

**ACADEMIES SPONSORED BY
OASIS COMMUNITY LEARNING**

SUPPLEMENTAL FUNDING AGREEMENT

OASIS ACADEMY BRIGHTSTOWE

29th August 2008

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

Ref: GRD/ 90605.28/1631574-9
5 August 2008

THIS AGREEMENT made 29th August 2008

BETWEEN

(1) THE SECRETARY OF STATE FOR CHILDREN, SCHOOLS AND FAMILIES; and

(2) OASIS COMMUNITY LEARNING

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the Secretary of State for Education and Skills and Oasis Community Learning and dated 15 March 2007 (the "Master Agreement").

WHEREAS by virtue of the Secretaries of State for Children, Schools and Families, for Innovation, Universities and Skills and for Business, Enterprise and Regulatory Reform Order 2007 the rights and obligations of the Previous Secretary of State are now vested in and are to be performed by the Secretary of State. References in the Master Agreement to the Secretary of State shall be treated as references to the Secretary of State as defined above.

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" means the Oasis Academy Brightstowe to be established at the Site;

"BCC" means Bristol City Council;

"Chief Inspector" means H.M. Chief Inspector of Schools in England or his successor;

"EA 2005" means the Education Act 2005;

"Excluded Matters" shall have the meaning given to that expression in clause 4 of the Principal Agreement;

"Excluded Matters Claim" means a claim made by BCC under the Principal Agreement in respect of Excluded Matters;

"Existing School" means Portway Community School;

"Expert" shall have the meaning ascribed to that term in clause 7.11;

"Lease" means the lease of the Site to be granted to the Company in accordance with the Schools Agreement;

"Minimum Period" means a period determined according to the following table:

If at the time the Special Measures Notice is given the Academy shall have been opened for:	The Minimum Period will be
Less than 12 months	36 months
Less than 24 months but 12 months or more	24 months
24 months or more	12 months

"Principal Agreement" means an agreement of even date between (1) the Secretary of State (2) BCC and (3) the Company relating, inter alia, to liabilities arising under the Schools Agreement;

"Schools Agreement" means an agreement of even date between (1) BCC and (2) the Company relating to services to be provided to the Company in relation to the Academy; and

"Site" means the site of the Existing School at Penpole Lane, Shirehampton, Bristol BS11 0EB.

- 1.3 References in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and the annexes of this Agreement.

2 THE ACADEMY

- 2.1 The Company will sponsor the Academy.
- 2.2 The specialism of the Academy will be maths and ICT with business and enterprise.
- 2.3 The arrangements for admission of pupils to the Academy are set out at Annex 1.
- 2.4 The Academy is intended to open on 1 September 2008.
- 2.5 The planned total pupil count of the Academy will be 945.

3 CAPITAL EXPENDITURE

Clauses 45-53 (inclusive) of the Master Agreement shall not apply to the Academy.

4 NATIONAL CURRICULUM

4.1 The Academy will be a 11 – 19 school with 810 pupils in Years 7 to 11 from (and including) 2008/9 and from 2010/11 an additional 120 pupils in the sixth form and will be funded on that basis by the Secretary of State.

4.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced. The Company will ensure that:

4.2.1 English, Mathematics, Science and ICT are taught to all pupils in years 7 to 11; and

4.2.2 the National Curriculum programmes of study for English, Mathematics, Science and ICT for the time being prescribed by the Secretary of State under section 87 of the Education Act 2002 are covered in full by the end of the final year of each Key Stage.

4.3 The Academy is not required to teach an individual pupil or group of pupils in one or more subjects where, in the opinion of the Principal, it is inappropriate to do so by reason of the pupil's or group's ability or attainment.

5 IMPLEMENTATION GRANT

The Secretary of State agrees to pay Implementation Grant to the Company in accordance with a budget to be agreed between the parties.

6 GAG AND EAG

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

6.2 Subject to compliance by the Secretary of State with clause 6.3.1 notwithstanding clause 6.1, the Secretary of State may give written notice to the Company of his intention to and (subject as provided in clause 8.2) then may deduct an amount equal to any sum paid by the Secretary of State to BCC in respect of Excluded Matters Claims from the next instalment(s) of GAG payable to the Company after the date of the notice given under this clause 6.2.

6.3 Before giving notice to the Company of an intention to make any deduction from GAG in accordance with clause 6.2 the Secretary of State shall:-

- 6.3.1 notify the Company in writing that he has made a payment to BCC in respect of Excluded Matters and specifying the circumstances in which such payment has been made and the amount of such payment;
- 6.3.2 consider any representations made by the Company as to why it has not made payment to BCC in respect of the Excluded Matters in question;
- 6.3.3 consider the circumstances surrounding and the amount of the payment to be made in respect of Excluded Matters; and
- 6.3.4 consider anything which other academies would normally be expected to pay out of GAG.

7 TERMINATION

- 7.1 Either party may give not less than seven years' written notice to terminate this Agreement, such notice to expire on 31 August 2015 or any subsequent anniversary of that date.
- 7.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or that the conditions and requirements set out in clauses 12 and 13 of the Master Agreement are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.
- 7.3 Any such notice shall be in writing and shall:
 - 7.3.1 state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or is not meeting the conditions and requirements of clauses 12 and 13 of the Master Agreement or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;
 - 7.3.2 specify the measures needed to remedy the situation or breach;
 - 7.3.3 specify a reasonable date by which these measures are to be implemented; and
 - 7.3.4 state the form in which the Company is to provide its response and a reasonable date by which it must be provided.
- 7.4 If no response is received by the date specified in accordance with clause 7.3, 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.

- 7.5 If a response is received by the date specified in accordance with clause 7.3, the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:
- 7.5.1 he is content with the response and/or that the measures which he specified are being implemented; or
 - 7.5.2 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
 - 7.5.3 he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.
- 7.6 In the circumstances of clause 7.5 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 Academy 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 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 12 and 13 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.
- 7.7 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 7.6 may be shortened to a period deemed appropriate by the Secretary of State.
- 7.8 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 after taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 89 of the Master Agreement and such other funds as are available and likely to be available to the Academy from other academies operated by the Company ("**All Other Resources**"), it is likely that the cost of running the Academy during the Critical Year (including, without limitation, any costs arising under the Schools Agreement or the Principal Agreement) would

cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current financial year.

- 7.9 Any notice given by the Company under clause 7.8 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 7.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:
- 7.9.1 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
 - 7.9.2 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
 - 7.9.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").
- 7.10 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.
- 7.11 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 with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert within 14 days of one party requesting the other party to agree a person as the Expert then the Expert shall be appointed by the President for the time being of

the Institute of Chartered Accountants in England and Wales. The Expert's fees shall be borne equally between the parties.

- 7.12 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of large schools, unless the parties shall agree otherwise. 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.
- 7.13 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.
- 7.14 If the Company shall have given notice to terminate the Agreement under clause 7.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons nominated by the Secretary of State as directors of the Company. The right to nominate additional directors shall be without prejudice to the right of the Secretary of State to appoint additional directors under Article 40 of the Articles if the conditions in Article 38 of the Articles are, or become, satisfied.
- 7.15 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.
- 7.16 If:
- 7.16.1 the Chief Inspector shall have given a notice to the Company in accordance with s13(3) Education Act 2005 (the "**Special Measures Notice**") stating that in his opinion special measures are required to be taken in relation to the Academy; and
- 7.16.2 not less than the Minimum Period after the Special Measures Notice, the Chief Inspector shall have carried out a subsequent inspection of the Academy in accordance with the EA 2005 and shall have made a report in

accordance with the EA 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

- 7.16.3 the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a "**Further Action Statement**") of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and
- 7.16.4 the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise, the Secretary of State may by notice in writing to the Company terminate this Agreement forthwith in which case, for the avoidance of doubt, the provisions of clauses 9.2 and 9.3 shall apply.
- 7.17 This Agreement shall terminate on the date of termination of the Lease if the Lease shall be terminated by BCC or its successors as a consequence of a breach by the Company of its obligations under the Schools Agreement giving rise to the lawful termination by the Contractor of the Project Agreement dated 28 April 2004 between (1) BCC and (2) Bristol Schools Limited (as Contractor) or if the Lease or another lease of premises for the Academy shall not have been granted to the Company, on the date of termination of the Schools Agreement.

8 PRINCIPAL AGREEMENT

- 8.1 If at any time the Secretary of State gives a notice to the Company in accordance with clause 6.2 the Company may within 28 days give notice to the Secretary of State that the deductions which the Secretary of State proposes to make will cause the Company to become insolvent unless the Secretary of State agrees to make an EAG ("PFI EAG") to the Company to compensate it for the deductions which the Secretary of State proposes to make from GAG.
- 8.2 If the Secretary of State shall not agree to the Company's request for a PFI EAG the Secretary of State shall not exercise his right to make deductions under clause 6.2 until:
- 8.2.1 14 days after an Expert shall have determined whether the deductions which the Secretary of State proposes to make under clause 6.2 shall cause the Company to become insolvent; or
- 8.2.2 (if earlier) the expiration of three months after the Company shall have been notified in writing by the Secretary of State that its request for a PFI EAG shall have been refused.

The provisions of clauses 7.11 and 7.12 shall apply to the appointment, payment and modus operandi of the Expert.

- 8.3 Unless the Expert shall have determined in accordance with clause 8.2 that the making of the deductions will not cause the Company to become insolvent, after 14 days from the determination of the Expert in accordance with clause 8.2 or the expiration of the period referred to in clause 8.2.2 either party may, unless the Secretary of State notifies the Company in writing before the end of that 14 day period that he will agree the Company's request for a PFI EAG, by written notice to the other terminate this Agreement with immediate effect.
- 8.4 The Secretary of State may at any time give notice to the Company that it intends to exercise his powers under article 73A of the Articles to require the Governors of the Company to appoint or remove members of the Local Governing Body of the Academy in any of the following circumstances:-
- 8.4.1 If the Secretary of State shall have made, or is likely in the reasonable opinion of the Secretary of State to be required to make, a payment to the BCC under clause 4 of the Principal Agreement unless the Company shall have given to the Secretary of State in writing reasons satisfactory to the Secretary of State as to why the Company shall not have paid BCC in respect of such matters; or
- 8.4.2 If the Secretary of State considers there to have been a material or persistent breach of the Schools Agreement by the Company whether or not such breach shall have lead to claims against the Secretary of State under the Principal Agreement; or
- 8.4.3 if the Secretary of State reasonably considers that in the immediately preceding period of 12 months payments by the Company under the Principal Agreement for Excluded Matters have reached such an excessively high level that the cost to the Company of discharging such liabilities has had or is likely to have an adverse effect upon the education of students at the Academy; or
- 8.4.4 if the Company shall not have complied in any material way with its obligations to observe [*Clause 14.4 of the School Agreement*] and the Secretary of State is not satisfied with the explanations given by the Company for its alleged non-compliance.
- 8.5 If the Secretary of State shall have exercised his powers under article 73A of the Articles to require persons nominated by him to be appointed to the Local Governing Body of the Academy:
- 8.5.1 the Secretary of State may by notice in writing to the Company terminate this Agreement and the Principal Agreement with effect from the 31 August

next following the exercise of the Secretary of State's rights under article 73A of the Articles; or

- 8.5.2 the Company may by notice in writing to the Secretary of State terminate this Agreement and the Principal Agreement with effect from the 31 August next following the expiration of 12 months (or such lesser period of notice to the parties may agree) from the date of service of the Company's notice provided that such termination shall only be effective if as at the date upon which such notice is given the persons nominated under article 73A of the Articles remain members of the Local Governing Body.

9 EFFECT OF TERMINATION

- 9.1 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.
- 9.2 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 12 and 13 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.
- 9.3 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.
- 9.4 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.

10 ANNEX

The Annex to this Agreement forms part of and is incorporated into this Agreement.

11 THE MASTER AGREEMENT

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

12 ENGLISH LAW

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

SIGNED by Claire Johnson)

on behalf of the Secretary of State)

Claire Johnson



SIGNED by X ISMAELHAN DUTTON)

on behalf of the Company)

Ismaelhan Dutton

ANNEXES TO THIS SUPPLEMENTAL AGREEMENT

Arrangements for Admission of pupils to
the Academy

Annex 1

THE ADMISSION OF STUDENTS TO OASIS ACADEMY BRIGHTSTOWE

1. Oasis Academy Brightstowe is a non-selective school open equally to pupils of all religious faiths and those of no faith. This document sets out the admission arrangements for Oasis Academy Brightstowe, throughout this document referred to as "the Academy". The document forms an Annex to the Funding Agreement between Oasis Community Learning (the "Company") and the Secretary of State. These arrangements are without prejudice to the provisions of Annex 3 of the Master Funding Agreement between the Company and the Secretary of State. Any changes to the arrangements set out in this document must be approved in advance by the Secretary of State.

2. The Academy will act in accordance with all relevant provisions of the statutory codes of practice (the School Admissions Code and the School Admission Appeals Code of Practice) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to "admission authorities" shall be deemed to be references to the Academy Governing Body. References to "LA" shall be deemed to be references to the Bristol Children and Young People's Services of Bristol City Council and references to "the Admissions Forum" to be to the Bristol Admissions Forum. In particular, the Academy will take part in the Admissions Forum set up by the LA and have regard to its advice; and will participate in the co-ordinated admission arrangements operated by the LA.

3. Notwithstanding these arrangements, the Secretary of State may direct the Company to admit a named student to the Academy on application from a local authority. Before doing so the Secretary of State will consult the Company.

I: ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

4. The admission arrangements for the Academy for the year 2009/2010 and, subject to any changes approved by the Secretary of State, for subsequent years are:

a) The Academy has an agreed admission number of 162 students. The Academy will accordingly admit at least 162 students in the relevant age group each year if sufficient applications are received;

b) The Company may set a higher admission number as the Academy's Published Admission Number for any specific year. Before setting an admission number higher than its agreed admission number, the Company will consult those listed at paragraphs 20-21 below. Students will not be admitted above the Published Admission Number unless exceptional circumstances apply and such circumstances shall be reported to the Secretary of State.

Process of application

5. Applications for places at the Academy will be made in accordance with the LA's co-ordinated admission arrangements and will be made on the Common Application Form (CAF) provided and administered by the LA. The Company will use the following timetable for applications each year (exact dates within the months may vary from year to year) which, whenever possible, will fit in with the common timetable agreed by the Admissions Forum or LA:

- a) September - The Company will publish in the Academy's prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2008 for admission in September 2009). This will include details of open evenings and other opportunities for prospective students and their parents to visit the school. The Company will also provide information to the LA for inclusion in the composite prospectus, as required;
- b) September/October - The Company will provide opportunities for parents to visit the Academy;
- c) October - CAF to be completed and returned to the LA to administer
- d) November - LA sends applications to Academy
- e) December – Company sends list of students to be offered places to LA
- f) February - LA applies agreed scheme for own schools, informing other LAs of offers to be made to their residents.
- g) 1st March (3rd March in 2009) offers made to parents.

Consideration of applications

6. The Company will consider all applications for places. Where fewer than 162 applications are received, the Company will offer places at the Academy to all those who have applied.

7. Notwithstanding paragraph 6 above, the Company may refuse admission to the Academy 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; the ability to refuse admissions runs for a period of two years since the last exclusion. Exclusions which took place before the child concerned reached compulsory school age do not count for this purpose.

Procedures where the Academy is oversubscribed

8. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria set out below. After the admission of students 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) Children in public care (Looked after Children) at the time of application;
- b) Children who have specific medical and/or 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 and special needs within the scope of this provision will be agreed by Oasis Community Learning and will be available in writing to parents in the prospectus as part of the admissions policy;
- c) Siblings of students who will be members of Years 7 to 11 at the Academy on the date when the applicant would be admitted. The term "sibling" means a full, half, adopted or fostered brother or sister, or other child living permanently within the same household. The Academy reserves the right to ask for proof of relationship;

- d) Children who live the nearest distance from the Academy within the area of first priority previously established for Portway Community School;
- e) Children who live the nearest distance from the Academy outside the area of first priority previously established for Portway Community School.

The distance used to determine how close the child lives to the Academy will be the direct line measurement from the front door of the permanent home address to the main entrance to the Academy site. The child's permanent home 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, applicants may lose their priority for admission.

If there are more applicants than there are places remaining within a particular category and where there is no difference in distance from home to school for two or more children, random allocation will be used to allocate the final available place(s) and to establish priority on the waiting list.

For 2008/09 the Academy will, notwithstanding the criteria at 8(a)-(e) above, admit all pupils already offered a place for year 7 entry in its predecessor school the Portway Community School. If fewer than 162 pupils transfer to year 7 from the predecessor school, additional applicants will be considered and, if oversubscribed, the criteria at 8(a)-(e) applied in priority order.

Operation of waiting lists

9. Subject to any provisions regarding waiting lists in the LA's co-ordinated admission scheme, the Company will operate a waiting list in relation to the Academy. Where in any year the Company receives more applications for places than there are places available, a waiting list will operate until a month after the admission date. This will be maintained by the Company 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.

10. Children's position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 8a - e of this Annex. Where places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

Arrangements for appeals panels

11. Parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Appeal Panel will be independent of the Academy and the Company. The arrangements for Appeals will be in line with the Code of Practice on School Admission Appeals published by the Department for Children, Schools and Families as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel will be made in accordance with the Code of Practice on School Admission Appeals and is binding on all parties. The Company should prepare guidance for parents about how the appeals process will work and provide parents with a named contact who can answer any enquiries parents may have about the process.

Arrangements for admission to post 16 provision

12. The Company will publish specific criteria in relation to minimum entrance

requirements for the range of courses available based upon GCSE grades or other measures of prior attainment. The annual admission number for Year 12 will be 60 less the number of students that stay on from Year 11.

For external students being admitted into Year 12, after the admission of students with statements of special educational needs where the Academy is named on the statement, the over-subscription criteria will apply as detailed in paragraph 8

13. There will be a right of appeal to the Independent Appeals Panel for unsuccessful applicants.

Arrangements for admitting students to other year groups, including to replace any students who have left the Academy

14. Subject to any provisions in the LA's co-ordinated admission arrangements relating to applications submitted for years other than the normal year of entry, the Company must consider all such applications and, if the year group applied for has a place available, admit the child. A designated number of 162 students applies to Year Groups 8 to 11. However, within the exceptional circumstances set out in paragraph 3.13 of the School Admissions Code, the Company may refuse to admit a challenging child to the Academy where there are places available on the grounds that admission would prejudice the provision of efficient education or the efficient use of resources. If more applications are received than there are places available, the oversubscription criteria shall apply. Parents whose application is turned down are entitled to appeal.

15. The Academy will participate in the local authority's In Year Fair Access Protocol.

Arrangements for admission of students as the Academy builds to its full capacity

16. On 31st August 2008, the predecessor school, Portway Community School, will close. On 1st September 2008, all students entering Years 8 to 11 will transfer from the predecessor school to the Academy.

17. The sixth form will open for students in Year 12 from September 2010 and for students in Year 13 from September 2011.

18. Admission to Year groups without a Published Admission Number will be based upon the size of teaching groups already existing in the Academy and the efficient use of resources.

19. There will be a right of appeal to the Independent Appeal Panel for unsuccessful applicants.

II: ANNUAL PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

Consultation

20. The Company shall consult each year on its proposed admission arrangements for the Academy.

21. The Company will consult by 1 March:

- a) the LA;
- b) Any other admission authorities for primary and secondary schools located within the relevant area for consultation set by the LA;

c) Any other governing body for primary and secondary schools (as far as not falling within paragraph (b) located within the relevant area for consultation.

The admission forum for the LA

Affected admission authorities in neighbouring local authority areas.

Determination and publication of admission arrangements

22. Following consultation, the Company will consider comments made by those consulted. The Company will then determine the Academy's admission arrangements by 15 April of the relevant year and notify those consulted what has been determined.

Publication of admission arrangements

23. The Academy will publish its admission arrangements each year once these have been determined, by:

- a) copies being sent to primary and secondary schools in the LA;
- b) copies being sent to the offices of the LA;
- c) copies being made available without charge on request from the Academy;
- d) copies being sent to public libraries in the area of the LA for the purposes of being made available at such libraries for reference by parents and other persons.

24. The published arrangements will set out:

- a) the name and address of the Academy and contact details;
- b) a summary of the admissions policy, including oversubscription criteria;
- c) a statement of any religious affiliation;
- d) numbers of places and applications for those places in the previous year; and
- e) arrangements for hearing appeals.

Representations about admission arrangements

25. Where any of those bodies that were consulted, or that should have been consulted, make representations to the Company about the Academy's admission arrangements, the Company will consider such representations before determining the admission arrangements. Where the Company has determined the Academy's 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 so doing will consult the Company. Where he judges it appropriate, the Secretary of State may direct the Company to amend the Academy's admission arrangements.

26. Those consulted have the right to ask that the Academy increases 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 Company to increase the Academy's proposed Published Admissions Number. The Secretary of State will consult the Company and will then determine the Published Admission Number.

27. In addition to the provisions at paragraphs 25 and 26 above, the Secretary of State may direct changes to the 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 the Academy after arrangements have been published

28. Once the admission arrangements have been determined for a particular year and

published, the Company will propose changes only if there is a major change of circumstances. In such cases, the Company must notify those consulted under paragraph 21 above of the proposed variation and must then apply to the Secretary of State setting out:

- a) the proposed changes;
- b) reasons for wishing to make such changes;
- c) any comments or objections from those entitled to object.

Need to secure Secretary of State's approval for changes to admission arrangements

29. The Secretary of State will consider applications from the Company to change its admission arrangements only when the Company has notified and consulted on the proposed changes as outlined at 20-21 above.

30. Where the Company has consulted on proposed changes the Company must secure the agreement of the Secretary of State before any such changes can be implemented. The Company must seek the Secretary of State's approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.

31. The Secretary of State can approve, modify or reject proposals from the Company to change its admission arrangements.

32. 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.