

The West London Academy

FUNDING AGREEMENT

17th June 2003.

THE WEST LONDON ACADEMY

FUNDING AGREEMENT

CONTENTS:

SECTION	CLAUSE NO
INTRODUCTION	1- 8
CHARACTERISTICS OF AN ACADEMY	9
<u>CONDITIONS OF GRANT</u>	
General	10
Governance	11- 12
Conduct	13 - 14
The West London Academy Development plan	15
Pupils	16
Teachers and other staff	17 - 21
Curriculum and collective worship	22 - 25
Assessment	26- 27
Performance Indicators and target setting	28 - 30
School meals	31 - 32
Charging	33
Provision of Information to parents and others	34 - 35

GRANTS TO BE PAID BY THE SECRETARY OF STATE

General	36
Implementation Grant	37 – 39
General Annual Grant and Earmarked Annual Grant	40
GAG	41 - 48
EAG (including payment for Redundancies)	49 - 51
Other relevant funding	52 - 53
Arrangements for payment	54 - 56
Financial and accounting requirements	57 - 70
Borrowing powers	71
Capital Expenditure	72 - 81
DISPOSAL OF ASSETS	82 - 85
TERMINATION	86 – 99
Effect of Termination	100 - 108

GENERAL

Information and access requirements etc by Secretary of State	109 - 113
Notices	114 - 118

ANNEXES, WHICH REQUIRE THE SECRETARY OF STATE'S APPROVAL TO CHANGES IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 116

Memorandum of Association of The West London Academy Trust	Annex 1a
Articles of Association of the West London Academy Trust	Annex 1b
Admission arrangements for The West London Academy	Annex 2
Arrangements for pupils with SEN and disabilities at The West London Academy	Annex 3
Learning Behaviour policy (including discipline and arrangements for fixed term and permanent exclusions and appeals against exclusions) for The West London Academy	Annex 4

ANNEXES, WHICH MAY BE CHANGED WITHOUT THE SECRETARY OF STATE'S APPROVAL (CHANGES SHOULD BE NOTIFIED TO THE SECRETARY OF STATE)

Arrangements for appointment and dismissal of head and deputy head(s) for The West London Academy	Annex 5
Staffing structure and policy on staff pay, performance and management for The West London Academy	Annex 6
Capability procedure for The West London Academy	Annex 7a
Disciplinary procedure for The West London Academy	Annex 7b
Grievance procedure for The West London Academy	Annex 7c
Policy on RE and Collective Worship	Annex 8

ANNEXES RELATED TO BUILDING PROGRAMME FOR THE WEST LONDON ACADEMY

which require the Secretary of State's approval to changes.

Capital expenditure incurred for the purposes of or in connection with the establishment or maintenance of the Academy prior to the date of this agreement	Annex 9
Capital expenditure related to establishment of Academy including Timetabled and costed schedule of works to be undertaken	Annex 10
Schedule of approvals by Secretary of State required in relation to Capital Programme to establish The West London Academy	Annex 11

ANNEXES CONTAINING DfES REQUIREMENTS APPLYING TO ALL ACADEMIES

Financial Handbook	Annex 12
--------------------	----------

Format and timetable for School Development Plans for Academies (to include membership of EiC (where relevant) Key Stage 3 strategy etc)	Annex 13
--	----------

ANNEXES PROVIDED FOR INFORMATION ONLY

Schedule of legislation, which applies to Academies	Annex 14
---	----------

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 Education and Skills and The West London Academy Trust hereafter "The West London Academy Trust".

2) The West London Academy Trust is a charitable company incorporated in England and Wales, limited by guarantee with registered no 4444278 (Registered Charity number 1094171).

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) "Academy" – clause 8;
- b) "Accounting Officer" - clause 57;
- c) "admission arrangements" - Annex 2;
- d) "annual letter of funding" - clause 55;
- e) "GAG" – clause 41;
- f) "capital expenditure" - clause 72;
- g) "The West London Academy Trust " - clause 1;
- h) "current expenditure" - clause 36;
- i) "EAG" - clause 49;
- j) "Financial Handbook" - clause 58 and Annex 12;
- k) "financial year" - clause 56;
- l) "Governing Body" - clause 11
- m) "start up period" - clause 46a;
- n) "the Memorandum and Articles" - (as set out in Annex 1);
- o) "School Development Plan" - clause 15 and Annex 13;
- p) "headteacher/Head" refers to the Principal of The Academy";
- q) references to "school" shall, where the context so admits, be references to The West London Academy.

3A) a) "LEA" means local education authority that is to say the Council of the London Borough of Ealing;

b) "Active Ealing" means the company of that name which runs sports facilities for the London Borough of Ealing.

4) "Agreement" means this agreement and its annexes (1-14) attached hereto ("Annexes") and a reference in the Agreement to a numbered clause or Annex is a reference to the clause or Annex of this Agreement bearing that number.

5) Questions arising on the interpretation of the arrangements in this funding agreement shall initially be resolved by the Secretary of State after consultation with The West London Academy; provided that if The West London Academy disputes the initial resolutions of the Secretary of State it shall not be bound by such resolution.

6) Section 482 (1) of the Education Act as substituted states that -
"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 with such characteristics as are specified in the agreement and in subsection (2), and
(b) the Secretary of State agrees to make payments to that person in consideration of those undertakings."

7) It is the intention of both parties that they will enter into a further funding agreement or amend this agreement to provide that the Academy will provide primary as well as secondary education.

LEGAL AGREEMENT

8) In consideration of The West London Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on, of an independent school to be known as The West London Academy ("The Academy") and having such characteristics as are referred to in clauses 9 - 10, the Secretary of State agrees to make payments to the West London Academy Trust in accordance with the conditions and requirements set out in this Agreement. Any obligations imposed upon or powers given to rights and benefits conferred upon The Academy by this agreement are also imposed upon, or given for the benefit of The West London Academy Trust.

CHARACTERISTICS OF AN ACADEMY

9) The characteristics of an Academy set down in section 482 (2) of the Education Act 1996 substituted by the Education Act 2002 , are that it will be an independent school:

a) which provides education for pupils of different abilities and who are wholly or mainly drawn from the area in which the school is situated;

b) has a broad curriculum with an emphasis on a particular subject area, or particular subject areas specified in the agreement-

CONDITIONS OF GRANT

General

10) Section 482(4) of the Education Act 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 KS3, 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 consistent with admissions law, and the DfES Codes of Practice, for 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 Governing Body;
- e) there will be an emphasis on the needs of the individual pupils including pupils with special educational 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

11) The Academy will be governed by a governing body ("the Governing Body") comprised of the directors of The West London Academy Trust. The Governing Body is constituted under the Memorandum and Articles. 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 headteacher. The Governing Body may exercise its powers and fulfil its functions through its servants or agents.

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

Conduct

13) The Academy shall be conducted in accordance with:

- a) the Memorandum and Articles see (Annex 1), 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 (main current provisions are set out for reference only in Annex 14 to this agreement).

14) The Academy shall have due regard to the need to promote equality of opportunity between all people, and to eliminate race discrimination and promote good race relations.

The Academy Development Plan

15) The Academy shall draw up a School Development Plan each year in accordance with the provisions of Annex 13. The School Development Plan shall, in particular:

- a) set out plans for ensuring that all pupils are supported to reach the highest standards of which they are capable;
- b) describe The West London Academy's proposals to work with other schools and with the wider community.

Pupils

16) The Academy is an all ability and inclusive school. The arrangements for:

- a) the admission of pupils to The Academy;

- b) the admission of and support for pupils with Special Educational Needs and with disabilities (for pupils who have and who do not have statements of Special Educational Needs) (including the appointment of a responsible person); and for
- c) pupil discipline, including the use of fixed term and permanent exclusions are set out in Annexes 2, 3 and 4.

Teachers and other staff

17) The West London Academy Trust shall employ as teachers persons who are qualified teachers within the meaning of the Education (School Teachers' Qualifications) Regulations 2003 or, until those Regulations come into force, the Education (Teachers' Qualifications and Health Standards) Regulations 1999 (S. I. 1999/2166), as amended from time to time. It shall be open to The Academy to employ persons (otherwise than as teachers) with other qualifications and experience.

18) The Governing Body 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.

19) The Governing Body shall ensure that all employees other than teachers have access to the Local Government Pension Scheme.

20) It shall be the responsibility of the Governing Body 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. As provided for in annex 5, the appointment and dismissal of the Head, Director of Finance and Deputy Heads shall be vested in the Governors, who may delegate the latter two appointments to the Head on such terms as they deem appropriate. Appointment of all other teachers and other staff shall be under the control of the headteacher. The Governing Body shall approve policies for:

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

21) The operation of such procedures shall be as set out in Annexes 6 and 7 to this Agreement and shall include details of arrangements for suspensions and the ending of suspensions, determination of dismissal and early retirements.

Curriculum, curriculum development and delivery and collective worship

22) The curriculum provided by The Academy to pupils up to the age of 16 shall be broad and balanced with an emphasis on sports and enterprise. The core subjects of the National Curriculum will be taught to all pupils in years 7 - 11.

a) Curriculum

The Academy will be offered a level of freedom over the curriculum content and delivery, and this will be explored fully in the implementation phase of the project, however certain statements of intent can be made about the curriculum proposed for The Academy.

Legally, The Academy will be an independent school, however it is still obliged to follow the lines of the national curriculum. Up to Key Stage 3, a broad and balanced curriculum will be delivered, with some emphasis on the specialisms of the school, namely Sports and Enterprise. Students will study core national curriculum subjects, ie English, Maths, Science, with ICT forming an integral part of the curriculum. Alongside the core subjects will be expressive arts, humanities, design and technology. All pupils will also have an entitlement to two hours of Physical Education per week. Enterprise will be at the heart of this curriculum, meaning a more integrated approach, which will embrace the ethos of enterprise and engender an attitude of self-management and independent learning across the school. Students will be encouraged in developing enterprising skills, such as team working, communications, confidence, leadership and creativity. This will be reflected in teaching methods, whereby lessons will be delivered in an imaginative and creative way, designed to grasp attention and encourage participation.

At key stage 4, it is the intention to offer pupils a wider range of subjects of a more vocational nature, such as hospitality and catering, leisure and tourism and health and social care, as well as the more academic subjects. Pupils will be given the opportunity to gain at least one accreditation in physical education and sport. Whatever route pupils choose to take, they will still be entitled to a broad curriculum, which provides progression opportunities. Pupils will be offered more flexible ways of learning in order to match the curriculum to the needs of the individual, for example this may include work related learning.

The provision of vocational courses will continue into the 6th form, with an extensive range of courses on offer to cater for all abilities.

It is expected that the curriculum will follow a more integrative model. The Academy's proposed curriculum model is more imaginative than the traditional model currently followed at the school and is designed to inspire students to learn and to enjoy learning.

The model is based on a 30-hour week with each day split into two three-hour sessions. At the heart of the model is an emphasis on enterprise skills development acquired from real situations and simulations. This approach is characterised by extensive opportunities for creative, collaborative activity incorporating independent and group-based problem solving and task completion.

Rather than traditional subject departments, the Academy would be organised into faculties each of which would serve as the focus for integrated approaches to learning bringing together skills from related curriculum areas.

b) Organisation of the School Day, Term and Year

The standard 3 term model will be used, so that term times will be consistent with the arrangements made by the LEA. If Ealing LEA was to change its term plans as part of a local or national agreement, the Governors of the Academy would review the position.

The Academy day will be longer, and the school day may operate as follows on Monday, Tuesday, Thursday and Friday:

08:35	Registration
08.45 - 11.45	Session 1
11.45 - 12.05	KS3 Tutor time, KS4 & Post 16 Assembly
12.05 - 1.00	Lunch
1.00 - 1.20	KS3 Assembly, KS4 & Post 16 Tutor Time
1.20 - 4.20	Session 2

The students will be taught for 30 hours a week, with possible variations on the above model to meet the needs of the students. The curriculum will be modular, which will facilitate opportunity for short term targets. Students will be assessed against National Standards including the National Curriculum at the end of KS3, GCSE/GNVQ at the end of KS4 and AGCE & AVCE at post 16.

c) Work Experience & Mentoring

The Academy will be committed to providing substantial opportunities for pupils to gain an understanding and experience in the work place, both through direct work experience placements and also work related learning for vocational subjects.

It is the aim of the Academy to develop a strong bond between the school and local enterprises, thus enabling a two way relationship to form - allowing work experience placements for children and exposing the children to careers they may not have previously considered.

A mentoring scheme is in the process of being set up at the current school, from which we hope the children will have the potential and motivation to benefit directly. A number of local businesses have signed up for the scheme to mentor pupils. The mentors will be adults from the working world and the relationship is designed to be both supportive and of mutual benefit. The relationships will occur through telephone, one to ones, letters, emails and year head/tutor input. Mentors are chosen following completion of profile forms, designed to match interests, activities, reasons for joining the programme etc. An environment where mentoring of pupils by other pupils will also be encouraged.

d) Study Support Initiatives

It is the intention of The Academy to develop a comprehensive programme of study support activities, both in school and out of hours. The study support arrangements will include homework clubs, practice sessions and extra subject study, if required, thus encouraging learning out of hours. A high quality programme of enriched curricular activities will be offered to pupils, catering for a diversity of interests from sports and

drama to ICT and Community Work. The enriched curriculum will be supported by a wide range of activities connected with the specialisms of the school, particularly sports. The Academy will also support the provision of school excursions, which add value to the pupils' education. Residential opportunities as part of the programme of excursions. This could be a link with one of the London Universities to offer a period of summer school to Year 11 students after their GCSE examinations, to give insight into the student life. Alternatively, a link with one of the local sporting clubs such as Brentford Football Club, who have ties with the existing school may offer students the opportunity to further their sporting aspirations.

23) The curriculum shall be considered by the Governing Body each year and any revisions to clause 22 submitted to the Secretary of State for approval, such approval not to be unreasonably withheld.

24) The Academy shall make provision for the teaching of Religious Education and for a daily act of collective worship. That provision is subject to the conditions and requirements set out in Annex 8 to this Agreement.

25) The Academy shall have regard to any guidance issued by the Secretary of State on Sex and Relationship Education to ensure that children 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

26) The Academy shall register with the Qualifications and Curriculum Authority for the purposes of arranging for all eligible pupils to take part in the national curriculum assessment system at the end of the Key Stage 3 programmes of studies. This includes arranging for pupils to take the English, Maths and Science tests and for teacher assessments of pupils' performance in those subjects.

27) The Academy may not offer courses which lead to external qualifications, as defined in section 96 of the Learning and Skills Act 2000, unless they are either approved under section 98 of that Act, or, in respect of individual pupils, groups of pupils or all pupils in key stage 4, the Secretary of State gives specific consent for such courses to be offered.

Performance Indicators and target setting

28) The Secretary of State may specify in the annual letter of funding performance indicators which he intends to use in order to assess the performance of The West London Academy relative to schools in the maintained sector and against the objectives of The West London Academy Programme, as well as value for money generally. The Academy shall make information available to the Secretary of State in connection with such indicators in such form and manner and at such times as may reasonably be required by the Secretary of State.

29) The Academy shall set such targets in areas to be specified by the Secretary of State each year. The target areas for the initial year shall be set in accordance with the timetable set out at annex 13.

30) The Academy shall consult the Secretary of State and the LEA in whose area it is situated each year before setting these targets and shall take into account but not be bound by any comments received from the Secretary of State and/or the LEA. The Academy shall set its targets in accordance with the timetable for target setting, which applies to maintained schools.

School meals

31) The Academy 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 them to do so. Subject to the provisions of clauses 32 and 33 charges may be levied for lunches.

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

Charging

33) 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 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 governing body of The Academy;
- 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 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

34) The Academy shall publish a prospectus annually, shall send this on request (free of charge) to parents of pupils at The Academy and to the Secretary of State; and shall make it available for inspection by other persons at The Academy. The prospectus shall include:

- a) details of admission arrangements;

- b) 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;
- c) details of any religious affiliation of the school; policy on providing for children with SEN; arrangements for pupils with disabilities (as specified in Annex 3 to this agreement); pupil absence rates; and destination of school leavers; and
- d) such other information as the Governing Body may determine.

35) The prospectus shall be published in the school year immediately preceding the school year to which it relates and shall be published at least six weeks before the closing date for applying for a place.

GRANTS TO BE PAID BY THE SECRETARY OF STATE

36) The Secretary of State shall pay to The West London Academy Trust grants under this Agreement towards capital and current expenditure. The following deals with current expenditure defined as any expenditure on the establishment (including setting up), conduct, administration and maintenance of The Academy, which does not fall within the categories of capital expenditure defined at clause 72. Except with the Secretary of State's prior agreement (not to be unreasonably withheld), The West London Academy Trust shall not budget for expenditure in any year in excess of expected income nor enter into commitments, which are likely to have substantial implications for future levels of grant, or for the period grant may be required. No decision by The West London Academy Trust shall commit the Secretary of State to any particular amount of grant save as otherwise set out in this agreement, or agreed by the Secretary of State.

Implementation Grant

37) The Secretary of State shall pay to The West London Academy Trust grant (known as implementation grant) towards the setting up of The Academy. The West London Academy Trust shall prepare and submit to the Secretary of State for approval an implementation plan, budget and budget profile annex showing costs to be incurred before the opening of The Academy and for which grant is sought. The Secretary of State will pay implementation grant in accordance with the approved budget. Payment will be made by monthly instalments. The West London Academy Trust shall submit to the Secretary of State by the 10th of each month a grant claim in a form specified by the Secretary of State. If the grant claim is within the approved implementation budget the Secretary of State undertakes to pay the amount due by the 25th of the month. If a dispute arises over whether grant claim or part of a claim is within the approved implementation budget, both parties undertake to attempt to resolve the dispute in good faith and as expeditiously as possible.

38) It is accepted that as the project develops it may be necessary to revise individual costs between budget headings in the implementation plan in order to ensure that the project remains within its approved implementation budget. Where The West London Academy Trust wishes to make inter-budget heading adjustments of over £10,000 the reason for the change and a revised implementation budget profile must be submitted to the Secretary of State for approval (not to be unreasonably withheld). A revised budget

profile must be submitted where a significant (£25,000 or over) change in the timing of expenditure phasing is foreseen. The West London Academy Trust shall use reasonable endeavours to ensure that no pattern of spending is allowed to develop which cannot be contained within the approved implementation budget and the Secretary of State must be informed immediately if The West London Academy Trust reasonably believes such a pattern will occur.

39) Any amount of grant in respect of the approved implementation budget, which has not been paid to The West London Academy Trust by the opening of The Academy will lapse. Any amount of grant which has been paid but remains unexpended on relevant expenditure by the opening of The Academy 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 after its opening provided that such amount may be applied by The West London Academy Trust to expenditure which would (but for the foregoing) have been the subject of grant to be paid after The Academy opening. Any amount of implementation grant paid which is found to have been used on expenditure not provided for in the approved implementation budget 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.

General Annual Grant and Earmarked Annual Grant

40) Payments by the Secretary of State under this Agreement towards current expenditure will be in two separate and distinct grants: General Annual grant (GAG) and Earmarked Annual Grant (EAG).

General Annual Grant

41) GAG will be paid for normal running costs of The Academy once it is open. These will include, but are not limited to:

a) teacher salaries and related costs (including full and part time teaching staff and seconded teachers);

b) non-teaching staff salaries and related costs (including educational support; administrative and clerical; manual and premises related)

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, including, redecoration, repair and maintenance of buildings (including heating, plumbing, lighting etc); maintenance of grounds (including boundary fences and walls); cleaning materials and contract cleaning; water and sewage; fuel and light (fuel oil, solid and other fuel, electricity, 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, 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 grants will also be paid for pupils with statements of special educational needs (see clause 53 and Annex 3 to this Agreement));

l) administration;

m) establishment expenses and other institutional costs.

42) Subject to clauses 46-48, GAG for each financial year (see clause 56) of The Academy will be at a level comparable to:

a) the expected level of funding which would be provided through the relevant LEA's funding formula to comparable LEA maintained schools in the area in which The Academy is located; and

b) a further sum representing the value of services provided from the Local Schools Budget of the relevant LEA to maintained schools in the area by the LEA in which The Academy is located; together with a further sum to represent any insurance costs incurred by The Academy greater than that which they would have to incur if a maintained school; and

c) a further sum representing the funding which LEA maintained schools in the area in which The Academy is located receive through the DfES Standards Fund, the School Standards Grant (Direct Grant to Schools) or any additional special grant from the Secretary of State; and

d) a further sum representing funding which LEA maintained specialist schools receive in respect of their participation in the DfES specialist schools programme.

43) The basis of the pupil number count for the purposes of determining GAG will be the Governing Body's estimate in November for numbers on roll in the following September. The basis of the GAG calculation, including any annual repricing which may be necessary, will be set out in the annual letter of funding (see clause 55).

44) The West London Academy Trust will receive an Academy Pupil Unit (APU) in respect of each registered pupil at The Academy.

45) The subsequent year's budget may be subject to adjustment to the extent that actual pupil numbers were lower. In year adjustments to budgets will be made where:

- a) pupil numbers are 10% or more below estimates;
- b) pupil numbers are 5% or more above estimates;
- c) additional grants are made by the Secretary of State to maintained schools.

46) The Secretary of State recognises that:

- a) in relation to Academies which open with intakes 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 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 clause 41-43, in order to enable The Academy to operate effectively. The method by which this addition to GAG is to be calculated will be explained in the annual letter of funding (see clause 55);
- b) in relation to Academies which open with pupils transferred from one or more LEA-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;

47) During the start-up period (as defined in clause 46a.) 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 clause 42 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.

48) The Secretary of State also recognises that if he serves notice of intention to terminate this Agreement under clause 87 the intake of new pupils during the 7 year 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 in the notice period than would be justified solely on the basis of the methods set out in clause 42, in order to enable The Academy to operate effectively.

Earmarked Annual Grant

49) EAG shall be paid, on a basis to be agreed in each case for such specific purposes as may from time to time be agreed between the Secretary of state and The Academy and as described in the relevant funding letter.

50) Where The Academy Trust is seeking a specific EAG under clause 49 above in relation to any financial year, it shall submit a letter outlining its proposals and the reasons for its request to the Academies Division by 31st March of the year preceding the financial year in question.

51) The West London Academy is free to determine how best to use each of its EAGs within the scope of the grant set out in the relevant funding letter.

Other relevant funding

52) The Secretary of State shall meet any agreed costs:

- a) arising from the inclusion of Academies in the Schedules to the Redundancy Payments(Local Government) (Modification) Order; where the Secretary of State shall meet the costs of prior service and The West London Academy Trust will meet costs of service in The Academy; or
- b) incurred by The Academy in connection with TUPE provisions.

53) The West London Academy Trust may also receive funding from the LEA in whose area it is located or other LEAs in respect of the provision detailed in statements of special educational needs (SEN) for pupils attending The Academy in accordance with the provisions of Section 483A of the Education Act 1996. The Academy shall ensure that all provision detailed in statements of SEN is provided for such pupils.

Arrangements for payment

54) The Governing Body shall be notified in the December preceding the start of each financial year of the GAG and EAG figures which, subject to Parliamentary approval, the Secretary of State plans for that year and of the assumptions and figures on which these are based. Any amounts so determined will be reviewed annually taking account of changes in pay and price assumptions and circumstances affecting the individual institutions. The Secretary of State shall consult the Governing Body on the planned levels of grant.

55) The amounts of GAG for The Academy financial year (as defined in clause 56) and in respect of each month within that year will be determined annually by the Secretary of State. The amount of GAG will be notified to The Academy in a funding letter not later than 1 April preceding that year ("the annual letter of funding"). Amounts of EAG will be notified to The Academy according to an agreed programme.

56) For the purposes of this Agreement, The Academy's 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 arrangements for payment will be set out in the annual letter of funding.

Financial and Accounting Requirements

57) The headteacher shall be The Academy's Accounting Officer. The Accounting Officer will be personally responsible to the Trustees 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 The Academy. The Accounting Officer may delegate or appoint others, such as a Finance Director, to assist in carrying out these responsibilities.

58) The Academy shall abide by the provisions within the Financial Handbook (Annex 12), 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.

59) The formal budget plan must be approved each year by the Governing Body.

60) Any payment of grant by the Secretary of State is subject to his being reasonably satisfied as to the fulfilment by The Academy of the following conditions:

- a) that in its conduct and operation The Academy shall apply financial and other controls which conform with the requirements both of propriety and of good financial management as set out in the financial handbook;
- b) that 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) that such financial statements are published at the end of each financial year (as defined in clause 56) in such form and manner as the Secretary of State may reasonably direct and a copy sent to him by 31 December each 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's affairs and that the grants were used for the purposes intended;
- d) that The Academy prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 1985;
- e) that a statement of the accounting policies used is sent to the Secretary of State with the financial statements referred to in (c) above;
- f) that The Academy 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) (i) that The Academy prepares and files with the Charity Commission annual accounts prepared in accordance with the Statement of Recommended Practice.
(ii) the governing body shall comply with their obligation 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 Charity Commissioners.

61) The Governing Body shall secure that The Academy's accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of State such approval not to be unreasonably withheld.

62) 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 to standards determined by the Secretary of State and to make recommendations for improving the financial management of The Academy.

63) The books and accounts and all relevant records, files and reports of The Academy including those relating to financial controls, shall be open at all reasonable times to officials of the Department for Education and Skills and the National Audit Office and to contractors retained by the Department for Education and Skills or the National Audit Office for inspection or the carrying out of value for money studies; and The Academy 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.

64) The Governing Body shall submit indicative budgets to the Secretary of State not later than by 15 February before the start of each The 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) proposed pupil and, in the start up period only, teacher and other staff numbers;
- b) statement of proposed current expenditure for that financial year;
- c) a statement of planned expenditure on outreach work for that year with other schools and the wider community relating to The Academy's specialism;
- d) a statement of expected income for that year including cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital 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 or EAG;
- e) a statement of proposed capital expenditure for that financial year;
- f) a summary statement of income and expenditure for that year.

65) The Academy will be permitted to carry forward savings from GAG from one year to the next:

- a) equivalent to 2% of the total GAG received in the preceding year, which it may use for any of the purposes for which GAG is paid including all expenditure permitted under sub-clause (b) below;
- b) equivalent to a further 10% of the total GAG received in that year, or such higher figure as may from time to time be agreed, which it may use on the upkeep and improvement of premises including the costs of equipment and routine repairs and maintenance and on capital expenditure.

66) Any savings of GAG not allowed under clause 65 will be taken into account in the payment of subsequent grant.

67) The Governing Body may also accumulate funds from private sources or public sources other than grant 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 grant from the Secretary of State shall be separately identified in the balance sheet.

68) The West London Academy Trust shall not, without the prior written consent of the Secretary of State, which shall not be unreasonably withheld or delayed:

- a) give any guarantees, indemnities (except such as are given in normal contractual relations) or letters of comfort;
- b) write off any debts or liabilities owed to it above a value to be set out in the annual funding letter, nor offer to make any ex gratia payments;
- c) make any freehold sale or purchase; or
- d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.

69) 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 Governing Body to the Secretary of State at the earliest opportunity.

70) It is the responsibility of the Governing Body to ensure that The Academy balances its budget from year to year.

Borrowing Powers

71) The West London Academy Trust shall not run an overdraft beyond such amount (to cover irregularities in cash flow) as may from time to time be both approved by The West London Academy Trust in General Meeting and in writing by the Secretary of State, such approval by the Secretary of State not to be unreasonably delayed or withheld, and subject to any conditions he may reasonably impose. The West London Academy Trust shall not borrow except with the written consent of the Secretary of State against future years' current grant, or by using as collateral assets purchased wholly or partly out of monies provided by the Secretary of State. The West London Academy Trust shall not borrow against land and buildings transferred to it for less than the market price from an LEA or trustees of a voluntary aided school. Provided always that nothing in this clause shall prevent The West London Academy Trust from borrowing (whether by way of overdraft or otherwise) prior to the opening of The Academy nor from borrowing where such borrowing is made necessary by the failure of the Secretary of State to make in a timely fashion payments (whether of GAG or EAG or otherwise) agreed to be made by him under this Agreement.

Capital Expenditure

72) In this Agreement "capital expenditure" means expenditure on:

- i) the acquisition of land and buildings;
- ii) the erection, enlargement, improvement or demolition of any building including fixed plant, installation, wall, fence or other structure, or any playground or hard standing;
- iii) the installation of electrical, mechanical or other services;
- iv) the purchase of vehicles and other self-propelled mechanical equipment;
- v) the provision of equipment and furnishings including computers, networking for computers (including related operating software) and equipment for information technology, other than where these are provided in the course of periodic maintenance;
- vi) the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation;
- vii) works of a permanent character other than the purchase or replacement of minor day-to-day items of capital expenditure of any class or description referred to in Annex 10;
- viii) major repairs or replacements as described in the annual letter of funding;

ix) 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 this Agreement;

x) all professional fees properly and reasonably incurred in connection with the provision of the above; and

xi) VAT and other taxes payable on any of the above;

and "capital grant" means grant paid under this Agreement in respect of such expenditure.

73) Where The West London 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 at nil or nominal consideration and which were previously used for the purposes of a school or where transferred from an LEA; the value of which assets shall be disregarded.

74) The building for the Academy has been designed to include a two form entry primary school academy as a discrete section of the building. This is because the parties intend to enter into a further funding agreement or amend this agreement to provide that the Academy should provide primary as well as secondary education . The capital expenditure figure set out in clause 75 (i) includes the cost of construction of the two form entry primary academy. The parties agree that construction of the Academy will commence on the basis of this design, which includes a two form entry primary academy attached as "Design for Secondary and 2 FE Primary Academy" to Annex 10 of this agreement.

75) The Secretary of State and The West London Academy Trust hereby agree that:

i) the amount of capital expenditure necessary to establish an Academy on the basis of the Design for Secondary and 2 FE Primary Academy is estimated at £31,363,389 at outturn prices.

The cash limit includes capital expenditure incurred for the purposes of or in connection with the establishment or maintenance of The Academy prior to the date of this agreement as described in Annex 9;

ii) The Secretary of State will bear a total of £29,163,389 of these costs The West London Academy Trust £2,000,000 and Active Ealing (through the LEA) £200,000;

iii) the arrangements (including timing) for payments for these costs shall be agreed between the Secretary of State and The Academy and described in Annex 10 to this Agreement. Payment by the Secretary of State will be dependent on his approval of the matters set out in Annex 11;

iv) if the costs finally incurred for the purposes set out in clause 75i above are less than £31,363,389 the Secretary of State's contributions will be reduced accordingly;

v) if at any stage it appears that the costs incurred for the purposes set out in clause 75i are likely to exceed the cash limit of £31,363,389, the West London Academy Trust shall

urgently consider how to reduce those costs, if necessary by amending the specification of The Academy;

vi) if notwithstanding the provisions of 75v the costs incurred for the purposes set out in 75i exceed £31,363,389, these additional costs shall be the responsibility of The West London Academy Trust except that the Secretary of State shall pay 100% of any necessary additional costs the need for which could not reasonably have been foreseen at the time the cash limit was set. If the parties agree that any other additional costs should be incurred then the parties shall pay such percentage as may be agreed between them at the time.

76) The parties recognise that the West London Academy Trust intends to enter into an agreement with the LEA to secure additional funding relating to -

- (a) the contribution by Active Ealing referred to in Clause 75(ii) or 78(ii) (as the case may be);
- (b) the rebuilding of the John Chilton Special School on the same site as the Academy;
- (c) the establishment of an adult education centre on the same site as the Academy;
and
- (d) the establishment of a Sure Start Centre (that is to say premises used for the purpose of a local programme funded by the cross departmental Sure Start Unit to co-ordinate, foster and encourage the development of services for parents to be, parents, babies and young children to promote their physical, intellectual and social development),

and the West London Academy Trust will seek to negotiate with the LEA with a view to entering into such an agreement.

77) In the following circumstances the parties agree that the building specification shall be changed to an alternative outline design for a secondary academy without any primary provision attached to Annex 10 of this agreement as "The proposal for a Secondary only Academy", and the West London Academy Trust shall, as soon as practicable, instruct their architects and construction team to change the specification of the building to a secondary only Academy;-

- a) if by 30th September 2003 (or such later date as the parties agree) no funding agreement has been executed by the parties or this agreement has not been amended for the Academy to provide primary as well as secondary education ;
- b) if, in the Secretary of State's view, it is no longer viable to continue building the Academy to provide primary as well as secondary education because it is unlikely that the parties will enter into a funding agreement or amend this agreement for the Academy to provide such education.

78) If the specification of the building is changed to The Proposal for a Secondary only Academy, the parties agree that:

- i) the estimated capital expenditure is £25,279,458 . This cash limit includes capital expenditure for the purposes of or in connection with the establishment or maintenance of The Academy prior to the agreement as described in Annex 9;
- ii) The Secretary of State will bear £23,079,458 of these costs, The West London Academy Trust £2,000,000 and Active Ealing (through the LEA) £200,000.
- iii) The arrangements (including timing) for payments for these costs shall be agreed between the Secretary of State and The Academy and described in Annex 10 to this Agreement. Payment by the Secretary of State will be dependent on his approval of the matters set out in Annex 11.
- iv) If the costs finally incurred for the purposes set out in clause 78i above are less than £25,279,458, the Secretary of State's contribution to the capital expenditure will be reduced accordingly.
- v) If at any stage it appears that the costs incurred for the purposes set out in clause 78i are likely to exceed the cash limit of £25,279,458, the West London Academy Trust shall urgently consider how to reduce those costs, if necessary by amending the specification of The Academy;
- vi) If the costs incurred for the purposes set out in clause 78i exceed the cash limit of £25,279,458, these additional costs shall be the responsibility of the West London Academy Trust except that the Secretary of State shall contribute;
 - a) 100% of any necessary additional costs the need for which could not have reasonably been foreseen at the time the cash limit in clause 78(i) was set;
 - b) 100% of any necessary additional costs incurred as a result of changing the design of the building during its construction, but only if such a change is necessary because no primary Academy is to be established or a primary Academy with only one form of entry is to be established;
 - c) Such percentage as may be agreed between the parties of any other additional costs which the parties agree should be incurred.

79) Any capital expenditure (other than expenditure by The West London Academy Trust under clauses 75i or 78i) during the life of this Agreement beyond the cash limit referred to in clauses 75i or 78i on which grant payments are sought from the Secretary of State will require the specific agreement of the Secretary of State. Such consent shall not be unreasonably withheld. Unless The West London Academy Trust undertakes to meet such

capital costs entirely itself such approved costs as are incurred will be shared in a proportion to be agreed between the Secretary of State and The West London Academy Trust in relation to, and having regard to the nature of, each such capital project. Notwithstanding the preceding sentence, the proportion contributed by the Secretary of State will not be expected to exceed 80% save that any capital expenditure required in order to meet the requirements of legislation enacted or made after the date of this Agreement shall be funded at least to 80% by the Secretary of State.

80) Any payment of capital grant expressed to be made for the purpose of defraying the capital expenditure set out in clauses 75 and 78 is subject to the fulfilment of the following conditions that such grants are used to provide accommodation to standards agreed by the Secretary of State as described in Annexes 9 - 10; or to defray other expenditure approved by the Secretary of State.

81) Any payment of capital grant is subject to The West London Academy Trust's 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.

DISPOSAL OF ASSETS

82) The sale, or disposal by other means, or reinvestment of proceeds from the disposal, of a capital asset by a The West London Academy Trust shall require the consent of the Secretary of State 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 West London Academy Trust from a Local Education Authority for no or nominal consideration such consent not to be unreasonably withheld or delayed. Furthermore, reinvestment exceeding £1m or with other special features will be subject to Parliamentary approval.

83) 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, where the asset was acquired by The West London Academy Trust at market value. In this event, The West London 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 West London Academy Trust for its charitable purposes.

84) 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 West London Academy Trust from a Local Education Authority 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 Local Education Authority from which the asset was transferred, taking into account the amount of the proceeds to be reinvested by The West London Academy Trust. The Secretary of State will have regard to any representations from The West London Academy Trust and the Local Education Authority from which the asset was transferred before giving consent under this clause.

85) Except with the consent of the Secretary of State, The West London Academy Trust shall not dispose of assets for a consideration less than the best that can reasonably be obtained by it. In disposing of any assets the Academy Trust shall comply with its obligations under the Charities Act 1993 and obtain the Charity Commission's consent where necessary.

TERMINATION

86) Subject to prior termination of this agreement under clauses 86-99, the Secretary of State shall continue payments in respect of current expenditure for a current period of not less than seven years. In the event that the agreement is terminated under clauses 86 - 99 the Secretary of State shall continue payments in respect of current expenditure until the expiry of the relevant notice period.

87) Either party may give not less than seven years written notice of its intention to terminate this Agreement, such notice to expire on 31 August in any year.

88) If the Secretary of State is of the opinion that The Academy no longer has the characteristics set out in clause 9 or that the conditions and requirements set out in clauses 10 - 35 are not being met in any material respect, or is otherwise in material breach of the provisions of this Agreement, the Secretary of State may give notice to The West London Academy of his provisional intention to terminate this Agreement.

89) Any such notice shall be in writing and shall:

- a) state the grounds on which he considers The Academy no longer has the characteristics set out in clause 9 or is not meeting the conditions and requirements of clauses 10 - 35 in any material respect or is otherwise in material breach of the provisions of this Agreement;
- b) specify the measures reasonably required to remedy the situation;
- c) specify a reasonable period of time on the expiry of which these measures are to be implemented; and
- d) state the form in which the Governing Body is to provide its response and a reasonable period of time on the expiry of which it must be provided.

90) If no response is received by the date specified in accordance with clause 89c, the Secretary of State may give the Governing Body 12 months, or such lesser period as he reasonably considers appropriate in the circumstances, written notice of his intention to terminate this Agreement.

91) If a response is received by the date specified in clause 89c, the Secretary of State shall consider it, and any representations made by the Governing Body, and shall, within 3 months of its receipt, indicate that:

- a) he is content with the response and 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 satisfied, and that he will proceed to terminate the Agreement.

92) In the circumstances of clause 91c the Secretary of State shall notify the Governing Body why he believes that he cannot be satisfied and, if so requested by the Governing Body within thirty days from such notification, he shall meet a deputation from the members and governors of The Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that The Academy does not and will not have the characteristics set out in clause 9 or does not and will not meet the conditions and requirements set out in clauses 10 - 35 or does not and will not otherwise comply with the provisions of this Agreement in each case, in any material respect, he shall give the Governing Body twelve months written notice of his termination of this Agreement.

93) If the Secretary of State has cause to serve a notice on the Governing Body under s.469 of the Education Act 1996 and the matters specified in the notice are not remedied, the period of twelve months notice referred to in clause 92 may be shortened to a period deemed appropriate by the Secretary of State.

94) 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 West London Academy Trust calls a formal meeting of its creditors or enters into any composition or arrangement (whether formal or informal) with its creditors; or
- b) The West London Academy Trust proposes a voluntary arrangement within Section 1 of the Insolvency Act 1986; or
- c) The West London 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 94 (c) Section 123 (1)(a) of the Insolvency Act 1986 shall have effect as if the amount of £10,000 was substituted for £750. The West London 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; or
- d) The West London Academy Trust has a receiver (and manager with the exception of Receivers and 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) Save where The West London Academy Trust is undertaking such process, any restraint, execution or other process is levied or enforced on any of The West London 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) The West London Academy Trust has a petition presented to any Court for its winding up or for an administration order; or
- h) The West London Academy has ceased to operate as a school (except where such cessation occurs temporarily by reason of fire, flood, war, civil war, civil commotion, acts of terrorism, industrial action, nuclear, chemical or biological contamination or other circumstances of Force Majeure).

95) If the Academy Trust is of the opinion that the Secretary of State is in material breach of the provisions of this Agreement, the Academy Trust may give notice to the Secretary of State of its provisional intention to terminate this Agreement.

96) Any such notice shall be in writing and shall:

- a) state the grounds on which it considers the Secretary of State is in material breach of the provisions of this Agreement;
- b) specify the measures reasonably required to remedy the situation; and
- c) specify a reasonable period of time on the expiry of which a response is to be received.

97) If no response is received by the date specified in accordance with clause 96c, the Academy Trust may give the Secretary of State 12 months, or such lesser period as it reasonably considers appropriate in the circumstances, written notice of its intention to terminate this Agreement.

98) If a response is received by the date specified in clause 96c, the Academy Trust shall consider it and shall, within 3 months of its receipt, indicate that:

- a) it is content with the response and that the measures which it specified are being implemented; or
- b) it is not satisfied, that it does not believe that it can be satisfied, and that it will proceed to terminate the Agreement.

99) In the circumstances of clause 98b the Academy Trust shall notify the Secretary of State why it believes that it cannot be satisfied and, if so requested by the Secretary of State enter into discussions with the Secretary of State's representatives, in good faith to attempt to resolve the differences between the parties. If following such discussions it has good reasons for remaining satisfied that the Secretary of State does not and will not comply with the provisions of this Agreement in any material respect, it shall give the Secretary of State twelve months written notice of termination of this Agreement.

Effect of Termination

100) In the event of termination of this agreement however occurring the school shall cease to be an academy.

101) If the Secretary of State terminates this Agreement for reasons other than that The Academy no longer has the characteristics set out in clause 9, or is no longer meeting the conditions and requirements set out in clauses 10 - 35 or is otherwise in breach of the provisions of this Agreement in each use, in any material respect, the Secretary of State shall indemnify The West London Academy Trust.

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

103) The amounts and categories of expenditure incurred by The West London Academy Trust in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify The West London 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.

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

105) On the termination of this agreement however occurring The West London Academy Trust shall repay to the Secretary of State a sum in respect of the capital contribution made by him under clauses 75-78 above.

106) The amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to The West London Academy Trust 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.

107) The Secretary of State may waive in whole or in part the repayment due under the above clause if:

- a) The West London Academy Trust is unable to realise the market value of land or premises because they are returned to the Local Education Authority at less than market value; or
- b) The West London Academy Trust obtains his permission to invest the proceeds of sale for its charitable objects; or
- c) The Secretary of State directs all or part of the repayment to be paid to the Local Education Authority.

108) If any land or premises of The Academy were acquired from a Local Education Authority by a scheme under Schedule 35A of the Education Act 1996 or otherwise at less than the market price, and the Secretary of State does not make a scheme as provided for in paragraph 8 of Schedule 35A of the Education Act 1996, The West London 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 Local Education Authority from which the land was transferred before giving or withholding that consent.

GENERAL

109) 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 29;
- 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) The Academy's 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.

110) The Governing Body 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 Governing Body with such information as they may reasonably require of him for the running of The Academy.

Access by the Secretary of State's Officers

111) The Governing Body shall allow access to the premises of The Academy at any reasonable time to DfES officials. All records, files and reports relating to the running of The Academy shall be available to them (subject to any confidentiality requirements imposed on The Academy) at any reasonable time. The Governing Body shall provide the Department in advance with papers relating to all meetings of the Governing Body of The Academy and of members of The Academy. Two DfES officials shall be entitled to attend and to speak at all such meetings, but shall withdraw from any discussion of The Academy's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State. The Academy shall take any steps, which are reasonably required to secure its compliance with the obligations imposed by this clause of the Agreement.

112) The Academy shall ensure that:

- i) the agenda for every meeting of the Governing Body;
 - ii) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
 - iii) the signed minutes of every such meeting; and
 - iv) any report, document or other paper considered at any such meeting,
- are to be made available for inspection at The Academy and are, as soon as is reasonably practicable, sent to the DfES.

113) There may be excluded from any item required to be sent to the DfES by virtue of clause 112, any material relating to-

- a) a named teacher or other person employed, or proposed to be employed, at The Academy;

Notices

114) 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 Governing Body at [set out name and address] or such other addressee/address as may be notified in writing from time to time by The West London Academy Trust and, in the case of a notice or communication from The West London Academy Trust to the Secretary of State to Head of Academies Division, Department for Education and Skills, 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.

115) Subject to clause 109 this Agreement may be amended in writing at any time by agreement between the Secretary of State and The West London Academy Trust.

116) (a) The West London Academy Trust may amend the following Annexes, but those Annexes only, without agreement in writing from the Secretary of State but must notify the Secretary of State in writing of the changes and provide a copy of the new form of the Annex within 14 days of the amendment: Annexes 5-8

(b) The West London Academy Trust may not amend the following Annexes without agreement from the Secretary of State (such consent not to be unreasonably withheld): 1-4; 9-11

(c) Annexes 12-13 impose requirements on all Academies and may be changed only by the Secretary of State after consultation with all Academies.

(d) Annex 14 is provided for information only and is not binding on The Academy.

117) The service by the Secretary of State or The West London Academy Trust of a notice of termination under any clause of this Agreement shall not prejudice the ability of The Academy (if it wishes to do so) during the notice period to admit pupils in accordance with the provisions of clause 16 and Annex 2 to this Agreement and to receive GAG and EAG in respect of them.

118) The Secretary of State and The West London 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 period of this Agreement.

This document is executed and delivered as a Deed on 2003.

17 June

EXECUTED as a Deed of The West London Academy Trust
Acting by

EXECUTED as a Deed of The West London Academy Trust
Acting by

Director.....

Director.....

In the presence of

Name.....

Address 105 COLLEGE PLACE
LONDON NW1 0QR
OR FOSTER AND PARTNERS

The corporate seal of the Secretary of State hereunto affixed was authenticated by

F.W. Clerk

Authorised by the Secretary of State.

