

## Annex – Burlington Danes Academy Funding Agreement

<p><b>Exemptions in full</b></p> <p>Annex 3A – redacted in full – Section 43  Annex 3B - redacted in full – Section 43  Annex 3C - redacted in full – Section 43</p> <p><b>Other clauses</b></p> <p>1. Memorandum and Articles of Association. Section 21 – accessible from Companies House <a href="http://www.companieshouse.gov.uk/">http://www.companieshouse.gov.uk/</a></p>	
<p>Factors for disclosure of Annexes 3A, 3B and 3C</p>	<p>Factors for Withholding</p>
<ul style="list-style-type: none"> <li>• Further the understanding of an increase participation in the public debate of issues concerning Academies</li> <li>• To ensure transparency in the accountability of public funds</li> </ul>	<ul style="list-style-type: none"> <li>• DfES' commercial interests would be prejudiced</li> <li>• To reveal financial relationships between the SoS and the Academy Trust and others would prejudice the Department's ability to obtain maximum value for money in future agreements</li> </ul>
<p>Reasons why public interest favours withholding information</p> <p>Whilst releasing the majority of the FA will further the public understanding of Academies the whole of the FA cannot be revealed. If <b>annexes 3A, 3B and 3C</b> were to be revealed under the Freedom of Information Act the DfES' commercial interests would be prejudiced, which could result in the less effective use of public money.</p>	

**ACADEMIES SPONSORED BY  
ARK ACADEMIES**

**SUPPLEMENTAL AGREEMENT  
BURLINGTON DANES ACADEMY**

**2006**

Lewis Silkin LLP  
5 Chancery Lane  
Clifford's Inn  
London EC4A 1BL

DRAFT 2  
GRD/JWR/89215-10  
23 August 2006  
1239477-4

**THIS AGREEMENT** made

2006

**BETWEEN**

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

(2) **ARK ACADEMIES**

**IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT** of even date made between the same parties (the "**Master Agreement**").

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.
- 1.2 The following words and expressions shall have the following meanings:
- “the Academy” the Burlington Danes Academy to be established at Wood Lane, London W12 0HR.
- 1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

## **2 THE ACADEMY**

- 2.1 The Company will sponsor the Academy.
- 2.2 The specialism of the Academy will be mathematics and expressive arts.
- 2.3 The arrangements for admission of pupils to the Academy are set out at Annex 1.
- 2.4 The Academy is intended to open on 1 September 2006.
- 2.5 The Local Governing Body for the Academy will be governed in accordance with the agreement proposed to be entered into between the Company and The London Diocesan Board for Schools in the form set out in Annex 4. The Company agrees not to amend that agreement unless with the prior written consent of the Secretary of State (such consent not to be unreasonably withheld or delayed).

2.6 Provision shall be made for religious education to be given to pupils at the Academy in accordance with the tenets and practices of the Church of England. Subject to clause 28 of the Master Agreement, the Academy shall comply with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a foundation school with 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 Church of England.

### **3 CAPITAL EXPENDITURE**

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

3.2 The Company and the Secretary of State have agreed that the amount of expenditure necessary to provide for the refurbishment and the costs of establishing the Academy is £15,600,000 (“the Cash Limit”).

3.3 The Secretary of State will bear £14,100,000 of the Cash Limit and the Company will bear £1,500,000 of the Cash Limit (the “Company’s Contribution”).

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

3.4.1 the cost of the Pre-Opening Works will not exceed £100,000 (“Pre-Opening Works Costs”);

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

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

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

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

3.4.6 the Company must submit a claim for payments for Pre-Opening Works to the Secretary of State in the notified format with supporting invoices and

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

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

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

3.5 The Academy is planned to open in September 2006 and it has not been practicable for the Company and the Secretary of State to agree, prior to the making of this Agreement, the various detailed matters in respect of which expenditure is to be incurred up to the amount of the Cash Limit, including:

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

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

3.5.3 the arrangements for payments (including the timing) of the capital expenditure (a pro-forma of which is set out in Annex 3C);

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

Accordingly, the parties agree to negotiate with a view to reaching agreement on such matters as soon as practicable and in any event not later than 31 August 2007. The documents referred to in clauses 3.5.1 to 3.5.3 above will be in the form of the pro-forma documents set out in Annexes 2, 3B and 3C or as near thereto as circumstances permit and the parties agreement of such documents shall be recorded in writing.

3.6 Both parties recognise that as the project develops it may be necessary to review costs in the Capital Cost Spreadsheet, once agreed in accordance with Clause 3.5,

and to move costs between spreadsheet elements in order to ensure that the project remains within its approved budget. Where the Company wishes to make such adjustments of over £10,000, it must submit the requested adjustment with the reasons for it to the Secretary of State for approval.

- 3.7 Where the Company foresees a significant change in the timing of Capital Expenditure, that is a change to the figures of over £100,000 in the Capital Cash Flow Programme, once agreed in accordance with Clause 3.5, a revised Capital Cash Flow Programme must be submitted to the Secretary of State for approval.
- 3.8 The Secretary of State and the Company hereby agree that:
- 3.8.1 The Company must ensure that no pattern of spending is allowed to develop which cannot be contained within the approved capital expenditure limits. The Secretary of State must be informed immediately if any danger of any of the capital costs, once agreed in accordance with Clause 3.5, being exceeded is foreseen so that steps can be taken to rectify the situation and ensure that the project remains within its capital cash limit.
- 3.8.2 If the costs finally incurred for the purposes set out in Clause 3.5 above are less than the Cash Limit, the costs borne by the Secretary of State shall be reduced accordingly and the Company shall pay the same amount as indicated in Clause 3.2.
- 3.8.3 If at any stage it appears that the costs incurred for the purposes set out in Clause 3.5 are likely to exceed the Cash Limit, the parties to the Agreement shall urgently consider how to reduce those costs, if necessary by amending the specification of the Academy.
- 3.8.4 If the costs incurred for the purposes set out in Clause 3.5 exceed the Cash Limit the Secretary of State shall bear the cost of any necessary additional costs the need for which could not reasonably have been foreseen at the time the Cash Limit was set.
- 3.8.5 If the parties agree that additional capital expenditure to establish the Academy, other than that specified in Clause 3.5 may be incurred then the parties shall divide such additional costs between them in such proportions as may be agreed between them. No such additional expenditure is to be incurred without prior agreement in writing between the parties.
- 3.9 Any capital expenditure during the life of this Agreement beyond the Cash Limit on which grant payments are sought from the Secretary of State will require the specific agreement of the Secretary of State. Such consent shall not be unreasonably

withheld or delayed. Unless the Company undertakes to meet such capital costs entirely itself such approved costs as are incurred will be shared in a proportion to be agreed between the Secretary of State and the Company in relation to, and having regard to the nature of, each such capital project.

#### **4 IMPLEMENTATION GRANT**

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

#### **5 GAG AND EAG**

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

#### **6 TERMINATION**

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

6.2 The Secretary of State may at any time after 1 September 2007 terminate this Agreement immediately by notice in writing to the Company if the Company and the Secretary of State do not on or before 31 August 2007 reach agreement on funding the establishment of the Academy as provided for in Clause 3.5.

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

6.4 Any such notice shall be in writing and shall:

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

- 6.4.2 specify the measures needed to remedy the situation or breach;
  - 6.4.3 specify a reasonable date by which these measures are to be implemented;  
and
  - 6.4.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 6.5 If no response is received by the date specified in accordance with clause 6.4, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 6.6 If a response is received by the date specified in accordance with clause 6.4, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 6.6.1 he is content with the response and/or that the measures which he specified are being implemented; or
  - 6.6.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
  - 6.6.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 6.7 In the circumstances of clause 6.6 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Local Governing Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 11 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 11 and 12 of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

- 6.8 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 6.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 6.9 The Secretary of State will, by not later than the end of December each year provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following financial year (the “**Indicative Funding**”). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the “**Critical Year**”) and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 86 of the Master Agreement and such other funds as are available and likely to be available to the Academy from other academies operated by the Company (“**All Other Resources**”), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then (provided it has complied with clause 37 of the Master Agreement) the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.
- 6.10 Any notice given by the Company under clause 6.9 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 6.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:
- 6.10.1 the grounds upon which the Company’s opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

- 6.10.2 the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and
- 6.10.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the “**Projected Budget**”).
- 6.11 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and undertake to use their best endeavours to agree a practical solution to the problem.
- 6.12 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the “**Expert**”) for resolution. The Expert’s determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the “**Shortfall**”). The Expert shall be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert’s fees shall be borne equally between the parties.
- 6.13 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of large schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist’s fees shall be borne equally between the parties.
- 6.14 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to

provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days (a) after the Expert's determination shall have been given to the parties or (b) see the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as directors of the Company.

6.15 If the Company shall have given notice to terminate the Agreement under clause 6.14, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as directors of the Company. The right to nominate additional directors shall be without prejudice to the right of the Secretary of State to appoint additional directors under Article 40 of the Articles if the conditions in Article 38 of the Articles are, or become, satisfied and the Company hereby agrees to procure the necessary amendment to its Articles to give effect to this right within six months of the date of this Agreement.

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

## **7 EFFECT OF TERMINATION**

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

7.2 If the Secretary of State terminates this Agreement for reasons other than that the Academy no longer has the characteristics set out in clause 7 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 8 and 9 of the Master Agreement that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

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

- 7.4 The amounts and categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.
- 7.5 On the termination of this Agreement however occurring the Company shall repay to the Secretary of State a sum in respect of the Capital Grant made under clause 3.
- 7.6 The amount to be repaid to the Secretary of State in accordance with clause 7.5 shall be determined in accordance with subclauses 7.6.1 or 7.6.2 as appropriate.
- 7.6.1 Where the Company retains the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the value of the assets belonging to the Company at the date of termination which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original cost of those assets, whether that contribution was made on the establishment of the Academy or later;
- 7.6.2 Where the Company disposes of the site and buildings of the Academy the amount to be repaid to the Secretary of State shall be a percentage of the net proceeds of the realisation of the assets belonging to the Company at the date of termination, which were purchased wholly or in part with capital grants paid under this agreement. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets whether than contribution was made on the establishment of the Academy or later.
- 7.7 The Secretary of State may waive in whole or in part the repayment due under clause 7.6 if:
- 7.7.1 The Company obtains his permission to invest the proceeds of sale for its charitable objects; or
- 7.7.2 The Secretary of State directs all or part of the repayment to be paid to the LEA.

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

## **8 ANNEXES**

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

## **9 THE MASTER AGREEMENT**

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

## **10 ENGLISH LAW**

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

This Agreement was signed on 2006

SIGNED on behalf of ARK Academies by:

**Director**

SIGNED on behalf of the Secretary of State by:

**Duly Authorised**

ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

Arrangements for Admission for pupils at the Academy	Annex 1
Pro-forma Capital Costs Spreadsheet	Annex 2
Capital expenditure incurred for the purposes of or in connection with the establishment of the Academy prior to the date of this agreement	Annex 3A
Pro-forma Capital Cashflow Programme (for monthly Capital expenditure during the Academy's Implementation phase)	Annex 3B
Pro-forma Implementation phase cashflow programme	Annex 3C
Governance Agreement	Annex 4

**Burlington Danes admission policy as an  
Academy**

**Report of OPM 14 June 2006**

1. The process of creating the academy started too late to consult properly with other schools and parents in Hammersmith and Fulham on a revised long term admission policy for September 2007 entry and to agree it by April 2006. It was therefore agreed with Hammersmith and Fulham to continue with the existing admission policy for September 2007, even though both the Sponsor and the L.A. want to amend the policy for the longer term.

2. It has been agreed that a draft revised admission policy will be produced during the Autumn Term 2006 and undergo extensive local consultation prior to submission to the Secretary of State in Spring Term 2007 to be effective in September 2008. The Sponsor has committed to that process and has started discussions on possible criteria to be proposed.

# BURLINGTON DANES SCHOOL

Church of England

Wood Lane, London W12 0HR Tel: 020 8735 4950



Chair of Governors  
Mr John King

Headteacher  
Mr M Wheeler

## ADMISSIONS POLICY – Year 2006/07

Burlington Danes is an 11-16 Church of England Voluntary Aided mixed comprehensive school. The school is part of the Co-ordinated Admissions Scheme run by the Local Education Authority for the London Borough of Hammersmith and Fulham.

In September 2005, 181 students will be admitted into Year 7. 314 students placed Burlington Danes as one of their 6 choices on the Primary School Transfer Form. 219 applications forms were received for the 181 places.

The Governors will seek to achieve a comprehensive intake by requiring all applicants to attend for testing. 50% of places will be for students with average ability, 25% for students of above average ability and 25% for students of below average ability. The test results will be used to place each student within one of these three ability bands. If any band is under subscribed, the remaining places will be filled from other applicants using the test results. If there are more applicants than places within any band then places will be allocated according to the over subscription criteria.

### **OVER SUBSCRIPTION CRITERIA in order of priority:**

- 1 Students who wish to attend Burlington Danes School as a preferred secondary school, as ascertained from the Common Admissions Form
- 2 Students whose Parents/Carers/Legal Guardians will actively support the aims, Christian ethos and the Code of Behaviour of the School, which are outlined in the prospectus, as demonstrated by the completion of the Additional Information Form.
3. Students who are active members of the Church of England.
4. Students who are active members of a Christian denomination which is a full or associate member of Churches Together in Britain and Ireland and/or of The Evangelical Alliance.
5. Students who are active members of another world faith.
6. All other applicants.

#### For criteria 3, 4 and 5:

Applications must be supported by completion of the Additional Information Form, or a letter from the priest, minister or religious leader, or by other written evidence, which will show the length of time the student has worshipped at a particular place of worship and their level of commitment.

[By "active" the Governors mean a minimum of regular attendance (by the student applicant) at a place of worship at least twice a month for a period of at least one year.]

For criterion 6:

Parents/Carers/Legal Guardians must state, in writing, their support for the Christian ethos of the School.

**Within each of the above criteria, applicants will be ranked according to the following additional criteria in the order given below:**

- a) "Looked after" students will be given the first priority.
- b) Students who are siblings of students who will be in the School at the time of entry. *(By siblings the governors mean sisters or brothers of half-blood, full-blood, adoptive or foster or who are members of the same household of students who will be in the school at the time of entry.)*
- c) Students who have a documented medical or social reason provided by a relevant health professional which demonstrates why Burlington Danes is particularly suitable for their education.
- d) Students who have attended a Church of England Primary School.
- e) Students whose homes are nearest the main entrance of the School, as measured in terms of shortest walking distance from the student's home to the school.

#### **ADDITIONAL INFORMATION**

Applications for Admission must be made on the Common Application Form ('CAF'). The CAF will be available from the LEA and from the school from July 2005 onwards. The CAF must be returned to the LEA by 21st October 2005

In addition all applicants must complete the **Burlington Danes Application Form and Additional Information Form** which is available directly from the school.

The Governing Body requires Additional Information to assess religious commitment in order to apply the over subscription criteria to an application. Additional information forms, which must be signed by a religious leader will be available at the open mornings and evenings in October 2005 or by writing to the Admissions Clerk (Yr. 2006), Burlington Danes School, Wood Lane, London, W12 0HR.

The Burlington Danes Application Form & Additional Information Form must be returned **to the School** as soon as possible and no later than **11<sup>th</sup> November 2005**.

Prospective students must take a test, which will include papers in English and Mathematics, in **December 2005**.

This test is specifically for Burlington Danes School and is distinct from any test required by the LEA (the "Borough") or other schools.

The results of the tests are confidential; students do not pass or fail the test.

#### **LATE APPLICATIONS**

*Additional information forms, or supporting evidence, received after the 11<sup>th</sup> November 2005 deadline will not be considered by the Admissions Panel except where exceptional circumstances can be proven. The approved School over-subscription criteria will apply.*

## **APPEALS**

Parents/Carers/Legal Guardians who are not offered a place for their child are entitled to appeal to an independent committee under the provisions of the School Standards and Framework Act, 1998. Parents/Carers/Legal Guardians wishing to appeal should complete

an appeal form, which is available from the School. The form should be sent to the Clerk to the Appeal Committee, c/o Burlington Danes School, Wood Lane, W12 0HR within 21 calendar days from the notification of the decision not to admit the student.

## **WAITING LIST**

The School keeps a waiting list which is used to fill casual vacancies occurring as a result of students leaving during the School year or withdrawing from a place that has been offered.

The approved School over-subscription criteria of this admissions policy will also apply to casual vacancies arising during the school year.

The Independent Appeal Committee for casual admissions will meet once a term, if necessary.

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_  
2006

BETWEEN

(1) **ARK ACADEMIES** (Registered Company No. 5112090) (Registered Charity No. 1111608) of 27 Queen Anne's Gate, London SW1H 9BU ("ARK"); and

(2) **LONDON DIOCESAN BOARD FOR SCHOOLS** (Registered Company No. 198131 Registered Charity No. 313000) of London Diocesan House 36 Causton Street London SW1P 4AU ("LDBS")

INTRODUCTION

(1) The Governing Body of Burlington Danes School, a voluntary aided school within the Diocese of London ("the School"), has published proposals to close the School with effect from 31 August 2006. The Governing Body will be dissolved with effect from 31 August 2006.

(2) ARK is proposing to sponsor a new Academy on the School site to be called the Burlington Danes Academy ("the Academy") which it is proposed will open on 1 September 2006

(3) The Academy will be conducted in accordance with the principles and practices of the Church of England

(4) As the Diocesan Board of Education for the Diocese of London, constituted in accordance with the Schedule to the Diocesan Boards of Education Measure 1991 ("the Measure" which expression shall refer to the Measure as amended prior to the date of this Agreement), LDBS has been consulted by ARK about the establishment of the Academy and the parties have agreed on the following terms.

NOW THIS AGREEMENT WITNESSES as follows:-

**1. Religious Character**

1.1 In view of the provisions of clause 3.1 of this Agreement the parties agree

that the Academy falls within the definition of "church school" in Section 10 of the Measure

1.2 ARK will on establishment of the Academy make an application to the Secretary of State pursuant to the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003 to designate the Academy as a school which has a religious character with that religion being Church of England

## **2. Consultation**

2. ARK will consult and cooperate with LDBS in relation to the well being and development of the Academy including, without limitation, in relation to:

2.1 policies and practices regarding collective worship, religious education, admissions and other policies and practices particularly relevant to the religious and spiritual character of the Academy; and

2.2 employment practices, including appointments of senior staff.

## **3. Local Governing Body**

3.1 LDBS will be entitled to nominate two persons to represent the Church of England character of the Academy for appointment by ARK to the Local Governing Body for the Academy (the "LGB") and, subject to such persons not being disqualified from being appointed to the LGB, ARK will appoint such persons to the LGB and, if so required in writing by LDBS, remove such persons from the LGB.

3.2 ARK undertakes to ensure that at least two other persons appointed by it to the LGB will be persons who have Church of England affiliations and whose appointments shall have been approved by LDBS, which approval shall not be unreasonably withheld or delayed.

3.3 The other members of the LGB will be:

3.3.1 The head teacher or principal of the Academy;

3.3.2 A parent, guardian or carer of a student at the Academy;

- 3.3.3 A teacher at the Academy;
- 3.3.4 A non teaching member of the staff at the Academy;
- 3.3.5 A person nominated by the local authority;
- 3.3.6 Up to five other persons appointed by ARK.

3.4 ARK undertakes to ensure that it will not appoint to the LGB any other person who to ARK's knowledge is likely to undermine or ignore the religious character and status of the Academy.

3.5 ARK will ensure that one of the persons appointed by it to the LGB will be a representative of the local community and that such person will only be appointed after consultation with the local authority.

3.6 The parties will consult with each other with regard to the appointment and removal of members of the LGB and will have regard to the views expressed by the others of them in nominating, appointing and removing members of the LGB.

3.7 Officers of LDBS shall be invited to attend meetings of the LGB for the purposes of giving advice to the LGB.

#### **4. The Measure**

The parties acknowledge that under the Measure as it applies to the Academy ARK is required to obtain the advice of LDBS and to have regard to that advice before making any application to, or entering into any agreement with, any body or person in connection with the disposal (whether by sale or otherwise) of the premises of the Academy or any part of them.

#### **5. Undertakings by ARK**

ARK undertakes that it shall:

5.1.1 comply with the guidelines issued from time to time by LDBS concerning collective worship policy and practice in Church of England schools; and

5.1.2 comply with the guidelines issued from time to time by LDBS concerning

religious education in Church of England schools

5.1.3 commission and undergo a denominational inspection at the same time as any OFSTED inspection such inspection to report on the collective worship religious education and spiritual ethos of the Academy and provide a copy of the report to LDBS

5.2 In making any appointments to the staff of the Academy:-

5.2.1 ARK will make applicants fully aware of the underpinning Christian values and beliefs in the Academy and of the expectations that staff will support the Academy's Christian ethos and not undermine it; and

5.2.2 ARK shall give weight to the religious affiliation and beliefs of applicants, particularly for more senior posts in the Academy, and shall, whenever reasonably possible, appoint practising Christians to leadership posts.

5.3 Nothing in this clause 5 shall take precedence over the Supplemental Funding Agreement entered into between ARK and the Secretary of State for Education and Skills relating to the establishment of the Academy.

## **6. Chaplaincy**

ARK shall establish chaplaincy arrangements at the Academy appropriate to the needs of students and staff of the Academy

## **7. Undertakings by LDBS**

LDBS undertakes with ARK and the Governing Body of the Academy to co-operate with and support ARK the Governing Body of the Academy and the staff of the Academy in the running and development of the Academy

## **8. Termination**

8.1 Any party may give notice to the others of them terminating this Agreement in the event that the Academy is not established by 1 September 2006

8.2 This Agreement shall automatically determine on the permanent closure the Academy

**9. Third Parties**

The Contracts (Rights of Third Parties) Act 1998 shall not apply to this Agreement

**10. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties relating to the governance of the Academy.

**11. General**

11.1 Any notice to be given under this Agreement shall be in writing and shall be duly served on the party to which it is sent if sent by recorded delivery post or delivered by hand to the registered office of the party in question. Notices sent by post will be deemed to be served on the second business day (being a week day excluding Saturdays and public holidays in England) after posting and if delivered by hand on the next business day.

11.2 This Agreement will be governed by English Law.

AS WITNESS of which the parties have set their hands the date first above written

SIGNED by \_\_\_\_\_ )

for and on behalf of ARK )

\_\_\_\_\_

SIGNED by \_\_\_\_\_ )

for and on behalf of LONDON DIOCESAN ) \_\_\_\_\_

BOARD FOR SCHOOLS )