

## **DEED OF VARIATION**

The parties to this Deed are:

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

- and -

(2) The Christleton High School a charitable company incorporated in England and Wales with registered number 7523884 ("the Academy").

together referred to as the "Parties"

### **INTRODUCTION**

- A. The Parties entered into a funding agreement dated 24 March 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Christleton High School.
- 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 31<sup>st</sup> day  
of March 2016

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



The [insert name of  
Academy]

acting by two directors or a  
director and a secretary

*S.M. Leake*  
.....  
Director

Print name *SUSAN LEAKE*  
.....

*P. Heath*  
.....  
Director/Secretary

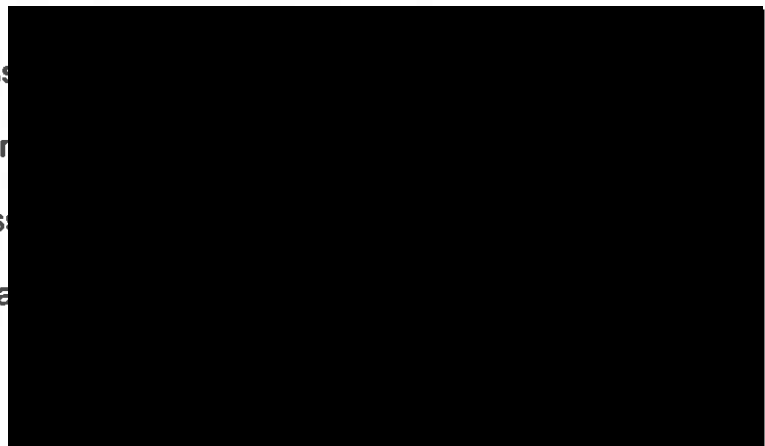
Print name *PAUL HEATH*  
.....

Witness

Full name

Address

Occupation



## **Schedule 1**

### **Amendments to the Funding Agreement**

1. The following sub-clauses shall be inserted as part of Clause 74 of the Funding Agreement:

74 A) The Academy Trust must use GAG only for maintaining, carrying on, managing and developing the academy in accordance with this Agreement, except where the Secretary of State has given specific consent for the Academy Trust to use GA for another charitable purpose.

74 B) In particular, the Academy Trust must not use GAG for:

- a) education and training for adults who are not pupils of the academy, other than staff professional development;
- b) nursery provision for which parents are charged a fee;
- c) nursery provision to children outside the academy's age range in clause 17;
- d) Children's Centres; or
- e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 74A