

## **DEED OF VARIATION TO THE FUNDING AGREEMENT**

The parties to this Deed are:

(1) The Secretary of State for Education (“the Secretary of State”),

-and-

(2) The Crompton House Church of England School (the “Academy”), a charitable company incorporated in England and Wales, with registered number 07713345

together referred to as the “Parties”.

### **INTRODUCTION**

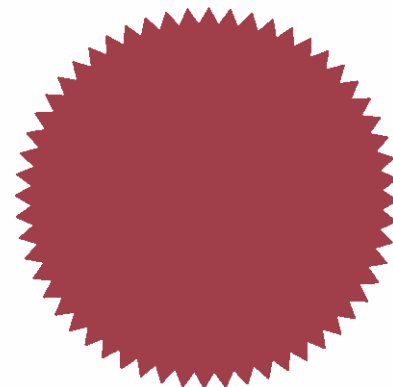
- A. The Parties entered into a funding agreement dated 17 August 2011, as amended by a deed of variation dated 15 January 2013 (the “Funding Agreement”) relating to the establishment, maintenance and funding of an academy known as Crompton House Church of England School.
- B. The parties now wish to 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 of 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 <sup>3<sup>rd</sup></sup> day  
of MARCH 2015.

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



*[Handwritten signature]*

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

**EXECUTED** as a Deed by Crompton House Church of England School  
acting by:

*[Handwritten signature]*

.....  
Director

*[Handwritten signature]*

.....  
Director/Secretary

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## Schedule 1

### Amendments to the Funding Agreement

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

17) The planned capacity of the Academy is 1,415 in the age range 11-18, including a sixth form of 300 places. 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. Clause 52 of the Funding Agreement shall be replaced with:

52) For the purpose of clause 51, the conditions are:

- a) All planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and
- 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 1,415
- c) The Secretary of State has determined that the basis shall be as provided for in clause 51.