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Date: 16 May 2024



**WOKINGHAM
BOROUGH COUNCIL**

Director of Resources and Assets
and Deputy Chief Executive

P.O. Box 151

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Berkshire RG40 1WN

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THE CIRCLE TRUST of The Oval Offices

c/o St Crispin's School,

London Road,

Wokingham,

England,

RG40 1SS

Provision of Capital Works Funding at Emmbrook School

Dear Ginny,

This letter sets out the principal terms on and subject to which, Wokingham Borough Council of Shute End, Wokingham, Berkshire RG40 1BN (**the Local Authority**) is willing to enter a Collaboration Agreement with **THE CIRCLE TRUST** a company limited by guarantee incorporated and registered in England and Wales with company number 11031096 whose registered office is at The Oval Offices C/O St Crispin's School, London Road, Wokingham, England, RG40 1SS (**the Trust**) subject to the agreement and signing by the parties of a detailed legally binding agreement (**Formal Agreement**).

This letter is not exhaustive and is not intended to be legally binding between The Council and the Trust.

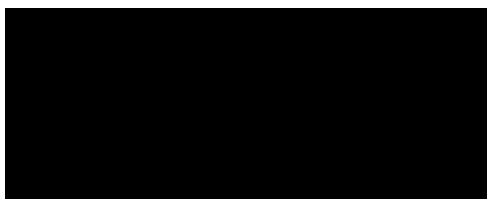
The following terms have been agreed between the parties in principle, subject to Formal Agreement, and further Subject to:

- (a) The Capital Funding for the expansion works detailed in Annex 1 (the Expansion Works) being included in the Local Authority's 2026/27 Medium Term Financial Plan (MTFP) and being approved by Council and
 - (b) the outcome of a Wokingham Borough wide review of school place (including post-16 education) provision which must support the need for the Expansion Works being carried out at Emmbrook School.;
- .
1. The Local Authority will fund and build new permanent teaching accommodation to replace the current temporary provision (as set out in Planning Application Number 220501) and Annex 1 below as soon as reasonably practicable after approval for Capital Funding referred to above.

2. The Trust will provide extra school places as set out in Annex 2.
3. The parties have agreed the terms in paragraph 1 to 2 in principle and subject to contract on the basis of the following assumptions:
4. The parties agree to negotiate in good faith with a view to executing the Formal Agreement.
5. Either party may at any time by notice to the other in writing (which includes email where sent to such email address as notified to the other party as the email to which notices are to be sent or as provided from time to time for this purpose), terminate negotiations for the Formal Agreement and entry into the Formal Agreement, without [having to give any reasons for doing so or] incurring any liability to the other party.
6. Nothing express or implied in this letter is intended to create legal relations between the parties.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully



Graham Ebers
Director of Resources and Assets and Deputy Chief Executive
Wokingham Borough Council

We hereby acknowledge receipt and accept the contents of this letter

Signed

The Circle Trust

Date

Annex 1

The Expansion Works as detailed in Planning consent (#220501) - Dated 9 March 2023.

These works consist of:

- Dining & Sixth Form enabling works
- Demolition and site enabling works
- Development of a new administration block
- Internal remodelling
- Landscaping and external works
- Construction of a new sixth form block

Annex 2

- Schedule of Additional Places

The parties agree that the Trust shall make available additional secondary school places at The Emmbrook School in accordance with the table below:

Academic Year	The Emmbrook School
2024/25	30 additional places
2025/26	30 additional places
2026/27	PAN is fixed at 240 on an ongoing basis