

# PADDINGTON ACADEMY

## SUPPLEMENTAL AGREEMENT

19 OCTOBER 2005

Lewis Silkin  
12 Gough Square  
London EC4A 3DW

GRD/82548.5  
07/09/2005  
Doc.No. 946374-5

**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 Paddington Academy to be established at Oakington Road, London W9.

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 media and performing arts with business and enterprise.

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

2.4 The Academy is intended to open on 1 September 2006.

**3 CAPITAL EXPENDITURE**

3.1 The Cash Limit will be £31,175,682.

3.2 The Company's Contribution will be £1,500,000.

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**

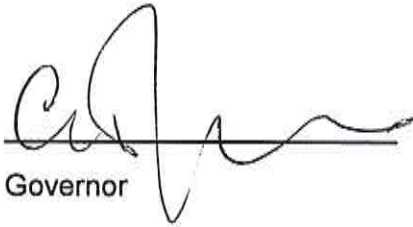
Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.

## **10 ENGLISH LAW**


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



SIGNED by G. DAVIES )  
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



**ANNEX 1**

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

- 1 This document sets out the admission arrangements for Paddington Academy, throughout this document referred to as "the 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.
- 2 For the purposes of this document, references in admission law and in the statutory Codes of Practice to admissions authorities shall be deemed to be references to the Company. References to "the LEA" shall be deemed to be references to the City of Westminster Local Education Authority and references to "the local Admissions Forum" to be to the City of Westminster LEA Admissions Forum.

**ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE**

- 3 The admission arrangements for the Academy for the year 2006-2007 and, subject to any changes approved by the Secretary of State, for subsequent years are:
  - (a) The Academy has an agreed admission number of 180 pupils and will accordingly admit at least 180 pupils in the relevant age group each year if sufficient applications are received. Where fewer than 180 applications are received, the Academy will offer places to all those who have applied. Where the number of applications exceeds 180, applications will be considered in accordance with the criteria in paragraphs 7 and 8.
  - (b) The 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 Academy will consult those listed at paragraph 29 below.
  - (c) Pupils will not be admitted above the published admission number unless exceptional circumstances shall be reported to the Secretary of State.

**PROCESS OF APPLICATION**

- 4 Applications for the Academy will be made on the common application form of the LEA in which the applicant resides. The Academy will use the following timetable for applications each year (exact dates within the months may vary from year to year) which will fit in with the common timetable agreed by the Admissions Forum:
  - (a) **July:** The Academy will publish in its prospectus of information for admission (including over-

subscription criteria) for the following September (i.e. in July 2005 for admission in September 2006). 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 refer to the LEA arrangements and the London Schools Admission System, including use of the Common Application Form of the LEA in which the applicant resides and the closing date for applications within the LEA arrangements and the London Schools Admissions System. The Academy will also provide information to the LEA for inclusion in the composite prospectus, as required.

- (b) **September/  
October:** The Academy will provide opportunities for parents to visit the Academy.
- (c) **Mid-October/  
early November:** The closing date for admissions applications in accordance with the LEA arrangements and the London Schools Admissions System.
- (d) **Late November:** The LEA passes list of applicants for the Academy to the Academy.
- (e) **By 25<sup>th</sup> January:** Applications considered by the Academy and ranked priority list provided to the LEA. The LEA, in liaison with other admission authorities both in the LEA area and in the area close to the Academy but outside the LEA area, will then secure a coordinated approach to admission for parents and pupils via the London Schools Admission System.
- (f) **1<sup>st</sup> March:** Offers of places notified in writing to parents by the LEA on behalf of the Academy.

5 This timetable reflects the practice in the LEA and is intended to secure a coordinated approach to admission for parents and pupils. The Academy intends to be part of the coordinated scheme for admissions.

#### **CONSIDERATION OF APPLICATIONS**

6 The Academy will consider all applications for places. Where fewer than 180 applications are received, the Academy will offer places to all those who have applied.



- 7 Notwithstanding paragraph 6 above, the 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 this paragraph, however, the Secretary of State may direct the Academy to admit such a pupil and that direction shall be binding on the Academy.

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

- 8 Where the number of applications for admission is greater than the published admissions number, applications will be considered for Year 7 against the criteria set out below. After the admission of pupils with Statements of Special Educational Needs where the Academy is named on the Statement, the criteria will be applied in the order in which they are set out below:
- (a) Admission of children in Public Care (Looked after Children) at the date of the application.
  - (b) Specific medical needs, social needs and special needs where the application is supported by written specific professional advice as to why admission to the Academy is necessary. The definition as to what constitutes medical, social and special needs within the scope of this provision will be agreed by the Company and will be available in writing to parents in the prospectus as part of the admissions policy.
  - (c) Siblings of students currently attending the Academy and who will continue to do so on the date of admission. The term "sibling" means a full, step, half, adopted or fostered brother or sister, but not cousins. The Academy reserves the right to ask for proof of relationship.
  - (d) Nearest walking distance to the Academy – children who live the nearest distance from the Academy. The distance which determines how close the student lives to the Academy is the shortest walking distance along public highways and footpaths between the door to the student's permanent address and the nearest entrance to the Academy main building.

The student's permanent address is where he or she normally lives and sleeps and goes to school from. Proof of residence can be requested at any time throughout the admissions process. If false or misleading information is used to gain entry to the Academy, the offer of a place will be withdrawn and the application cancelled.

- 9 Notwithstanding the provisions of paragraph 8 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**

- 10 Subject to any provisions contained in the London Schools Admission System, 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 for admission to the Academy.
- 11 A child's position in the waiting list will be determined solely in accordance with the over-subscription criteria set out in paragraph 8 above. 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**

- 12 Parents will have the right of appeal to an independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy and will be comprised of a minimum of three members who will include:
- (a) at least one independent person, who has no professional experience of education or personal experience of the Academy, known as a lay member; and
  - (b) at least one independent person with experience in education.
- 13 Parents have the right to attend the Appeal Panel meeting in person and to make oral representations; that is, to clarify or supplement their written appeal. The parent may be accompanied by a friend, adviser or be represented. Parents may also bring an interpreter. The Academy may also be represented at the Appeal Panel meeting.
- 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 the Academy to lodge an appeal. The notification will provide the parent with a written statement detailing the reason(s) why it has not been possible to allow the child to attend the Academy and will explain the parent's right of appeal.
- 16 Parents wishing to appeal against an admission decision by the Academy should write to the Clerk to the Appeal Panel at the address given in the admission decision



letter from the Academy. 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 Any materials presented by the Academy to the Clerk will be sent in advance to the parents and any materials presented by the parents will be sent in advance to the Academy. The basic principle followed is that all information presented to the Clerk as part of the appeals process is available to all parties to the appeal.
- 18 Parents will be given 14 days notice of the appeal hearing, unless they agree to a shorter period of notice.
- 19 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**

- 20 The 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.
- 21 There will be a right of appeal to the Appeal Panel using the process as set out in paragraphs 12-19 for unsuccessful 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. However, within the exceptional circumstances set out in paragraph 7.7 of the Admissions Code of Practice, the Academy may refuse to admit a challenging child where there are places available on the grounds that admission would prejudice the provision of efficient education or the efficient use of resources.
- 23 Where a year group in the Academy is at the level of the published admission number applicable to the age group, 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.

## **TRANSITIONAL ARRANGEMENTS FOR ADMISSION OF PUPILS TO THE ACADEMY IN ITS FIRST YEAR OF OPERATION**

- 25 The Academy will open on 1<sup>st</sup> September 2006 with a published admission number of 180 relating solely to pupils in Year 7.
- 26 On 31<sup>st</sup> August 2006, the predecessor school, North Westminster Community School, will close. On 1<sup>st</sup> September 2006, pupils entering Years 8 to 11 will transfer from the predecessor school to the Academy on the basis of parental preference. The Academy will provide 180 places to those pupils entering Years 8 to 11. In the event of over-subscription, applications will be considered in accordance with the over-subscription criteria set out in paragraph 8 above. In processing applications, for places in Years 8 to 11, the year groups will be considered in reverse order; i.e. Year 11 admissions will be considered first, followed by Year 10 and so on.
- 27 On 1<sup>st</sup> September 2006, pupils entering Years 12 and 13 will transfer from the predecessor school to the Academy on the basis of the 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 in September 2005. All pupils from the predecessor school who apply and who meet these criteria will be offered a place at the Academy.
- 28 There will be a right of appeal to the Appeals Panel for unsuccessful applicants.

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

- 29 The Academy shall consult each year on its proposed admission arrangements. The Academy will take part in the local Admissions Forum.
- 30 The Academy will consult by 1<sup>st</sup> March:
- (a) the LEA;
  - (b) any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LEA; and
  - (c) any other governing body for primary and secondary schools (as far as not falling within (b) above) located within the relevant area for consultation.

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

- 31 Following consultation, the Academy will consider comments made by those consulted. The 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 The Academy will publish its admission arrangements in July of each year once these have been determined by copies being:
- (a) sent to primary, special and secondary schools in the LEA;
  - (b) sent to the offices of the LEA;
  - (c) made available without charge on request from the Academy; and
  - (d) sent to public libraries in the area of the 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; and
  - (d) arrangements for hearing appeals.

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

- 34 Where any of those bodies that were consulted, or that should have been consulted, make representations to the Academy about its admission arrangements, the Academy will consider such representations before determining the admission arrangements. Where the Academy has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the Academy's admission arrangements they can make representations to the Secretary of State. The Secretary of State will consider the representation and in doing so will consult the Academy. Where she/he judges it appropriate, the Secretary of State may direct the Academy to amend its admission arrangements.
- 35 Those consulted have the right to ask the Academy to increase its proposed Published Admissions Number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed Published Admissions Number. The Secretary of State will consult with the Academy and will then determine the Published Admissions Number.
- 36 In addition to the provisions at paragraphs 33 and 34 above, the Secretary of State may direct changes to the proposed published admissions number.

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



- 37 Once the admission arrangements have been determined and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must consult those consulted under paragraph 29 above and must then apply to the Secretary of State setting out:
- (a) the proposed changes;
  - (b) the reasons for wishing to make the changes; and
  - (c) any comments or objections from those entitled to object.
- 38 The Secretary of State will consider applications from the Academy to change its admissions arrangements only when the Academy has consulted on the proposed changes as outlined at paragraphs 29 and 30 above.
- 39 Where the Academy has consulted on proposed changes and there have been no objections from other admissions authorities consulted under paragraph 30, the Academy must still secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to her/him any comments or objections from other admission authorities/other persons.
- 40 The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.
- 41 Records of applications and admissions shall be kept by the Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State.

CAPITAL COSTS SPREADSHEET - ANNEX 2

ANNEX 2	DATE	November 2004
CASH LIMIT SPREADSHEET	NEW BUILD PROJECT	
NAME OF ACADEMY	PADDINGTON ACADEMY FUNDING AGREEMENT COST PLAN	

TPI FOR BENCHMARK @	3Q02	137
TPI - ANTICIPATED TENDER	4Q04	155
NOR 16-18	275	
NOR 11-16	900	
TOTAL NOR	1,175	
BASIC FEE LEVEL		13.000%
BCIS LOCATION FACTOR	1.25	
NEW BUILD £/M2	£1,050	
F&E PER PUPIL	£1,400	
ICT: 11-16 (PER PUPIL)	£1,289	
ICT: 16-18	£391,250	
BB82 (JULY 02) GIA FOR TOTAL NOR	9,884	M2
AGREED ADDITIONAL AREA	725	M2
AVERAGE AREA PER PUPIL	10,609	
	8.41	M2

	ELEMENT		M2	COST	FEES	VAT
1	NEW BUILD		10,715	£1,600	17,147,381	11,715
2	ICT INFRASTRUCTURE 11-16		inc			
3	ICT INFRASTRUCTURE 16-18		inc			
4	EXTERNAL WORKS ON 1 @		%		1,421,767	
5	BUILDING COST INCLUDING EXT WORKS (1-4)			18,569,148		11,715
6	5 ADJUSTED FOR LOCATION FACTOR	1.25		included above		11,715
7	6 ADJUSTED - TENDER PRICE INDEX	1.13		included above		11,715
8	PROF FEES ON 7 @	11.787	%		2,188,704	0
9	TOTAL OF 7 AND 8			18,569,148	2,188,704	11,715
10A	FIXED EDUCATIONAL F&E			575,750		
10B	10A ADJUSTED - TPI			651,173		0
11	PROF FEES ON 10B @	11.787	%		76,752	0
12A	LOOSE EDUCATIONAL F&E			1,069,250		
12B	12A ADJUSTED - TPI			1,209,322		211,631
13	PROCUREMENT FEE ON 12B				0	0
14	ICT EQUIPMENT			1,551,750		271,556
15	DESIGN/PROCUREMENT FEE ON 2,3,14				25,000	0
16	SUB TOTALS OF 9-15			21,981,393	2,290,467	494,902
17	TOTAL OF 16			24,766,762	Inc Fees & VAT	
18	OVERALL COST PER M2			£2,506	Inc VAT	
19	OVERALL COST PER PUPIL			£21,078		

20	Building (includes ICT infrastructure)			20,769,567	Includes fees & VAT	
21	Educational F&E			2,148,879	Includes fees & VAT	
22	ICT equipment			1,848,306	Includes fees & VAT	
23	TOTAL			24,766,762	Includes fees & VAT	

	ADDITIONAL COSTS (Excl additional area)	COST	FEES	VAT
24	Demolitions	753,657		0
25	Professional fees on 24.		88,832	0
26	Abnormal costs arising from site conditions.	4,084,015		93,000
27	Professional fees on 26.		418,904	0
28	Temporary accommodation	0		0
29	Professional fees on 28.		0	0
30	Surveys/investigations	231,980		0
31	Professional fees on 30.		0	0
32	Statutory fees	0		0
33	Professional fees on 32.		0	0
34	Other (Provisional Sums)	384,111		0
35	Professional fees on 34.		45,274	0
36	Legal costs in connection with 24 - 34	0		0
37	Professional fees on 36.		0	0
38	BB93 Enhancement	309,157		0
39	Professional fees on 38.		inc	0
40	WWC Planning Conditions			
41	Professional fees on 40.			
42	SUB TOTALS	5,762,920	553,010	93,000
43	SUB TOTAL OF ADDITIONAL COSTS	6,408,930		
44	FUNDING AGREEMENT TOTAL	10,715		31,176,682

The above figures exclude:

- 1) Inflation to any extended project completion date
- 2) Unforeseen VAT on buildings/fixtures
- 3) Additional costs as outlined in capital letter
- 4) Start-up consumables and small equipment.
- 5) All Risk items as attached schedule



**CAPITAL EXPENDITURE INCURRED PRE-FUNDING AGREEMENT - ANNEX 3A**

**ANNEX 3A**

**DATE 17-Nov-04**

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

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

	Element	£	Vat	Total
1	Building/external works	0	0	0
2	Professional fees on 1			
a	Architect	180,721.00	31,626	212,347
b	Quantity Surveyor	0	inc	0
c	Structural Engineer	Incl. in d	inc	0
d	Services Engineer	73,440	12,852	86,292
e	Landscape Architect	0	inc	0
f	Planning Supervisor	Incl. in d	inc	0
g	Building Project Management	0	inc	0
	<b>Total of 2a - 2g</b>	<b>254,161</b>	<b>44,478</b>	<b>298,639</b>
3	Fixed educational F&E	0	0	0
4	Professional fees on 3	0	0	0
5	Loose educational F&E	0	0	0
6	Professional fees on 5	0	0	0
7	ICT equipment	0	0	0
8	Professional fees on 7	0	0	0
9	Surveys (incl Fees/Vat)	5,940	1,040	6,980
10	Statutory fees (incl Fees/Vat)	0	0	0
11	Other (incl Fees/Vat)	3,520	616	4,136
12	Legal costs (incl Fees/Vat)	0	0	0
13	<b>TOTAL</b>	<b>263,621</b>	<b>46,134</b>	<b>309,755</b>
	<b>EXPENDITURE SPLIT</b>			
14	CONTRIBUTION - SPONSOR			0
15	CONTRIBUTION - OTHER			0
16	CONTRIBUTION - OTHER			0
17	CONTRIBUTION - DfES	263,621	46,134	309,755
18	<b>TOTAL</b>	<b>263,621</b>	<b>46,134</b>	<b>309,755</b>



CAPITAL CASHFLOW PROGRAMME - DURING IMPLEMENTATION PHASE - ANNEX 3B

CAPITAL CASH FLOW PROGRAMME

PADDINGTON ACQUENT

DATE 17-Nov-04

ELEMENT	POST FUNDING AGREEMENT EXPENDITURE												FROM FA ANNEX 3A	FROM FA COST PLAN																
	2004			2005			2006			2007	2008	2009			2010	2011	CASH FLOW TOTALS	EST 'S												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR			MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ED000'S	Best Val	Est Val	
1 Subprofessional fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
2 Professional fees on 1	208,038	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3 Fixed educational F&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4 Professional fees on 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5 Losses educational F&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6 Professional fees on 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7 ICT equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8 Professional fees on 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9 Support fixed F&E (incl VAT)	0.000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10 Support fixed F&E (incl VAT)	4.138	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11 Other fixed F&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12 Local costs fixed F&E (incl VAT)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13 MONTHLY TOTALS	208,038	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE TOTALS	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755
EXPENDITURE SPLIT																														
CONTRIBUTION - SPONSOR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTRIBUTION - OTHERS	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755
MONTHLY TOTALS	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755	309,755

\* Includes demolition, abnormal buildings related costs and temporary accommodation, (including VAT)

## City Academy: Paddington

Estimated Cash Flow (Figures to include VAT)	Year 2												Year 3			TOTAL
	£000s												£000s			
	Mth August	Mth September	Mth October	Pre November	Mth December	Mth January	Mth February	Qtr 1 £	Qtr 2 £	Qtr 3 £	Qtr 4 £	Qtr 1 £	Qtr 2 £	Qtr 3 £	Qtr 4 £	
Academy lead in costs					5,350	5,350	5,350	16,050	16,050	41,750	41,750	41,750	68,833	122,960	122,960	323,444
Project Management	7,602	7,602	7,602	7,602	7,602	7,602	22,805	22,805	22,805	22,805	22,805	22,805	22,805	15,203	182,438	
Professional Advice			15,000		15,000										30,000	
Administration			1,714	1,714	1,714	1,714	5,141	5,141	5,141	5,141	5,141	5,141	5,141	3,427	37,700	
Publicity and Promotion							14,667	14,667	14,667	14,667	14,667	14,667			49,000	
Other		13,169	648	648	648	648	1,943	1,943	1,943	1,943	1,943	1,943	1,943	1,295	27,419	
<b>TOTAL</b>	<b>7,602</b>	<b>20,771</b>	<b>24,963</b>	<b>9,963</b>	<b>30,313</b>	<b>15,313</b>	<b>60,605</b>	<b>60,605</b>	<b>71,639</b>	<b>86,305</b>	<b>98,722</b>	<b>242,410</b>	<b>650,000</b>			

Form submitted, on the basis that the overall budget will be reviewed in November 2005, by:

Signature 1:

Name:

Position:

Date:

Signature 2:

Name:

Position:

Date:



## 8.0 Drawings and Drawings Register

## Architects Drawing List

1209/L/001	Site Plan - Existing	1:500@A1	1209/L/097	Level 3 Plan - Part 7	1:500@A1	1209/A/022	Ground Slab Detail - Air Intake 1	1:500@A1
1209/L/002	Survey Sheet 1	1:250@A1	1209/L/098	Level 3 Plan - Part 8	1:500@A1	1209/A/027	Ground Slab Detail - Assembly Hall	1:500@A1
1209/L/003	Survey Sheet 2	1:250@A1	1209/L/101	Level 4 Plan - Part 1	1:500@A1	1209/A/121	Teaching Wing Window 1 - Section	1:500@A1
1209/L/005	Site Plan - Proposed	1:250@A1	1209/L/102	Level 4 Plan - Part 2	1:500@A1	1209/A/122	Teaching Wing Window 1 - Plan	1:500@A1
1209/L/010	Level 0 Plan - General Arrangement	1:200@A1	1209/L/103	Level 4 Plan - Part 3	1:500@A1	1209/A/222	External Wall - Section Detail	1:500@A1
1209/L/011	Level 1 Plan - General Arrangement	1:200@A1	1209/L/104	Level 4 Plan - Part 4	1:500@A1	1209/A/223	External Wall - Section Detail	1:500@A1
1209/L/012	Level 2 Plan - General Arrangement	1:200@A1	1209/L/105	Level 4 Plan - Part 5	1:500@A1	1209/A/241	Plan Detail - Sports Hall	1:500@A1
1209/L/013	Level 3 Plan - General Arrangement	1:200@A1	1209/L/106	Level 4 Plan - Part 6	1:500@A1	1209/A/242	Plan Detail - Sports Hall	1:500@A1
1209/L/014	Level 4 Plan - Roof - General Arrangement	1:200@A1	1209/L/107	Level 4 Plan - Part 7	1:500@A1	1209/A/321	Teaching Wing Roof Edge	1:500@A1
1209/L/020	Cross Sections 1	1:125@A1	1209/L/108	Level 4 Plan - Part 8	1:500@A1	1209/A/322	Atrium Roof Glazing Section	1:500@A1
1209/L/021	Cross Sections 2	1:125@A1	1209/L/122	Level 0 - Reflected Ceiling Plan - Part 1	1:500@A1	1209/A/351	Library Roof - Edge Detail	1:500@A1
1209/L/028	East & North Elevations 1	1:125@A1	1209/L/125	Level 0 - Reflected Ceiling Plan - Part 2	1:500@A1	1209/A/421	Atrium Roof - Section Detail	1:500@A1
1209/L/029	West & North Elevations	1:125@A1	1209/L/126	Level 1 - Reflected Ceiling Plan - Part 1	1:500@A1	1209/A/422	Atrium Roof - Section Detail	1:500@A1
1209/L/050	Level 0 FFE Layout Part 1	1:100@A1	1209/L/129	Level 2 - Reflected Ceiling Plan - Part 1	1:500@A1	1209/A/423	Metal Cladding Detail Atrium Roof Edge	1:500@A1
1209/L/051	Level 0 FFE Layout Part 2	1:100@A1	1209/L/130	Level 2 - Reflected Ceiling Plan - Part 2	1:500@A1	1209/A/425	Atrium Roof - Light Section Detail	1:500@A1
1209/L/052	Level 1 FFE Layout Part 1	1:100@A1	1209/L/133	Level 3 - Reflected Ceiling Plan - Part 1	1:500@A1	1209/A/601	WC Core - Plan	1:250@A1
1209/L/053	Level 1 FFE Layout Part 2	1:100@A1	1209/L/134	Level 3 - Reflected Ceiling Plan - Part 2	1:500@A1	1209/A/650	Section Thru Spandrel Duct	1:500@A1
1209/L/054	Level 2 FFE Layout Part 1	1:100@A1	1209/L/201	North Elevation Part 1	1:500@A1	1209/A/428	Vertical Duct Plan Detail	1:500@A1
1209/L/055	Level 2 FFE Layout Part 2	1:100@A1	1209/L/202	North Elevation Part 2	1:500@A1	1209/A/656	Corridor - Section Detail	1:500@A1
1209/L/056	Level 3 FFE Layout Part 1	1:100@A1	1209/L/203	East Elevation Part 1	1:500@A1	1209/A/657	Classroom Riser - Plan Details	1:250@A1
1209/L/057	Level 3 FFE Layout Part 2	1:100@A1	1209/L/204	East Elevation Part 2	1:500@A1	1209/A/1001	Escape Stair - Plan	1:500@A1
1209/L/061	Level 0 Plan - Part 1	1:500@A1	1209/L/205	South Elevation Part 1	1:500@A1	1209/A/1002	Escape Stair - Section 1	1:250@A1
1209/L/062	Level 0 Plan - Part 2	1:500@A1	1209/L/206	South Elevation Part 2	1:500@A1	1209/A/1003	Escape Stair - Section 2	1:250@A1
1209/L/063	Level 0 Plan - Part 3	1:500@A1	1209/L/207	West Elevation Part 1	1:500@A1	1209/A/1051	Balcony Detail	1:500@A1
1209/L/064	Level 0 Plan - Part 4	1:500@A1	1209/L/208	West Elevation Part 2	1:500@A1	1209/C/031	Door and Screen Type Sheet - 1	1:200@A3
1209/L/065	Level 0 Plan - Part 5	1:500@A1	1209/L/209	Sectional Elevation J-01-N part 1	1:500@A1			
1209/L/066	Level 0 Plan - Part 6	1:500@A1	1209/L/210	Sectional Elevation J-01-N part 2	1:500@A1			
1209/L/067	Level 0 Plan - Part 7	1:500@A1	1209/L/211	Sectional Elevation J-01-S part 1	1:500@A1			
1209/L/068	Level 0 Plan - Part 8	1:500@A1	1209/L/212	Sectional Elevation J-01-S part 2	1:500@A1			
1209/L/071	Level 1 Plan - Part 1	1:500@A1	1209/L/213	Sectional Elevation F-01-S part 1	1:500@A1			
1209/L/072	Level 1 Plan - Part 2	1:500@A1	1209/L/214	Sectional Elevation F-01-N part 1	1:500@A1			
1209/L/073	Level 1 Plan - Part 3	1:500@A1	1209/L/215	Sectional Elevation F-01-S part 2	1:500@A1			
1209/L/074	Level 1 Plan - Part 4	1:500@A1	1209/L/216	Sectional Elevation F-01-N part 2	1:500@A1			
1209/L/075	Level 1 Plan - Part 5	1:500@A1	1209/L/217	Sectional Elevation D-01-N part 1	1:500@A1			
1209/L/076	Level 1 Plan - Part 6	1:500@A1	1209/L/218	Sectional Elevation D-01-N part 2	1:500@A1			
1209/L/077	Level 1 Plan - Part 7	1:500@A1	1209/L/219	Sectional Elevation D-01-S part 1	1:500@A1			
1209/L/078	Level 1 Plan - Part 8	1:500@A1	1209/L/220	Sectional Elevation D-01-S part 2	1:500@A1			
1209/L/081	Level 2 Plan - Part 1	1:500@A1	1209/L/229	South Elevation - Roof - Part 1	1:500@A1			
1209/L/082	Level 2 Plan - Part 2	1:500@A1	1209/L/230	South Elevation - Roof - Part 2	1:500@A1			
1209/L/083	Level 2 Plan - Part 3	1:500@A1	1209/L/304	Section 4-01-W part 1	1:500@A1			
1209/L/084	Level 2 Plan - Part 4	1:500@A1	1209/L/305	Section 4-01-W part 2	1:500@A1			
1209/L/085	Level 2 Plan - Part 5	1:500@A1	1209/L/306	Section 6-01-W part 1	1:500@A1			
1209/L/086	Level 2 Plan - Part 6	1:500@A1	1209/L/309	Section 8-01-W part 1	1:500@A1			
1209/L/087	Level 2 Plan - Part 7	1:500@A1	1209/L/310	Section 8-01-W part 2	1:500@A1			
1209/L/088	Level 2 Plan - Part 8	1:500@A1	1209/L/320	Section G-01-N part 1	1:500@A1			
1209/L/091	Level 3 Plan - Part 1	1:500@A1	1209/L/321	Section G-01-N part 2	1:500@A1			
1209/L/092	Level 3 Plan - Part 2	1:500@A1	1209/L/322	Section G-01-S part 1	1:500@A1			
1209/L/093	Level 3 Plan - Part 3	1:500@A1	1209/L/323	Section G-01-S part 2	1:500@A1			
1209/L/094	Level 3 Plan - Part 4	1:500@A1	1209/L/324	Sectional Elevation E-01-N part 1	1:500@A1			
1209/L/095	Level 3 Plan - Part 5	1:500@A1	1209/L/325	Sectional Elevation E-01-N part 2	1:500@A1			
1209/L/096	Level 3 Plan - Part 6	1:500@A1	1209/A/021	Ground Slab Detail - General	1:500@A1			

## Landscape Architects Drawing List

191/P/106	General Arrangement	1:250@A1
191/P/107	General Arrangement	1:250@A1
191/P/108	General Arrangement	1:100@A1
191/P/120	Planting Plan	1:400@A1
191/P/132	Roof Terrace Sections	various@A1
191/P/135	Step Ramp to Sports Hall Details	various@A1
191/P/136	Step Ramp to Sports Hall Details	various@A1
191/P/140	Fence Front Elevations	various@A1
191/P/141	Fence SW Elevations	various@A1
191/P/142	Fence NE Elevations	various@A1
191/P/143	Fence Car Park Elevation	various@A1
191/P/150	Fence Front Detail	various@A1
191/P/151	Fence SE & NE Detail	various@A1
191/P/160	Fence Car Park Elevations	various@A1
191/P/163	Canopy Details	various@A1
191/P/170	Seat Details	1:100@A1
191/P/171	Boundary Wall Elevations	various@A1
191/P/180	Boundary Wall Elevations	various@A1
191/P/181	Boundary Sections	1:250@A1
191/P/182	Boundary Sections	1:250@A1
191/P/183	Boundary Sections	1:250@A1
191/P/184	Boundary Sections	1:250@A1
191/P/190	Grass Slope Details	1:500@A1