

Multi Academy Model
Mainstream

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made | 1 SEPTEMBER 2014

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION**; and

(2) **LOXFORD SCHOOL TRUST LIMITED ("the Company")**

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between the same parties and dated 28 November 2013 as varied and restated by a Deed of Variation dated 30 May 2014 (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" means the Warren School to be established at Whalebone Lane North, Chadwell Heath, Romford, Aldborough Road South, Ilford, IG3 8HZ.

"Academy Financial Year" means the year from 1 September to 31 August in any year.

"Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;

"the Land" means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as the Warren Comprehensive School, Whalebone Lane North, Chadwell Heath, Romford, RM6 6SB registered under Title number EGL359148

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 establish and maintain, and carry on or provide for the carrying on of the Academy in accordance with the Master Agreement and this Agreement.

2.1A The Company shall abide by the requirements of the current 16 - 19 Funding Guidance published by the Secretary of State and as amended from time to time, or such other guidance on 16-19 funding issued by the Secretary of State as may from time to time be applicable, in respect of any of its provision

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at the Academy for persons who are above compulsory school age until the academic year in which they reach the age of 19.

- 2.2 The curriculum provided by the Academy to pupils up to the age of 18 shall be broad and balanced.
- 2.3 The requirements for the admission of pupils to the Academy are set out at Annex 1.
- 2.3A The Company must ensure so far as is reasonably practicable and consistent with clause 27 of the Master Agreement, this agreement and the Equality Act 2010, that the policies and practices adopted by the Academy (in particular regarding curriculum, uniform, school and food) shall enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

Further Conditions of Grant

- 2.3B Subject to Clause 2.3C, the Company will operate designated places reserved for pupils with special educational needs (SEN Unit or Resourced Provision) with up to 15 planned places for pupils with social, educational and mental health needs including communication and interaction, cognition and learning, sensory and/or physical needs under educational and healthcare plans in the age range 11-18.
- 2.3C The Secretary of State may at any time determine that the SEN Unit/Resourced Provision should cease to operate.
- 2.3D In making any determination under clause 2.3C the Secretary of State shall:
- (a) Have regard to the views of the Company and local authorities in the area (in their strategic role in the commissioning of SEN provision); and
 - (b) Consider the impact of such determination on the local authorities' ability to secure suitable SEN provision for all children within the area.

*ASL
consulted with
the company
consent*

Academy Opening Date

- 2.4 The Academy shall open as a school on 1 September 2014 replacing the Warren Comprehensive School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.
- 2.5 The planned capacity of the Academy is 1380 pupils in the age range 11-18, including a sixth form of 180 places and will subject to Clause 2.3C, operate designated reserved provision for pupils with Special Educational Needs (SEN Unit or Resourced Provision) for up to 15 planned places for pupils with social, educational and mental health needs including communication and interaction, cognition and learning, sensory and/or physical needs under educational and healthcare plans in the age range 11-18.

Pupils

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- 2.6 The relevant clauses in the Master Agreement shall 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.

School Meals

Clauses 32 and 33 of the Master Agreement are disapplied and are replaced with the following clauses 2.7, 2.8 and 2.9.

- 2.7 the Company must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Company and as if references to a school maintained by a local authority were to any of its Academies.
- 2.8 the Company must comply with school food standards legislation as if its Academies were maintained schools.
- 2.9 Where the Company provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

Evolution/Creationism

- 2.10 the Company must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This applies to all subjects taught at the Academy.
- 2.11 The Company must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.
- 2.12 The Company must ensure that principles are promoted which support fundamental British values, of: respect for the basis on which law is made and applied in England; respect for democracy and support for the participation in the democratic processes, support for equality of opportunity for all; support and respect for the liberties of all within the law; and respect for and tolerance of different faiths and religious and other beliefs.

Governance

- 2.13 the Company must provide to the Secretary of State the names of all new or replacement members of the Company, stating the date of their appointment and, where applicable, the name of the member they replaced as soon as it is practicable and in any event within 14 days of their appointment.
- 2.14 The Company must not appoint any new or replacement members until it has informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.

Pupil Premium

- 2.15 For each Academy Financial Year, the Company must publish, on the Academy's website, information about:-

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- a) The amount of Year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Funding Year;
- b) What it intends to spend its Year 7 literacy and numeracy catch-up premium grant on;
- c) What is spent its Year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year;
- d) The impact of the previous year's Year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed.

3 **CAPITAL GRANT**

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

4 **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.

4A **COMPLAINTS**

Not used

5 **TERMINATION**

- 5.1 Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2021 or any subsequent anniversary of that date.

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 13-34B 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
 - f) the Company is otherwise in material breach of the provisions of this

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Agreement or the Master Agreement.

- 5.3 A Termination Warning Notice issued by the Secretary of State in accordance with clause 5.2 shall specify:
- a) reasons for the Secretary of State's issue of the Termination Warning Notice;
 - b) the remedial measures which the Secretary of State requires the Company to carry out, with associated deadlines, in order to rectify the defaults identified ("Specified Remedial Measures"); and
 - c) the date by which the Company must respond to the Termination Warning Notice providing its representations with regard thereto or confirm that it accepts and agrees to undertake the Specified Remedial Measures.
- 5.4 The Secretary of State shall consider any response and representations from the Company which are received by the date specified in accordance with clause 5.3(c) and shall confirm whether he considers that:
- 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 intention to terminate the Agreement on a specified date.)
- 5.5 The Secretary of State may by notice in writing terminate this Agreement with effect from a specified date in the event that:
- a) the Company has not, by the date specified in clause 5.3(c), responded to the Termination Warning Notice either confirming that it accepts and agrees to undertake the Specified Remedial Measures or providing its representations with regard to the Specified Remedial Measures; or
 - b) the Company has not carried out the Specified Remedial Measures and/or Further Remedial Measures within the specified timeframes;

provided that having considered any representations made by the Academy Trust pursuant to clause 5.3(c), the Secretary of State remains satisfied that it is appropriate to terminate the Agreement.

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Notice of Intention to Terminate

- 5.6 The Secretary of State may at any time give written notice of his intention to terminate this Agreement where the Chief Inspector gives notice to the Company in accordance with section 13(3) of the Education Act 2005 stating that in the Chief Inspector's opinion –
- (a) special measures are required to be taken in relation to the Academy; or
 - (b) the Academy requires significant improvement.
- 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 date.

Termination with Immediate Effect

- 5.8A If
- a) Any Governors or members of the Academy Trust refuses to consent to any checks required under this Agreement, or as otherwise requested by the Secretary of State; or
 - b) The Secretary of State determines that any Governor or member of the Academy is unsuitable
- the Secretary of State may:-
- a) direct the Company to ensure that the Governor or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or
 - b) serve a Termination Notice.
- 5.8B For the purposes of clause 5.8A a Governor or member of the Academy will be "unsuitable" if that Governor or member:
- a) Has been convicted of an offence;
 - b) Has been given a caution in respect of an offence;

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- c) Is subject to a relevant finding in respect of an offence; or
- d) Has engaged in relevant conduct,

as a result of which, the Secretary of State considers that that Governor or member is unsuitable to take part in the management of the Academies.

5.8C For the purposes of clause 5.8B:-

- a) a Governor or member of the Company will be subject to a "relevant finding" in respect of an offence if:
 - i) that Governor or member has been found not guilty of the offence by reason of insanity;
 - ii) that Governor or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or
 - iii) a court outside the United Kingdom has made a finding equivalent to that described in paragraphs (i) and (ii) above.
- b) "relevant conduct" is conduct by a Governor or member of the Company which is:
 - i) Aimed at undermining fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths or beliefs;
 - ii) Found to be in breach of professional standards by a professional body; or
 - iii) So inappropriate that, in the opinion of the Secretary of State, it makes that Governor or member unsuitable to take part in the management of the Academy.

5.9 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, he may terminate this Agreement by notice in writing to the Company such termination to take effect on the date of the notice.

Notice of Intention to Terminate by Company

5.10 The Secretary of State shall, at a date preceding the start of each Academy Financial 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 Academy Financial Year (the "**Indicative Funding**"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "**Critical Year**") and of the taking into account all other resources available and likely to be

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available to the Academy, including such funds as are set out in clause 73 of the Master Agreement and such other funds as are 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 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 Academy Financial Year.

- 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 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
 - 5.11.2 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
 - 5.11.3 a detailed budget of income and expenditure for the Academy during the Critical Year (the "**Projected Budget**").
- 5.12 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.
- 5.13 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 then the Expert shall be appointed by the President for the time

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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 pursuant to clause 5.1 of this Agreement, the Secretary of State may in his absolute discretion indemnify or (to such extent if any as he may in his absolute discretion consider appropriate) compensate the Company.
- 6.3 The amount of any such indemnity or compensation 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.
- 6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall (where the Secretary of State terminates this Agreement pursuant to clause 5.1) 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.

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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 some of those assets need to be used for any educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or at a later date; or
- (b) if the Secretary of State confirms that a transfer under clause 6.5(a) is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. 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 that contribution was made on the establishment of the Academy or later.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5(b) if:

- (a) the Company obtains his permission to invest the proceeds of sale for its charitable objects; or
- (b) the Secretary of State directs all or part of the repayment to be paid to the LA.

6.7 The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010.

7 LAND

Restrictions on Land transfer

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 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

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- b) shall take any further steps required to ensure that the restriction referred to in clause 7(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 7(a) as soon as practicable after it receives notification from the Land Registry,
- d) in the event that it has not registered the restriction referred to in clause 7(a), the Company hereby consents to the entering of the restriction referred to in 7(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),
- e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 7(a) or 7(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company.

8 ANNEX

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

9 THE MASTER AGREEMENT

- 9.1 Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.
- 9.2 Not used.

10 GENERAL

- 10.1 This Agreement shall not be assignable by the Company.
- 10.2 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 of the Secretary of State under this Agreement or shall amount to an election not to enforce such provision or exercise such right or remedy (including, for the avoidance of doubt, any right to terminate this Agreement). No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 10.3 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 10.4 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.5 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

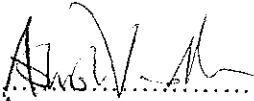
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claims) shall be governed by and construed in accordance with the law of England and Wales.

10.6 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).

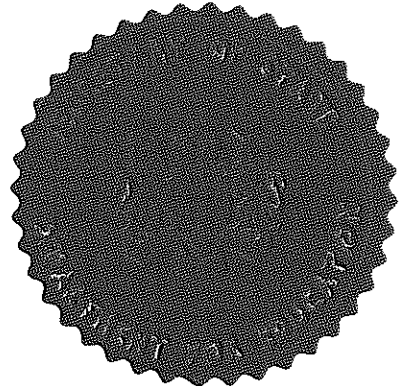
This Agreement was executed as a Deed on 1 SEPTEMBER
August 2014

EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)



.....
Duly authorised by the Secretary of State for Education

Date 1 SEPTEMBER



EXECUTED as a deed by **Loxford School Trust**)
acting by:)

x David A. [unclear]

Director
Print name David A. [unclear]

Date ~~27th August 2014~~

1st SEPTEMBER

PLS has LL1 awarded with the correct & the signatories

x [Handwritten Signature]

Director/Secretary
Print name ANITA JOHNSON

Date ~~27th August 2014~~

1st SEPTEMBER

PLS has LL1

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ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission for pupils at the
Academy Annex 1



LOXFORD SCHOOL TRUST LTD

ADMISSION PROCEDURE

Applications for transfer in September should be submitted by 31st October the year before.

Notification of the allocated school will take place via the Local Authorities by 1 March or next working day.

Applications received after the 31 October will not be considered until all the applications received have been dealt with unless there is evidence to show that the application or amendment could not reasonably have been made on time.

Where physically disabled pupils are within the catchment area of any particular school they should be considered for admission to that school.

If a student out of catchment requires a school that is accessible then the schools that are accessible should be considered equally and the student placed in the most appropriate school that meets their needs.

If the parents preference cannot be met the child's name will be placed on the waiting list of the School. As places become available they will be allocated from the waiting list. All age group waiting lists will operate in accordance with Local Authority admissions.

In all cases under admissions protocols the School will follow the Local Authorities Admissions Processes and Procedures.

In all places at the Loxford Trust the tie-breaker will be the shortest measured walking distance as measured by a geographic information system from the child's home to the main entrance to the School using public roads and recognised footpaths. It should be noted that when measurements involve flats in the same block, the distance will be to the entrance to each individual flat. In using distance as a tie-breaker should there be more than one applicant to a final place living an identical distance from the school, the school will use the random allocation facility within the Tribal (Admissions and Transfer System Pupil Database) which is used for allocations.

Nursery

The Loxford School Trust will admit 78 Nursery places in September.

It must be noted that any statutory change will supersede any areas of this document.

Children shall be admitted when a place becomes available for up to 15 hours per week for 38 weeks. They will be granted either a morning session or an afternoon session depending on availability.

Admissions for the Nursery are considered as follows:

- a. Looked After Children and children previously looked after but immediately after being looked after become subject to an adoption, residence order or special guardian order. A Looked After Child is a child who is in care of a Local Authority as defined by Section 22 of the Children's Act 1989.
- b. Exceptional medical or social reasons, which should be supported by a qualified professional directly involved with the child and will be considered by the Trust's medical or psychological advisors. Only where it is agreed that admission to the Trust is essential will an exception to the general policy be made.
- c. Siblings, with preference to older children according to the date of birth, preference will only be given to those with siblings who will still be in attendance at the date of admission.
- d. All applicants with preference to older children according to their date of birth authenticated by the child's birth certificate and proof of home address.

Further Information

Admission to a Nursery class does not guarantee admission to the main school, applications for which should be made in accordance with the locally agreed Admissions Policy.

The statutory right to appeal does not apply to admissions to Nursery classes.

Reception

The Loxford School Trust will admit 120 students into Reception in September and will follow the Local Authorities Admissions Procedures.

Year 7

The Loxford School Trust will admit 300 pupils into Year 7 in September in accordance with the PAN London System.

The Loxford School Trust will consider all applications for places from the PAN London System. Where fewer than 300 applications are received, subject to the appropriate processes and the School Admissions Code, the School will offer places to all those who have applied.

Where the number of applications for admission is greater than 300 using the PAN London Admissions by 31 October, applications will be considered using the following criteria. All children with a statement of SEN naming the school will be admitted. The Criteria will be applied in the order in which they are set out below:

It must be noted that any statutory change will supersede any areas of this document.

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Reviewed:

Review Due:

Late Applications

Students applying to join the Sixth Form after the deadline for applications should note that admission will be subject to entry requirements as shown below, and availability of places on preferred courses.

Entry requirements for both internal and external applicants

Entry to the Sixth Form is subject to a student having achieved the appropriate grades for their intended route of study. Prospective students should refer to the Sixth Form Prospectus for individual subject requirements; individual subjects may be limited in the number of students they are able to accommodate.

Oversubscription regarding applications by External applicants

Should applications from suitably qualified external students exceed the number of places available, the following oversubscription criteria will be applied:

1. Children in Care (Looked After Children) Including Children that were looked after but ceased to be so because they were adopted or became subject to a residence order or special guardianship order.
2. children who live in the catchment area;
3. children who have brothers or sisters (siblings) who are both currently on roll at the school in Years 7 to 10 only and who will continue to attend that school in the following academic year; and
4. children who live out of the catchment area who have no sibling attending the school.

It must be noted that any statutory change will supersede any areas of this document.