

FREEDOM OF INFORMATION REDACTION SHEET

[HAMMERSMITH ACADEMY]

[HAMMERSMITH ACADEMY FUNDING AGREEMENT]

Exemptions in full

Partial exemptions

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

Factors for disclosure

- further to the understanding of and increase participation in the public debate of issues concerning Academies.
- to ensure transparency in the accountability of public funds

Factors for Withholding

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of **HAMMERSMITH ACADEMY FUNDING AGREEMENT** will further the public understanding of Academies, the whole of the **FUNDING AGREEMENT** cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.

9th JUNE 2009

HAMMERSMITH ACADEMY

FUNDING AGREEMENT

HAMMERSMITH ACADEMY

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INTRODUCTION

- 1) This Agreement is made under section 482 of the Education Act 1996, as substituted by the Education Act 2002, between the Secretary of State for Children, Schools and Families ("the Secretary of State") and Hammersmith Academy Trust (the "Academy Trust").
- 2) The Academy Trust is a Company incorporated in England and Wales, limited by guarantee with registered company number 6397195 and is registered as a charity (charity number 1125511).
- 3) The following expressions used in this Agreement have the respective meanings assigned to them by the numbered clauses of this Agreement referred to immediately after the reference to the expressions -
 - a) "Academies Financial Handbook" - clause 94;
 - b) "Academy Financial Year" - clause 88;
 - c) "Accounting Officer" - clause 93;
 - d) "annual letter of funding" - clause 87;
 - e) "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;
 - f) "GAG"-clauses 61;
 - g) "Capital Expenditure" - clause 62;
 - h) "Capital Grant" - clause 62;
 - i) "EAG"-clause 61;
 - j) "Minimum Period" means a period determined according to the following table:

If at the time the Special Measures Notice is given the Academy shall have been opened for:	The Minimum Period will be
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Less than 12 months

36 months

Less than 24 months but 12 months or more 24 months

24 months or more 12 months

- k) "recurrent expenditure" - clause 61;
 - l) "School Development Plan" - clause 19;
 - m) "Start-up Period" - clause 77;
- 4) In this Agreement the following words and expressions shall have the following meanings:-

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

"DCSF" means Department for Children, Schools and Families;

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

"HAT Agent" means the agent contracted by the Academy Trust to oversee and manage on a day-to-day basis the work of building contractors in the construction of the Academy and the construction process generally;

"Principal" means the Head Teacher of the Academy;

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

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

"parents" means parents or guardians;

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

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

"SEN" means Special Educational Needs;

- 7) The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament.
- 8) Expressions defined in this Agreement shall have the same meaning where used in any Annex to this Agreement.
- 9) Questions arising on the interpretation of the arrangements in this Agreement shall be resolved by the Secretary of State after consultation with the Academy Trust.
- 10) Section 482 (1) of the Education Act 1996 as substituted by the Education Act 2002 states that -

"(1) The Secretary of State may enter into an agreement with any person under which-

- a) that person undertakes to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England with the characteristics mentioned in subsection (2), and such other characteristics as are specified in the agreement, and
- b) the Secretary of State agrees to make payments to that person in consideration of those undertakings."

LEGAL AGREEMENT

- 11) In consideration of the Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on, an independent school to be known by a name to be agreed by the parties ("the Academy") and having such characteristics as are referred to in clause 12, the Secretary of State agrees to make payments to the Academy Trust in accordance with the conditions and requirements set out in this Agreement. For the avoidance of doubt, any obligations imposed upon or powers given to the Academy by this Agreement are also imposed upon the Academy Trust.

CHARACTERISTICS OF THE ACADEMY

- 12) The characteristics of the Academy set down in section 482 (2) of the Education Act 1996, as substituted by the Education Act 2002, are that the school:

- a) has a broad curriculum with an emphasis on a particular subject area, or particular subject areas, specified in the Agreement; and
- b) provides education for pupils of different abilities and who are wholly or mainly drawn from the area in which the school is situated.

CONDITIONS OF GRANT

General

13) Section 482(4) of the Education 1996 provides for the agreement to specify other conditions and requirements. These conditions in respect of the Academy are that:

- a) the school will be at the heart of its community, sharing facilities with other schools and the wider community;
- b) there will be assessment in the core subjects of the national curriculum at Key Stage 3 and the opportunity to study for external qualifications as defined by section 96 of the Learning and Skills Act 2000;
- c) the admissions policy and arrangements for the school will be in accordance with admissions law, and the DCSF Codes of Practice, as they apply to maintained schools;
- d) teachers will be required to have qualified teacher status; levels of pay and conditions of service for all employees will be the responsibility of the Academy Trust;
- e) there will be an emphasis on the needs of the individual pupils including pupils with special education needs (SEN), both those with and without statements of SEN;
- f) there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge.

Governance

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

and functions with a view to fulfilling a largely strategic role in the running of the school and shall consider any advice given by the Principal. The Governing Body may exercise its powers and fulfil its functions through its servants or agents.

15) Subject to the Memorandum and Articles and this Agreement, the Governing Body may regulate its own procedure and that of any of its committees.

Conduct

16) The Academy shall be conducted in accordance with:

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

Pupil well-being; Community Cohesion; and the Children & Young People Plan

17) In conducting the Academy and in providing community facilities the Academy Trust shall, so far as is reasonably practicable -

- a) promote the well-being of pupils at the Academy;
- b) promote community cohesion; and
- c) have regard to any plan published by the LA under section 17 of the Children Act 2004 or {where the LA is not required to publish such a plan) any plan published by the LA setting out their strategy in relation to children and relevant young people.

Designated Teacher for Children in Care

18) The Academy Trust will in respect of the Academy act in accordance with, and be bound by, all relevant statutory and regulatory provisions and with any

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

School Development Plan and target setting

- 19) The Academy Trust shall draw up a School Development Plan for the Academy each Academy Financial Year in accordance with a format and timetable to be advised by the Secretary of State. The School Development Plan shall, in particular:
- a) in accordance with a format and timetable to be advised by the Secretary of State, set out plans for ensuring that all pupils are supported to reach the highest standards of which they are capable; and
 - b) describe the Academy Trust's proposals for the Academy to work with other schools and with the wider community.
- 20) The Academy Trust shall in relation to the Academy set targets each Academy Financial Year in areas which are prescribed for maintained schools in regulations made by the Secretary of State under section 19 of the Education Act 1997 (or any statutory amendment or re-enactment of that section).
- 21) The Academy Trust shall consult the Secretary of State before setting these targets in respect of the Academy and shall take into account (but not be bound by) any comments received from the Secretary of State. The Academy Trust shall set its targets for the Academy in accordance with the timetable for target setting which applies to maintained schools.

Pupils

- 22) The Academy will be an all ability and inclusive school. The arrangements for:
- a) the admission of pupils to the Academy together with the arrangements for making changes to such arrangements, including the requirement to secure

the consent of the Secretary of State to such changes, such consent not to be unreasonably withheld or delayed, are set out in Annex B to this agreement;

- b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) (including the appointment of a responsible person) together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State, such consent not to be unreasonably withheld or delayed, are set out in Annex C to this Agreement;
- c) pupil exclusions are set out in Annex D to this Agreement.

Teachers and other staff

23) Subject to clause 24, the Academy Trust shall not employ anyone under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils ("specified work") who is not either:-

- a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and registered with full registration with the General Teaching Council for England; or
- b) otherwise eligible to do specified work under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663), which for the purpose of this clause shall be construed as if the Academy were a maintained school.

24) Clause 23 and the requirement in clause 13(d) for teachers to have qualified teacher status do not apply to anyone who:

- a) was transferred to the employment of the Academy Trust by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- b) immediately prior to the transfer, was employed to do specified work; and

- c) immediately prior to the transfer, was not:
- i) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and registered with full registration with the General Teaching Council for England, or
 - ii) eligible to do specified work under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663)

("transferred staff member"). The Academy Trust shall use its best endeavors to ensure that any transferred staff member who undertakes specified work and does not meet the requirements of either clause 23(a) or clause 23(b) meets such requirements as soon as possible.

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

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

27) Reasonable notice shall be given to the Secretary of State of any meeting of the Governing Body or any committee or sub-committee thereof (including any interview or appointments panel), at which the appointment of a Principal of the Academy is being considered and a representative of the Secretary of State shall be entitled to attend and speak at any such meeting whether or not they are also entitled to attend such meeting by virtue of clause 135 of this agreement. Advice given by any such representative shall be taken into account by those persons considering the appointment of the Principal before a decision is made. Prior to his or her appointment, the Principal shall be informed in writing that he or she will not have the authority to make changes to the specification of the Academy, that the Secretary of State will operate a very robust change control procedure and that he or she will have to agree on appointment to accept the building as designed.

28) It shall be the responsibility of the Academy Trust to agree levels of pay and conditions of service with its employees, and to determine and employ such numbers of staff as may be appropriate. The Academy Trust shall approve policies for:

- a) staffing structure, and staff remuneration
- b) staff discipline and performance management.

14-19 entitlement

29) The Academy Trust shall make arrangements to ensure that, so far as reasonably practicable, a pupil at the Academy in the fourth key stage has the same curriculum entitlements as are conferred on such a pupil at a maintained school by section 85A(1) of the Education Act 2002.

30) The Academy Trust shall make arrangements to ensure that, so far as reasonably practicable, a course of study in the core subjects and a course of study in one of the entitlement areas is made available (whether at the Academy or otherwise) to any pupil at the Academy who is above compulsory school age.

31) Nothing in clauses 29 and 30-

- (a) requires the Academy Trust to incur disproportionate expenditure in making these arrangements;
- (b) confers any greater entitlements on a pupil than are conferred by section 85A(1) of the Education Act 2002 and section 3A of the Learning and Skills Act 2000.

32) In making arrangements under clauses 29-30 the Academy Trust shall have regard to any guidance issued from time to time by the Secretary of State or the Qualifications and Curriculum Authority.

33) For the purpose of clauses 29-30, "course of study", "core subjects" and "entitlement areas" have the same meaning as in sections 3A, 3B and 3C respectively of the Learning and Skills Act 2000.

Curriculum, curriculum development and delivery and RE and collective worship

34) The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis on creative and digital media and

information and communication technology.

- 35) The Academy Trust shall ensure that the National Curriculum programmes of study for English, Mathematics and Science for the time being prescribed by the Secretary of State under section 87 of the Education Act 2002 are taught so far as appropriate to any pupils admitted to the Academy in Years 7-11. In any event, the Academy Trust must ensure that such programmes of study have been covered in full at the Academy by the end of the final year of the Key Stage relevant for each Year group.
- 36) The Academy Trust shall ensure that if the Academy admits pupils in Years 1-6, the curriculum for these Years is sufficiently broad and has such depth as to enable such pupils to be adequately prepared for study at Key Stage 3 whether at the Academy or any other mainstream educational institution, including those institutions not sharing the Academy's specialism.
- 37) Despite clauses 35-36, the Academy Trust is not required to teach an individual pupil or group of pupils in one or more subjects where, in the opinion of the Principal, it is inappropriate to do so by reason of the pupil's or group's ability or attainment.
- 38) The Academy Trust shall make provision for the teaching of religious education and for a daily act of collective worship at the Academy.
- 39) Where the Academy is designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998:
 - a) subject to clause 41, the Academy Trust shall ensure that provision is made for Religious Education to be given to all pupils at the Academy in accordance with the tenets of the specified religion or religious denomination of the Academy;
 - b) subject to clause 41, the Academy Trust shall comply with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school with a religious character or a voluntary school, and as if references to 'the required collective worship' were references to collective worship in accordance with the tenets and practices of the specified religion or religious denomination of the Academy;

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

40) Where the Academy has not been designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998:

a) subject to clause 41, the Academy Trust shall ensure that provision shall be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998, and having regard to the requirements of the Qualifications and Curriculum Authority's national framework for religious education in schools;

b) subject to clause 41, the Academy Trust shall ensure that the Academy complies with the requirements of section 70(1) of, and Schedule 20 to, the Schools Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that the provisions of paragraph 4 of that Schedule do not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule, the Secretary of State's consent to such an application not to be unreasonably withheld or delayed.

41) Section 71(1) - (4) of the School Standards and Framework Act 1998 shall apply as if the Academy were a community, foundation or voluntary school, and as if references to "Religious Education" and to "Religious Worship" in that section were references to the religious education and religious worship provided by the Academy in accordance with clauses 39 or 40 as appropriate.

42) The Academy Trust shall have regard to any guidance issued by the Secretary of

State on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children.

Assessment

- 43) The Secretary of State will notify the National Assessment Agency (NAA) about the Academy.
- 44) The Academy Trust shall ensure that the pupils at the Academy take part at the end of Key Stage 3 in teacher assessments of pupil's performance in English, Maths and Science.
- 45) NO LONGER APPLICABLE.
- 46) In respect of all Key Stages, the Academy Trust will submit the Academy to monitoring and moderation of its assessment arrangements. The Academy Trust shall choose for the Academy to be monitored either:-
 - a) by the LA, with the consent of that LA; or
 - b) by an Agency accredited by the NAA.
- 47) The Academy Trust shall notify the Secretary of State about the basis upon which it has chosen to have the Academy monitored, or any change to that choice. The NAA will conduct an annual audit of the monitoring arrangements.
- 48) The Academy Trust shall ensure that the Academy complies with the relevant provisions of the 'Assessment and Reporting Arrangements' as published from time to time by the Qualifications and Curriculum Authority, as they apply to maintained schools.
- 49) The results of any test or assessment conducted in accordance with clause 44 shall also be reported to the Secretary of State and/or the LA as required and as set out in the 'Assessment and Reporting Arrangements', in a format approved by the Secretary of State.
- 50) The Academy Trust may not offer courses at the Academy which lead to external qualifications, as defined in section 96 of the Learning and Skills Act 2000,

unless the Secretary of State gives approval for such courses under section 98 of that Act.

Crisis Management Plan

51) Before the Academy opens to pupils it shall have in place a Crisis Management Plan setting out steps to be taken in the event of an emergency situation at the Academy.

Exclusions Agreement

52) From 1 April 2009, the Academy Trust shall, if invited to do so by an LA, enter into an agreement in respect of the Academy with that LA, which has the effect that where:

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

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

School Meals

53) The Academy Trust shall, if requested to do so by or on behalf of any pupils at the Academy, provide school lunches for those pupils unless it would be unreasonable for it to do so. Subject to the provisions of clauses 54 and 55 charges may be levied for lunches.

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

free of charge.

55) All food and drink provided by or on behalf of the Academy shall comply with legislation governing the provision of food and drink in maintained schools as this applies from time to time. In particular, the Academy Trust shall ensure that school meals (breakfasts, lunches, or other meals) and food and drink available on the Academy's premises through other outlets such as tuck shops and vending machines comply with the relevant standards set out in regulations.

Charging

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

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

Provision of Information to parents and others

57) The Academy Trust shall publish a prospectus for the Academy annually. The Academy Trust shall send the prospectus free of charge to parents of pupils at the Academy and the Secretary of State, upon request. The Academy Trust shall also make the prospectus available for inspection by other persons at the

Academy.

58) The prospectus for the Academy shall include details of admissions arrangements and, except insofar as such information is published in a document known as a School Profile which must accompany the prospectus, include the following information:

- a) details of the curriculum offered, of assessment arrangements and of the results of attainment tests and public examinations at school level, but this shall not include details of individual pupils' attainment and examination results;
- b) the details of any religious affiliation of the school;
- c) the policy on providing for children with SEN;
- d) the arrangements for pupils with disabilities (as specified in Annex C to this Agreement);
- e) the pupil absence rates;
- f) the destination of school leavers;
- g) any further information as set out in Schedule 3 of the Education (School Information) (England) Regulations 2002 (SI 2002/2897) as applies to maintained schools; and
- h) such other information as the Academy Trust may determine.

59) The prospectus referred to in clauses 57-58 shall be published in the Academy Financial Year immediately preceding the Academy Financial Year to which it relates and shall be published at least six weeks before the closing date for applying for a place at the Academy, provided always that, in the case of the first Academy Financial Year of the Academy, it is recognised that it might not be possible to publish the prospectus within this timeframe, in which case the prospectus shall be published before the opening of the Academy.

59A The Secretary of State may provide to the LA the information which the Academy Trust has provided to the Secretary of State:

- a) under Schedules 2-5 to the Education (School Performance Information) (England) Regulations 2007 ; and

- b) under paragraphs 1-3 of Part 3 to Schedule 1 to the Education (Information about Individual Pupils) (England) Regulations 2006.

59B The Academy Trust shall ensure that all pupils at the Academy and their parents are informed via Fair Processing Notices that the pupils' personal data may be transferred in accordance with clause 59A.

GRANTS TO BE PAID BY THE SECRETARY OF STATE

General

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

61) "Recurrent expenditure" means any expenditure on the establishment, conduct, administration and maintenance of the Academy which does not fall within the categories of capital expenditure set out at clause 62. The Secretary of State shall pay two separate and distinct grants in respect of recurrent expenditure: General Annual Grant ("GAG") and Earmarked Annual Grant ("EAG").

Capital Grant

62) "Capital Expenditure" means expenditure on:

- a) the acquisition of land and buildings;
- b) the erection, enlargement, improvement or demolition of any building including fixed plant, installation, wall, fence or other structure, or any playground or hard standing;
- c) the installation of electrical, mechanical or other services;
- d) the purchase of vehicles and other self-propelled mechanical equipment;

- e) the installation and equipping of premises with furnishings and equipment, other than necessary replacements, repairs and maintenance due to normal wear and tear;
- f) the installation and equipping of premises will) computers, networking for computers, operating software and information and communication technology equipment, other than necessary updates or necessary replacements, repairs and maintenance due to normal wear and tear;
- g) the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation;
- h) works of a permanent character other than the purchase or replacement of minor day-to day items;
- i) any major repairs or replacements which are specified as constituting capital expenditure in any grant letter relating to them;
- j) such other items (whether of a like or dissimilar nature to any of the foregoing) of a substantial or enduring nature as the Secretary of State may agree shall constitute capital expenditure for the purposes of the Agreement;
- k) all professional fees properly and reasonably incurred in connection with the provision of any of the above;
- l) VAT and other taxes payable on any of the above.

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

63. The Academy Trust has agreed with the Secretary of State the Capital Cost Spreadsheet attached as Annex E to this Agreement. The Capital Cost Spreadsheet shows the limit of the capital costs which the parties have agreed the Academy Trust may incur in order to establish the Academy. Annex E includes capital costs incurred prior to the execution of the Agreement and capital costs to be incurred after the execution of this Agreement and before the Academy opens. The Academy opens on the first day that its pupils attend school at the Academy.

63A. Annex F of this Agreement shows the capital expenditure incurred before execution of this Agreement. The Academy Trust has agreed with the Secretary of State the Capital Cash Flow Programme attached as Annex G to the Agreement which shows the projected cash flow of capital expenditure by the Academy Trust after execution of this Agreement.

63B. Both parties recognise that as the project develops it may be necessary to revise costs in the Capital Cost Spreadsheet (Annex E) and to move costs between spreadsheet elements in order to ensure that the project remains within its approved budget. Where the Academy Trust foresees that there is likely to be a need for an adjustment between spreadsheet elements, it shall notify the Secretary of State in advance, and where the Academy Trust wishes to make such an adjustment, it shall submit the requested adjustment with the reasons for it to the Secretary of State for approval in advance, which approval shall not be unreasonably withheld or delayed and shall be deemed to have been given in the event that the Secretary of State does not substantively respond to a request for approval from the Academy Trust within 14 calendar days of the date of request.

63C. The Secretary of State shall approve the conclusion of each scheduled design stage for the establishment of the Academy and such approval shall not be unreasonably withheld or delayed. The Academy Trust shall not authorise payment of the design team responsible for the Academy Trust in relation to the conclusion of a design stage without approval of the Secretary of State.

63D. Where the Academy Trust foresees a significant change in the timing of capital expenditure, that is a change to the figures in Annex G of over £100,000, a revised Capital Cash Flow Programme must be submitted to the Secretary of State for approval in advance. The Academy Trust must ensure that no pattern of spending is allowed to develop which cannot be contained within the approved capital expenditure limits and the Academy Trust agrees to work closely with the Secretary of State ensure that spending patterns of this kind are avoided where possible. The Secretary of State must be informed immediately if any danger of any of the capital costs set out in Annex E 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.

Capital Expenditure Necessary to Establish the Academy

63E. The Secretary of State and the Academy Trust hereby agree that the Academy will be constructed/refurbished in accordance with the architect's drawings and specification on materials set out at Annex H of the Agreement and that:

a) the amount of capital expenditure necessary to establish the Academy is £35,250,342 ("the Cash Limit"). The Cash Limit includes capital expenditure incurred for the purposes of or in connection with the establishment of the Academy prior to the date of this agreement as described in Annexes F and G;

b) the Secretary of State will bear £34,250,342 of the Cash Limit and the Academy Trust will bear £1,000,000 of the Cash Limit. Under no circumstances shall the Academy Trust be obliged to contribute any of the £1,000,000 endowment grant provided to it by the Worshipful Company of Information Technologists' Charity towards the Cash Limit or towards capital expenditure;

c) the arrangements (including timing) for payments for these costs are set out in clause 66 and Annex G of this Agreement. Payment by the Secretary of State will be dependent on his approval of the matters set out in Annex I to this Agreement;

d) if the costs finally incurred for the purposes set out in clause 63E(a) above are less than the Cash Limit, the costs borne by the Secretary of State shall be reduced accordingly and the Academy Trust shall pay the same amount as indicated in clause 63E(b);

e) if at any stage it appears that the costs incurred for the purposes set out in clause 63E(a) are likely to exceed the Cash Limit, the parties to this Agreement shall urgently consider how to reduce those costs, including by amending the design and specification of the Academy if considered necessary and practical by both parties;

f) subject to clauses 63E(g) and 63E(h), if the costs incurred for the purposes set out in clause 63E(a) exceed the Cash Limit, then:

(i) the first £200,000 of such additional costs shall be met by the Academy Trust; and

(iii) any further additional costs shall be met by the Secretary of State,

g) the Secretary of State shall meet in full any additional costs in excess of the Cash Limit where:

- (i) the parties agree that such additional costs could not have been reasonably foreseen at the time the Cash Limit was set;
- (ii) such additional costs are agreed in writing by the Secretary of State before the work is undertaken; and
- (iii) the parties have complied with clause 63E(e).

h) if the parties agree that additional capital expenditure in excess of the Cash Limit is required to establish the Academy then the parties may agree to divide such additional costs between them in such proportions as they may agree. No such additional expenditure shall be incurred without the prior agreement in writing of both parties.

Managing Capital Costs

63F. The Academy Trust and the Secretary of State shall work together to actively manage any additional costs in excess of the Cash Limit.

Other Capital Expenditure

64. Any other Capital Expenditure not set out in the Capital Cost Spreadsheet in Annex E to this Agreement incurred in respect of the Academy on which Capital Grant payments are sought from the Secretary of State will require the specific prior written agreement of the Secretary of State, which agreement shall not be unreasonably withheld or delayed.

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

- a) such grants are used solely to provide accommodation constructed and equipped to standards agreed by the Secretary of State as described in Annex I, or to defray other expenditure of the Academy Trust approved by the Secretary of State;
- b) the payment of such grants is subject to the Academy Trust certifying and providing evidence that all planning and other consents necessary for the

development and all related infrastructure to be completed have been obtained or put in place.

Arrangements for Payment of Capital Grant

66) Capital Grant will be paid by the Secretary of State to the Academy Trust on the basis of claims for grant submitted to the Secretary of State in the notified format with supporting invoices and certificates as required by the Secretary of State. The Secretary of State shall use reasonable endeavours to pay the Capital Grant as soon as possible and in any event within 21 calendar days from the day on which a claim for grant is received if the claim is in the proper format, supported by the appropriate documentation and the conditions on its payment set out at clause 65 are complied with. If a dispute arises as to whether a claim is or is not acceptable both parties undertake to attempt to resolve it in good faith. In the event of such a dispute, the Secretary of State shall pay to the Academy Trust so much of the claim as shall not be in dispute.

Implementation Grant

67) "Implementation Grant" means payments towards recurrent expenditure incurred for the establishment of the Academy prior to it opening.

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

68A) The Academy Trust shall prepare and submit to the Secretary of State a budget showing expected recurrent expenditure to be incurred by the Academy Trust before the Academy opens and for which grant is sought. This budget must either be agreed to or modified by the Secretary of State as he considers appropriate ("Approved Implementation Budget").

68B) Both parties recognise that as the project develops it may be necessary to revise individual costs in the Approved Implementation Budget and to move costs between budget headings in order to ensure that the project remains within its approved budget. Where the Academy Trust wishes to make such an adjustment of over £10,000, the reason for the change and a revised budget

must be submitted to the Secretary of State for approval.

68C) The Secretary of State will pay Implementation Grant to the Academy Trust on the basis of claims for grant submitted to the Secretary of State in accordance with the Approved Implementation Budget and in the notified format with supporting invoices, receipts and documents as required by the Secretary of State, if the grant claim is acceptable, the Secretary of State undertakes to use reasonable endeavours to pay the amount due as soon as possible and in any event within 21 calendar days from the day on which it was received. If a dispute arises over whether a grant claim or part of it is acceptable, both parties undertake to attempt to resolve the dispute in good faith.

68D) Any amount in the Approved Implementation Budget in respect of which the expenditure has not been incurred by the Academy Trust by the date on which the Academy opens will lapse and no Implementation Grant will be payable in respect of that part of the Approved Implementation Budget. Any amount of Implementation Grant which has been paid but remains unexpended on relevant expenditure by the date on which the Academy opens will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Academy Trust after the Academy has opened. Any amount of Implementation Grant which is found to have been used on ineligible expenditure will, without prejudice to any other mode of recovery, be taken into account in determining the total amount of grant to be paid to the Academy Trust.

General Annual Grant

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

- a) teachers' salaries and related costs (including full and part time teaching staff and seconded teachers);
- b) non-teaching staff salaries and related costs (including pension contributions, educational support staff, administrative and clerical staff and manual and premises related staff);
- c) employees' expenses;

- d) the purchase, maintenance, repair and replacement:
 - (i) of teaching and learning materials and other educational equipment, including books, stationery and ICT equipment and software, sports equipment and laboratory equipment and materials;
 - (ii) of other supplies and services;
 - e) examination fees;
 - f) repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing, lighting etc); maintenance of grounds (including boundary fences and walls); cleaning materials and contract cleaning; water and sewage; fuel and light (including fuel oil, solid and other fuel, electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;
 - g) insurance;
 - h) medical equipment and supplies;
 - i) staff development (including in-service training);
 - j) curriculum development;
 - k) the costs of providing school meals for pupils (including the cost of providing free school meals to pupils who are eligible to receive them), and discretionary grants to pupils to meet the cost of pupil support, including support for pupils with special educational needs or disabilities (taking account of the fact that separate additional money will be available for pupils with statements of special educational needs);
 - l) administration;
 - m) establishment expenses and other institutional costs.
- 70) Subject to clauses to 78-79, GAG for each Academy Financial Year for the Academy will be the total of the following areas of funding;
- a) Formula Funding: Funding equivalent to the level of funding which would be provided through the funding formula of the LA to a maintained school which

had all of that Academy's relevant characteristics, including its number of pupils;

- b) Local Authority Central Spend Equivalent; Funding representing a proportion of the LA Education Budget money which the LA would be able to retain, from the non-delegated elements of the Schools Budget and the relevant items in the LA Block, if the Academy were a maintained school. The proportion which this funding will represent will be based on the elements of the LA's Section 52 Budget Return which are relevant to that Academy.
- c) Specialist Schools Allowance: Funding equivalent to that which a maintained school with the Academy's characteristics would receive in respect of their participation in the specialist schools programme;

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

- a) funding for matters for which it is necessary for the Academy to incur extra costs, for as long as those costs are deemed necessary by the Secretary of State; and
- b) payments in respect of further, specific grants made available to maintained schools, where the Academy meets the requisite conditions and criteria necessary for a maintained school to receive these grants.

72) Subject to clause 73, the basis of the pupil number count for the purposes of determining GAG for an Academy Financial Year for the Academy will be the Academy Trust's estimate each November for numbers on roll in the following September for the Academy.

73) Once the conditions specified in clause 74 have been satisfied with respect to the Academy for the Academy Financial Year for which funding is being calculated, the basis of the pupil number count for the purpose of determining GAG for the Academy will be:

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

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

74) For the purpose of clause 73, the conditions are:

- a) all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and
- b) the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, which is 780 pupils.

75) For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clause 72, an adjustment will be made to the following Academy Financial Year's formula funding element of GAG for the Academy to recognise any variation from that estimate greater than or lower than 2.5%. The additional or clawed-back grant will be only that amount relevant to the number of pupils beyond the 2.5% variation.

76) For any Academy Financial Year in which GAG for the Academy is calculated in accordance with clause 73, no adjustment will be made to the formula funding element in the following Academy Financial Year's formula funding element of GAG unless the Academy Trust demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on costs, such as an extra class. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the annual letter of funding.

77) The Secretary of State recognises that:

- a) Where the Academy opens with an intake representing only a proportion of the final planned size of the Academy, payments based simply upon the number of pupils present are unlikely to be sufficient to meet the Academy's needs in the Academy Financial Years before all age groups are present at their planned size (the "Start-up Period") because of a lack of economies of scale. The Secretary of State undertakes to pay an appropriately larger GAG

in the Start-up Period than would be justified solely on the basis of the methods set out in clauses 70-76, in order to enable the Academy to operate effectively. The Academy Trust will make a bid to the Secretary of State for this addition to GAG based upon need and providing appropriate supporting evidence;

- b) Where the Academy opens with pupils transferred from one or more maintained schools which have closed, additional GAG resources will be required to take account of transitional costs including any costs associated with supporting the integration of pupils from the closed schools and, where necessary, to offer a dual curriculum.

78) During the Start-up Period or during the period when year groups are present who have transferred from a predecessor school or schools, the Secretary of State will pay a further element of GAG additional to that calculated in accordance with the methods set out in clauses 70-76 to allow the Academy to:

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

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

79) The Secretary of State recognises that if he serves notice of intention to terminate this Agreement, the intake of new pupils during the notice period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Academy's needs during the notice period. The Secretary of State undertakes to pay a reasonable and appropriately larger GAG with respect to the Academy in the notice period than would be justified solely on the basis of the methods set out in clauses 70-76, in order to enable the Academy to operate effectively.

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

the interests and the education of the pupils at the Academy.

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

Earmarked Annual Grant

82) Earmarked Annual Grant ("EAG") shall be paid by the Secretary of State to the Academy Trust in respect of either recurrent or Capital Expenditure for such specific purposes as may from time to time be agreed between the Secretary of State and the Academy Trust and as described in the relevant funding letter. The Academy Trust shall only spend EAG in accordance with the scope, terms and conditions of the grant set out in the relevant funding letter.

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

Arrangements for Payment of GAG and EAG

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

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

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

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

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

87) The amounts of GAG for an Academy Financial Year will be determined annually by the Secretary of State. The amount of GAG for the Academy will be notified to the Academy Trust in a funding letter not later than 1 April preceding that Academy Financial Year (the "annual letter of funding"). The annual letter of funding will not include the amount that the Academy Trust will receive in respect of grants for which information to enable timely calculation is not available or is incomplete, such grants will be notified as soon as practicable later in the year. Amounts of EAG will be notified to the Academy Trust wherever possible in the annual letter of funding or as soon as practicable thereafter.

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

Other relevant funding

89) The Secretary of State shall meet a proportion of the Academy Trust's costs arising from the inclusion of Academies in the Schedules to the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999. The Secretary of State shall meet the costs of the employees' prior eligible service, being service prior to the opening of the Academy, and the Academy Trust will meet the costs of service after the opening of the Academy. The Academy Trust shall seek the Secretary of State's consent for these redundancies, such consent not to be unreasonably withheld, before committing to the redundancies.

90) The Secretary of State may meet costs incurred by the Academy Trust in

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

- 91) The Academy Trust may also receive funding from an LA in respect of the provision detailed in statements of SEN for pupils attending an Academy in accordance with the provisions of Section 483A of the Education Act 1996 and regulations made under that section. The Academy Trust shall ensure that all provision detailed in statements of SEN is provided for such pupils.
- 92) The Academy Trust may also receive funding for the Academy from the LA's Standards Fund. This is a scheme under which the Standards Fund money is to be distributed by the Secretary of State to LAs and schools and permits LAs to receive grants on behalf of Academies in the same way as they can do for maintained schools. The Academy Trust must ensure that the Academy uses any grants received under the Standards Fund in accordance with any conditions specified in relation to that grant. Grants paid to the Academy Trust from the Standards Fund are not paid under this Agreement.

Financial and Accounting Requirements

- 93) The Principal of the Academy Trust shall be the Academy Trust's Accounting Officer. The Accounting Officer will be personally responsible to the Academy Trust for ensuring regularity and propriety, and for the economic, efficient and effective use of resources (i.e. ensuring value for money), and administration of the financial affairs of Academy Trust. The Accounting Officer may delegate or appoint others, such as a Finance Director, to assist in carrying out these responsibilities.
- 94) The Academy Trust shall abide by the provisions within the Academies Financial Handbook published by the DCSF and amended from time to time, which sets out in detail provisions for the financial management of the Academy including guidance on financial systems and controls and accounting and reporting requirements.
- 95) The formal budget plan should take into account items in the School

Development Plan requiring expenditure and must be approved each Academy Financial Year by the Governing Body.

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

- a) in its conduct and operation it shall apply financial and other controls which conform to the requirements both of propriety and of good financial management;
- b) arrangements have been made to maintain proper accounting records and that statements of income and expenditure and balance sheets may be produced in such form and frequency as the Secretary of State may from time to time reasonably direct;
- c) such financial statements are published at the end of each Academy Financial Year in such form and manner as the Secretary of State may reasonably direct and a copy sent to him by 31 December each Academy Financial Year. These should carry an audit report stating that, in the opinion of the auditors, the statements show a true and fair view of the Academy Trust's affairs and that the grants were used for the purposes intended;
- d) the Academy Trust prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 2006;
- e) a statement of the accounting policies used is sent to the Secretary of State with the financial statements;
- f) the Academy Trust insures or procures insurance by another person of its assets in accordance with normal commercial practice or under the terms of any subsisting leases in respect of the leasehold interest of the site upon which the Academy is situated;
- g) the Academy Trust prepares and files with the Charity Commission annual accounts prepared in accordance with the Statement of Recommended Practice;
- h) the Academy Trust shall comply with their obligation under the Charities Act 1993 and the Charities Act 2006 (or any statutory re-enactment or

modification of those Acts) with regard to the preparation of an annual report and its transmission to the Charity Commission;

- i) the Academy Trust shall ensure that its accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of State.

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

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

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

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

- b) a statement of proposed recurrent expenditure for that Academy Financial Year;
 - c) a statement of proposed capital expenditure for that Academy Financial Year.
- 100) At the beginning of any Academy Financial Year the Academy Trust may hold unspent GAG from previous Academy Financial Years amounting to 12% of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. This carried forward amount may be used as follows:
- a) equivalent to 2% of the total GAG payable in the Academy Financial Year just ended may be used by the Academy Trust for any of the purposes for which GAG is paid;
 - b) equivalent to 12% of the total GAG payable in the Academy Financial Year just ended, or such higher figure as may from time to time be agreed, minus any amount used under sub-clause (a) above, may be used on the upkeep and improvement of premises, including the costs of equipment and routine repairs and maintenance of the Academy, and on capital expenditure relating to the Academy.
- 101) Notwithstanding clause 100, any additional grant provided over and above that set out in clauses 70-76 and made in accordance with clauses 77-79 may be carried forward without limitation or deduction until the Start-up Period or the circumstances set out in clause 79 come to an end.
- 102) Any savings of GAG not allowed to be carried forward under clauses 100-101 will be taken into account in the payment of subsequent grant.
- 103) The Academy Trust may also accumulate funds from private sources or public sources other than grants from the Secretary of State for application to the benefit of the Academy as it sees fit. Any surplus arising from private sources or public sources other than grants from the Secretary of State shall be separately identified in the Academy Trust's balance sheet.
- 104) The Academy Trust shall not, without the prior written consent of the Secretary of State which shall not be unreasonably withheld or delayed:

- a) except such as are given in normal contractual relations, give any guarantees, indemnities or letters of comfort;
 - b) write off any debts or liabilities owed to it above a value to be set out in the annual letter of funding, nor offer to make any ex gratia payments;
 - c) make any sale or purchase of freehold property; or
 - d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.
- 105) Each discovered loss of an amount exceeding the amount set out in the annual letter of funding, and arising from suspected theft or fraud, shall be reported by the Academy Trust to the Secretary of State at the earliest opportunity.
- 106) It is the responsibility of the Academy Trust to ensure that the Academy balances its budget from Academy Financial Year to Academy Financial Year.

Borrowing Powers

- 107) The Academy Trust shall not borrow without specific approval of the Secretary of State, such approval may only be granted in limited circumstances. The Academy Trust shall not operate an overdraft except to cover irregularities in cash flow. Such an overdraft, and the maximum amount to be borrowed, shall require approval by the Academy Trust in General Meeting and in writing by the Secretary of State, and shall be subject to any conditions which the Secretary of State may reasonably impose.

Disposal of Assets

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

disposal, of a capital asset by the Academy Trust shall require the consent of the Secretary of State, such consent not to be unreasonably withheld or delayed, where:

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

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

- 110) This clause applies in the event, during the lifetime of this agreement, of the disposal of a capital asset for which capital grant of any amount was paid by the Secretary of State, where the asset was acquired by the Academy Trust. In this event, the Academy Trust shall repay to the Secretary of State the same proportion of the proceeds of the disposal as equates with the proportion of the original cost met by the Secretary of State, unless the Secretary of State agrees to some or all of the proceeds being retained by the Academy Trust for its charitable purposes.
- 111) This clause applies in the event, during the lifetime of this agreement, that the Secretary of State consents to the disposal of an asset which was transferred to the Academy Trust from an LA for no or nominal consideration. In this event the Secretary of State may give consent on the basis that all or part of the proceeds of the disposal should be made over to the LA from which the asset was transferred, taking into account the amount of the proceeds to be reinvested by the Academy Trust. The Secretary of State will have regard to any representations from the Academy Trust and the LA from which the asset was transferred before giving consent under this clause.
- 112) Except with the consent of the Secretary of State, the Academy Trust shall not dispose of assets for a consideration less than the best price that can reasonably be obtained, such consent not to be unreasonably withheld or

delayed.

TERMINATION

- 113) Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2018 or any subsequent anniversary of that date.
- 114) If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 12 of this Agreement or that the conditions and requirements set out in clauses 13-61 of this Agreement are not being met, or that the Academy Trust is otherwise in material breach of the provisions of this Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.
- 115) Any such notice shall be in writing and shall:
- a) state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 12 of this Agreement or is not meeting the conditions and requirements of clauses 13-61 of this Agreement or the Academy Trust is otherwise in material breach of the provisions of this Agreement;
 - b) specify the measures needed to remedy the situation or breach;
 - c) specify a reasonable date by which these measures are to be implemented; and
 - d) state the form in which the Academy Trust is to provide its response and a reasonable date by which it must be provided.
- 116) If no response is received by the date specified in accordance with clause 115(d), the Secretary of State may give the Academy Trust 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 117) If a response is received by the date specified in accordance with clause 115(d) the Secretary of State shall consider it, and any representations made by the Academy Trust, and shall, within three months of its receipt, indicate that:

- a) he is content with the response and/or that the measures which he specified are being implemented; or
 - b) he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
 - c) he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 118) In the circumstances of clause 117(c) the Secretary of State shall notify the Academy Trust why he believes that he cannot be reasonably satisfied and, if so requested by the Academy Trust within thirty days from such notification, he shall meet a deputation including representatives from Governing Body to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 12 of this Agreement or does not and will not meet the conditions and requirements set out in clauses 13-61 of this Agreement or the Academy Trust is in material breach of the provisions of this Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Academy Trust twelve months written notice to terminate this Agreement.
- 119) If the Secretary of State has cause to serve a notice on the Academy Trust under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 118 may be shortened to a period deemed appropriate by the Secretary of State.
- 120) A "Special Measures Termination Event Occurs" when:
- a) the Chief Inspector gives a notice to the Academy Trust in accordance with section 13(3) of the Education Act 2005 (the "Special Measures Notice") stating that in his opinion special measures are required to be taken in relation to the Academy; and
 - b) not less than the Minimum Period after the Special Measures Notice, the Chief Inspector carries out a subsequent inspection of the Academy in

accordance with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

- c) the Secretary of State shall have requested the Academy Trust to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Academy Trust proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and
 - d) the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Academy Trust is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.
- 121) If a Special Measures Termination Event occurs, the Secretary of State may:
- a) by notice in writing to the Academy Trust terminate this Agreement forthwith; or
 - b) appoint such Further Governors to the Academy Trust as he thinks fit in accordance with the Academy Trust's Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement.
- 122) In the event that the Secretary of State appoints Further Governors in accordance with clause 121(b), the Academy Trust must, upon the request of the Secretary of State, procure the resignation of the Sponsor Governors (as defined in the Articles) in accordance with the Academy Trust's Articles.
- 123) The Secretary of State may at any time by notice in writing terminate this Agreement forthwith on the occurrence of any of the following events:-
- a) the Academy Trust calls a meeting of its creditors (whether formal or informal) or enters into any composition or arrangement (whether formal or informal) with its creditors; or

- b) the Academy Trust proposes a voluntary arrangement within Section 1 of the Insolvency Act 1986; or
 - c) the Academy Trust is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 provided that, for the purposes of this clause. Section 123 (1)(a) of the Insolvency Act 1986 shall have effect as if the amount of £10,000 was substituted for £750. The Academy Trust shall not be deemed unable to pay its debts for the purposes of this clause if any such demand as is mentioned in the said Section is being contested in good faith by the Academy Trust; or
 - d) the Academy Trust has a receiver and manager (with the exception of Receivers and Managers or Interim Managers appointed by the Charity Commission under the Charities Act 1993 or any subsequent re-enactment of that Act), administrator or administrative receiver appointed over all or any part of its undertakings, assets or income; or
 - e) any distraint, execution or other process is levied or enforced on any of the Academy Trust's property and is not paid out, withdrawn or discharged within fifteen Business Days; or
 - f) the Academy Trust has passed a resolution for its winding up; or
 - g) an order is made for the winding up or administration of the Academy Trust.
- 124) The Academy Trust shall notify the Secretary of State as soon as possible after receiving any petition which may result in an order for the winding up or administration of the Academy Trust and shall provide an explanation to the Secretary of State of the circumstances giving rise to the service of such a petition.

Effect of Termination

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

- 126) 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.
- 127) Subject to clause 128, if the Secretary of State terminates this Agreement for reasons other than that a Special Measures Termination Event occurs, that the Academy no longer has the characteristics set out in clause 12 of this Agreement, or is no longer meeting the conditions and requirements set out in clauses 13-61 of this Agreement or that the Academy Trust is otherwise in material breach of the provisions of this Agreement, the Secretary of State shall indemnify the Academy Trust.
- 128) The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Academy Trust, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.
- 129) The categories of expenditure incurred by the Academy Trust in consequence of the termination of this Agreement in respect of which the Secretary of State shall indemnify the Academy Trust include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.
- 130) Subject to clause 131, on the termination of this agreement however occurring, the Academy Trust shall in respect of any of its capital assets at the date of termination:
- (a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later; or
 - (b) if the Secretary of State confirms that a transfer under clause

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

131) The Secretary of State may waive in whole or in part the repayment due under clause 130(b) if:

- a) The Academy Trust obtains his permission to invest the proceeds of sale for its charitable objects; or
- b) The Secretary of State directs all or part of the repayment to be paid to the Local Authority.

132) If any land or premises of the Academy were acquired by the Academy Trust from an LA by a scheme under Schedule 35A of the Education Act 1996 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 Education Act 1996 , the Academy Trust may dispose of its interest in that land or premises but only with the consent of the Secretary of State, who shall have regard to any representations from the Academy Trust and the LA from which the land was transferred before giving or withholding that consent.

GENERAL

Information

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

- a) curriculum;
- b) arrangements for the assessment of pupils;

- c) targets, including those set in accordance with the provisions of clause 20;
- d) teaching staff including numbers, qualifications, experience, salaries, and teaching loads;
- e) class sizes;
- f) outreach work with other schools and the local community;
- g) operation of the admission criteria and over subscription arrangements for the Academy including numbers of applications for places and the number and characteristics of pupils accepted for admission;
- h) numbers of pupils excluded (including permanent and fixed term exclusions);
- i) levels of authorised and unauthorised attendance;
- j) charging and remissions policies and the operation of those policies;
- k) organisation, operation and building management;
- l) financial controls; and
- m) membership and proceedings of the Governing Body.

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

Access by the Secretary of State's Officers

135) The Academy Trust shall allow access to the premises of the Academy at any reasonable time to DCSF officials. All records, files and reports relating to the running of the Academy shall be available to them at any reasonable time. The Academy Trust shall provide the Secretary of State in advance with papers relating to the Academy prepared for meetings

of the Governing Body and of the members of the Academy Trust. Two DCSF officials shall be entitled to attend and to speak at all such meetings, but shall withdraw from any discussion of the Academy's or the Academy Trust's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State. The Academy Trust shall take any steps which are required to secure its compliance with the obligations imposed by this clause of the agreement.

136) The Academy Trust shall ensure that:

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

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

137) There may be excluded from any item required to be made available for inspection by any interested party and to be sent to the Secretary of State by virtue of clause 136, any material relating to:

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

Notices

138) Any notice or other communication concerning this Agreement shall be sent, in the case of a notice or communication from the Secretary of State to the Academy Trust at its registered office or such other addressee/address as may be notified in writing from time to time by the Academy Trust and, in the case of a notice or communication from the Academy Trust to the

Secretary of State to Head of Academies Division, Department for Children, Schools and Families, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.

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

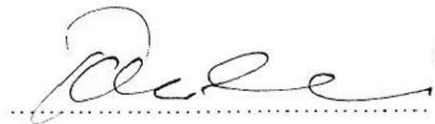
General

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

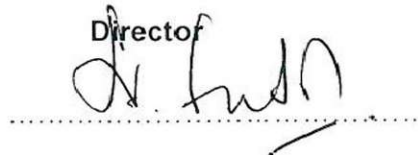
This Agreement was executed as a Deed on 9th JUNE 2009

EXECUTED on behalf of Hammersmith Academy Trust


by

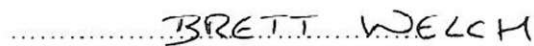


Director



Director/Secretary

The Corporate Seal of the Secretary of State for Children, Schools and Families, hereunto affixed was authenticated by: 


BRETT WELCH

Duly Authorised



ANNEX A

MEMORANDUM AND ARTICLES

THE COMPANIES ACTS

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
HAMMERSMITH ACADEMY TRUST

THE COMPANIES ACTS

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF HAMMERSMITH ACADEMY TRUST

1. The Company's name is Hammersmith Academy Trust (and in this document it is called "the Trust").
2. The Trust's registered office is to be situated in England and Wales.

Objects

3. The Trust's objects ("the Objects") are to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing a school offering a broad curriculum with a strong emphasis on, but in no way limited to creative and digital media and information technology ("the Academy").

Powers

4. In furtherance of the Objects but not further or otherwise the Trust may exercise the following powers:-
 - (a) to establish, maintain, carry on, manage and develop the Academy in the Borough of Hammersmith or Fulham;
 - (b) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
 - (c) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
 - (d) to carry out research into the development and application of new techniques in education in particular in relation to the Academy's area of curricular specialisation and to its approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils in Academies;
 - (e) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
 - (f) subject to clause 5(3) below to engage such employees, consultants and professional or other advisers, as are necessary for the proper pursuit of

the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants: Provided that such staff shall not be Governors, save for the head teacher of the Academy and staff or teacher Governors elected in accordance with the Academy's Articles of Association;

- (g) to open and operate bank accounts in the name of the Trust and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (h) to raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (i) subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Trust may think fit;
- (j) to invest the moneys of the Trust not immediately required for the furtherance of its Objects in or upon such investments, securities or property as may be thought fit, to hold the same as investments and to sell, exchange, carry and dispose of the same, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (k) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (l) to pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- (m) to provide indemnity insurance to cover the liability of Governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Governors in their capacity as Governors;
- (n) to trade in the course of carrying out the objects of the Trust and carry on any other trade which is not expected to give rise to takable profits;
- (o) to incorporate subsidiary companies to carry on any trade;
- (p) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
- (q) to do all such other lawful things as are necessary for or are incidental to or

conducive to the achievement of the Objects.

Limitation on Private Benefits

5. (1) The income and property of the Trust shall be applied solely towards the promotion of the Objects, and none of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Trust. This does not prevent a Member who is not also a Governor receiving reasonable and proper remuneration for any goods or services supplied to the Trust.
- (2) (a) A Governor may at the discretion of the Governing Body be reimbursed from the property of the Trust for reasonable expenses properly incurred by him or her when acting on behalf of the Trust, but excluding expenses in connection with foreign travel.
- (b) A Governor may benefit from any indemnity insurance purchased at the Trust's expense to cover the liability of the Governors in accordance with clause 4(m)
- (3) No Governor may:
- (a) buy any goods or services from the Trust;
 - (b) sell goods, services, or any interest in land to the Trust;
 - (c) be employed by, or receive any remuneration from the Trust;
 - (d) receive any other financial benefit from the Trust;
- unless:
- (i) the payment is permitted by sub-clause (4) of this clause and the Governors follow the procedure and observe the conditions set out in sub-clause (5) of this clause; or
 - (ii) the Governors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- (4) (a) A Governor may receive a benefit from the Trust in the capacity of a beneficiary of the Trust.
- (b) A Governor may be employed by the Trust or enter into a contract for the supply of goods or services to the Trust, other than for acting as a Governor.
- (c) A Governor may receive interest on money lent to the Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Governors.
- (d) A company of which a Governor is a Member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Governor holds no more than 1% of the issued capital of that company.

(e) A Governor may receive rent for premises let by the Governor to the Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

- (5) (a) The Trust and its Governors may only rely upon the authority provided by sub-clause 5(4) if each of the following conditions is satisfied:
- (i) The remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances.
 - (ii) The Governor is absent from the part of any meeting at which there is discussion of:
 - his or her employment or remuneration, or any matter concerning the contract; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(4); or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(4).
 - (iii) The Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting.
 - (iv) The other Governors are satisfied that it is in the interests of the Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against that disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest).
 - (v) The reason for their decision is recorded by the Governors in the minute book.
 - (vi) A majority of the Governors then in office have received no such payments.

(b) The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is.

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;

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

(6) In sub-clauses (2)-(5) of this clause 5:

- (a) "company" shall include any company in which the Trust:
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more Governors to the Board of the company.
- (b) "Governor" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Governor or any person living with the Governor as his or her partner.

Limited liability

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

Winding up

8. If the Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Trust, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by clause 4 above, chosen by the Members of the Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.
9. No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association which would have the effect (a) that the Trust would cease to be a company to which section 30 of the Companies Act 1985 applies; or (b) that the Trust would cease to be a charity.

Definitions

10. Words and phrases used in this Memorandum of Association have the same meaning as are ascribed to them in the Articles of Association of the Trust.

WE, the persons whose names and addresses are written below wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

Name The Wardens and Commonalty of the Mystery of Mercers of the City of London (commonly called The Mercers' Company)

Address Mercers' Hail, Ironmonger Lane, London, EC2V 8HE

Date 11 October 2007

Name The Worshipful Company of Information Technologists Charitable Operations (CRN 5697772)

Address 39A Bartholomew Close, London, EC 1A 7JN

Date 11 October 2007

THE COMPANIES ACTS

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
HAMMERSMITH ACADEMY TRUST

THE COMPANIES ACTS

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF HAMMERSMITH ACADEMY TRUST

INTERPRETATION

1. In these Articles:

Academy	means the Academy referred to in clause 3 of the memorandum and established by the Trust;
Additional Governor	means a Governor appointed by the Secretary of State in accordance with Articles 50 to 52.
address	includes a number or address used for the purposes of sending or receiving documents by electronic means
Appointed Governor	means a Sponsor, LA, Co-opted or Additional Governor appointed under these Articles;
Articles	means these articles of association of the Trust;
circulation date	in relation to a written resolution has the meaning given to it in the Companies Acts;
clear days	in relation to the period of a notice means the period excluding the day on which the notice is given or deemed to be given and the day on which it is to take effect;
Clerk	means the secretary of the Trust or any other person appointed to perform the duties of the secretary of the Trust, including a joint, assistant or deputy secretary;
Companies Acts	has the meaning given to it in section 2 of the Companies Act 2006;
Co-opted Governor	means a Governor appointed in accordance with Article 49 ;
electronic form and electronic means	have the meanings respectively ascribed to them in the Companies Act 2006;
executed	includes any mode of execution;
Governors	means the directors of the Trust (and "Governor" has a corresponding meaning);
Governing Body	means the Governors;
hard copy and hard copy form	have the meanings respectively ascribed to them in the Companies Act 2006
Head Teacher	means the head teacher of the Academy;

LA	means the Local Education Authority, being the London Borough of Hammersmith and Fulham
LA Governor	means a Governor appointed in accordance with Article 43;
Member	means a member of the Trust being someone who is bound by the undertaking contained in clause 7 of the Memorandum;
Memorandum	means the memorandum of association of the Trust;
Parent Governor	means a Governor elected or appointed in accordance with Articles 44 to 48
Principal Sponsors	means (i) The Master and Wardens of the Commonalty and Mystery of Mercers of the City of London (commonly known as The Mercers' Company and (ii) The Worshipful Company of Information Technologists Charitable Operations subscribers to the Memorandum and Articles;
Seal	means the common seal of the Trust if it has one;
Secretary of State	means the Secretary of State for Children, Schools and Families;
Sponsor Governor	means a Governor appointed by one of the Principal Sponsors
Teacher	means a teacher employed under a contract of employment or a contract for services or otherwise engaged to provide services as a teacher;
Trust	means the company which is regulated by these articles;
United Kingdom	means the United Kingdom of Great Britain and Northern Ireland.

Words importing the masculine gender only shall include the neuter or feminine gender.

Words importing the singular number only shall include the plural number, and vice versa.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts.

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles became binding on the Trust.

Any reference in these Articles or Memorandum to an enactment includes a reference to that enactment as re-enacted or amended or replaced from time to time and to any subordinate legislation made under it.

Objects

2. The Trust is established for the objects expressed in the Memorandum.

Members

3. Upon incorporation, the Members of the Trust shall comprise the Principal Sponsors and thereafter shall comprise:
 - (a) The Principal Sponsors;
 - (b) Two persons who may be appointed by each of the Principal Sponsors;
 - (c) One person who may be appointed by the Secretary of State;
 - (d) any person appointed under article 6;
4. Each of the persons entitled to appoint Members pursuant to Article 3 shall notify the Trust in writing delivered to the Trusts registered office of any such appointments and shall have the right from time to time by written notice delivered to the Trust's registered office to remove any Member appointed by him and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.
5. If any of the persons entitled to appoint Members in Article 3 cease to exist, die or become legally incapacitated their right to appoint Members under these articles shall vest in the remaining Members.
6. The Members may agree unanimously in writing to appoint such additional Members as they think fit and may unanimously in writing agree to remove any such additional Members.
7. Every person appointed a Member of the Trust shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
8. If a person becomes a Member as representative of an unincorporated association or body, the name of the Member, the name of the unincorporated association or body and the fact that the Member is its representative shall be entered in the register of Members. The unincorporated association or body shall be entitled to replace the Member who is its representative with another person by giving notice to the Trust and without it being necessary for the outgoing Member to give notice or the incoming Member to sign the register of Members or a written consent pursuant to Article 7.
9. Every corporate Member shall appoint an individual to represent it at meetings of the Trust and the name of such representative and the fact that he or she is the representative of such Member shall be noted in the register of Members. A corporate Member shall be able to replace its representative with another individual by giving written notice to the Trust.

10. Subject to Article 8, membership shall not be transferable and shall cease on death. A member shall cease to be a member if he becomes bankrupt or makes any arrangement or composition with his creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not a receiver and manager appointed under Section 18 of the Charities Act 1993) appointed over all or any parts of its assets or an order is made or a resolution passed for its winding up.
11. A Member may resign provided that after such resignation the number of Members is not less than 3. A Member shall cease to be a Member immediately on the receipt by the Trust of a notice in writing signed by him, or as the case may be, by the person or persons entitled to remove him under articles 4 or 6 provided that no such notice shall take effect when the number of Members is less than three unless it contains or is accompanied by the appointment of a replacement Member.

General Meetings

12. The Trust shall hold an Annual General Meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Trust and that of the next. Provided that so long as the Trust holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Governors shall appoint. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
13. The Governors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Acts, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after the receipt of the requisition. If there are not within the United Kingdom sufficient Governors to call a general meeting, any Governor or any Member of the Trust may call a general meeting.

Notice of General Meetings

14. An Annual General Meeting and an Extraordinary General Meeting shall be called by at least fourteen clear days' notice unless the Companies Act requires a longer period. A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the Members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all the Members, to the Governors and auditors.
15. Notice of general meetings, shall be served in accordance with Articles 112 to

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

Proceedings at General Meetings

17. No business shall be transacted at any meeting unless a quorum is present. A Member counts towards the quorum by being present either in person or in the case of a corporate member by its authorised representative being present or by proxy. Two persons entitled to vote upon the business to be transacted, each being a Member or a duly authorised representative of a Member organisation, or one third (rounded up to a whole number) of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.
18. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Governors may determine.
19. The chairman, if any, of the Governors or in his absence some other Governor nominated by the Governors shall preside as chairman of the meeting, but if neither the chairman nor such other Governor (if any) be present within fifteen minutes after the time appointed for the holding the meeting and willing to act the Governors present shall elect one of their number to be chairman and, if there is only one Governor present and willing to act, he shall be the chairman.
20. If no Governor is willing to act as chairman, or if no Governor is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
21. A Governor shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
22. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
23. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:-

- (a) by the chairman; or
 - (b) by at least two Members having the right to vote at the meeting ; or
 - (c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
24. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
25. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
26. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results. The result of the poll shall be the resolution of the meeting at which the poll was demanded.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
28. A poll demanded on the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
29. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
30. The Trust may make arrangements for Members to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendees may securely identify themselves, hear the proceedings and cast their votes on line.
31. A resolution in writing executed by or on behalf of Members in accordance with the Companies Acts shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more

Members.

Votes of Members

32. Subject to article 27, on the show of hands every Member present in person or in the case of a corporate member its duly authorised representative shall have one vote. On a poll every Member present in person or in the case of a corporate member by its duly authorised representative or by proxy shall have one vote.
33. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Governors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
34. No objections shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
35. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve) -

"I/We.....of....., being a Member/Members of the above named company, hereby appoint of.....or failing him.....of.....as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Trust to be held on... 200[], and at any adjournment thereof.

Signed on. . . . 200[]"

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

"IAA/e,.....of.....being a Member/Members of the above-named company, hereby appoint of.....or failing him.... of.....as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Trust, to be held on 200[],

and at any adjournment thereof.

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

Resolution No. 1 *for* against

Resolution No. 2 *for* against.

* Strike out whichever is not desired.

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

Signed on 200[]"

37. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified by a notary or in some other way approved by the Governors may -
- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, **be** deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;
 - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the clerk or to any governor;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
38. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Governors

39. The number of Governors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

40. The Governing Body shall comprise:
- (a) up to four Governors appointed by each of the Principal Sponsors (Sponsor Governors)
 - (b) one Governor who may be appointed by the LA (LA Governor)
 - (c) one Parent Governor save that the first Parent Governor shall not be elected or appointed until the second term of the Academy's first year of operation.

The Trust may also have the following Governors:

- (d) any Co-opted Governor appointed under article 49;
 - (e) any Additional Governor appointed under article 52;
 - (f) the Head Teacher, if appointed jointly by the Principal Sponsors
41. The first Governors shall be those persons named in the statement delivered pursuant to section 10(2) of the Companies Acts, who shall be deemed to have been appointed under article 42 and shall be deemed to be Sponsor Governors. Future Sponsor Governors shall be appointed under Article 42.

Appointment and Election of Governors

42. The Principal Sponsors shall appoint the Sponsor Governors and may together appoint the Head Teacher as a Governor.
43. The LA may appoint the LA governor.
44. Subject to Article 48, the Parent Governor shall be elected by parents of registered pupils at the Academy. A Parent Governor must be such a parent at the time when he is elected.
45. The Governing body shall make all necessary arrangements for, and determine all other matters relating to, an election of Parent Governors, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of a Parent Governor which is contested shall be held by secret ballot
46. The arrangements made for the election of a Parent Governor shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Trust by a registered pupil at the Academy.
47. When there is a vacancy for a Parent Governor, the Governing Body shall take such steps as are reasonably practical to procure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy, that the vacancy may be filled by election, that he is entitled to stand as a candidate, that he is entitled to vote at the election, and of the arrangements made for the election.

48. If no parent or parents stand for election, the Governing Body shall appoint the Parent Governor. In appointing a Parent Governor the Governing Body shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

Co-opted Governors

49. The Governing Body may appoint up to five Co-opted Governors. A Co-opted Governor means a person who is appointed to be a Governor by being co-opted by resolution of Governors who have not themselves been so appointed.

Appointment of Additional Governors

50. The Secretary of State may give a warning notice to the Governing Body where—
- (a) he is satisfied—
 - (i) that the standards of performance of pupils at the Academy are unacceptably low and are likely to remain so unless the Secretary of State exercises his powers under article 52, or
 - (ii) that there has been a serious breakdown in the way the Academy is managed or governed which is prejudicing, or likely to prejudice, such standards of performance, or
 - (iii) that the safety of pupils or staff of the Academy is threatened (whether by a breakdown of discipline or otherwise); and
 - (b) the Secretary of State has previously informed the Governing Body of the matters on which that conclusion is based; and
 - (c) those matters have not been remedied to the Secretary of State's satisfaction within a reasonable period.
51. For the purposes of article 50 (a) 'warning notice' is a notice in writing by the Secretary of State setting out—
- (a) the matters referred to in Article 50(a);
 - (b) the action which he requires the Governing Body to take in order to remedy those matters; and
 - (c) the reasonable period within which that action is to be taken by the Governing Body ('the compliance period').
52. The Secretary of State may appoint Additional Governors as he thinks fit if the Secretary of State has:
- (a) given the Governing Body a warning notice in accordance with article

50;and

- (b) the Governing Body has failed to comply, or secure compliance, with the notice to the Secretary of State's satisfaction within the compliance period; and
- (c) the Secretary of State has given reasonable notice in writing to the Governing Body that he proposes to exercise his powers under this article.

Term of office of Governors

53. The term of office for any Governor shall be not more than 4 years. Every Governor shall vacate his office at the end of the specified term unless this would leave fewer than three Governors in office, he is re-appointed, or in the case of Parent Governor he may, if eligible, offer himself for re-election or election, or for re-appointment as the case may be. Except in exceptional circumstances or where the Governor is also the Head Teacher, no Governor shall serve for more than 12 consecutive years after which he must remain out of office for at least a year before being eligible for re-appointment.

Resignation and Removal of Governors

54. A Governor shall cease to hold office if he resigns his office by notice to the Trust or in the case of the Head Teacher if he ceases to be the Head Teacher (but only if at least three Governors will remain in office when the notice of resignation is to take effect).
55. A Governor shall cease to hold office if he is removed by the person or persons who appointed him. This Article does not apply to any elected Parent Governor.
56. Where a Governor resigns his office or is removed from office, the Governor or, where he is removed from office, those removing him, shall give written notice thereof to the Trust.

Disqualification of Governors

57. No person shall be qualified to be a Governor unless he is aged 18 or over at the date of his election or appointment. No pupil of the Academy shall be a governor.
58. A Governor shall cease to hold office if in the reasonable opinion of the other Governors he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs and they resolve to remove him.
59. A Governor shall cease to hold office if he is absent without the permission of the governing body from all their meetings held within a period of six months and the Governors resolve that his office be vacated.
60. A person shall be disqualified from holding or continuing to hold office as a

Governor if—

- (a) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or-
 - (b) he is the subject of a bankruptcy restrictions order or an interim order.
61. A person shall be disqualified from holding or continuing to hold office as a Governor at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
62. A Governor shall cease to hold office if he ceases to be a Governor by virtue of any provision in the Companies Act or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).
63. A person shall be disqualified from holding or continuing to hold office as a Governor if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
64. A person is disqualified from holding or from continuing to hold office as a Governor at any time when he is disqualified from working with children under sections 28 and 29 of the Criminal Justice and Court Services Act 2000.
65. A person shall be disqualified from holding or continuing to hold office as a Governor if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002.
66. A person shall be disqualified from holding or continuing to hold office as a Governor where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 72 of the Charities Act 1993.
67. A person shall be disqualified from holding or continuing to hold office as a Governor at any time when he refuses a request by the Clerk to the Governing Body, following a referral from either the Chair of Governors or the Head Teacher, to make an application under section 113 of the Police Act 1997, as amended for a criminal records certificate. That application will be at an enhanced disclosure level. A referral by the Chair of Governors or the Head Teacher shall be made where the person is in their opinion giving cause for concern or where his duties involve regularly caring for, training, supervising, or being in sole charge of persons under 18. In the event that the certificate discloses any information which would in the opinion of either the

Chair of Governors or the Head Teacher confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

68. Where, by virtue of these articles a person becomes disqualified from holding, or continuing to hold office as a governor; and he is, or is proposed, to become such a governor, he shall upon becoming so disqualified give written notice of that facts to the Clerk.
69. Articles 57 to 67 also apply to any Member of any committee of the Governors who is not a governor.

Clerk to the Governing Body

70. Subject to the provisions of the Companies Acts, the secretary shall be appointed by the Governors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be appointed by them. The secretary shall be known as the Clerk. The Clerk shall not be a Governor nor the head teacher. Notwithstanding this Article, the Governing Body may, where the Clerk fails to attend a meeting of theirs, appoint any one of their number to act as clerk for the purposes of that meeting.

Chairman and Vice-Chairman of the Governing Body

71. The Governors shall elect a chairman from amongst the Sponsor Governors and a vice-chairman from amongst the Governors. A Governor who is employed to work at the Academy shall not be eligible for election as chairman or vice-chairman.
72. The chairman or vice-chairman shall hold office for such term as the Governors decide.
73. The chairman or vice-chairman may at any time resign his office by giving notice in writing to the clerk. The chairman or vice-chairman shall cease to hold office if—
 - (a) he ceases to be a Governor or in the case of the chairman ceases to be a Sponsor Governor;
 - (b) he is employed to work at the Academy;
 - (c) he is removed from office in accordance with these articles; or
 - (d) in the case of the vice-chairman, he is elected in accordance with these articles to fill a vacancy in the office of chairman.
74. Where by reason of any of the matters referred to in article 73, a vacancy arises in the office of chairman or vice-chairman, the Governors shall at their next meeting elect an appropriate Governor to fill that vacancy.

75. Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chairman for the purposes of the meeting.
76. Where in the circumstances referred to in article 75 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the Governors shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the Governor elected shall not be a person who is employed to work at the Academy.
77. The clerk shall act as chairman during that part of any meeting at which the chairman is elected, but for these purposes article 27 shall not apply.
78. Any election of the chairman or vice-chairman which is contested shall be held by secret ballot.
79. The Governors may remove the chairman or vice-chairman from office in accordance with this article:
- (a) a resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Governing Body shall not have effect unless—
 - it is confirmed by a resolution passed at a second meeting of the Governing Body held not less than fourteen days after the first meeting; and
 - the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.
 - (b) Before the Governing Body resolve at the relevant meeting on whether to confirm the resolution to remove the chairman or vice-chairman from office, the Governor or Governors proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

Powers of Governors

80. Subject to provisions of the Companies Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Trust shall be managed by the Governors who may exercise all the powers of the Trust. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Governors by the articles and a meeting of Governors at which a quorum is present may exercise all the powers exercisable by the governors.

81. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles the Governors shall have the following powers, namely:
- (a) to expend the funds of the Trust in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects; and
 - (b) to enter into contracts on behalf of the Trust.
82. The Governors shall exercise their powers and functions with a view to fulfilling a largely strategic role in the running of the school and shall consider any advice given by the Head Teacher.

Governors' expenses

83. Except to the extent permitted by clause 5 of the Memorandum and subject to Articles 104 to 106, no Governor shall take or hold any interest in property belonging to the Trust or receive remuneration or be interested otherwise than as a Governor in any contract to which the Trust is a party.

Minutes

84. The minutes of the proceedings of a meeting of the Governing Body shall be drawn up and entered into a book kept for the purpose by the person acting as clerk for the purposes of the meeting; and shall be signed (subject to the approval of the Governing Body) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of:
- (a) all appointments of officers made by the Governors; and
 - (b) all proceedings at meetings of the Trust and of the Governors and of committees of Governors including the names of the Governors present at each such meeting.

Delegation

85. Subject to these Articles the Governors may delegate to any committee, any Governor holding an executive office, or to the head teacher, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the Governors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
86. Where any function of the Governors has been delegated under article 85 or is otherwise exercised by any committee, any Governor holding an executive office, the head teacher or any Member, the person or committee to whom the function has been delegated, or who has otherwise exercised the function, shall report to the Governors in respect of any action taken or decision made with respect to the exercise of that function at the

meeting of the Governors immediately following the taking of the action or the making of the decision.

87. The Governors may establish any committee to exercise, subject to these articles, powers and functions of the governors. The constitution, membership and proceedings of any committee of the Governors shall be determined by the Governors. The establishment, terms of reference, constitution and membership of any committee of the Governors shall be reviewed at least once in every twelve months. The membership of any committee of the Governors may include persons who are not Governors, provided that a majority of members of any such committee shall be governors. The Governors may determine that some or all of the members of a committee who are not Governors shall be entitled to vote in any proceedings of the committee. No vote on any matter shall be taken at a meeting of a committee of the Governors unless the majority of members of the committee present are Governors.

Head Teacher

88. The Governors shall appoint the Head Teacher of the Academy. Subject to these Articles, the Head Teacher shall be responsible for the internal organisation, management and control of the Academy, the implementation of all policies approved of by the Governors and for the direction of the teaching and curriculum. For these purposes the Governors shall delegate those powers and functions required by the Head Teacher.

Meetings of the Governing Body

89. Subject to these Articles, the Governors may regulate their proceedings as they think fit.
90. The Governing Body shall hold at least one meeting in every school term. Meetings of the Governing Body shall be convened by the Clerk. In exercising his functions under this article the Clerk shall comply with any direction—
- (a) given by the Governing body; or
 - (b) given by the chairman of the Governing Body or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the Governing Body, so far as such direction is not inconsistent with any direction given as mentioned in (a).
91. Any three Governors may, by notice in writing given to the Clerk, requisition a meeting of the Governing Body; and it shall be the duty of the Clerk to convene such a meeting as soon as is reasonably practicable.
92. Each Governor shall be given at least seven clear days notice in writing - of a Governors' meeting specifying the place, day and time of the meeting and the agenda; provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, so determines on the ground that there are matters demanding urgent consideration, it shall

be sufficient if the written notice of a meeting, and the copy of the agenda therefore are given within such shorter period as he directs.

93. The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda therefore.
94. Subject to article 95 the quorum for a meeting of the Governing Body, and any vote on any matter thereat, shall be any three governors, or, where greater, any one third (rounded up to a whole number) of the total number of Governors holding office at the date of the meeting).
95. The Governors may act notwithstanding any vacancies in their number, but, if the numbers of Governors is less than the number fixed as the quorum, the continuing Governors may act only for the purpose of filling vacancies or of calling a general meeting.
96. The quorum for the purposes of—
 - (a) appointing a parent governor;
 - (b) any vote on the removal of a member of the Governing Body in accordance with the Articles;
 - (c) any vote on the removal of the chairman of the Governing Body in accordance with the Articlesshall be any two-thirds (rounded up to a whole number) of the persons who are at the time Governors entitled to vote on those respective matters.
97. Subject to these Articles, every question to be decided at a meeting of the Governing Body shall be determined by a majority of the votes of the Governors present and voting on the question.
98. Where there is an equal division of votes the chairman or, as the case may be, the person who is acting as chairman for the purposes of the meeting, shall have a second or casting vote.
99. The proceedings of the Governing Body shall not be invalidated by—
 - (a) any vacancy among their number, or
 - (b) any defect in the election, appointment or nomination of any governor.
100. A resolution in writing, signed by all the Governors entitled to receive notice of a meeting of Governors or of a committee of governors, shall be valid and effective as if it had been passed at a meeting of Governors (or as the case may be) a committee of Governors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Governors. In addition a resolution of the Governors may be wholly or partly approved by email provided the following conditions are complied with:

- (a) approval from each Governor must be received by such person as all the Governors shall have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Governors;
 - (b) approval from a Governor must be sent from an email address previously notified in writing (not using electronic means) by that Governor to the Clerk as intended for use by that Governor for the purpose;
 - (c) following receipt of a response on any resolution from each of the Governors, the Recipient shall circulate a further email to all of the Governors confirming whether the resolution has been formally approved by the Governors in accordance with this Article.
 - (d) the date of the resolution shall be the date of the email from the Recipient confirming formal approval.
101. Subject to this article, the Governing Body shall ensure that a copy of—
- (a) the agenda for every meeting of the Governing Body;
 - (b) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
 - (c) the signed minutes of every such meeting; and
 - (d) any report, document or other paper considered at any such meeting,
- are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.
102. There may be excluded from any item required to be made available in pursuance of article 101, any material relating to—
- (a) a named teacher or other person employed, or proposed to be employed, at the Academy;
 - (b) a named pupil at, or candidate for admission to, the Academy; and
 - (c) any matter which, by reason of its nature, the governing body are satisfied should remain confidential.
103. Any Governor shall be able to participate in meetings of the Governing Body by telephone or by televisual or other electronic means agreed by resolution of the Governors in which all participants may communicate simultaneously with all other participants.
104. Any Governor who has any duty or pecuniary interest (direct or indirect) which conflicts or may conflict with his duties as a Governor shall disclose that fact to the Governing Body as soon as he becomes aware of it, and shall absent himself from any discussion of that interest by the Governing Body.

105. Without limitation to the generality of article 104, a Governor shall be treated as having a pecuniary interest in a contract or proposed contract or other arrangement with the Academy if:
- (a) he is a director or a member holding more than 1/100th of the issued share capital of a company with which the contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration; or
 - (b) he is a partner in a partnership or member of an unincorporated association or any other body with whom the contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration or
 - (c) he, or a partner of his, is in the employment of a person with whom the contract was made or is proposed to be made or who has a direct pecuniary interest in the matter under consideration.
106. For the purposes of articles 104 and 105, an interest of a person who is, within the meaning of section 346 of the Companies Act 1985, connected with a Governor shall be treated as an interest of the governor. This shall include:
- (a) that governor's spouse, child or stepchild; or
 - (b) a body corporate with which the Governor is associated (i.e. if that Governor and persons connected with him together are interested in shares comprising at least one fifth of the share capital of the company or are entitled to exercise more than one fifth of the voting power at any general meeting of that company); or
 - (c) a person acting in his capacity as trustee of any trust the beneficiaries of which include:
 - (i) the governor, his spouse or any children or stepchildren of his;
or
 - (ii) a body corporate with which he is associated; or
 - (d) a person acting in his capacity as a partner of that Governor or of any person who, by virtue of paragraphs (a), (b) or (c) above, is connected with that governor.

Patrons and Honorary Officers

107. The Governors may from time to time appoint any person whether or not a Member of the Trust to be a patron of the Trust or to hold any honorary office and may determine for what period he is to hold such office.

The Seal

108. The seal (if any) shall only be used by the authority of the Governors or of a committee of Governors authorised by the governors. The Governors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Governor and by the Clerk or by a second Governor.

Accounts

109. Accounts shall be prepared in accordance to the provisions of Part VII of the Companies Acts.

Annual Report

110. The Governors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

Annual Return

111. The Governors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Communications by and to the Trust

112. Subject to the provisions of the Companies Acts and these Articles:
- (a) a document or information (including any notice) to be given, sent, supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or by making it available on a website.
 - (b) a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
 - (c) a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

113. Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Trust's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purposes by the Member, provided that:
- (a) a Member whose registered address is not within the United Kingdom and who gives to the Trust an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Trust; and
 - (b) the Trust is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.
114. Any document to be served on the Trust or by any Member on any officer of the Trust under the Articles may only be served:
- (a) in the case of documents in hard copy form, by sending or delivering them to the Trust's registered office or delivering them personally to the officer in questions; or
 - (b) in the case of documents in electronic form, by sending them by electronic means:
 - (i) to an address notified to the Members for that purpose; and
 - (ii) from an address previously notified to the Trust by the Member (other than by electronic means) for the purpose of sending and receiving documents and information.
115. A Member present in person or by proxy at any meeting of the Trust shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
116. Where a document or information is sent or supplied under the Articles:
- (a) where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - (b) Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be

effected on the same day on which it is sent or supplied. In proving such service it will be sufficient to prove that it was properly addressed.

- (c) Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
 - (i) the material is first made available on the website; or
 - (ii) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

117. Where any document or information has been sent or supplied by electronic means and the Trust receives notice that the message is undeliverable:

- (a) the Trust will send a hard copy of the document or information to the Member's postal address as shown in the Trust's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person.
- (b) The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

118. Subject to the provisions of the Companies Acts every Governor or other officer or Governor or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

Rules

119. The Governors may from time to time make, repeal or alter rules or bye laws as to the management of the Trust and its affairs, as to the duties of any officers or employees of the Trust, as to the conduct of business of the Governors or any committee and as to any of the matters or things within the powers or under the control of the Governors provided that such rules of bye laws shall not be inconsistent with the Companies Acts, the Memorandum, the Articles or any other rule of law.

Names and Addresses of Subscribers

Name The Wardens and Commonalty of the Mystery of Mercers of the City of London (commonly called The Mercers' Company)

Address Mercer's Hall, Ironmanger Lane, London, EC2V 8HE

Date 11 October 2007

Name The Worshipful Company of Information Technologists Charitable Operations (CRN 56977772)

Address 39A Batholomew Close, London, EC 1A 7JN

Date 11 October 2007

ANNEX B

ADMISSIONS REQUIREMENTS

ANNEX B

THE ADMISSION OF PUPILS TO THE HAMMERSMITH
ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Academy Trust.
2. The Academy Trust will act in accordance with, and will ensure that the Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code and the School Admission Appeals Code published by the Department for Children, Schools and Families ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or law to "admission authorities" shall be deemed to be references to the governing body of the Academy Trust.
3. Notwithstanding the generality of paragraph 2 of this Annex B, the Academy Trust will take part in the Admissions Forum set up by the LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA and the local in-year fair access protocol.
4. Notwithstanding any provision in this Agreement, the Secretary of State may:
 - (a) direct the Academy Trust to admit a named pupil to the Hammersmith Academy on application from a local authority. Before doing so the Secretary of State will consult the Academy Trust.
 - (b) direct the Academy Trust to admit a named pupil to the Hammersmith Academy if the Academy Trust has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes.
5. The Academy Trust shall ensure that parents and 'relevant children' will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The Independent Appeal Panel will be independent of the Academy Trust. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Children, Schools and Families as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.
6. The Academy Trust shall 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. The Academy

Trust may, if it chooses, enter into an agreement with the LA or any other organisation for it to recruit, train and appoint appeal panel members, and to arrange for the process to be independently administered and clerked.

- 7 In paragraphs 5 and 6 above, 'relevant children' means:
- a) in the case of appeals for entry to a sixth form, the child, and;
 - b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

Relevant Area

8 Subject to paragraph 9, "relevant area for consultation" means the "Relevant Area" determined by the local authority for maintained schools in the area (in accordance with the meaning of "Relevant Area" within the School Admissions Code).

9. If the Academy does not consider this meaning to be appropriate, it must apply to the Secretary of State by 1 August for a determination, setting out the reasons for this view.

10. The Secretary of State will consider the Academy's application and will by 30 September either:

- a. determine the area for consultation; or
- b. determine that the meaning within paragraph 8 should apply.

11. The Secretary of State may consult the local authority before making such a determination

12. Within 14 days of the Secretary of State's determination, the Academy will notify the consultees listed in paragraph 14 of the determination.

13. In the event of a paragraph 10a determination, a map of the relevant area (or a list of post-codes) will be attached as an appendix to this annex B.

ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

14. The Academy Trust shall consult the following parties on the Academy's proposed admission arrangements for a minimum of eight weeks between 1 November and 1 March in the 'Determination Year'¹:

- a) The LA.
- b) The admission forum for the LA.
- c) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA.
- d) Any other governing body for primary and secondary schools (as far as not falling within paragraph c)) located within the relevant area for consultation.
- e) Affected admission authorities in neighbouring local authority areas.
- f) Parents living in the relevant area for consultation whose children have attained the age of two but are not above compulsory school age and who are or will be eligible to apply to be admitted to the Academy;
- g) Community groups which the Academy considers relevant;
- h) Teaching unions if the consultation includes an increase in admission number.

Such consultation shall be in line with the requirements of the Codes and relevant admissions legislation, which at the date of this Agreement is section 89 of the School Standards and Framework Act 1998 as amended, and Regulations under that section.

15. From 2011-12, and for subsequent years, consultation in line with paragraph 14 is not required in any year where the following conditions are met:

- a) the admission arrangements were consulted upon in one or both of the previous two years; and
- b) there have been no changes, or proposed changes, since the last consultation.

16. As soon as any changes are made to arrangements, or proposed, the consultation cycle in paragraph 14 must be followed for the next determination year.

¹ A 'determination year' is the Academy Financial Year beginning two years before the Academy Financial Year which the admissions arrangements will be for e.g. consultation to end in March 2009 and determination to be in April 2009 for admissions in September 2010

Academy Trust Determination of Admission Arrangements

17. The Academy Trust will consider comments made by those consulted in accordance with paragraph 7, including any requests to amend the proposed admissions number, before determining the admissions arrangements for the Academy.

18. The Academy Trust will determine the Academy's admission arrangements by 15 April of the Determination Year and notify those consulted in accordance with paragraph 7 what has been determined within 14 days of that decision being made.

Representations about admission arrangements

19. Where the Academy Trust has determined the Academy's admission arrangements and notified all those bodies that it has consulted in accordance with paragraph 9, if any of those bodies object to the Academy's admission arrangements, including the proposed admissions number, they can make representations to the Secretary of State. Any representations must be made by 30 June in the Determination Year.

Secretary of State's Consent for Changes to Admissions Arrangements

20. Where the admissions arrangements determined in a Determination Year in accordance with paragraph 9 are different to the admissions arrangements currently in existence for the Academy, the Academy Trust shall by 30 June in the Determination Year apply to the Secretary of State for him to consent to such amended admissions arrangements.

Secretary of State's Power to Accept, Modify or Reject Admissions Arrangements

21. Where the Secretary of State has received any representations made in accordance with paragraph 10, the Secretary of State must consult the Academy Trust on such representations. Following such consultation, by 31 July in the Determination Year the Secretary of State may direct that the Academy Trust amends the proposed admissions arrangements for the Academy. The Academy Trust shall comply with any such direction.

22. Where the Secretary of State has received an application made in accordance with paragraph 11 to consent to any amended admissions arrangements, the Secretary of State must by 31 July in the Determination Year either approve the amended admissions arrangements or direct that the amended admissions arrangements are not implemented or must be modified. The Academy Trust must comply with any such direction.

Publication of Admission Arrangements

23. The Academy Trust shall each Determination Year publish the

Hammersmith Academy's agreed admission arrangements by:

- a) copies being sent to the persons consulted in paragraph 7;
- b) copies being sent to primary and secondary schools in the LA's area;
- b) copies being sent to the offices of the LA;
- c) copies being made available without charge on request from the Academy;
- d) copies being sent to public libraries in the area of the LA for the purposes of being made available at such libraries for reference by parents and other persons.
- e) a copy being uploaded to the Academy's website (if it has one).

24. The published admissions arrangements will set out:

- a) the name and address of the Hammersmith Academy and contact details;
- b) a summary of the admissions policy, including oversubscription criteria and any arrangements for post-16 admission;
- c) a statement of any religious affiliation if relevant;
- d) numbers of places and applications for those places in the previous year; and
- e) arrangements for hearing appeals.

Proposed Changes to Admission Arrangements by the Hammersmith Academy After Arrangements Have Been Published

25. Subject to paragraph 17, once the Academy's admission arrangements have been determined for a particular year and published, the Academy Trust will not make any change to such arrangements unless there is a major change of circumstances and the following procedures have been followed:

- a) the Academy Trust has consulted those who were consulted under paragraph 7 above on the proposed variation;
- b) following such consultation, the Academy Trust has applied to the Secretary of State to approve the change setting out:
 - i) the proposed change;
 - ii) reasons for wishing to make such change;
 - iii) any comments or objections to the proposal from those consulted, and
- c) following such application, the Secretary of State has provided his consent to the proposed variation.

26. The Academy Trust shall following the prior written agreement or direction of the Secretary of State vary the Academy's admissions arrangements where such changes are necessary to ensure compliance with the relevant provisions of admissions law or the Codes as they apply to maintained schools. Such changes may be made at any time.

27. Any changes to the Academy's admission arrangements brought about through the variation processes in paragraphs 16 or 17 above must be published within the Academy's prospectus and website (if it has one) and be communicated within 7 days to those persons who must be consulted under paragraph 7.

28. The Academy Trust must make arrangements for a parent of a child who has attained the age of 11 but is not above compulsory school age and who has been, is or will be eligible to apply to be admitted to the Academy to make representations to the Secretary of State that any aspect of the Academy's admission arrangements does not comply with the relevant provisions of admissions law or the Codes as they apply to maintained schools.

29. Where a representation is made in accordance with paragraph 19, the Secretary of State may, after consulting the Academy Trust, direct that the Academy Trust modify its arrangements for the admission of pupils to the Academy so that they comply with the relevant provisions of admissions law and the Codes as they apply to maintained schools. The Academy Trust must comply with any such direction.

30. Records of applications and admissions to the Academy shall be kept by the Academy Trust for a minimum period of ten years and shall be open for inspection by the Secretary of State.

PROCEDURE FOR ADMITTING PUPILS TO THE ACADEMY

Admissions Number

31. The Academy Trust has the following agreed admissions number for the Academy for the year 2011/2012 and, subject to any changes approved or required by the Secretary of State, for subsequent years:

- a) 120 pupils in Year 7.
- b) 120 pupils in Year 12

From 2016/17 and subsequent years the Academy's own year 11 cohort will be seeking transfer to the sixth form. As the sixth form will have a maximum capacity for 120 pupils in the year 12 cohort it is unlikely that the Academy will be able to admit 120 external applicants from that date. The Academy will therefore review its Year 12 admission number in the light of available capacity following the process set out in accordance with paragraphs 14-18 above, determining the proposed arrangements by 15 April 2015.

32. In any specific year, the Academy Trust may set a higher admission number than the Hammersmith Academy's agreed admission number for an

applicable year group. Before setting an admission number higher than its agreed admission number, the Academy Trust will consult those listed at paragraph 7. Pupils will not be admitted in any year group above the published admissions number for that year group unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

33. If the Academy admits a total of 26 pupils in excess of its admission number in any 3 year period it will determine a higher admission number, after consulting those bodies listed at paragraph 14.

Process of Application

34. Arrangements for applications for places in Year 7 at the Hammersmith 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 relevant local authority and on the Academy Supplementary Information Form.

35. The Academy Trust will use the following timetable for applications to the Hammersmith Academy each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Hammersmith & Fulham Admissions Forum, local authorities admissions, local Academies and local Admissions Forum.

- a) September - the Academy will publish in its prospectus information about the arrangements for admissions, including oversubscription criteria, for the following September. This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The academy will also provide information to the Local Authority for inclusion in the composite prospectus, as required;
- b) September/October - the Academy will provide opportunities for parents/ guardians to visit the Academy;
- c) October - Common Application Form and Academy Supplementary Information Form to be completed and returned, by the agreed common date, to the Local Authority and Academy respectively;
- d) Local authority and Academy agree Academy application lists;
- e) November/December - Academy administers NFER non-verbal reasoning tests to all applicants (see paragraph 38 below);
- f) January - Academy sends lists of pupils to be offered places to Local Authority;
- g) February - Local Authority applies agreed scheme for its own schools and informs other Local Authorities of offers to be made to their residents;

h) 1st March - offers made to parents.

36. From 2011-12 there will be a national closing date for applications as follows:

1. 31 October for secondary applications; and
2. 15 January for Primary applications
3. The Academy will ensure its application processes enable parents to apply before these deadlines.

Consideration of Applications

37. The Academy Trust will consider all applications for places at the Hammersmith Academy. Where fewer than the published admission number(s) for the relevant year groups are received, the Academy Trust will offer places at the Academy to all those who have applied.

38. To ensure a wide and representative spread of ability in its intake, the Academy will operate a system of fair banding for its year 7 intake as agreed in its Funding Agreement with the Secretary of State, as follows:

- a) Each applicant to the Academy will be required to take a non-verbal reasoning test which will place applicants in a rank order. The test will take approximately one hour and will be held in November or December at a time and venue to be determined each year.
- b) Each applicant will be placed in one of five bands based on their performance in the test. As far as possible, each band will contain an equal number of applicants. Places will be allocated by applying the oversubscription criteria so that, as far as possible, an equal number of pupils is admitted from each band. In order to ensure an equal chance for all applicants, bands will be determined by reference to the ability profile of applicants to the school.
- c) There will be at least two dates for banding tests which will be set out in the Academy prospectus and the Local Authority's composite prospectus. Arrangements will be made to ensure that all pupils applying to the Academy take the banding tests. All looked after children and relevant statemented children will be admitted, but will be required to take the banding test to ensure the intake is comprehensive.

Procedures where the Academy is oversubscribed

Year 7 admission criteria

39. Where the number of applications for admission is greater than the published admission 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) Admission of pupils living in the Academy Admissions Priority Area on the basis of straight-line distance from the main entrance of the Academy to the main entrance of the child's home, in accordance with the banding criteria described in paragraph 38 above (the Admissions Priority Area being defined as in Annex 1, i.e. the area enclosed to the North by the A 4020 Uxbridge Road South Side; to the South by the A4 Great West Road North Side; to the East by the West Brompton - Olympia - Willesden railway line, and to the West by Larden Road, Emlyn Road, Prebend Gardens and British Grove West sides).
- c) If any of the 5 bands remains unfilled from within the Admissions Priority Area, places will be offered to other applicants in any band on the basis of proximity to the school using straight line measurement from the main entrance of the Academy to the main entrance of the child's home.

Post 16 admission criteria

40. The planned total number of post-16 places, across years 12 and 13, is 180.

41. The Academy will admit its first Year 12 students in 2011. The post 16 admission criteria below apply to the admission of students from outside the Academy up to 2016, i.e. the point where the Academy's own Year 11 students will be eligible to enter the sixth form.

42. The Academy will admit any statemented pupil whose statement names the academy and for whom the academy has agreed to be named in the statement.

To be **eligible** to enter the sixth form both the Academy's own year 11 pupils and external applicants will be expected to have met the minimum academic entry requirements for the sixth form. These entry requirements will be based upon GCSE grades or other measures of prior attainment.

These academic entry requirements form part of the admission arrangements and so will be consulted upon and published in the academy's prospectus, on its website, and in the LA composite admissions prospectus.

43. In addition to the sixth form's minimum academic entry requirements pupils will be required to satisfy minimum entrance requirements for the courses which they wish to follow from those available. If either internal or external applicants fail to meet the minimum course requirements they will be given the option of pursuing any alternative courses for which they do meet the minimum academic requirements and which has any vacant places. In all cases pupils already on the Academy's roll will be given priority for their chosen subjects, if they have met the minimum course requirements.

44. When the sixth form is undersubscribed all applicants meeting the minimum academic entry requirements will be admitted if a course is available that they wish to follow.

When there are more external applicants that satisfy any academic entry requirements, priority will be given in the following order:

- a) Eligible children in public care;
- b) Admission of eligible pupils (as described in paragraph 42 above) living in the Academy Admissions Priority Area on the basis of straight-line distance from the Academy main entrance to the main entrance of the child's home (the Admissions Priority Area being defined as in Annex 1, i.e. the area enclosed to the North by the A 4020 Uxbridge Road South Side; to the South by the A4 Great West Road North Side; to the East by the West Brompton - Olympia - Willesden railway line, and to the West by Larden Road, Emlyn Road, Prebend Gardens and British Grove West sides).
- c) Admission of other eligible pupils, on the basis of straight-line distance from the Academy main entrance to the main entrance of the child's home.

Pupils applying after the closing date for applications to the sixth form falling under paragraphs 44(b) and 44(c) above will only be offered places if any remain after on-time applicants have been admitted.

There will be a right of appeal to an Independent Appeals Panel for unsuccessful applicants and those existing Academy pupils refused progression into the sixth form.

Operation of waiting lists

45. 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 until the end of the first term of the Academic Year. This will be maintained by the Academy Trust and it will be open to any parent or guardian to ask for his or her child's name to be placed on the waiting list, following an unsuccessful application.

46. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraph 39, [or for post-16 paragraphs 42 to 44] above. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for Admitting Pupils to Other Year Groups, Including To Replace any Pupils Who have Left the Academy

47. From 2011-2012 local authorities will co-ordinate admissions for in-year applications and for applications for year groups other than the normal point(s) of entry. This will not affect Academies' right to determine which applicants have priority for admission.

48. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Academy Trust will consider all such applications and if the year group applied for has a place available, admit the child unless one of the permitted reliefs apply. If more applications are received than there are places available, the oversubscription criteria in paragraph 39 shall apply. Parents whose application is turned down shall be entitled to appeal.

Arrangements for the Admission of Pupils as the Hammersmith Academy builds to its full capacity

49. The Academy will open in September 2011 with a Published Admission Number relating solely to pupils in Year 7 and Year 12. As the Academy builds to full capacity in 2015 there will be an additional year group open to pupils each year as follows:

2012 Years 7, 8, 12, 13

2013 Years 7, 8, 9, 12, 13

2014 Years 7, 8, 9, 10, 12, 13

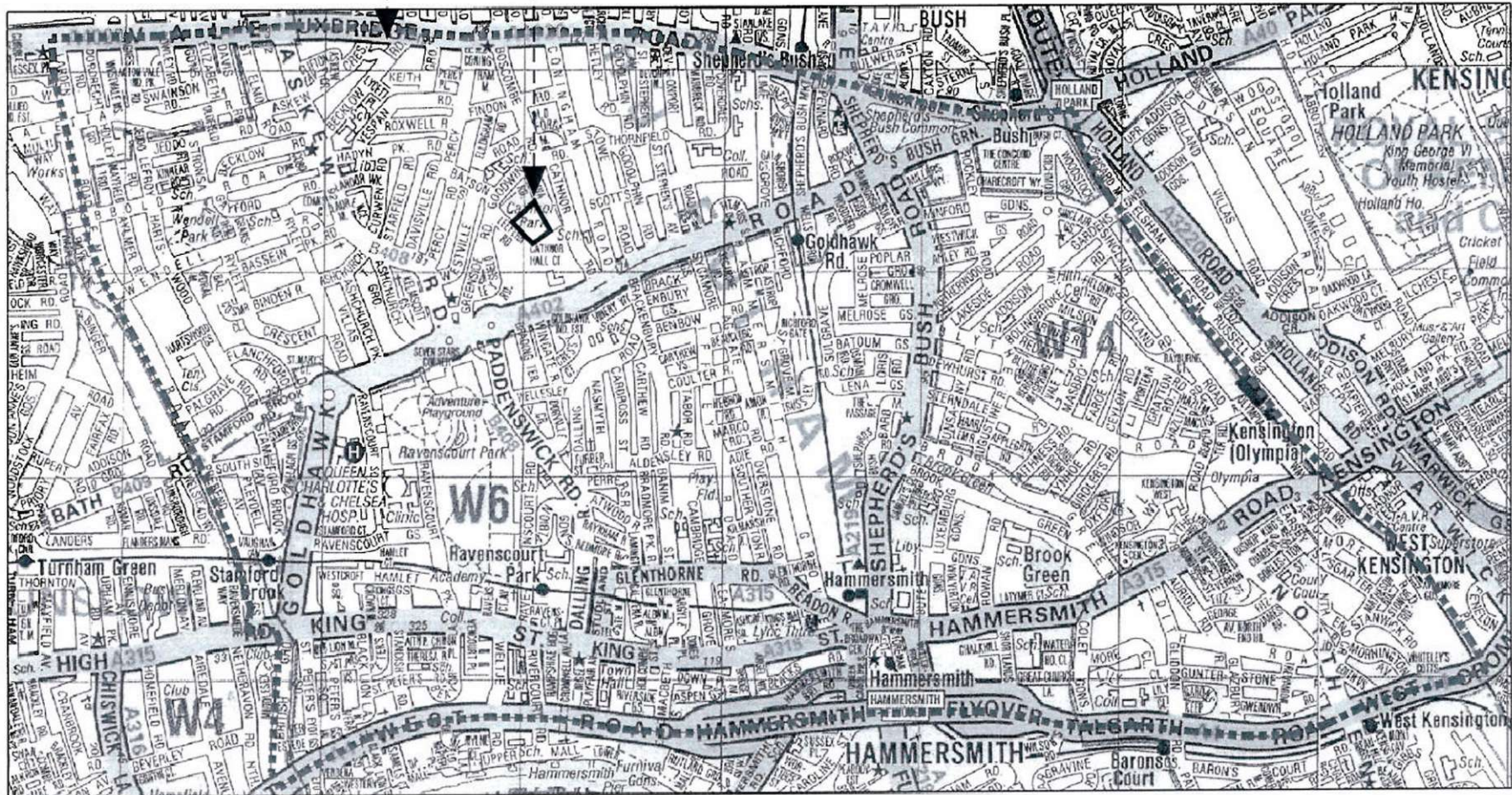
2015 all year groups open

50. Admission to open year groups without a Published Admission Number will be based upon the size of teaching groups already existing in the Academy and the efficient use of resources.

51. There will be a right of appeal to an independent appeals panel for unsuccessful applicants.

ADMISSIONS PRIORITY AREA

ACADEMY SITE





Hammersmith Academy

Supplementary Form for Registration for Admission to Year 7

To apply for a place for your child in Year 7 please read the Rules of Admission
Then complete this form in BLACK INK using BLOCK CAPITALS .

Please return this form to: Admissions Office, (address). Your form should arrive before 4.00 pm on Friday TBC

You MUST also return your Local Education Authority Preference Form (the 'Common application form') to your child's Primary School or to the Local Education Authority by the same closing date.

Hammersmith Academy MUST be named as one of your preferences.

This form has two purposes:

- (1) For all parents, to notify the Academy that they are applying for a place and that their children wish to sit the aptitude test.**
- (2) For parents who would like their child or children to be considered for any concessions in the Assessment, to make the Academy aware of this. The Admissions Team will make the decision as to the appropriate concession (e.g. wheelchair access, scribes, larger print etc).**

If (2) above applies, please complete the entire form. If (2) does not apply parents need only complete 'Section A' below.

SECTION A - PERSONAL DETAILS

PERSONAL DETAILS OF CHILD

NOTES FOR GUIDANCE

Surname

As registered with the Local Authority

First Name

Male or Female

Date of Birth

As on birth certificate

PARENT/GUARDIAN INFORMATION

Title Mr & Mrs/Mr/Mrs/Miss/Ms (delete as applicable)

Initials Surname

Home Address (If this is not the address where the child normally resides then please give further details on a separate sheet)

Postcode

Telephone (Daytime)

Telephone (Evening)

Telephone (Mobile).

CURRENT SCHOOL INFORMATION

Name of current school

(To assist with

School address

transfer of pupil

information on Admission, especially

if the pupil is not currently attending

Postcode

a Hammersmith and Fulham school)

Name of Local Authority

SECTION B- FOR THOSE ELIGIBLE FOR SUPPORT IN THE TEST

Does your child have any issues that you feel would need to be taken into consideration when he/she takes THE ASSESSMENT (e.g. *epilepsy, hearing problems, sight conditions, problems with reading or writing (including dyslexia), mobility* etc). Please specify and add any further information you feel we should be made aware of in the box below:-

LANGUAGE NEEDS: Please note that the assessment is a non-verbal test and so interpretation is unlikely to be required other than in special circumstances. That being so,

Will your child require the help of an interpreter in order to complete the Assessment? *YES/NO

If your answer is YES, it would be helpful if you could advise us in the box below of the language required.

Please be aware that a child cannot fail the assessment test so no retakes will be allowed.

PLEASE NOTE THIS INFORMATION WILL ONLY BE TAKEN INTO CONSIDERATION FOR THE ASSESSMENT PROCEDURE.

YOUR CHILD'S APPLICATION WILL THEN BE CONSIDERED UNDER THE ADMISSIONS CRITERIA.

ANNEX C

**ARRANGEMENTS FOR PUPILS WITH SPECIAL
EDUCATIONAL NEEDS AND DISABILITIES**

Annex C

Arrangements for pupils with SEN and disabilities at Hammersmith Academy

This annex is an executive summary of the Academy's policy on Special Educational Needs, detailed operational policies on which will be developed by the Principal and his/her senior staff prior to opening.

Duty to have regard to the Code of Practice and other guidance

1. The Academy shall have regard to the Special Educational Needs Code of Practice (2001) and any guidance issued by the Secretary of State relating to sections 316 and 316A of the Education Act 1996.

Duties in relation to pupils with SEN

2. The governors of the Academy shall designate a person, who may be the headteacher, the chair of governors or another governor as appropriate, who shall be the responsible person for the purposes of the following duties in relation to pupils with SEN.

3. The governors of the Academy shall:

- use their best endeavours, in exercising their functions in relation to the school, to secure that, if any registered pupil has special educational needs, the special educational provision which the pupil's learning difficulty calls for is made;
- secure that, where the responsible person has been informed by a local authority that a registered pupil has special educational needs, those needs are made known to all who are likely to teach the pupil;
- secure that the teachers in the school are aware of the importance of identifying, and providing for, those registered pupils who have special educational needs; and
- consult the local authorities and the governing bodies of other schools in the area, to the extent that this is necessary for co-ordinating provision for pupils with SEN.

4. Where a child who has special educational needs is being educated in the Academy, those concerned with making special educational provision for the child shall secure, so far as is reasonably practicable and is compatible with:

- (a) the child receiving the special educational provision which his learning difficulty calls for,
- (b) the provision of efficient education for the children with whom he will be educated,

(c) the efficient use of resources and

(d) that the child engages in the activities of the school together with children who do not have SEN.

5. The Academy prospectus shall include details of the governing body's policy for pupils with SEN and in particular shall include the information specified in Schedule 1 to the Education (Special Educational Needs) (Information) Regulations 1999 as amended or re-enacted from time to time. It shall also include details of the arrangements for the admission of disabled pupils; the steps taken to prevent disabled pupils from being treated less favourably than other pupils; and the facilities provided to assist access to the Academy by disabled pupils (disabled pupils meaning pupils who are disabled for the purposes of the Disability Discrimination Act 1995).

Admissions

6. The Academy shall ensure that pupils with SEN are admitted on an equal basis with others in accordance with its admissions policy.

7. Where a local authority proposes to name the Academy in a statement of SEN made in accordance with section 324 of the Education Act 1996, the Academy shall consent to being named, except where admitting the child would be incompatible with the provision of efficient education for other children; and where no reasonable steps may be made to secure compatibility. In deciding whether a child's inclusion would be incompatible with the efficient education of other children, the Academy shall have regard to the relevant guidance issued by the Secretary of State to maintained schools.

8. In the event of any disagreement between the Academy and the local authority over the proposed naming of the Academy in a statement, the Academy may ask the Secretary of State to determine whether the Academy should be named. The Secretary of State's determination shall, subject only to any right of appeal which any parent or guardian of the child may have to the Special Educational Needs and Disability Tribunal (SENDIST), be final.

9. If a parent or guardian of a child in respect of whom a statement is maintained by the local authority appeals to SENDIST either against the naming of the Academy in the child's SEN statement or asking the Tribunal to name the Academy, then the decision of the Tribunal on any such appeal shall be binding and shall, if different from that of the Secretary of State under paragraph 7 above, be substituted for the Secretary of State's decision.

10. Where the Academy has consented to be named in a child's statement of SEN, or the Secretary of State or SENDIST have determined that it should be named, the Academy shall admit the child notwithstanding any provision of Annex B of this agreement.

ANNEX D

LEARNING BEHAVIOUR POLICY AND ARRANGEMENTS FOR EXCLUSIONS

Serious incidents of misbehaviour leading to fixed period or permanent exclusion

General Duties

1. Subject to the exceptions in paragraph 4, the Academy Trust shall act and shall ensure that the Principal shall act in accordance with the law on exclusions as if the Academy were a maintained school. For this purpose, reference in the law on exclusions to the Head Teacher and Governing Body shall respectively be deemed to be the Principal and Governing Body of the Academy Trust.
2. Without limiting the generality of paragraph 1, the Academy Trust shall ensure that the Local Authority is informed of an exclusion decision in the same circumstances as required by maintained schools under the law on exclusions.
3. Subject to the exceptions in paragraph 4, the Academy Trust shall ensure that in carrying out their functions the Principal, the Governing Body and the Independent Appeal Panel (established in accordance with paragraph 5) have regard to the Secretary of State's guidance on exclusions¹, as if the Academy were a maintained school.
4. The exceptions to the duties imposed under paragraphs 1 and 3 are:
 - the Academy Trust, and not the Local Authority, is responsible for making arrangements for Independent Appeal Panels to hear appeals against permanent exclusions where the governors do not direct reinstatement;
 - the Governing Body is not expected to seek the advice of a Local Authority officer when considering an exclusion, although a Local Authority officer may attend any meeting to consider an exclusion at the request of a parent; and
 - subject to the Academy Trust's obligations under clause 52 of this Agreement relating to an agreement with the LA on the flow of funds following an exclusion, the arrangements for money to follow pupils who have been permanently excluded from school does not apply.

References in this annex to the Secretary of State's guidance are to "Improving Behaviour and Attendance: Guidance on Exclusion from Schools and Pupil Referral Units", which is published on the DCSF website at:
<http://www.teachernet.gov.uk/wholeschool/behaviour/exclusion/guidance/>. The guidance may be subject to amendment, and the Academy is required to have regard to the guidance as it stands at any given time.

Independent Appeal Panels

5. The Academy Trust shall, in relation to the Academy, carry out the functions assigned to the Local Authority to establish and manage the appeal procedure for exclusions under the law on exclusions, as if the Academy were a maintained school.

6. Independent Appeals Panels must be impartial and constituted in accordance with the detailed provisions of paragraphs 95-97 of the Secretary of State's guidance on exclusions. The Academy Trust shall arrange suitable training for appeal panel members and clerks.

7. The Independent Appeal Panel's decision is final and binding on the Academy Trust. A parent may seek a judicial review of an Independent Appeal Panel's decision. A parent may not, however, appeal to the Commissioner for Local Administration (the Local Government Ombudsman) about maladministration because the Commissioner's remit is limited to considering the conduct of appeal panels constituted by local authorities.

ANNEX E

CAPITAL COST SPREADSHEET

ACADEMY ESTIMATED COST (NEW BUILD) FOR

PUPILS

AGES

11-18

TPI FOR BENCHMARK

TPI - ANTICIPATED AT FA

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NAME	HAMMERSMITH ACADEMY - CAPITAL EXPENDITURE
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PUPIL NUMBERS AND LOCATION FACTORS ARE NOT APPLICABLE TO THIS ACADEMY SCHEME AS A SINGLE LUMP CAPITAL CASH LIMIT HAS BEEN AGREED BETWEEN THE DCSF AND THE HAMMERSMITH ACADEMY TRUST. THIS IS ALSO DEEMED TO INCLUDE ALL SITE ABNORMALS.

	ELEMENT				COST	FEES	VAT
1	NEW BUILD-BENCHMARK PRICE @	0			18,962,795		3,318,489.13
2	ICT INFRASTRUCTURE 16-18	#			58,370		10,214.75
3	ICT INFRASTRUCTURE 11-16'	#			194,338		34,009.15
4	ICT INFRASTRUCTURE 5-11	#			0		0.00
5	REFURBISHMENT WORKS				0		0.00
5A	EXTERNAL WORKS ON 1'				1,550,950		271,416.25
6	BUILDING COST INCLUDING EXT WORKS (1-5A)				20,766,453		3,634,129.28
7	REFURBISHMENT COSTS				0		0
8	PROF FEES ON 6 @	%				2,728,141	477,424.68
9	PROF FEES ON 7 @	%				0	0
10	TOTAL OF 6, 7, 8 AND 9 - PRICED @	0			20,766,453	2,728,141	4,111,553.96
11	FIXED EDUCATIONAL F&E'				466,560		27,200.45
12	PROF FEES ON 11 @	%				60,653	10,614.28
13	LOOSE EDUCATIONAL F&E				832,248		145,643.40
14	PROCUREMENT FEE ON 13					40,000	7,000.00
15	ICT EQUIPMENT'				1,108,000		207,900.00
16	DESIGN/PROCUREMENT FEE ON 2,3,4,15					75,000	13,125.00
17	SUB TOTALS OF 10-16 -PRICED @	0			23,253,261	2,903,794	4,523,037.09
18	TOTAL OF 17				30,680,092	inc Fees & VAT	
19	OVERALL COST PER M2				3,729	inc VAT	
20	OVERALL COST PER PUPIL				39,333		

21	Building (includes ICT infrastructure)	27,606,148	includes fees & VAT
22	Educational F&E	1,589,919	includes fees & VAT
23	ICT equipment	1,484,025	includes fees & VAT
24	TOTAL	30,680,092	includes fees & VAT

	ADDITIONAL COSTS (Excl additional area)	COST	FEES	VAT
25	Development Costs			
26	Section 106	550,000		96,250.00
27	Section 106 fees included above		0	0.00
28	HAT insurances	0	42,000	7,350.00
29	Roy Harrison fees	0	62,000	10,850.00
30	Surveys / Investigations	0	88,265	15,446.38
31	Funder's Agent	0	173,981	30,446.68
32	Model (planning)	0	8,029	1,405.08
33	VAT Consultant	0	0	0.00
34	Running costs between PC and start on the school term	0	20,000	3,500.00
35	Other Fees	0	87,010	15,226.75
36	Sub Total of Development costs	550,000	481,285	180,474.89
37	Site Abnormals			
38	Grubbing out Foundations left by LBH&F	31,158	3,240	6,019.65
39	Demolition of substation	20,499	2,132	3,960.43
40	Breaking up roads and pavings	24,598	2,558	4,752.30
41	Removal of asbestos in basement tank room	10,250	1,066	1,980.30
42	Disposal of excavated materials	105,323	10,954	20,348.48
43	E/O substructure costs for piled solution	632,514	65,781	122,201.63
44	Removal of obstructions / (Sewer)ing	68,330	7,106	13,201.30
45	Disposal of isolated contamination hot spots	34,165	3,553	6,600.65
46	Additional steel reinforcement to large span areas	160,712	16,714	31,049.55
47	Additional stories to staircases due to site constraints	46,464	4,832	8,976.80
48	Mechanical ventilation to deep plan building	655,557	68,178	126,653.63
49	Renewable energy solution	491,975	51,165	95,049.50
50	Root protection to existing trees	27,332	2,843	5,280.63
51	Surface water attenuation	75,163	7,817	14,521.50
52	Diversion of services / upgrading / utilities risks within ground	136,660	14,213	26,402.78
53	Party wall matters	40,998	4,264	7,920.85
54	Abnormal main contractor prelims due to site constraints.	27,332	2,843	5,280.63
55	Sub Total of Site Abnormals	2,589,030	269,259	500,200.61
56	SUB TOTALS of 38 to 55	3,139,030	750,544	680,676
57	SUB TOTAL OF ADDITIONAL COSTS 51	4,570,250		
58	FUNDING AGREEMENT TOTAL	35,250,342		

Note

Based on DCSF cost per m2 for ICT infrastructure until confirmed by the design team

ANNEX F

**CAPITAL EXPENDITURE PRIOR TO FUNDING
AGREEMENT**

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 Capital Expenditure Agreement. This expenditure forms part of the capital cost of the project and is included within the overall cash limit referred to in clause 1.3 of this Capital Expenditure Agreement

i	Element	j	£	Vat	Total
1	Building/external works		0	0	0
2	Professional fees on 1				
a	Architect		525,605	86,981	612,586
b	Quantity Surveyor		109,980	18,418	128,398
c	Structural Engineer		40,000	6,813	46,813
d	Services Engineer		231,137	34,671	265,808
e	Landscape Architect (See 2a)		0	0	0
f	CDM Co-ordinator		6,767	1,100	7,867
g	Planning Consultant		20,000	3,000	23,000
g	Building Project Management		0	0	0
h	Specialist Consultants		59,211	10,102	69,313
!	i Planning Department Fees		24,765	0	24,765
	Total of 2a - 2i		1,017,465	161,085	1,178,550
3	Fixed educational F&E		0	0	0
4	Professional fees on 3		0	0	0
5	Loose educational F&E		0	0	0
6	Professional fees on 5		0	0	0
7	ICT equipment		0	0	0
8	Professional fees on 7		6,785	1,018	7,803
9	Section 106		12,300	0	12,300
10	Section 106 Fees		0	0	0
11	Roy Harrison Fees		0	0	0
12	HAT Insurances		0	0	0
13	Surveys / Investigations		69,085	11,620	80,705
14	Carbon Reduction		0	0	0
15	Fees on Carbon Reduction		0	0	0
16	Funder's Agent		55,977	8,759	64,736
17	Model (planning)		3,964	595	4,559
18	VAT consultant		0	0	0
18	Running costs after PC and before Academy sta		0	0	0
20	Other Fees		0	0	0
21	TOTAL		1,165,576	183,077	1,348,653
	EXPENDITURE SPLIT				
22	CONTRIBUTION - SPONSOR				
23	CONTRIBUTION - OTHER				
24	CONTRIBUTION - OTHER				
25	CONTRIBUTION - DCSF				
24	TOTAL				0

ANNEX G

CAPITAL CASH FLOW PROGRAMME

VY - CAPITAL EXPENDITURE

IDATE

A G R E E M E N T E X P E M D I T U R E												ELEMENT CASH FLOW TOTALS	FROM FA COST PLAN	
2010								2011						2012
MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	J/F/M	A/M/J	J/A/S	O/N/D	2012	ELEMENT CASH FLOW TOTALS	FROM FA COST PLAN
£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat	£000's Incl Vat
1,483	1,587	1,666	1,718	1,744	1,745	1,719	1,667	4,431	3,029	989	0	412	27,443	27,442,692.89
50	50	50	50	50	50	50	50	150	150	97	0	121	3,522	3,521,944.68
0	0	0	0	0	0	0	0	150	150	194	0	0	494	493,760.45
0	0	0	0	0	0	0	0	11	30	30	0	0	71	71,267.28
0	0	0	0	0	0	0	0	489	489		0	0	978	977,891.40
0	0	0	0	0	0	0	0	11	18	18	0	0	47	47,000.00
0	0	0	0	0	115	115	115	345	345	361	0	0	1,396	1,395,900.00
6	0	6	0	6	0	6	0	10	0	10	0	0	88	88,125.00
0	0	125	0	0	125	0	0	125	134	0	0	0	646	646,250.00
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
3	3	3	3	3	3	3	3	3	3	1	0	0	73	72,850.00
0	0	0	24	0	0	0	0	0	0	0	0	0	49	49,350.00
0	0	0	0	0	0	0	0	0	0	0	0	0	104	103,711.38
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
5	4	4	5	4	4	5	4	13	5	4	0	0	204	204,427.68
0	0	0	0	0	0	0	0	0	0	0	0	0	9	9,434.08
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
0	0	0	0	0	0	0	0	8	8	8	0	0	24	23,500.00
4	4	4	4	3	3	3	3	9	9	0	0	0	102	102,236.75
1,551	1,648	1,858	1,804	1,810	2,045	1,901	1,864	5,781	4,370	1,664	0	533	35,250	35,250,341.59
8,616	10,264	12,122	13,926	15,736	17,781	19,682	21,546	27,327	31,697	33,361	33,361	33,894	35,250	35,250,342
		21,806								6,035		533		
								600		400			1,000	
													0	0
													0	0
1,551	1,648	1,858	1,804	1,810	2,045	1,901	1,864	5,181	4,370	1,264	0	533	34,250	35,250,342
1,551	1,648	1,858	1,804	1,810	2,045	1,901	1,864	5,781	4,370	1,664	0	533	35,250	35,250,342

ANNEX H

ARCHITECT DRAWINGS