

## **DEED OF VARIATION**

The parties to this Deed are:

(1) The Secretary of State for Education of Sanctuary Buildings, London, SW1P 3BT ("the Secretary of State"),

- and -

(2) Reading School, a company limited by guarantee registered in England under number 7475515 whose registered office is at Erleigh Road, Reading, Berkshire, RG1 5LW ("the Academy")

together referred to as the "Parties".

### **INTRODUCTION**

- A. The Parties entered into a funding agreement dated 1 February 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Reading School. This funding agreement was varied by a Deed of Variation dated 12th Sept 2011.
- B The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

### **LEGAL AGREEMENT**

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. For the avoidance of doubt, the Schedules form part of this Deed.
3. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
4. As varied by this Deed, the Funding Agreement shall remain in full force and effect.



## GOVERNING LAW AND JURISDICTION

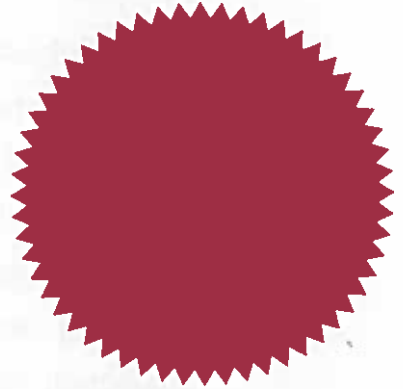
5. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law.
6. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

## COUNTERPARTS

7. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 27<sup>th</sup> day  
of June 2014

The Corporate Seal of the Secretary of State for Education hereunto affixed is  
authenticated by:



*Alvin Grayson*  
.....  
Duly Authorised by the Secretary of State for Education

The Reading School acting  
by a director

*PCH Mitchell*  
.....  
Director

Print name *DR PCH MITCHELL*.....

in the presence of

.....

Witness Signature *amole*.....

Full name

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## Schedule 1

### Amendments to the Funding Agreement

1. With effect from [\*] the Secretary of State and the Academy Trust agree that clauses 18 and 19 of the Funding Agreement shall be replaced with the following:

18) Subject to clause 19, the Academy Trust shall, in accordance with any guidance which the Secretary of State may issue on the qualifications of teaching and other staff in Academies, employ anyone it deems is suitably qualified or is otherwise eligible under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils.

19) Clause 18 does not apply to anyone who:

- a) is appointed as the SENCO by the Academy Trust under section 317(3A) of the Education Act 1996, who must meet the requirements set out in Regulation 3 of the Education (Special Educational Needs Co-ordinators) (England) Regulations 2008 (SI 2008/2945); or
- b) is appointed as a designated teacher for looked after children further to clause 17A.

2. Clause 33 of the Funding Agreement shall be deleted and replaced with:

33) Where the Academy provides a pupil with board and lodging, the Academy Trust will not charge the parent of that pupil more than the cost to the Academy Trust of providing the board and lodging, except as required by the Fees, Charges and Levies guidance in HM Treasury's publication 'Managing Public Money' (as amended or replaced from time to time). Sections 402 (obligation to enter pupils for public examinations), 450 - 457 (charges), 459 (regulations about information about charges and school hours), 460 (voluntary contributions), 461 (recovery of sums as civil debt) and

\* 27 June 2014

462 (interpretation re charges) of the Education Act 1996 (including, for the avoidance of doubt, any secondary legislation made further to those provisions) shall be deemed to apply to each Academy with the following modifications:

- a) references to any maintained school shall be treated as references to an Academy;
- b) references to registered pupils shall be treated as references to registered pupils at an Academy;
- c) references to the governing body or the local authority shall, in each case, be treated as references to the Company;
- d) the Company may charge persons who are not registered pupils at an Academy for education provided or for facilities used by them at that Academy.

3. The following clauses shall be inserted into Annex B of the Funding Agreement:

2A The Academy Trust is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children<sup>1</sup>) to other children attracting the pupil premium, including the service premium ('the pupil premium admission criterion'). Where an Academy Trust exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.

2B For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:

- any personal details about their financial status; or
- whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.

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<sup>1</sup> As defined in the School Admissions Code.

