



Department
for Education

Supplemental agreement: multi- academy model

November 2018

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INTRODUCTION

- 1) This Agreement is being entered into in acknowledgement of the completion of a Supplemental Funding Agreement (the "Supplemental Funding Agreement") which, with its Master Funding Agreement (the "Master Funding Agreement"), dated 30 September 2014 as varied by deed of variation dated 19 December 2022 (together (the "Funding Agreement") made under section 1 of the Academies Act 2010 between the Secretary of State for Education ("the Secretary of State") and Four Stones Gateway Trust a company limited by guarantee registered at Companies House with company number 09115941 ("the Company").
- 2) This Agreement is made between
 - a) the Secretary of State; and
 - b) Richard Neil Woolley and David Stephen Simons, the trustees for and on behalf of King Charles The First's School Foundation an unincorporated charitable trust registered with the Charity Commission with number 527596 ("the Trustees"); and
 - c) the Company
- 3) Not used.
- 4) The Company is also a party to this Agreement solely to acknowledge the commitments made by both the Secretary of State and the Trustees to each other and to make the commitments set out in clauses 14 and 28.
- 5) In this Agreement the following words and expressions shall have the following meanings:-

"Articles of Association" means the Memorandum and Articles of Association of the Company for the time being in force;

“DfE” means Department for Education;

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

“Insured/covered Risks” means fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave impact, terrorism, bursting or overflowing of water tanks and pipes, earthquake, damage by aircraft and other aerial devices or articles dropped there from, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Trustees or Company (as determined by clause 14) insures against from time to time subject in all cases to any exclusions or limitations as may apply from time to time.

“Land” means the land (including for the avoidance of doubt all buildings, structures, standing water, landscaping and other erections) owned by the official custodian for charities on behalf of the King Charles The First’s School Foundation situated at and known as King Charles I School, Hill Grove House, Comberton Road, Kidderminster, DY10 1XA and registered under title number WR129600 from which the Academy operates;

“Termination Warning Notice” means any warning notice that may be served under and in accordance with the terms of the Funding Agreement.

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

“party” means any party to this Agreement;

“persons” includes a body of persons, corporate or incorporate;

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

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

LEGAL AGREEMENT FOR USE OF LAND

- 8) In consideration of:

a) the Company undertaking to the Secretary of State to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as the **King Charles I School** ("the Academy") and having such characteristics as are referred to in clause 1.13 of the Master Funding Agreement and in the Articles of Association; and

- b) the Secretary of State:

i. agreeing to make payments to the Company in accordance with the conditions and requirements set out in the Funding Agreement, and

ii. undertaking to the Trustees as set out in this Agreement;

the Trustees undertake to the Secretary of State to make the Land available for use by the Company in a manner consistent with any restrictions imposed on the Trustees at law and pursuant to any trust deed governing the Trustees' ownership of the Land and with the terms of this Agreement.

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

a) the termination of the Funding Agreement; and

b) the date upon which any termination of this Agreement arises pursuant to clause 24.

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

- 11) Clause 16 of this Agreement shall continue to apply for as long as the Secretary of State has power to exercise any discretion in relation to the Land pursuant to Schedule 1 of the Academies Act 2010.
- 12) Not used.
- 13) Not used.

PROTECTION OF PUBLIC INVESTMENT IN LAND

OPTION 2 FOR CLAUSE 14: FOR SCHOOLS WHERE THE COMPANY WILL INSURE THE LAND.

- 14) Whilst the Academy operates from the Land otherwise than pursuant to a lease between the Trustees and the Company and in recognition of the funding provided by the Secretary of State to the Company for the running costs of the Academy, including, but not limited to, grant advanced for the purposes of enabling repairs, servicing, maintenance and arranging for appropriate insurance of any buildings on the Land and its grounds, provided that the Company meets the cost of such repairs, servicing, maintenance and insurance, including all reasonable costs of the Trustees, the Trustees will:
- a) facilitate any maintenance, upkeep or replacement of any buildings or facilities on the Land by the Company so that the Company may keep the Land clean and tidy and may make good any damage it causes to the Land and / or any deterioration to the condition of the Land consequent upon its use of the same that may arise from the date of this Agreement;
 - b) facilitate the following:
 - i) at the Company's expense the maintaining of insurance of the land by the Company in the joint names of the Company and the Trustees with a reputable insurance office or through the Risk Protection Arrangement against loss or damage by the Insured Risks in the sum

the Company is advised represents the reinstatement value of the Land from time to time;

- ii) the payment of the premiums for insurance by the Company promptly as they become due and maintaining in force by the Company of the policies of insurance on the Land;
 - iii) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like from the Trustees or as may otherwise be required by law the application of the proceeds of the policy of the insurance received for those purposes in the rebuilding and reinstating of the Land by the Company (provided that this clause should be satisfied if the Company and/or the Trustees provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
 - iv) the production by the Company to the Trustees and the Secretary of State of a copy of any insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);
 - v) the Company insuring against liability in respect of property owners' and third party risks including occupiers liability;
- c) together with the Company not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable; and

the Company will:

- d) keep the Land insured in the joint names of the Company and the Trustees with a reputable insurance office or through the Risk Protection Arrangement

against loss or damage by the Insured Risks in the sum the Company is advised represents the reinstatement value of the Land from time to time;

- e) pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Land;
 - f) following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like from the trustees or as may otherwise be required by law apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Land (provided that this clause should be satisfied if the Company provides premises not necessarily identical to the Land as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;
 - g) produce to the Trustees and the Secretary of State a copy of any insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases;
 - h) not knowingly do anything whereby any policy of insurance relating to the Land may become void or voidable;
 - i) insure against liability in respect of property owners' and third party risks including occupiers liability.
 - j) meet all reasonable costs of the Trustees in relation to insurance, repairs, scrutiny, maintenance and improvement of the Land.
- 15) While the Academy operates from the Land or part of it pursuant to a lease between the Trustees and the Company in so far as clause 14 regulates occupation the terms of the lease shall prevail.
- 16) In the exercise of any discretion that the Secretary of State shall have either in

relation to the Land as a consequence of this agreement or pursuant to Schedule 1 of the Academies Act 2010, the Secretary of State agrees to comply with any guidance issued by them in relation to the disposal of publicly funded land that is no longer to be used for the Academy.

- 17) Not used.
- 18) Not used.
- 19) Not used.
- 20) Not used.
- 20A) Not used.
- 20B) Not used.
- 20C) Not used.
- 20D) Not used.
- 20E) Not used.
- 20F) Not used.
- 21) Not used.
- 22) Not used.
- 23) Not used.
- 23A) Not used.
- 23B) Not used.
- 23C) Not used.

23D) Not used.

23E) Not used.

23F) Not used.

23G) Not used.

TERMINATION

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

25) Not used.

26) Not used.

MISCELLANEOUS

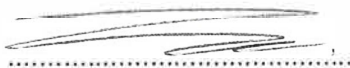
27) Any notice or other communication concerning this Agreement shall be sent, in the case of a notice or communication from the Secretary of State to the Trustees at their registered offices or such other addressees/addresses as may be notified in writing from time to time by the Trustees and, in the case of a notice or communication from the Trustees to the Secretary of State to Head of Academies Division, Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.

28) a) The Company shall not enter into any other agreement with any person, the terms of which are inconsistent with, or contrary, the terms of this Agreement.

- (b) If the Company, in breach of clause 28(a), enters into such an agreement, then, in so far as any clause or clauses of that agreement are inconsistent with, or contrary to, the terms of this Agreement ('the conflicting clauses') the parties agree that, to the extent they are lawfully permitted to do so, they will:
- i) treat the conflicting clauses as if they were void and of no effect;
 - ii) not rely on or enforce the conflicting clauses; and
 - iii) not act in accordance with the conflicting clauses.
- 29) No term of this Agreement is intended to give any entitlement as against any party to any person who is not a party to this Agreement and no term of this Agreement may be enforced by any person other than a party under the Contracts (Rights of Third Parties) Act 1999.
- 30) Save for clause 28 the obligations of the parties are several and for the avoidance of doubt none of the Company or Trustees shall be deemed to be liable in respect of the acts or omissions of the other as between these parties and the Secretary of State.
- 31) For the avoidance of doubt nothing in this Agreement is intended to vary or amend any provision of the Funding Agreement or any obligation arising under it.

This Agreement was executed as a Deed on 29-10-2025

Executed on behalf of **Four Stones Gateway Trust** by:


.....
Director

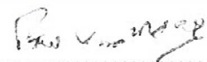
In the presence of:

Witness.......... LISA BILL

Address...C/O LACON CHILDE SCHOOL

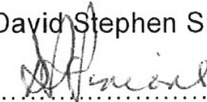
Occupation ~~CHARGE~~ MANAGER

Executed on behalf of the Trustees by Richard Neil Woolley


.....

and

David Stephen Simons


.....

two of their number under an authority
conferred pursuant to section 333 of the Charities
Act 2011

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




.....
Duly Authorised



Department
for Education

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