

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 22 day of *JANUARY* 2015

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Manchester Health Academy (the "Company") [a charitable company incorporated in England and Wales, with registered number 6735003 together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 8 May 2009 (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:

- 2.1.1 In the first line of Clause 17, delete the word

*"arrangements"*

And replace it with

*"requirements"*

- 2.1.2 In Clause 17, delete the words

*"together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State, such consent not to be unreasonably withheld."*

- 2.1.3 Annex 2 shall be deleted and replaced with the new Annex 2 attached to this Deed.

- 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.

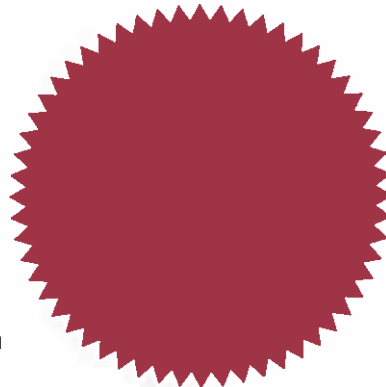
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**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 the Company, acting by:

*[Handwritten signature]*  
.....  
**Director**

*[Handwritten signature]*  
.....  
**Director/Secretary**

**OR**

EXECUTED as a deed by the Company,

acting by:

.....

**Director**

In the presence of:

W  
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S

Sign

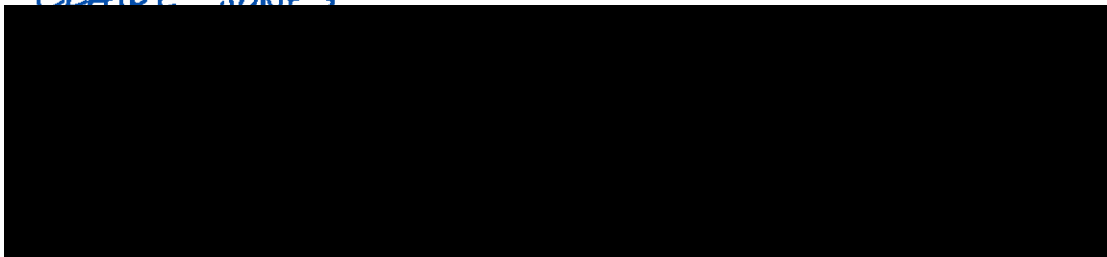
*Claire Jones*

Name

CLAIRE JONES

Address

Occupation



## Annex 2

### **REQUIREMENTS FOR THE ADMISSION OF PUPILS TO THE MANCHESTER HEALTH 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<sup>1</sup>) to other children attracting the pupil premium, including the service premium ('the pupil premium admission criterion'). Where an 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 arrangements operated by the Local Authority (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 Manchester Health Academy on application from an LA. This will include

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<sup>1</sup> As defined in the School Admissions Code.

## Single Academy Model

9. The Academy 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. determine 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<sup>4</sup>. The Academy 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<sup>5</sup>. 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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<sup>4</sup> 'Relevant age group' means 'normal point of admission to the school, for example, year R, Year7 and Year 12.

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

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 22 day of JANUARY 2015

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Kensington Academy Trust (the "**Company**") a charitable company incorporated in England and Wales, with registered number 4755839 together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about August 2003 (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:

- 2.1.1 In the first line of Clause 15, delete the word

*"arrangements"*

And replace it with

*"requirements"*

- 2.1.2 At the end of Clause 15, delete the words

*", together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State, such consent not to be unreasonably withheld"*

- 2.1.3 Annex 2 shall be deleted and replaced with the new Annex 2 attached to this Deed.

- 2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

acting by:

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**Director**

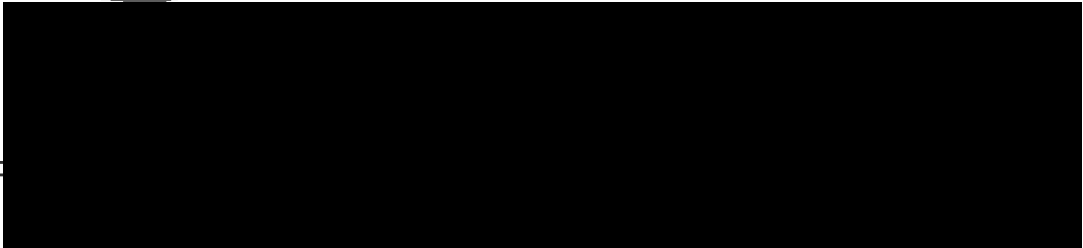
In the presence of:

W  
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N  
E  
S  
S

Sign



Name



Address

Occupation