

## **DEED OF VARIATION TO THE FUNDING AGREEMENT**

The parties to this Deed are:

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

- and –

(2) Biddulph High School a charitable company incorporated in England and Wales with registered number [7680339] ("the Academy").

together referred to as the "Parties"

### **INTRODUCTION**

- A. The Parties entered into a funding agreement dated September 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Biddulph 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.

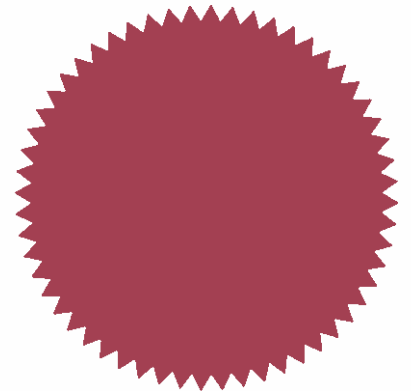
### **LEGAL AGREEMENT**

- 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 27<sup>th</sup> day  
of July 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



Biddulph High School

acting by two directors or a  
director and a secretary

*S Tudor*  
.....  
Director

Print name SARAH TUDOR

*T Condliffe*, 26/5/2016  
.....  
Director/Secretary

Print name TRACEY CONDLIFFE.

Witnessed by *[Signature]*  
.....

Full name Mr Simon Ascroft

Address.. [Redacted]

Occupation.. [Redacted]

## **Schedule 1**

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

1. Clause 78 of the Funding Agreement shall be replaced with:

At the end of any Academy Financial Year the Academy Trust may carry forward unspent GAG from previous Academy Financial Years without limit (unless a limit is specified in the Academies Financial Handbook, or otherwise specified in writing by the Secretary of State, in which case that limit will apply).

a) The Academy Trust must use any GAG carried forward only for the purposes of GAG as set out in this Agreement, or otherwise as specified in the Academies Financial Handbook or in writing by the Secretary of State.

b) Any additional grant made in accordance with clause 57, for a period after the Secretary of State has served a Termination Notice or a Termination Warning Notice, may be carried forward without limitation or deduction until the circumstances set out in clause 57 cease to apply, or the Academy closes.