

DATED *1st September* 2016

THE SECRETARY OF STATE FOR EDUCATION (1)

and

THE BISHOP ANTHONY EDUCATIONAL TRUST (2)

**DEED OF VARIATION
relating to a Supplemental Funding
Agreement dated 30 June 2015**

THIS DEED OF VARIATION is made on

1st September

2016

BETWEEN:

- (1) The Secretary of State for Education ("**Secretary of State**"); and
- (2) The Bishop Anthony Educational Trust, a charitable company incorporated in England and Wales with registered number 08762217 ("**Company**") together referred to as the "**Parties**".

INTRODUCTION:

- (A) The Parties entered into a Supplemental Funding Agreement dated 30 June 2015 ("**SFA**") relating to the establishment, maintenance and funding of a school known as Bitterley C of E Primary School.
- (B) The Parties now wish to vary and amend the terms of the SFA and wish to record their agreement as to such variations/amendments to the SFA by this Deed.

IT IS AGREED as follows:

- 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 Company agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 3. As varied by this Deed the SFA shall remain in full force and effect.
- 4. This Agreement shall be governed by and interpreted in accordance with English law.

This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

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


.....

Duly authorised by the Secretary of State for Education



SIGNED by JUDITH TINSLEY

(Director name)

Duly authorised on behalf of

**THE BISHOP ANTHONY
EDUCATIONAL TRUST IN THE
PRESENCE OF A WITNESS**

Witness signature:

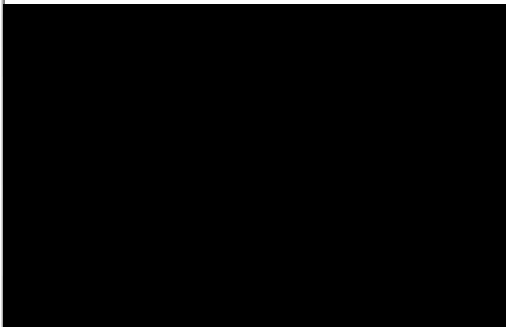
Witness name:

Witness address:

J. H. Tracey

(Director sign)

Adrian



SCHEDULE 1

Amendments to the Supplemental Funding Agreement

Clause 1.2 of the Supplemental Funding Agreement shall be amended to include the following definition;

"Early Years Provision" has the same meaning as that given to it by s.20 Childcare Act 2006"

Clause 2.5 of the Supplemental Funding Agreement shall be amended to read;

"The planned capacity of the Academy is 112 plus an additional 30 full-time equivalent Preschool places in the age range 2-11."

Clause 4 of the Supplemental Funding Agreement shall be amended to including the following additional clauses;

"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."

"4.2 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.

4.3 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 2.5;
- d) Children's Centres; or
- e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 4.2."