

FUNDING AGREEMENT DEED OF VARIATION

VARIATION ONE

The parties to this Deed are:

(1) The Secretary of State for Education (“the Secretary of State”),

– and –

(2) Holy Rood Catholic Infant School, a charitable company incorporated in England and Wales with registered number 07697045 (“the Academy Trust”),

together referred to as the “Parties”.

INTRODUCTION

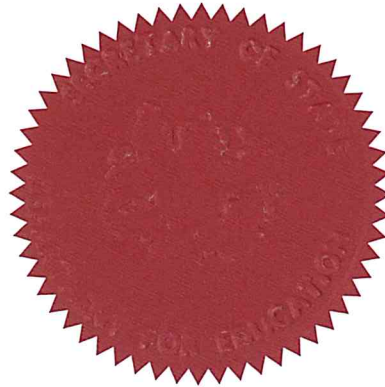
- A. The Parties entered into a Funding Agreement dated 1 August 2011 (“the Funding Agreement”) relating to the establishment, maintenance and funding of an independent school known as Holy Rood Catholic Infant School.
- B. The Parties now wish to amend the terms of the Funding Agreement and wish to 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 Schedule 1 to this Deed.
- 3. The Parties agree that with effect from 1 September 2015 the Funding Agreement shall be amended in accordance with Schedule 2 to this Deed.
- 4. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
- 5. This Deed shall be governed by and interpreted in accordance with English law.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 11th day
of December 2014

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



David McKee

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

Executed on behalf of Holy
Rood Catholic Infant School
by:

E. A. Jones

.....
Director

Print name..... E. A. JONES

Witnessed by *N. Fry*

Full name..... NAOMI LOUISA FRY

Address..... HOLY ROOD CATHOLIC INFANT SCHOOL, SWINDON

Occupation..... HEAD TEACHER

Schedule 1

Amendments to the Funding Agreement

1. All references to 'Holy Rood Catholic Infant School' within the Funding Agreement shall be replaced with references to 'Holy Rood Catholic Primary School', which is the name by which the Academy Trust and the Academy shall now be known.

Schedule 2

Amendments to the Funding Agreement

1. The existing clause 17 of the Funding Agreement shall be deleted and replaced as follows:

"The planned capacity of the Academy is 452 in the age range 4-11, 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; and
- c) pupil exclusions are set out in Annex D to this Agreement."

2. The existing clause 52(b) of the Funding Agreement shall be deleted and replaced as follows:

"the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy which is 452; and"