

## DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) Broadclyst Primary Academy Trust a charitable company incorporated in England and Wales with registered number 07339625 ("the Academy").

together referred to as the "Parties"

### INTRODUCTION

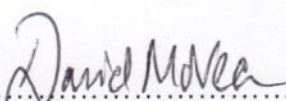
- A. The Parties entered into a funding agreement dated on or about 1 September 2010 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Broadclyst Primary Academy.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement 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 24<sup>th</sup> day of September 2013

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

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




Broadclyst Primary Academy  
Trust

acting by two directors or a  
director and a company  
secretary

  
.....  
Director

Print name..... JONATHAN BISHOP .....

  
.....  
Director/Secretary

Print name..... HENRY MASSEY .....

Witnessed by  .....

Full name..... GRAHAM JOHN NEWBERY .....

Address..... 4 THE GARDEN, EXETER, EX1 3PF .....

Occupation..... SCHOOL BUSINESS MANAGER .....

## Schedule 1

### Amendments to the Funding Agreement

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

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

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

2. The first sentence of clause 17 of the Funding Agreement shall be replaced with:

*17) The age range of the Academy is 2-11 years with a planned capacity of 420 pupils age 5-11 years and a nursery unit of 30 places.*

3. 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.*

4. 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 the provision funded by the LA in accordance with its duty under section 7 of the Childcare Act 2006.*

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

*35A) 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.*