

DATED 30<sup>th</sup> March 2021

THE GOVERNING BODY OF ST WILFRID'S CATHOLIC PRIMARY SCHOOL (1)

and

OUR LADY AND ALL SAINTS CATHOLIC MULTI-ACADEMY COMPANY (2)

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TRANSFER AGREEMENT

ST WILFRID'S CATHOLIC PRIMARY SCHOOL

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**THIS AGREEMENT** is made 30<sup>th</sup> March 2021

**BETWEEN:**

- (1) **THE GOVERNING BODY OF ST WILFRID'S CATHOLIC PRIMARY SCHOOL** of Shawsdale Road, Birmingham, West Midlands B36 8LY (the "**Governing Body**");
- (2) **OUR LADY AND ALL SAINTS CATHOLIC MULTI-ACADEMY COMPANY** a company limited by guarantee registered in England and Wales (company number 12929650) whose registered office is at 155a Kineton Green Road, Olton, Solihull, England, B92 7EG (the "**Company**").

**WHEREAS**

- (A) The Company will, from the Transfer Date, operate the Academy on the same site as the School.
- (B) The freehold of the site is owned by Birmingham Roman Catholic Diocesan Trustees Registered as trustee of Birmingham Diocesan Trust (the "**Diocese**"). On the Transfer Date the Diocese will enter into an agreement with the Secretary of State for Education relating to the part of the site owned by the Diocese and used by the School.

**1. DEFINITIONS AND INTERPRETATION**

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

**"Academy"** means the academy to be maintained by the Company at the site of the School under the proposed name St Wilfrid's Catholic Primary School;

**"Assets"** means all property, undertaking, rights and assets, whether tangible or intangible, of whatever nature used or held by the Governing Body for the purposes of the School including but not limited to those listed in Schedule 3, but excluding the Excluded Assets;

**"Contractor"** means a contractor providing services to the

Company 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 the Governing Body (irrespective of whether the Governing Body is a signatory to the same)) entered into by the Governing Body for the purpose of operating the School in the ordinary course of business which are still in force at the Transfer Date, including but not limited to:

- (i) contracts, collateral warranties, guarantees, bonds and third party rights relating to building, improvement, maintenance or other works of the land and buildings comprised in the site of the School;
- (ii) any collateral warranties, guarantees, bonds and third party rights in favour of the Governing Body (irrespective of whether the Governing Body is a signatory to the same); and
- (iii) those contracts listed in Schedule 2 (true and accurate copies of which have been disclosed to the Company prior to the Transfer Date),

but for the avoidance of doubt excluding the Excluded Contracts;

**“the Council”**

means Birmingham City Council;

**"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 School Employees as at the date that the list is provided to the Company by the Governing Body;

**"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 Assets"** means the assets described in Schedule 4 which are excluded from the transfer effected by this Agreement;

**"Excluded Contracts"** means those contracts listed in Schedule 5;

**"Excluded Liabilities"** means all Losses not expressly transferred to the Company pursuant to the terms of this Agreement;

**"Funding Agreement"** means a funding agreement to be entered into between the Secretary of State for Education and the Company with regard to funding

arrangements for the Academy;

**“Loss”** means all costs, claims, liabilities and expenses (including reasonable legal expenses) and “Losses” shall be construed accordingly;

**“the 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;

**“the Personnel Files”** means in respect of the Transferring Employees copies of all personnel files or records relating to their employment at the School and any previous period of continuous employment with the Governing Body, 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;

**“the Pupil Records”** means the records and information held by the Governing Body in respect of the pupils at the School who will or who are likely to become pupils at the Academy;

**“the Regulations”** means The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended or re-enacted from time to time);

**“the School”** means St Wilfrid’s Catholic Primary School (a maintained school);

**“School Employees”** means any employees of the Governing Body or of any other persons who are assigned to the School or to services provided in connection with the School;

<b>“School Fund”</b>	means the following account:-  Bank: HSBC UK Account Name: St Wilfrids RC Junior/Infant School & Nursery Unit School Fund Account Sort Code:- 40-11-377 Account Number: 81370146;
<b>“Staffing Information”</b>	means, in respect of the School Employees, the information listed in Schedule 1;
<b>“Third Party Consent”</b>	means a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Company of any of the Assets or Contracts;
<b>“the TPS”</b>	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;
<b>“Transfer Date”</b>	means the date specified in the Funding Agreement on which the Academy will open;
<b>“Transferring Employees”</b>	means any School Employees whose employment transfers to the Company 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 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 upon the Funding Agreement being signed by the Company and the Secretary of State on or before the Transfer Date. In the event that the Funding Agreement is not signed by such date, this Agreement shall cease to have effect on the day following such date.

## **3. OPERATION OF THE REGULATIONS**

The Parties intend and acknowledge that the closing of the School and the opening of the Academy shall constitute a transfer to which the Directive and the Regulations apply and agree that as a consequence that the

contracts of employment made between the current employer and 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 Company 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 Governing Body shall, at least 14 days prior to the Transfer Date to the extent lawfully permitted, provide the Company with the Employee Schedule and Staffing Information.

4.2 The Governing Body shall notify the Company of any material change to the Employee Schedule and the Staffing Information prior to the Transfer Date as soon as is reasonably practicable, and shall upon request by the Company meet the Company to discuss the information disclosed.

4.3 The Governing Body warrants as at the date of this Agreement and again as at the Transfer Date:

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

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

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

4.3.4 that neither it (nor any other employer of a School Employee) is engaged in relation to any School 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 School 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 against List 99 or the Children's Barred List (as appropriate) and checked through the Criminal Records Bureau and all other checks required by law.
- 4.4 The Governing Body undertakes to the Company that during the period from the date of this Agreement up to and including the Transfer Date:
- 4.4.1 the Governing Body shall enable and assist the Company and such other persons as the Company may determine to communicate with and meet the School Employees and their trade union or other employee representatives;
  - 4.4.2 the Governing Body shall not, and shall procure that any other employer of the School Employees shall not, without the prior written consent of the Company:
    - (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 School Employees (other than where such amendment or variation has previously been agreed between the Governing Body and the School 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 Company);
    - (b) terminate or give notice to terminate the employment or engagement of any School 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 School who would or might as a consequence of such employment or assignment become a Transferring Employee;

and the Governing Body shall indemnify the Company from and against all Losses incurred by the Company in connection with or as a result of a breach of their obligations under this clause.

## **5. APPORTIONMENTS**

5.1 The Governing Body shall be responsible for all emoluments and outgoings in respect of the School 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 prior to the Transfer Date and hereby indemnifies the Company (both for itself and any Contractor) against all Losses incurred by the Company or any Contractor in respect of the same.

5.2 The Company 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 from (and including) the Transfer Date, and will indemnify the Governing Body against Losses in respect of the same.

## **6. INFORMATION AND CONSULTATION**

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

## **7. INDEMNITIES**

7.1 The Governing Body shall indemnify the Company (either for itself or for or on behalf of any other person to whom the Transferring Employees or any liability relating to them has transferred or is alleged to have transferred)

against all Losses incurred by the Company in connection with or as a result of:

- 7.1.1 any claim or demand by any School Employee or former School Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, religion or religious belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any School Employee or former School Employee or any claim relating to the period on and before the Transfer Date (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the beneficiary of this indemnity in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);
- 7.1.2 any failure by the Governing Body or any other employer of the School Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Company or any Contractor to comply with its duties under Regulation 13 of the Regulations;
- 7.1.3 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the School Employees (or other employees of the Governing Body) arising from or connected with any failure by the Governing Body or any other employer of the School Employees to comply with any legal obligation to such trade union, body or person; and/or
- 7.1.4 any claim by any person (other than a Transferring Employee) in respect of which the Company or any Contractor incurs or is alleged

to incur responsibility or liability as a result of the operation of the Regulations.

7.2 If in connection with the closing of the School and the opening of the Academy it is found or alleged that the employment of any person other than the Transferring Employees has transferred to the Company or a Contractor pursuant to the Directive or the Regulations:

7.2.1 the Company (or, where applicable, the Contractor) may by 4pm on the fifteenth (15th) working day following but excluding the day upon which it becomes aware of that allegation or finding, dismiss the employee with immediate effect; and

7.2.2 the Governing Body shall indemnify and keep indemnified the Company (both for itself and any Contractor) against all Losses which the Company (or, where applicable, the Contractor) may suffer or incur in respect of that dismissal and the employment of that person up to the date of the dismissal and any other claim brought by or on behalf of that person.

## 8. PENSIONS

8.1 The parties acknowledge that the Company 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 Company (as the person carrying on the business of the Academy).

8.2 The parties acknowledge that the Company 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 Company (as the person carrying on the business of the Academy).

8.3 The Company 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 Company 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 Company shall be responsible for all employer contributions payable to the LGPS and the TPS in respect of the Eligible Employees and any sum due to the LGPS and the TPS.
- 8.6 The Company shall 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.

## **9. THE ASSETS AND THE CONTRACTS**

- 9.1 On the Transfer Date the Governing Body will transfer such right and title as they have to the Assets (subject to any Encumbrance to which such Assets are subject and to any Third Party Consent), to the Company free of charge.
- 9.2 The Excluded Assets and Excluded Liabilities shall be excluded from the transfer under this Agreement.
- 9.3 The Governing Body and the Company shall work together in good faith to achieve a smooth transfer which best meets the needs of students transferring from the School to the Academy.
- 9.4 Such right of title as the Governing Body have to the Assets and risk in the Assets shall pass to the Company on the Transfer Date provided always that the Governing Body will have no liability to the Company in relation to the condition of such assets.
- 9.5 The Company shall have responsibility for the operation of the Academy from the Transfer Date and the Governing Body shall have no further obligation in terms of the operation of the School from the Transfer Date.
- 9.6 The Governing Body with effect from the Transfer Date assigns to the Company all the Contracts which are (a) capable of assignment without the consent of other parties to those contracts (b) to the extent that such

contracts are not assignable without the consent of the other parties, if such consent has been obtained prior to the Transfer Date.

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

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

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

9.7.3 until the consent or novation is obtained:

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

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

(c) unless and until any such Contract is assigned or novated, the Governing Body shall (so far as it lawfully may) at the Company's cost give all such assistance as the Company may reasonably require to enable the Company 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 Company may reasonably require from time to time.

- 9.8 Pending the Transfer Date, possession of the Assets shall be retained by the Governing Body.
- 9.9 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred or payable in relation to the Assets and the Contracts up to the Transfer Date (“Historic Liabilities”) shall belong to, and be paid and discharged by the Governing Body in the ordinary course of business and the Governing Body undertakes to indemnify and keep the Company indemnified against any Historic Liabilities for which it is responsible under this clause.
- 9.10 All receipts relating to the Assets and the Contracts and all Losses and outgoings incurred relating to the Assets and the Contracts or payable as from and including the Transfer Date (“Future Liabilities”) shall belong to, and be paid and discharged by, the Company.
- 9.11 The Governing Body shall on or before the Transfer Date deliver to the Company the Personnel Files and the Pupil Records, to the extent it is permitted to do so by Data Protection Legislation (and the Governing Body shall use reasonable endeavours to ensure that it is permitted by Data Protection Legislation to deliver such information to the Company).
- 9.12 The Company 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.

## 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 obtain their consent before settlement; 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 other that they will keep the contents of this Agreement confidential as between the parties, 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 Governing Body nor the Company 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 to be unenforceable 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 Nothing in this agreement shall oblige the Governing Body to continue in existence where it ceases to do so as a result of the closure of the School or by operation of law or shall place any obligation or liability on the individual members of the Governing Body whether or not the Governing Body continues to exist.

- 14.8 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.
- 14.9 Any notice shall be deemed to have been duly received:
- 14.9.1 if delivered personally, when left at the address and for the contract referred to in this Clause; or
- 14.9.2 if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second business day after posting; or
- 14.9.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 14.10 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 14.11 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.
- 14.12 Each party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.
- 14.13 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties.
- 14.14 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.

IN WITNESS of which the parties or their duly authorised representatives have executed this agreement as a Deed on the date first written above.

SIGNED as a DEED by RICHARD BAKER, Head Teacher and MANDY RYAN, Chair of Governors for and on behalf of THE GOVERNING BODY OF ST WILFRID'S CATHOLIC JUNIOR AND INFANT SCHOOL

  
\_\_\_\_\_  
  
\_\_\_\_\_

in the presence of:

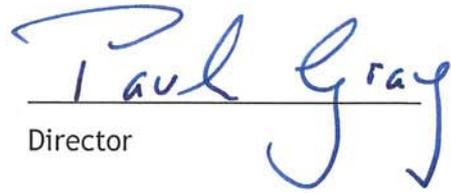
Signature of witness: 

Witness' name: SANDRA JO DAVOREN

Witness' address: 110 CASTLE ROAD  
WALSALL WOOD  
WEST MIDLANDS  
WS9 9BZ

EXECUTED AS A DEED by  
OUR LADY AND ALL SAINTS  
CATHOLIC MULTI-ACADEMY  
COMPANY

acting by

  
Director

\_\_\_\_\_ ,  
a director, in the presence of:

Signature of witness: 

Witness' name: JCH MURPHY

Witness' address: 6, Ragley Close, Knowle,  
B93 9NU.

## 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 Council / Governing Body, 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 Council/Governing Body'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 Council / Governing Body, 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 Council / Governing Body and the Equality and Human Rights Commission, the Health and Safety Inspector and HM Revenue and Customs 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 Council / Governing Body'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 Council / Governing Body 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 school.
- 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

### THE CONTRACTS

- JCT Minor Works Building Contract with contractor's design 2016 edition dated 14 December 2019 between The School Governors of St Wilfrid's Catholic School and Inside2Outside Ltd
- Inside2Outside Ltd 10 Year Guarantee dated 31 January 2020

Product/service	Supplier Name	Contract end date
Catering Service	Citiserve	31.04.2022
Cleaning Service	Premier Support Services	rolling contract with a 3 month notice period* to 31st March 2022
Technician Service	Edit Limited	31st March 2022
Strategic Finance	drb Schools and Academies Ltd	31st August 2022 : 10.50 hours weekly provision plus SFVS plus GB Meetings attendance
Primary PE & School Sport Standard Buy-In Package	Kingsbury School Sports Partnership CIC	31.07.2021 : 30 days written notice but only in specified circumstance
Attendance/Education Social Work Support	M S Education Social Work (Consultant) T/A Miss Michelle Stephens	31.07.2021
PPA Cover - Sports plus afterschool club provisions	Evolve	31.08.2021
Emotional and Social Support 1:1	Raymer Enterprises	31.07.2021 - 30 day notice period for early termination. Review for following academic year provision takes place in May annually
Family Support	Theodora Cropper	31.07.2021 : £28.00 per hour
Cash collection service	G4S	31.08.2021
Speech & Language	West Midlands Speech & Language Therapy	31.03.2022 : based on £350 per week x 2 sessions per week plus £1,050 admin charge. Lower charges 20/21 due to Covid. Notice period is an academic terms notice in writing (no less than 12 weeks)
Professional Subscription	The Hub Leaders t/a The School Bus	20.09.2021
Educational Psychology	J & M Yeomans Limited	31.03.2022 : Autumn & Spring Term £500 per day x 10 days over 2 terms (5 days per term delivered in 10 x half day sessions each term)
Admission Consultation	Birmingham City Council	31.03.2022
Family Fisher Trust	fft aspire, 79 Eastgate, Cowbridge, Vale of Glamorgan CF71 7AA	31.03.2022
Access to EAL Toolkit	via Birmingham City Council	31.03.2022

Subscription	The Key Support Services	31.08.2021
Quality Mark	Tribal Education Ltd	28.02.2022
GDPR	Insight Management & Svcs Ltd	31.03.2022
School & Governor Support	Birmingham City Council	31.03.2022
Annual Service Subscription	Diocesan Education Service	31.03.2022
Health & Safety Support	Birmingham City Council	31.03.2022
The Catholic Association of Teachers, Schools and Colleges	Subscription	31.03.2022
Birmingham Education Partnership - Enhanced Subscription	BEP	31.03.2022
ComputerXplorers	Specialised PPA in line with computer based learning requirements in line with the Computing Curriculum (Sept 1994)	31.08.2021 Ongoing : one full school term notice required by either party.
Governor Portal	The Education Collective	31.03.2022
Mathematics Provision one to one	Third Space Learning	31.08.2022 Annually agreed, paid for from PP. One of the 11 suppliers recommended under the recent Covid-19 strategies.
Cashless payments i.e parent pay - annual licence	Parentpay	31.08.2021
Cashless payments i.e parent pay + £1 per pupil	Parentpay	31.08.2021
Cashless payments i.e. parent pay + commission	Parentpay	31.08.2021
Software Licence - OTrack	Optimum Reports Ltd	31.08.2021
Software Licence - Otrack Wonde auto sync	Optimum Reports Ltd	31.08.2021
Software Licence - Office 365	Edit Limited	31.03.2022
Software Back Up - Unltd	Edit Limited	31.03.2022
Software Licence - Mathletics	3P Learning	31.12.2021
Software Licence - Purple Mash	2Simple Ltd	02.10.2022
Software Licence - Growing Seeds	3P Learning	30.11.2021
Software Licence - eschools	Platform*	01.03.2023
Software Licence - MIS	Link2ICT**	31.03.2022
Software Licence - Power Maths	Pearson Education	31.08.2021
Software Licence - Digimap	University of Edinburgh	25.11.2021
Software Licence - SCARF	SLB Education	30.09.2021
Software Licence - CPOMS - Online behaviour tracker	CPOMS	31.03.2022

Software Licence - Junior Librarian	Capita Birmingham Ltd	31.03.2022
Software Licence - School Bus	hub leaders	20.09.2021
Offsite Back Up	Edit Limited	31.03.2022
Smart Licences	Cherrywood Audio Visual	01.09.2022
Meraki Licences 145	CCS Media	31.01.2022
Services for Education Limited	Changara Music Licence	30.11.2022
Chromebook licences	Insight Direct	30.11.2022
Testbase		31.12.2022
Chrome book Licences x 60	Service Birmingham	31.12.2022
TV Licensing	TV Licence	31.10.2021
EES Licensing - Microsoft Volume Licensing	purchased via Edit Limited	31.08.2022
Telecommunications - calls & system	Telephone Europe, inc calls	01.03.2023
Photocopying & print management	Corona Corporate Solutions Limited	31.08.2021
Fire Alarm Maintenance/Inspection	Arcadis	30.09.2021
Fire Extinguishers Maintenance/Inspection	Arcadis	Cost per item (26)
Fire Blankets Maintenance/Inspection	Arcadis	Cost per item (3)
Emergency Lighting Tests	Arcadis	30.09.2021
Portable Electrical Appliance Testing (PAT)	Arcadis	Cost per item (675)
Gas Tightness Test	Arcadis	30.09.2021
CCTV System supplier and maintenance	Abel Alarms	2 service calls per annum
Air Conditioning Inspection and Maintenance	Arcadis	30.09.2021
Air Handling Plant	Arcadis	30.09.2021
Emergency Shut Off Valve Testing	Arcadis	Cost per item (2)
Boiler Servicing and Inspection	Arcadis	Cost per item (4)
Environmental Quality and Safety Legionella Testing and Precautions	Arcadis	30.09.2021
Food Hygiene and Safety		
Catering Equipment		31.08.2021 These are via Citiserve who hold the catering contract.
Kitchen Fixed Mechanical Supply & Extract Equipment		
Kitchen Deep Clean (to include Fixed Mechanical Extract Equipment)		

Food Waste, Storage & Removal (including cooker hood filters)		
Teaching Space and Teaching Equipment Safety		
Mechanical Extraction Equipment (Fume Cupboards) maintenance		
Kiln Servicing		
General Environment		
Five Yearly Electrical Test (per circuit)		
Asbestos Management		
Asbestos Management - Update		
Fire Risk Assessment	Arcadis	30.09.2021
Passenger & Goods Lifts (where fitted) - maintenance	Arcadis	30.09.2021
Display Energy Certificate		
Personal Hygiene Services	Initial	31.08.2021
Refuse Collection	Birmingham CC	31.08.2021
Lightning Conductor Testing and Inspection	Arcadis	30.09.2021
Burglar Alarm Monitoring	BT Redcare	31.08.2021
Burglar Alarm maintenance	ADT	31.08.2021
Arcadis (UK) Limited		30.09.2021
PE Equipment statutory testing	Mercury Sports	31.08.2021
16 auto airfresheners and 6 hand dryers	PHS	31.08.2021
Gas	Scottish Power	30.06.2021
Electricity	Opus Energy	30.06.2021
Water	Waterplus	30.08.2021
Water rental and maintenance	Aquaid	31.08.2021

## SCHEDULE 3

### THE ASSETS

1. All equipment, furniture, fixtures and fittings on the site of the School (“**the loose plant and equipment**”).
2. All rights to use the name of the School and all logos and domain names used exclusively by the School. All copyrights, database rights and other intellectual property rights owned by the Governing Body and used exclusively by the School.
3. All rights of the Governing Body in respect of computer software used by the School whether granted by licence or otherwise.
4. Any balance remaining from the School's budget following completion of due accounting procedures.
5. The School Fund.
6. The following items:
  - 6.1 1 Multi Use Games Area
  - 6.2 2 Outdoor Climbing Frames
  - 6.3 2 Large Storage Containers housing Playground equipment.
  - 6.4 2 Large Canopies- 1 in the Reception Playground , 4metres by 19 metres, 1 in the Nursery Playground 4mx 4m
  - 6.5 1 Storage Garage in the Nursery Playground Area.

## SCHEDULE 4

### THE EXCLUDED ASSETS

The following assets are excluded from this transfer:

1. The freehold or leasehold titles to the site of the School which are dealt with by separate agreement.
2. Cash in hand or at bank (other than any surpluses transferred to the Company from the Governing Body pursuant to the Academy Conversions (Transfer of School Surpluses) Regulation 2010 or any amounts referred to at paragraph 4 of Schedule 3.
3. The following musical instruments on loan from the Council:-
  - 3.1 Clarinets - 12
  - 3.2 Flutes - 5
  - 3.3 Trumpet/Cornet - 8
  - 3.4 Tenor Horns - 9
  - 3.5 Baritone - 2
  - 3.6 Trombone - 11
  - 3.7 Tabletop drum kit bringing the total number to 3
  - 3.8 Tabletop steel drum bringing the total number to 5
  - 3.9 A 12 string harp
  - 3.10 A concertina

## SCHEDULE 5

### THE EXCLUDED CONTRACTS

<b>Product/service</b>	<b>Supplier Name</b>	<b>Contract end date</b>
HR Services	Birmingham City Council	31st March 2021
Payroll & Pensions Service	Birmingham City Council	31st March 2021