SUPPLEMENTAL AGREEMENT

KING SOLOMON ACADEMY

8 May 2007

16 MAY 2007
THIS AGREEMENT made 8 May 2007

BETWEEN

(1) THE SECRETARY OF STATE FOR EDUCATION AND SKILLS; and

(2) ARK ACADEMIES

(together “the Parties”)

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made on 29 August 2006 between the same parties (the “Master Agreement”).

1 DEFINITIONS AND INTERPRETATION

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.

1.2 The following words and expressions shall have the following meanings:

“the Academy” the King Solomon Academy to be established at Penfold Street, in the City of Westminster;

“Capital Expenditure” shall include Capital Expenditure (as defined in the Master Agreement) incurred as well after as before the date on which the Academy opens and the Capital Cost Spreadsheet shall include all such expenditure.

“Chief Inspector” means H.M. Chief Inspector of Schools in England or his successor from time to time;


1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 THE ACADEMY

2.1 The Company will sponsor the Academy.

2.2 The specialism of the Academy will be mathematics and music.

2.3 The arrangements for admission of pupils to the Academy are set out at Annex 1.
2.4 The Academy is intended to open on 1 September 2007.

3 CAPITAL EXPENDiture

3.1 Clauses 40 to 51 (inclusive) of the Master Agreement shall not apply to the Academy and the terms of this Clause 3 shall apply in their place.

3.2 The Company and the Secretary of State have agreed that the amount of expenditure necessary to provide for the refurbishment and the costs of establishing the Academy is £24,006,107.00 (the "Cash Limit").

3.3 The Secretary of State will bear £22,506,107.00 of the Cash Limit. The Company will bear £1,500,000 of the Cash Limit (the "Company's Contribution").

3.4 The Academy opens on the first day that its pupils attend school at the Academy. In addition, the Company and the Secretary of State have agreed that it is necessary to incur capital expenditure for the undertaking of minor capital works to facilitate the opening of the Academy (Pre-Opening Works). The parties agree that:

3.4.1 the cost of the Pre-Opening Works will not exceed £300,000 ("Pre-Opening Works Costs");

3.4.2 the Secretary of State will bear the Pre-Opening Works Costs;

3.4.3 no Pre-Opening Works Costs will be incurred after the opening of the Academy;

3.4.4 no Pre-Opening Works Costs will be incurred without the consent of the Secretary of State;

3.4.5 any unauthorised expenditure in contravention of clauses 3.4.1 to 3.4.4 above, will be borne entirely by the Company;

3.4.6 the Company must submit a claim for payments for Pre-Opening Works to the Secretary of State in the notified format with supporting invoices and certificates as requested by the Secretary of State from time to time. Payments for Pre-Opening Works Costs will be paid within 21 days from the day on which a claim for payment is received if the claim is in the proper format, supported by the appropriate documentation and the conditions of this
clause 3.4.6 have been met. If a dispute arises as to whether a payment is acceptable or not both parties undertake to attempt to resolve it in good faith;

3.4.7 the Cash Limit does not include any Pre-Opening Works Costs;

3.4.8 the expenditure for Pre-Opening Works Costs is not subject to the provisions of clauses 3.5-3.9 below.

3.5 The Academy is planned to open in September 2007 and it has not been practicable for the Company and the Secretary of State to agree, prior to the making of this Agreement, the various detailed matters in respect of which expenditure is to be incurred up to the amount of the Cash Limit, including:

3.5.1 the detailed Capital Cost Spreadsheet (a pro-forma of which is set out in Annex 2), showing the limit of the capital costs that may be incurred in order to provide for the refurbishment and capital development of the Academy;

3.5.2 the Capital Cash Flow Programme (a pro-forma of which is set out in Annex 3B) showing the projected cash flow of capital expenditure by the Company after the execution of this Agreement;

3.5.3 the capital expenditure incurred for the purposes of or in connection with the establishment of the Academy prior to the date of this agreement (a pro-forma of which is set out in Annex 3A);

3.5.4 the architect’s drawings and material specifications for the construction/refurbishment of the Academy.

Accordingly, the parties agree to negotiate with a view to reaching agreement on such matters as soon as practicable and in any event not later than 31 August 2008 and will when they have done so enter into an agreement supplemental to this Agreement and the Master Agreement substantially in the form annexed to this Agreement as Annex 4 (the “Capital Expenditure Agreement”). The documents referred to in clauses 3.5.1 to 3.5.3 above will be in the form of the pro-forma documents set out in Annexes 2, 3B and 3A or as near thereto as circumstances permit and the parties agreement of such documents shall be recorded in writing.

3.5A If no agreement is reached by the parties by 31 August 2008, the Parties will by that date send to each other a list of the outstanding issues to be resolved between them and will agree to meet as soon as possible thereafter with a view to resolving such
issues at the meeting. Any meeting held for these purposes must be attended by representatives of the Parties with authority to commit the Parties to any resolution agreed at that meeting. The issues resolved at that meeting will, if appropriate, be reflected in the Capital Expenditure Agreement.

3.6 Both parties recognise that as the project develops it may be necessary to review costs in the Capital Cost Spreadsheet, once agreed in accordance with Clause 3.5, and to move costs between spreadsheet elements in order to ensure that the project remains within its approved budget. Where the Company wishes to make such adjustments of over £10,000, it must submit the requested adjustment with the reasons for it to the Secretary of State for approval.

3.7 Where the Company foresees a significant change in the timing of Capital Expenditure, that is a change to the figures of over £100,000 in the Capital Cash Flow Programme, once agreed in accordance with Clause 3.5, a revised Capital Cash Flow Programme must be submitted to the Secretary of State for approval.

3.8 The Secretary of State and the Company hereby agree that:

3.8.1 The Company must ensure that no pattern of spending is allowed to develop which cannot be contained within the approved capital expenditure limits. The Secretary of State must be informed immediately if any danger of any of the capital costs, once agreed in accordance with Clause 3.5, being exceeded is foreseen so that steps can be taken to rectify the situation and ensure that the project remains within its capital cash limit.

3.8.2 If the costs finally incurred for the purposes set out in Clause 3.5 above are less than the Cash Limit, the costs borne by the Secretary of State shall be reduced accordingly and the Company shall pay the same amount as indicated in Clause 3.3.

3.8.3 If at any stage it appears that the costs incurred for the purposes set out in Clause 3.5 are likely to exceed the Cash Limit, the parties to the Agreement shall urgently consider how to reduce those costs, if necessary by amending the specification of the Academy.

3.8.4 If the costs incurred for the purposes set out in Clause 3.5 exceed the Cash Limit the Secretary of State shall bear the cost of any necessary additional costs the need for which could not reasonably have been foreseen at the time the Cash Limit was set.

3.8.5 If the parties agree that additional capital expenditure to establish the Academy, other than that specified in Clause 3.5 may be incurred then the
parties shall divide such additional costs between them in such proportions as may be agreed between them. No such additional expenditure is to be incurred without prior agreement in writing between the parties.

3.9 Any capital expenditure during the life of this Agreement beyond the Cash Limit on which grant payments are sought from the Secretary of State will require the specific agreement of the Secretary of State. Such consent shall not be unreasonably withheld or delayed. Unless the Company undertakes to meet such capital costs entirely itself such approved costs as are incurred will be shared in a proportion to be agreed between the Secretary of State and the Company in relation to, and having regard to the nature of, each such capital project.

3.10 Payment of Capital Grant is conditional upon:

3.10.1 exchange of the Capital Expenditure Agreement except to the extent that the Secretary of State shall have authorised the Company by prior, specific written agreement stated to be in accordance with this clause 3.10.1 to incur Capital Expenditure in advance of the exchange of that agreement; and

3.10.2 save as mentioned in clause 3.10.1 the approval by the Secretary of State of the matters set out in the Capital Cashflow Programme and the Capital Cost Spreadsheet.

4 IMPLEMENTATION GRANT

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with Annex 3C to this Agreement (when agreed in accordance with clause 3.5).

5 GAG AND EAG

The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

6 ALL THROUGH ACADEMY

6.1 The Academy will be an all through school commencing with pupils aged three in the nursery school and will be funded on that basis by the Secretary of State. Accordingly:

6.2 The target areas referred to in clause 9 of the Master Agreement will also include a percentage of pupils achieving Level 4 or above at Key Stage 2 in English and Maths;
6.3 The Company will ensure that English, mathematics and science are taught to all pupils in Years 1 to 6 and that the overall curriculum for those pupils will prepare them adequately for secondary education whether in the Academy or any other mainstream school, except where, in the opinion of the head teacher, it is inappropriate to teach one or more of these subjects to particular pupils.

6.4 The Company will ensure that arrangements are made for all eligible pupils to take part in the National Curriculum Tests at the end of Key Stages 1 and 2, including written tests and teacher assessments as appropriate in addition to the Company’s obligations under clause 30 of the Master Agreement.

7 TERMINATION

7.1 Either party may give not less than seven years’ written notice to terminate this Agreement, such notice to expire on 31 August 2014 or any subsequent anniversary of that date.

7.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 11 of the Master Agreement or that the conditions and requirements set out in clauses 11 and 12 of the Master Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

7.3 Any such notice shall be in writing and shall:

7.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 11 of the Master Agreement or is not meeting the conditions and requirements of clauses 11 and 12 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

7.3.2 specify the measures needed to remedy the situation or breach;

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

7.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.

7.4 If no response is received by the date specified in accordance with clause 7.3, the Secretary of State may give the Company 12 months, or such lesser period as he
considers appropriate in the circumstances, written notice to terminate this Agreement.

7.5 If a response is received by the date specified in accordance with clause 7.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:

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

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

7.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.

7.6 In the circumstances of clause 7.5 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Local Governing Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 11 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 11 and 12 of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

7.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 6.6 may be shortened to a period deemed appropriate by the Secretary of State.

7.8 The Secretary of State will, by not later than the end of December each year provide to the Company an indication of the level of funding to be provided by the Secretary
of State to the Company by way of GAG and EAG in the next following financial year (the "Indicative Funding"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the "Critical Year") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 86 of the Master Agreement and such other funds as are available and likely to be available to the Academy from other academies operated by the Company ("All Other Resources"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then (provided it has complied with clause 37 of the Master Agreement) the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.

7.9 Any notice given by the Company under clause 7.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 7.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

7.9.1 the grounds upon which the Company's opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

7.9.2 the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and

7.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "Projected Budget").

7.10 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both
parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and undertake to use their best endeavours to agree a practical solution to the problem.

7.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the “Expert”) for resolution. The Expert’s determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the “Shortfall”). The Expert shall be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert’s fees shall be borne equally between the parties.

7.12 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of large schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist’s fees shall be borne equally between the parties.

7.13 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days (a) after the Expert’s determination shall have been given to the parties or (b) if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

7.14 If the Company shall have given notice to terminate the Agreement under clause 7.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as
directors of the Company. The right to nominate additional directors shall be without prejudice to the right of the Secretary of State to appoint additional directors under Article 40 of the Articles if the conditions in Article 38 of the Articles are, or become, satisfied.

7.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 482 of the Education Act 1996.

7.16 If:-

(1) If the Chief Inspector shall have given a notice to the Company in accordance with Section 13(3) of the Education Act 2005 (the “Special Measures Notice”) stating that in his opinion special measures are required to be taken in relation to the Academy; and

(2) If, not less than 12 months after service of a Special Measures Notice, the Chief Inspector shall have carried out a subsequent inspection of the Academy in accordance with the EA 2005 and shall have made a report in accordance with the EA 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

(3) the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a “Further Action Statement”) of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and

(4) the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise;

then the Secretary of State may by notice in writing to the Company terminate this Agreement forthwith in which case, for the avoidance of doubt, the provisions of clauses 8.2 and 8.3 shall apply.
8 EFFECT OF TERMINATION

8.1 In the event of termination of this Agreement however occurring the school shall cease to be an Academy within the meaning of Section 482 of the Education Act 1996.

8.2 If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 11 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 11 and 12 of the Master Agreement or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

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

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

8.5 On the termination of this Agreement however occurring the Company shall repay to the Secretary of State a sum in respect of the Capital Grant made under clause 3.

8.6 The amount to be repaid to the Secretary of State in accordance with clause 8.5 shall be determined in accordance with subclauses 8.6.1 or 8.6.2 as appropriate.

8.6.1 Where the Company retains the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Company at the date of termination which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original cost of those assets, whether that contribution was made on the establishment of the Academy or later;
8.6.2 Where the Company disposes of the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the net proceeds of the realisation of the assets belonging to the Company at the date of termination, which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets whether than contribution was made on the establishment of the Academy or later.

8.7 The Secretary of State may waive in whole or in part the repayment due under clause 8.6 if:

8.7.1 The Company obtains his permission to invest the proceeds of sale for its charitable objects; or

8.7.2 The Secretary of State directs all or part of the repayment to be paid to the LEA.

8.8 If any land or premises of the Academy were acquired by the Company from an LEA by a scheme under Schedule 35A of the 1996 Act or otherwise at less than the market value of the land at the date of acquisition, and the Secretary of State does not make a scheme as provided for in Schedule 35A (Paragraph 8) of the 1996 Act, the Company may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Company and the LEA from which the land was transferred before giving or withholding that consent.

9 ANNEXES
The Annexes to this Agreement form part of and are incorporated into this Agreement.

10 THE MASTER AGREEMENT
Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.

11 ENGLISH LAW
This Agreement shall be governed by and interpreted in accordance with English law.
THIS AGREEMENT has been signed the day and year first before mentioned.

SIGNED on behalf of ARK Academies by:

[Signature]
Director PAUL DUNNING

SIGNED on behalf of the Secretary of State by:

[Signature]
NEIL FLINT

Duly Authorised
ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

Arrangements for Admission for pupils at the Academy  Annex 1

Pro-forma Capital Costs Spreadsheet  Annex 2

Capital expenditure incurred for the purposes of or in connection with the establishment of the Academy prior to the date of this agreement  Annex 3A

Pro-forma Capital Cashflow Programme (for monthly Capital expenditure during the Academy's Implementation phase)  Annex 3B

Pro-forma Implementation phase cashflow programme  Annex 3C

Capital Expenditure Agreement  Annex 4
THE ADMISSION OF PUPILS TO KING SOLOMON ACADEMY

1. This document sets out the admission arrangements for King Solomon Academy. These arrangements are without prejudice to the provisions of Annex 3 to this agreement. The document forms an Annex to the Funding Agreement between the Academy and the Secretary of State. Any changes to the arrangements set out in this document must be approved in advance by the Secretary of State.

2. The Academy will comply with all relevant provisions of the statutory codes of practice (the School Admissions Code of Practice and the School Admission Appeals Code of Practice) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to admission authorities shall be deemed to be references to the governing body of the Academy. In particular, the Academy will take part in the Admissions Forum set up by Westminster City Council and have regard to its advice; and will participate in the primary and secondary co-ordinated admission arrangements operated by Westminster City Council.

3. Notwithstanding these arrangements, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from an LA. Before doing so the Secretary of State will consult the Academy.

I: ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

4. The admission arrangements for the Academy for the year 2007/8 and, subject to any changes approved by the Secretary of State, for subsequent years are:

   a) The Academy has an agreed admission number of 60 pupils. The Academy will accordingly admit at least 60 pupils in the relevant age group(s) each year if sufficient applications are received;

   b) The Academy may set a higher admission number than its Published Admission Number for any specific year. Before setting an admission number higher than its agreed admission number, the Academy will consult those listed at paragraphs 21-22 below. Pupils will not be admitted above the Published Admission Number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of application

5. Applications for places at the Academy will be made in accordance with the LA’s co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the Westminster City Council.
Admission to the Academy will normally be at age 5, into the reception classes.

6. For reception class admissions, the Academy is participating in Westminster's scheme for coordinated admission arrangements and applicants must apply on the Westminster Common Application Form. The Academy will use the timetable specified by Westminster City Council each year for admissions of pupils to primary schools and published annually to parents.

7. However, for a limited period, while pupils move through the primary section of the Academy, there will also be admission at year 7. This is intended to start in September 2009, when the accommodation for Years 7 to 13 is proposed to be completed, and will cease in September 2014 (when pupils from the primary section move through into Year 7).

8. For admissions at age 11, applications for places at the Academy will be made in accordance with Westminster City Council's co-ordinated admission arrangements for secondary schools and applicants must apply on the home Local Authority Common Application Form. The Academy will use the timetable specified by Westminster City Council each year for admissions of pupils to secondary schools and published annually to parents.

Consideration of applications

9. The Academy will consider all applications for places in the relevant age group(s). Where fewer than 60 applications are received, the Academy will offer places to all those who have applied.

Procedures where the Academy is oversubscribed

10. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. After the admission of pupils with statements of Special Educational Needs where the Academy is named on the statement, the criteria will be applied in the order in which they are set out below:

a) children in public care;

b) children who have a sibling who already attends the school and who will continue to do so on the date of admission (for this purpose "sibling" means a whole, half or step-brother or -sister resident at the same address)

c) children who live closest to the school using a straight line distance from the main entrance of the Academy to the main entrance to the child's home.

d) For purpose of admissions the Academy main entrance is defined as
the main entrance to the Penfold Street Building

**Operation of waiting lists**

11. Subject to any provisions regarding waiting lists in the LA’s co-ordinated admission scheme, the Academy will operate a waiting list. Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy and it will be open to any parent to ask for his or her child’s name to be placed on the waiting list, following an unsuccessful application.

12. Children’s position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 10 a - c of this Annex. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

**Arrangements for appeals panels**

13. Parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy. The arrangements for Appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel will be made in accordance with the Code of Practice on School Admission Appeals and will be binding on all parties. The Academy will prepare guidance for parents about how the appeals process will work and provide parents with a named contact who can answer any enquiries parents may have about the process.

**Arrangements for admission to post 16 provision**

14. All Academy pupils will normally be expected to progress from year 11 through years 12 and 13. The qualifications and experience required to meet the criteria for admission to sixth form courses will be determined and published within the Academy each year. The Academy will not normally have Year 12 as a year of entry.

15. There will be a right of appeal to an Independent Appeals Panel for unsuccessful applicants.

**Arrangements for admitting pupils to other year groups, including to replace any pupils who have left the Academy**

16. Where there are places available in the year group applied for and no children on the waiting list, the Academy will admit the child immediately. Where there are no spaces at the time of application or there are children already on the waiting list, the academy will consider all applications and add them to the waiting list by ranking them against the published oversubscription criteria in paragraph 10. As soon as a place becomes available in the
appropriate year group, the Academy will admit the child at the top of the list. Parents whose application is turned down are entitled to appeal.

II: ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

21. The Academy shall consult each year on its proposed admission arrangements.

22. The Academy will consult by 1 March:

   a) Westminster City Council;

   b) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA;

   c) Any other governing body for primary and secondary schools (as far as not falling within paragraph (b) located within the relevant area for consultation.

Determination and publication of admission arrangements

23. Following consultation, the Academy will consider comments made by those consulted. The Academy will then determine its admission arrangements by 15 April of the relevant year and notify those consulted what has been determined.

Publication of admission arrangements

24. The Academy will publish its admission arrangements each year once these have been determined, by sending copies to:

   a) primary and secondary schools within the area of Westminster City Council;

   b) the offices of Westminster City Council;

   c) public libraries in the area of Westminster City Council (for the purposes of being made available at such libraries for reference).

   d) anyone who requests a copy from the Academy (without charge);

25. The published arrangements will set out:

   a) the name and address of the Academy and contact details;

   b) a summary of the admissions policy, including oversubscription criteria;

   c) numbers of places and applications for those places in the previous year; and
d) arrangements for hearing appeals.

**Representations about admission arrangements**

26. Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult the Academy. Where he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.

27. Those consulted have the right to ask the Academy to increase its proposed Published Admissions Number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed Published Admissions Number. The Secretary of State will consult the Academy and will then determine the Published Admission Number. The Secretary of State will consult the Academy before making any direction.

28. In addition to the provisions at paragraphs 26 – 27 above, the Secretary of State may direct changes to the Academy's proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct changes to the proposed Published Admissions Number.

**Proposed changes to admission arrangements by the Academy after arrangements have been published**

29. Once the admission arrangements have been determined for a particular year and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must notify the bodies named in paragraph 21 above of the proposed variation and must then apply to the Secretary of State setting out:

   a) the proposed changes;

   b) reasons for wishing to make such changes;

   c) any comments or objections from those entitled to object.

**Need to secure Secretary of State’s approval for changes to admission arrangements**

30. The Secretary of State will consider applications from the Academy to change its admission arrangements only when the Academy has notified and consulted on the proposed changes as outlined at 21 - 22 above.
31. Following consultation, the Academy must secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State’s approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.

32. The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.

33. Records of applications and admissions shall be kept by the Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State.
### Academy Estimated Cost (New Build) for 0 Pupils

**Ages**: Annex 2

**TPI for Benchmark @**: 3Q02

**TPI - Anticipated Tender**:  

**Name**: Typical Anywhere

<table>
<thead>
<tr>
<th>Cost Element</th>
<th>M2</th>
<th>Cost</th>
<th>Fees</th>
<th>VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEW BUILD</strong></td>
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<td>£0</td>
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<tr>
<td><strong>ICT INFRASTRUCTURE 11-16</strong></td>
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<tr>
<td><strong>ICT INFRASTRUCTURE 16-18</strong></td>
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<td></td>
</tr>
<tr>
<td><strong>EXTERNAL WORKS ON 1</strong></td>
<td>@</td>
<td>%</td>
<td>0</td>
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<tr>
<td><strong>BUILDING COST INCLUDING EXT WORKS (1-4)</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>5 ADJUSTED FOR LOCATION FACTOR</strong></td>
<td></td>
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<tr>
<td><strong>6 ADJUSTED - TENDER PRICE INDEX</strong></td>
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</tr>
<tr>
<td><strong>PROF FEES ON 7</strong></td>
<td>@</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL OF 7 AND 8</strong></td>
<td></td>
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</tr>
<tr>
<td><strong>FIXED EDUCATIONAL F&amp;E</strong></td>
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<tr>
<td><strong>10A ADJUSTED - TPI</strong></td>
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</tr>
<tr>
<td><strong>PROF FEES ON 10B</strong></td>
<td>@</td>
<td>%</td>
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</tr>
<tr>
<td><strong>LOOSE EDUCATIONAL F&amp;E</strong></td>
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<tr>
<td><strong>12B ADJUSTED - TPI</strong></td>
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<tr>
<td><strong>PROCUREMENT FEE ON 12B</strong></td>
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<tr>
<td><strong>ICT EQUIPMENT</strong></td>
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<tr>
<td><strong>DESIGN/PROCUREMENT FEE ON 2,3,14</strong></td>
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</tr>
<tr>
<td><strong>SUB TOTALS OF 9-15</strong></td>
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</tr>
<tr>
<td><strong>TOTAL OF 16</strong></td>
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<tr>
<td><strong>OVERALL COST PER M2</strong></td>
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<tr>
<td><strong>OVERALL COST PER PUPIL</strong></td>
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</tbody>
</table>

**Building (Includes ICT infrastructure)** includes fees & VAT

**Educational F&E** includes fees & VAT

**ICT equipment** includes fees & VAT

**TOTAL** includes fees & VAT

### Additional Costs (Excl additional area)

<table>
<thead>
<tr>
<th>Cost Element</th>
<th>Cost</th>
<th>Fees</th>
<th>VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Demolitions</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Professional fees on 24.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Abnormal costs arising from site conditions.</strong></td>
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<tr>
<td><strong>Temporary accommodation</strong></td>
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</tr>
<tr>
<td><strong>Professional fees on 26.</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Survey/Investigations</strong></td>
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<tr>
<td><strong>Professional fees on 30.</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Statutory fees</strong></td>
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<td></td>
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</tr>
<tr>
<td><strong>Professional fees on 32.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Professional fees on 34.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Legal costs in connection with 24 - 34</strong></td>
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</tr>
<tr>
<td><strong>Professional fees on 36.</strong></td>
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</tr>
<tr>
<td><strong>SUB TOTALS</strong></td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>SUB TOTAL OF ADDITIONAL COSTS</strong></td>
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</tr>
<tr>
<td><strong>FUNDING AGREEMENT TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#DIV/0!
**ANNEX 3A**

**CAPITAL EXPENDITURE INCURRED PRIOR TO THE FUNDING AGREEMENT**

The figures set out below represent the approved capital expenditure incurred prior to the signing of the Funding Agreement. This expenditure forms part of the capital cost of the project and is included within the overall cash limit referred to in clause 41a of this agreement.

<table>
<thead>
<tr>
<th>Element</th>
<th>£</th>
<th>Vat</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Building/external works</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2 Professional fees on 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a Architect</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b Quantity Surveyor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c Structural Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d Services Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e Landscape Architect</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f Planning Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g Building Project Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total of 2a - 2g</strong></td>
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<td></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>3 Fixed educational F&amp;E</strong></td>
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</tr>
<tr>
<td><strong>4 Professional fees on 3</strong></td>
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</tr>
<tr>
<td><strong>5 Loose educational F&amp;E</strong></td>
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</tr>
<tr>
<td><strong>6 Professional fees on 5</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>7 ICT equipment</strong></td>
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<td></td>
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</tr>
<tr>
<td><strong>8 Professional fees on 7</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9 Surveys (incl Fees/Vat)</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>10 Statutory fees (incl Fees/Vat)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>11 Other (incl Fees/Vat)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>12 Legal costs (incl Fees/Vat)</strong></td>
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<td></td>
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<tr>
<td><strong>13 TOTAL</strong></td>
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</tbody>
</table>

**EXPENDITURE SPLIT**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>14 CONTRIBUTION - SPONSOR</strong></td>
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</tr>
<tr>
<td><strong>15 CONTRIBUTION - OTHER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>16 CONTRIBUTION - OTHER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>17 CONTRIBUTION - DIES</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>18 TOTAL</strong></td>
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</tbody>
</table>
# PLANNED EXPENDITURE

**Academy:** Westminster (A new 2FE school; opening date September 2007)

## Annex 3C

<table>
<thead>
<tr>
<th>Project &amp; Phase</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
<th>2011-12</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Labour</td>
<td>27,200</td>
<td>27,093</td>
<td>27,054</td>
<td>18,574</td>
<td>18,976</td>
</tr>
<tr>
<td>Purchasing &amp; Administration</td>
<td>32,892</td>
<td>31,164</td>
<td>31,941</td>
<td>27,367</td>
<td>27,947</td>
</tr>
<tr>
<td>Site Services</td>
<td>33,033</td>
<td>32,145</td>
<td>32,145</td>
<td>25,076</td>
<td>26,286</td>
</tr>
<tr>
<td>Site Development</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
<td>1,018</td>
</tr>
<tr>
<td>Design &amp; Drawings</td>
<td>4,685</td>
<td>4,405</td>
<td>4,671</td>
<td>7,967</td>
<td>5,079</td>
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<tr>
<td>Building Services</td>
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<td>1,280</td>
<td>1,280</td>
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<tr>
<td>Building Services</td>
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<td>1,655</td>
<td>1,836</td>
<td>1,836</td>
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<td>Utilities</td>
<td>6,090</td>
<td>5,505</td>
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<tr>
<td>Other Services</td>
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<td>6,241</td>
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<tr>
<td>Total</td>
<td>113,400</td>
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<td>113,400</td>
<td>113,400</td>
<td>113,400</td>
</tr>
</tbody>
</table>

Form submitted by:  
Signature:  
Name:  
Position:  
Date:  

---

**Note:** The table above represents the planned expenditure for various categories over four years, with a total sum across all years. The details are broken down into specific phases such as Labour, Purchasing & Administration, Site Services, etc., each with a breakdown for each year. The totals for each year are added up to reflect the overall expenditure for that phase. The form is signed at the bottom, indicating approval or submission of the plan. The table includes all necessary details to understand the financial planning for the academic project.
CAPITAL EXPENDITURE AGREEMENT

THIS AGREEMENT made 200[●]

BETWEEN

1. THE SECRETARY OF STATE FOR EDUCATION AND SKILLS; and

2. ARK ACADEMIES

IS SUPPLEMENTAL TO:

(A) The Master Funding Agreement made between the same parties and dated 29 August 2007 (the "Master Agreement"); and

(B) The Supplemental Agreement made between the same parties and dated [●] May 2007 in relation to King Solomon Academy (the "Supplemental Agreement").

1 DEFINITIONS AND INTERPRETATION

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement or Supplemental Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement or Supplemental Agreement.

1.2 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 CAPITAL EXPENDITURE

2.1 The Capital Cost Spreadsheet is attached to this Agreement as Annex 1.

2.2 The Capital Cashflow Programme is attached to this Agreement as Annex 2.

2.3 The architect’s drawings and material specifications for the construction/refurbishment of the Academy is attached to this Agreement as Annex 3.

2.4 The Secretary of State will pay Capital Grant in accordance with the Master Agreement, the Supplemental Agreement and this Agreement.
3 **ANNEXES**

3.1 The Annexes to this Agreement form part of and are incorporated into this Agreement.

4 **THE MASTER AGREEMENT**

4.1 The Master Agreement and Supplemental Agreement shall continue in full force and effect.

5 **ENGLISH LAW**

5.1 This Agreement shall be governed by and interpreted in accordance with English law.