

1. The first part of the document is a letter from the author to the editor, dated 10/10/10.

2. The second part is a letter from the editor to the author, dated 10/10/10.

3. The third part is a letter from the author to the editor, dated 10/10/10.

4. The fourth part is a letter from the editor to the author, dated 10/10/10.

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9. The ninth part is a letter from the author to the editor, dated 10/10/10.

10. The tenth part is a letter from the editor to the author, dated 10/10/10.

11. The eleventh part is a letter from the author to the editor, dated 10/10/10.

12. The twelfth part is a letter from the editor to the author, dated 10/10/10.

13. The thirteenth part is a letter from the author to the editor, dated 10/10/10.

14. The fourteenth part is a letter from the editor to the author, dated 10/10/10.

15. The fifteenth part is a letter from the author to the editor, dated 10/10/10.

16. The sixteenth part is a letter from the editor to the author, dated 10/10/10.

17. The seventeenth part is a letter from the author to the editor, dated 10/10/10.

18. The eighteenth part is a letter from the editor to the author, dated 10/10/10.

19. The nineteenth part is a letter from the author to the editor, dated 10/10/10.

20. The twentieth part is a letter from the editor to the author, dated 10/10/10.

2. **THE ACADEMY**

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

2.1. The Company will maintain and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement.

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

broad and balanced

2.3. The requirements for the admission of pupils to the Academy are set out at Annex 1.

ACADEMY OPENING DATE

2.4 The Academy opened as a school on 1 December 2012

2.5. The capacity of the Academy is 280 in the age range 3 - 11, including a nursery unit of 39 places.

3. **CAPITAL GRANT**

3.1. Pursuant to clause 38 of the Master Agreement, the Secretary of State may, in his absolute discretion provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

Termination Warning Notice

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

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~~

- (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 Remedial Measures are being or will be implemented within 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

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

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

date.

Termination with Immediate Effect

5.9. If the Secretary of State has cause to serve a notice on the Company under

5.11. Any notice given by the Company under clause 5.10 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 5.10

above, within six weeks after the Secretary of State shall have done so. The notice must specify:

5.11.1 the grounds upon which the Company's opinion is based and include

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

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 be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist's fees shall be borne equally between the parties.

- 5.15. 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 (a) the Expert's determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.

6. EFFECT OF TERMINATION

- 6.1. In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Sections 1 and 1A of the Academies Act 2010.

- 6.2. Subject to clauses 6.3 and 6.4, if the Secretary of State terminates this Agreement pursuant to clause 5.1 of this Agreement, the Secretary of State shall indemnify the Company. If the Secretary of State terminates this Agreement otherwise than

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.

6.5 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:

- (a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State if the Secretary of State considers that all or any of

6A. Recognising that they are or will be receiving publicly funded land at nil

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

Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the 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,
- (c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A(a) as soon as practicable after it receives notification from the Land Registry,

8.2. Not used.

9. GENERAL

9.1. This Agreement shall not be assigned to the Contractor.

9.2. No delay, neglect or forbearance on the part of the Secretary of State in enforcing (in whole or in part) any provision of this Agreement or in exercising (in whole or in part) any right or remedy conferred on him by this Agreement shall be or be

deemed to be a waiver of such provision or right or remedy or a waiver of any other provision or right or remedy or shall in any way prejudice any right or remedy

ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission of pupils at the Academy

Annex 1

Annex 1

REQUIREMENTS FOR THE ADMISSION OF DIPLOMAS TO

KINGSTON PARK ACADEMY

GENERAL

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

3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will

Authority (LA) and the local Fair Access Protocol.

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

(a) direct the Company to admit a named pupil to Kingston Park Academy on application from an LA. This will include complying with a School Attendance Order². Before doing so the Secretary of State will consult the Company;

(b) ~~direct the Company to admit a named pupil to Kingston Park Academy if~~

7. If the Company does not consider the relevant area determined by the local authority for the maintained schools in the area 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

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