

DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) The Roundhill Academy a charitable company incorporated in England and Wales with registered number 07976179 ("the Academy Trust").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 1 April 2012 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Roundhill Community College.
- 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

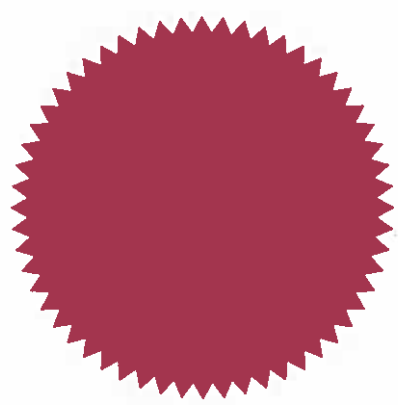
- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
- 2. The Secretary of State and the Academy Trust agree the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed such amendment to take effect from 1 September 2015.
- 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 22nd day
of January 2015

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

David McVee

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



The Roundhill Academy

acting by two directors or a
director and a secretary

M H Asmak

.....
Director

Print name *M H ASMAK*

.....
Director

Print name



Schedule 1

Amendments to the Funding Agreement

1. Clause 9) of the Funding Agreement shall be amended to read:

9) In consideration of the Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as The Roundhill Academy ("the Academy") and having such characteristics as are referred to in clause 10, the Secretary of State agrees to make payments to the Academy Trust in accordance with the conditions and requirements set out in this Agreement. For the avoidance of doubt, any obligations imposed upon or powers given to the Academy by this Agreement are also imposed upon and given to the Academy Trust.

2. Any reference to the Academy in the Funding Agreement shall mean The Roundhill Academy

3. Reference to 'Roundhill Community College' in the Funding Agreement shall be replaced by reference to The Roundhill Academy.

4. Clause 17 of the Funding Agreement shall be deleted and replaced with:

17) The planned capacity of the Academy is 750 in the age range 11 – 16. 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;

c) pupil exclusions are set out in regulations made by virtue of section 51 A of the Education Act 2002 (as may be amended from time to time, and includes any successor provisions).