

**Dated** 18 June **2015**

**Secretary of State for Education**

**and**

**Ridgeway Academy Trust**

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**Deed of Variation**

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**This Deed is dated**

**2015**

**Between**

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

**and**

(2) **Ridgeway Academy Trust a charitable company incorporated in England and Wales with registered number 8284164 ("the Academy")**

together referred to as the "Parties".

### **INTRODUCTION**

- A. The Parties entered into a funding agreement dated 27 November 2012 ("the **Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Ridgeway Middle 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**

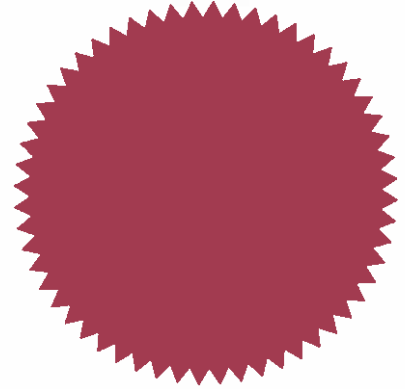
- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance 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 18<sup>th</sup> day of June 2015

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

*David Molea*  
.....

Duly Authorised by the Secretary of State for Education



Executed on behalf of  
**Ridgeway Academy Trust**

*JA Grieve*  
.....  
Director

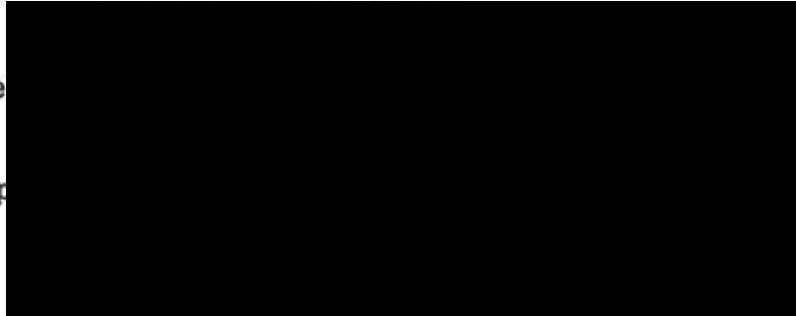
Print name *J. A. GRIEVE*  
.....

Witnessed by *Clare Skinner*  
.....

Full name *CLARE SKINNER*  
.....

Address

Occupation



## Schedule 1

### Amendments to the Funding Agreement

1. All references in the Funding Agreement to "Ridgeway Middle School" shall be replaced with "Ridgeway Academy".
2. Clause 17 of the Funding Agreement shall be deleted and replaced with the following.
  - 17) The planned capacity of the Academy is 600 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 51A of the Education Act 2002 (as may be amended from time to time, and includes any successor provisions).
4. Clauses 42-48 of the Funding Agreement shall be deleted and replaced with the following.
  - 42) The Secretary of State will calculate GAG based on the pupil count at the Academy. In order to calculate GAG for the Academy Financial Year in which the Academy opens, the pupil count will be determined on the same basis as that used by the relevant LA for determining the budget of the maintained school which the Academy has replaced.
  - 43) The basis of the pupil count for determining GAG will be:
    - a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
    - b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.
  - 44) The Secretary of State may, at his discretion, adjust the basis of the pupil count to take account of any diseconomies of scale which may affect the Academy if it is operating below the planned capacity. If such an adjustment is made in any Academy Financial Year, this will not change the basis of the pupil count for calculating the following Academy Financial Year's GAG. If the Secretary of State has indicated that additional grant may be payable in such circumstances, the Academy Trust will bid for this additional grant based on need and providing appropriate supporting evidence. The Secretary of State may accept or refuse the bid at his discretion.

45) Not used.

46) Not used.

47) Not used.

48) Not used.

3. In Annex B of the Funding Agreement, all references to "Ridgeway Middle School" shall be replaced with "Ridgeway Academy".
4. In Annex C of the Funding Agreement, the reference to "Ridgeway Middle School" shall be replaced with "Ridgeway Academy".