DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) Deanery Church of England Primary School, a charitable company incorporated in England and Wales with registered number 07667168 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

A. The Parties entered into a funding agreement dated 1 August 2011 which was subsequently amended by a deed of variation dated 15 January 2013 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as The Deanery Church of England Primary School.

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 9th day of September 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

EXECUTED as a deed by Deanery Church of England Primary School acting by:

........................................

Director

Print name J.P. LUCKETT

In the presence of a

Witness ........................................

Signature

Witness Full name NIKKI ALISON

Witness Address [REDACTED]

Witness Occupation [REDACTED]
Schedule 1

Amendments to the Funding Agreement

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

   The age range of the Academy is 2 – 11, with a planned capacity of 420 pupils age 5 – 11, a nursery unit of 52 places age 3 – 4 and a pre-school of 50 places age 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;

   c) pupil exclusions are set out in Annex D to this Agreement.

2. The following clauses shall be added to the Funding Agreement:

   • Grants paid by the Secretary of State (be they GAG, EAG or Capital Grant) shall not be used by the Academy Trust for Early Years Provision

   • The GAG protection clause:

      74A) 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.

      74B) 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 74A.
3. The following definition shall be added to the Funding Agreement:

'Early Years Provision' has the same meaning as that given it by s.20 Childcare Act 2006. (To note, this is 'the provision of childcare for a young child', young child being defined in s.19 Childcare Act 2006.)