DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 12 day of April 2013 ~~2012~~

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) The STRATFORD GIRLS' GRAMMAR SCHOOL, (the "**Company**") [a charitable company incorporated in England and Wales, with registered number 07646003 together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a funding agreement dated on or about 29 July 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 Clause 78 of the Funding Agreement shall be deleted and replaced with the following clause:

78
At the beginning of any Academy Financial Year the Academy Trust may hold unspent GAG from previous Academy Financial Years amounting to such percentage (if any) as for the time being specified in the Academies Financial Handbook or otherwise as the Secretary of State may specify by notice in writing to the Academy Trust prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. The Academy Trust shall use such carried forward amount for such purpose, or subject to such restriction on its use, as for the time being specified in the Academies Financial Handbook or otherwise as the Secretary of State may specify by notice in writing to the Academy Trust."

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:-)
)
)



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

EXECUTED as a deed by STRATFORD GIRLS' GRAMMAR SCHOOL, acting by:

....

Director **Director/Secretary**

OR

EXECUTED as a deed by
STRATFORD GIRLS' GRAMMAR SCHOOL,
acting by:

FUNDING AGREEMENT DEED OF VARIATION

The parties to this Deed are:

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

– and –

(2) Stratford Girls' Grammar School (formerly known as Stratford-Upon-Avon Grammar School for Girls), a charitable company incorporated in England and Wales with registered number 07646003 ("the Academy Trust"),

together referred to as the "Parties".

INTRODUCTION

A. The Parties entered into a Funding Agreement dated 29 July 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Stratford-upon-Avon Grammar School for Girls (now known as Stratford Girls' Grammar School).

B The Parties now wish to amend the terms of the Funding Agreement and wish to record their agreement as to such amendments 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 Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with the Schedule to this Deed.

3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

4. This Deed shall be governed by and interpreted in accordance with English law.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 20th **day of** March **20** 15

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



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

Executed on behalf of Stratford Girls' Grammar School by:

[redacted]

Director

Print name [redacted]

Witnessed by .... [redacted] .....

Full name... [redacted] .....

Addres [redacted]

Occupation BUSINESS MANAGER .....

Schedule

Annex B of the Funding Agreement shall be deleted and replaced as follows:

Annex B

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO STRATFORD GIRLS' GRAMMAR SCHOOL (THE "ACADEMY")

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Academy Trust.

2. Except as provided in paragraphs 2A to 2B below the Academy Trust will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code, and the School Admission Appeals Code published by the Department for Education ("the Codes") as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to "admission authorities" shall be deemed to be references to the governing body of the Academy Trust.

2A The Academy Trust is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children[1]) to other children attracting the pupil premium, including the service premium ('the pupil premium admission criterion'). Where the Academy Trust exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.

2B For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:

- any personal details about their financial status; or
- whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.

3. Notwithstanding the generality of paragraph 2 of this Annex, the Academy Trust will participate in the co-ordinated admission

[1] As defined in the School Admissions Code.

arrangements operated by the LA and the local Fair Access Protocol.

4. Notwithstanding any provision in this Annex, the Secretary of State may:

a) direct the Academy Trust to admit a named pupil to the Academy on application from the LA. This will include complying with a School Attendance Order[2]. Before doing so the Secretary of State will consult the Academy Trust;

b) direct the Academy Trust to admit a named pupil to the Academy if the Academy Trust has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes;

c) direct the Academy Trust to amend its admission arrangements where they fail to comply with the School Admissions Code or the School Admission Appeals Code.

4A The Academy is a former maintained grammar school designated as such under section 104 of the School Standards and Framework Act 1998 and the Education (Grammar School Designation) Order 1998. As such it is permitted to continue to select its intake by reference to ability.

Annex E to the funding agreement will set out the procedures for removing selective arrangements.

5. The Academy Trust shall ensure that parents and 'relevant children[3]' will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy Trust. The Independent Appeal Panel will be independent of the Academy Trust. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

6. Subject to paragraph 7, the meaning of "Relevant Area" for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained

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[2] Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

[3] relevant children' means:

a) in the case of appeals for entry to a sixth form, the child, and;

b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.

schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Academy Trust does not consider the Relevant Area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Academy Trust and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Academy Trust will:

   a) subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;

   b) adopt admission oversubscription criteria that give highest priority to looked after children and previously looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group[4]. The Academy Trust will consult on its admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Office of the School's Adjudicator (OSA) will consider objections to the Academy's admission arrangements[5]. The Academy Trust should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA.

12. A determination of an objection by the OSA will be binding upon the Academy and the Academy Trust will make appropriate changes as quickly as possible.

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[4] 'Relevant age group' means 'normal point of admission to the school, for example, year R, Year7 and Year 12.

[5] The OSA has no jurisdiction to consider objections against the agreed variation from the Codes set out in paragraphs 2A and 2B.