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2. **THE ACADEMY**

2.1A The Academy is a Traditional Mainstream Academy as defined in clause 6 of the Master Agreement.

2.1B The Academy will maintain a curriculum for all children in the Academy in accordance with the National Curriculum for England and Wales, as amended from time to time, and the Academy will ensure that the curriculum is appropriate for the needs of all children in the Academy.

Academy in accordance with the Master Agreement and this Agreement

2.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be

Termination Warning Notice

5.2 The Secretary of State shall be entitled to issue to the Company a written notice of

his intention to terminate this Agreement ("Termination Warning Notice") where he considers that:

- (a) the Academy is no longer meeting the requirements referred to in clause 12 of the Master Agreement (subject to clause 5.9 of this Agreement);
- (b) the conditions and requirements set out in clauses 13-34C of the Master Agreement are no longer being met;
- (c) the standards of performance of pupils at the Academy are unacceptably low;
- (d) there has been a serious breakdown in the way the Academy is managed or governed;
- (e) the safety of pupils or staff is threatened (whether by breakdown of

discipline or otherwise); or

the Company is otherwise in material breach of the provisions of this

Agreement or the Master Agreement

(a) in the light of the Company's representations in response to the Termination Warning Notice, some or all of the Specified Remedial Measures are not required to be implemented (and if so which) and/or the

specified timeframe; or

(b) subject to any further measures he reasonably requires ("Further

Remedial Measures") being implemented by a specified date or any evidence he requires being provided, the implementation of such measures has been or will be successfully completed within the specified timeframes; or

(c) he is not satisfied that the Company will rectify the defaults identified in the Termination Warning Notice within the specified timeframes. (In such circumstances, the Secretary of State may notify the Company of his intention to terminate the Agreement on a specified date.)

5.7. Any notice issued by the Secretary of State in accordance with clause 5.6 shall invite the Company to respond with any representations within a specified

timeframe.

5.8. Where the Secretary of State has given notice of his intention to terminate this Agreement in accordance with clauses 5.6 and 5.7 and –

(a) he has not received any representations from the Company within the timeframe specified in clause 5.7; or

(b) having considered the representations made by the Company pursuant to

clause 5.7, the Secretary of State remains satisfied that it is appropriate to terminate this Agreement

he may, by notice, in writing terminate this Agreement with effect from a specified

the time being of the Institute of Chartered Accountants in England and Wales

The Expert's fees shall be borne equally between the parties.

- 5.14. 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 schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall

indemnify the Company and may (where the Secretary of State terminates this Agreement otherwise than pursuant to clause 5.1) in his absolute discretion indemnify or compensate 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.

~~Subject to clause 6.6, on the termination of this Agreement however occurring, the~~

Company shall in respect of any of its capital assets at the date of termination:

Restrictions on Land transfer

6A. Recognising that they are or will be receiving publicly funded land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Company:

- (a) shall, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by

following terms:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

- (b) shall take any further steps required to ensure that the restriction referred to in clause 6A(a) is entered on the proprietorship register,

THE MASTER AGREEMENT

Except as otherwise provided in this Agreement the Master Agreement shall

continue in full force and effect.

Except as otherwise provided in this Agreement the Master Agreement shall

9.5. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.6. The parties irrevocably agree that the courts of England and Wales shall have ~~exclusive jurisdiction to settle any dispute or claim that arises out of or in~~

connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission of pupils at the Academy

Annex 1

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REQUIREMENTS FOR THE ADMISSION OF PUPILS TO DE LACY ACADEMY

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Company.

2. Except as provided in paragraphs 2A to 2R below, the Company will act in

accordance with, and will ensure that an Independent Appeal Panel is trained to
~~act in accordance with all relevant provisions of the School Admissions Code and~~

the School Admission Appeals Code published by the Department for Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For

... of paragraph 2 of this Annex, the Company will

participate in the co-ordinated admission arrangements operated by the Local

Notwithstanding any provision in this Annex, the Secretary of State may:

7. If the Company does not consider the relevant area determined by the LA to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State

will consult the Company and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer

automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Company will:

(a) subject to its right of appeal to the Secretary of State in relation to a named