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DATED 28 October 2016

THE SECRETARY OF STATE FOR EDUCATION (1)

and

HEATHER GARTH PRIMARY SCHOOL (2)

DEED OF VARIATION

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THIS DEED is made the 28 day of October 2016

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "Secretary of State"); and
- 2) Heather Garth Primary School of Billingley View, Bolton-On-Deame, Rotherham, South Yorkshire S63 8ES Company No. 08431840 (the "Company"),

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a Funding Agreement dated 31 May 2013 ("the FA") relating to the establishment, maintenance and funding of the Company.
- B. The Company made an application for significant change to the Secretary of State to increase its age range from 5 – 11 to 3 – 11 ("the Application").
- C. Acting on behalf of the Secretary of State, the Regional Schools Commissioner approved the Application and the decision was communicated to the Company on 22 July 2016 by the Education Funding Agency.
- D. The Parties have agreed to vary and amend the FA to incorporate the Company's new age range.

1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the FA.

2. IT IS AGREED as follows:

- 2.1 The Secretary of State and the Company agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 2.2 As varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. GOVERNING LAW AND JURISDICTION

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England

and Wales.

3.2 The Parties irrevocably agree that the courts of England and Wales 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).

4. COUNTERPARTS

4.1 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.

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by Heather Garth Primary School,
acting by:

S. Farr

Director

R Bowley

Director/Secretary

EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)

[Signature]

Duly authorised by the Secretary of State for Education



SCHEDULE 1 – Restated form of Funding Agreement

Paragraph 17 of the Funding Agreement shall be replaced with:

17) The total capacity of the Academy is 226 in the age range 3-11 which includes a nursery with 26 full time equivalent 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 regulations made by virtue of section 51A of the Education Act 2002 (as may be amended from time to time, and includes any successor provisions).