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DATED _____ **2016**

THE SECRETARY OF STATE FOR EDUCATION (1)

and

OXLEY PARK ACADEMY TRUST (2)

DEED OF VARIATION
relating to a Funding Agreement
dated 27 June 2011

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) Oxley Park Academy Trust a charitable company incorporated in England and Wales with registered number 07660971 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

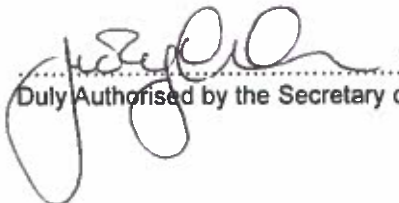
- A. The Parties entered into a funding agreement dated 27 June 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Oxley Park Academy.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

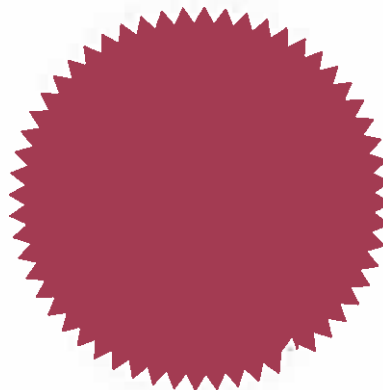
LEGAL AGREEMENT

- 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. 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.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 1 day of November 2016

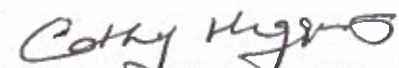
The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:


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



Oxley Park Academy Trust

acting by two directors or a director and a secretary


.....
Director

Print name... CATHERINE HIGGINS


.....
Director/Secretary

Print name... DAVINIA DE HAAN

Schedule 1

Amendments to the Funding Agreement

1. Clause 17 of the Funding Agreement shall be deleted and replaced with the following:

"17) The planned capacity of the Academy is 840 in the age-range 4 – 11 plus a nursery unit of 52 part-time equivalent places in the age-range 2 - 4. The Academy will be an all ability inclusive school whose requirements for:

- a) the admission of pupils to the Academy are set out in Annex B to this Agreement;*
- b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement; and*
- c) pupil exclusions are set out in Annex D to this Agreement."*

2. Clause 52 (b) of the Funding Agreement shall be deleted and replaced with the following:

"b) the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, which is 840 pupils"

3. The following words shall be inserted into the Funding Agreement after Clause 59 and shall be numbered Clause 59A and 59B respectively:

"59A) The Academy Trust must use GAG only for maintaining, carrying on, managing and developing the Academy in accordance with this Agreement, except where the Secretary of State has given specific consent for the Academy Trust to use GAG for another charitable purpose.

59B) In particular, the Academy Trust must not use GAG for:

- a) education and training for adults who are not pupils of the Academy, other than staff professional development;*
- b) nursery provision for which parents are charged a fee;*
- c) nursery provision to children outside the Academy's age range in clause 17;*
- d) Children's Centres; or*
- e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 59A."*