

**LAMBETH ACADEMY**  
**SUPPLEMENTAL AGREEMENT**

19 OCTOBER 2005

Lewis Silkin  
12 Gough Square  
London EC4A 3DW

GRD/82548.5  
07/09/2005  
Doc.No. 946366-5

**THIS AGREEMENT** made 19 October 2005

**BETWEEN**

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

(2) **UNITED LEARNING TRUST**

**IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT** made between the same parties and dated the same date as this Agreement (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 Lambeth Academy established at Elms Road, London SW4.

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 is languages with business and enterprise.

2.3 The arrangements for admission of pupils to the Academy are set out in Annex 1.

2.4 The Academy opened on 1 September 2004.

**3 CAPITAL EXPENDITURE**

3.1 The Cash Limit will be £25,445,886.

3.2 The Company's Contribution will be £2,000,000.

3.3 The Capital Costs Spreadsheet is annexed to this Agreement as Annex 2.

3.4 The Capital Cashflow Programme is attached to this Agreement as Annex 3B.

3.5 Payment of Capital Grant is conditional upon the approval by the Secretary of State of the matters set out in Capital Cashflow Programme.

3.6 The Secretary of State agrees to pay Capital Grant to the Company in accordance with the Master Agreement and this Agreement.

#### **4 IMPLEMENTATION GRANT**

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with Annex 3C to this Agreement.

#### **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 2010 or any subsequent anniversary of that date.

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

6.3 Any such notice shall be in writing and shall:

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

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



- 6.3.3 specify a reasonable date by which these measures are to be implemented;  
and
- 6.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 6.4 If no response is received by the date specified in accordance with clause 6.3, the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.
- 6.5 If a response is received by the date specified in accordance with clause 6.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 6.5.1 he is content with the response and/or that the measures which he specified are being implemented; or
- 6.5.2 he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
- 6.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 6.6 In the circumstances of clause 6.5 the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Local Governing Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 11 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 11 and 12 of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.
- 6.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal

have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 6.6 may be shortened to a period deemed appropriate by the Secretary of State.

6.8 The Secretary of State will, by not later than the end of December each year provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following financial year (the "Indicative Funding"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following financial year (the "Critical Year") and of the taking into account all other resources available to the Academy, including such funds as are set out in clause 86 of the Master Agreement and such other funds as are available to the Academy from other ULT academies ("**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.

6.9 Any notice given by the Company under clause 6.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 6.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

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

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



- 6.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "Projected Budget").
- 6.10 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the Academy and undertake to use their best endeavours to agree a practical solution to the problem.
- 6.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the "Expert") for resolution. The Expert's determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the "Shortfall"). The Expert shall be an insolvency practitioner chosen by agreement between the parties. If the parties fail to agree 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.
- 6.12 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 after the Expert's determination shall have been given to the parties.
- 6.13 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.

SIGNED by *Geoffrey Davis* )  
On behalf of UNITED )  
LEARNING TRUST )

  
Governor

SIGNED by *Neil Flint* )  
On behalf of THE SECRETARY OF STATE )  
FOR EDUCATION AND SKILLS )

  
Duly authorised

**ANNEXES TO THIS SUPPLEMENTAL AGREEMENT**

Arrangements for Admission for pupils at the Academy	Annex 1
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
Capital Cashflow Programme (for monthly capital expenditure during the Academy's Implementation phase)	Annex 3B
Implementation phase cashflow programme	Annex 3C
Architects drawings/specification of the new build as proposed up to RIBA Stage D	Annex 4



**ARRANGEMENTS FOR THE ADMISSION OF PUPILS TO  
THE LAMBETH ACADEMY**

This document sets out the admission arrangements for the Lambeth Academy. Any changes to the arrangements set out in this document, with the exception of setting a published admission number higher than the agreed admission number for a specific year, must be approved in advance by the Secretary of State.

1. For the purposes of this Annex, references in admission law and in the statutory Codes of Practice to admissions authorities shall be deemed to be references to the Company.

**ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE**

2. The admission arrangements for Lambeth Academy for the year 2004/2005 and, subject to any changes approved by the Secretary of State, for subsequent years are:
  - (a) The Lambeth Academy has an agreed admission number of 180 pupils. The Lambeth Academy will accordingly admit at least 180 pupils in the relevant age group each year if sufficient applications are received.
  - (b) The Lambeth Academy may set a higher admission number as its published admission number for any specific year. Before setting an admission number higher than its agreed admission number, the Lambeth Academy will consult those listed at paragraph 30 below. Pupils will not be admitted above the published admission number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.
  - (c) The Lambeth Academy may admit up to 10% of pupils by reference to aptitude in Languages. The Academy will not do so for entry in September 2004, 2005 or 2006. The decision to request approval from the Secretary of State to admit pupils by reference to aptitude in the chosen specialism in subsequent years will be taken by the Company on the advice of the Local Governing Body following the procedure as described in paragraphs 37 to 40.

**PROCESS OF APPLICATION**

3. Applications for places at Lambeth Academy will be made in accordance with Lambeth LEA's co-ordinated admissions arrangements and will be made on the Common Application Form provided and administered by Lambeth LEA. The following timetable for applications will be used each year (exact dates within the months may vary from year to year).

- (a) **May:** The Lambeth Academy will publish in its prospectus information about the arrangements for admission, including over-subscription criteria, for the following September (i.e. May 2003 for admission in September 2004). This will include details of open days and/or evenings and other opportunities for prospective pupils and their parents to visit the Academy. It will notify the date by which applications must be received by the Academy. The Lambeth Academy will also provide information to the LEA for inclusion in the composite prospectus, as required.
  - (b) **September/October:** The Lambeth Academy will hold open days/evenings and other opportunities for parents to visit the Academy as determined by the Principal and the Local Governing Body.
  - (c) **October/November:** Closing date for the application form (will vary year on year).
  - (d) **November:** The Lambeth Academy will copy application forms to the LEA, electronically if possible, unless the Academy and LEA have already agreed that this should be co-ordinated through the LEA.
  - (e) **December/January:** Applications will be considered.
  - (f) **February:** Offers of places notified in writing to parents and the LEA.
4. This timetable reflects the current practice in Lambeth LEA and is intended to secure a co-ordinated approach to admission for parents and pupils. However, by 2004 Lambeth LEA will be required to develop a scheme for the coordination of admission arrangements based on advice from the Admissions Forum. Lambeth Academy will take part in this administrative scheme to ensure that all children in Lambeth are offered a school place on the same day.

#### CONSIDERATION OF APPLICATIONS

- 5. The Lambeth Academy will consider all applications for places. Where fewer than 180 applications are received, the Lambeth Academy will offer places to all those who have applied.
- 6. Notwithstanding paragraph 5 above, the Lambeth Academy may refuse admission to particular applicants in cases where fewer than the published admission number have applied. These are applicants who have been excluded from two or more other schools and the ability to refuse admissions runs for a period of two years since the last exclusion. One of the exclusions must have occurred after the 1<sup>st</sup> September 1997. Exclusions which took place before the child concerned reached compulsory school age, do not count for this purpose. The Academy may also refuse admission to pupils (other than in the normal year of entry) in the specific and limited circumstances described in paragraph 7.7 of the statutory Code of Practice. In all the



circumstances described in the paragraph, however, the Secretary of State may direct the Lambeth Academy to admit such a pupil and that direction shall be binding on the City Academy.

#### **PROCEDURES WHERE THE LAMBETH ACADEMY IS OVER-SUBSCRIBED**

7. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. The criteria will be applied in the order in which they are set out below:
  - (a) Children who are in Public Care (Looked after Children) at the time of the application;
  - (b) Admission of pupils with statements of Special Educational Needs where the Lambeth Academy is named on the statement.
  - (c) Specific medical needs, social needs and special needs (including, in particular, the specific needs of children with visual impairment) where the application is supported by written specific professional advice as to why admission to the Academy is necessary. The definition of what constitutes a medical, social and special needs within the scope of this provision will be agreed by ULT and will be available in writing to parents in the prospectus as part of the admissions policy.
8. Where there are more children applying for admission than places, students will be admitted to the Academy on the basis of the following criteria which will be applied in the order set out below:
  - (a) Siblings of students currently attending the Academy and who will continue to do so on the date of admission. The term "sibling" means full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship.
  - (b) Nearest walking distance to the Academy – children who live the nearest distance of the Academy on the close of the admission date. The definition of how this distance is measured will be agreed by the Company and will be available in writing to parents in the prospectus.
9. If criteria (a) is oversubscribed then (b) will be used as a tie-break.
10. Notwithstanding the provisions of paragraphs above, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from the LEA. The Secretary of State shall in such circumstances consult the Academy before making such a direction and have regard to its comments.

#### **OPERATION OF WAITING LISTS**

11. Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy and it will be open to any parent to ask for his or her child's name to be placed on the waiting list, following an unsuccessful application, and an appeal if they wish, for admission to the Academy.
12. A child's position on the waiting list will be determined solely in accordance with the over-subscription criteria set out in paragraph 8 of this Annex. Where places become vacant they will be allocated to children on the waiting list in accordance with the over-subscription criteria.

#### **ARRANGEMENTS FOR APPEAL PANELS**

13. Parents will have the right of appeal to an independent Appeal Panel if they are dissatisfied with an admission decision of the Lambeth Academy. The Appeal Panel will be independent of the Academy and will be comprised of a minimum of three members who will include:
  - (a) At least one independent person defined as a "lay" member;
  - (b) At least one independent person with experience in education;
  - (c) At least one of these will, if possible, have an understanding of the language of the appellant.
14. The arrangements for appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Education and Skills.
15. Parents will normally have 14 days after the notification of a place not being offered at Lambeth Academy to lodge an appeal. The notification will provide the parent with a written statement detailing the reasons why it has not been possible to allow the child to attend Lambeth Academy and will explain the parent's right of appeal.
16. Parents wishing to appeal against an admission decision by Lambeth Academy should send a completed appeal form to the Clerk to the Appeal Panel at the address given on the appeal form. Other documentation may be submitted in support of an appeal and should be lodged with the Clerk to the Appeal Panel not less than 7 days before the appeal hearing. The Appeal Panel will have the discretion to refuse to admit late evidence.
17. Parents will be given 14 days notice of the appeal hearing, unless they agree to a shorter period of notice.
18. The Clerk to the Appeal Panel will, if possible, inform parents of the Appeal Panel's decision within 2 working days of the end of the hearing. The parent will also be informed of the outcome in writing within 14 days of the date of the hearing. In the



case of unsuccessful appeals the Appeal Panel will give the parents a written statement setting out its reason for not upholding the appeal.

#### **ARRANGEMENTS FOR ADMISSION TO POST 16 PROVISION**

19. Lambeth Academy will wish to encourage all students seeking to attend the sixth form whether or not they have previously been pupils of the Academy to demonstrate a high level of commitment to their chosen course. The Academy will have a maximum of 150 students in each year of the sixth form. Most of those attending the sixth form will transfer from within the Academy, but the Academy will also have an admission number of 21 for candidates from other schools. Where there are insufficient internal applicants the numbers admitted from outside the Academy may be increased to fill available places.
20. Lambeth Academy will publish specific criteria in relation to minimum entrance requirements based upon GCSE/GNVQ grades for each of the courses available. The detailed information will be contained in the sixth form prospectus published on an annual basis each September. This will be subject to an annual review. The admissions criteria will apply equally to internal and external applicants alike.
21. There will be a right of appeal to the Appeal Panel using the process as set out in paragraphs 13 to 18 for all applicants.

#### **ARRANGEMENTS FOR ADMITTING PUPILS TO OTHER YEAR GROUPS, INCLUDING ARRANGEMENTS TO REPLACE ANY PUPILS WHO HAVE LEFT THE ACADEMY.**

22. If an application is made for a student to be admitted to the Academy and the required year group is below the level of the published admission number applicable to the age group, the student will be accepted except when paragraph 6 applies.
23. Where a year group in Lambeth Academy is at the level of the published admission number applicable to the age group, unsuccessful applicants will have the right of appeal. If the appeal for a place is unsuccessful then the Academy will operate a waiting list for those students who have applied for a place and been refused.
24. There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

#### **ARRANGEMENTS FOR ADMISSION OF PUPILS AS LAMBETH ACADEMY BUILDS TO FULL CAPACITY.**

25. Lambeth Academy is planned to open on 1<sup>st</sup> September 2004 with a published admission number of 180, which relates to pupils in year 7 and all subsequent compulsory years 7-11.
26. By 15<sup>th</sup> April 2006, the Local Governing Body of the Academy will decide whether also to admit students into the sixth form in September 2007. Such decision if taken

will be included in the Admissions Prospectus published in May 2006. The decision to request approval from the Secretary of State to admit Year 12 pupils in September 2007 will be taken by the Company on the advice of the Local Governing Body following the procedure as described in paragraphs 37 to 40.

27. Admission to year groups with fewer pupils than the published number will be based on the size of teaching groups and the efficient use of resources.
28. There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

#### **ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS**

29. Lambeth Academy shall consult each year on its proposed admission arrangements. The Academy will take part in the Lambeth Admissions Forum.
30. Lambeth Academy will consult by 1<sup>st</sup> March prior to the publication of admission arrangements the following September with:
  - (a) Lambeth LEA;
  - (b) Wandsworth LEA;
  - (c) Any other neighbouring admissions authorities and admission authorities for primary, special and secondary schools located within the relevant area for consultation set by the LEA.
  - (d) Any other governing body for primary or secondary schools (as far as not falling within (c)) located within the relevant area for consultation.

#### **DETERMINATION AND PUBLICATION OF ADMISSION ARRANGEMENTS**

31. Following consultation, Lambeth Academy will consider comments made by those consulted. Lambeth Academy will then determine its admission arrangements by 15<sup>th</sup> April of the relevant year and notify those consulted as to what has been determined.

#### **PUBLICATION OF ADMISSION ARRANGEMENTS**

32. Lambeth Academy will publish its admission arrangements in May of each year once these have been determined by copies being
  - (a) sent to primary, special and secondary schools in Lambeth LEA and Wandsworth LEA;
  - (b) sent to the offices of Lambeth LEA and Wandsworth LEA;



- (c) made available without charge on request for reasonable quantities from the Lambeth Academy;
  - (d) sent to public libraries in the area of Lambeth LEA for the purposes of being made available at such libraries for reference by parents and other persons.
33. The published arrangements will set out:
- (a) The name and address of the school and contact details;
  - (b) A summary of the admissions policy, including over-subscription criteria;
  - (c) Numbers of places and applications for those places in the previous year;
  - (d) Arrangements for hearing appeals.

#### **REPRESENTATIONS ABOUT ADMISSION ARRANGEMENTS**

34. Where other admissions authorities in the relevant area make representations to Lambeth Academy about its admission arrangements, Lambeth Academy will consider such representations. Where Lambeth Academy and other admission authorities cannot reach agreement locally, any admission authority in Lambeth may make representations to the Secretary of State. The Secretary of State will consider the representation and in so doing will consult Lambeth Academy. Where she/he judges it appropriate, the Secretary of State may direct Lambeth Academy to amend its admission arrangements.
35. Other admission authorities in the Lambeth area have the right to ask Lambeth Academy to increase its proposed published admissions number for any year. Where such a request is made, but agreement cannot be reached locally, an admission authority may ask the Secretary of State to direct Lambeth Academy to increase its proposed admissions number. The Secretary of State will consult with Lambeth Academy and will then determine the published admissions number.
36. In addition to the provisions at paragraphs 34 and 35 above, the Secretary of State may direct changes to Lambeth Academy's proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct changes to the proposed published admissions number

#### **PROPOSED CHANGES TO ADMISSION ARRANGEMENTS BY LAMBETH ACADEMY AFTER ARRANGEMENTS HAVE BEEN PUBLISHED**

37. Once the admission arrangements have been determined and published, Lambeth Academy will propose changes only if there is a major change of circumstances. In such cases, Lambeth Academy must consult those consulted under paragraph 30 above and must then apply to the Secretary of State setting out:-



- (a) The proposed changes;
  - (b) Reasons for wishing to make changes;
  - (c) Any comments or objections from those entitled to object.
38. The Secretary of State will consider applications from Lambeth Academy to change its admissions arrangements only when Lambeth Academy has consulted on the proposed changes as outlined above.
39. Where Lambeth Academy has consulted on proposed changes and there have been no objections from other admissions authorities, Lambeth Academy must still secure the agreement of the Secretary of State before any such changes can be implemented. Lambeth Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to her any comments or objections from other admission authorities/other persons.
40. The Secretary of State can approve, modify or reject proposals from Lambeth Academy to change its admission arrangements.
41. Records of applications and admissions shall be kept by Lambeth Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State. Electronic record keeping is expected to be used.

#### **CHANGES IN LAMBETH LEA'S ADMISSIONS ARRANGEMENTS**

42. If and when Lambeth LEA introduces a borough wide co-ordinated admission process, it is proposed that the Academy will participate in those arrangements. In these circumstances, the Local Governing Body will consider whether to recommend to the Company that the admissions criteria will be amended to include the introduction of fair banding under which students will be placed in one of five ability bands, each to contain so far as is possible the same number of children. If accepted, the amended policy will be submitted to the Secretary of State for approval.

**CAPITAL COSTS SPREADSHEET - ANNEX 2**

**COST PLAN SUMMARY - SCHEME G**

**ACADEMY ESTIMATED COST (NEW BUILD) FOR**

**1,200 PUPILS**

**AGES**

**11-18**

**ANTICIPATED TENDER RETURN DATE : 1Q 2003**

**NAME LAMBETH CITY ACADEMY - WITH AGED 11-18 PUPILS**

NOR 16-18	300	FEE LEVEL	10.00%
NOR 11-16	900	RICS LOCATION FACTOR	1.26
NOR 5-11	0	NEW BUILD £/M2	1,174
NOR 0-5	0	FIXED F&E PER PUPIL	840
BB82 GIA FOR TOTAL NOR	9,400	LOOSE F&E PER PUPIL	840
BB82 GIA x 115%	10,810	F&E 0-11 YRS	500
AVERAGE AREA PER PUPIL	9.01		

ELEMENT	M2	£/M2	BUILD COST	FEES	VAT
1 NEW BUILD	10,810	1,174	12,692,987		
2 EXTERNAL WORKS ON 1	6.65%	78	843,666		
3 BUILDING COST INCLUDING EXT WORKS		1,252	13,536,653	0	0
4 ADJUSTED FOR LOCATION FACTOR	1.26		17,056,183	0	0
5 ADJUSTED FOR TENDER PRICE INDEX	1.045		17,823,711	0	0
6 PROF FEES ON 5	10.00%			1,782,371	311,915
7 SUB TOTALS		1,649	17,823,711	1,782,371	311,915
8 FIXED F&E (Based on SBDU Figs)			1,008,000		
9 PROF FEES ON 8 @	10.00%			100,800	17,640
10 LOOSE F&E + ICT HARDWARE (See BCIS 4)			2,125,021		371,879
11 PROF FEES ON 10 @	6.00%			98,140	17,174
12 SUB TOTAL INCLUDING F&E			20,956,732	1,981,311	718,608
13 BB87 ENHANCEMENT OF 12 ( X 1.1)	1.1 included in above		0	0	0
14 TOTAL		2,188	23,656,650		
15 PARTNERING VALUE ENGINEERING EXERCISE			(1,273,767)		
16 TOTAL		2,071	22,382,883		
17 AVERAGE COST PER PUPIL			18,652	inc VAT	

The above figures exclude:

- 1) Abnormals (building/site etc)
- 2) Temporary accommodation
- 3) Demolitions
- 4) Inflation to any extended project completion date (may be more likely with remodelling)
- 5) Unforeseeable VAT on buildings/fixtures
- 6) Location Factor and Tender Price Index are DfES figures
- 7) Legal fees
- 8) Certain identified risk items - See Costs Additional to Allowances Section
- 9) Item 8 (Fixed F&E) is a DfES figure and excludes inflation
- 10) Item 10 excludes inflation
- 11) Excludes all start-up costs

18 COSTS ADDITIONAL TO ALLOWANCES (AS ATTACHED)			3,063,003		
19 TOTAL	GFA= 11,004	2,312	25,445,886		
20 AVERAGE COST PER PUPIL			21,205	inc VAT	



City Academy: ..... LAMBETH ACADEMY .....

		Financial Year 2002 to 2003												TOTAL	
		Mth	Mth	Mth	Mth	Mth	Mth	Mth	Mth	Mth	Mth	Mth	Mth	Mth	Pre Funding
		April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar		
<b>Estimated Cash Flow</b>	<b>(Figures to include VAT)</b>														
TOTAL	Scheme														
	23,062,794														
	included above														
	included above														
	2,226,418							100,000							100,000
	included above														
	156,673				2,000			7,000							9,000
	included above														
	included above														
	25,445,886				2,000			107,000							109,000
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## PLANNED IMPLEMENTATION PHASE EXPENDITURE

## City Academy: Lambeth

Estimated Cash Flow (Figures to include VAT)	Year One												TOTAL
	£000s												
	Mth October	Pre November	Mth December	Mth January	Mth February	Mth March	Mth April	Mth May	Mth June	Mth July	Mth August		TOTAL
Academy lead in costs	17,936	44,149	44,149	44,149	44,149	44,149	44,149	44,149	44,149	44,149	44,149	44,149	459,426
Project Management	102,555	9,478	9,478	9,478	9,478	9,478	9,478	9,478	9,478	9,478	9,478	9,478	197,335
Professional Advice	10,911	309	309	309	309	309	309	309	309	309	309	309	14,001
Administration	249	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	3,876	39,009
Publicity and Promotion			4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	36,000
Other			0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>131,651</b>	<b>57,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>61,812</b>	<b>745,771</b>

Form submitted by:

Signature 1:

Name:

Position:

Date:

Signature 2:

Name:

Position:

Date:

LAMBETH ACADEMY

DRAWINGS USED FOR FUNDING AGREEMENT COST PLAN

HOWARTH LITCHFIELD PARTNERSHIP

EXISTING SITE PLAN WITH PROPOSED BUILDING OUTLINE – SCHEME G	P33
GROUND FLOOR PLAN – SCHEME G	P34
FIRST FLOOR PLAN – SCHEME G	P35
SECOND FLOOR PLAN – SCHEME G	P36
SECTIONS- -SCHEME G	P37
TYPICAL CROSS SECTION	P40
TYPICAL CROSS SECTION THROUGH SPORTS HALL	P41