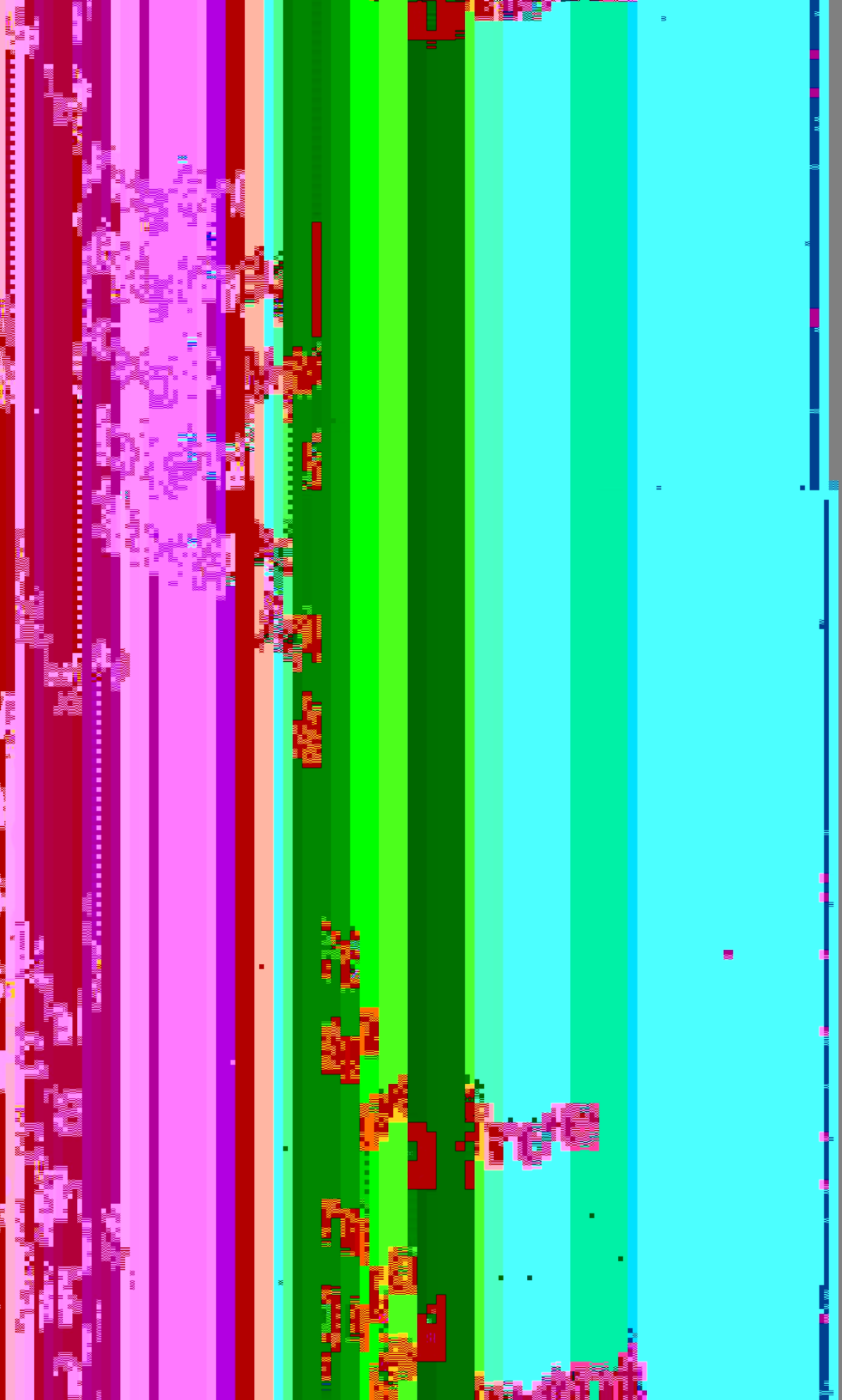


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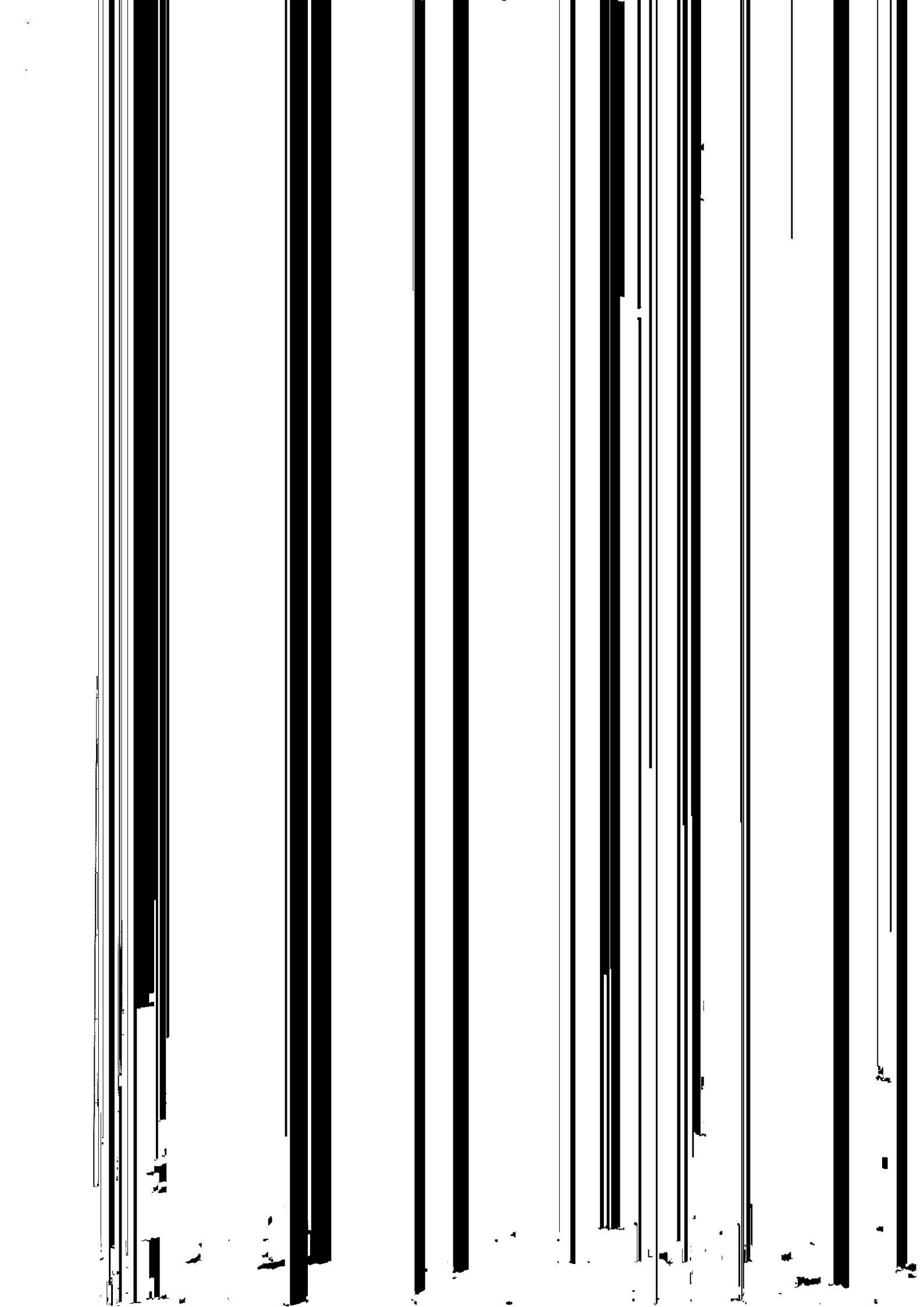
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Admissions

2.F Subject to clauses and will ensure that in accordance with, the Appeals Code published in law as they apply to the Equalities law. Referrals will be deemed to

2.G Pupils on roll in a independent school or children already on roll to the Academy.

2.H The Academy Trust or Academy Trust may be operated by the LA as a free school, the LA for its first intake of

2.I The Academy Trust consultation in line with attracting the Pupils premium admissions previously looked at

2.J Where the Academy must provide information on premiums.

2.K For the purposes of sections 1.9(f) and as they prevent access to the financial or forms that ask for

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2.P The Academy T
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2.X Subject to clause 2.V, **wh**
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- b) the Academy must
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2.Z The Academy Trust must f
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2.AA The Academy Trust must p
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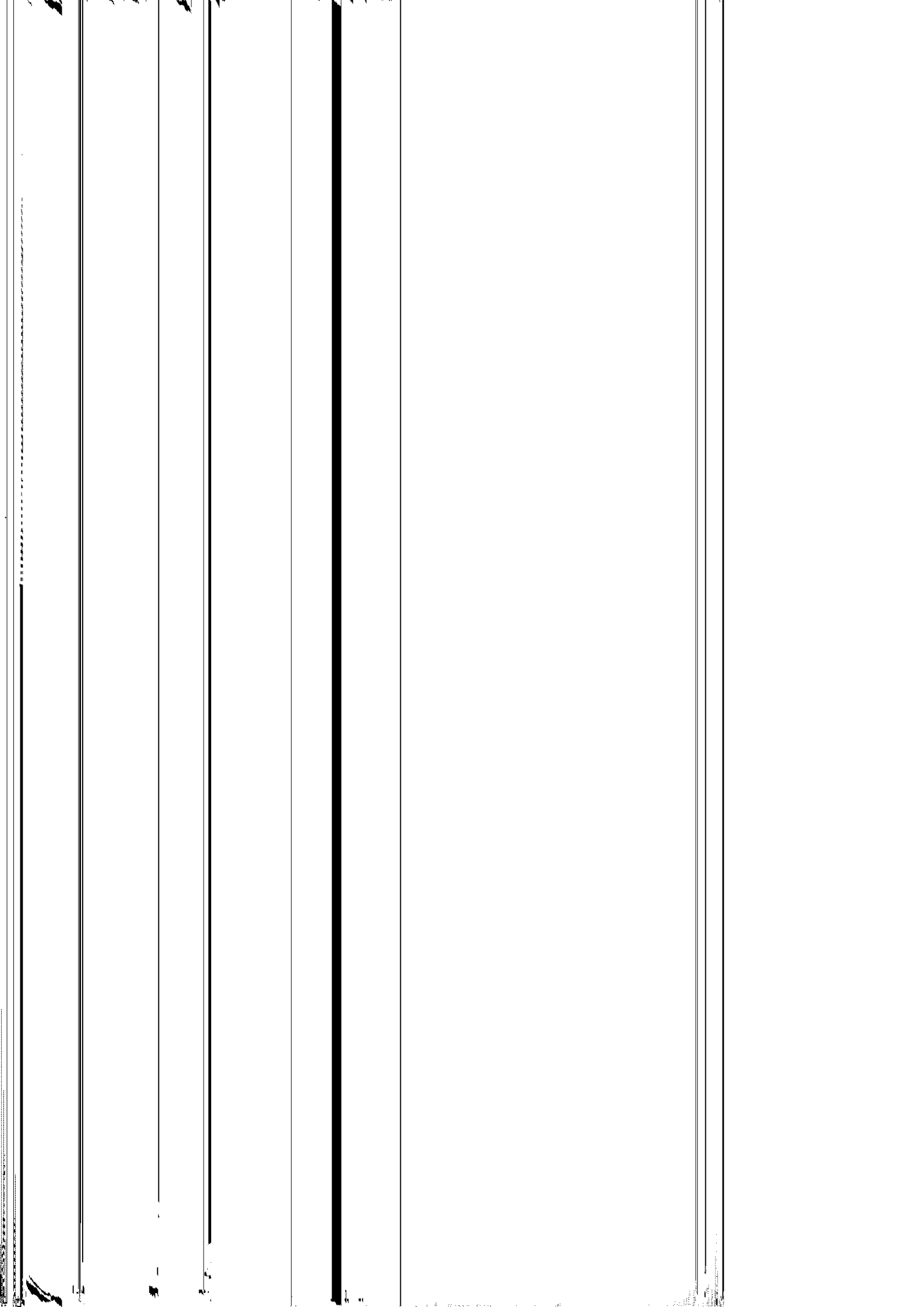
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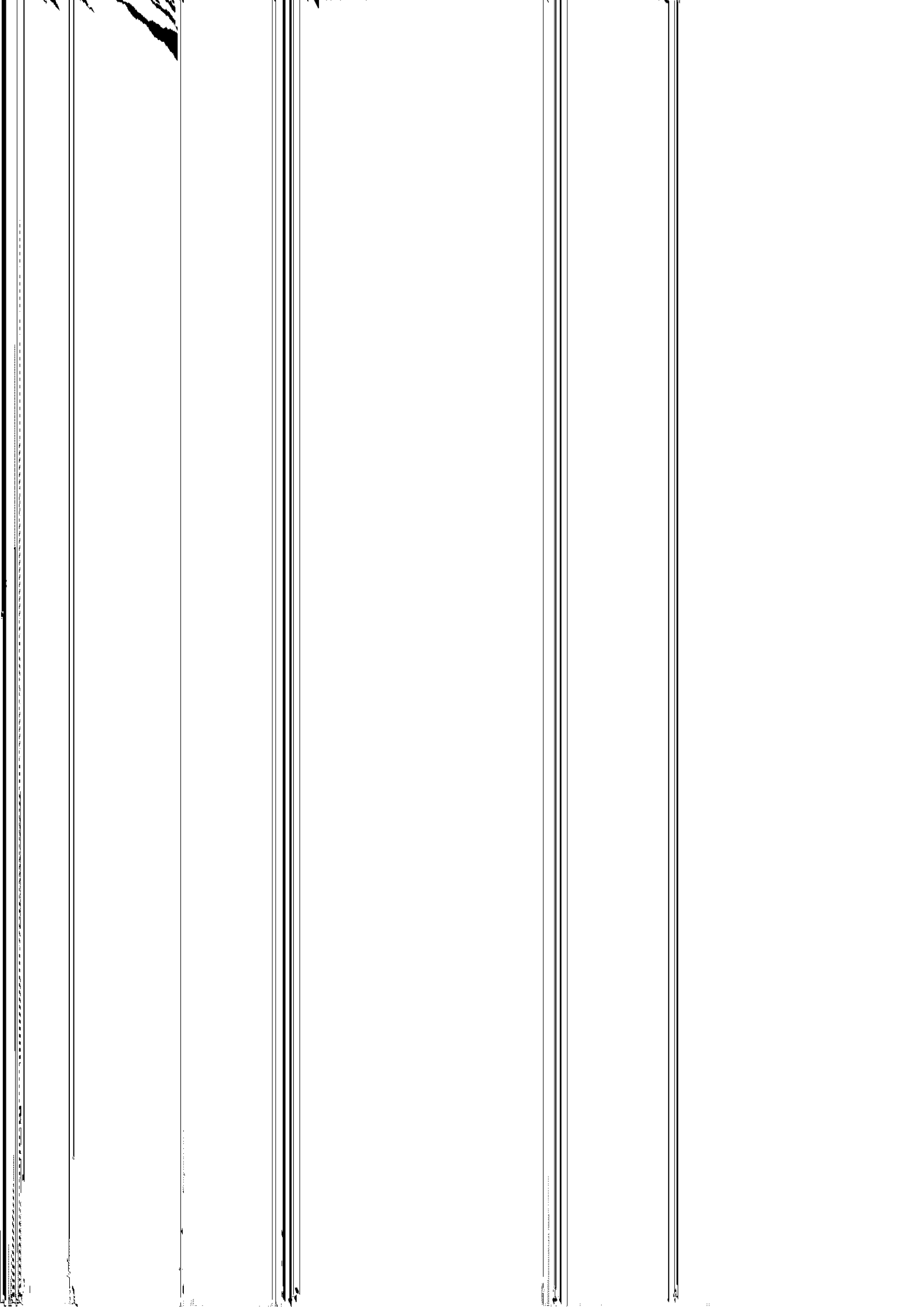
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5.H If the Secretary c
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date specified in the notice; or

- b) having considered the representations made by the Academy Trust, the Secretary of State remains satisfied that this Agreement should be terminated,

he may serve a Termination Notice.

5.I Not used

Termination by the Secretary of State

5.J If the Secretary of State has determined that the Academy Trust should be removed from the Register of Independent Schools and no appeal against the Secretary of State's determination is pending, he may serve a Termination Notice.

5.K Not used

5.L Not used

5.M Not used

5.N Not used

5.O Not used

Funding and admission during notice period

5.P If the Secretary of State serves a Termination Notice under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy, and to receive GAG and EAG, in accordance with this Agreement.

5.Q If the Secretary of State serves a Termination Warning under clause 5.A, the Academy Trust may continue during the notice period to admit pupils to the Academy (unless the Secretary of State specifies otherwise), and to receive GAG and EAG in accordance with this Agreement.

Notice of intention to terminate by Academy Trust

5.R The Secretary of State will, before the start of each Academy year, give the Academy Trust written notice of his intention to terminate this Agreement if he is satisfied that the Academy Trust is not complying with the requirements of this Agreement.

5.S

5.T

b

April 2016

c) a detailed budget of income and expenditure for the Critical Year (the "**Projected Budget**").

5.U Both parties will use their best endeavours in running the Academy during the Critical Year to avoid becoming insolvent. Both parties recognise the importance of constructive dialogue at the time about how to manage the Academy's pupils at the Academy and use their best endeavours to find a solution to the problem.

5.V If no agreement is reached by 30 April (or any later date agreed by the parties) as to whether the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent, the matter will be referred to an independent expert (the "**Expert**"). The Expert's determination will be final and binding. The Expert will be requested to specify in his determination the amount of additional funding (the "**Shortfall**").

5.W The Expert will be an insolvency practitioner with significant experience of educational institutions or a person with such experience upon the appointment of the Expert then the Secretary of State. The President of the Institute of Chartered Accountants will be requested to appoint the Expert. The Expert's fees will be borne equally by the parties.

5.X The Expert will be required in reaching his determination to seek advice from an educational specialist who has experience of the issues arising from the budget management of educational institutions. The parties agree upon the appointment of the educational specialist. The educational specialist will be appointed by the Chair of the Academies Trust (or any successor or equivalent body). The educational specialist's fees will be borne equally by the parties.

5.Y If the Expert determines that the cost of running the Academy during the Critical Year would cause the Academy Trust to become insolvent and the Secretary of State will not have agreed to provide additional funding to cover the Shortfall, then the Academy Trust will be required to provide additional funding to cover the Shortfall.

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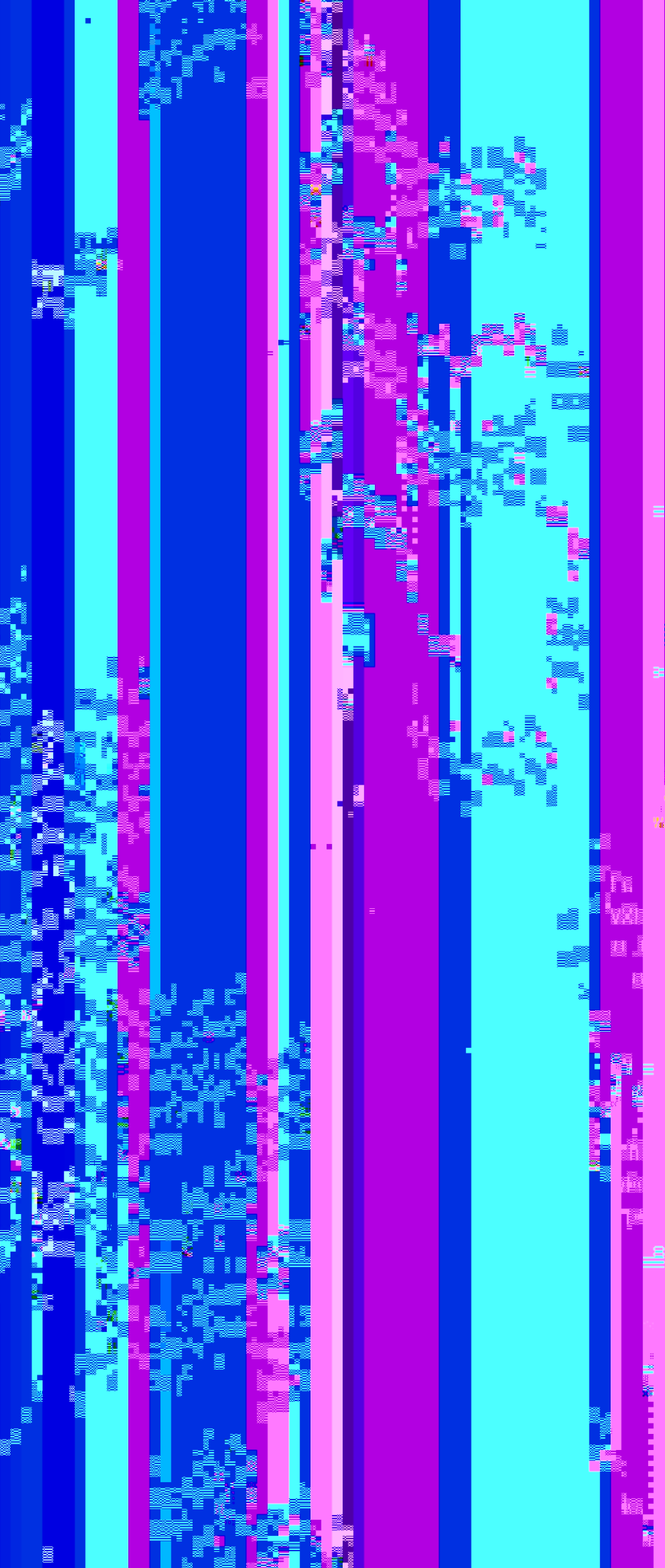
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8.H Clauses 8.A to 8.G only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools.



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