

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the *16* day of *October* 201*7*

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Runwell Community Primary School Academy Trust, (the "**Company**") [a charitable company incorporated in England and Wales with registered number 07673903, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1st August 2011 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

The following clause shall be inserted into clause 4 of the Funding Agreement:

"Early Years Provision" has the same meaning as that given it by section 20 of the Childcare Act 2006, provided that, for the avoidance of doubt, pupils who:

- *attend the Academy;*
- *have not yet reached the age of five and are in reception class;*
and
- *in respect of whom the Academy Trust may otherwise charge a fee under clause 12(f),*

shall be excluded from the definition;

The first sentence of Clause 17 of the Funding Agreement shall be replaced with:

The planned capacity of the Academy is 420 in the age ranges 4-11 and nursery unit of 48 places in the age ranges 2-4.

Clause 12(f) of the Funding Agreement shall be replaced with:

12(f) there will be no charge in respect of admission to the school and, subject to clause 33(f), the school will only charge pupils where the law allows maintained schools to charge.

The following clause shall be inserted after clause 33(e) of the Funding Agreement:

33(f) the Academy Trust may charge registered pupils at the Academy for Early Years Provision provided in excess of provision funded by the LA in accordance with its duty under section 7 of the Childcare Act 2006.

The following clause shall be inserted after Clause 35 of the Funding Agreement:

35(a) 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 for which the Academy Trust is entitled to make a charge under clause 33(f) of this agreement without the prior written consent of the Secretary of State except where the use of such funds is merely incidental to their use for the establishment and maintenance, carrying on or providing for the carrying on of the Academy.

2.2 Except 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 English law.

3.2 The parties irrevocably agree that the English courts 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).

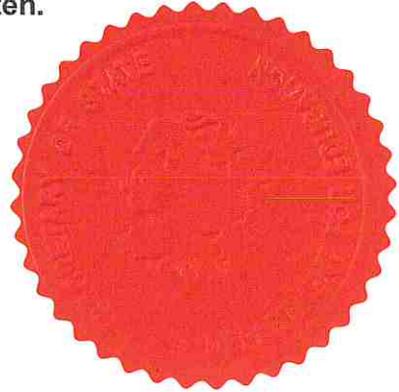
4. Counterparts

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 affixing the corporate seal of the **Secretary of State for Education** authenticated by:-



[Handwritten signature]
.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by Runwell Community Primary School Academy Trust, acting by:

.....
Director **Director/Secretary**

OR

EXECUTED as a deed by Runwell Community Primary School Academy Trust, acting by:

G. Heaney
.....
Director

In the presence of:

W Sign *gemadders*
I
T Name JOANNE MADDERS
N
E Address 28 BUSH HALL ROAD, BILLERICAY, CM12 0PU
S
S Occupation BUSINESS MANAGER