

DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) The BRADFORD GIRLS' GRAMMAR SCHOOL TRUST a charitable company incorporated in England and Wales with registered number 07951118 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 27 August 2013 relating to the establishment, maintenance and funding of an independent school known as Bradford Girls' Grammar 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 16 day
of December 2014

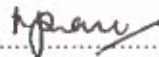
The Corporate Seal of the Secretary of State for Education hereunto affixed is
authenticated by:



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



The BRADFORD GIRLS'
GRAMMAR SCHOOL
TRUST



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Director

Print name..... NEIL JOHN SHAW

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Schedule 1

Amendments to the Funding Agreement

- 1 Add the following as additional clauses:

In the 'Governance' section

14A The Academy Trust must provide to the Secretary of State the names of all new or replacement Governors and members of the Academy Trust, stating whether they have been appointed or elected, the date of their appointment or election and, where applicable, the name of the Governor or member they replaced as soon as is practicable and in any event within 14 days of their appointment or election.

14B The Academy Trust must not appoint any new or replacement Governors or members until it has first informed them, and they have agreed, that their names will be shared with the Secretary of State to enable him to assess their suitability.

In the 'Conduct' section

15A The Academy Trust must ensure that so far as is reasonably practicable and consistent with clause 26 of this Agreement and the Equality Act 2010, the policies and practices adopted by the Academy (in particular regarding curriculum, uniform and school food) enable pupils of all faiths and none to play a full part in the life of the Academy, and do not disadvantage pupils or parents of any faith or none. For the avoidance of doubt, this requirement applies irrespective of the proportion of pupils of any faiths or none currently attending or predicted to join the school.

In the 'Pupil' section

17AA The relevant clauses in this Agreement and Annex C shall only apply insofar as the relevant provisions of the Children and Families Act 2014 relating to SEN and disability do not apply to Academies and Free Schools

In the 'School Meals' section

32A The Academy Trust must provide school lunches and free school lunches in accordance with the provisions of sections 512(3) and 512ZB(1) of the Education Act 1996 as if references in sections 512 and 512ZB to a local authority were to the Academy Trust and as if references to a school maintained by the local authority were to the Academy.

32B The Academy Trust must comply with school food standards legislation as if it were a maintained school.

32C Where the Academy Trust provides milk to pupils, it must be provided free of charge to pupils who would be eligible for free milk if they were pupils at a maintained school.

In the 'Pupil Premium' section

33AA) For each Academy Financial Year the Academy Trust must publish, on the Academy's website, information about:

- a) the amount of year 7 literacy and numeracy catch-up premium grant that it will receive during the Academy Financial Year;
- b) what it intends to spend its year 7 literacy and numeracy catch-up premium grant on;
- c) what it spent its year 7 literacy and numeracy catch-up premium grant on in the previous Academy Financial Year; and
- d) the impact of the previous year's year 7 literacy and numeracy catch-up premium grant on educational attainment, and how that effect was assessed

In the 'Termination' section

91A.1) If

- a) Any Governor or member of the Academy Trust refuses to consent to any checks required under this Agreement, or as otherwise requested by the Secretary of State; or
- b) The Secretary of State determines that any Governor or member of the Academy Trust is unsuitable,

the Secretary of State may:

- i. direct the Academy Trust to ensure that the Governor or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or
- ii. serve a Termination Notice.

91A.2) For the purposes of clause 91A.1 a Governor or member of the Academy Trust will be "unsuitable" if that Governor or member:

- a) has been convicted of an offence;
- b) has been given a caution in respect of an offence;
- c) is subject to a relevant finding in respect of an offence; or
- d) has engaged in relevant conduct, as a result of which, the Secretary of State considers that that Governors or member is unsuitable to take part in the management of the Academy.

- 91A.3) For the purposes of clause 91A.2:
- a) a Governor or member of the Academy Trust will be subject to a “relevant finding” in respect of an offence if:
 - i) that Governor or member has been found not guilty of the offence by reason of insanity;
 - ii) that Governor or member has been found to be under a disability and to have done the act charged against them in respect of the offence; or
 - iii) a court outside the United Kingdom has made a finding equivalent to that described in paragraphs (i) and (ii) above.
 - b) “relevant conduct” is conduct by a Governor or member of the Academy Trust which is:
 - i) aimed at undermining the fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or
 - ii) found to be in breach of professional standards by a professional body; or
 - iii) so inappropriate that, in the opinion of the Secretary of State, it makes that Governor or member unsuitable to take part in the management of the Academy.

3. Clause 43B below shall replace clause 43B in the Funding Agreement for this Academy:

43B) For the purpose of clause 43AA, the condition is satisfied after the end of the Academy Financial Year 2015/16 (for the avoidance of doubt the academy will be funded in accordance with clause 43A) up to and including 2015/16 and in accordance with clause 43AA in 2016/17 and thereafter).

- 4 Clause 31 below shall replace clause 31 in the Funding Agreement for this Academy:

31 Not Used

- 5 Clause 32 below shall replace clause 32 in the Funding Agreement for this Academy:

32 Not Used

- 6 Clause 91A below shall replace clause 91A in the Funding Agreement for this Academy:



91A Not Used