includes management committees unless otherwise stated.

School and college staff

It is essential that **everybody** working in a school or college understands their safeguarding responsibilities. Governing bodies and proprietors should ensure that those staff who work directly with children read **at least** Part one of this guidance.

Governing bodies and proprietors, working with their senior leadership teams and especially their designated safeguarding lead, should ensure that those staff who do not work directly with children read either Part one or Annex A (a condensed version of Part one) of this guidance. This is entirely a matter for the school or college and will be based on their assessment of which guidance will be most effective for their staff to safeguard and promote the welfare of children.

Governing bodies and proprietors should ensure that mechanisms are in place to assist staff to understand and discharge their roles and responsibilities as set out in Part one (or Annex A if appropriate) of this guidance.

What this guidance replaces

This guidance replaces Keeping children safe in education September 2024 version. A table of changes is included at Annex F.

Part one: Safeguarding information for all staff

What school and college staff should know and do

A child centred and co-ordinated approach to safeguarding

1. Schools and colleges and their staff are an important part of the wider safeguarding system for children. This system is described in the statutory guidance Working Together to Safeguard Children.

2. Safeguarding and promoting the welfare of children is everyone's responsibility. 'Children' includes everyone under the age of 18. Everyone who comes into contact with children and their families has a role to play. In order to fulfil this responsibility effectively, all practitioners should make sure their approach is child centred. This means that they should consider, at all times, what is in the best interests of the child.

3. No single practitioner can have a full picture of a child's needs and circumstances. If children and families are to receive the right help at the right time, everyone who comes into contact with them has a role to play in identifying concerns, sharing information and taking prompt action. Safeguarding and promoting the welfare of children is defined for the purposes of this guidance as:

- providing help and support to meet the needs of children as soon as problems emerge
- protecting children from maltreatment, whether that is within or outside the home, including online
- preventing the impairment of children's mental and physical health or development
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care
- taking action to enable all children to have the best outcomes

The role of school and college staff

4. School and college staff are particularly important, as they are in a position to identify concerns early, provide help for children, promote children's welfare and prevent concerns from escalating.

5. All staff have a responsibility to provide a safe environment in which children can learn.

where a child needs to be restrained to prevent violence or injury. 'Reasonable' in these circumstances means 'using no more force than is needed'. The use of force may involve either passive physical contact, such as standing between pupils or blocking a pupil's path, or active physical contact such as leading a pupil by the arm out of the classroom.

164. The department believes that the adoption of a 'no contact' policy at a school or college can leave staff unable to fully support and protect their pupils and students. The department therefore encourages principals, governing bodies, and proprietors to adopt sensible policies, which allow and support their staff to make appropriate physical contact. The decision on whether or not to use 'reasonable force' to control or restrain a child is down to the professional judgement of the staff concerned within the context of the law and should always depend on individual circumstances.

165. When using 'reasonable force' in response to risks presented by incidents involving children with SEND, mental health problems or with medical conditions, schools and colleges should in considering the risks carefully recognise the additional vulnerability of these groups. They should also consider their duties under the Equality Act 2010 (see paragraphs 84-91), for example in relation to making reasonable adjustments and their Public Sector Equality Duty. By planning positive and proactive behaviour support, for instance through drawing up individual behaviour plans for more vulnerable children, and agreeing them with parents and carers, schools and colleges can reduce the occurrence of challenging behaviour and the need to use 'reasonable force'.

- Departmental advice for schools is available at Use of Reasonable Force in Schools
- HM Government guidance Reducing the need for restraint and restrictive intervention sets out how to support children and young people with learning disabilities, autistic spectrum conditions and mental health difficulties who are at risk of restrictive intervention in special education settings, however all schools and colleges may find the information helpful.

Use of school or college premises for non-school/college activities

166. Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

167. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-schools settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

Alternative Provision

168. Where a school places a pupil with an alternative provision provider, it continues to be responsible for the safeguarding of that pupil and should therefore be satisfied that the placement meets the pupils needs.

169. The cohort of pupils in Alternative Provision often have complex needs, it is important that governing bodies and proprietors of these settings are aware of the additional risk of harm that their pupils may be vulnerable to. Schools should obtain written information from the alternative provider that appropriate safeguarding checks have been carried out on individuals working at their establishment (i.e. those checks that schools would otherwise perform on their own staff). This includes written confirmation that the alternative provider will inform the commissioning school of any arrangements that may put the child at risk (i.e. staff changes), so that the commissioning school can ensure itself that appropriate safeguarding checks have been carried out on new staff.

170. Schools should always know where a child is based during school hours. This includes having records of the address of the alternative provider and any subcontracted provision or satellite sites the child may attend. They should regularly review the alternative provision placements they make. Reviews should be frequent enough (at least half termly) to provide assurance that the child is regularly attending and the placement continues to be safe and meets the child’s

Part three: Safer recruitment

209. This part of the guidance has four sections providing schools and colleges with the legal requirements '**must** do', what they **should** do, what is considered **best practice** and **important information** about:

i. the recruitment and selection process

ii. pre-appointment and vetting checks, regulated activity and recording of information

iii. other checks that may be necessary for staff, volunteers and others, including the responsibilities on schools and colleges for children in other settings

iv. how to ensure the ongoing safeguarding of children and the legal reporting duties on employers.

Recruitment and selection process

210. This section focuses on ensuring potential applicants are given the right messages about the school and college's commitment to recruit suitable people.

211. It is vital that as part of their whole school or college approach to safeguarding governing bodies and proprietors create a culture that safeguards and promotes the welfare of children in their school or college. As part of this culture, it is important that they adopt robust recruitment procedures that deter and prevent people who are unsuitable to work with children from applying for or securing employment, or volunteering opportunities in schools and colleges.

212. Governing bodies and proprietors should ensure that those involved with the recruitment and employment of staff to work with children have received appropriate safer recruitment training, the substance of which should at a minimum cover the content of this part (Part three) of this guidance.

213. The School Staffing (England) Regulations 2009.[58] and the Education (Pupil Referral Units) (Application of Enactments) (England) Regulations 2007.[59] require governing bodies of maintained schools and management committees of pupil referral units (PRUs) to ensure that at least one of the persons who conducts an

---

[58] The School Staffing (England) Regulations 2009 (legislation.gov.uk) regulation 9.

[59] The Education (Pupil Referral Units) (Application of Enactments) (England) Regulations 2007 (legislation.gov.uk)

schools and colleges should decide on whether a basic DBS disclosure would be appropriate.

297. Under no circumstances should a contractor on whom no checks have been obtained be allowed to work unsupervised or engage in regulated activity relating to children. Schools and colleges are responsible for determining the appropriate level of supervision depending on the circumstances.

298. If an individual working at a school or college is self-employed, the school or college should consider obtaining the DBS check, as self-employed people are not able to make an application directly to the DBS on their own account.

299. Schools and colleges should always check the identity of contractors on arrival at the school or college.

Trainee/student teachers

300. Where applicants for initial teacher training are salaried by the school or college, the school or college must[102] ensure that all necessary checks are carried out. If these trainee teachers are engaging in regulated activity relating to children (which in most cases by the nature of the work, they will be), an enhanced DBS check (including children's barred list information) must [103] be obtained.

301. Where trainee teachers are fee-funded, it is the responsibility of the initial teacher training provider to carry out the necessary checks. Schools and colleges should obtain written confirmation from the provider that it has carried out all pre-appointment checks that the school or college would otherwise be required to perform, and that the trainee has been judged by the provider to be suitable to work with children.

302. There is no requirement for the school or college to record details of fee-funded trainees on the single central record. However, schools and colleges may wish to record this information under non statutory information, see paragraph 278.

Visitors

303. Schools and colleges have different types of visitors, those with a professional role i.e. educational psychologists, social workers etc. those connected with the building, grounds maintenance, children's relatives or other

[102] 16-19 Academies, Special Post-16 institutions and Independent Training Providers should ensure all necessary checks are carried out.
[103] 16-19 Academies, Special Post-16 institutions and Independent Training Providers must ensure an enhanced DBS check with barred list information is obtained as per their funding agreement.

visitors attending an activity in school such as a sports day. For visitors provided via a third party see paragraphs 290-293.

304. Schools and colleges should not request DBS checks or barred list checks, or ask to see existing DBS certificates, for visitors such as children's relatives or other visitors attending a sports day.

305. Headteachers and principals should use their professional judgement about the need to escort or supervise such visitors.

306. For visitors who are there in a professional capacity schools and colleges should check ID and be assured that the visitor has had the appropriate DBS check (or the visitor's employers have confirmed that their staff have appropriate checks. Schools and colleges should not ask to see the certificate in these circumstances).

307. Whilst external organisations can provide a varied and useful range of information, resources and speakers that can help schools and colleges enrich children's education, careful consideration should be given to the suitability of any external organisations.

308. School and college safeguarding policies should set out the arrangements for individuals coming onto their premises, which may include an assessment of the education value, the age appropriateness of what is going to be delivered and whether relevant checks will be required.

Volunteers

309. Under no circumstances should a volunteer on whom no checks have been obtained be left unsupervised or allowed to work in regulated activity.

310. Whilst volunteers play an important role and are often seen by children as being safe and trustworthy adults, the nature of voluntary roles varies, so schools and colleges should undertake a written risk assessment and use their professional judgement and experience when deciding what checks, if any, are required.

311. The risk assessment should consider:

- the nature of the work with children, especially if it will constitute regulated activity, including the level of supervision
- what the establishment knows about the volunteer, including formal or informal information offered by staff, parents and other volunteers
- whether the volunteer has other employment or undertakes voluntary activities where referees can advise on their suitability, and
- whether the role is eligible for a DBS check, and if it is, the level of the check, for volunteer roles that are not in regulated activity.

Learning lessons

424. Throughout the process in handling allegations and at conclusion of a case in which an allegation is substantiated, the LADO should review the circumstances of the case with the case manager to determine whether there are any improvements to be made to the school or college's procedures to help prevent similar events in the future. This should include issues arising from any decision to suspend the member of staff, the duration of the suspension and whether or not suspension was justified. Lessons should also be learnt from the use of suspension when the individual is subsequently reinstated. The LADO and case manager should consider how future investigations of a similar nature could be carried out without suspending the individual.

425. For all other cases, where the allegation concluded to be either, unfounded, false, malicious or unsubstantiated the case manager (and if they have been involved the LADO) should consider the facts and determine whether any lessons can be learned and if improvements can be made.

Non recent allegations

426. Where an adult makes an allegation to a school or college that they were abused as a child, the individual should be advised to report the allegation to the police. Non recent allegations made by a child, should be reported to the LADO in line with the local authority's procedures for dealing with non-recent allegations. The LADO will coordinate with local authority children social care and the police. Abuse can be reported no matter how long ago it happened.

Section two: Concerns or allegations that do not meet the harm threshold

427. Governing bodies and proprietors should have policies and processes to deal with **any** concerns or allegations which **do not** meet the harm threshold, referred to in this guidance as 'low-level' concerns. It is important that schools and colleges have appropriate policies and processes in place to manage and record any such concerns and take appropriate action to safeguard children.

Low-level concerns

428. As part of their whole school or college approach to safeguarding, schools and colleges should ensure that they promote an open and transparent culture in which all concerns about all adults working in or on behalf of the school or college

(including supply teachers, volunteers and contractors) are dealt with promptly and appropriately.

429. Creating a culture in which all concerns about adults are shared responsibly and with the right person, recorded and dealt with appropriately, is critical. If implemented correctly, this should:

- enable schools and colleges to identify inappropriate, problematic or concerning behaviour early
- minimise the risk of abuse, and
- ensure that adults working in or on behalf of the school or college are clear about professional boundaries and act within these boundaries, and in accordance with the ethos and values of the institution.

What a low-level concern is

430. The term 'low-level' concern does not mean that it is insignificant. A low-level concern is any concern – no matter how small, and even if no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the school or college may have acted in a way that:

- is inconsistent with the staff code of conduct, including inappropriate conduct outside of work, and
- does not meet the harm threshold or is otherwise not serious enough to consider a referral to the LADO.

Examples of such behaviour could include, but are not limited to:

- being over friendly with children
- having favourites
- taking photographs of children on their mobile phone, contrary to school policy
- engaging with a child on a one-to-one basis in a secluded area or behind a closed door, or
- humiliating children.

431. Such behaviour can exist on a wide spectrum, from the inadvertent or thoughtless, or behaviour that may look to be inappropriate, but might not be in specific circumstances, through to that which is ultimately intended to enable abuse.

432. Low-level concerns may arise in several ways and from a number of sources. For example: suspicion; complaint; or disclosure made by a child, parent

Annex B: Further information

Annex B contains important additional information about specific forms of abuse and safeguarding issues. School and college leaders and those staff who work directly with children should read this Annex.

As per Part one of this guidance, if staff have any concerns about a child's welfare, they should act on them immediately. They should follow their own organisation's child protection policy and speak to the designated safeguarding lead (or a deputy).

Where a child is suffering, or is likely to suffer from harm, it is important that a referral to local authority children's social care (and if appropriate the police) is made immediately.

Table of contents

Child abduction and community safety incidents

Child abduction is the unauthorised removal or retention of a minor from a parent or anyone with legal responsibility for the child. Child abduction can be committed by parents or other family members; by people known but not related to the victim (such as neighbours, friends and acquaintances); and by strangers.

Other community safety incidents in the vicinity of a school can raise concerns amongst children and parents, for example, people loitering nearby or unknown adults engaging children in conversation.

As children get older and are granted more independence (for example, as they start walking to school on their own) it is important they are given practical advice on how to keep themselves safe. Many schools provide outdoor-safety lessons run by teachers or by local police staff.

It is important that lessons focus on building children's confidence and abilities rather than simply warning them about all strangers. Further information is available at: www.actionagainstabduction.org and www.clevernevergoes.org.

Child criminal exploitation (CCE) and child sexual exploitation (CSE)

We know that different forms of harm often overlap, and that perpetrators may subject children and young people to multiple forms of abuse, such as criminal exploitation (including county lines) and sexual exploitation.

In some cases, the exploitation or abuse will be in exchange for something the victim needs or wants (for example, money, gifts or affection), and/or will be to the financial benefit or other advantage, such as increased status, of the perpetrator or facilitator.

Children can be exploited by adult males or females, as individuals or groups. They may also be exploited by other children, who themselves may be experiencing exploitation – where this is the case, it is important that the child perpetrator is also recognised as a victim.

Whilst the age of the child may be a contributing factor for an imbalance of power, there are a range of other factors that could make a child more vulnerable to exploitation, including, sexual identity, cognitive ability, learning difficulties, communication ability, physical strength, status, and access to economic or other resources.

Some of the following can be indicators of both child criminal and sexual exploitation where children:

- appear with unexplained gifts, money or new possessions

Ofsted
raising standards
improving lives

State-funded school inspection toolkit

This toolkit sets out the areas that will be evaluated and graded on inspections of state-funded schools under sections 5 and 8 of the Education Act 2005. It can also be used by leaders to support self-evaluation and continuous improvement.

Updated: 9 September 2025

Table of contents

Gathering evidence

This inspection toolkit is based on statutory duties and non-statutory guidance, professional standards, research and inspection evidence. We will update it as required, usually on an annual basis, to reflect any changes.

Inspections focus on the impact of the systems and processes that leaders use to support the continuous improvement and effective running of the school.

Inspectors collect first-hand evidence of how the school typically operates, mainly through professional conversations and observing, often alongside leaders, the day-to-day work of the school. Inspectors are required to view specific documentation. This should be limited to documents relating to the school's statutory requirements or documents that it produces as part of its normal business processes. Inspectors do not need information to be presented in any specific format, as long as it is easily accessible. We do not need leaders to produce documents specifically for an Ofsted inspection of their school. This would create unnecessary workload.

Inspectors will be proportionate in weighing up the evidence they gather, balancing the extent of any strengths or areas for development in each of the evaluation areas. This will support grading and allow specific features of practice, whether strengths or areas for development, to be reported clearly.

Safeguarding

This evaluation area considers whether:

- the school establishes an open and positive safeguarding culture that puts pupils' interests first
- leaders take an effective, whole-school approach to safeguarding

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, research and inspection evidence indicate contribute most strongly to safeguarding. This is so that pupils who need help and protection receive high-quality support.

The factors are:

- protecting pupils from maltreatment and harm, whether within or outside the home or online; schools are vigilant, maintaining an attitude of 'it could happen here'
- working with safeguarding partners and other relevant agencies, in line with 'Working together to safeguard children', to help and protect pupils
- being open and transparent, sharing information appropriately with others, actively seeking expert advice when required, making sure all safeguarding decisions are accessible for scrutiny, and accepting challenge so that the right decisions are made
- recognising that safeguarding issues might occur in any provision at any time
- ensuring that all those who work with pupils are trained well in supporting them to be safer, and are empowered to speak out and take action when there are concerns
- recognising that pupils who do not attend school (children missing education) might indicate safeguarding concerns, including neglect, emotional, physical or sexual abuse, or other harms both in and outside their home; these include concerns about child criminal or sexual exploitation, gangs, or online harms
- actively seeking and listening to the views and experiences of pupils, staff, and parents and carers (who we will refer to as 'parents' throughout, for ease of reading), and dealing promptly with any concerns
- having appropriate safeguarding and child protection arrangements, which ensure that leaders and staff:
  - identify pupils whose families may need help and support from other agencies
  - identify pupils who are at risk of harm or who have been harmed; this can include, but is not limited to, neglect, abuse (including from their peers), violence, grooming, exploitation, emotional, physical and sexual abuse and online harm
  - secure the help that pupils need and, if required, refer concerns in a timely way to those who have the expertise to help
  - manage safer recruitment and allegations about adults who may pose a risk to pupils
  - are aware of and respond to some pupils' increased risk of needing help and protection, including those with special educational needs and/or disabilities (SEND) and pupils who do not communicate verbally

A901

- being receptive to challenge, and reflecting on practice, so that safeguarding policies, systems and processes are kept under continual review
- in maintained schools, maintaining a single central record of pre-appointment checks, in paper or electronic form
- in academies, maintaining a single central record, in paper or electronic form, that details the checks carried out in each academy within the trust

Considering safeguarding for different ages, phases and provision types

Trusts are not required to maintain an individual record for each academy, but they should record information in such a way that ensures the details relating to each academy can be provided separately.

When inspectors evaluate safeguarding for **pupils with SEND in specialist settings or mainstream settings**, they:

- seek to understand the needs of individual pupils and their particular challenges and barriers so that they are fully aware of these pupils' specific safeguarding vulnerabilities and needs
- work with leaders to draw on their insights into individual pupils and any additional support needed to keep them safe
- want to understand leaders' rationale for their approaches to teaching pupils to stay safe, for example by exploring how pupils learn about online safety, to make sure these approaches are reflective of the school's context and the needs of pupils

When inspectors evaluate safeguarding in **early years and key stage 1**, they will adapt their language when talking about safeguarding and online safety to reflect the pupils' ages and context.

Gathering evidence about safeguarding

Leadership of safeguarding, including establishing an open and positive safeguarding culture

In gathering evidence about the safeguarding culture, inspectors evaluate the extent to which leaders:

- establish a culture in which staff, pupils and parents feel comfortable raising and discussing concerns that relate to safeguarding pupils, and feel confident that appropriate action will be taken when necessary
- know and are assured that policies and procedures are understood, applied and have a positive impact on pupils
- ensure that pupils know who to go to for support
- establish purposeful and appropriate links with outside agencies to support the school's safeguarding procedures and practice, and to ensure that they meet their statutory duties, for example in working with safeguarding partners
- engage productively with multi-agency partners to get pupils the support they need

Safeguarding information for all staff to know and act on

In gathering evidence about safeguarding information for all staff to know and act on, inspectors evaluate the extent to which leaders:

- ensure that staff know, understand and uphold their safeguarding responsibilities
- ensure that the school has policies and procedures for reporting safeguarding concerns about adults, poor safeguarding practices and whistle-blowing

Management of safeguarding

In gathering evidence about the management of safeguarding, inspectors evaluate the extent to which leaders:

- ensure that the school works in partnership with other local agencies to identify, help and protect pupils at risk of maltreatment or harm within or outside the home or online
- appoint an appropriate senior member of staff to the role of designated safeguarding lead to carry out the school's statutory duties to identify, help and protect pupils, including as set out in the 'Prevent' duty
- have a designated teacher for children who are looked after or previously looked after
- ensure that the school's procedures protect pupils who are at greater risk of harm, for example those attending alternative provision
- ensure that pupils are taught how to stay safe and keep others safe, including online
- ensure that the school's information systems safeguard pupils effectively from online harm
- notify the local authority of private fostering arrangements to make sure these are suitable and safe

Safer recruitment

In gathering evidence about safer recruitment, inspectors evaluate the extent to which leaders:

- receive suitable training in safer recruitment, and understand and follow safer recruitment practices
- know and understand the checks required for all staff, and all other adults in the school, including visitors, volunteers and contractors
- ensure that risk assessments are carried out and managed effectively
- obtain written confirmation that the required safeguarding checks have been carried out on all staff working at any alternative provision that the school uses
- ensure that the single central record indicates that all the required pre-appointment and vetting checks for staff have been made

Child-on-child violence

In gathering evidence about child-on-child violence, inspectors evaluate the extent to which leaders:

- fulfil their responsibilities in relation to child-on-child violence, which includes (but is not limited to) bullying, physical abuse (including physical assault and harm, or the threat of harm, with a weapon), sexual violence and harassment, and domestic abuse in pupils' own intimate relationships (teenage relationship abuse)
- ensure that staff are aware of the signs that pupils may be at risk of becoming involved in violence and understand that early, evidence-based intervention can be key to preventing them from going on to commit violence
- take timely action to support and protect the victim, the alleged perpetrator(s) and any other pupils who are involved or otherwise affected
- have appropriate risk assessments that are reviewed regularly
- make sure that staff know and understand the scale and range of sexual violence and sexual harassment, and the circumstances under which these occur, including beyond the school and/or online
- ensure that staff respond quickly and effectively to all signs of child-on-child violence and all reports and concerns about it
- have clear, effective systems for reporting incidents of sexual violence and sexual harassment, for sharing information and for consulting with multi-agency safeguarding partners

Grading safeguarding

Not met	Met
The safeguarding standards have been developed from the requirements of '[Keeping children safe in education]' and '[Working together to safeguard children]'. Safeguarding is likely to be 'not met' when any of the following apply:	**The safeguarding standards have been developed from the requirements of '[Keeping children safe in education]' and '[Working together to safeguard children']. Safeguarding is 'met' when all the following apply:**
Serious and/or widespread failures in safeguarding lead to pupils, or particular groups of pupils, being unsafe. Leaders and those responsible for governance (we will refer to this group as 'leaders' throughout this section for ease of reading) have not taken sufficient action to resolve weaknesses following a failure of safeguarding that meant pupils may not have been kept safe. Leaders are not open to challenge and/or do not learn from issues or incidents. If pupils are not on the school site (whether long term, temporarily or for part of the school day), leaders are either not clear where the pupils are or are not able to demonstrate that they have taken steps to safeguard them. This includes pupils absent from education and those attending inappropriate, unregistered or unmonitored alternative provision. Pupils have little confidence that the school will tackle concerns about safety, including the risk of abuse. This is because leaders have not taken their views seriously and/or have not dealt with relevant concerns, so they feel unsafe. Leaders do not fulfil their responsibilities in relation to child-on-child violence. This includes (but is not limited to) bullying, physical abuse	Leaders have established an open culture in which safeguarding is everyone's responsibility. Multi-agency working is effective. There is strategic oversight of all aspects of safeguarding and promoting the welfare of pupils. Leaders actively try to learn from safeguarding cases and incidents and take any action needed. Pupils are kept safe and feel safe. Their voices are heard, including the voices of pupils who are not on the school site (whether long term, temporarily or for part of the school day). Teaching pupils about how they can stay safe and when they may need help is embedded across the curriculum. Pupils and parents know who to go to for support. All staff are vigilant and carry out their responsibilities effectively to keep pupils safe. Staff understand the signs of possible safeguarding concerns. They respond by following the school's systems confidently and consistently. Leaders fulfil their responsibilities in relation to child-on-child violence. This includes (but is not limited to) bullying, physical abuse (including physical assault and harm (or the threat of harm) with a weapon), sexual violence and harassment, and domestic abuse in pupils' own intimate relationships (teenage relationship abuse).

Not met	Met
(including physical assault and harm (or the threat of harm) with a weapon), sexual violence and harassment, and domestic abuse in pupils' own intimate relationships (teenage relationship abuse). Leaders do not handle allegations of abuse swiftly and appropriately. This is likely to lead to pupils being put at risk of significant harm. Leaders do not fulfil their responsibilities in relation to safer recruitment, reporting, referrals, record-keeping and the 'Prevent' duty. Leaders do not handle safeguarding allegations against adults in line with requirements. They do not fulfil their duty to refer allegations or concerns to the appropriate authority.	Leaders know and fulfil the statutory requirements for safeguarding. These include managing safer recruitment, reporting, referrals, record-keeping and the 'Prevent' duty. The school has clear and accessible policies and procedures that keep pupils safe. Leaders are receptive to challenge and are reflective about their own practices. This means that the impact of safeguarding policies, systems and processes is kept under continual review. Leaders ensure that staff's work is monitored and that they get appropriate supervision and support. The conduct and behaviour of staff are appropriate. Leaders follow local authority procedures in managing safeguarding concerns or allegations about adults. Where appropriate, leaders have resolved any minor safeguarding issues identified during the inspection or are taking steps to resolve them.

Inclusion

This evaluation area considers how leaders and staff identify and support:

- socioeconomically disadvantaged pupils (those eligible for the pupil premium)
- pupils with SEND; this means pupils receiving special educational needs (SEN) support, and those with an education, health and care (EHC) plan
- pupils who are known (or previously known) to children's social care, such as children in need and looked-after children
- pupils who may face other barriers to their learning and/or well-being, which may include pupils who share a protected characteristic

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, research and inspection evidence indicate contribute most strongly to inclusion.

These factors are:

- setting high expectations for all pupils, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- embedding a culture in which early and accurate assessment of pupils' needs is prioritised
- using the information from the assessment of pupils' needs to implement a continuous cycle of planning, actions and review in order to reduce barriers to pupils' learning and/or well-being
- involving specialists when necessary to support pupils' development
- putting in place a pupil premium strategy that is well thought through, is based on evidence of what works well to support the achievement of eligible pupils, and accounts for any challenges pupils face that may negatively affect their education and their readiness to engage with school
- working closely and effectively with pupils, parents, professionals and staff, and ensuring that pupils' and parents' views and aspirations are included in decision-making about support for pupils

Considering inclusion for different ages, phases and provision types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of pupils.

When inspectors evaluate inclusion for **pupils with SEND in specialist settings**, they understand that, while a special school is not required to appoint a SEN coordinator (SENCo), it is likely that a member of staff will be coordinating provision and support for pupils with SEND. Inspectors will therefore work closely with them throughout the inspection.

Gathering evidence about inclusion

Identifying, assessing and meeting needs, and reducing barriers

In gathering evidence about identifying, assessing and meeting needs, and reducing barriers, inspectors consider the extent to which:

- leaders understand that the most effective inclusion strategy begins with everyday high-quality inclusive teaching, which has most benefit for the pupils who find learning hardest and reduces the need for individual adaptations
- leaders have established a culture in which staff understand the range of barriers that pupils may face to their learning and/or well-being, including those specific to their community and the school's context; they quickly and accurately identify pupils facing these barriers
- leaders make sure pupils receive effective support, consult with external specialists and implement their advice as necessary, and ensure that appropriate reasonable adjustments are made in accordance with the Equality Act 2010 and the SEND Code of Practice
- leaders work closely with parents, taking their views into account and making best use of their knowledge of their children
- leaders make sure that any alternative provision the school uses is suitable and safe, and the decisions to place pupils in it are made in pupils' best interests
- the published school accessibility plan meets the requirements of the Equality Act 2010, is implemented effectively and is reviewed regularly

Supporting disadvantaged pupils

In gathering evidence about supporting disadvantaged pupils, inspectors consider the extent to which:

- leaders have a secure understanding of their disadvantaged pupils' needs and use the best available evidence, including high-quality research, to inform their approaches to addressing these; this includes regularly reviewing their strategy for pupil premium and for early years pupil premium, if this applies
- the pupil premium strategy is aligned with wider school improvement priorities, and staff are clear about their roles in delivering the strategy
- the pupil premium strategy is implemented and monitored effectively, including through training and support for staff
- any necessary adaptations to approaches the school uses to support disadvantaged pupils are timely and effective
- leaders' approaches, including developing the pupil premium strategy, have a positive impact on pupils' learning

Supporting pupils with SEND

In gathering evidence about supporting pupils with SEND, inspectors consider the extent to which:

- a qualified SENCo is empowered, through their leadership status within the school, to lead whole-school improvement for pupils with SEND
- the published SEN information report, as required by the Special Educational Needs and Disability Regulations 2014 and section 69 of the Children and Families Act 2014, is easily accessible and accurately describes the school's provision and support for pupils with SEND
- leaders identify pupils' emerging or changing needs quickly and accurately, make sure support is effective and draw on any specialist advice when necessary
- leaders use the 'graduated approach' (a continuous cycle of 'assess, plan, do and review') which helps to ensure that pupils receive an appropriate level of support and meets pupils' needs, and staff receive suitable training and support to implement it
- leaders make sure their work improves the progress and achievement of pupils with SEND and they do not lower their expectations of them
- leaders are committed to their role in the local area partnership's strategy to improve the experiences of, and outcomes for, pupils with SEND; they promote the local offer and help pupils with SEND, and their families, to find out what support is available and how to access it
- leaders meet the needs of pupils with SEND, and adapt the environment, teaching and the school's wider offer in ways that support them to access education
- leaders monitor the progress of pupils with SEND, and review adaptations and support systematically, making any necessary changes to improve their learning and/or well-being
- leaders support successful transitions for pupils with SEND, whether that is into or within the school or on to other settings or adulthood

Supporting pupils who are known (or previously known) to children's social care

In gathering evidence about supporting pupils who are known (or previously known) to children's social care, inspectors consider the extent to which:

- the designated teacher for looked-after and previously looked-after children is appropriately qualified and experienced
- each looked-after child has a personal education plan and receives high-quality support to improve their learning and/or well-being
- the designated safeguarding lead and other leaders use their knowledge of a pupil's social care status to inform decisions about promoting their welfare, such as providing additional academic support, supporting their well-being or reducing barriers to attendance
- leaders share information effectively with the local authority, and support the authority to complete statutory assessments in relation to pupils' social care needs
- leaders work well with social workers, virtual school headteachers and other professionals to plan and provide multi-agency support for pupils who are known (or previously known) to children's social care

Grading inclusion

Needs attention	Expected standard	Strong standard
Inclusion is likely to be graded 'needs attention' when the 'expected standard' has not been met. **This may include when one or more of the following applies:** ■ Leaders have only recently started to take appropriate action to identify and assess pupils' needs or reduce barriers to pupils' learning and/or well-being. ■ Weaknesses or inconsistencies in practice have a negative impact on a particular group of pupils. ■ Leaders' use of alternative provision has limited positive impact on pupils' learning and/or well-being.	**Inclusion meets the 'expected standard' when all the following apply:** Leaders identify pupils' needs quickly and accurately, including any emerging or changing needs. This includes the needs of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. Leaders have high expectations for these pupils. Typically, the support they provide (following specialist advice if needed) reduces barriers to their learning and/or well-being. Leaders take a graduated approach (as explained earlier), which means pupils' needs are generally met. Staff receive suitable training and support to implement this approach. Leaders have a secure understanding of these pupils' needs and the progress they make. They use appropriate evidence to inform their pupil premium strategy, including when selecting approaches to take. The strategy and approaches are generally understood and implemented by staff.	**Inclusion meets the 'strong standard' when the 'expected standard' has been met and all the following apply:** Leaders and staff establish strategies that consistently enhance the opportunities and experiences of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. Leaders and staff rigorously monitor the progress of these pupils and consistently ensure that any barriers to success are swiftly and effectively addressed. Strategies are systematically and skilfully adjusted as needed, so that they make a sustained difference to pupils' opportunities and experiences. Well-analysed, quantitative and qualitative data underpins leaders' decisions. Leaders ensure that the pupil premium strategy is implemented and monitored effectively, including through ongoing, high-quality training and support for staff.

Needs attention	Expected standard	Strong standard
	The qualified SENCo has sufficient authority within the leadership structure to make a positive difference for pupils with SEND. Leaders are committed to, and understand, their role in the local area partnership's strategy to improve the experiences of, and outcomes for, pupils with SEND. Where appropriate, they ensure that local partnership strategies have a positive impact on pupils at the school. Leaders support pupils who are known (or previously known) to children's social care, including looked-after and previously looked-after children, well. Staff work effectively, including with the virtual school, so that pupils' personal education plans generally improve their learning opportunities and experiences. Alternative provision is commissioned appropriately and is used in pupils' best interests. Leaders take responsibility for the education and welfare of pupils who are placed in it.	

Urgent improvement

Inclusion is likely to be graded 'urgent improvement' when any of the following apply:

- Leaders do not identify and assess pupils' needs effectively. This has a significant negative impact on how well the school supports pupils' learning and/or well-being.
- Support for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care and those who may face other barriers to their learning and/or well-being is ineffective.
- Leaders do not meet statutory requirements for pupils who are disadvantaged and/or those with SEND and/or those who are known (or previously known) to children's social care and those who may face other barriers to their learning and/or well-being. This has a significant negative impact on pupils' learning and/or well-being.

Exceptional

Inspectors may consider leaders' work in inclusion to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptional standards of inclusion have been sustained over time so that barriers to learning and/or well-being for pupils, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, are reduced exceptionally well to ensure highly positive outcomes and experiences for pupils.
- Leaders' actions have a transformational impact on how well these pupils achieve and thrive across all areas of school life, and have ensured that they feel they belong within the school community.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Curriculum and teaching

This evaluation area considers whether:

- leaders design a high-quality, ambitious curriculum for all pupils (the intent), paying particular regard to disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- leaders and staff deliver the curriculum effectively (the implementation) across all subjects, year groups and key stages
- leaders make sure that pupils build strong foundations for accessing the curriculum and for later success, including academic achievement, good health and well-being

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, professional standards, research and inspection evidence indicate contribute most strongly to high-quality curriculum and teaching.

These factors are:

- constructing, adopting or adapting a curriculum that is ambitious, broad and balanced, informed by the best available evidence, and designed to give all learners, especially the groups of pupils listed above, the knowledge they need to achieve and thrive in later life
- planning and sequencing the curriculum clearly so that all pupils can access it and gain knowledge and skills incrementally to reach its stated aims
- establishing strong foundations in communication and language, reading, writing and mathematics so that pupils can access the rest of the curriculum and gain later success, including academic achievement, good health and well-being
- making sure that teachers have expert knowledge of the national curriculum, the early years foundation stage (EYFS) and 16 to 19 study programmes as appropriate, and the subjects/phases they teach
- making sure the curriculum is implemented in line with leaders' intentions and that teachers teach the subject curriculum effectively, focusing on the most important knowledge or concepts, presenting information clearly, checking pupils' understanding systematically and adapting their teaching appropriately
- using assessment effectively to inform teaching and learning, and to help pupils embed key concepts, use knowledge fluently and develop their understanding

Considering curriculum and teaching for different ages, phases and provision types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of pupils.

During all inspections, inspectors must evaluate how effectively pupils are enabled to secure **strong foundations to access the curriculum.** This involves evaluating how effectively the school supports pupils who are at the early stages of communication and language, reading, writing and mathematics, including older pupils whose development is not at their age-appropriate level.

When evaluating curriculum and teaching, particularly in **small schools**, including those with **mixed-age classes**, inspectors recognise that leaders:

- may share curriculum expertise and/or resources across schools
- may adopt, adapt or construct their curriculum
- may organise their curriculum differently to meet the needs of pupils who are in a class with a mix of different ages

When evaluating provision for **children in the early years**, inspectors will also refer to the 'early years' evaluation area. When evaluating provision for **students on 16 to 19 study programmes**, inspectors will also refer to the 'post-16 provision' evaluation area.

When inspectors evaluate curriculum and teaching for **pupils with SEND in mainstream and specialist settings**, they:

- seek to understand the starting points of pupils with SEND
- consider whether pupils have access to a suitable curriculum that builds on their knowledge and is adapted to their needs
- recognise that pupils' work can take many forms, and discuss this with leaders
- consider whether pupils' needs are properly considered and are met through the design and delivery of the curriculum, including taking into account any reasonable adjustments that need to be made
- work closely with leaders and staff to understand their strategies to help pupils communicate and, where appropriate, use these strategies (with support from staff) to gather first-hand evidence

Gathering evidence about curriculum and teaching

Strategic leadership of curriculum and teaching

In gathering evidence about the strategic leadership of curriculum and teaching, inspectors consider the extent to which:

- leaders have a comprehensive understanding of the quality of curriculum and teaching across the school
- the curriculum (whether adopted, adapted or constructed) covers the statutory requirements set out in the basic curriculum (which includes the national curriculum, and relationships, sex and health education, and religious education)[1] and is at least as ambitious in breadth and depth as the national curriculum; this curriculum is an entitlement for every pupil
- the curriculum is designed to give pupils, especially disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, the knowledge they need to take advantage of opportunities, responsibilities and experiences in later life
- leaders assure themselves that the curriculum is taught well; they identify areas for improvement and take effective action to tackle these, including through professional learning that ensures teachers develop the expertise needed to deliver the curriculum effectively
- leaders can explain how they identify significant barriers to teaching and learning and how they take action to reduce those barriers
- leaders deploy staff effectively so that all pupils have access to high-quality teaching

Securing strong foundations for all pupils

In gathering evidence about securing strong foundations for all pupils, inspectors consider the extent to which:

- for primary-age pupils (and for older pupils where necessary), the curriculum prioritises accurate and fluent word reading, spelling, handwriting and mathematics
- leaders prioritise 'keeping up' rather than 'catching up', quickly dealing with any identified gaps in pupils' knowledge
- the curriculum is designed to extend pupils' language and vocabulary, both spoken and written, and increase their reading competency across all subjects
- all pupils are explicitly taught how to communicate effectively through spoken language (oracy), articulate ideas, develop understanding and engage with others through speaking, listening and communication
- teaching of reading is rigorous and sequenced, and develops pupils' fluency, confidence and enjoyment; at all key stages, reading attainment is assessed accurately and gaps are tackled quickly and effectively, so that all pupils can access the whole curriculum

[1] Ofsted does not inspect denominational religious education in schools with a religious character.

For pupils in Reception and key stage 1, inspectors consider the extent to which:

- the curriculum clearly identifies and prioritises the foundational knowledge and skills pupils need for later learning
- staff engage pupils in high-quality interactions to develop their knowledge and vocabulary across all areas of learning
- staff help pupils to articulate what they know and understand by scaffolding, modelling, extending and developing their ideas
- staff build pupils' emotional connection to language and help them gain awareness and control of their voices through songs, rhymes and poems
- teachers prioritise daily story time; they read aloud and re-read high-quality stories, and talk about them to build pupils' familiarity and understanding
- staff provide enough teaching and practice for all pupils to become fluent in word reading, spelling, handwriting and number facts
- staff provide enough teaching and practice for pupils to be able to count and calculate, and describe time, size and shape using correct mathematical terminology
- staff ensure that pupils have sufficient foundational knowledge to complete tasks; they provide additional teaching and practice for those who need it

For older pupils, including those in key stage 2 and beyond who have not yet secured the strong foundations they need to access the curriculum, inspectors consider the extent to which:

- assessment accurately identifies any gaps in pupils' foundational knowledge in communication and language, reading, writing and mathematics
- ongoing, targeted teaching and practice are prioritised so that pupils quickly catch up
- relevant leaders and other staff are supported to develop the expertise and experience to provide effective additional support and regularly check whether this is having the intended impact

For pupils at the early stages of learning English as an additional language, inspectors consider the extent to which:

- leaders and teachers recognise that these pupils already speak at least one language, and do not lower their expectations of them
- teachers assess pupils' English language proficiency accurately and regularly
- teachers recognise that providing opportunities for pupils to talk with staff and peers during lessons is particularly important; teachers help pupils articulate what they know and understand by scaffolding, modelling, extending and developing their ideas
- teachers focus on the vocabulary pupils need, including subject-specific vocabulary, to help them understand new concepts; they keep explanations clear and precise
- teachers develop and extend pupils' language carefully and deliberately, with plenty of repetition
- teachers ensure that pupils learn to read using systematic synthetic phonics as soon as possible, so that they have access to a wide range of literature that will accelerate their understanding of English

School and subject curriculum

In gathering evidence about the curriculum (including subject curriculums), inspectors consider the extent to which:

- the curriculum is coherently planned and sequenced so that pupils build knowledge and skills sequentially and cumulatively
- time is available within the curriculum for revisiting content and dealing with gaps in knowledge and skills
- the curriculum has subject-specific rigour, so that pupils gain disciplinary knowledge and can answer subject-specific questions
- leaders and teachers have a sophisticated understanding of the differences between subjects; this informs teachers' choices and helps leaders precisely evaluate quality and take targeted actions for improvement
- decisions about the curriculum are refined over time, based on evidence and insight from within and beyond the school

Teaching

In gathering evidence about teaching, inspectors consider the extent to which:

- the school's approach to teaching is based on an evidence-informed understanding of effective teaching and how pupils learn
- teachers have expert knowledge of the subjects that they teach and, if they have gaps in their knowledge, they are supported so that ineffective teaching does not disadvantage pupils
- teachers have a strong, shared understanding of the school's curriculum and its approach to teaching and assessment
- teachers present information clearly, promote appropriate discussion, check pupils' understanding systematically, identify misunderstandings and adapt teaching as necessary to correct these
- teaching resources and materials given to pupils enable them to achieve the aims of the curriculum
- teachers teach the subject curriculum in a way that allows pupils to transfer key knowledge to long-term memory
- teaching is sequenced so that new knowledge and skills build on what has been taught before and pupils can work towards clearly defined end points
- leaders and teachers consider the most important knowledge and concepts that pupils need to know and focus on these; they prioritise feedback, retrieval practice and assessment
- evidence informs the school's approach to assessment; for example, assessment is used to help pupils embed and use knowledge fluently, to check understanding and inform teaching, or to understand different starting points and gaps
- any gaps in pupils' knowledge or skills are identified and tackled quickly

Inclusive curriculum and teaching

In gathering evidence about an inclusive curriculum and teaching, inspectors consider the extent to which:

- staff know how to identify and remove barriers to achievement for their pupils through effective curriculum design, formative assessment and adapting their practice to meet pupils' needs
- the school's approach to the curriculum and teaching draws explicitly on the best available evidence, including high-quality research relating to supporting disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- any additional adults in the classroom are deployed to enable all pupils to access high-quality teaching from their class teacher and to develop pupils' independence over time
- reasonable adjustments or adaptations to the curriculum or teaching for specific pupils' needs are well targeted and effective in reducing barriers; adaptations focus on pupils' long-term success rather than short-term fixes; leaders consider the possible downsides of any adaptations and mitigate these

Grading curriculum and teaching

Needs attention	Expected standard	Strong standard
Curriculum and teaching are likely to be graded 'needs attention' when the expected standard has not been met. **This may include when one or more of the following applies:** ■ Leaders' ambitions for the curriculum and teaching are appropriate, but weaknesses or inconsistencies in implementation have a negative impact on pupils in general or on a particular group. ■ Leaders have only recently started to take action to improve the curriculum and teaching. While their actions are appropriate, they are at an early stage. This means it is too soon to determine the impact of this work. ■ Leaders have considered appropriate adaptations to teaching for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, but these adaptations are not well matched to pupils' needs.	**Curriculum and teaching meet the 'expected standard' when all the following apply:** Leaders have an accurate and informed understanding of the quality of the curriculum and teaching across the school. They draw on this when deciding how to deploy staff and allocate resources, and to identify when timely action is needed to bring about improvement. Leaders ensure that the curriculum is suitable and well planned for each subject and year group. It identifies clear end points and is appropriately sequenced to build on what has already been taught and learned. Leaders ensure that the curriculum is generally taught well. Teachers draw on their knowledge of pupils' needs and starting points and an evidence-informed understanding of effective teaching and how pupils learn. Leaders make sure that teachers have, or gain, the expertise they need for the subjects and phases they teach. Leaders ensure that all pupils who are at the early stages of learning to read are taught to do so through systematic synthetic phonics. Leaders and staff are particularly aware of pupils who have not yet secured the necessary	**Curriculum and teaching meet the 'strong standard' when the 'expected standard' has been met and all the following apply:** Leaders make astute decisions about how the curriculum and teaching should adapt and evolve, based on their evidence and insight about how well pupils have learned what was intended. Leaders ensure that the curriculum is of a consistently high quality across subjects and year groups. Leaders have a sophisticated understanding of the differences between subjects, so that pupils' learning at each stage can be secured quickly and shaped carefully in the anticipation of future learning. Leaders ensure that the curriculum is consistently taught well. Highly effective teaching is embedded across subjects and year groups. Teaching ensures that pupils consistently develop their language and vocabulary, both spoken and written, and increase their reading competency, across subjects. Teachers consistently make highly effective choices about what to teach, and when and how to teach it, in the context of the subject, phase and pupils' needs.

Needs attention	Expected standard	Strong standard
	foundations in communication and language, reading, spelling, handwriting and mathematics. They take appropriate action to secure this foundational knowledge. Leaders and staff generally use assessment well to check understanding and make changes to teaching and/or the curriculum, as necessary. Leaders and staff are clear about the importance of high-quality teaching, supplemented with targeted academic support. Any reasonable adjustments or adaptations to the curriculum or teaching for particular pupils are generally considered and implemented carefully. EHC plans are properly considered when designing and delivering the curriculum.	The school's approach to the curriculum and teaching for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being is implemented consistently well across the school to remove barriers to achievement for these pupils.

Urgent improvement

Curriculum and teaching are likely to be graded 'urgent improvement' when any of the following apply:

- Leaders' understanding of the quality of the curriculum and/or teaching is inaccurate.
- Leaders are not doing enough to tackle weaknesses in pupils' education.
- The curriculum lacks ambition, structure or coherence. Leaders have not considered its content and sequencing sufficiently.
- The range of subjects is limited and narrow. It does not prepare pupils for adulthood or provide them with the knowledge they need to achieve and thrive in later life.
- The curriculum lacks ambition for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being.
- Pupils with SEND do not receive a high-quality education and/or reasonable adjustments are not being made.
- Pupils' experiences in lessons do not help them to learn effectively what has been planned in the curriculum.
- Leaders do not do enough to make sure that teachers develop sufficient expertise to teach the curriculum.
- Teachers' expectations are too low, either for all pupils or for particular groups.
- Adaptations or reasonable adjustments do not meet pupils' needs or they reflect low expectations for particular pupils or groups.

Exceptional

Inspectors may consider leaders' work in curriculum and teaching to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptionally high standards in the curriculum and teaching have been sustained. Across all subjects and phases, well-planned, effective and highly responsive teaching quickly and securely develops the knowledge and skills pupils need to be successful.
- Leaders' actions have a transformational impact on the learning of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to learning and/or well-being. These pupils are now exceptionally well prepared for current and later learning, and for future success.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Achievement

This evaluation area considers:

- whether the school provides a high-quality education for all pupils (the impact), especially disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, that gives them the necessary knowledge, skills and qualifications to succeed in life, and equips them for the next stage of their education, training or employment
- pupils' attainment and progress over time in national tests and examinations, where relevant
- the progress that pupils make across the curriculum from their starting points, so that they know more, remember more and are able to do more

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, professional standards, research and inspection evidence indicate contribute most strongly to pupils' achievement.

These factors are:

- securing important foundational knowledge in language and communication, reading, writing and mathematics so that pupils can access the whole curriculum
- reading fluently at an age-appropriate level
- securing the knowledge and skills pupils need before undertaking more complex tasks
- ensuring that pupils make progress from their starting points, in that they know more, remember more and can do more; they learn what is intended, and develop broad and deep subject knowledge across the curriculum
- equipping pupils to produce high-quality work that reflects the breadth and depth of their learning
- equipping pupils to achieve well in national tests and examinations, where relevant, and across the wider curriculum
- preparing pupils, at each phase, for the next stage of education, training or employment

Considering achievement for different ages, phases and provision types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of pupils.

In schools where **published data from national tests and examinations is available**, inspectors consider:

- what the published data indicates about achievement over time, and use this as a starting point for discussions with leaders about achievement
- how comprehensive the picture presented by published outcomes is (for example, what proportion of pupils or subjects the data is available for) and will be aware of the data's gaps or limitations, for example in relation to small cohorts; inspectors take into account that published outcomes do not reflect the achievement of pupils in every year group, or of some groups, such as some pupils with SEND
- how compelling the picture presented by published outcomes is (for example, the consistency of outcomes over time and whether performance is in line with, exceeds or falls below national averages)
- evidence gathered on site to provide a fuller picture of achievement over time, particularly for groups of pupils or phases for which published data is not available
- what published data, set alongside evidence gathered on site, indicates about pupils' achievement over time

Inspectors will not review internal data. However, they may discuss with leaders how they use internal assessment data, what it tells them about pupils' achievement and what decisions they make as a result.

When **published data from national tests and examinations is not available**, for example for some year groups, key stages or groups of pupils, including some pupils with SEND, inspectors consider evidence gathered on site to provide a picture of pupils' achievement over time. This includes evidence from learning walks, pupils' work, discussions with pupils and case sampling. They take particular care in gathering evidence on the progress over time of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being.

When inspectors evaluate achievement in **maintained nursery schools and schools with early years provision**, they consider how quickly and securely children develop the necessary foundational knowledge to access later learning. This includes how they are supported to make the best possible start, and how children who might fall behind are supported to keep up so that all pupils can progress in their learning.

When inspectors evaluate achievement in **small schools**, they bear in mind that published data for small cohorts is likely to fluctuate considerably.

When inspectors evaluate achievement in schools with **primary-age pupils**, they consider:

- how quickly and securely pupils develop a strong foundation in communication and language, reading, writing and mathematics; this includes how the youngest pupils are supported to make the best possible start, and how pupils who might fall behind are supported to keep up, so that all pupils can access the curriculum and progress in their learning

A926

- whether pupils achieve well in national tests, where relevant
- the extent to which pupils in key stage 2 have developed the knowledge and skills across the wider curriculum to prepare them for later study; inspectors bear in mind that for younger pupils and those at an earlier stage of developing their foundational knowledge, the school's priority must be to secure the foundations that will support access to the wider curriculum and later learning

When inspectors evaluate achievement in schools with **secondary-age pupils**, they consider:

- whether pupils achieve well in national tests and examinations, where relevant
- the extent to which pupils make progress across the whole curriculum and through key stage 3, in preparation for key stage 4 and post-16 study
- the extent to which gaps in knowledge are tackled for pupils who are at the early stages of securing their foundational knowledge (including reading fluency), so that they can access the wider curriculum

When inspectors evaluate achievement in **university technical colleges (UTCs)** and **studio schools**, they:

- bear in mind that the Progress 8 accountability measure is not the most appropriate performance indicator for UTCs and studio schools – these establishments generally start educating pupils at age 14 and focus on preparing them for their future careers
- pay attention to other measures, particularly pupils' destinations when they leave the UTC or studio school

When inspectors evaluate the achievement of **pupils with SEND in specialist or mainstream settings**, they:

- keep in mind that published outcomes data may not give a sufficiently detailed picture of the progress and achievement of some groups of pupils, or this data might not be available, and therefore evidence gathered on site is crucial to evaluating progress and achievement
- consider pupils' starting points and the progress they make from them; inspectors also want to understand the curriculum pathways of individuals or groups, and whether leaders have identified the right priorities for them and are ensuring that they make good progress

Gathering evidence about achievement

Foundational knowledge

In gathering evidence about foundational knowledge, inspectors consider the extent to which:

- pupils have the age- and phase-appropriate knowledge and skills they need to progress to the next stage of learning, including:
  - language and communication skills that enable them to access the full curriculum
  - accurate and fluent reading
  - compositional skills
  - accurate spelling
  - legible and fluent handwriting
  - mathematical knowledge
- pupils read widely and often, with age-appropriate comprehension
- a strong culture of reading is embedded across the school, shown by pupils' confidence in and enjoyment of reading, which sets them up to be lifelong readers

Inclusive achievement: national tests and examinations

In gathering evidence about attainment and progress in national tests and examinations, inspectors consider the extent to which:

- pupils' attainment and progress in national tests and examinations compare with national averages
- the progress of disadvantaged pupils is in line with the progress of non-disadvantaged pupils nationally
- any gaps between the attainment of the school's disadvantaged pupils and the attainment of non-disadvantaged pupils nationally are closing
- where published attainment and/or progress data is not available, including for pupils with SEND, pupils generally make suitable progress from their starting points
- pupils gain the relevant qualifications they need to progress to the next stage of their education, training or employment

Inclusive achievement: across the curriculum

In gathering evidence about achievement across the wider curriculum, inspectors consider the extent to which:

- pupils have the foundational knowledge they need by the end of key stage 1 to ensure that they are ready for key stage 2
- pupils in key stage 1 and 2 develop their knowledge and skills across the wider curriculum to prepare them for further study, particularly as they progress into key stage 3

- secondary-age pupils develop detailed knowledge and skills across the key stage 3 curriculum, preparing them well for key stage 4 and more advanced study post-16
- pupils have the necessary knowledge, skills and/or qualifications for the next stage of their education, employment or training, including a strong grounding in English and mathematics

Grading achievement

Needs attention	Expected standard	Strong standard
Achievement is likely to be graded 'needs attention' when the 'expected standard' has not been met. **This may include when one or more of the following applies:** ■ Although many pupils achieve well, a significant minority have gaps in their learning, which hinders their achievement. ■ Leaders have only recently started to take action to improve achievement. While their actions are appropriate, they are at an early stage. This means it is too soon to determine the impact of this work. ■ Pupils' attainment and progress are inconsistent or not as good as they need to be over time. ■ Leaders are taking appropriate action to improve the achievement of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. However, currently, a significant	**Achievement meets the 'expected standard' when all the following apply:** On the whole, pupils are ready for the next stage of education, employment or training. They generally have appropriate knowledge and skills across the curriculum, as reflected in the quality of their responses and the work they produce. Pupils develop the foundational knowledge and skills they need, including language and communication skills. Pupils who are at the start of their education (and older pupils, where necessary) largely secure the necessary accuracy and fluency in word reading, spelling, handwriting and number facts. Any gaps in pupils' foundational knowledge or skills are closing quickly. On the whole, pupils achieve well. This will be reflected in their attainment and progress in national tests and examinations, which are broadly in line with national averages, including for disadvantaged pupils. Disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being generally make suitable progress from	**Achievement meets the 'strong standard' when the 'expected standard' has been met and all the following apply:** Pupils, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, consistently achieve well, develop detailed knowledge and skills, and produce high-quality work across the curriculum. Typically, this achievement will be reflected in above-average outcomes in national tests and examinations over time, including for disadvantaged pupils. Any gaps are quickly narrowing. All pupils, including the groups above, are consistently well prepared for the next stage in their education, employment or training.

Needs attention	Expected standard	Strong standard
minority of these pupils do not achieve well from their starting points.	their starting points. They develop appropriate knowledge and skills to enable them to progress to the next stage. Any gaps in their knowledge or skills are closing quickly.	

Urgent improvement

Achievement is likely to be graded 'urgent improvement' when any of the following apply:

- Pupils lack the foundations of communication, reading, writing or mathematical knowledge (taking into account that some pupils with SEND may not establish these foundations). Gaps in foundational knowledge are not tackled quickly or effectively.
- Pupils have not gained the knowledge and skills and/or any qualifications they need to progress to the next stage of education, training or employment.
- The progress that disadvantaged pupils make is consistently well below that of other pupils nationally and shows little or no improvement.

Exceptional

Inspectors may consider leaders' work in achievement to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptionally high standards of achievement have been sustained. Across all subjects and phases, pupils achieve consistently well, developing detailed knowledge and skills. This will be reflected in consistently high outcomes in national tests and examinations (where available).
- Leaders' actions have a transformational impact on the achievement of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. These pupils now achieve consistently high outcomes and are exceptionally well prepared for their next steps. The difference between the attainment rate of the school's disadvantaged pupils and that of all non-disadvantaged pupils nationally is far narrower over time than the difference between the attainment rate of all disadvantaged pupils nationally and that of non-disadvantaged pupils nationally.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Attendance and behaviour

This evaluation area considers:

- whether leaders and other staff create a calm, orderly, respectful, supportive and positive environment in which pupils can thrive
- the impact of the school's work on the attendance, behaviour and attitudes of all pupils, especially disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, such as young carers

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, research and inspection evidence indicate contribute most strongly to pupils' positive attendance, behaviour and attitudes.

These factors are:

- prioritising pupils' attendance and punctuality, as well as their positive behaviour and attitudes to learning, so that pupils benefit from the education and experiences the school offers
- fostering a positive and respectful culture in which staff know, support and care about pupils, including the groups of pupils listed above
- having clear policies for attendance and behaviour that are applied effectively and proportionately
- staff applying clearly defined consequences consistently and fairly when needed
- setting clear routines and expectations for pupils' behaviour across all aspects of school life, not just in the classroom
- developing pupils' motivation and positive attitudes to learning, since these are important predictors of attainment and instil important behaviours for future learning
- creating an environment in which pupils feel safe, and in which bullying, unlawful discrimination, harassment (including sexual harassment), victimisation, physical and sexual abuse and/or violence and emotional abuse – online or offline – are not accepted and are dealt with quickly, consistently and effectively

Considering attendance and behaviour for different ages, phases and provision types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of pupils.

In **maintained nursery schools and early years in schools**, inspectors:

- bear in mind that attendance is not compulsory until the start of the term following a child's fifth birthday
- consider how leaders communicate with families to support and instil positive habits of attendance before children begin formal schooling

In **early years and key stages 1 and 2 provision**, inspectors will consider:

- the fact that pupils' punctuality and attendance may depend on parents, and the school's response to this
- how well staff teach pupils daily routines and habits to promote positive learning

For **pupils with SEND in mainstream and specialist settings**, inspectors:

- consider how leaders and staff support pupils with emotional, mental health or medical needs that affect attendance, and how they help these pupils to attend more regularly; this may include working with parents and professionals
- bear in mind that some pupils may need additional support to help them manage their behaviour and emotional regulation; inspectors explore leaders' work over time and its impact on helping pupils to meet high expectations
- consider how leaders and staff work with medical professionals and other specialists to support access to education and attendance at school, as appropriate, for pupils who are educated under section 19 (of the Education Act 1996) duties because they are unwell, including those educated in hospitals

Some schools have a significant proportion of pupils who join with previously low attendance or following disruption to their education (including in alternative provision and UTCs). In these schools, inspectors recognise that this may affect overall attendance or rates of persistent absence. They therefore pay particular attention to the impact of the school's work to improve attendance rapidly for these pupils and to maintain improvements over time.

A934

Gathering evidence about attendance and behaviour

Strategic leadership of attendance and behaviour

In gathering evidence about the strategic leadership of attendance and behaviour, inspectors consider the extent to which leaders:

- know and understand their pupils, the influences on them given the context of the school and the challenges they may face in maintaining positive behaviour
- promote good attitudes to learning and regular attendance, especially for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- pay close attention to every element of the school's work to make sure that the school is a place that pupils want to attend
- have high expectations for all pupils' attendance, behaviour and attitudes, and design effective policies that communicate these high expectations clearly to all staff, pupils and parents, including expectations related to mobile phones
- implement agreed policies effectively so that they are applied consistently by staff
- have an informed and accurate understanding of what is working well and where improvement is needed, including through using day-to-day processes and detailed data analysis to identify, anticipate, prevent and improve poor attendance and behaviour, including bullying
- have developed a clear, strategic plan to tackle improvement priorities, demonstrate a record of improvement and ensure a high standard of attendance, behaviour and attitudes

Attendance

In gathering evidence about attendance, inspectors consider the extent to which:

- leaders place a high priority on improving attendance and punctuality, at whole-school level and for different groups, including for those who are occasionally, persistently and severely absent
- pupils attend well, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, such as young carers; if this is not the case, attendance is improving towards national averages and the school's pre-pandemic levels
- leaders and staff pay close attention to the needs of the groups of pupils listed above, so that they attend regularly and come to school on time
- leaders and staff pay close attention to the needs of pupils who are absent because of mental or physical ill-health, so that they attend regularly and come to school on time
- leaders do not stop striving for whole-school improvement once attendance reaches national averages
- leaders and staff communicate their expectations about attendance clearly, strongly and consistently to pupils so that they are well understood

- leaders and staff understand the importance of paying close attention to pupils' attendance, take opportunities to promote good attendance and act on absence or declines in attendance promptly
- staff complete attendance and admissions registers accurately, and the day-to-day processes to follow up on absences are established and effective
- leaders work with parents, local authorities and other agencies, including the virtual school head, to communicate expectations about attendance and improve it; this includes any multi-agency work for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being

Behaviour, including bullying

In gathering evidence about behaviour, including bullying, inspectors consider the extent to which:

- leaders and staff establish appropriate routines and explicitly teach and model the behaviour they expect from pupils, so that these are well understood
- approaches are adapted to meet pupils' individual needs as necessary
- leaders train and support teaching and non-teaching staff to challenge poor behaviour, including low-level disruption that prevents learning, and they agree on consequences for poor behaviour and apply these confidently and consistently
- poor behaviour is prevented from disrupting lessons or the school's day-to-day life
- relationships between pupils and staff show kindness, courtesy, empathy and respect, reflecting a positive culture
- leaders and staff create a positive environment in which bullying, unlawful discrimination, harassment, including sexual harassment, victimisation, physical and/or sexual violence and derogatory language are not tolerated
- leaders recognise that bullying takes various forms, and is often motivated by prejudice against particular groups, for example on grounds of race, religion or belief, sex, sexual orientation, gender reassignment, SEND, or because a pupil is adopted, in care or has caring responsibilities; it might be motivated by actual differences between pupils, or perceived differences
- leaders ensure that the school has a culture in which staff are trained and empowered to deal with child-on-child violence; they assume it happens in the community and, potentially, in school, even in the absence of specific reports, so establish a whole-school approach to tackle it
- pupils feel confident reporting incidents of bullying, aggression, unlawful discrimination or derogatory language when these occur, and leaders deal with them quickly and effectively so that they are not allowed to spread
- leaders and staff support pupils who are affected by bullying, aggression, unlawful discrimination or derogatory language so that they feel safe and confident at school
- sanctions, including isolation, suspension and permanent exclusion, are used proportionately and appropriately to tackle behaviour that does not reflect leaders' high expectations
- leaders reintegrate suspended pupils and those returning from off-site direction and alternative provision carefully on their return to school and manage their behaviour effectively

- leaders work with pupils and parents to communicate expectations about behaviour and to foster partnerships between home and school
- leaders work with the local authority, other agencies and partners, where necessary, to support effective and continuing improvements to behaviour

Attitudes to learning

In gathering evidence about attitudes to learning, inspectors consider the extent to which:

- pupils arrive at lessons punctually and settle quickly
- low-level disruption is anticipated, responded to and dealt with, so that it is uncommon and does not disrupt lessons
- pupils are taught how to study effectively and do so, developing increasing independence, resilience to setbacks and persistence in the face of difficulties
- pupils are committed to their learning, motivated, self-confident, and able to work cooperatively and collaboratively with their peers and staff
- pupils take pride in their achievements and the work they produce

Inclusive approaches to attendance and behaviour

In gathering evidence about inclusive approaches to attendance and behaviour, inspectors consider the extent to which:

- staff have the necessary expertise, confidence and support to adapt behaviour policies and practices appropriately and consistently for pupils with specific needs
- staff make reasonable adjustments and adaptations when considering pupils' needs, challenges and barriers, while maintaining high expectations for what all pupils can achieve
- leaders and staff use timely, well-chosen, targeted interventions to support those who need additional help in meeting and sustaining the school's high expectations of attendance, behaviour and attitudes to learning.
- leaders monitor, evaluate and amend any specific approaches, reasonable adjustments, adaptations and interventions to account for pupils' changing circumstances and/or needs
- leaders and staff make sure that (when they are needed) part-time timetables are short term and have defined end points, and plans for supporting pupils' return to full-time education are clear and appropriate
- leaders and staff make sure that restrictive physical intervention is used as a last resort, and that these incidents are analysed carefully to minimise the need for the use of force
- when alternative provision is used, leaders monitor pupils' attendance carefully, both daily and over time, and take swift and effective action when pupils do not attend
- leaders, staff and pupils have established a culture across the school where relationships between adults and pupils are open, respectful and harmonious
- pupils who need support to improve their attendance, behaviour and attitudes to learning show improvements over time

Grading attendance and behaviour

Needs attention	Expected standard	Strong standard
Attendance and behaviour are likely to be graded 'needs attention' when the 'expected standard' has not been met. **This may include when one or more of the following applies:** ■ Leaders have appropriate ambitions and/or expectations for pupils' attendance, behaviour and attitudes, but weaknesses or inconsistencies in practice mean that these have a limited impact on pupils or a particular group of pupils. ■ Leaders have only recently started to take action to improve pupils' attendance, behaviour and/or attitudes. While their actions are appropriate, they are at an early stage. This means it is too soon to determine the impact of this work. ■ Support for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being is not improving their attendance, behaviour and/or attitudes to learning.	**Attendance and behaviour meet the 'expected standard' when all the following apply:** Leaders and staff have an informed and accurate understanding of matters related to attendance, behaviour and attitudes. They establish effective strategies to tackle any issues. Leaders establish high expectations for all pupils about behaviour, built on positive relationships, and on rules and routines that staff and pupils generally understand. Leaders ensure that staff maintain and reinforce the same high expectations, acting as role models and teaching positive behaviour. Leaders and staff generally apply agreed rules and sanctions effectively. Suspension and permanent exclusion are used appropriately. Leaders and staff usually ensure that incidents of bullying, unlawful discrimination, harassment, victimisation, physical and/or sexual violence and derogatory language are dealt with quickly and effectively. Pupils generally behave well, follow the agreed school routines and show positive attitudes to	**Attendance and behaviour meet the 'strong standard' when the 'expected standard' has been met and all the following apply:** Leaders and staff have established a culture that is highly conducive to learning, in which pupils of all ages flourish. Leaders respond to the school's and pupils' changing circumstances and needs swiftly and skilfully. Pupils show self-discipline and dedication to their learning. They learn how to manage their own emotions and resolve conflict with others. They consistently show high levels of respect for others and rarely need to be reminded about positive behaviour. Older pupils' behaviour, including consideration for others, sets an excellent example. Tailored and responsive reasonable adjustments and adaptations, interventions and/or support for pupils who need help to improve their behaviour have a demonstrable impact. The importance of high attendance is consistently promoted well by leaders and staff. High-quality training and support enable them to have supportive but challenging

Needs attention	Expected standard	Strong standard
Support is not adapted to keep up with pupils' changing circumstances.	their learning. This contributes to a safe and calm environment. Leaders analyse attendance information closely, at whole-school level and for different groups to identify patterns and trends. They use this analysis well to identify the causes of poor attendance, intervene early and remove barriers. Overall attendance is broadly in line with national averages or shows an improving trend over time. Attendance is improving, including the attendance of pupils who are persistently or severely absent and individuals or groups that leaders have focused on. Any reasonable adjustments or adaptations to attendance and/or behaviour strategies are timely and appropriate, including for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who face barriers to their learning and/or well-being, such as young carers. Any interventions are timely, well chosen and targeted.	conversations with pupils and families when attendance needs to improve. Leaders' actions to identify and tackle barriers to attendance result in high attendance or rapid and/or notable improvement, both overall and for individuals and groups.

Urgent improvement

Attendance and behaviour are likely to be graded 'urgent improvement' when any of the following apply:

- Leaders' expectations of pupils' attendance, behaviour and attitudes are not high enough. This negatively affects pupils' achievement, their enjoyment and their sense of belonging at school.
- Leaders do not take effective action to secure pupils' positive attendance and/or behaviour. They do not have a consistent, whole-school approach to maintaining discipline. Support for staff to manage behaviour is weak.
- Leaders do not have a strategic approach to tackling poor attendance. They do not monitor or evaluate pupils' attendance properly, including at alternative provision, to identify accurately the barriers to improving attendance and to establish and implement a clear action plan.
- Attendance is consistently low. It shows little or no sign of sustained improvement over time, overall or for significant groups.
- A significant minority of pupils show a lack of respect for each other and/or staff and a lack of self-discipline. Pupils frequently ignore or refuse staff's requests to moderate their conduct.
- Incidents of bullying and/or prejudiced and discriminatory behaviour, both direct and indirect, are frequent and/or tolerated.
- Pupils' lack of engagement and persistent, low-level and/or high-level disruption contribute to reduced learning and/or disorderly conduct, within classrooms and/or around the school.
- Leaders do not take pupils' concerns seriously. Problems escalate because leaders act too slowly. Pupils have little confidence in the school's ability to tackle bullying, unlawful discrimination, harassment, victimisation, violence and/or discriminatory behaviour.
- Use of force or restrictive intervention is excessive and/or unsafe.
- Sanctions, suspensions and/or permanent exclusions are used inappropriately.

Exceptional

Inspectors may consider leaders' work in attendance and behaviour to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptional standards of attendance and behaviour have been sustained over time so that there is a highly inclusive culture in which all pupils feel that they belong. Pupils who need it receive exceptional and tailored support from highly skilled staff to improve their attendance and behaviour, with perceptible results.
- Leaders' actions have a transformational impact on how well disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being achieve and flourish across all areas of school life.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Personal development and well-being

This evaluation area is focused on the personal development and well-being of pupils.

This evaluation area considers:

- whether leaders establish a suitable and coherent programme of personal development, through both the curriculum and the wider opportunities and experiences they provide for pupils
- whether the school supports pupils to develop the knowledge and skills they need for participation and success in later life
- whether the school promotes pupils' wider development, character and well-being, ensuring that they receive the care and support to achieve and thrive, in school and beyond
- pupils' spiritual, moral, social and cultural (SMSC) development, which can be seen across the school's activities

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, research and inspection evidence indicate contribute most strongly to personal development and well-being.

These factors are:

- ensuring that the curriculum contributes to pupils' personal development and their SMSC development
- supporting pupils to become responsible, respectful and active citizens who can play their part in public life as young people and adults
- developing and deepening pupils' understanding of the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs
- promoting equality of opportunity so that all pupils can thrive together and understand that individual characteristics make people unique; this includes, but is not limited to, an age-appropriate understanding of the protected characteristics defined in the Equality Act 2010
- developing pupils' character so that they reflect wisely, learn eagerly, behave with integrity and cooperate consistently well with others
- developing pupils' confidence, resilience and knowledge so that they can keep themselves mentally healthy
- enabling pupils to recognise online and offline risks to their well-being – for example, risks from criminal and sexual exploitation, domestic abuse, female genital mutilation, forced marriage, substance misuse, gang activity, radicalisation and extremism – and making them aware of the support that is available
- enabling pupils to recognise the dangers of using technology and social media inappropriately
- developing pupils' understanding of how to keep physically healthy, eat healthily and maintain an active lifestyle, including by providing them with enrichment activities and opportunities to be active during the school day
- developing pupils' age-appropriate understanding of healthy relationships through relationships and sex education

- supporting pupils' readiness for the next phase of education, training or employment so that they are equipped to make the transition successfully, including by providing impartial careers information, education, advice and guidance for secondary-age pupils

Considering personal development for different ages, phases and provision types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of pupils.

When inspectors evaluate personal development and well-being in **maintained nursery schools** and **schools with early years provision**, they consider whether the personal development programme is aligned with the EYFS educational programme for personal, social and emotional development (PSED).

When inspectors evaluate personal development and well-being for **pupils with SEND in mainstream and specialist settings**, they:

- seek to understand the school's priorities for the personal development of individual pupils and its approaches to developing and providing a personal development programme, including careers education, matched to pupils' needs
- understand that pupils' participation in enrichment opportunities may vary according to their needs and circumstances
- recognise that these pupils may face increased risks relating to their age rather than their developmental stage; inspectors want to understand how the school supports pupils with SEND to access, in ways that are developmentally suitable, the age-appropriate content they need to keep themselves healthy and safe

Gathering evidence about personal development and well-being

Strategic leadership of personal development and well-being

In gathering evidence about the strategic leadership of personal development and well-being, inspectors consider the extent to which:

- leaders ensure that the personal development programme (which includes taught content and wider opportunities and experiences) is broad, coherently planned and suitable for the school's context, and that the programme and the school's wider work reinforce one another
- leaders ensure that staff have the knowledge and skills they need to teach the content of the personal development programme, and this content is planned, taught and assessed in line with the best available evidence

The personal development programme

In gathering evidence about the personal development programme, including pupils' SMSC development, inspectors consider the extent to which:

- the personal development curriculum meets statutory requirements
- the curriculum and wider opportunities prepare pupils for life beyond school
- pupils develop their ability to be reflective about their own beliefs (religious or otherwise) and perspective on life, including developing their knowledge of, and respect for, different people's faiths, feelings and values
- pupils gain a sense of enjoyment and fascination in learning about themselves, others and the world around them, using imagination and creativity in their learning and being willing to reflect on their experiences
- pupils' talents and interests are nurtured, developed and extended through a range of opportunities
- pupils are willing to participate in – and respond to – artistic, musical, sporting and cultural opportunities
- pupils develop their ability to recognise the difference between right and wrong, including:
  - understanding the consequences of their behaviour and actions, and readily applying this understanding in their own lives
  - recognising legal boundaries and respecting the civil and criminal law of England
  - offering reasoned views about moral and ethical issues
- pupils learn how to manage their own emotions and resolve conflict with others
- pupils are given meaningful opportunities to:
  - prepare effectively for adulthood and life in modern Britain
  - acquire the knowledge they need to achieve and thrive in later life

  - develop their understanding of the protected characteristics and the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs
  - learn how to be responsible, respectful, active citizens who contribute positively to society
- pupils are taught to recognise online and offline risks to their well-being, such as the dangers of sharing personal information and the impact of viewing harmful content online, and risks related to criminal and sexual exploitation, domestic abuse, female genital mutilation, forced marriage, substance misuse, gang activity, radicalisation and extremism; they are made aware of the support available
- pupils know how to keep themselves safe and healthy, including how to look after their mental health and how to maintain an active lifestyle
- pupils have an age-appropriate understanding of healthy relationships
- pupils know how to discuss and debate issues and ideas in a considered way and how to engage with views, beliefs and opinions that differ from their own

Careers education

In gathering evidence about careers education, inspectors consider the extent to which:

- leaders ensure that all secondary-age pupils are well prepared and supported to progress in education, employment or training, including continuing in education or training until at least their 18th birthday
- where relevant, there is an appropriate careers programme that meets the Gatsby Benchmarks and includes impartial advice and guidance from a qualified careers adviser, opportunities for workplace experiences, and engagement with employers, colleges, training providers and universities
- secondary-age pupils have an appropriate understanding of relevant trends in local and national employment and the implications of the choices they make in relation to these
- pupils with SEND develop independence, contribute to their community, make positive friendships and are supported to be as healthy as possible

Pastoral support

In gathering evidence about pastoral support, inspectors consider the extent to which:

- leaders and staff know their pupils and are vigilant in identifying individuals or groups who need additional pastoral support
- pastoral support is well matched to pupils' needs and targeted at those who may need extra guidance or care, or support for their emotional health or well-being; it deals with immediate issues and any underlying issues, in order to prevent problems recurring
- effective relationships with parents, local authorities and other external agencies are drawn on to strengthen pastoral support
- pupils understand what support is available and access pastoral care when they need it; leaders listen to, and take account of, pupils' views about their needs
- record-keeping, day-to-day processes and data analysis ensure that pastoral support is effective

Inclusive personal development and well-being

In gathering evidence about inclusive personal development and well-being, including pupils' SMSC development, inspectors consider the extent to which:

- pupils feel welcome, valued and respected and that they belong within the school community
- all pupils, especially disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, such as young carers, benefit from high-quality personal development opportunities
- all pupils have equal access to and participate in interesting and relevant extra-curricular activities
- all pupils benefit from high-quality careers education opportunities, where relevant, including the groups of pupils listed above
- pupils understand, appreciate and respect differences in the world and its people; they celebrate what we have in common across cultural, religious, ethnic and socioeconomic communities
- pupils respect the different protected characteristics defined in the Equality Act 2010 and do not tolerate bullying, unlawful discrimination, harassment or victimisation
- pupils have the opportunity to develop a range of social skills in different contexts, for example working and socialising with other pupils, including those from different religious, ethnic and socioeconomic backgrounds
- reasonable adjustments or adaptations to the personal development curriculum or teaching for pupils are well targeted, effective in reducing barriers to their learning and/or well-being and focused on pupils' long-term success rather than short-term fixes; leaders consider the possible downsides of any adaptations and mitigate these
- pupils who attend alternative provision continue to receive a suitable personal development and relationships and health education (RHE)/relationships and sex education, health education (RSHE) programme

Grading personal development and well-being

Needs attention	Expected standard	Strong standard
Personal development and well-being are likely to be graded 'needs attention' when the 'expected standard' has not been met. **This may include when one or more of the following applies:** ■ Leaders have appropriate ambitions for pupils' personal development and well-being but weaknesses or inconsistencies in practice have a negative impact on pupils in general or on a particular group. ■ Leaders have only recently started to take action to improve pupils' personal development and well-being. While their actions are appropriate, they are at an early stage. This means it is too soon to determine the impact of this work. ■ Leaders have considered pupils' needs when developing the personal development programme, but it is not well matched to, or does not keep up with, their evolving circumstances.	**Personal development and well-being meet the 'expected standard' when all the following apply:** A coherent and appropriate programme of personal development extends across the taught curriculum and wider opportunities and experiences. It makes a positive difference to pupils and enables them to develop spiritually, morally, socially and culturally. The personal development programme includes a suitable and well taught RHE/RSHE programme, which develops pupils' knowledge. Pupils develop their understanding of, and respect for, protected characteristics, fundamental British values and cultural diversity in modern Britain. Pupils have a range of suitable opportunities that broaden their experiences and enable them to develop their talents and interests in areas such as the arts, music and sport. The school's careers education, where relevant, prepares pupils for future education, employment or training. The school is making steady progress towards the Gatsby benchmarks.	**Personal development and well-being meet the 'strong standard' when the 'expected standard' has been met and all the following apply:** Pupils develop secure and detailed knowledge across the personal, social, health and economic education, relationships and (where relevant) sex education programme and citizenship curriculum. Pupils are confident, resilient and independent. They are reflective, behave with integrity and cooperate consistently well with others. They are very well prepared for life beyond school. Leaders and staff have a deep understanding of all their pupils and are systematic in anticipating and identifying which individuals or groups might need additional pastoral support. What is provided is highly effective. Secondary-age pupils have a wide range of opportunities to learn about their options for education, support and training after school. The school engages well with employers in the local area to ensure that pupils are well informed. Pupils know what they need to do to achieve their ambitions. The programme of personal development is extensive and carefully tailored to the school's

Needs attention	Expected standard	Strong standard
	Effective pastoral support meets pupils' needs. They are confident in accessing it when they need it. The personal development programme is an entitlement for every pupil. Leaders track participation. They take steps to ensure that pupils, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, for example young carers, can participate appropriately. Reasonable adjustments or adaptations are made for them.	context and pupils' aspirations. Pupils, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face barriers to their learning and/or well-being, participate and benefit fully. Evidence of the impact of the personal development programme is clear on the outcomes and experiences of pupils, including the groups of pupils listed above.

Urgent improvement

Personal development and well-being are likely to be graded 'urgent improvement' when any of the following apply:

- A significant minority of pupils do not receive a wide, rich range of experiences.
- Pupils do not receive the pastoral support they need.
- Leaders and/or governors/trustees undermine or fail to promote equality and diversity.
- Significant weaknesses in the quality of the school's personal development programme are not identified or tackled.
- Leaders have established a culture and/or environment that places pupils under undue pressure or undermines their emotional health and/or well-being.
- The curriculum fails to teach pupils about healthy relationships in line with the statutory relationships and sex education guidance.

Exceptional

Inspectors may consider leaders' work in personal development and well-being to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptionally high standards of personal development and well-being have been sustained. Pupils feel well supported, develop consistently detailed knowledge and skills, make a strong positive contribution to the school's inclusive culture and are exceptionally well prepared for their next steps and for life beyond school.
- Leaders' actions have a transformational impact on the personal development and well-being of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. These pupils are now able to thrive in school and beyond the school.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Early years

All the toolkit evaluation areas apply to the early years. Inspectors consider early years proportionately when grading each evaluation area. They also grade early years separately, using this evaluation area, to consider the early years provision as a whole. This evaluation area contains information that is specific to early years. The information is either not included in other evaluation areas or expands on the standards in other evaluation areas.

This evaluation area considers whether:

- the school meets the statutory requirements of the EYFS
- the school offers a high-quality early education for children, especially disadvantaged children, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, that gives them the knowledge and skills they need for a successful start to their education and the best chance of later success

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, professional standards, research and inspection evidence indicate contribute most strongly to the quality of early education.

These factors are:

- leaders understanding the strengths and areas for development of the school's early years provision, and the effectiveness of their actions to improve it
- planning, designing and implementing an early years curriculum that is ambitious for all children
- having a curriculum and care practices that meet the needs of the range of children who attend
- the content of the curriculum being taught (see below) systematically, in a logical progression, and explained effectively, so that children gain the necessary foundations for the rest of their schooling
- ensuring that children develop, consolidate and deepen their knowledge, understanding and skills across all the areas of learning and development in the EYFS
- staff focusing on developing children's communication and language
- leaders identifying and supporting the groups of children listed above

Teaching is a broad term that covers the many different ways in which adults help young children to learn. In the early years, it includes their interactions with children during planned and child-initiated play and activities, communicating and modelling language, showing, explaining, demonstrating, exploring ideas, encouraging, questioning, recalling, providing a narrative for what they are doing, facilitating and setting challenges. It takes account of the equipment that adults provide, and the attention given to the physical environment, as well as the structure and routines of the day that establish expectations. Integral to teaching is how practitioners assess what children know, understand and can do, as well as how they take account of their interests and dispositions to learn (characteristics of effective learning), and how they use this information to plan children's next steps in learning and monitor their progress.

Considering early years for different ages and provision types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of children.

When inspectors evaluate **early years provision for 2- and 3-year-olds**, they:

- focus on the prime areas of learning
- take account of the typical development of 2- and 3-year-olds, including their emotional and physical dependence on adults; for example, inspectors consider how staff:
  - are responsive when children need comforting, and provide support appropriate to the child's individual needs
  - are attentive to children's care needs and daily routines, for example managing sleep routines and supervision at mealtimes, and use these occasions as an opportunity to support children's learning
  - give children time to be in familiar, small groups and opportunities to be in smaller, quieter areas for play
  - are patient and attentive when encouraging 2- and 3-year-olds to express their ideas
  - listen to children and respond to their verbal and non-verbal communication, rather than interrupting them

When inspectors evaluate **early years provision as part of mixed-aged classes**, they consider how:

- leaders and staff balance the needs of the youngest children with those of the older children in class, and ensure that the most effective teaching approaches allow the youngest children to learn across the areas of learning and development in the EYFS
- leaders and staff organise the daily routines and teaching opportunities so that the youngest children secure the foundations they need

When inspectors evaluate **early years provision for children with SEND in mainstream and specialist settings**, they consider:

- children's developmental differences, their starting points and the progress they are making from these
- the curriculum pathways of individuals or groups of children and whether leaders have identified the right priorities for them and are reducing barriers to progress

There will not be an early years grade for **maintained nursery schools**, as this evaluation area is relevant only when a school's population includes children in the early years as well as others. Therefore, when inspecting maintained nursery schools, inspectors consider:

- this early years evaluation area when interpreting the standards in the other evaluation areas
- the factors that affect 2- and 3-year-olds in schools (see above)
- whether the school balances the needs of the youngest children with those of their peers and ensures that staff use the most effective teaching approaches, to enable these children to learn across the areas of learning and development in the EYFS

When inspectors evaluate early years, they will consider any exemptions from the learning and development requirements of the EYFS.

Gathering evidence about early years

Leadership of early years

In gathering evidence about the leadership of early years, inspectors consider the extent to which leaders:

- have a clear and ambitious vision for giving children the best start to their education
- have an accurate understanding of the provision's context, strengths and areas for development, which informs the actions they take to improve children's education and care, in line with the statutory requirements of the EYFS
- take all reasonable steps to make sure that all children have access to an ambitious curriculum, including those who attend part time or attend more than one setting, those who are disadvantaged, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- ensure that the curriculum identifies and sequences the key knowledge that children will learn across the EYFS educational programmes
- ensure that the curriculum is well taught across the setting
- ensure that staff use assessment well to make any necessary changes to teaching and/or the curriculum, including sharing information with Year 1 teachers when children move to key stage 1
- work in partnership with parents to promote children's learning and development and to raise their awareness about supporting children's readiness for starting school
- establish appropriate policies, procedures and practices that promote the welfare, mental health and well-being of all children

Curriculum

In gathering evidence about the curriculum in early years, inspectors consider the extent to which:

- the curriculum supports all children's progress through the EYFS educational programmes, appropriate to their age and stage of development; it clearly identifies the foundational knowledge and skills that children need for later learning, and emphasises children's communication and language development
- the Reception Year curriculum for teaching systematic synthetic phonics, spelling and handwriting is logically sequenced and cumulative
- the mathematics curriculum is designed to develop children's confidence about and use of mathematical vocabulary, and gives them a secure grounding in number, numerical patterns and spatial reasoning

Teaching

In gathering evidence about teaching in early years, inspectors consider the extent to which:

- daily routines and interactions ensure that children develop their language and vocabulary across all areas of learning and development and can communicate and manage their thoughts and feelings
- staff engage children in high-quality interactions to develop their knowledge and vocabulary; they help children articulate what they know and understand by scaffolding, modelling, extending and developing their ideas
- staff build children's emotional connection to language and help them gain awareness and control of their voices through songs, rhymes and poems
- teachers prioritise daily story time; they read aloud and re-read high-quality stories, and talk with children about them to build familiarity and understanding
- staff develop children's ability to describe patterns, quantities and shapes in the world around them, and help children to enjoy mathematics so that they use what they know across all areas of learning; mathematics teaching is carefully sequenced so that concepts are introduced, developed and practised
- staff make effective choices about what, when and how to teach, tailored to the children's context, age and starting points, and select activities that enable children to sustain their attention, focusing on the intended learning rather than leaving it to chance; they ensure that children have sufficient foundational knowledge to complete tasks and provide additional teaching and practice for those who need more support
- staff present information clearly to children, check their understanding, and identify and tackle gaps in their knowledge; children have frequent opportunities to practise and consolidate their learning
- staff provide enough teaching and practice for children in Reception to develop a comfortable pencil grip and increasing accuracy and fluency in word reading, spelling, handwriting and number facts
- staff prioritise interacting with children rather than using their time to observe, record and compile evidence

Achievement in early years

In gathering evidence about the achievement of children in early years, inspectors consider the extent to which:

- children develop appropriate knowledge and skills across the 7 areas of learning and development, relevant to their age and stage of development
- children achieve well from their starting points, including disadvantaged children, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- children are well prepared to reach a good level of development by the end of Reception; they secure important foundational knowledge in the specific areas of literacy and mathematics, paving the way for future learning in Year 1 and beyond

Well-being and welfare in early years

In gathering evidence about the well-being and welfare of children in early years, inspectors consider the extent to which:

- care practices meet the needs of the range of children who attend, and promote all children's sense of belonging
- staff develop positive relationships with children to help them form secure attachments and to support their well-being and independence
- staff help children to understand, appropriate to their age and stage, how to make healthy choices to support their emotional and physical development; they support them to take well-managed risks to develop their resilience and understanding of personal safety

Inclusive practices in early years

In gathering evidence about inclusive practices in early years, inspectors consider the extent to which leaders and staff:

- quickly and accurately identify children who face any barriers to their learning or well-being, including disadvantaged children, those with SEND, and those who are known (or previously known) to children's social care; they consider children's different starting points and stages of development and act judiciously to reduce the barriers that these children face
- focus particularly on children whose language is less well developed and/or who do not readily engage with adults
- receive relevant, useful training and guidance so that they can identify and assess children's needs effectively, and meet them
- work in close partnership with parents, other settings, childminders and/or out-of-school provision to secure continuity of education and care for all children

Grading early years in schools

Needs attention	Expected standard	Strong standard
Early years in schools is likely to be graded 'needs attention' when the 'expected standard' has not been met. **This may include when one or more of the following applies:** ■ Leaders have appropriate ambitions for and/or expectations of children in the early years, but weaknesses or inconsistencies in practice have a negative impact on children in general or on a particular group. ■ Leaders have only recently started to take action to improve early years provision. While their actions are appropriate, they are at an early stage. This means it is too soon to determine the impact of this work. ■ Support for disadvantaged children, children with SEND, those who are known (or previously known) to children's social care, and/or those who may face other barriers to their learning and/or well-being is not well matched to their needs or does not keep up with their evolving circumstances.	**Early years in schools meets the 'expected standard' when all the following apply:** Leaders prioritise the early years to give children a successful start to their education and the best chance of later success. They have an accurate understanding of the quality and impact of education and care in this phase, and an effective strategy to bring about improvements. Leaders know the statutory requirements of the EYFS and make sure they are met. They have a clear vision for providing high-quality education and care for children in the early years and the same high expectations of them as they do for pupils in the rest of the school. Leaders and staff make sure that education and care practices are suitable for the age and stage of children's development. Leaders make sure that the curriculum identifies and sequences the key knowledge that children will learn across the EYFS educational programmes. Leaders ensure that the curriculum is well taught and that staff engage in high-quality interactions with children.	**Early years in schools meets the 'strong standard' when the 'expected standard' has been met and all the following apply:** Relevant leaders, including the headteacher, are highly knowledgeable about the early years. They make astute decisions about how the curriculum and teaching should adapt and evolve, based on their evidence and insight about how well children have learned what was intended. Leaders are highly effective in quality assuring the impact of education and care in the early years, which allows them to make rapid and sustained improvements when necessary. Staff consistently maximise the opportunities for engaging children in high-quality interactions throughout the day, including during informal times and through care routines. They proactively seek out children who engage less readily with staff or other children. Typically, children's achievement will be reflected in above-average proportions reaching a good level of development. Children, including disadvantaged children, those with SEND, those who are known (or previously known) to children's social care, and

Needs attention	Expected standard	Strong standard
	Staff consider children's starting points in their curriculum design and approach to teaching so that gaps in children's knowledge are identified and tackled. Leaders make sure that early years teachers inform Year 1 teachers about any gaps in children's knowledge to ensure an effective transition to key stage 1. There is a sharp focus on making sure that children acquire a wide vocabulary, communicate effectively and, in Reception, secure their knowledge of phonics. Leaders ensure that staff provide effectively for children's personal, social and emotional development, including making sure that they feel safe, secure, stimulated and happy. Children are being well prepared to reach a good level of development by the end of Reception. Typically, this will be reflected in the proportion of children reaching a good level of development being broadly in line with national averages. By the end of Reception, children use their knowledge of phonics to read accurately and with increasing fluency. Children develop appropriate knowledge and skills across the 7 areas of learning, relevant to their age and stage of development. Children, including disadvantaged children, those with SEND, those who are known (or previously	those who may face other barriers to their learning and/or well-being, develop a broad vocabulary and a detailed understanding across the 7 areas of learning and development. They are exceptionally well prepared for the next stage of learning.

Needs attention	Expected standard	Strong standard
	known) to children's social care and those who may face other barriers to their learning and/or well-being typically achieve well from their starting points. This means that they are generally ready for the next stage of learning.	

Urgent improvement

Early years in schools is likely to be graded 'urgent improvement' when any of the following apply:

- Leaders have not met the statutory requirements of the EYFS in full. This has a significant negative impact on children's safety and well-being and/or learning and development.
- Leaders have low expectations of what children in the early years can and should achieve.
- The curriculum is poorly designed. It does not meet children's needs or provide the necessary foundations for future learning.
- Leaders or staff have a weak understanding of the areas of learning they teach and the ways in which children learn.
- Relationships between staff and children do not support children's emotional well-being effectively.
- By the end of Reception, children are unprepared for Year 1. They cannot communicate, read and/or spell enough phonically regular words to a level that is appropriate for their age. They do not have basic fluency in number, or knowledge of shape, space and measures.

Exceptional

Inspectors may consider leaders' work in early years to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptionally high standards of education and care in the early years have been sustained. Children achieve consistently well, and develop the knowledge and skills to be exceptionally well prepared for their next steps.
- Leaders' actions have a transformational impact on the outcomes and experiences of disadvantaged children, children with SEND, those who are known (or previously known) to children's social care, and those with other barriers to their learning and/or well-being. These children now achieve and flourish across all areas of school life.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Post-16 provision

All the toolkit evaluation areas apply to the post-16 provision. Inspectors will consider the post-16 provision proportionately when grading each evaluation area.

They will also grade the post-16 provision separately to consider it as a whole. This post-16 provision evaluation area contains information that is specific to 16 to 19 study programmes; it is either not included in other evaluation areas or expands on the standards in other evaluation areas.

This evaluation area considers:

- whether the school has a high-quality 16 to 19 study programme, which gives students, especially disadvantaged students, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, the knowledge and skills they need to succeed in life, and for the next stage of their education, training or employment
- how the wider curriculum enriches students' education by providing careers education, work experience, industry placements, RSHE and non-qualification activities to equip them with vital life skills for adulthood, successful employment or higher-level study

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, research and inspection evidence indicate contribute most strongly to post-16 provision.

These factors are:

- having high-quality 16 to 19 study programmes that are tailored to the needs of individual students
- supporting, improving and accrediting students' English and mathematics knowledge when needed
- identifying and tackling barriers for students who are disadvantaged, those who have SEND, those who are known (or previously known) to children's social care or who may face other barriers to their learning and/or well-being
- making sure study programmes include relevant and substantial vocational/technical and academic qualifications that prepare students for the next stage of their education, training or employment
- ensuring that study programmes are relevant to regional and local employment needs and include purposeful work experience, work-related learning or industry placements
- ensuring that non-qualification activities (for instance, tutorials, work to develop study, leadership and volunteering) develop students' social, emotional and employability skills
- providing access to high-quality, individualised careers advice and guidance that prepare students well for the future

Considering post-16 provision in different provider types

When considering the factors above, inspectors take account of how they apply to different ages and stages of learning, and the needs of different groups of pupils.

When inspectors evaluate the post-16 provision for **students with SEND in mainstream and specialist settings**, they:

- focus particularly on understanding students' starting points and the progress that they are making from them
- seek to understand the curriculum pathways of individuals or groups of students and the extent to which leaders have identified the right priorities to ensure that they make good progress
- keep in mind that published data from national tests and examinations may be unavailable and therefore evidence gathered on site, in relation to students' starting points, will be crucial in evaluating their achievement
- work with leaders to understand students' relevant non-qualification activities, based on their needs, that prepare them for adulthood; activities may include, in exceptional cases, developing their independent living skills when qualifications or preparation for employment are not suitable options
- bear in mind that, in some settings, students might not access the full 16 to 19 study programme

When inspectors evaluate the post-16 provision, they will acknowledge the **distinctiveness of 16 to 19 study programmes**, for instance in settings such as UTCs.

Inspectors:

- work with leaders to understand the setting's unique nature and its context, including its curriculum offer, its links to the world of work, and how it prepares students for future careers
- focus particularly on understanding students' starting points and the progress that they make, recognising that they may join at different ages and may have had poor attendance in the past; inspectors will take account of the impact this may have on their progress

Gathering evidence about post-16 provision

Strategic leadership of the post-16 provision

In gathering evidence about the strategic leadership of the post-16 provision, inspectors consider the extent to which:

- leaders offer a suitable study programme that meets all statutory requirements; this includes appropriate qualifications, work-related learning, RSHE and non-qualification activities, as well as English and mathematics courses when these are needed
- the 16 to 19 study programme is designed to meet students' academic needs and career aspirations and takes into account the school's context
- leaders have a comprehensive understanding of the quality of the curriculum and teaching across the post-16 provision
- leaders assure themselves that the curriculum is being taught well, identify areas for improvement and take effective action to tackle these, including through professional development

Achievement in the post-16 provision

In gathering evidence about achievement in the post-16 provision, inspectors consider the extent to which:

- students develop their knowledge and skills across the curriculum to prepare them well for more advanced study, where relevant
- students' progress is reflected in the responses they give and the work they produce
- students are ready for the next stage of their education, employment or training; they have the necessary knowledge and skills and, where relevant, they gain qualifications that support their intended course of study and give them access to destinations that meet their interests and aspirations

Curriculum and teaching

In gathering evidence about the post-16 provision curriculum and teaching, inspectors consider the extent to which:

- the curriculum, including relevant work experience, is coherently planned and sequenced so that students build knowledge and skills sequentially and cumulatively
- the curriculum has rigour, so that students learn the knowledge that they need to answer subject-specific questions and to gain disciplinary knowledge
- teachers have a comprehensive understanding of the school's approach to teaching, how students learn and how to remove barriers to achievement
- teachers have expert knowledge of the subjects they teach
- teachers link curriculum learning with careers; they highlight progression routes for their subject and how the knowledge and skills developed in it are relevant to a wide range of career pathways

Preparation for next steps

In gathering evidence about preparation for next steps in the post-16 provision, inspectors consider the extent to which:

- leaders ensure that all students are well prepared and supported to progress into education, employment or training, including continuing in education or training until at least their 18th birthday
- the work-related learning and careers programme meets the requirements of the 16 to 19 study programme and includes high-quality work experience; work-related learning is well planned and relevant
- students have multiple opportunities to learn from employers about work, employment and skills that are valued in the workplace
- the post-16 provision enables some students with SEND to develop their independent living skills to prepare them for later life
- leaders have established effective partnerships with local employers and with further and higher education institutions to prepare students for their next steps; students are aware of the academic, technical and work-related opportunities open to them
- students have an appropriate understanding of trends in local and national employment and the implications of the choices they make in relation to these

Wider opportunities

In gathering evidence about wider opportunities in the post-16 provision, inspectors consider the extent to which:

- leaders provide a suitable range of wider opportunities and non-qualification activities, including personal, social, health and economic education, volunteering, citizenship and leadership experiences, that develop students' confidence and prepare them for adult life; activities are relevant and varied and students from all backgrounds take part
- leaders regularly evaluate the impact of the activities and refine what students are offered

Inclusive practices in the post-16 provision

In gathering evidence about inclusive practices in the post-16 provision, inspectors consider the extent to which:

- leaders reduce barriers for disadvantaged students, students with SEND, students who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, so that they achieve the best possible outcomes and are prepared for life beyond school
- teachers adapt the curriculum and their teaching to overcome the barriers individual students face, including students in the groups listed above; students get the support they need to access their study programme
- students, including those listed in the groups above, have access to, participate in and benefit from the range of opportunities provided through the curriculum and through personal development opportunities

- structured careers education and guidance provide tailored support so that these groups of students are able to make informed decisions about their next steps

Grading post-16 provision

Needs attention	Expected standard	Strong standard
Post-16 provision is likely to be graded 'needs attention' when the 'expected standard' has not been met. **This may include when one or more of the following applies:** ■ Leaders have appropriate ambitions and/or expectations for students in the post-16 provision, but weaknesses or inconsistencies in practices have a negative impact on students in general or on a particular group. ■ Leaders have only recently started to take action to improve the post-16 provision. While their actions are appropriate, they are at an early stage. This means it is too soon to determine the impact of this work. ■ Support for disadvantaged students, students with SEND, students who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being is not well matched to their needs or does not keep up with their evolving circumstances.	**Post-16 provision meets the 'expected standard' when all the following apply:** Leaders have an accurate understanding of the strengths of the 16 to 19 study programme and are addressing any inconsistencies in a timely way. They ensure that students follow a suitable 16-19 study programme that is in line with Department for Education (DfE) guidance and meets the specific needs of the post-16 cohort. Leaders ensure that the curriculum is appropriately sequenced and well taught overall. Leaders and staff typically use assessment well to make changes to teaching and/or the curriculum as necessary. Generally, students have age-appropriate knowledge and skills across the curriculum. This is reflected in the quality of their responses and the work they produce. Students generally achieve well. Typically, this will be reflected in their attainment and progress in national tests and examinations being broadly in line with national averages. When published data is not available, including for some students with SEND, leaders can show that students typically make appropriate progress from their starting points.	**Post-16 provision reaches the 'strong standard' when the 'expected standard' has been met and all the following apply:** Leaders ensure that the curriculum is taught consistently well across all 16 to 19 study programmes. They carefully analyse its impact and make astute adaptations as needed. Teachers are skilled at delivering the curriculum in a way that enables students to achieve well. The choices teachers make about what to teach, and when and how to teach it, are highly effective in the context of the subject and the needs of students. Students achieve well. Typically, this will be reflected in above-average outcomes in national tests and examinations over time (where published data is available). Students are very well prepared for later life and proceed to highly appropriate education, employment or training. Students, including disadvantaged students, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being, achieve well, develop detailed knowledge and skills and produce high-quality work across the

Needs attention	Expected standard	Strong standard
	Students are generally ready for the next stage of education, employment or training. They go on to destinations that meet their interests, career goals and aspirations. Leaders have considered the needs of students in their curriculum design and approach to teaching. Adaptations to the curriculum or teaching for disadvantaged students, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being are appropriate and enable students to achieve well.	curriculum. This prepares them well for more advanced study.

Urgent improvement

Post-16 provision is likely to be graded 'urgent improvement' when any of the following apply:

- The design, content, sequencing and/or teaching of the curriculum do not provide adequately for all students.
- Students' achievement in the post-16 provision is significantly lower than national averages, and shows little or no improvement over time.
- Disadvantaged students, those with SEND, those who are known (or previously known) to children's social care, and/or those who may face other barriers to their learning and/or well-being do not make enough progress. Students have not attained the qualifications, skills or behaviours they need to progress to the next stage of education, training or employment, or adulthood.
- The curriculum does not prepare students for opportunities, responsibilities and experiences they may encounter in adulthood or provide them with the knowledge they need to achieve and thrive in later life.
- The school does not ensure that students have access to unbiased information about potential next steps and/or high-quality careers guidance or opportunities to encounter the world of work.

Exceptional

Inspectors may consider the post-16 provision to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptionally high standards of leadership, curriculum, teaching, achievement, personal development and well-being have been sustained. This means that students achieve consistently well, develop detailed knowledge and skills and are exceptionally well prepared for their next steps and later life.
- Leaders' actions have a transformational impact on the outcomes and experiences of disadvantaged students, students with SEND, students who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. These students now achieve and thrive.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group

- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

Leadership and governance

This evaluation area considers:

- whether leaders and those responsible for governance collectively ensure that the school's provision enables every pupil to thrive
- the commitment of leaders and those responsible for governance to raising standards of education and care to improve the lives of all pupils, especially those who are disadvantaged, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being

Inspectors focus on gathering evidence relating to the factors that statutory and non-statutory guidance, professional standards, research and inspection evidence indicate contribute most strongly to leadership and governance.

These factors are:

- having a clear and strategic approach to improvement, in which leaders accurately monitor the school's context and prioritise actions that address the most significant barriers to learning
- managing the school as an organisation effectively, including organising staff strategically and removing barriers and distractions from core classroom activities
- leaders making decisions in the best interests of pupils, including prioritising the experiences and outcomes of the groups listed above
- leaders having a reflective understanding of the school's strengths and areas for development, and taking effective action to engage the school community to improve and/or to sustain high standards
- having a coherent professional learning programme for all staff that is rooted in a culture of purposeful collaboration, focuses on building collective expertise and enables expert teaching across all subjects and phases
- leaders and those responsible for governance (where relevant) understanding their respective roles and their performance in these roles, in a way that enhances the school's effectiveness
- parents and the school community engaging and participating in a thoughtful and positive way that supports pupils' education
- the responsible body taking into account the workload and well-being of leaders and, in turn, leaders taking into account the workload and well-being of their staff

Considering leadership and governance for different ages, phases and provision types

When inspectors evaluate leadership and governance in maintained nursery schools, small schools, the primary phase and specialist settings, they recognise that leaders may have multiple responsibilities. The leadership team may be small. It may also draw on expertise or leadership from people who are not in the school every day of the week.

In all schools, inspectors work with leaders, and any nominee, to find out about the leadership structure and how key responsibilities are delegated. This ensures that they speak with the most appropriate people.

Gathering evidence about leadership and governance

Strategic leadership

In gathering evidence about strategic leadership, inspectors consider the extent to which leaders:

- demonstrate consistently high standards of principled and professional conduct, and always act in the best interests of pupils
- establish and sustain the school's ethos and strategic direction, in partnership with those responsible for governance and through consultation with the school community
- have a clear and ambitious vision for providing high-quality education to all pupils, and uphold high educational standards that prepare pupils from all backgrounds for their next phase of education and life
- ensure that the school week meets the DfE's minimum expectation of 32.5 hours per week, where applicable
- establish and sustain a culture in which pupils experience a positive and enriching school life
- promote positive and respectful relationships across the school community
- take a strategic approach to improvement, in which they carefully identify the right priorities to ensure the best possible outcomes and experiences for pupils
- promote effective use of resources, including digital technologies, to support positive outcomes for pupils
- know, understand, and act within the professional standards expected of them, and meet their statutory and non-statutory duties
- make a positive contribution to the wider education system

Governance

In gathering evidence about governance, inspectors consider the extent to which governors/trustees:

- are knowledgeable about their statutory duties and carry them out effectively
- support and challenge the school's leaders effectively, using the best methods to assure themselves of the quality and impact of different aspects of the school's work
- understand their role as the responsible body, where applicable, in considering and addressing leaders' workload and well-being
- assure themselves that leaders have an accurate understanding of the school's context and are prioritising the actions for improvement that will have the greatest impact on pupils
- ensure that systems for monitoring and quality assurance are fair, valid and constructive, and provide leaders and staff with high-quality feedback to inform continuous improvement
- hold leaders to account appropriately and effectively for the impact of the school's professional learning programme for staff
- hold leaders to account appropriately and effectively for the school's support and provision for disadvantaged pupils, those with SEND, those who are known (or previously known) to

children's social care, and those who may face other barriers to their learning and/or well-being

Staff well-being and workload

In gathering evidence about staff well-being and workload, inspectors consider the extent to which:

- leaders take account of staff's well-being and make sure their workload is manageable; they do not create unnecessary burdens
- leaders have effective systems in place to protect staff from bullying, unlawful discrimination, harassment and victimisation
- leaders make sure that all staff feel valued and are supported to do their jobs to a high standard; they ensure that staff's time is used as effectively as possible to secure the best outcomes for learners and apprentices

Professional learning and expertise

In gathering evidence about professional learning and expertise, inspectors consider the extent to which:

- leaders establish a strong culture of staff professionalism, which includes a commitment from all staff to continuous improvement in their expertise and effectiveness
- leaders prioritise and participate in professional learning; they act as role models for all staff
- leaders ensure that staff have access to high-quality, evidence-informed, sustained and coherent professional learning programmes that build expertise and are aligned to balance the priorities of whole-school improvement, subjects/teams/phases and individual needs
- leaders allocate appropriate time and other resources to a coherent programme of evidence-informed professional learning for all staff
- professional learning includes purposeful collaboration between teachers on:
  - the curriculum, teaching and assessment
  - the school's vision, values and ethos
  - the school's approaches to delivering the intended curriculum
  - the school's approaches to attendance, behaviour and pastoral care
  - the school's mathematics and English curriculums (including systematic synthetic phonics and writing)
  - the demands of each subject curriculum, including for staff who are non-specialists and teach outside their subject specialism
  - the necessary adaptations for disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being
- leaders ensure that professional learning opportunities draw on the best available evidence, including high-quality research and expert provision from beyond and within the school, including nationally recognised career and professional frameworks and programmes, to build capacity and support succession planning

- leaders ensure that any early career teachers (ECTs) and any trainee teachers on placement receive the support they need to develop their teaching expertise
- leaders ensure that staff continually seek to improve their expertise, drawing on the best available evidence, including high-quality research, and the effective practice of others

Parental, professional and community engagement

In gathering evidence about parental engagement, inspectors consider the extent to which:

- leaders, including governors, forge constructive relationships beyond the school, so that they can successfully engage and work in partnership with parents and the local community
- leaders commit the school to engaging and working successfully with other schools and organisations in a culture of mutual challenge, reflection and support
- leaders establish and maintain working relationships with fellow professionals and colleagues across other public services to improve educational outcomes for all pupils and to meet their statutory duties

Grading leadership and governance

Needs attention	Expected standard	Strong standard
Leadership and governance are likely to be graded 'needs attention' when the 'expected' standard has not been met. **This may include when one or more of the following applies:** ■ Leaders have a broad awareness of the school's strengths and areas for development, but their actions lack precision and/or do not identify the underlying causes of any weakness and/or have unintended consequences for pupils or particular groups of pupils. ■ Leaders' actions to bring about improvement are largely focused on the right areas, but do not lead to improvement quickly enough. ■ Governors/trustees understand their broad roles and responsibilities but do not typically support and/or challenge leaders well. Their approaches to assuring themselves of the impact of leaders' work do not give them a precise picture of it. ■ Leaders are conscious of the implications any changes to practice may have on staff's workload, but they do not do enough to manage that	**Leadership and governance meet the 'expected standard' when all the following apply:** Leaders understand the school's context, strengths and areas for development. They have a clear rationale for their improvement priorities and largely take appropriate action to drive improvement across all key stages and areas of the school's work. If an aspect of the school's provision falls short of the expected standard, this is dealt with quickly and effectively. Governors/trustees ensure that the vision, ethos and strategic direction of the school are clearly defined, take account of context, and make sure that resources, including digital technologies, are used effectively. They typically support and challenge leaders appropriately, giving due regard to leaders' and staff well-being and workload. Leaders are role models of high expectations and professionalism. Staff have high expectations of what pupils can achieve. Leaders ensure that staff and governors feel valued and involved in the strategic direction of the school. Leaders provide meaningful opportunities for them to share perspectives	**Leadership and governance meet the 'strong standard' when the 'expected standard' has been met and all the following apply:** Leaders ensure that staff and governors feel valued and involved in the strategic direction of the school. Leaders provide meaningful opportunities for them to share perspectives and insights and collaborate throughout any change process. Leaders use their detailed and insightful analysis of school performance to evaluate the effectiveness of their provision. They accurately identify, monitor and act on priorities for improvement, leading to consistently strong standards across all areas of the school's work or rapid improvement in any areas where this is not the case. Leaders at all levels make a consistently positive contribution to the school's priorities and develop staff expertise as the key driver of improvement. They allocate enough time for staff to work together to achieve this. Staff understand their role in improving and sustaining standards and make a consistently positive contribution to this.

Needs attention	Expected standard	Strong standard
workload or to avoid unnecessary burdens. ■ Leaders have a broad programme of professional learning and expertise, but it is overly generic or insufficiently targeted to build expertise (in terms of knowledge, skill and judgement). This limits its impact on the quality of the provision pupils receive. It provides few opportunities for purposeful collaboration or for staff to receive effective feedback on their practice. ■ Leaders have engaged with parents and the local community but this has been limited and/or not targeted appropriately.	and insights and collaborate throughout any change process. The professional learning and expertise programme is evidence-informed, of high quality and designed to build expertise. It draws on evidence and includes planned opportunities to apply and embed practice to build an effective team of teachers and staff, including ECTs and trainees, where relevant. Leaders protect time for professional learning. Leaders support staff's well-being and ensure that their workload is manageable. Leaders have systems to protect staff from bullying, unlawful discrimination, harassment and victimisation. Leaders and governors develop constructive relationships with all parents and with the wider community, to build trust. They draw on these relationships to support pupils to achieve and feel that they belong. Leaders work with other schools, organisations and professionals in a culture of mutual support and challenge. Leaders act in the best interest of pupils, including disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being.	Governors/trustees use their knowledge and expertise to provide consistent support and robust challenge to leaders across all aspects of the school's work. Leaders have achieved a culture of high expectations and professionalism, which ensures a positive experience for all pupils. Leaders have developed a highly effective culture of professional learning and expertise in which staff take responsibility for their own learning and are keen to continually improve their expertise. Leaders ensure that there is a professional learning and expertise curriculum that is informed by the best available evidence, including research, and is precisely matched to priorities for whole-school improvement, subjects/teams/phases and individual needs.

Urgent improvement

Leadership and governance are likely to be graded 'urgent improvement' if one or more of the following applies:

- Leaders do not identify and/or prioritise the right issues or take suitable or timely action to deal with them.
- Leaders do not have a track record of improvement or, since being appointed, have not taken action that they could reasonably be expected to take to secure improvements.
- The school's capacity to improve is poor, or leaders depend too much on external support to bring about and/or maintain improvement (support from within the school's trust is not considered external support).
- Governors/trustees do not carry out their statutory core functions. Breaches of legal responsibilities are serious because of the extent of their actual or potential negative impact on pupils.
- The responsible body is unclear about its statutory duties in relation to leaders' well-being and/or does not support leaders appropriately.
- Staff workload is unsustainable.
- Leaders' decisions are not taken in the best interests of pupils.
- Bullying, unlawful discrimination, harassment and victimisation of staff go unnoticed or unchallenged.

Exceptional

Inspectors may consider leadership and governance to be 'exceptional' when the 'strong standard' has been met and all the following apply:

- Exceptionally high standards of leadership and governance have been sustained. Governors, other leaders at all levels, and all staff make a strong, positive contribution to the school's strategic priorities. This leads to continued improvement and/or sustained high standards in all areas of the school's work.
- Leaders' actions have a transformational impact on the outcomes and experiences of disadvantaged pupils, those with SEND, those who are known (or previously known) to children's social care, and those who may face other barriers to their learning and/or well-being. These pupils achieve and thrive.
- There are no significant areas for improvement that leaders have not already prioritised.

If this grade is awarded, leaders should use their exceptional success in this evaluation area to:

- support improvement across all aspects of their own school and/or group
- share their learning and best practice externally to support system-wide improvement, for example with other schools, professionals, their community and stakeholders, including local and/or national networks

UK Government

Working Together to Safeguard Children 2026

A guide to multi-agency working to help, protect and promote the welfare of children

March 2026

Table of Contents

Introduction

Nothing is more important than children's welfare. Every child deserves to grow up in a safe, stable, and loving home. Children who need help and protection deserve high quality and effective support. This requires individuals, agencies, and organisations to be clear about their own and each other's roles and responsibilities, and how they work together.

In this guidance, a child is defined as anyone who has not yet reached their 18th birthday. 'Children' therefore means 'babies, children and young people' throughout. Some parts of this guidance also apply to unborn children recognising their vulnerabilities and the need for early, pre-birth assessment and planning, while remaining consistent with the legal position that rights begin at birth. The term practitioner is used in the guidance to refer to individuals who work with children and their families in any capacity, including a range of professionals, such as qualified social workers, those who work in children's residential care and those who work for statutory safeguarding partners and in early education and childcare settings, schools, colleges and other education providers. Where the term 'social work qualified supervisor or team manager' is used, this refers specifically to those qualified in social work, reflecting the need for social work input, expertise and oversight to help, support and protect children and their families. This guidance applies to all children, living in any circumstances, including at home with their birth parents or other family members, in kinship arrangements including special guardianship, children who are adopted and looked after children who may live with foster carers or in residential settings.

Whilst it is parents and carers who have primary care for their children, local authorities, working with partner organisations and agencies, have specific duties to safeguard and promote the welfare of all children in their area. The Children Act 1989[1] sets out specific duties to provide services to children in their area if they are in need and to undertake enquiries if they believe a child has suffered or is likely to suffer significant harm. The Director of Children's Services and Lead Member for Children's Services in local authorities are the key points of professional and political accountability, with responsibility for the effective delivery of these functions. The Children Act 2004[2] placed a duty on the local authority to promote co-operation with partners and other agencies in order to improve the wellbeing of children in their area. It also placed duties on a range of organisations and individuals to ensure they too give sufficient regard to children in need of help and safeguarding.

Amendments made by the Children and Social Work Act 2017 to the Children Act 2004 strengthened this already important relationship by placing new duties on the police, integrated care boards (ICBs)[3] and the local authority, as statutory safeguarding partners.

---

1 Children Act 1989

2 Children Act 2004

3 Statutory guidance for integrated care boards on executive lead roles

Safeguarding partners are under a duty to make arrangements to work together, and with other partners locally including early education and childcare settings, schools, colleges and other education providers, to safeguard and promote the welfare of all children in their area.

Safeguarding and promoting the welfare of children is defined for the purposes of this guidance as:

- providing help and support to meet the needs of children as soon as problems emerge
- protecting children from maltreatment, whether that is within or outside the home, including online
- preventing impairment of children's mental and physical health or development
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care
- promoting the upbringing of children with their birth parents, or otherwise their family network[4] through a kinship care arrangement, whenever possible and where this is in the best interests of the children
- taking action to enable all children to have the best outcomes in line with the outcomes set out in the Children's Social Care National Framework[5,6]
    - Outcome 1: Children, young people and families stay together and get the help they need
    - Outcome 2: Children and young people are safe in and outside their homes
    - Outcome 3: Children and young people are supported by their family network
    - Outcome 4: Children in care and care leavers have stable, loving homes

Child protection is part of safeguarding and promoting the welfare of children and is defined for the purpose of this guidance as activity that is undertaken to protect specific children who are suspected to be suffering, or likely to suffer, significant harm. This includes harm that occurs inside or outside the home, including in foster care and residential care, as well as online. Effective safeguarding is anti-discriminatory and anti-racist. Practitioners should understand and be sensitive to factors, including economic and social circumstances, ethnicity and disability, which can impact children and families' lives.

[4] A family network can be a blood-relative, or a non-related connected person, such as a family friend or neighbour.

[5] Children's Social Care National Framework

[6] These children's social care specific outcomes support and align with the Keeping Children Safe priority outcome in the Local Outcomes Framework that sets out key priority outcomes that are delivered at the local level and driven by councils as local leaders of place.

About this guidance

1. This guidance covers:

- the legislative requirements that apply to individuals, organisations and agencies
- a framework for the three local safeguarding partners (the local authority, an ICB for an area, any part of which falls within the local authority area, and the Chief Constable for police for a police area, any part of which falls within the local authority area) to make arrangements to work together to safeguard and promote the welfare of local children, including identifying and responding to their needs
- the framework for the two child death review partners (the local authority and any ICB for an area, any part of which falls within the local authority area) to make arrangements to review all deaths of children normally resident in the local area, and if they consider it appropriate, for those not normally resident in the area

2. This document replaces Working together to safeguard children (2023). Links to relevant supplementary guidance that practitioners should consider alongside this guidance can be found at Appendix B.

What is the status of this guidance?

3. This guidance applies to all organisations and agencies in England who have functions relating to children. Specifically, this guidance applies to all local authorities, ICBs, police and all other organisations and agencies as set out in chapter 4.

4. It applies, in its entirety, to all early education and childcare settings, schools, colleges and other education providers.

5. It applies to all children up to the age of 18 years whether living with their families, in state care, or living independently. Some parts of this guidance also apply to unborn children, recognising their vulnerabilities and the need for early, pre-birth assessment and planning, while remaining consistent with the legal position that rights begin at birth.

6. This document should be complied with unless exceptional circumstances arise.

7. The guidance is issued under:

- section 7 of the Local Authority Social Services Act 1970, which requires local authorities in their social services functions to act under the general guidance of the Secretary of State
- section 10(8) of the Children Act 2004, which requires each person or organisation to which the section 10 duty applies to have regard to any guidance given to them by the Secretary of State
- section 11(4) of the Children Act 2004 which requires each person or organisation

to which the section 11 duty applies to have regard to any guidance given to them by the Secretary of State

- section 16B(7) of the Children Act 2004, as amended by the Children and Social Work Act 2017, which states that the Child Safeguarding Practice Review Panel must have regard to any guidance given by the Secretary of State in connection with its functions
- section 16C(2) of the Children Act 2004, as amended by the Children and Social Work Act 2017, which states that local authorities must have regard to any guidance given by the Secretary of State in connection with their functions relating to notifications
- section 16K of the Children Act 2004, as amended by the Children and Social Work Act 2017, which states that safeguarding partners and relevant agencies for a local authority area in England must have regard to any guidance given by the Secretary of State in connection with their functions under sections 16E to 16J of the Act
- section 16Q of the Children Act 2004, as amended by the Children and Social Work Act 2017, which states that the child death review partners for a local authority area in outcome o must have regard to any guidance given by the Secretary of State in connection with their functions under sections 16M to 16P of the Act
- section 175(4) of the Education Act 2002, which states that governing bodies of maintained schools (including maintained nursery schools), further education institutions and management committees of pupil referral units must have regard to any guidance given by the Secretary of State
- paragraph 7(b) of the Schedule to the Education (Independent School Standards) Regulations 2014, made under sections 94(1) and (2) of the Education and Skills Act 2008, which states that the arrangements to safeguard or promote the welfare of pupils made by the proprietors of independent schools (including academies or free schools) or alternative provision academies must have regard to any guidance given by the Secretary of State
- paragraph 3 of the Schedule to the Non-Maintained Special Schools (England) Regulations 2015, made under section 342 of the Education Act 1996, which requires arrangements for safeguarding and promoting the health, safety, and welfare of pupils in non-maintained special schools to have regard to any guidance published on such issues
- Section 20 of the Victims and Prisoners Act 2024 which introduced a new provision into Part 3 of the Domestic Abuse Act 2021, section 49A, titled 'Arrangements to notify schools', placing a statutory duty on all 43 territorial police forces across England and Wales to implement the Operation Encompass information-sharing scheme

- Article 17 of the UK GDPR[7] which sets out when individuals can request the erasure of their personal data. The Victims and Prisoners Act 2024 introduced a new ground under Article 17(1)(g) allowing victims of stalking and harassment to request erasure of their personal data when that data has been processed as a result of an unfounded allegation made by a malicious person

Who is this guidance for?

8. This statutory guidance sets out key roles for individuals, organisations and agencies to deliver effective arrangements for help, support, safeguarding, and protection. It should be read and followed by leaders, managers and frontline practitioners of all organisations and agencies as set out in chapter 4.

9. It is essential that these arrangements are strongly led and promoted at a local level, specifically by elected local area leaders, including Lead Members of Children's Services, Mayors, Police and Crime Commissioners and through the commitment of chief officers in all organisations and agencies, particularly those representing the three safeguarding partners. These are local authority Chief Executives, Chief Constables of police and Chief Executives of ICBs. Other senior leaders within organisations and agencies that commission and provide services for children and families, and early education and childcare settings schools, colleges and other education providers also have a key role to play in providing help, support, and safeguarding children in their local area. Members of the Child Safeguarding Practice Review Panel should also read and follow this guidance.

[7] Article 17(1)(g) of the UK GDPR will come into force on 31 March 2026.

Chapter 1: A shared responsibility

10. Successful outcomes for children depend on strong partnership working between parents/carers and the practitioners working with them. Practitioners should take a child-centred approach to meeting the needs of the whole family.

11. As set out in the Children's Social Care National Framework, the following principles apply here too:

- children's welfare is paramount
- children's wishes and feelings are sought, heard, and responded to
- children's social care works in partnership with whole families
- children are raised by their families, with their family networks or in family environments wherever possible
- local authorities work with other agencies to effectively identify and meet the needs of children, young people, and families
- local authorities consider the economic and social circumstances impacting children, young people, and families and actively seek to address discrimination and inequality experienced by families

A child-centred approach within a whole family focus

12. A child-centred approach is fundamental to safeguarding and promoting the welfare of every child. All practitioners should follow the principles of the Children Act 1989 and 2004. These Acts make clear that the welfare of children is paramount and that they are best looked after within their families, with their parents playing a full part in their lives, unless compulsory intervention in family life is necessary.

13. Children are clear about what they want from an effective safeguarding system:

Children have said that they need:

- **vigilance:** to have adults notice when things are troubling them
- **understanding and action**: to understand what is happening; to be heard and understood; and to have that understanding acted upon
- **stability:** to be able to develop an ongoing stable relationship of trust with those helping them
- **respect**: to be treated with the expectation that they are competent rather than not
- **information and engagement:** to be informed about, and involved in procedures, decisions, concerns and plans
- **explanation:** to be informed of the outcome of assessments, and decisions and reasons when their views have not met with a positive response
- **support:** to be provided with support in their own right as well as a member of their family
- **advocacy:** to be provided with advocacy to assist them in putting forward their views
- **protection:** to be protected against all forms of abuse, exploitation, and discrimination, and the right to special protection and help if a refugee

14. Anyone working with children should see and speak to the child, listen to what they say, observe their behaviour, take their views seriously, and work with them and their families and the people who know them well when deciding how to support their needs. Practitioners should also be aware that children may find it difficult to always speak about what they need, what is happening to them, or what has happened to them. Legal duties under the Equality Act 2010[8] must be complied with, including putting special provision in place to support dialogue with children who may not be able to convey their wishes and feelings as they may want to. This might include, for example, those who have communication difficulties, unaccompanied children, refugees, those children who are victims of modern slavery and/or human trafficking and those who do not speak English or for whom English is not their first language.

15. Practitioners must maintain a child-centred approach for babies, recognising their specific vulnerabilities and ensuring that their needs and experiences are actively considered and represented. This includes, but is not limited to, interpreting non-verbal and pre-verbal cues, observing interactions, and remaining professionally curious, particularly when relying on parent or carer accounts. The needs of unborn children

[8] Equality Act 2010

28. Multi-agency expectations for **direct practice** are as follows:

- **Collaborate**: practitioners working with the same child and family share information to get a complete picture of what life is like for the child. Collectively, they ensure the child's voice is at the centre and the right support is provided. They work in partnership with parents and carers, who are often experts on the children they care for and involve them in decisions wherever possible
- **Learn**: practitioners learn together by drawing on the best available evidence from their individual fields and sharing their diverse perspectives during regular shared reflection on a child's development, experiences, and outcomes
- **Resource**: practitioners build strong relationships across agencies and disciplines to ensure they support and protect the children with whom they work
- **Include**: practitioners recognise the differences between, and are confident to respond to, circumstances where children experience adversity due to economic and social circumstances and acute family stress, and situations where children face harm due to parental abuse and neglect
- **Mutual challenge**: practitioners challenge themselves and each other, question each other's assumptions, and seek to resolve differences of opinion in a restorative and respectful way. This includes providing feedback, advice, and strategies to challenge racism and discrimination, and modelling constructive and effective strategies to respond

Information sharing

29. No single practitioner can have a full picture of a child's needs and circumstances so effective sharing of information between practitioners, local organisations and agencies is essential for early identification of need, assessment, and service provision to keep children safe. Rapid reviews and child safeguarding practice reviews have highlighted that missed opportunities to record, understand the significance of, and share information in a timely manner can have severe consequences for children[13].

30. Practitioners should be proactive in sharing information as early as possible to help identify, assess, and respond to risks or concerns about the safety and welfare of children. This may be when problems are first emerging (for example, persistent school absences, going missing, or receiving unexplained gifts or new possessions) or where a child is already known to local authority children's social care or the police. Sharing information about any adults with whom that child has contact, which may impact the child's safety or welfare, is also critical. Operation Encompass[14] places a duty on police forces in England and Wales to notify educational settings, and, where relevant, local authorities, if they have reasonable grounds to believe a child may be a victim of

---

[13] Child Safeguarding Practice Review Panel 2021: annual report
[14] Information sharing duty: Operation Encompass - GOV.UK

domestic abuse.

31. Information sharing is also essential for the identification of patterns of behaviour, such as when a child is at risk of going missing or has gone missing, (including being missing from education, or when a looked after child goes missing from residential or foster care) or when there is a concern that a child may be a victim of or be drawn into crime. When multiple children appear associated to the same context or locations of risk, or in relation to children in the secure estate where there may be multiple local authorities involved in a child's care, it will be for local safeguarding partners to consider how they build relationships and share relevant information in a timely and proportionate way with each other, other local organisations, and other safeguarding partnerships.

32. The Data Protection Act 2018[15] and UK General Data Protection Regulation (UK GDPR) supports the sharing of relevant information for the purposes of keeping children safe. Fears about sharing information must not be allowed to stand in the way of safeguarding and promoting the welfare of children. To ensure effective safeguarding arrangements:

- all organisations and agencies should have arrangements in place that set out clearly the processes and the principles for sharing information. The arrangements should cover how information will be shared with their own organisation/agency and with others who may be involved in a child's life
- practitioners should not assume that someone else will pass on information that they think may be critical to keep a child safe. If a practitioner has concerns about a child's welfare or safety, then they should share the information with local authority children's social care and/or the police. All practitioners should be particularly alert to the importance of sharing information when a child moves from one local authority into another, due to the risk that knowledge pertinent to keeping a child safe could be lost
- UK GDPR provides a number of bases for sharing personal information. It is not necessary to seek consent to share information for the purposes of safeguarding and promoting the welfare of a child provided that there is a lawful basis to process any personal information required. The legal bases that may be appropriate for sharing data in these circumstances could be "legal obligation" or "public task", which includes the performance of a task in the public interest or the exercise of official authority. Each of the lawful bases under UK GDPR has different requirements[16]. In some circumstances, it may be appropriate to obtain consent to share data, but it is important to note that UK GDPR sets a high standard for consent which is specific, time limited and can be withdrawn (in which case the information would have to be deleted)

[15] Data Protection Act 2018
[16] Lawful basis for processing: Information Commissioner's Office

Section 1: Universal services and community-based early help

126. Universal services and community-based early help is support for children of all ages that improves a family's resilience and outcomes or reduces the chance of a problem getting worse. It is not an individual service, but a system of support delivered by local authorities and their partners working together and taking collective responsibility to provide the right provision in their area. This level of early help is provided through "universal services"[50] - such as education, health – and other community-based services. It is distinct from targeted early help delivered through Family Help teams, which are more formal arrangements coordinated by local authorities, where a plan is in place and a lead practitioner appointed.

127. Specific universal and community-based early help services can include support delivered through Best Start Family Hubs, youth services, youth offending teams, after school clubs and housing provision. Best Start Family Hubs bring together practitioners from multi-agency partners, with a strong emphasis on health and education - particularly during the early years - creating a clear local parent pathway from pregnancy through to the age of 19 (or 25 for young people with SEND), connecting families to services across the full spectrum of need. Hubs work closely with other local children's services to safeguard children and help families facing complex problems, in particular those who are supported in Family Help, such as families where domestic abuse is a factor. For families who no longer require the support of targeted and specialist services, Hubs offer an ongoing, local support network.

The role of early education and childcare settings, schools, colleges and other education providers

128. All children aged 5 to 16 are legally entitled to a full-time education, suitable to any special educational need. Education is essential for children's progress, wellbeing and wider development and being in school is a protective factor against wider harms, including exploitation. Where children are not receiving education, either because they are persistently missing school, or are not registered at a school and not receiving a suitable education otherwise, this could be a possible indicator of neglect, abuse or exploitation or could in itself constitute neglect in severe and sustained cases.

129. Young people aged 16 and 17, including those with special and educational needs and disabilities, are required to participate in education or training until they reach their 18th birthday. They are entitled to an offer of a suitable place in education or training under the September guarantee[51]. Local authorities are therefore expected to identify and pay particular attention to young people who are not in education, employment or training or whose current activity is not known.

---

[50] Universal services are available to all children and families. They are provided by a range of agencies such as health and education. GPs, health visitors and school nurses are some examples of this type of service provision.
[51] September guarantee: education and training for young people

130. Local authorities also have a statutory duty to secure sufficient suitable education and training provision for all young people aged 16 to 19 and for those up to age 25 with a learning difficulty assessment or, EHC plan, in their area[52]. They should make available to young people aged 13 to 19 and to those up to the age of 25 with a learning difficulty assessment or EHC plan, support that will encourage, enable or assist them to participate in education or training[53].

131. As early education and childcare settings, schools, colleges and other education providers have daily contact with most children and families, they are uniquely placed to identify concerns and, with partners as appropriate, address them early. Safeguarding professionals, including safeguarding partners and their delegates, should work closely with education and childcare settings to ensure information about children is shared effectively, risks of harm are correctly identified and understood, and children and families receive the services they need. This includes, but is not limited to, information, such as increased absence or mental health problems, which may be indicators that a child has suffered or is at risk of suffering neglect, abuse, and exploitation.

132. Those that work in these settings need to be aware of how children's experiences can impact on their mental health, behaviour, attendance and progress at nursery, school, or college. Where children have suffered abuse, neglect and exploitation, or other potentially traumatic adverse childhood experiences, this can have a lasting impact throughout childhood, adolescence and into adulthood[54]. This should include understanding the impact of domestic abuse on children as victims in their own right.

133. It is important that relevant information where children are home educated is shared between local authorities, schools, colleges, and other relevant partners. This includes police forces making Operation Encompass notifications, as they would for other educational settings, to the local authority in which the child who is being home educated lives. Parents have a right to educate their children at home providing the education is suitable[55]*.* Most parents who take up the weighty responsibility of home education work hard to provide their child with a suitable education. However, the local authority has a duty to intervene where a home educated child is not being suitably educated, or is not safe, and in such cases the local authority must act to remedy the situation. When a child of school age is not a registered pupil at a school and is not receiving suitable education at home, this could be an indicator of neglect, abuse, or exploitation. Schools must notify the

---

[52] Education Act 1996 Sections 15ZA and 18A as inserted by the Apprenticeships, Skills, Children and Learning Act 2009, and amended by the Children and Families Act 2014

[53] Education and Skills Act (ESA) 2008 Section 68

[54] An example of where schools and local police forces work together successfully to better support and safeguard children after experiencing domestic abuse, is through the Operation Encompass notification scheme. Operation Encompass works by directly connecting the police with schools. When officers have attended a domestic abuse incident, police share the information with a school's trained Designated Safeguarding Lead (DSL) before the start of the next school day, so that school staff can provide appropriate emotional and practical support at the earliest opportunity to children affected by domestic abuse

[55] The Education Act 1996, Section 7, sets out the duty on parents to ensure that the child receives an efficient full time education suitable to their age, ability and aptitude and any special educational needs, either by attendance at school or otherwise. Further detail on what constitutes a suitable home education can be found in DfE's Elective Home Education guidance (2019) https://www.legislation.gov.uk/ukpga/1996/56/section/436A defines "suitable education" as efficient full-time education suitable to age, ability and aptitude and to any special educational needs

local authority of a child's removal from the school roll[56] at a non-standard transition point, and they should also share information on a child's circumstances, especially if already known to children's social care or if they have an EHC plan[57].

Section 2: Family Help – targeted early help, safeguarding, and promoting the welfare of children

134. Targeted early help services delivered through Family Help, are coordinated by a local authority and/or their partners to address specific concerns within a family. Examples of these include parenting support, mental health support, domestic abuse services, youth services, youth offending teams and housing and employment services. Targeted early help should be provided for children and families who have multiple and/or complex needs, or whose circumstances might make them more vulnerable. This could include where a child is living with wider family members under a kinship arrangement. Targeted early help might also be appropriate to support a pregnant person to provide safe and effective care for their unborn child.

135. Family Help is a voluntary approach, requiring the family's consent to receive support and services.

136. The Families First Partnership programme guide[58] provides a toolkit to assist safeguarding partners to set up effective Family Help services. Effective provision relies upon local organisations and agencies working together to:

- identify children and families who would benefit from Family Help, with clear referral routes between universal and community-based early help and targeted support. This may include pre-birth support where risk factors are known
- undertake a Family Help assessment which considers the needs of all members of the family
- ensure good ongoing communication, for example, through regular meetings between multi-disciplinary practitioners who are working with the family
- co-ordinate and/or provide support as part of a Family Help plan to improve outcomes. This Family Help plan will be designed together with the child and family and updated as the child and family needs change, including if other support or intervention under section 17 or section 47 of the Children Act 1989 is needed

[56] Regulation 13 - The School Attendance (Pupil Registration) (England) Regulations 2024
[57] Education, health and care (EHC) plans identify educational, health and social needs and set out the additional support to meet those needs. Further guidance on EHC plans can be found at https://www.GOV.UK/children-with-special-educational-needs
[58] The Families First Partnership (FFP) Programme Guide

- engage effectively with families and their family network, making use of family group decision-making, such as family group conferences[59], to help meet the needs of the child[60]

- manage transitions between non-statutory and statutory (delivered under section 17 of the Children Act 1989) Family Help, maintaining consistent practitioner relationships, and building on the Family Help plan

137. Lead Practitioners should co-ordinate support and services, ensure the assessment and the Family Help plan responds to identified needs, and support the family to co-produce the plan. Practitioners should consider whether to include the family network. Where appropriate, local authorities should engage families, including children, to have a say in who their lead practitioner is, and have a process in place to collate feedback on their relationship.

138. The lead practitioner role can be held by a range of people, including social workers and other local authority employed staff (including those who work in a Best Start Family Hub), as well as those based in partner organisations. Decisions about who holds the role of lead practitioner should consider capacity and capability. Practitioners who begin working with families at the targeted early help stage can continue to lead work with families if the child is later assessed to be a child in need as defined by Section 17 of the Children Act 1989. The Families First Partnership programme guide provides operational details on lead practitioner roles and responsibilities, and expectations for coordinating a multi-disciplinary team around the family.

Identifying children and families who would benefit from help

139. Local organisations and agencies should have in place effective ways to identify emerging problems and potential unmet needs of individual children and families. Local authorities should work with organisations and agencies to develop joined up community-based early help, which can be delivered through a Best Start Family Hub, and Family Help services, based on a clear understanding of local needs. Local authorities should use the Joint Strategic Needs Assessment (JSNA)[61] to inform the offer.

140. Multi-agency and multi-disciplinary training will be important in supporting this collective understanding of the demographics and needs of the local community, the local practice framework, and the services available to support children of all ages. All

---

[59] Family group decision-making is an umbrella term for voluntary, family-led decision-making forums in which a child's family network has all the resources, adequate preparation, relevant information and a safe and appropriate environment to make a plan in response to concerns about a child's safety and wellbeing, working alongside skilled professionals.
These can take different forms; family group conferences are one model of family group decision-making, which have been shown to be highly effective in supporting families, improving decision-making processes and diverting children from care. The Department for Education does not prescribe a specific model. There is further information in the glossary.
[60] The statutory guidance on court orders and pre-proceedings for local authorities (2014) highlights that family group decision making, such as family group conferences, is an important means of involving the family early to avoid the creation of barriers between the local authority and the family.
[61] Joint strategic needs assessment and joint health and wellbeing strategies explained

practitioners working with children and families, including those in universal services and those providing services to adults with children, need to understand their role in identifying emerging problems. They need appropriate training so that they:

- know when to share information with other practitioners and what action to take to support early identification and assessment
- are aware of and able to identify where a pregnant person might need help or support to provide safe and suitable care for their unborn child
- are able to identify and recognise all forms of abuse, neglect, and exploitation
- have an understanding of domestic and sexual abuse[62], including controlling and coercive behaviour, teenage relationship abuse, 'honour', faith- or belief-based abuse, as well as parental conflict that is frequent, intense and unresolved
- understand the complexity of kinship families and are aware that they may need to support both parents and kinship carers at the same time
- have an understanding of threats, including online harm, grooming, sexual exploitation, criminal exploitation, radicalisation, and the overlap that can occur between online harm and harm experienced in person
- are aware of new and emerging technologies (such as artificial intelligence) and the role that online platforms, including gaming and social media platforms, can play in grooming children and facilitating and/or causing harm
- are aware that a child and their family may be experiencing multiple needs at the same time
- recognise how trauma, racism, discrimination, and past experiences with services affect relationships and adapt practice accordingly, respecting the importance of different cultural models of parenting and family life.

141. Practitioners should be alert to the potential need for Family Help for a child who:

- is unborn
- is disabled
- has special educational needs (whether or not they have a statutory education, health and care (EHC) plan)
- is a young carer
- is bereaved
- is showing signs of being drawn into anti-social or criminal behaviour, including being affected by gangs and county lines and organised crime groups and/or serious violence, including knife crime

---

[62] See Appendix A: Glossary for the statutory definition of domestic abuse set out in the Domestic Abuse Act 2021

- is frequently missing/goes missing from care or from home[63]
- is at risk of modern slavery[64], human trafficking, sexual and/or criminal exploitation
- is at risk of being radicalised[65]
- is viewing problematic and/or inappropriate online content (for example, linked to violence), or developing inappropriate relationships online
- is in a family circumstance presenting challenges for the child, such as drug and alcohol misuse, adult mental health issues and domestic abuse[66]
- is misusing drugs or alcohol themselves
- is suffering from mental ill health
- has returned home to their family from care
- is a privately fostered child[67]
- has a parent or carer in custody[68]
- is missing education[69], or persistently absent from school, or not in receipt of full-time education
- has experienced multiple suspensions and is at risk of, or has been permanently excluded

142. Practitioners should also consider the needs of parents who no longer have children in their care. Offering support to parents who have had a child removed can help prevent future removals and support effective and stable reunification.

143. Practitioners should also consider the impact of domestic abuse on a child. Section 20 of the Victims and Prisoners Act 2024 introduced a new provision into Part 3 of the Domestic Abuse Act 2021 under Section 49A. The information sharing scheme known as 'Operation Encompass'[70] placed a statutory duty on police forces across England and Wales to notify a child's educational setting, and, where relevant, local authorities, if they have reasonable grounds to believe a child may be a victim of domestic abuse. This

---

63 Children who run away or go missing from home or care (2014)

64 Modern Slavery: statutory guidance for England and Wales (under s49 of the Modern Slavery Act 2015) and non-statutory guidance for Scotland and Northern Ireland (accessible version) - GOV.UK

65 Further information on requirements for those working with children who have concerns about radicalisation is set out in the statutory Prevent Duty guidance and via Managing risk of radicalisation in your education setting

66 The Domestic Abuse Act 2021 Section 3 recognises children as victims of domestic abuse in their own right when they see, hear or experience domestic abuse perpetrated by a parent, those with parental responsibility, or a relative.

67 Private fostering occurs when a child under the age of 16 (or under 18, if disabled) is provided with care and accommodation by a person who is not a parent, person with parental responsibility for them or a relative in their own home. A child is not privately fostered if the person caring for and accommodating them has done so for less than 28 days and does not intend to do so for longer. This term is also used in Championing Kinship Care: The National Kinship Care Strategy, capturing private fostering arrangements as a type of kinship care. It holds the same meaning, but applies only to individuals, excluding organisations or bodies.

68 Farmer review for women (2019) found that children impacted by maternal imprisonment are more likely to leave their family home and be separated from their primary carer, resulting in significant disruption to their lives.

69 Children missing education: statutory guidance for local authorities

70 Statutory guidance: Duty on police forces in England and Wales to notify education establishments of domestic abuse incidents: Operation Encompass (accessible) - GOV.UK

includes all children connected to a household where police have attended a domestic abuse incident; children who are physically present at the incident, children not physically present during the incident and situations where a child might reside in another household temporarily or permanently. The duty supports educational settings to provide timely, informed support to children affected by domestic abuse and to ensure the school has up to date information about the child's circumstances. Further guidance for police forces can be found in 'Duty on police forces in England and Wales to notify education establishments of domestic abuse incidents: Operation Encompass'.

Effective assessment of the need for Family Help

144. Where a child and family would benefit from targeted support because of multiple and/or complex needs, there should be a multi-disciplinary Family Help assessment. Families should not need to repeat their story if their circumstances change. Safeguarding partners should have a single Family Help assessment, which can be adapted depending on the child's needs. This assessment should:

- be undertaken with the agreement of the child and their parents or carers, involving the child and family as well as the practitioners who are working with them
- include pre-birth assessment where needed
- take account of the child's wishes and feelings wherever possible which could include providing advocacy support where this is needed to enable a child to share their views, for example, if the child has communication difficulties due to a disability
- take account of the child's age, family circumstances and extra-familial contexts[71] and whether these factors are contributing to or preventing good outcomes
- take account of the needs of all members of the family as individuals and consider how their needs impact on one another which includes considering needs relating to education, early years development, mental health and physical health, substance misuse, financial stability, housing, family relationships, domestic abuse and crime Practitioners should be aware of situations where there has been a breakdown in relationship between the child and their family and engaging the whole family may not be appropriate
- cover both presenting needs and any underlying issues with the understanding that a family's needs can change overtime, for example, when a child moves up to secondary school
- be based on facts, and explore and build on strengths
- be clear about the action to be taken and services to be provided
- identify what help the child and family require to prevent needs escalating

[71] See Appendix A: glossary

- provide the basis for any future assessments if they are needed, for example, under sections 17 and 47 of the Children Act 1989

145. Practitioners should have consideration for specific needs, including, but not exclusive to, family members who may have learning difficulties/disabilities, are imprisoned or those whose first language is not English, parents, carers and children who may be at risk from hidden harms such as coercive and controlling behaviour, child sexual abuse and 'honour' or faith- or belief-based abuse, are care experienced, young parents[72], birth parents who have had children removed from their care, fathers or male carers, and parents who identify as LGBTQIA. This should also include where children may not view themselves as victims of abuse, such as teenage relationship abuse and child sexual exploitation.

146. If a family does not consent to a Family Help assessment, practitioners should seek to understand why this is the case, so that they can provide reassurance to the family about their concerns. They should ensure the family has understood the consensual nature of support, and range of services available to meet their needs. The practitioner should consider how the needs of the child could otherwise be met, for example, through provision by universal services that the family already engages with. Practitioners should still inform individuals that their data will be recorded and shared, and the purpose of this explained to them. If a family has chosen not to engage with support in the past, this should not act as a barrier to them accessing support in the future. If there are concerns that the child has suffered significant harm or is likely to do so, a referral should be made immediately to local authority children's social care. The lead practitioner for section 47 enquiries should be a social worker.

Provision of effective services to help families

147. Local areas should have a comprehensive range of effective services. They should reflect any local assessment of need, including the JSNA and the latest evidence of the effectiveness of Family Support programmes[73]. Good practice should also ensure effective join-up between targeted family support and universal services to ensure families can seamlessly transition from universal or other community-based services to more specialist support should a specific need be identified. There should be an explicit link to the local area's offer of short breaks for disabled children, as well as suitably adjusted services to support parents. Evidence should be collated to show their impact, including on those with a particular protected characteristic.

148. Family Help services typically include family and parenting programmes, assistance with school attendance, assistance with health issues including mental health, enabling financial stability, supporting secure housing, responses to emerging concerns in

[72] Our young parents project - The Lullaby Trust describes a young parent as someone under the age of 25
[73] What Works Centre for Children & Families) (Foundations). See Home | EIF Guidebook and Interventions with established evidence of preventing, stopping or reducing the impact of child abuse and neglect and related risks

extra-familial contexts including grooming and exploitation, responding to a parent, sibling or other family member in custody, and help for emerging problems relating to domestic abuse including economic abuse, coercive and controlling behaviour, 'honour' and faith- or belief-based abuse, teenage relationship abuse, or drug or alcohol misuse. Local approaches to delivering these services will vary but could include using a Best Start Family Hub model.

149. Family Help services may also focus on improving family functioning and building the family's own capability to establish positive routines and solve problems. This should be done within a structured, evidence-based practice framework, which is shared across the partnership and involves regular review to ensure that real progress is being made. Where family networks are supporting the child and parents, it might be appropriate to use family group decision-making to support work with the family. Some of these services may be delivered directly to parents but should always be evaluated to demonstrate the impact they are having on the outcomes for the child.

150. The Families First Partnership programme guide provides operational guidance for the delivery of multi-disciplinary Family Help teams. These teams should be embedded in communities to provide non-stigmatising access to a range of agencies and services that respond to different needs. The exact make up of these teams will vary, but local areas may want to co-locate teams in community settings such as their Best Start Family Hubs and networks.

Section 3: Safeguarding and promoting the welfare of children

151. Local authorities have statutory duties to support certain groups of children in their area. Under section 17 of the Children Act 1989, local authorities are under a general duty to provide support for children who are unlikely to reach or maintain a satisfactory level of health or development, or their health or development will be significantly impaired without the provision of services, or the child is disabled. Where there is reasonable cause to suspect a child is suffering or likely to suffer significant harm, local authorities must make enquiries and decide if any action must be taken under section 47 of the Children Act 1989. Section 22(3) of the Children Act 1989 sets out the general duty of the local authority looking after a child to safeguard and promote the welfare of the child. This duty underpins all activity by the local authority in relation to looked after children.

152. Where requested to do so by local authority children's social care, health organisations, other local authorities and other parts of the local authority, such as housing, have a duty to co-operate under section 27 of the Children Act 1989[74] by assisting the local authority in carrying out its children's social care functions, provided that this is compatible with their own duties and obligations and does not interfere with the performance of their own functions. Any cooperation from health bodies should be in line with their professional regulations and standards on competence. Local authorities can

[74] Children Act 1989 Section 27 (2): an authority whose help is so requested shall comply with the request if it is compatible with their own statutory or other duties and obligations and does not unduly prejudice the discharge of any of their functions.

also ask other agencies to assist in the delivery of support and services under section 17 of the Children Act 1989, but those agencies are under no obligation to do so.

153. Whilst the duty to deliver support and services under section 17 of the Children Act 1989 is with the local authority, other safeguarding partners may play a critical role in the delivery of services for children and their families. Local safeguarding partners are responsible for setting the strategic direction, vision, and culture of the local multi-agency safeguarding arrangements, including agreeing and reviewing shared priorities, and the resources required to deliver services effectively. More information can be found under 'Strategic leadership and accountability' and 'Delivering multi-agency safeguarding arrangements' in chapter 2.

Risk Assessment

Premises - Stoke Lodge Playing Fields

		Potential consequence / severity of outcome				
		1	2	3	4	5
Likelihood of harm occurring / frequency of occurrence		**None** no injury or adverse effects	**Minor** first aid injury	**Moderate** lost time injury	**Major** hospital treatment	**Catastrophic** disabling injury or death
Could happen, but probably never will.	1 - Rare	1	2	3	4	5
Not likely to occur in normal circumstances.	2 - Unlikely	2	4	6	8	10
May occur at some time.	3 - Possible	3	6	9	12	15
Expected to occur at some time.	4 - Likely	4	8	12	16	20
Likely to occur on many occasions.	5 – Almost certain	5	10	15	20	25

Total	Level of risk	Timescale / action
1 to 5	Low	No additional physical control measures are required; however, monitoring is necessary to ensure controls are maintained.
6 to 10	Medium	3-6 months - efforts should be made to reduce the risk to an acceptable level.
12 to 25	High, or stop	Immediate - work should not be started until the risk has been reduced to an acceptable level. Where the risk involves work in progress, urgent action should be taken. If it is not possible to reduce risk even with unlimited resources, work will have to be stopped.

Guidance in completing this document

Step 1 What are the hazards?	**Step 2** Who might be harmed and how?	**Raw risk rating**	**Step 3** What do you have in place?	**Step 4** Is anything further needed? Yes / No	**Step 5** Action and review	**Residual risk rating**
Spot hazards by: ● Walking around your workplace. ● Asking those doing the task what they think. ● Checking manufacturers' instructions. ● Considering health hazards.	Identify groups of people: ● Employees ● lone workers ● Students ● service users ● temporary / agency staff ● Contractors ● Volunteers ● members of the public ● children (including work experience).	When there are no control measures in place. State total score.	List what is already in place to reduce the likelihood of harm or make any harm less serious, examples include: ● guarding ● training ● procedures, safe systems of work ● personal protective equipment (PPE).	You need to make sure that you have reduced risks 'so far as is reasonably practicable'. An easy way of doing this is to compare what you are already doing with good practice. If there is a difference, indicate 'yes' and list what needs to be undertaken in the action column.	Remember to prioritise hazards that are high-risk and have serious consequences first: ● List the actions required, who needs to complete them and by when. ● Check actions are correctly completed. ● Check controls remain in place. ● Review the risk assessment annually, or earlier if there is an incident or if the work activity changes.	Level of risk when all control measures are in place. State total score.

Activity / operation / event: Premises - Stoke Lodge Playing Fields								
Establishment: Cotham School						**Assessment date:** 31 March 2026		
Assessor name / position: Ed Carpenter - Deputy Director of Finance and Resources - IT and Facilities Lead						**Review date:** 31 March 2027		
Step 1 Identify the hazards	**Step 2** Who might be harmed and how?	**Raw risk rating** state total score	**Step 3** What do you have in place?	**Step 4** Anything further needed? **Yes / No**	**Step 5** Action and review Action required	**Residual risk rating** state total score	**Responsible person**	**Date completed**
Dog faeces on the playing area	• Students • Staff • Members of the public hiring facilities Serious health issues *(Toxocariasis)*	4	There are 7 points of entry to the playing field area. Each entry point has a sign stating 'No Dogs'. Members of the public are requested to walk dogs outside of the fenced area of the field, it is possible to lock gates to prevent entry should dog walking become an issue on site.	No				
Dog attack	• Students • Staff • Members of the public hiring	6	There are 7 points of entry to the playing field area. Each entry point has a sign stating 'No Dogs'. Members of	No				

	facilities Major injury through dog bites.		the public are requested to walk dogs outside of the fenced area of the field,it is possible to lock gates to prevent entry should dog walking become an issue on site. Gates are locked to prevent access during school use times.					
Violence & Aggression from trespassers gaining access to the playing fields	• Students • Staff • Members of the public hiring facilities Serious Injury - potential for personal injury (possible fractures) and post traumatic stress	4	The entire playing field area is enclosed with a 2m fence. There are 7 points of entry to the playing field area. Gates are locked to prevent access during school use times	No				
Exposure to alcohol and drugs paraphernalia	• All legitimate visitors to the site Major Injury	9	There are signs that users of alcohol and drugs have been at Stoke Lodge; a number of NOS canisters and empty alcohol containers have been scattered around the site.	Yes	The Site Services Team undertake a daily (Monday - Friday) Perimeter check to ensure that the site is free of items which may cause harm to our students before lessons begin.	4	Site Services Team	Ongoing

A1005

Vehicles on site	• Students • Staff • Members of the public hiring facilities • *Risk of environmental harm* Major Injury	6	The entire playing field area is enclosed with a 2m fence. There are 4 points of entry to the playing field area, which are usable by vehicles. These gates are locked at all times to prevent access, except to authorised users. Maintenance takes place when students are not on site, and members of the public are requested to vacate the site during machinery use for their own safety. Pedestrian gates are locked to prevent entry/reentry to the site at these times.	No				
Travellers, or other trespassers with the intent to be resident for any period of time.	• Students • Staff • Members of the public hiring facilities • *Risk of environmental harm*	9	The entire playing field area is enclosed with a 2m fence. There are 4 points of entry to the playing field area, which are usable by vehicles. These gates are locked at all times to prevent access, except to authorised users.	Yes	The Site Services Team undertake a daily (Monday - Friday) Perimeter check to ensure that the site is secure and cannot be entered by unauthorised persons.	4	Site Services Team	Ongoing

	Minor Injury – note, whilst the risk to persons is not great here the risk to the facility and the environment is potentially serious. The risk to the environment and cost of dealing with this has been included in the calculation of the risk rating		There has previously been a traveller encampment (Summer 2022) as well as issues of trespass during legitimate, lawful school use, 2025-2026.					
Antisocial behaviour, vandalism and arson to grounds, trees and buildings	• Students • Staff • Members of the public hiring facilities • *Risk of environmental harm* Minor Injury – note, whilst the risk to persons is not great here the risk to the facility and the environment is potentially serious. The risk to the environment and cost of dealing with this has been included in the calculation of the risk rating	15	The entire playing field area is enclosed with a 2m fence. There are 7 points of entry to the playing field area. Gates are locked to prevent access during school hours. **Vandalism of the fence itself and signage relating to the school is evident; this risk likelihood remains high due to existing evidence of an issue. All issues of vandalism or antisocial behaviour are to be reported to the police.**	Yes	The Site Services Team will carry out a daily perimeter check (Monday - Friday) and will photograph any new damage to the fence, gates or signage using a TimeStamp Camera. These photos will then be passed on to the management team to log with the police.	4	Site Services Team	Ongoing

A1007

Drones or model aircraft	• Students • Staff • Members of the public hiring facilities Serious Injury – note the risk of physical injury from a model aircraft is serious. The level of operational harm is minor. It is illegal to fly drones above or within 150m of sporting events.	4	It would be impossible to control the use of drones over the school site. There are currently laws for the operation of drones above populated areas and sports events. As such, this type of activity would be reportable as a crime. There is a risk that users could fly drones in order to photograph or film students in the school. Risk from physical injury comes from loss of control or failure of the aircraft (crashing).	No				
Rubbish dumping and litter	• Students • Staff • Members of the public hiring facilities • *Risk of environmental harm* Minor Injury – note, whilst the risk to persons is not great here the risk	4	The entire playing field area is enclosed with a 2m fence. There are 4 points of entry to the playing field area, which are usable by vehicles. These gates are locked at all times to prevent access, except to authorised users.	No				

	to the facility and the environment is potentially serious. The risk to the environment and cost of dealing with this has been included in the calculation of the risk rating							
Unauthorised events	• Students • Staff • Members of the public hiring facilities • *Risk of environmental harm* Serious Injury – note, whilst the physical risk to authorised persons is not great here the risk to the facility and the environment is potentially serious. The risk to the environment and cost of dealing with this has been included in the calculation of the risk rating	9	The entire playing field area is enclosed with a 2m fence. There are 7 points of entry to the playing field area. Gates are locked to prevent access during school hours. **At times, outside of school use the gates are unlocked in daylight hours. The risk of unauthorised events remains; the school should ensure that members of the public are aware that acceptable uses for informal recreation do not include unauthorised organised events,** and that gates can be locked at all times if this risk	No				

A1009

			arises to prevent future occurrence.					
Students absconding from the site	• Students Serious Injury – note the physical risk to students absconding site is no greater than any time they are out on public streets alone. The risk to having implemented adequate safeguarding measures is included in the risk rating	4	The entire playing field area is enclosed with a 2m fence. There are 7 points of entry to the playing field area. Gates are locked to prevent student egress during lessons.	No				

A1010

Safeguarding and Child Protection Policy

Version	Date	Summary of Changes
01	**01/09/2020**	Updated and re-written to reflect COVID-19, new statutory guidance Keeping Children Safe in Education, and for ease of reading
02	**01/09/2021**	Update and re-written to reflect new statutory guidance issued in 2021
03	**01/09/2022**	Updated and re-written to reflect new statutory guidance in 2022
04	**01/09/2023**	Updated and re-written to reflect new statutory guidance in 2023
05	**01/09/2024**	Updated and re-written to reflect new statutory guidance in 2024
06	**01/09/2025**	Updated and re-written to reflect new statutory guidance in 2024; Added information from BCC guidance 2025 around safeguarding children with forced migration background.

Approved by Governors: September 2025
Review Date: September 2026

Cotham School Safeguarding Team

Head Teacher	[redacted]
Designated Safeguarding Lead	[redacted]
Deputy Designated Safeguarding Leads	[redacted]
Safeguarding Governor	[redacted]
safeguarding@cotham.bristol.sch.uk	

Contents

A1013

1. Part 1: Policy

1.1. Definitions

Safeguarding is defined as:

- Providing help and support to meet the needs of children as soon as problems emerge
- Protecting children from maltreatment, whether that is within or outside the home, including online
- Preventing the impairment of children's mental and physical health or development
- Ensuring that children grow up in circumstances consistent with the provision of safe and effective care
- Taking action to enable all children to have the best outcomes.

Child Protection is defined in the Children Act 1989 (s.47) as when a child is suffering or is likely to suffer significant harm. Under statutory guidance and legislation action must be taken to safeguard and promote the child's welfare.

1.2. Introduction

Safeguarding and promoting the welfare of children is **everyone's** responsibility. **Everyone** who comes into contact with children, their families and carers, has a role to play.

- In order to fulfil this responsibility effectively, all professionals should make sure their approach is child centred. This means that they should always consider what is in the **best interests** of the child.
- We take an '**it can happen here**' approach where safeguarding is concerned.
- **Everyone** who comes into contact with children has a role to play in identifying concerns, sharing information and taking prompt action.
- Victims should **never** be given the impression that they are creating a problem by reporting abuse, sexual violence, or sexual harassment. Nor should anyone who has experienced harm ever be made to feel ashamed for making a report.

Cotham School is committed to safeguarding and promoting the welfare of children by:

- The provision of a safe environment in which children and young people can learn.
- Acting on concerns about a child's welfare immediately.
- Fulfilling our legal responsibilities to identify children who may need early help or who are suffering, or are likely to suffer, significant harm.

All action taken by Cotham School will be in accordance with:
- **Current legislation** (these are summarised within Working Together to Safeguard Children: statutory framework)
- **Statutory, national, and local guidance – this includes:**
    - **Working Together to Safeguard Children**, which sets out the multiagency working arrangements to safeguard and promote the welfare of children and young people and

A1015

protect them from harm; in addition, it sets out the statutory roles and responsibilities of schools.
    - **Keeping Children Safe in Education** is statutory guidance issued by the Department for Education which all schools and colleges must have regard to when carrying out their duties to safeguard and promote the welfare of children.
- **Local Guidance from the Local Safeguarding Partnership:** around particular safeguarding topics are available on the Keeping Bristol Safe Partnership Website.
- **Government guidance in relation to:**
    - **Specific topical safeguarding issues –** a collection of up-to-date guidance can be found on the Safeguarding in Education Team's guidance page. https://www.bristolsafeguardingineducation.org/guidance/

This policy should be read in conjunction with the following policies:

- Whistleblowing
- Code of Conduct for All Adults
- Allegations Against Staff
- Behaviour
- Online Safety
- Attendance (including the safeguarding response to children who go missing from education)
- Health, Safety and Wellbeing Part 1
- Health, Safety and Wellbeing Part 2
- Equality and Community Cohesion Policy
- Special Educational Needs and Disabilities (SEND) Policy

The Headteacher should ensure that the above policies and procedures, adopted by governing bodies and proprietors, are accessible, understood and followed by all staff.

1.3. Equalities Statement

With regards to safeguarding we will consider our duties under the Equality Act 2010 and our general and specific duties under the Public Sector Equality Duty. General duties include:

1. Eliminate discrimination, harassment, victimisation, and other conduct that is prohibited by the Equality Act 2010.
2. Advance equality of opportunity between people who share a protected characteristic and people who do not share it.
3. Foster good relations across all protected characteristics between people who share a protected characteristic and people who do not share it.

Details of our specific duties are published under Cotham School's Equality and Community Cohesion Policy.

We adhere to both the Bristol Equality Charter and Bristol Children's Charter with a view to contribute towards the One City Plan.

Some children have an increased risk of abuse, neglect and exploitation, both online and offline, and additional barriers can exist for some children with respect to recognising or disclosing it. We are committed to anti-discriminatory practice and recognise children's diverse circumstances. We ensure that all children have the same protection, regardless of any barriers they may face.

We give special consideration to children who:

- Have special educational needs and/or disabilities (SEND) or health conditions (this is in line with our Special Educational Needs and Disability Policy)
- Are young carers
- May experience discrimination due to their race, ethnicity, religion, gender identification or sexuality
- Have English as an additional language (EAL)
- Are known to be living in difficult situations – for example, temporary accommodation or where there are issues such as substance abuse or domestic violence
- Are at risk of female genital mutilation (FGM), sexual exploitation, forced marriage, or radicalisation
- Are asylum seekers
- Are at risk due to either their own or a family member's mental health needs
- Are looked after or previously looked after (see section 12)
- Are missing or absent from education for prolonged periods and/or repeat occasions
- Whose parent/carer has expressed an intention to remove them from school to be home educated

Cotham School also adheres to the principles of and promotes anti-oppressive practice in line with the United Nations Convention of the Rights of the Child and the Human Rights Act 1998.

1.4. Overall Aims

This policy will contribute to the safeguarding of children at Cotham School by:

- Clarifying safeguarding expectations for members of the education setting's community, staff, governing body, learners, and their families.
- Contributing to the establishment of a safe, resilient, and robust safeguarding culture in the setting built on shared values; where learners are treated with respect and dignity, taught to treat each other and staff with respect, feel safe, have a voice and are listened to.
- Supporting contextual safeguarding approaches to practice recognising that the setting's site can be a location where harm can occur.
- Setting expectations for developing knowledge and skills within the setting's community (staff, learners, parents/carers) to the signs and indicators of safeguarding issues and how to respond to them.
- Early identification of need for vulnerable learners and provision of proportionate interventions to promote their welfare and safety.
- Working in partnership with learners, parents, and other agencies in the Local Safeguarding Partnership.

Cotham School is named as a relevant agency in the Local Safeguarding Partnership (Keeping Bristol Safe Partnership). This policy sets out its statutory duty to co-operate, follow and comply with published arrangements as set out by the Keeping Bristol Safe Partnership.

1.5. Professional expectations, roles, and responsibilities

1.5.1. Role of all staff

- All staff will read and understand Part 1 of statutory guidance Keeping Children Safe in Education. Those working directly with children will also read Annex B. Those who do not work directly with children will have the option of reading Annex A instead.
- In addition to this all staff will be aware of the systems in place which support safeguarding including reading this Safeguarding and Child Protection Policy; the Behaviour Policy; the Staff Behaviour Policy (code of conduct); safeguarding response to children who go missing from education; and the role of the Designated Safeguarding Lead (DSL).
- Know who and how to contact the DSL and any deputies, the Chair of Governors, and the Governor responsible for safeguarding.
- All staff will be able to identify vulnerable learners and take action to keep them safe. Information or concerns about learners will be shared with the DSL where it includes those:
    - who may need a social worker and may be experiencing abuse, neglect or exploitation.
    - requiring mental health support.
    - may benefit from early help.
    - where there is a radicalisation concern.
    - where a crime may have been committed.
    - Be clear as to the setting's policy and procedures about child-on-child abuse, children missing from education and those requiring mental health support, and the impact of technology in relation to online safety.
- Be involved where appropriate, in the implementation of individual plans to further safeguard vulnerable learners and understand their academic progress and attainment and maintain a culture of high aspirations for this cohort.
- Record concerns appropriately and in a timely manner by using the setting's safeguarding systems.
- To be aware of the need to raise to the senior leadership team any concerns they have about safeguarding practices within the school.

1.5.2. Role of the Designated Safeguarding Lead (DSL)

Duties are further outlined in Keeping Children Safe in Education (Annex C)

Details of our DSL and Deputy DSL are available on the Cotham School website, our Staff Handbook, or the notice board in reception.

- The DSL is a senior member of staff who undertakes lead responsibility for safeguarding and child protection within the setting.
- The DSL works with the Headteacher/Principal, and relevant strategic leads, taking lead responsibility for promoting educational outcomes by knowing the welfare, safeguarding and child protection issues that learners in need are experiencing or have experienced, and identifying the impact that these issues might be having on learner's attendance, engagement and achievement at school or college.
- Activities include the management of work undertaken by any Deputy DSLs.

- Manages early identification of vulnerability of learners and their families from staff through cause for concerns or notifications. This will ensure detailed, accurate, secure written records of concerns, referrals and the rationale for any decisions made are maintained.
- Manages referrals to local safeguarding partners where learners with additional needs have been identified. These can include those –
    - who need a social worker and may be experiencing abuse, neglect or exploitation
    - requiring mental health support.
    - who may benefit from early help.
    - where there is a radicalisation concern.
    - where a crime may have been committed.

The DSL will also:

- Work with others – acting as a point of contact for outside agencies about safeguarding.
- Support and advise other staff in making referrals to other agencies.
- When required, liaise with the case manager and the Local Authority Designated Officer (LADO) in relation to child protection cases which concern a staff member.
- Coordinate safeguarding training and raise awareness and understanding to the school community around policies and practice in relation to safeguarding.
- Help promote educational outcomes by sharing information about vulnerable learners with relevant staff. This includes ensuring that staff:
- know who these children are,
- understand their academic progress and attainment and maintain a culture of high aspirations for this cohort.
- Are supported to identify the challenges that children in this group might face.
- Provide additional academic support or make reasonable adjustments to help children who have **or have had** a social worker to reach their potential.
- Ensure the successful transfer of the Safeguarding/Child Protection File when a learner moves on to a new setting within 5 days for in year transfer or the first 5 days of the start of a new term.
- Ensure appropriate safeguarding cover and availability during term time/ any out of hours/out of term activities managed by the school.

1.5.3. Role of the Governing Body

Duties are further outlined in Keeping Children Safe in Education (Part 2)

There is a senior board level lead who takes responsibility for the setting's safeguarding responsibility to ensure that safeguarding and child protection practice, process, and policy (including online safety) is effective and is compliant with legislation, statutory guidance, and Local Safeguarding Partnership arrangements (Keeping Bristol Safe Partnership).

- The appointed Safeguarding Governor will liaise with the Headteacher and the DSL to produce an annual report for governors and complete the mandatory S. 175 (biennial safeguarding) audit for the Keeping Bristol Safe Partnership.
- Ensure that the school remedies any deficiencies or weaknesses brought to its attention without delay.
- Ensure that this document is updated annually (or when there are significant updates).

- Ensure that the DSL is an appropriate senior member of setting's senior leadership team and ensure that they have adequate time, funding, training, resources, and support to carry out their role effectively.
- Ensure that the training and learning for the school community is robust and effective.
- Ensure that learners are taught about safeguarding on the curriculum including online safety in compliance with statutory guidance Relationships and sex education (RSE) and health education - GOV.UK (www.gov.uk)
- Review the Department for Education filtering and monitoring standards and make sure the setting is compliant with the requirements to meet these duties through discussions with IT staff and service providers.
- To ensure that teachers, including supply teachers, other staff, volunteers, and contractors have appropriate checks carried out in line with statutory guidance Keeping Children Safe in Education (Part 3).
- Ensure that there are procedures in place to manage safeguarding concerns or allegations against teachers, including supply teachers, other staff, volunteers, and contractors who may not be suitable to work with or pose a risk to learners, this includes having a process to manage low-level concerns.
- Ensure that systems are in place for learners to effectively share a concern about a safeguarding issue they are experiencing, express their views and give feedback.
- Ensure that the setting has systems in place to prevent, identify and respond to child-on-child harm (including sexual abuse and sexual harassment) and mental health concerns, and review the effectiveness of the setting's online safety practices.
- Appoint a Designated Teacher to promote the educational achievement for children in care and other care arrangements.

1.6. Safeguarding training for all staff

1.6.1. All staff:

- Governing bodies and proprietors will ensure that all staff members undergo safeguarding and child protection training (including online safety, which, amongst other things, includes an understanding of the expectations, applicable roles, and responsibilities in relation to filtering and monitoring) at induction.
- Will receive appropriate safeguarding and child protection refresher training (including online safety incorporating staff responsibilities in relation to filtering and monitoring) at least annually (via formal training, email e-bulletins and staff meetings).
- All staff must complete FGM awareness training and will understand their legal duty under the Mandatory Reporting Duty.
- All staff must complete PREVENT awareness training. This is to ensure that they can comply with the legal expectations under the PREVENT duty.
- Staff training includes clear reference to internal whistleblowing policy, the role of the Local Authority Designated Officer and guidance for escalating concerns.

1.6.2. Designated Safeguarding Lead and deputies:

- Will undergo formal training to provide them with the knowledge and skills (including online safety, which, amongst other things, includes an understanding of the expectations, applicable roles, and responsibilities in relation to filtering and monitoring) training required to carry out the role. The training will be updated at least every two years.

- Deputies will be trained to the same level as the DSL.
- The DSL and any deputies will liaise with the Local Safeguarding Partnership (Keeping Bristol Safe Partnership) to ensure that their knowledge and skills are updated via e-bulletins, attend DSL network meetings, and take time to read and digest safeguarding bulletins.

1.6.3. Other training considerations

- The governing body will ensure that at least one person on any appointment panel will have undertaken safer recruitment training, in line with School Staffing (England) Regulations 2009.
- Members of the Senior Leadership Team will make themselves aware of and understand their role within the local safeguarding arrangements. This will ensure that those who have responsibility for the management of behaviour, inclusion, Special Educational Needs, attendance, and exclusions will carry out their duties with a safeguarding consideration.
- The Designated Teacher for Children in Care will undergo appropriate training to fulfil their role to promote the educational achievement of registered pupils who are in care.
- The mental health lead has access to appropriate training.
- Training around safeguarding topics in Annex B (including online safety which, amongst other things, includes an understanding of the expectations, applicable roles, and responsibilities in relation to filtering and monitoring) will be integrated, aligned, and considered as part of a whole school safeguarding approach.
- Appropriate colleagues have received appropriate training in relation to use of reasonable force and positive handling.

1.7. Safeguarding in the curriculum

Cotham School is dedicated to ensuring that learners are taught about safeguarding, including online safety. We recognise that a one size fits all approach may not be appropriate for all learners, and a more personalised or contextualised approach for more vulnerable learners, victims of abuse and some SEND children might be needed. This is part of a broad and balanced curriculum.

This includes:

- Working within statutory guidance in respect to Relationships and sex education (RSE) and health education - GOV.UK (www.gov.uk)
- Personal, Social, Health and Economic (PSHE) education, to explore key areas such as self-esteem, emotional literacy, assertiveness, power, building resilience to radicalisation, e-safety and bullying.
- Appropriate filters and monitoring systems are in place to ensure that 'over- blocking' does not lead to unreasonable restrictions as to what learners can be taught about online teaching and safeguarding.
- The curriculum will be shaped to respond to safeguarding incident patterns in the setting identified by the Designated Safeguarding Lead and safeguarding team (e.g., to respond to an increase in bullying incidents).

- Providing engagement opportunities with parents and carers to consult on key aspects of the curriculum.
- Learners can inform the curriculum via discussions with the student leadership and student voice mechanisms.

1.8. Safer recruitment and safer working practice

1.8.1. Safer recruitment

Cotham School pays full regard to the safer recruitment practices detailed in 'Keeping Children Safe in Education' (Part 3).

- This includes scrutinising applicants, verifying identity and academic or vocational qualifications, obtaining professional and character references, checking previous employment history, and ensuring that a candidate has the health and physical capacity for the job. References are always obtained, scrutinised and concerns resolved satisfactorily before appointment is confirmed.
- Also including undertaking online safety checks on shortlisted candidates. Undertaking appropriate checks through the Disclosure and Barring Service (DBS), the barred list checks and prohibition checks (and overseas checks if appropriate), dependent on the role and duties performed, including regulated and non-regulated activity.
- All recruitment materials will include reference to Cotham School's commitment to safeguarding and promoting the wellbeing of learners.

1.8.2. Use of reasonable force

'Reasonable force' refers to the physical contact to restrain and control children using no more force than is needed.' The use of reasonable force is down to the professional judgement of the staff member concerned and will be determined by individual circumstances and the vulnerability of any child with Special Educational Needs or Disability (SEND) will be considered.

- The use of reasonable force will be minimised through positive and proactive behaviour support and de-escalation and will follow government guidance (Use of Reasonable Force in Schools 2013; Reducing the need for restraint and restrictive intervention, 2019).
- There is robust recording of any incident where positive handling or restraint has been used. Further review of the incident is carried out to reflect on how the incident could be avoided, this will involve the child and their family.

The process around how the setting manages concerns where a professional may pose a risk to children and our response to low-level concerns can be accessed in section 2.8 Allegations of abuse made against professionals.

1.8.3. Whistleblowing procedures

Staff are aware of the following whistleblowing channels for situations where they feel unable to raise an issue with the senior leadership team or feel that their genuine concerns are not being addressed:

- General guidance can be found at: Advice on whistleblowing https://www.gov.uk/whistleblowing.

- The NSPCC whistleblowing helpline is available here for staff who do not feel able to raise concerns regarding child protection failures internally. Staff can call: 0800 028 0285 – line is available from 8:00 AM to 8:00 PM, Monday to Friday and Email: help@nspcc.org.uk.
- The above channels are clearly accessible to all staff (in the staff handbook, code of conduct and on staff notice boards).

1.9. Key safeguarding areas

These topics are themes that can impact on children and families, there are specific areas of safeguarding that the setting has statutory responsibilities to address which are hyperlinked:

- Children in the court system – Guidance to support children is available
    - Young witness booklet for 5 to 11 year olds - GOV.UK (www.gov.uk)
    - Young witness booklet for 12 to 17 year olds - GOV.UK (www.gov.uk)
- Children affected by parental offending/imprisonment.
- Children missing from education – including persistent absence.
- Child Exploitation (including both Child Sexual Exploitation and Child Criminal Exploitation and county lines, modern day slavery and trafficking)
- Cybercrime
- Domestic Abuse
- Homelessness
- So-called Honour based Abuse (including Female Genital Mutilation and Forced Marriage),
- Online Safety
- Mental health
- Child on child abuse:
    - Bullying (including cyberbullying, prejudice-based and discriminatory bullying).
    - Abuse in intimate personal relationships between children (also known as teenage relationship abuse).
    - Physical abuse such as hitting, kicking, shaking, biting, hair pulling, or otherwise causing physical harm (this may include an online element which facilitates, threatens and/or encourages physical abuse).
    - Sexual violence, such as rape, assault by penetration and sexual assault;(this may include an online element which facilitates, threatens and/or encourages sexual violence).
    - Sexual harassment, such as sexual comments, remarks, jokes and online sexual harassment, which may be standalone or part of a broader pattern of abuse.
    - Causing someone to engage in sexual activity without consent, such as forcing someone to strip, touch themselves sexually, or to engage in sexual activity with a third party.
    - Consensual and non-consensual sharing of nudes and semi-nude images and or videos (also known as sexting or youth produced sexual imagery).
    - Upskirting, which typically involves taking a picture under a person's clothing without their permission, with the intention of viewing their genitals or buttocks to obtain sexual gratification, or cause the victim humiliation, distress, or alarm; and
    - Initiation/hazing type violence and rituals (this could include activities involving harassment, abuse or humiliation used as a way of initiating a person into a group and may also include an online element).
- Preventing Radicalisation (The Prevent Duty)
- Serious Youth Violence
    - Substance Misuse

- Private Fostering
- Young Carers
- Forced Migration

Additional information about key safeguarding areas can also be found in Keeping Children Safe in Education (Annex B); the NSPCC website - Types of Abuse;

And for localised resources for education settings The Bristol Safeguarding in Education website.

2. Part 2: Procedures

2.1. Reporting concerns

All staff are clear about recording and reporting concerns to the DSL or deputies in a timely way. If a child is in immediate danger, staff should phone the police.

All staff are aware of and follow the procedures to respond to a concern about a child detailed in Appendix B. This includes responses to child-on-child harm and children who present with a mental health need.

At Cotham School learners can raise their concerns via their tutor, Learning Coordinator, Year Team Assistant or any other trusted adult, approaching a member of the Core Safeguarding team, emailing safeguarding@cotham.bristol.sch.uk, or via the ‘report bullying’ link or anonymous Whisper tool on the school website, and they will be treated seriously.

2.2. Information Sharing

Cotham School is committed to have due regard to relevant data protection principles which Staff at the setting are aware that:

- ‘Safeguarding’ and ‘individuals at risk’ is a processing condition that allows practitioners to share special category personal data.
- Practitioners will seek consent to share data where possible in line with Information Sharing for Safeguarding Practitioners 2024.
- It is recommended that staff should read the Department for Education Data Protection Guidance for Schools.

There may be times when it is necessary to share information without consent such as:

- To gain consent would place the child at risk,
- By doing so will compromise a criminal investigation,
- It cannot be reasonably expected that a practitioner gains consent,
- Or, if by sharing information it will enhance the safeguarding of a child in a timely manner, but it is not possible to gain consent.

There are also times when Cotham School will not provide pupil's personal data where the serious harm test under legislation is met, (by sharing the information the child may be at further risk). When in doubt Cotham School will seek legal advice.

The Data Protection Act 2018 and UK General Data Protection Regulations do not prevent the sharing of information for the purposes of keeping children safe. Fears about sharing information must not be allowed to stand in the way of the need to safeguard and promote the welfare and protect the safety of children.

2.3. Identifying and monitoring the needs of vulnerable children

The DSL and Deputy DSL will regularly review and monitor those children who have been identified as vulnerable. This can include reviewing attendance data, behaviour data, attainment data and safeguarding records. This is to ensure that:

The DSL and Deputy DSL will regularly review and monitor those children who have been identified as vulnerable. This can include reviewing attendance data, behaviour data, attainment data and safeguarding records. This is to ensure that:

- Proportionate and early interventions can be taken to promote the safety and welfare of the child and prevent escalation of harm.
- Information about vulnerable learners is shared with teachers and school and college leadership staff to promote educational outcomes.
- Learners who currently have, or have had, a social worker will have their academic progress and attainment reviewed and additional academic support will be provided to help them reach their full potential.
- Reasonable adjustments are made in relation to school-based interventions – for example, responding to behaviour.

2.4. Multi-agency working

Cotham School is a relevant agency in the Keeping Bristol Safe Partnership and will work together with appropriate agencies to safeguard and promote the welfare of children including identifying and responding to their needs. This follows statutory guidance Working Together to Safeguard Children .

Occasions that warrant a statutory assessment under the Children Act 1989:

- If the child is in need under s.17 of the Children Act 1989 (including when a child is a young carer and or subject to a private fostering arrangement).
- Or if the child needs protection under s.47 of the Children Act 1989 where they are experiencing significant harm, or likely to experience significant harm.

Referrals in these cases should be made by the DSL (or Deputy DSLs) to Children's Social Care in the local authority in which that child resides. The list of safeguarding contact and other key agencies are listed in Appendix B.

Where the child already has a social worker, the request for service should go immediately to the social worker involved or, in their absence, to their team manager. If the child is a child in care, notification should also be made to the Hope Virtual School.

2.4.1. Additional considerations:

- Where a learner and/or their family is subject to an inter-agency child protection plan or a Multi-Agency Risk Assessment Conference (MARAC) meeting, the setting will contribute to the preparation, implementation, and review of the plan as appropriate.
- In situations where a child in care may be put on to a reduced timetable, the school will consult with the Hope Virtual School following local procedures.
- If a crime has been suspected or committed that involved the bringing of an offensive weapon onto the school site, the setting will liaise with the Local Authority Violence Reduction Unit (Safer Connections) who will consider a proportionate response.
- If there is a risk of harm, the police should be called via 999. For other concerns of criminality, the non-statutory guidance 'When to Call the Police' from the NPCC can be helpful or contact your Neighbourhood Policing Team.
- In the rare event that a child death occurs, or a child is seriously harmed, Cotham School will notify the Keeping Bristol Safe Partnership as soon as is reasonably possible.

2.5. Suspensions, permanent exclusions, and commissioning of Alternative Provisions

(To be read in conjunction with the Behaviour Policy)

When the setting is considering suspending or permanently excluding a learner where additional vulnerability is identified it is important that the learner's welfare is a paramount consideration. The Head Teacher will consider their legal duty of care when sending a learner home and should be alert to the need for early help for a child who:

- is frequently missing/goes missing from education, home or care
- has experienced multiple suspensions, is at risk of being permanently excluded from school or college or is in alternative provision or a pupil referral unit

Cotham School will exercise their legal duties in relation to their interventions. This includes:

- whether a statutory assessment should be considered in line with the principles of Children Act 1989,
- that decisions are made in an anti-discriminatory manner in line with the Equality Act 2010 (including having regard to the SEND Code of Practice)
- and takes into consideration the learner's rights under the Human Rights Act 1998.
- Interventions will be consistent with statutory guidance Suspension and permanent exclusion from maintained schools, academies and pupil referral units in England, including pupil movement

2.5.1. Actions to take

- An assessment of need should be undertaken with multi-agency partners with a view to mitigate any identified risk of harm this in line with 2.3 Identifying and monitoring the needs of vulnerable children.
- If the child is subject to a child protection plan or where there is an existing child protection file, we will call a multiagency risk-assessment meeting prior to making the decision to exclude.
- In the event of a one-off serious incident resulting in an immediate decision to exclude, the risk assessment *must* be completed prior to convening a meeting with the governing body.

2.5.2. Commissioning Alternative Provisions

Cotham School will co-operate with any statutory safeguarding assessments conducted by children's social care: this includes ensuring representation at appropriate inter-agency meetings such as integrated support plan meetings initial and review child protection conferences and core group meetings.

In the event where Cotham School commissions an alternative provision, the local Alternative Learning Provision process will apply and guidance followed to ensure clear agreement of roles and responsibilities to maintain safeguarding arrangements for children who are not taught on site. The Department of Education has issued two pieces of statutory guidance to which the setting must also have regard to when commissioning a provision:
• Alternative Provision
• Education for children with health needs who cannot attend school

Cotham School will continue to be responsible for the safeguarding of the child and will make necessary checks on the provider to meet the needs of the child. Reviews will be undertaken regularly to provide assurance that any child in the provision is regularly attending and that the placement continues to be safe and meets the child's need. Written confirmation from the alternative provider will be obtained of the checks on staff that we would otherwise perform for our own staff.

2.6. Children Missing from Education

A child missing from education is a potential indicator of abuse, neglect or exploitation, or maybe an indicator of need for early help support. Staff should follow procedures for unauthorised absence and for dealing with children that go missing from education, particularly on repeat occasions. These should be reported to the DSL and reviewed in line with 2.3 Identifying and monitoring the needs of vulnerable learners.

Cotham School will follow the guidance detailed in Children Missing Education (2016) and Bristol City Council Education Welfare Service – Children Missing Education

This will include notifying the local authority in which the child lives:

- of any pupil who fails to attend school regularly,

- or has been absent without the school's permission for a continuous period of 10 school days or more, at such intervals as are agreed between the school and the local authority.

2.6.1. Elective Home Education

Cotham School will notify the Local Authority of every learner where a parent has exercised their right to educate their child at home. Safeguarding files should be shared with the Local Authority Elective Home Education service and consideration of whether additional support from children's social care should be made in line with the Children Act 1989.

2.7. Respond to incidents of child-on-child abuse

Further examples of child-on-child harm this can be found under section 1.9 Key Safeguarding Areas. It is recognised that child-on-child abuse can happen inside and outside of school/college or online.

At Cotham School

- We have a 'zero tolerance' approach to abuse. Incidents are taken seriously. These will never be tolerated or passed off as 'banter,' just having a laugh' or 'part of growing up.' Banter and teasing can and should be acknowledged and recognised as bullying behaviour and may require proportionate intervention.
- Even with a zero-tolerance approach, we take steps to educate and take action to ensure we mitigate the risk of contributing to a culture of unacceptable behaviours or a culture that normalises abuse.
- It is understood that child-on-child harm may reflect equality issues in terms of those who may be targeted are more likely to have protected characteristics.
- Early identification of vulnerability to child-on-child abuse is made by reviewing attendance, behaviour, attainment and safeguarding records at least on a termly basis.

There are clear systems in place (which are well promoted, easily understood and easily accessible) for children to confidently report abuse knowing their concerns will be treated effectively as reflected in section 2.1 Reporting a concern of this policy. Cotham School will handle initial reports of harm by:

- Securing the immediate safety of children involved in an incident and sourcing support for other children affected.
- Listening carefully to the child, being non-judgmental, being clear about boundaries and how the report will be progressed, not asking leading questions and only prompting the child where necessary with open questions – where, when, what, etc.
- ensuring that victims will never be given the impression that they are creating a problem by reporting any form of abuse, neglect or exploitation. They will never be made to feel ashamed for making a report.
- Ensuring the child's wishes are taken into consideration in any intervention and any action is taken to ensure safety of the target and other members of the wider setting cohort.

- All staff should be aware that children may not feel ready or know how to tell someone that they are being abused, exploited, or neglected, and/or they may not recognise their experiences as harmful.
- Not promising confidentiality as it is highly likely that information will need to be shared with others.

2.7.1. Actions to take in relation to sexual violence and sexual harassment

Cotham School will take the following actions when responding to incidents of sexual violence and sexual harassment:

- Incidents will be reported immediately to the DSL/ Deputy DSL who will undertake further assessment of what action should be taken proportionate to the factors that have been identified. The Brook - Sexual Behaviours Traffic Light Assessment Tool should be utilised to inform assessment of risk and what actions to subsequently take.
- DSLs/Deputies will take proportionate action and consider whether a case can be managed internally, through early help, or should involve other agencies as required in line with the section 2.4 - Multi-Agency Working section.
- When an incident involves an act of **sexual violence** (rape, assault by penetration, or sexual assault) the starting point is that this should be passed on to police immediately **regardless** of the age of criminal responsibility (10 years old). This must be reported directly via 101 for recording purposes and accountability. This is on the understanding that the police will take a welfarist approach rather than a criminal justice one. A concurrent referral to social care must also be made. A strategy can be requested where education can voice explicitly concerns of criminalisation in a multi-agency context.
- When the children involved require a statutory assessment either under s.17 or s.47 of the Children Act 1989 a referral to social care should be undertaken.
- Where the report includes an online element, the setting will follow Searching, screening and confiscation at school - GOV.UK (www.gov.uk) and Sharing nudes and semi-nudes: advice for education settings working with children and young people - GOV.UK (www.gov.uk). The key consideration is for staff not to view or forward illegal images of a child. The highlighted advice provides more details on what to do when viewing an image is unavoidable.
- Risk assessments and or safety plans will be developed for individual children who have been involved in an incident including any bystanders. This should be reviewed at least every 3 months or every time there is an occurrence of an incident. These should involve the child and parents/carers and address contextual risks.

2.7.2. Contextual safeguarding approach to child-on-child abuse:

Cotham School will minimise the risk of child-on-child abuse by taking a contextual approach to safeguarding by increasing safety in the contexts of which harm can occur – this can include the school environment itself, peer groups and the neighbourhood. Following any incidents of child-on-child abuse, the DSL/Deputies will review and consider whether any practice or environmental changes can be made in relation to any lessons learned. This can include making changes to staffing and supervision, making changes to the physical environment and considering the utilisation and delivery of safeguarding topics on the curriculum.

2.8. Responding to allegations of abuse made against professionals

Staff must report any concerns or allegations about a professional's behaviour (including supply staff, volunteers, and contractors) where they may have:

- behaved in a way that has harmed a child or may have harmed a child.
- possibly committed a criminal offence against or related to a child.
- behaved towards a child or children in a way that indicates they may pose a risk of harm to children; or
- behaved or may have behaved in a way that indicates they may not be suitable to work with children.

2.8.1. Immediate action must be taken:

- Do not speak to the individual it concerns.
- Allegations or concerns about colleagues, visitors, volunteers and contractors must be reported directly to the Head Teacher/Principal who will follow guidance in Keeping Children Safe in Education (Part four: Safeguarding concerns and allegations made about staff, including supply teachers, volunteers and contractors).
- If the concern relates to Head Teacher/Principal it should be reported to the Chair of Governors, who will liaise with the Local Authority Designated Officer (LADO) and they will decide on any action required.
- If there is a conflict of interest which inhibits this process of reporting, staff can report directly to the LADO.
- If allegations are regarding a member of supply staff, the school will take the lead and progress enquiries with the LADO, whilst continuing to engage and work with the employment agency.
- Allegations regarding foster carers or anyone in a position of trust working or volunteering with children should be referred to the LADO on the day that the allegation is reported. The child's allocated social worker should also be informed on the day. The school should not undertake any investigation unless the LADO advises this.

2.8.2. Low-level concerns

This should be read in conjunction with the staff code of conduct and Keeping children Safe in Education (Part 4). A low-level concern is not insignificant. This process should be used in events where a concern about professional conduct does not meet the threshold set out at the beginning of this section.
Reports should be made in accordance with Cotham School's own processes for low level concerns which can be found in the Allegations Against Staff policy. Cotham School creates an environment where staff are encouraged and feel confident to self-refer where they have found themselves in a situation.
The DSL will address unprofessional behaviour and support the individual to correct it at an early stage providing a responsive, sensitive, and proportionate handling of such concerns when they are raised.
Review and correct any deficits in the setting's safeguarding system.

2.9. Mental health and wellbeing

(A flow diagram is available in Appendix B to illustrate this section)

Schools and colleges have an important role to play in supporting the mental health and wellbeing of their learners. Mental health problems can, in some cases, be an indicator that a child has suffered or is at risk of suffering abuse, neglect or exploitation, and or may require early help support.

Cotham School will commit to undertake the following.

- The appointment of a mental health lead who can support the development of knowledge and act as a point of expertise to promote the wellbeing and mental health of learners. This colleague will have sufficient training in mental health **and** safeguarding for them to carry out their role effectively.
- Early identification of vulnerability to mental health problems by reviewing attendance, behaviour, attainment, and safeguarding records at least on a termly basis.
- Ensure that children can report and share concerns in line with section 2.1 Reporting a concern of this policy.
- Staff will follow a safeguarding process in terms of reporting concerns outlined in Appendix B so the DSL/Deputy DSLs (and wider members of the safeguarding team such as the SENDCo) can assess whether there are any other vulnerabilities can be identified and proportionate support considered.
- Staff will ensure the immediate health and safety of a child who is displaying acute mental health distress. This may require support from emergency services via 999 if the child is at risk of immediate harm.
- DSLs/Deputies will consider whether a case can be managed internally, through early help, or should involve other agencies as required in line with section 2.4 - Multi-Agency Working.
- The setting will communicate and work with the learner and parents/carers to ensure that interventions are in the best interests of the child.
- DSLs will liaise with staff to ensure reasonable adjustments are made and develop ways to support achieving positive educational outcomes.
- Only appropriately trained professionals should attempt to make a diagnosis of a mental health problem – DSLs and the senior leadership team should be able to access specialist advice through targeted services or through their locality Primary Mental Health Specialists from Child and Family Consultation Services.

2.9.1. Contextual safeguarding approach to mental health

Cotham School will ensure that preventative measures in terms of providing safeguarding on the curriculum will provide opportunities for learners to identify when they may need help, and to develop resilience.

The setting will take a 'whole school approach' to:

- deliver high quality teaching around mental health and wellbeing on the curriculum
- having a culture that promotes mental health and wellbeing.
- having an environment that promotes mental health and wellbeing.
- making sure pupils and staff are aware of and able to access a range of mental health services.
- supporting staff wellbeing.
- being committed to child and parent/carer participation.

2.10. Online Safety

Online safety is an integrated and interwoven theme with other safeguarding considerations. It is essential that the DSL takes a lead on ensuring that interventions are effective. This means coordinating support and engaging with other colleagues in the setting who may have more technological expertise such as the IT manager.

Cotham School is committed to addressing online safety issues around content, contact, conduct and commerce. This includes:

- Ensuring that online safety is concerned in relevant policies and procedures.
- Online safety is interwoven in safeguarding training for staff and safeguarding on the curriculum.
- Acknowledging that child-on-child abuse can happen via mobile and smart technology between individuals and groups. This should be approached in the same process outlined in section 2.7 Responding to incidents of child-on-child abuse **and read in conjunction** with Cotham School's policy on the use of mobile smart technology which is available within the school's Behaviour Policy.
- Provision of education via remote learning will comply with current governmental advice Providing remote education: guidance for schools - GOV.UK (www.gov.uk).
- The effectiveness of the setting's ability to safeguard children in respect to filtering and monitoring, information security and access management alongside the above will be reviewed annually in line with the digital and technology standards in schools and colleges Meeting digital and technology standards in schools and colleges - Filtering and monitoring standards for schools and colleges - Guidance - GOV.UK (www.gov.uk)

2.11. Monitoring and review

- This policy will be reviewed annually and approved by Governors.
- Any incidents occurring during the school year will be evaluated and where necessary appropriate action will be taken to amend the policy accordingly.

2.12. Links with other policies

This policy is linked to our:

- Whistleblowing
- Code of Conduct for All Adults
- Allegations Against Staff
- Behaviour
- Online Safety
- Attendance (including the safeguarding response to children who go missing from education)
- Health, Safety and Wellbeing Part 1
- Health, Safety and Wellbeing Part 2
- Equality and Community Cohesion Policy
- Special Educational Needs and Disabilities (SEND) Policy

Appendix A - Key Guidance for safeguarding issues

All key education sector guidance relevant for education settings can be found on the following webpage https://www.bristolsafeguardingineducation.org/guidance/

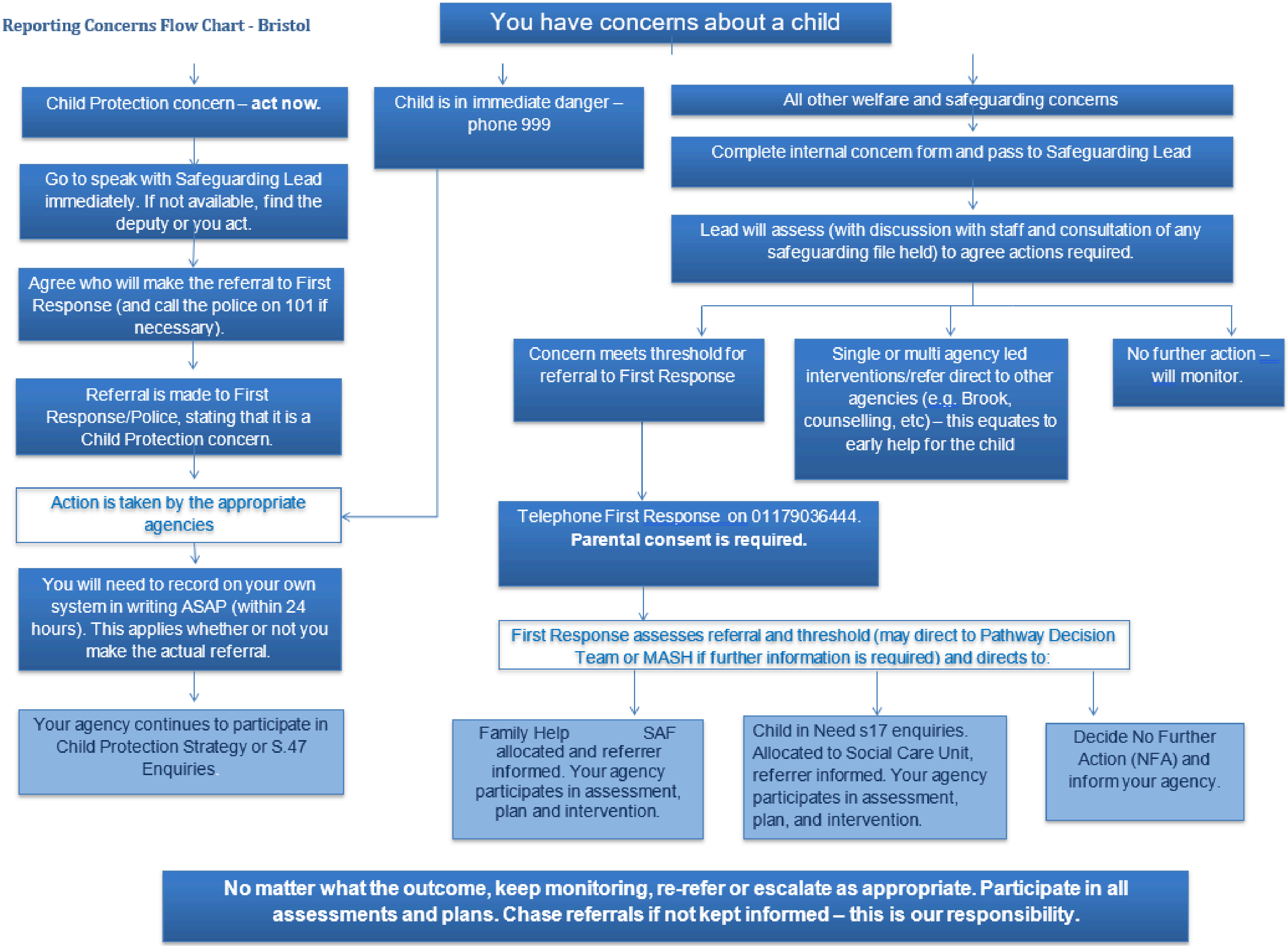
Other multi-agency guidance and policies from the Local Safeguarding Partnerships:

- For Bristol - Bristol safeguarding children
- For South Glos -South Glos safeguarding children

Appendix B - Reporting concerns

- Reporting Concerns Flow Chart (Bristol)
- Process flow chart for responding to incidents of child-on-child incidents and Mental Health concerns
- Multiagency safeguarding contacts poster (Bristol)
- For wider local contacts use the following page - Bristol Safeguarding in Education Local Contacts List
- Neighbouring Local Authority Contacts

Reporting Concerns Flow Chart - Bristol



Safeguarding Response to Mental Health and Child on Child Abuse

All staff should be aware that mental health problems can, in some cases, be an indicator that a child has suffered or is at risk of suffering abuse, neglect or exploitation **(KCSIE)**

All staff should recognise that children are capable of abusing other children. All staff should be clear about their settings' policy and procedures with regard to child-on-child abuse **(KCSIE)**

There is a concern about child's mental health

You are made aware of an incident or pattern of child-on-child abuse

Secure the safety of the child (ren) involved and source support for any other young people affected

Record the concern/incident in line with your setting's safeguarding and child protection policy (e.g. on CPOMs). The DSL and deputies are notified

The concern is reviewed by the DSL and safeguarding team. Information should be cross-referenced with attendance, behaviour records, attainment and any safeguarding and child protection concerns.

Only appropriately trained professionals should attempt to make a diagnosis of a mental health problem. Staff, however, are well placed to observe children day-to-day and identify those whose behaviour suggests that they may be experiencing a mental health problem or be at risk of developing one.

Possible examples of child-on-child abuse

- Bullying (and cyberbullying)
- Physical abuse
- Sexual violence and sexual harassment
- Up skirting
- Sexting (youth produced sexual imagery)

Mental health

Additional guidance used to respond to the concern:

- *Mental health and behaviour in schools* (link)
- *Promoting children and young people's mental health and wellbeing* (link)

Concern and need reviewed alongside learner and family

Outcomes

- Concern can be managed internally through setting-based early help, support and signposting.
- Concern requires additional support from a targeted agency or Primary Mental Health Specialist.
- Child protection concern that requires a referral to social care for an assessment under s.17 or s.47 of the Children's Act 1989. School may also refer directly to CAMHs.

Child-on-child abuse

Additional guidance used to respond to the concern

- *Advice for Schools and Colleges on Responding to Sexting Incidents* (link)
- *Sexual Behaviours Traffic Light Tool* (link)
- *Preventing and Tackling Bullying* (link)
- *NPCC: When to call the police* (link)

Outcomes

- Concerns managed internally through pastoral support, contextual safeguarding, restorative approaches, RSE/PSHE. Setting informs parents/carers of incident and actions.
- Repeat incidents or that of moderate concern – Setting liaises with parents/carers. Consider seeking consent and advice for targeted/specialist services to support all children involved in the incident(s).
- Clear child protection concerns/criminal issue. Make a referral to social care and/or the police for consideration of a statutory assessment.

All actions, risk assessments and responses should be recorded on the Safeguarding/Child Protection file. Plans/risk assessments should be reviewed every 3 months or on any occasion another concern is raised.

Multi-agency contacts

If you have concerns about a child/young person in Bristol

If a child is at immediate risk call the POLICE	**POLICE** 999	
To make a referral, i.e. a child is likely to suffer or is suffering significant harm, call children's social care.	**FIRST RESPONSE** - 0117 9036444	
Out of Hours Referrals	**EMERGENCY DUTY TEAM** - 01454 615 165	
Mental Health Crisis (24 hours, 7 days a week)	**Bristol Mental Health** - 0300 555 0334	
To raise concerns and ask for advice about radicalisation (also contact First Response).	**PREVENT DUTY** - 01278 647466 PreventSW@avonandsomerset.police.uk	
To liaise with the specialist Safeguarding Police unit	**Lighthouse Safeguarding Unit** (Avon and Somerset police) 01278 649228 LighthouseBristol@avonandsomerset.police.uk	
For advice and guidance about whether to make a referral	**Family Help**	
South 0117 9037770	**East Central** 0117 3576460	**North** 0117 3521499

If you have concerns about a professional working with a child...

To raise concerns and ask for guidance in relation to the conduct of someone who works with children	**Local Authority Designated Officer - (LADO)** T: 0117 9037795 KBSP LADO notification form

For information, advice and guidance in relation to safeguarding policy and procedures.

Safeguarding in Education Team T: 01179222532 E: Safeguardingineducationteam@bristol.gov.uk		
South Advisor Helen Macdonald helen.macdonald@bristol.gov.uk 01179222533	**East Central Advisor** **Vacant** Safeguardingineducationteam@bristol.gov.uk 01179222532	**North Advisor** Elisabeth Clark elisabeth.clark@bristol.gov.uk 01179222534
Child sexual exploitation	**Operation Topaz (Avon and Somerset Police)** https://www.avonandsomerset.police.uk/forms/vul	

Safer Connections	
Urgent Referrals and Threshold Advice: For all urgent referrals, requests for service **(including Weapons and Drugs in Schools)**, and threshold advice, contact First Response: T: 0117 903 6444 Partnership Support: To request non-urgent, non-case specific support from the Partnership Team (such as consultations, training, or coordination around emerging concerns) E: saferconnections@bristol.gov.uk	
Report a Child Missing from Education	**Bristol City Council – Education Welfare** https://www.bristol.gov.uk/schools-learning-early-years/children-missing-education-cme
Children affected by Forced Marriage	**Forced Marriage Unit** T: (0) 20 7008 0151 E: fmu@fco.gov.uk
Online Safety Advice	**Professional Online Safeguarding Helpline** T: 0344 381 4772 E: helpline@saferinternet.org.uk
Reporting online abuse and grooming	**Child Exploitation and Online Protection command** https://www.ceop.police.uk/ceop-reporting/
FGM advice	**NSPCC FGM Helpline** T: 0800 028 3550 E: fgmhelp@nspcc.org.uk
Domestic Abuse support (Bristol)	**Directorate of local and national services** **https://www.bristol.gov.uk/crime-emergencies/abuse-violence**
Young Carers – advice and support.	**Carers Support Centre** T: 0117 958 9980 W:https://www.carerssupportcentre.org.uk/young-carers/contact-young-carers/
Whistleblowing professional policy	**NSPCC Whistleblowing hotline** T: 0800 028 0285 E: help@nspcc.org.uk

Child and Adolescent Mental health (CAMHS) **Primary Mental Health Specialists (advice) Child and Adolescent Mental Health**		
South 0117 3408121	**East Central** 0117 3408600	**North** 0117 3546800
Avon and Wiltshire Mental Health Partnership NHS Trust 24/7 crisis line: 0800 953 1919		

Advice around harmful sexualised behaviour.	**Be Safe** 0117 3408700 W: https://www.awp.nhs.uk/camhs/camhs-services/HSB-services/be-safe
	Brook Traffic Light Tool CPD: Brook Sexual Behaviours Traffic Light Tool (RSE) Course

Other Local Authorities Contacts

Local Authority in which the child is resident	Contact details	Out of hours/ Weekend
South Gloucestershire	Access and Response Team T: 01454 866000 - Monday to Thursday 9.00 – 5.00, 4.30 on Friday E: accessandresponse@southglos.gov.uk W: [Access and Response Teams (ART) | South Gloucestershire Council (southglos.gov.uk)]	Emergency Duty Team 01454 615165
North Somerset	Single Point of Access T: 01275 888 808 –Monday-Thursday 8.45am-5pm, Friday 8.45am-4.30pm W: [Children, young people and families | North Somerset Council (n-somerset.gov.uk)]	
Bath and North East Somerset (BANES)	Children's Social Work Services T: 01225 396312 or 01225 396313 Mon-Thurs 8:30am to 5pm, Friday 08:30-4:30pm E: ChildCare_Duty@bathnes.gov.uk *W:*[Report a concern about a child | Bath and North East Somerset Council (bathnes.gov.uk)]	

Appendix C - Dealing with a disclosure of abuse, neglect, or exploitation.

When a child tells me about abuse, neglect or exploitation they have suffered, what must I remember?

- Stay calm.
- Do not communicate shock, anger or embarrassment.
- Reassure the child. Tell them you are pleased that they are speaking to you.
- Never promise confidentiality. Assure them that you will try to help but let the child know that you may have to tell other people in order to do this. State who this will be and why.
- Encourage the child to talk but do not ask "leading questions" or press for information. Use 'Tell Me, Explain to me, Describe to me' (TED) questioning.
- Listen and remember.
- Check that you have understood correctly what the child is trying to tell you.
- Praise the child for telling you. Communicate that they have a right to be safe and protected.
- It is inappropriate to make any comments about the alleged perpetrator.
- Be aware that the child may retract what they have told you. It is essential to record all you have heard.
- At the end of the conversation, tell the child again who you are going to tell and why that person or those people need to know.
- As soon as you can afterwards, make a detailed record of the conversation using the child's own language. Include any questions you may have asked. Do not add any opinions or interpretations.

NB It is not education staff's role to seek disclosures. Their role is to observe that something may be wrong, ask about it, listen, be available and try to make time to talk.

- The 5 'R's are helpful in understanding what a professional's duties are in relation to responding to an incident.

Recognise – Respond – Reassure – Refer - Record

Appendix D - Types of abuse and neglect

Abuse and neglect are defined as the maltreatment of a child whereby someone may abuse or neglect a child by inflicting harm, or by failing to prevent harm. They may be abused by an adult or adults or by another child or children.

All school and college staff should be aware that abuse, neglect and safeguarding issues are rarely standalone events that can be covered by one definition or label. In most cases multiple issues will overlap with one another. For children with Special Educational Needs and Disabilities (SEND) additional barriers can exist when identifying abuse and neglect, these include:

- assumptions that indicators of possible abuse such as behaviour, mood and injury relate to the child's disability without further exploitation.
- being more prone to peer group isolation than other children.
- the potential for children with SEN and disabilities being disproportionally impacted by behaviours such as bullying, without outwardly showing any signs; and
- communication barriers and difficulties in overcoming these barriers.

To address these additional challenges, schools and colleges should consider extra pastoral support for children with SEND.

The following are the definition of abuse and neglect as set out in Working Together to Safeguard Children, however, the ultimate responsibility to assess and define the type of abuse a child or young person may be subject to is that of the Police and Children's Services – our responsibility is to understand what each category of abuse is and how this can impact on the welfare and development of our children and where we have concerns that a child or young person may be at risk of abuse and neglect (one or more categories can apply) to take appropriate action as early as possible.

Physical abuse: a form of abuse which may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing physical harm to a child. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness in a child.

Neglect: the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development. Neglect may occur during pregnancy as a result of maternal substance abuse. Once a child is born, neglect may involve a parent or carer failing to: provide adequate food, clothing and shelter (including exclusion from home or abandonment); protect a child from physical and emotional harm or danger; ensure adequate supervision (including the use of inadequate caregivers); or ensure access to appropriate medical care or treatment. It may also include neglect of, or unresponsiveness to, a child's basic emotional needs.

Emotional abuse: the persistent emotional maltreatment of a child such as to cause severe and adverse effects on the child's emotional development. It may involve conveying to a child that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It may include not giving the child opportunities to express their views, deliberately silencing them or 'making fun' of what they say or how they communicate. It may feature age or developmentally inappropriate expectations being imposed on children. These may include interactions that are beyond a child's developmental capability as well as overprotection and limitation of exploration and learning or preventing the child participating in normal social interaction. It may involve seeing or hearing the ill-treatment of another. It may involve serious bullying (including cyberbullying), causing children frequently to feel frightened or in danger, or the exploitation or corruption of children. Some level of emotional abuse is involved in all types of maltreatment of a child, although it may occur alone.

Sexual abuse: involves forcing or enticing a child or young person to take part in sexual activities, not necessarily involving a high level of violence, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing, and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Sexual abuse is not solely perpetrated by adult males. Women can also commit acts of sexual abuse, as can other children.

Appendix E - Specific actions to take on topical safeguarding issues

General or national guidance will not be included here. A summary of specific duties are in Keeping Children Safe in Education Annex B and access to local guidance can be found in Appendix A of this document.

In recognition that the threshold of child protection is 'likely to suffer' significant harm, Cotham School may need to make a referral to children's social care. Where possible, this will involve notifying the parent/carer if it does not place the learner at further risk of harm. In all other circumstances information will be shared in line with section 2.2 Information Sharing.

It is also important to recognise the importance of liaising with other education settings who may have siblings attending. It is likely that they may hold additional information which will support early identification of harm and in turn develop your assessment of need.

Harm Outside the Home (HOtH) – including Child Sexual Exploitation (CSE), Child Criminal Exploitation (CCE), county lines, online harm, modern slavery, child on child abuse.

Cotham School will ensure that early help intervention is provided as soon as a concern of HOtH is identified. Consultation and advice will be sought from Local Authority and targeted services to consider the appropriate support available. The child and their families will be part of any planning and interventions.

- If there is evidence that a child is experiencing HOtH, Cotham School will make a referral to First Response on 0117 903 6444.
- If there is intelligence or information which indicates that the child or group of children are at risk of or involved in criminality, Cotham School will share information with the police via 101 or online via Avon and Somerset Police's online reporting form: https://www.avonandsomerset.police.uk/forms/vul This information will support proactive activity to disrupt criminal activity in relation to exploitation or harm outside the home more broadly.
- Cotham School will contact Safer Connections for inter-agency support, consultation, and advice about responding to HOtH and for guidance in implementing contextual safeguarding strategies to improve safety for vulnerable learners. saferconnections@bristol.gov.uk

Domestic Abuse

Operation Encompass is a national information sharing scheme where education settings are notified when the police are called to an incident of domestic abuse. This scheme enables Cotham School to take proactive action and make reasonable adjustments in relation to behaviour management and achieving positive educational outcomes.

Under the current information sharing protocol, professionals are **not permitted** to share information without first seeking consent from Avon and Somerset police in case this will put victims and children at further risk of harm. The only exception to this when information is shared with new education setting (part of statutory duties in relation to transfer of the Safeguarding/ Child Protection file, Keeping Children Safe in Education).

Cotham School will follow Bristol's Local Safeguarding Partnerships procedures when receiving and managing information through Operation Encompass. Our setting will promote an open culture of safeguarding to enable learners and families to disclose and feel safe to talk about their experiences and what support may be required.

Further information can be accessed through the Bristol City Council Safeguarding in Education Team webpages Operation Encompass

Female Genital Mutilation

Mandatory reporting duty: Click here for government guidance

This is a legal duty for all professionals undertaking teaching work to report known cases of FGM to the police via 101. This is when they:

1. Are informed by a girl under 18 that an act of FGM has been carried out on her; or
2. Observe physical signs which appear to show that an act of FGM has been carried out

These cases must be referred to the DSL who will support them to carry out their duty. It is also advised any referrals made to the police under the mandatory reporting duty is followed up with children's social care so an assessment of need and support is concurrently considered.

Travel:

National guidance has highlighted going on holiday to a risk affected country is cause for concern, local guidance has been developed to prevent discriminatory action against families from risk affected communities.

- Families are encouraged to notify the education setting when they are looking to travel during term time dates.
- This will prompt a conversation with the DSL/ specialist trained member of staff to discuss and explain what FGM is in that; it is significantly harmful and illegal to practice this.
- The setting will complete an FGM Referral Risk assessment (available on the Keeping Bristol Safe Partnership website) with the family to identify any support that the family may require in relation to FGM.
- Proportionate action is taken. Referrals to social care should NOT be automatically made – however should be made if there are high risk concerns identified from the FGM Referral Risk Assessment.
- These assessments should be saved onto the child's Safeguarding/Child Protection file to avoid duplication with new incidents of travel.

Online Safety

- Annex D of Keeping Children Safe in Education highlights additional actions schools should take to keep learners safe online.
- For concerns around individual cases where a child has been harmed through online mediums, advice and guidance can be made through the Professional Online Safeguarding Helpline, T: 0344 381 4772, E: helpline@saferinternet.org.uk

- Where there have been established cases of online abuse or grooming, the school settings should alert - Child Exploitation and Online Protection command (CEOP)

Mental health – linked to section within main body of this policy

Serious Youth Violence

To be read in conjunction with the above section around Child Criminal Exploitation. There has been local guidance issued on the issue of Offensive Weapons in Education Settings Guidance for Education Settings

It is important to note that should a weapon be used or there is threat of use, the police should be called immediately.

- The same day a weapon is found Safer Connections should be called for a multi-disciplinary assessment of risk. A Safer Connections Advisor will determine whether the young person meets the criteria for the 'Weapons in Schools Pathway' and coordinate the response with the Police and Youth Justice Service. If the criteria for a Weapons in School intervention is not met (in situations where there is evidence of threat or direct harm), a Safer Connections Advisor will support the school to take the appropriate measures for reporting and mitigating ongoing risk.
- Whilst it is acknowledged that the decision to exclude remains with the Head Teacher/Principal it is recommended that consultation with the Safer Connections Team is made so as not to further put the child at further risk of harm if they are excluded.
- Alternatives to exclusions should be considered first in recognition that by doing so a learner may be at further risk of harm out in the community.
- Police will be notified through the multi-agency discussion held at the 'Out of Court Disposals Panel' to prevent students unnecessarily getting a criminal record.

Preventing Radicalisation - The Prevent duty

All schools and colleges are subject to a duty under section 26 of the Counter-Terrorism and Security Act 2015 (the CTSA 2015), in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This duty is known as the Prevent duty.

The Prevent duty should be seen as part of schools' and colleges' wider safeguarding obligations. Designated safeguarding leads and other senior leaders should familiarise themselves with the revised Prevent duty guidance: for England and Wales, especially paragraphs 57-76, which are specifically concerned with schools (and also covers childcare).

The guidance is set out in terms of four general themes:

- risk assessment,
- working in partnership,
- staff training, and
- IT policies.

Private Fostering

A private fostering arrangement is one that is made privately (without the involvement of a local authority) for the care of a child:

- under the age of 16 years (under 18, if disabled)
- by someone other than a parent or close relative (*Close family relative is defined as a 'grandparent, brother, sister, uncle or aunt' and includes half-siblings and stepparents; it does not include great-aunts or uncles, great grandparents or cousins.)
- with the intention that it should last for 28 days or more.

Cases of private fostering arrangements must be reported to children's social care to ensure that needs are adequately made.

Statutory guidance states that this should be done at least 6 weeks before the arrangement is due to start or as soon as you are made aware of the arrangements. Not to do so is a criminal offence.

Further support and reasonable adjustments should be made by the education setting to promote achievement of positive educational outcomes.

Young Carers

A young carer is a person under 18 who regularly provides emotional and/or practical support and assistance for a family member who is disabled, physically or mentally unwell or who misuses substances.

The setting will support learners who are young carers to appropriate support. To find out what is available locally visit the Bristol City Council Website

The Carers Support Centre can undertake an assessment of need and provide bespoke support. For further information and to make a referral visit the Carers Support Centre website.

Children from Forced Migration

Children with a forced migration background may be more vulnerable to criminal or sexual exploitation or may have been trafficked. It is important that staff understand what signs to look out for, and understand the National Referral Mechanism procedures.

There are other specific safeguarding issues relating to this group for example adultification, age assessments, No Recourse to Public Funds, and coming from countries where practices such as underage or forced marriage or FGM may be more prevalent.

The setting will support staff to develop and embed a proactive whole school anti-racist approach and adopt a trauma informed approach when supporting these children and their families.

There are a range of specialist support services available in the city that can be accessed for further information visit the Resources for Refugees and Asylum Seekers in Bristol - Bristol City of Sanctuary web pages

Appendix F – Safeguarding Team Poster

A1046

Department for Education

Academy Articles of Association

For use by mainstream, special, 16-19, alternative provision academies and free schools, and studio schools

June 2021

For use by mainstream, special, 16-19, alternative provision academies and free schools, and studio schools

Contents

ACADEMY ARTICLES OF ASSOCIATION MODEL ONE

For use by mainstream, special, 16-19, alternative provision academies and free schools, and studio schools

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

COTHAM SCHOOL

COMPANY NUMBER: 07732888

As adopted by special resolution passed on 29 September 2021

ACADEMY ARTICLES OF ASSOCIATION MODEL ONE

For use by mainstream, special, 16-19, alternative provision academies and free schools, and studio schools

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

COTHAM SCHOOL

For use by mainstream, special, 16-19, alternative provision academies and free schools, and studio schools

Interpretation

1. In these Articles:-

    a. "the Academy" means the school referred to in Article 4a and operated by the Academy Trust;

    b. "Academy Financial Year" means the academic year from 1st of September to 31st of August of the following year;

    c. "the Academy Trust" means the company intended to be regulated by these Articles and referred to in Article 2, subject to the definition of this term at Article 6.9(a) in relation to articles 6.2-6.4 and 6.6-6.8A;

    d. "the Articles" means these Articles of Association of the Academy Trust;

    e. "Chair" means the Chair of the Trustees, save that for the purposes of Articles 23 – 44 chair means the individual appointed as chair of a General Meeting pursuant to Article 25;

    f. Not used;

    g. "clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is to take effect;

    h. "Co-opted Trustee" has the meaning contained in Article 58;

    i. "electronic form" has the meaning given in section 1168 of the Companies Act 2006;

    j. "financial expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

    k. Not used;

    l. "Funding Agreement" means the agreement between the Academy Trust and the Secretary of State, including funding arrangements, obligations and termination provisions;

m. "Governance Professional" means the Governance Professional to the Trustees or any other person appointed to perform the duties of the Governance Professional to the Trustees, including a joint, assistant or deputy Governance Professional;

n. "Local Authority Associated Person" means any person associated (within the meaning given in section 69(5) of the Local Government and Housing Act 1989) with any local authority by which the Academy Trust is influenced;

o. Not used;

p. "Member" means a member of the Academy Trust and someone who, as such, is bound by the undertaking contained in Article 8;

q. "the Memorandum" means the Memorandum of Association of the Academy Trust;

r. "Office" means the registered office of the Academy Trust;

s. "Parent" includes any person with parental responsibility or care for a pupil, student, or child;

t. Not used;

u. "Parent Trustees" means the Trustees elected or appointed pursuant to Articles 53 – 56B inclusive;

v. "Headteacher" means the head teacher of the Academy;

w. "Principal Regulator" means the body or person appointed as the Principal Regulator under the Charities Act 2011;

x. "the seal" means the common seal of the Academy Trust, if it has one;

y. "Secretary of State" means the Secretary of State for Education or successor;

z. "Serious Criminal Offence" means any criminal offence excluding those which have been spent under the Rehabilitation of Offenders Act 1974 and excluding any offence for which the maximum sentence is a fine or a lesser sentence, except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011;

aa. "Special Educational Needs" has the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014;

bb. "teacher" means a person employed under a contract of employment or a contract for services or otherwise engaged to provide their services as a teacher at the Academy;

cc. "the Trustees" means the directors of the Academy Trust (and "Trustee" means any one of those directors), subject to the definition of this term at Article 6.9(b) in relation to Articles 6.2-6.4 and 6.6-6.8A[1];

dd. "the United Kingdom" means Great Britain and Northern Ireland;

ee. "Vice-Chair" means the Vice-Chair of the Trustees;

ff. words importing the singular number shall include the plural number, and vice versa;

gg. subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate;

hh. any reference to a statute or statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto;

ii. any reference to a document being 'signed' includes being executed under hand or seal or by any other method, and in the case of communication in electronic form, such references are to its being authenticated as specified by the Companies Act 2006;

jj. any reference to communication or documents being 'in writing' or 'written'

[1] Trustees perform similar governance functions to those of governing bodies in maintained schools.

includes communications or documents which are in electronic form.

Academy Trust name and registered office

2. The company's name is **Cotham School** (and in this document it is called "the **Academy Trust**").

3. The Academy Trust's registered office is to be situated in England and Wales.

Charitable objects

4. The Academy Trust's objects ("the **Objects**") is specifically restricted to the following:

a. to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing, by establishing, maintaining, carrying on, managing and developing a school offering a broad and balanced curriculum ("the **Academy**"); and

b. to promote for the benefit of the inhabitants of Bristol and the surrounding area the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.

Powers of the Academy Trust

5. In furtherance of the Objects but not further or otherwise the Academy Trust may exercise the following powers:

a. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Academy Trust;

b. to raise funds and to invite and receive contributions provided that in raising funds the Academy Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

c. to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

d. subject to Articles 6.6-6.8A below to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;

e. to establish or support, whether financially or otherwise, any charitable companies, trusts, associations or institutions formed for all or any of the Objects;

f. to co-operate with other charities, other independent and maintained schools, academies and institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;

g. to pay out of funds of the Academy Trust the costs, charges and expenses of and incidental to the formation and registration of the Academy Trust;

h. to establish, maintain, carry on, manage and develop the Academy;

i. to offer scholarships, exhibitions, prizes and awards to pupils and students and former pupils and former students, and otherwise to encourage and assist the educational attainment of pupils and students and former pupils and former students;

j. to provide educational facilities and services to students of all ages and the wider community for the public benefit;

k. to carry out research into the development and application of new techniques in education and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools, educational institutions and the voluntary sector to the education of pupils and students in academies;

l. subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Academy Trust, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Academy Trust may think fit;

m. to deposit or invest any funds of the Academy Trust not immediately required for the furtherance of its Objects (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);

n. to delegate the management of investments to a financial expert, but only on terms that:

   i. the investment policy is set down in writing for the financial expert by the Trustees;

   ii. every transaction is reported promptly to the Trustees;

   iii. the performance of the investments is reviewed regularly with the Trustees;

   iv. the Trustees are entitled to cancel the delegation arrangement at any time;

   v. the investment policy and the delegation arrangement are reviewed at least once a year;

   vi. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

   vii. the financial expert must not do anything outside the powers of the Trustees;

o. to arrange for investments or other property of the Academy Trust to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;

p. to provide indemnity arrangements to Trustees in accordance with, and subject to the conditions of section 232 to 235 of the Companies Act 2006, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly;

q. not used;

r. to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy Trust; and

s. to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

Use of income and property

6.1 The income and property of the Academy Trust shall be applied solely towards the promotion of the Objects.

6.2 None of the income or property of the Academy Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Academy Trust. Nonetheless a Member of the Academy Trust who is not also a Trustee[2] may:

a. benefit as a beneficiary of the Academy Trust;

b. be paid reasonable and proper remuneration for any goods or services supplied to the Academy Trust;

c. be paid rent for premises let by the Member to the Academy Trust if the amount of the rent and other terms of the letting are reasonable and proper; and

[2] A Member who is also a Trustee is subject to the restrictions on trustee benefits in articles 6.3 – 6.9.

d. be paid interest on money lent to the Academy Trust at a reasonable and proper rate, such rate not to exceed 2% per annum below the base lending rate of a UK clearing bank selected by the Trustees, or 0.5%, whichever is the higher.

6.2A. The Trustees may only rely upon the authority provided by Article 6.2 to allow a benefit to a Member if each of the following conditions is satisfied:

a. the remuneration or other sums paid to the Member does not exceed an amount that is reasonable in all the circumstances;

b. the Trustees are satisfied that it is in the interests of the Academy Trust to contract with that Member rather than with someone who is not a Member. In reaching that decision the Trustees must balance the advantage of contracting with a Member against the disadvantages of doing so; and

c. the reason for their decision is recorded by the Trustees in the minute book.[3]

Trustees benefiting from indemnity arrangements

6.3 A Trustee may benefit from any indemnity insurance purchased at the Academy Trust's expense to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Academy Trust: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the Academy Trust.

6.4 A public company, which has shares listed on a recognised stock exchange and of

[3] This wording largely replicates the procedure for authorising a benefit to Trustees as set out in Article 6.8. Whilst the procedure for authorising a benefit to Trustees is also subject to a statutory framework under the Companies Act 2006, which is not applicable to Members, the Department nonetheless recommends that, in order to aid transparency and ensure good financial governance, this process is followed.

which any one Trustee holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Academy Trust.

Trustees' reasonable expenses and restrictions on benefits and payments

6.5 A Trustee may at the discretion of the Trustees be reimbursed from the property of the Academy Trust for reasonable expenses properly incurred by them when acting on behalf of the Academy Trust, but excluding expenses in connection with foreign travel.

6.6 No Trustee may:

a. buy any goods or services from the Academy Trust;

b. sell goods, services, or any interest in land to the Academy Trust;

c. be employed by, or receive any remuneration from the Academy Trust (other than the Headteacher to the extent they are a Trustee whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8);

d. or receive any other financial benefit from the Academy Trust

unless:

e. the payment is permitted by Article 6.7 and the Trustees follow the procedure and observe the conditions set out in Article 6.8; or

f. the Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

6.7 Subject to Article 6.8, a Trustee may:

a. receive a benefit from the Academy Trust in the capacity of a beneficiary of the Academy Trust;

b. be employed by the Academy Trust or enter into a contract for the supply of goods or services to the Academy Trust, other than for acting as a Trustee;

c. receive interest on money lent to the Academy Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees, or 0.5%, whichever is the higher; and

d. receive rent for premises let by the Trustee to the Academy Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

6.8 The Academy Trust and its Trustees may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:

a. the remuneration or other sums paid to the Trustee does not exceed an amount that is reasonable in all the circumstances;

b. the Trustee is absent from the part of any meeting at which there is discussion of:

   i. their employment, remuneration, or any matter concerning the contract, payment or benefit; or

   ii. their performance in the employment, or their performance of the contract; or

   iii. any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them that would be permitted under Article 6.7; or

   iv. any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7;

c. the Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;

d. save in relation to employing or contracting with the Headteacher(to the extent they are a Trustee), the other Trustees are satisfied that it is in the interests of the Academy Trust to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest);

e. the reason for their decision is recorded by the Trustees in the minute book; and

f. a majority of the Trustees then in office have received no such payments or benefit.

6.8A The provision in Article 6.6(c) that no Trustee may be employed by or receive any remuneration from the Academy Trust (other than the Headteacher to the extent they are a Trustee) does not apply to an employee of the Academy Trust who is subsequently elected or appointed as a Trustee save that this Article shall only allow such a Trustee to receive remuneration or benefit from the Academy Trust in their capacity as an employee of the Academy Trust and provided that the procedure as set out in Articles 6.8(b) and 6.8(c) is followed.

6.9 In Articles 6.2-6.4 and 6.6-6.8A:

a. "Academy Trust" shall include any company in which the Academy Trust:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the board of the company;

b. "Trustee" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as their partner;

c. the employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:

i. a partner;

ii. an employee;

iii. a consultant;

iv. a director;

v. a member; or

vi. a shareholder, unless the shares of the company are that of a public company which are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

Liability of Academy Trust Members

7. The liability of the Members of the Academy Trust is limited.

8. Every Member of the Academy Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Academy Trust's assets if it should be wound up while they are a Member or within one year after they cease to be a Member, for payment of the Academy Trust's debts and liabilities before they cease to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

Arrangements for Academy Trust property on closure of trust

9. If the Academy Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Academy Trust, but shall be given or transferred to some other charity or charities having objects similar to the Object which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Academy Trust by Article 6 above, chosen by the Members of the Academy Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.

10. Not used.

Restrictions on alterations to articles to protect charitable company status

11. No alteration or addition shall be made to or in the provisions of the Articles which would have the effect: (a) that the Academy Trust would cease to be a company to which

section 60 of the Companies Act 2006 applies; or (b) that the Academy Trust would cease to be a charity.

Members

12. The Members of the Academy Trust[4] shall comprise:

   a. the signatories to the Memorandum (until such time as they cease to be a Member); and

   b. any person appointed under Article 15A,

provided that at any time the minimum number of Members shall not be less than three.

12A. An employee of the Academy Trust cannot be a Member of the Academy Trust.

12B. There must be a majority of Members who are not also Trustees.

Rights to remove Members

13. Each person entitled to appoint Members in Article 12 shall have the right from time to time by written notice delivered to the Office to remove any Member appointed by them and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.

14. If any of the persons entitled to appoint Members in Article 12:

   a. in the case of an individual, die or become legally incapacitated;

   b. in the case of a corporate entity, cease to exist and are not replaced by a successor institution;

   c. becomes insolvent or makes any arrangement or composition with their creditors generally; or

   d. ceases to themselves be a Member,

their right to appoint Members under these Articles shall vest in the remaining

Members.

Disqualification and termination of membership

15. A Member shall cease to be a Member if:

 a. that Member (which is an individual) dies or becomes incapable by reason of illness or injury of managing and administering their own affairs;

 b. that Member has been declared bankrupt and/or their estate has been seized from their possession for the benefit of their creditors and the declaration or seizure has not been discharged, annulled or reduced, or if they are the subject of a bankruptcy restrictions order or an interim order;

 c. that Member is a corporate entity and:

  i. ceases to exist;

  ii. a resolution or order is made for the Member to be wound up or to enter into administration;

  iii. enters into any arrangement or composition with its creditors; or

  iv. becomes insolvent;

 d. that Member has been convicted of a Serious Criminal Offence;

 e. that Member has not provided to the Chair a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997 or if such a certificate discloses information which the Chair considers would make that Member unsuitable for their role. If a dispute arises as to whether the Member should be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final;

 f. that Member refuses to consent to any checks required by the Secretary of State under the provisions of the Funding Agreement or otherwise;

 g. that Member is found to be unsuitable to be a Member by the Secretary of

State under the provisions of the Funding Agreement;

h. that Member is employed by the Academy Trust;

i. that Member would be disqualified from being a Trustee of this Academy Trust for any other reason, regardless of whether they are also a Trustee.

15AA. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Member; and they are, or are proposed, to become such a Member, they shall upon becoming so disqualified give written notice of that fact to the Governance Professional.

Appointing and removing Members

15A. The Members may agree by passing a special resolution to appoint such additional Members as they think fit.

16. In addition to Article 13, the Members may agree by passing a special resolution to remove any Member(s). The Member whose proposed removal is the subject of the resolution shall not be entitled to vote on that resolution.

Members and the charitable objects

16A. In exercising their rights under these Articles and the Companies Act 2006, the Members shall not do anything or take any action which would cause the Academy Trust to contravene its Objects, and shall act in a way which they decide, in good faith, will be most likely to further the Objects of the Academy Trust.

Consent to become a Member

17. Every person nominated to be a Member of the Academy Trust shall sign a written consent to become a Member and sign the register of Members on becoming a Member.

Member resignation

18. Any Member may resign provided that after such resignation the number of Members is not less than three. A Member shall cease to be one immediately on the receipt by the Academy Trust of a notice in writing signed by the person or persons entitled to remove them under Articles 13 or 16 provided that no such notice shall take

effect when the number of Members is less than three unless it contains or is accompanied by the appointment of a replacement Member.

General Meetings

Annual General Meeting

19. The Academy Trust shall hold an Annual General Meeting each Academy Financial Year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Academy Trust and that of the next. Provided that so long as the Academy Trust holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or the following year. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint. All meetings other than the Annual General Meetings shall be called General Meetings.

Arrangements for General Meetings

20. The Trustees may call General Meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a General Meeting in accordance with that Act. If there are not within the United Kingdom sufficient Trustees to call a General Meeting, any Trustee or any Member of the Academy Trust may call a General Meeting.

Notice of General Meetings

21. General meetings shall be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote and together representing not less than 90% of the total voting rights at that meeting.

21A. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall also state that the Member is entitled to appoint a proxy. The notice shall be given to all the Members, to the Trustees and auditors.

22. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

23. No business shall be transacted at any meeting unless a quorum is present. A quorum is a majority of Members present in person or by proxy and entitled to vote upon the business to be transacted.

23A. A person may attend a General Meeting by telephone or by any suitable electronic means by which all those participating in the meeting are able to communicate with all other participants.

23B. A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. A meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chair of the meeting is located at that time.

24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

25. The Members present and entitled to vote at the meeting shall elect by ordinary resolution one of their number to be the chair and such election shall be binding on all Members and Trustees present at the meeting.

26. Not used.

27. A Trustee shall, notwithstanding that they are not a Member, be entitled to attend and speak at any General Meeting or Annual General Meeting.

28. The chair may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any

adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

29. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act 2006, a poll may be demanded:

a. by the chair; or

b. by at least two Members having the right to vote at the meeting; or

c. by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

30. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

32. A poll shall be taken as the chair directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. A poll demanded on the election of the chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the

continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

34. No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time, date and place at which the poll is to be taken.

35. A resolution in writing, which includes a resolution in electronic form, agreed by such number of Members as required if it had been proposed at a General Meeting shall be as effectual as if it had been passed at a General Meeting duly convened and held provided that a copy of the proposed resolution has been sent to every Member. The resolution may consist of several instruments in the like form each agreed by one or more Members.

Votes of Members

36. On the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

37. Not used.

38. No Member shall be entitled to vote at any General Meeting unless all moneys then payable by them to the Academy Trust have been paid.

39. No objections shall be raised to the qualification of any person to vote at any General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

Voting by proxy

40. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as

circumstances allow or in any other form which is usual or which the Trustees may approve):

> "I/We, ..., of ...., being a Member/Members of the above named Academy Trust, hereby appoint ...... of ......, or in their absence, ... of .... as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Academy Trust to be held on .....20[ ], and at any adjournment thereof.
>
> Signed on ..... 20[ ]"

41. Where it is desired to afford Members an opportunity of instructing the proxy how they shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

> "I/We, ..., of ...., being a Member/Members of the above named Academy Trust, hereby appoint .... of ...., or in their absence, ... of ......, as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Academy Trust, to be held on .... 20[ ], and at any adjournment thereof.
>
> This form is to be used in respect of the resolutions mentioned below as follows:
>
> Resolution No. 1 *for * against
>
> Resolution No. 2 *for * against.
>
> - Strike out whichever is not desired.
>
> Unless otherwise instructed, the proxy may vote as they think fit or abstain from voting.
>
> Signed on 20[ ]"

42. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the

Trustees may:

a. be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Academy Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

b. in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

c. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Governance Professional or to any Trustee,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Academy Trust at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

44. Any organisation which is a Member of the Academy Trust may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Academy Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which they represent as that organisation could exercise if it were an individual Member of the Academy Trust.

Trustees

45. The number of Trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

46. Subject to Articles 48-49 and 53, the Academy Trust shall have the following Trustees:

a. up to 4 Trustees, appointed under Article 50; and

b. a minimum of two Parent Trustees elected or appointed under Articles 53-56B.

47. The Academy Trust may also have any Co-opted Trustee appointed under Article 58.

48. The first Trustees shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.

49. Future Trustees shall be appointed or elected, as the case may be, under these Articles. Where it is not possible for such a Trustee to be appointed or elected due to the fact that an Academy has not yet been established, then the relevant Article or part thereof shall not apply.

Appointment of Trustees

50. The Members may appoint by ordinary resolution up to 4 Trustees.

50A. Not used.

50B. The total number of Trustees including the Headteacher, if they so choose to act as a Trustee under Article 57, who are employees of the Academy Trust shall not exceed one third of the total number of Trustees.[5]

51. Not used.

[5] Whilst the members can decide whether to appoint the trust's CEO/Headteacher as a trustee, the Department's strong preference is for no other employees to serve as trustees in order to retain clear lines of accountability through the trust's single executive leader.

52. Not used.

Parent Trustees

53. Subject to Article 56A, the Parent Trustees shall be elected by Parents of registered students at the Academy. A Parent Trustee must be a Parent of a registered student at the Academy at the time when they are elected.

54. The Board of Trustees shall make all necessary arrangements for, and determine all other matters relating to, an election of Parent Trustees, including term dates and any question of whether a person is a Parent of a registered student at the Academy. Any election of Parent Trustees which is contested shall be held by secret ballot.

55. The arrangements made for the election of a Parent Trustee shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if they prefer, by having their ballot paper returned to the Academy Trust by a registered student at the Academy.

56. Where a vacancy for a Parent Trustee is required to be filled by election, the Board of Trustees shall take such steps as are reasonably practical to secure that every person who is known to them to be a Parent of a registered student at the Academy is informed of the vacancy and that it is required to be filled by election, informed that they are entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.

56A. The number of Parent Trustees required shall be made up by Parent Trustees appointed by the Board of Trustees if the number of Parents standing for election is less than the number of vacancies.

56B. In appointing a Parent Trustee the Board of Trustees shall appoint a person who is the Parent of a registered student at the Academy; or where it is not reasonably practical to do so, a person who is the Parent of a child of above compulsory school age but not above the age of 19.

Headteacher as Trustee

57. Providing that the Headteacher agrees so to act, the Members may by ordinary resolution appoint the Headteacher as a Trustee.[6]

Co-opted Trustees

58. The Trustees may appoint Co-opted Trustees. A 'Co-opted Trustee' means a person who is appointed to be a Trustee by being Co-opted by Trustees who have not themselves been so appointed. The Trustees may not co-opt an employee of the Academy Trust as a Co-opted Trustee if thereby the number of Trustees who are employees of the Academy Trust would exceed one third of the total number of Trustees including the Headteacher to the extent they are a Trustee.

59 – 63. Not used.

Term of office

64. The term of office for any Trustee shall be four years, save that:

a. this time limit shall not apply to any post which is held ex officio;

b. the term of office may be shorter than four years for any Trustee except for Parent Trustees, if the Members (or in the case of a Co-opted Trustee, the Trustees) determine this at the time of appointment of such Trustee.

Subject to remaining eligible to be a particular type of Trustee, any Trustee may be re-appointed or re-elected.

Resignation and removal

65. A Trustee may resign their office by notice to the Academy Trust (but only if at least three Trustees will remain in office when the notice of resignation is to take effect).

[6] Members should carefully consider the benefits and risks of appointing the CEO/Headteacher as a trustee, seeking evidence to support their decisions. Any CEO/Headteacher serving as trustee should be excluded from discussions about salary and performance and others where there may be a conflict of interest. In accordance with their charitable duties, trustees must exercise independent judgement at all times, challenge proposals and seek evidence from a range of sources to support robust decision-making.

66. A Trustee may be removed by the person or persons who appointed or elected them, or otherwise by ordinary resolution of the Members in accordance with the Companies Act 2006.

67. Either the Trustee resigning, or those removing the Trustee shall give written notice thereof to the Governance Professional.

Disqualification of Trustees

68. A Trustee must be aged 18 or over at the date of election or appointment. No current pupil or current student of the Academy shall be a Trustee.

69. A Trustee shall cease to hold office if they become incapable by reason of illness or injury of managing or administering their own affairs.

70. A Trustee shall cease to hold office if they are absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that the Trustee's office be vacated.

71. A person shall be disqualified from holding or continuing to hold office as a Trustee if:

   a. they have been declared bankrupt and/or their estate has been seized from their possession for the benefit of their creditors and the declaration or seizure has not been discharged, annulled or reduced; or

   b. they are the subject of a bankruptcy restrictions order or an interim order.

72. A person shall be disqualified from holding or continuing to hold office as a Trustee at any time when they are subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

73. A Trustee shall cease to hold office if they cease to be a Trustee by virtue of any provision in the Companies Act 2006, or are disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

74. A person shall be disqualified from holding or continuing to hold office as a Trustee if they have been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which they were responsible or to which they were privy, or which their conduct contributed to or facilitated.

75. Not used.

76. Not used.

77. A person shall be disqualified from holding or continuing to hold office as a Trustee where they have, at any time, been convicted of a Serious Criminal Offence.

78. After the Academy has opened, a person shall be disqualified from holding or continuing to hold office as a Trustee if that person does not provide the Chair with a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997 or if such a certificate discloses information which the Chair considers would make that person unsuitable for their role. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

78A A person (including the Chair) shall be disqualified from holding or continuing to hold office as a Trustee if that person:

a. refuses to consent to any checks required by the Secretary of State under the provisions of the Funding Agreement, the Education (Independent School Standards) Regulations 2014 or otherwise; or

b. is found to be unsuitable to be a Trustee by the Secretary of State under the provisions of the Funding Agreement or the Education (Independent School Standards) Regulations 2014.

79. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Trustee; and they are, or are proposed, to become such a Trustee, they shall upon becoming so disqualified give written notice of that fact to the Governance Professional.

Disqualification of those on committees including Local Governing Bodies

80. Articles 68 to 74, Articles 77 to 78, Article 79 and Articles 97 to 98 also apply to any member of any committee or delegate of the Trustees who is not a Trustee.

Governance Professional to the Trustees

81. The Trustees must appoint a Governance Professional. The Governance Professional shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; and any Governance Professional so appointed may be removed by them. The Governance Professional shall not be a Trustee, or the Headteacher. Notwithstanding this Article, the Trustees may, where the Governance Professional fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Governance Professional for the purposes of that meeting. The Governance Professional may, but need not be, the appointed company secretary of the Academy Trust.

Chair and Vice-Chair of the Trustees

82. The Trustees shall each school year elect a Chair and a Vice-Chair from among their number. A Trustee who is employed by the Academy Trust shall not be eligible for election as Chair or Vice-Chair.

83. Subject to Article 84, the Chair or Vice-Chair shall hold office as such until a successor has been elected in accordance with Article 85.

84. The Chair or Vice-Chair may at any time resign their office by giving notice in writing to the Governance Professional. The Chair or Vice-Chair shall cease to hold office if they:

a. cease to be a Trustee;

b. are employed by the Academy Trust;

c. are removed from office in accordance with these Articles; or

d. in the case of the Vice-Chair, they are elected in accordance with these Articles to fill a vacancy in the office of Chair.

85. Where by reason of any of the matters referred to in Article 84, a vacancy arises in the office of Chair or Vice-Chair, the Trustees shall at their next meeting elect one of their number to fill that vacancy.

86. Where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice-Chair shall act as the Chair for the purposes of the meeting.

87-89. Not used.

90. The Trustees may remove the Chair or Vice-Chair from office in accordance with these Articles.

91. A resolution to remove the Chair or Vice-Chair from office which is passed at a meeting of the Trustees shall not have effect unless:

a. it is confirmed by a resolution passed at a second meeting of the Trustees held not less than fourteen days after the first meeting; and

b. the matter of the Chair's or Vice-Chair's removal from office is specified as an item of business on the agenda for each of those meetings.

92. Before the Trustees resolve at the relevant meeting on whether to confirm the resolution to remove the Chair or Vice-Chair from office, the Trustee or Trustees proposing their removal shall at that meeting state their reasons for doing so and the Chair or Vice-Chair shall be given an opportunity to make a statement in response.

Powers of the Trustees

93. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Academy Trust shall be managed by the Trustees who may exercise all the powers of the Academy Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

94. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:

a. to expend the funds of the Academy Trust in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Academy Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects; and

b. to enter into contracts on behalf of the Academy Trust.

95. In the exercise of their powers and functions, the Trustees may consider any advice given by the Headteacher to the extent they are not a Trustee and any other executive officer.

96. Any bank account in which any money of the Academy Trust is deposited shall be operated by the Trustees in the name of the Academy Trust. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Trustees.

Conflicts of interest

97. Any Trustee who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with their duties as a Trustee shall disclose that fact to the Trustees as soon as they become aware of it. A Trustee must be absent from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Academy Trust and any duty or personal interest (including but not limited to any Personal Financial Interest).

98. For the purpose of Article 97, a Trustee has a Personal Financial Interest in the employment or remuneration of, or the provision of any other benefit to, that Trustee as permitted by and as defined by Articles 6.5-6.8A.

The minutes

99. The minutes of the proceedings of a meeting of the Trustees shall be recorded and kept for the purpose by the person acting as Governance Professional for the purposes of the meeting; and shall be signed (subject to the approval of the Trustees) at the same or next subsequent meeting by the person acting as chair thereof.

Committees

100. Subject to these Articles, the Trustees:

a. not used;

b. may establish any committee they determine necessary.

101. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Trustees. The establishment, terms of reference, constitution and membership of any committee of the Trustees shall be reviewed at least once in every twelve months. The membership of any committee of the Trustees may include persons who are not Trustees, provided that a majority of members of any such committee shall be Trustees. No vote on any matter shall be taken at a meeting of a committee of the Trustees unless the majority of members of the committee present are Trustees.

101A. Not used.

102. Not used.

103. Not used.

104. The functions, duties and proceedings of committees shall be subject to regulations made by the Trustees from time to time.

Delegation

105. The Trustees may delegate any of their powers or functions (including the power to sub-delegate) to any Trustee, committee, the Headteacher or any other holder of an executive office. Any such delegation shall be made in writing and subject to any conditions the Trustees may impose, and may be revoked or altered.

105A. A Trustee, committee, the Headteacher or any other holder of an executive office to whom a power or function of the Trustees is delegated under Article 105 may further sub-delegate those powers or functions (or any of them) to a further person. Where any power or function of the Trustees is sub-delegated by any person to whom it has been delegated, that person must inform the Trustees as soon as reasonably practicable which powers and functions have been further delegated and to whom, and any such sub-delegation shall be made subject to any conditions the Trustees may impose, and may be revoked or altered by the Trustees.

106. Where any power or function of the Trustees has been exercised by any committee, any Trustee, the Headteacher any other holder of an executive office, or a person to whom a power or function has been sub-delegated under Article 105A, that person or committee shall report to the Trustees in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Trustees immediately following the taking of the action or the making of the decision.

Appointing and delegating to the Headteacher

107. The Trustees shall appoint the Headteacher of the Academy. The Trustees may delegate such powers and functions as they consider are required by the Headteacher for the internal organisation, management and control of the Academy (including the implementation of all policies approved by the Trustees and for the direction of the teaching and curriculum at the Academy).

Meetings of the Trustees

Proceedings at Trustee meetings

108. Subject to these Articles, the Trustees may regulate their proceedings as they think fit.

109. The Trustees shall hold at least three meetings in every school year. Meetings of the Trustees shall be convened by the Governance Professional. In exercising the functions under this Article the Governance Professional shall comply with any direction:

a. given by the Trustees; or

b. given by the Chair, or in their absence, the Vice-Chair, so far as such direction is not inconsistent with any direction given as mentioned in (a).

110. Any three Trustees may, by notice in writing given to the Governance Professional, requisition a meeting of the Trustees; and it shall be the duty of the Governance Professional to convene such a meeting as soon as is reasonably practicable.

111. Each Trustee shall be given at least seven clear days before the date of a meeting:

a. notice in writing thereof by the Governance Professional, and sent to each Trustee at the address provided by each Trustee from time to time; and

b. a copy of the agenda for the meeting,

provided that where the Chair or, in their absence, the Vice-Chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as they direct.

112. The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

113. A resolution to rescind or vary a resolution carried at a previous meeting of the Trustees shall not be proposed at a meeting of the Trustees unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

114. A meeting of the Trustees shall be terminated forthwith if:

a. the Trustees so resolve; or

b. the number of Trustees present ceases to constitute a quorum for a meeting of the Trustees in accordance with Article 117, subject to Article 119.

115. Where in accordance with Article 114 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Governance Professional as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.

116. Where the Trustees resolve in accordance with Article 114 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Trustees shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Governance Professional to convene a meeting accordingly.

Quorum for Trustee meetings

117. Subject to Article 119, the quorum for a meeting of the Trustees, and any vote on any matter thereat, shall be any three Trustees, or where greater, any one third (rounded up to a whole number) of the total number of Trustees holding office at the date of the meeting, who are in each case present at the meeting and entitled to vote on the matters to be resolved.

118. The Trustees may act notwithstanding any vacancies in their number, but, if the numbers of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a General Meeting.

119. The quorum for the purposes of:

a. any vote on the removal of a Trustee in accordance with Article 66; and

b. any vote on the removal of the Chair of the Trustees in accordance with Article 90,

shall be any two-thirds (rounded up to a whole number) of the persons who are at the time Trustees present at the meeting and entitled to vote on those respective matters.

Voting at Trustee meetings

120. Subject to these Articles, every question to be decided at a meeting of the Trustees shall be determined by a majority of the votes of the Trustees present and

voting on the question. Every Trustee shall have one vote.

121. Subject to Articles 117-119, where there is an equal division of votes, the chair of the meeting shall have a casting vote in addition to any other vote they may have.

122. The proceedings of the Trustees shall not be invalidated by:

a. any vacancy among their number; or

b. any defect in the election, appointment or nomination of any Trustee.

123. A resolution in writing, which includes a resolution in electronic form, signed by all the Trustees entitled to receive notice of and vote at a meeting of Trustees or of a committee of Trustees, shall be valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed or authenticated by one or more of the Trustees.

Making the minutes of Trustee meetings available

124. Subject to Article 125, the Trustees shall ensure that a copy of:

a. the agenda for every meeting of the Trustees;

b. the draft minutes of every such meeting, if they have been approved by the person acting as chair of that meeting;

c. the signed minutes of every such meeting; and

d. any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.

125. There may be excluded from any item required to be made available in pursuance of Article 124, any material relating to:

a. a named teacher or other person employed, or proposed to be employed, at the Academy;

b. a named pupil or named student at, or candidate for admission or referral to, the Academy; and

c. any matter which, by reason of its nature, the Trustees are satisfied should remain confidential.

Participation at meetings

126. Any Trustee shall be able to participate in meetings of the Trustees by telephone or by any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

126A. A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chair of the meeting is located at that time.

Patrons and honorary officers

127. The Trustees may from time to time appoint any person whether or not a Member of the Academy Trust to be a patron of the Academy Trust or to hold any honorary office and may determine for what period they are to hold such office.

The seal

128. The seal, if any, shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Governance Professional or by a second Trustee.

Accounts

129. Accounts shall be prepared in accordance with the relevant statement of recommended practice published by the Charity Commission from time to time (the "**Statement of Recommended Practice**") as if the Academy Trust was a non-exempt charity, and Parts 15 and 16 of the Companies Act 2006, and the Academy Trust shall

file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

Annual Report

130. The Trustees shall prepare the Annual Report in accordance with the Statement of Recommended Practice as if the Academy Trust was a non-exempt charity and shall file this with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

Confirmation statement

131. The Trustees shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation and delivery of a confirmation statement to the Registrar of Companies.

Notices

132. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Trustees) shall be in writing, which includes being given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

133. A notice may be given by the Academy Trust to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at their registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Academy Trust by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Academy Trust an address within the United Kingdom at which notices may be given to them, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to them at that address, but otherwise no such Member shall be entitled to receive any notice from the Academy Trust.

134. A Member present, either in person or by proxy, at any meeting of the Academy Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

135. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by The Chartered Governance Institute UK & Ireland shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

Indemnity

136. Subject to the provisions of the Companies Act 2006 and Article 6.3, every Trustee or other officer or auditor of the Academy Trust shall be indemnified out of the assets of the Academy Trust against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Academy Trust.

Rules

137. The Trustees may make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Academy Trust including, but not limited to, how they take decisions, including the procedure at meetings, and the means of recording and communicating such rules to Trustees and Members, insofar as such rules are not already regulated by the Articles.

138. The Academy Trust in general meetings shall have power to alter, add or to repeal the rules or bye laws. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

Avoiding influenced company status

139. Notwithstanding the number of Members from time to time, the maximum

aggregate number of votes exercisable by Local Authority Associated Persons shall never exceed 19.9% of the total number of votes exercisable by Members in general meeting and the votes of the other Members having a right to vote at the meeting will be increased on a pro-rata basis.

140. No person who is a Local Authority Associated Person may be appointed or elected as a Trustee if, once the appointment or election had taken effect, the number of Trustees who are Local Authority Associated Persons would represent 20% or more of the total number of Trustees. Upon any resolution put to the Trustees, the maximum aggregate number of votes exercisable by any Trustees who are Local Authority Associated Persons shall represent a maximum of 19.9% of the total number of votes cast by the Trustees on such a resolution and the votes of the other Trustees having a right to vote at the meeting will be increased on a pro-rata basis.

141. No person who is a Local Authority Associated Person is eligible to be appointed or elected to the office of Trustee unless their appointment or election to such office is authorised by the local authority to which they are associated.

142. If at the time of either their becoming a Member of the Academy Trust or their first appointment or election to office as a Trustee any Member or Trustee was not a Local Authority Associated Person but later becomes so during their membership or tenure as a Trustee they shall be deemed to have immediately resigned their membership and/or resigned from their office as a Trustee as the case may be.

143. If at any time the number of Trustees or Members who are also Local Authority Associated Persons would (but for Articles 139 to 142 inclusive) represent 20% or more of the total number of Trustees or Members (as the case may be) then a sufficient number of the Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Trustees or Members (as the case may be) immediately before the occurrence of such an event to ensure that at all times the number of such Trustees or Members (as the case may be) is never equal to or greater than 20% of the total number of Trustees or Members (as the case may be). Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in order of their appointment or election date the most recently appointed or elected resigning first.

144. The Members will each notify the Academy Trust and each other if at any time they believe that the Academy Trust or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act) 1989.

Department
for Education

About this publication:
enquiries www.education.gov.uk/contactus

download www.gov.uk/government/publications

Follow us on Twitter:
@educationgovuk

Like us on Facebook:
facebook.com/educationgovuk

A1091

In accordance with Section 24 of the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

Companies House

What this form is for	What this form is NOT for	
You may use this form to state that the restrictions to change articles have been observed.	You cannot use this form for notifying a change of articles that are not restricted.	For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number	0 7 7 3 2 8 8 8
Company name in full	Cotham School

→ Filling in this form
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Statement of compliance ❶

The above company certifies that the amendment has been made in accordance with the company's articles and, where relevant, any applicable order of a court or other authority.

❶ Please note:
This form must accompany the document making or evidencing the amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signatu[redacted]

X X

This form may be signed by:
Director ❷, Secretary, Person authorised ❸, Liquidator, Administrator, Administrative receiver, Receiver, Receiver manager, Charity Commission receiver and manager, CIC manager, Judicial factor.

❷ Societas Europaea
If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

❸ Person authorised
Under either section 270 or 274 of the Companies Act 2006.

A1092

CC03

Statement of compliance where amendment of articles restricted

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Rosie Phillips
Company name	Veale Wasbrough Vizards
Address	Narrow Quay House
	Narrow Quay
Post town	Bristol
County/Region	
Postcode	B S 1 4 Q A
Country	United Kingdom
DX	7831 Bristol
Telephone	0117 9252020

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

Important information

Please note that all information on this form will appear on the public record.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk