

DATED 22 December 2017

(1) CROMWELL ACADEMY

(2) ACES ACADEMIES TRUST

TRANSFER AGREEMENT
Re: CROMWELL ACADEMY

THIS AGREEMENT is made on

22 December

2017

BETWEEN:

- (1) **CROMWELL ACADEMY** a charitable company incorporated in England and Wales with registered company number 09021722 whose registered address is at Parkway, Huntingdon, Cambridgeshire, PE29 6JA (the "**Transferor**"); and
- (2) **ACES ACADEMIES TRUST** a charitable company incorporated in England and Wales with company number 07732319 whose registered office is at Hinchbrook School, Bampton Road, Huntingdon, Cambridgeshire, PE29 3BN (the "**Transferee**").

WHEREAS

- (A) The Transferor is the proprietor of Cromwell Academy of Parkway, Huntingdon, Cambridgeshire, PE29 6JA and has agreed to transfer the assets, contracts and staff used or employed at the Academy and school finances for the Academy to the Transferee with effect from the Transfer Date on the terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words shall have the following meanings:-

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|------------------------------|---|
| "Academy" | means the academy currently run by the Transferor and known as Cromwell Academy, Parkway, Huntingdon, Cambridgeshire, PE29 6JA which will be run by the Transferee from the Transfer Date pursuant to the New Funding Agreement; |
| "Academy Employees" | means any employees of the Transferor or of any other persons who are assigned to the Academy or to services provided in connection with the Academy; |
| "Assets" | <p>means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Transferor exclusively for the purposes of the Academy including but not limited to:</p> <ul style="list-style-type: none">- all equipment, furniture, fixtures and fittings on the site or sites of the Academy subject to and with the benefit of any contracts in respect thereof in place as at the Transfer Date; and- all rights of the Transferor in respect of computer software used exclusively by the Academy whether granted by licence or otherwise (to the extent only that such software can be transferred without the consent of the software provider);- all rights to use the name of the Academy and all logos and domain names used exclusively by the Academy;- the benefit of any grants or loans made to the Academy in respect of periods before the Transfer Date; |
| "Assumed Liabilities" | means all debts, liabilities and obligations of any nature incurred by the Transferor in relation to the Academy and whether actual or contingent, whether or not due or outstanding on or have accrued at the |

	Transfer Date but not including the Insured Liabilities or the Excluded Liabilities;
“Contractor”	means a contractor providing services to the Transferee to whom the contract of employment of any Transferring Employee is transferred pursuant to the Regulations on or after the Transfer Date;
“Contracts”	means the contracts (including any collateral warranties, guarantees, bonds and third party rights in favour of or which benefit the Transferor (irrespective of whether the Transferor is a signatory to the same)) entered into by the Transferor exclusively for the purpose of operating the Academy in the ordinary course of business and which are still in force at the Transfer Date, listed in Schedule 2 (List of Contracts);
“Data Protection Legislation”	means the Data Protection Act 1998 (“DPA”), and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner;
“Directive”	means the Safeguarding of Employees Directive (2001/23/EC) (as amended, re-enacted or extended from time to time);
“Eligible Employees”	means the Transferring Employees who are active members of or eligible to join either the LGPS or the TPS immediately before the Transfer Date;
“Employee Liability Information”	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the Regulations
“Employee Schedule”	means a list of all Academy Employees as at the date that the list is provided to the Transferee;
“Encumbrance”	means any mortgage, charge, pledge, lien, equity, option, restriction, right of refusal, right of pre-emption, third party right or interest, any other encumbrance or security interest of any kind, and any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;
“Excluded Liabilities”	means any Loss which arises as a result of an act or omission of the Transferor or its directors which the Transferor's directors knew to be a breach of trust or breach of duty or which was committed by that person or persons in reckless disregard of whether it was such a breach of duty or trust;
“Final Employee Schedule”	means a list of all Academy Employees as at the Transfer Date;
“Insured Liabilities”	means all liabilities of the Transferor to the extent that they are fully indemnified under any insurance policy of the Transferor;
“Intellectual Property Rights” or “IPR”	means intellectual property rights whether registered or not, including any patents, copyright and design rights, trade marks, service marks, database rights, rights in

passing-off and know-how;

“LGPS”	means a Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under Sections 7 and 12 of the Superannuation Act 1972 as from time to time amended;
“Loss”	means all costs, claims, liabilities and expenses (including reasonable legal expenses);
“New Funding Agreement”	means a new funding agreement (including where such agreement is a supplemental funding agreement) to be entered into between the Secretary of State and the Transferee with regard to the funding arrangements for the Academy after the Transfer Date;
“Personnel Files”	means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the Academy and any previous period of continuous employment relating to predecessor educational establishments to the Academy, including without limitation a copy of any contractual documentation, any documentation relating to job description, pay information, training records, information relating to sickness absence, a copy of any disciplinary warnings and a copy of any grievances;
“Pupil Records”	means the records and information in respect of the pupils at the Academy who will or who are likely to become pupils at the Academy including educational records, medical and child protection records whether held in paper or electronic form;
“Regulations”	means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);
“Secretary of State”	means the Secretary of State for Education acting if relevant through either the Department for Education or the Education Funding Agency (or any successor bodies);
“Staffing Information”	means, in respect of the Academy Employees, the information listed in Schedule 1;
“Teaching Materials”	means resources or methodologies developed and used by the Academy Employees in the course of educating students at the Academy;
“TPS”	means the Teachers’ Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 9 and 12 of and Schedule 3 to the Superannuation Act 1972 as from time to time amended;
“Transfer Date”	means the date specified in the New Funding Agreement on which the transfer effected by this Agreement is to take effect;
“Transferring Balance”	means the sum to be paid by the Transferor to the Transferee calculated in accordance with Schedule 2 (Calculation of the Transferring Balance) which for the

avoidance of doubt may be nil; and

“Transferring Employees” means any Academy Employees whose employment transfers to the Transferee or to a Contractor on the Transfer Date pursuant to the Regulations and who are listed in the Employee Schedule.

- 1.2 In this Agreement (except where the context otherwise requires):
- 1.2.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
 - 1.2.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
 - 1.2.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
 - 1.2.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.
- 1.3 The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.
- 1.4 In the event of any conflict or inconsistency between the Clauses and the Schedules of this Agreement, the Clauses shall prevail.
- 1.5 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.
- 1.6 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

2. **CONDITION PRECEDENT**

This Agreement is conditional on the New Funding Agreement being entered into by the Secretary of State and the Transferee. If the New Funding Agreement is not entered into by the date which is six months after the date of this Agreement (the **“Deadline”**), this Agreement will cease to have effect on the day after the Deadline.

3. **OPERATION OF THE REGULATIONS**

The parties intend and acknowledge that the transfer pursuant to this agreement will constitute a relevant transfer for the purposes of the Directive and the Regulations and, accordingly, the employment of the Transferring Employees will transfer to the Transferee pursuant to the Regulations on the Transfer Date and the contracts of employment of the Transferring Employees (save insofar as such contracts relate to benefits for old age, invalidity or survivors under any occupational pension scheme)

shall have effect from and after the Transfer Date as if originally made between the Transferee (or as the case may be a Contractor) and the Transferring Employees.

4. PROVISION OF STAFFING INFORMATION

4.1 Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Transferor has, on or before the date 28 days before the Transfer Date, to the extent lawfully permitted, provided the Transferee with the Employee Schedule and Staffing Information.

4.2 The Transferor shall on or before the Transfer Date notify the Transferee of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable, and shall upon request by the Transferee meet the Transferee to discuss the information disclosed.

4.3 The Transferor confirms as at the Transfer Date:

4.3.1 that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up-to-date;

4.3.2 that neither it (nor any other employer of an Academy Employee) is in material breach of the contract of employment of any of the Academy Employees nor is any Academy Employee in material breach of his contract of employment;

4.3.3 that none of the Academy Employees have given or received notice of termination of employment nor are any of the Academy Employees the subject of any material disciplinary action nor is any Academy Employee engaged in any grievance procedure; and

4.3.4 that neither it (nor any other employer of an Academy Employee) is engaged in relation to any Academy Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination;

4.3.5 that all Academy Employees who carry out teaching are eligible to do so in accordance with the Education (Specified Work and Registration) (England) Regulations 2003; and

4.3.6 that by the Transfer Date all Transferring Employees will have been checked through the statutory Disclosure and Barring Service (or any statutory replacement of the same).

4.4 The Transferor shall during the period from the date of this Agreement up to and including the Transfer Date:

4.4.1 enable and assist the Transferee and such other persons as the Transferee may determine to communicate with and meet the Academy Employees and their trade union or other employee representatives;

4.4.2 not, and shall procure that any other employer of the Academy Employees shall not, without the prior written consent of the Transferee:

(a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay and job description) of any Academy Employees (other than where such amendment or variation has previously been agreed between the Transferor and the Academy Employees in the normal course of business, and where any such

amendment or variation is not in any way related to the transfer to the Transferee);

(b) terminate or give notice to terminate the employment or engagement of any Academy Employees (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(c) employ or assign any person to the Academy who would or might as a consequence of such employment or assignment become a Transferring Employee.

4.5 For the avoidance of doubt, neither the Transferor nor the Transferor's directors shall be liable for any breach of this clause 5 save where such liability is an Excluded Liability.

5. APPORTIONMENTS

5.1 The Transferor shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to but not including the Transfer Date, and will pay such liabilities in the ordinary course of business prior to the Transfer Date.

5.2 The Transferee shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period from and including the Transfer Date, and will indemnify the Transferor against all Losses incurred by the Transferor in respect of the same.

6. INFORMATION AND CONSULTATION

6.1 The Transferee shall comply (and shall procure that any Contractor complies) with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.

6.2 The Transferor shall comply with its obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date, save where the Transferor is unable to do so as a result of the failure of the Transferee and/or any Contractor to comply with their duties under Regulation 13 of the Regulations.

7. LIABILITIES

7.1 The Transferee shall with effect from the Transfer Date:

7.1.1 assume responsibility for and pay, satisfy or perform the Assumed Liabilities arising on, before and after the Transfer Date on behalf of the Transferor; and

7.1.2 pay, satisfy or discharge all debts, liabilities and obligations incurred by the Transferee arising after the Transfer Date,

but the Transferee does not and will not assume the Excluded Liabilities.

7.2 The Transferee agrees to indemnify and keep indemnified the Transferor and its directors against:

7.2.1 any Loss which the Transferor or its directors may incur after the Transfer Date as a result of the Transferee's failure to pay, satisfy or perform the Assumed Liabilities under this clause 10.2;

7.2.2 any Loss which the Transferor or its directors may incur arising under or in connection with this Agreement after the Transfer Date as a result of the actions of the Transferee;

including without limitation any such Loss incurred as a result of defending or settling a claim alleging such a liability.

7.3 The Transferee shall not be obliged to meet any liability whatsoever or indemnify any person pursuant to this Agreement to the extent that the Transferor (or any current or former trustee(s) of the Transferor, as appropriate) is able to recover against any third party or under any insurance and the Transferor shall use its reasonable endeavours to make such recovery at the Transferee's cost and direction.

8. PENSIONS

8.1 The parties acknowledge that the Transferee is a "scheme employer" for the purposes of the Local Government Pension Scheme (Administration) Regulations 2008 ("the LGPS Regulations" which expression shall include any regulations amending or replacing the regulations from time to time) and that the LGPS Regulations shall apply to the Transferee (as the person carrying on the business of the Academy).

8.2 The parties acknowledge that the Transferee is an "employer" for the purposes of the Teachers' Pension Scheme Regulations 1997 SI 1997/3001 ("the TPS Regulations" which expression shall include any regulations amending or replacing the regulations from time to time) and that the TPS Regulations shall apply to the Transferee (as the person carrying on the business of the Academy).

8.3 The Transferee acknowledges that the Eligible Employees shall be, or as the case may be, remain eligible for membership of the LGPS or the TPS (as the case may be) while employed at the Academy following the Transfer Date subject to the terms of the LGPS Regulations and the TPS Regulations.

8.4 The Transferee shall be responsible for any LGPS deficit relating to the Eligible Employees' membership of the LGPS referable to service up to and including the Transfer Date.

8.5 The Transferee shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any other sum due to the LGPS and the TPS in respect of the Eligible Employees.

8.6 The Transferee shall:

8.6.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any of the Eligible Employees;

8.6.2 promptly provide to the Transferor such documents and information which the Transferor may reasonably request in advance of any onward transfer of any person engaged or employed by the Transferee; and

8.6.3 fully co-operate with the reasonable requests of the Transferor relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Transferee.

8.7 The Transferor and Transferee shall use reasonable endeavours to procure that any notional transfer of assets and liabilities to the Transferee relating to the Eligible

Employees' membership of the LGPS referable to service up to and including the Transfer Date will be on the same basis as those assets and liabilities were originally transferred to the Transferor.

9. THE ASSETS AND THE CONTRACTS

9.1 On the Transfer Date the Transferor will transfer (or to the extent that it is not the owner thereof shall procure the transfer of) the legal and beneficial interest in the Assets, free of charge and free from any Encumbrance, to the Transferee, save for any Encumbrance which has been fully and accurately disclosed to the Transferee prior to the Transfer Date.

9.2 The Transferor undertakes with effect from the Transfer Date to assign to the Transferee or to procure the assignment to the Transferee all Contracts.

9.3 If any of the Contracts cannot be transferred to the Transferee except by an assignment made with the consent of another party or by an agreement of novation:

9.3.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract if the assignment or attempted assignment would constitute a breach of the Contract;

9.3.2 after the Transfer Date the parties shall use their respective reasonable endeavours to obtain the consent of the other party to the assignment, or to procure the novation, of the Contract; and

9.3.3 until the consent or novation is obtained:

(a) the Transferor shall hold the same on trust for the Transferee and shall (at its cost) do all such acts and things as the Transferee may reasonably require to enable due performance of the Contract and to provide for the Transferee the benefits of the Contract (including enforcement of any right of the Transferor against the other party to the Contract arising out of its termination by the other party or otherwise);

(b) the Transferee shall (if sub-contracting is permissible and lawful under the Contract in question), as the Transferor's sub-contractor, perform all the obligations of the Transferor under such Contract and where sub-contracting is not permissible, the Transferee shall perform such obligations as agent for the Transferor; and

(c) unless and until any such Contract is assigned or novated, the Transferor shall (so far as it lawfully may) at the Transferor's cost give all such assistance as the Transferee may reasonably require to enable the Transferee to enforce its rights under such Contract, including, providing access to all relevant books, documents and other information in relation to such Contract as the Transferee may reasonably require from time to time.

9.4 Pending the Transfer Date, possession of the Assets shall be retained by the Transferor.

9.5 In determining and discharging any Historic Liabilities and calculating the Transferring Balance the parties shall comply with the respective obligations in Schedule 3 (Calculation of the Transferring Balance). Any payment of the Transferring Balance by the Transferor (including any agreed payment on account) will be made in cleared funds on the due date to such account as the Transferee shall notify in writing to the Transferor.

- 9.6 The Transferor shall on or before the Transfer Date deliver to the Transferee the Personnel Files and the Pupil Records, to the extent that they are permitted to do so by Data Protection Legislation (and the Transferor shall use reasonable endeavours to ensure that it is permitted by Data Protection Legislation to deliver such information to the Transferee).
- 9.7 The Transferee undertakes not to use the Personnel Files or the Pupil Records for any purposes unconnected with the operation and management of the Academy, the purposes for which such information was originally collected or any other lawful purposes.
- 9.8 To the extent it owns Intellectual Property Rights in Teaching Materials but not further or otherwise, the Transferor grants to the Transferee a royalty free, non exclusive licence to use such IPR at the Academy.
- 9.9 The Transferor shall, with effect from the Transfer Date, assign to the order of the Transferee, the benefit of all warranties, undertakings and indemnities given to the Transferor in accordance with the terms of a Commercial Transfer Agreement dated on or around 1 September 2014 entered into by Cambridgeshire County Council, the Governing Body of Cromwell Park Primary School and the Transferor regarding the transfer of assets, contracts and staff for the Academy to the Transferor.

10. CONDUCT OF CLAIMS

- 10.1 In respect of the indemnities given in this Agreement:
- 10.1.1 The indemnified party shall give written notice to the indemnifying party as soon as is practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;
- 10.1.2 The indemnifying party shall at its own expense have the exclusive right to defend, conduct and/or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified party, the indemnifying party shall consult with the indemnified party and shall at all times keep the indemnified party informed of all material matters; and
- 10.1.3 The indemnified party shall, at the indemnifying party's expense, provide all reasonable assistance and documentation required by the indemnifying party in connection with, and act as or be joined as a defendant in, any claim or proceedings brought by a third party. The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses (including legal costs and disbursements) incurred in providing such cooperation and/or arising as a result of the indemnifying party's failure to defend, conduct and/or settle such claims and proceedings.

11. CONFIDENTIALITY

Each party undertakes to the others that it will keep the contents of this Agreement confidential as between the parties and the Secretary of State except to the extent that disclosure is required by law.

12. THIRD PARTIES

No person who is not a party to this Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") save that any Contractor may enjoy the benefit and enforce the terms of this Agreement in accordance with the Act. Notwithstanding this,

neither the Transferor nor the Transferee require the consent of any Contractor to rescind or vary this Agreement at any time, even if that variation or rescission affects the benefits conferred on such Contractor.

13. **FORCE MAJEURE**

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control.

14. **GENERAL**

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this Agreement.

14.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction or illegal, the other provisions will remain unaffected and in force.

14.4 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

14.5 Neither party will make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).

14.6 Each party will, at the request of the other party and its own cost, do (or procure others to do) everything necessary to give the other party the full benefit of this Agreement.

14.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses specified by the relevant party by written notice to the other (and if no such address is specified), the address set out at the front of this Agreement.

14.8 Any notice shall be deemed to have been duly received:

14.8.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or

14.8.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or

14.8.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.9 A notice required to be given under this Agreement shall not be validly given if sent by email.

14.10 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

- 14.11 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.12 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in and supersedes any previous agreement between the parties.
- 14.13 Each of the parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. **GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

SIGNED by _____)


Duly authorised on behalf of the)

TRANSFEROR

(CROMWELL ACADEMY)

PAUL HULL

(Print Name)



Signature (Director)

Witnessed by A. Soulding
Signature

Full name ANDREW SOULDING

Address HINKINGBROOKE SCHOOL PE29 3BN

Occupation PRINCIPAL

SIGNED by _____)

Duly authorised on behalf of)

TRANSFeree

(ACES ACADEMIES TRUST)

BEV CURTIS

(Print Name)



Signature (Director)

Witnessed by A. Soulding
Signature

Full name ANDREW SOULDING

Address HINKINGBROOKE SCHOOL PE29 3BN

Occupation PRINCIPAL

SCHEDULE 1

STAFFING INFORMATION

1. Individual terms and conditions

1.1 Copies of all current employment contracts, and all other terms and conditions of employment.

1.2 A schedule comprising in respect of each employee, the following particulars:-

- (a) full name;
- (b) post;
- (c) whether the employment is full or part time;
- (d) sex;
- (e) date of birth;
- (f) date of commencement of service;
- (g) notice period;
- (h) normal retirement age;
- (i) remuneration;
- (j) pension;
- (k) in respect of teachers:
 - (i) scale point or leadership group spine point;
 - (ii) assimilation point for the head teacher;
 - (iii) whether the employee is a post-threshold teacher;
 - (iv) whether the employee is a good honours graduate;
 - (v) management, recruitment, retention and/or any other allowances payable;
 - (vi) any applicable assimilation safeguarding,

and all other benefits whether contractual or otherwise.

1.3 Details of any recent changes of terms and conditions in relation to any employee.

1.4 Copies of any employee handbooks, rules and other policies, procedures, arrangements or agreements in relation to:-

- (a) redundancy procedures and payments;
- (b) redeployment procedures;
- (c) sickness absence and sick pay entitlements;

- (d) equal opportunities;
- (e) disciplinary matters;
- (f) maternity rights;

and details of whether or not each of the above are discretionary or contractual.

1.5 Copies of any job descriptions.

1.6 Details of any practices or customs which although not written down form part of employees' terms and conditions of employment.

2. Collective bargaining

2.1 Details of the names of all trade union and other employee representatives, with the name of the trade union, the position held and how long the position was held.

2.2 Details of any trade union recognised by the Transferor, giving the date and details of the recognition agreement (and a copy if available), with brief details of current and historic labour relations and any pending negotiations.

2.3 Details of any other agreement, whether school, local or national, with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by "custom and practice".

2.4 Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

3. Disputes

3.1 Details of any dispute with any employee whether brought under the Transferor's disciplinary or grievance procedure or otherwise and any matters which might give rise to such.

3.2 Details of any litigation threatened or pending against the Transferor, including any court, employment tribunal or arbitration claims or any matters which might give rise to such.

3.3 Details of any enquiry, correspondence or contact between the Transferor and the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety Inspector and the Inland Revenue concerning employees.

3.4 Details of any court judgment or current employment tribunal award in respect of any employee dispute.

3.5 Details, and, if available, copies, of any warnings given to employees under the Transferor's disciplinary or capability procedures.

4. Dismissals

4.1 Details of all dismissals/resignations within the last 12 months including reasons for the dismissal/resignation.

4.2 Details of all employees recruited within the last 12 months.

- 5. **Working Time Regulations 1998**
 - 5.1 Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.
- 6. **Health and Safety**
 - 6.1 Details of any health and safety committees/representatives.
 - 6.2 Details of any health and safety complaints or recommendations or claims within the last 5 years.
- 7. **Trainees/Consultants**
 - 7.1 Details of all individuals in the undertaking working on training, work experience or similar schemes.
 - 7.2 Details of all consultancy agreements or self-employed personnel who are or may actually be employees.
- 8. **Absent employees**
 - 8.1 Details of all employees who have notified the Transferor that they are pregnant or who are currently absent on maternity leave.
 - 8.2 Details of all employees on long term sick leave together with confirmation of the nature of their illness and the duration and dates of their absence(s) due to that condition.
- 9. **Job Evaluation Scheme**
 - 9.1 A copy of any job evaluation scheme.
- 10. **Contractor Employees**
 - 10.1 Details of any individuals employed by contractors working in the Transferor Academy.
- 11. **Pension**
 - 11.1 A list of all pension schemes (both occupational and personal) applicable to the employees.
 - 11.2 Details of any current or pending applications for early retirement.

SCHEDULE 2

LIST OF CONTRACTS AND SERVICES

Ref.	Description		From	To		Address		
6003503328	Annual Contract	Capita	04/01/2017	31/03/2018				
1005872	Gas Supply	ESPO	01/04/2016	31/03/2019				
1845720		Biffa		04/09/2018	Biffa Zone	Coronation Road	Bucks	HP12 3TZ
a/c 3004637933	Electricity	Total Gas & Power				Bridge Gate, 55-57 High Street	Surrey	RH1 1RX
	Responsible Officer	CEFM	01/09/2017	31/08/2018		Red Lion House, 9-10 High Street	Bucks	HP11 2AZ
	Catering	Lunchtime Company	01/09/2015	31/08/2018		17 Barnwell House, Barnwell Drive	Cambs	CB5 8UU

SCHEDULE 3

CALCULATION OF THE TRANSFERRING BALANCE

1. The parties agree, acting in good faith, to share such information as they possess to enable the parties to accurately determine and discharge any Historic Liabilities and to carry out a reconciliation of the accounts for the Academy as at the Transfer Date.
2. The Transferor and the Transferee shall undertake their own due diligence in respect of the accounts for the Academy.
3. Without limiting the general obligation noted above, the Transferor has, on or before the date 28 days before the Transfer Date provided to the Transferee the **"Statement of Financial Activities"** (the **"SOFA"**) for the Academy, prepared in accordance with the latest Secretary of State (or Education and Skills Funding Agency as the case may be) accounts directive, which will include the balances on the following revenue and capital funds as at the Transfer Date (projected where necessary):
 - 3.1 the restricted fixed asset funds;
 - 3.2 the restricted general funds; and
 - 3.3 the unrestricted funds,excluding, for the avoidance of doubt, any pension reserves.
4. The Transferor will use all reasonable endeavours to provide to the Transferee an updated SOFA within 14 days of the Transfer Date and the parties shall seek to agree and the Transferor will pay to the Transferee the final account or fund balance for the Academy (the **"Transferring Balance"**) as soon as possible after the Transfer Date and at the latest by the date 12 weeks after the Transfer Date (or such later date as the parties shall agree).
5. The calculation of the Transferring Balance will take into account:
 - 5.1 cumulative revenue and capital surplus brought forward at 31st December 2017;
 - 5.2 income paid by the Education and Skills Funding Agency up to the Transfer Date (this may be more or less than the pro-rated income to this point in the year);
 - 5.3 pupil number adjustments where the Academy is funded on estimates;
 - 5.4 any Historic Liabilities; and
 - 5.5 any creditors, debtors, accruals and prepayments.
6. To avoid any doubt where the fund balance on the SOFA shows an agreed deficit balance (agreed between the parties and the Education and Skills Funding Agency) the Transferring Balance will be nil.
7. The parties agree to refer any dispute on the calculation of the Transferring Balance to the Education and Skills Funding Agency and the parties agree to abide by any determination of the Transferring Balance by it.