

DATED *18 June 2015* **2015**

THE SECRETARY OF STATE FOR EDUCATION (1)

and

DIOCESE OF BRISTOL ACADEMIES TRUST (2)

**DEED OF VARIATION
RELATING TO A
SUPPLEMENTAL FUNDING AGREEMENT
DATED 27th AUGUST 2014.**

THIS DEED OF VARIATION is made on

18th June

2015

BETWEEN:

- (1) The Secretary of State for Education ("Secretary of State"); and
- (2) Diocese of Bristol Academies Trust, a charitable company incorporated in England and Wales with registered number 08156759 ("Company")

together referred to as the "Parties".

INTRODUCTION:

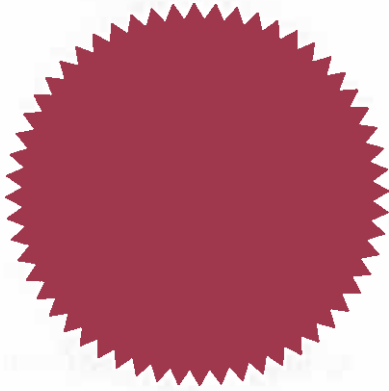
- (A) The Parties entered into a supplemental funding agreement dated 27 August 2014 ("Funding Agreement") relating to the establishment, maintenance and funding of a school known as Tadpole Farm Church of England Primary Academy.
- (B) The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

IT IS AGREED as follows:

1. The Secretary of State and the Company agree that with effect from the date of this Deed the Funding Agreement shall be amended and restated in the form set out at Schedule 1 to this Deed.
2. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
3. This Agreement shall be governed by and interpreted in accordance with English law.

This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

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

Executed as a deed by Diocese of Bristol)
Academies Trust)
acting by)
a Director)
in the presence of:-

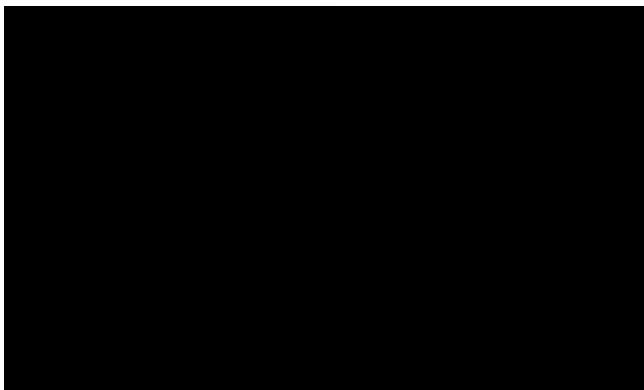
John Ainsworth
Director

Witness

Signature: [Signature]

Witness Name: MATTHEW HALL

Address:



Occupation:

SCHEDULE 1 - Restated form of Funding Agreement

1. Clauses 4.1 and 4.2 of the Supplemental Funding Agreement shall be replaced with:

4.1 The Secretary of State agrees to pay EAG to the Company in relation to the Academy in accordance with the Master Agreement.

4.2 The Secretary of State agrees to pay GAG to the Company in relation to the Academy. For the purposes of GAG, this Academy is a Traditional Mainstream Academy and clauses 49A to 49E of the Master Agreement shall be replaced by the following clauses.

4.3 Subject to clause 4.5, the basis of the pupil number count for the purposes of determining GAG for an Academy Financial Year will be the Academy Trust's most recent estimate provided in accordance with clause 4.4.

4.4 The Secretary of State shall in advance of each Academy Financial Year for the Academy, at such time or times as he shall determine, request that the Academy Trust provides an estimate of the number of pupils on roll in the following September for the Academy for the purposes of determining GAG for an Academy Financial Year, and the Academy Trust shall provide the requested estimate (based on an objective assessment of numbers) to the Secretary of State as soon as reasonably practicable.

4.5 Once the condition specified in clause 4.6 has been satisfied with respect to the Academy for the Academy Financial Year for which funding is being calculated, the basis of the pupil number count for the purpose of determining GAG for the Academy will be the Schools Census for the relevant month (determined at the discretion of the Secretary of State) preceding the Academy Financial Year in question.

4.6 For the purpose of clause 4.5, the condition is satisfied after (i) the end of the Academy Financial Year 2020/21; or, (ii) if before 2020/21 all planned Year-groups are present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present) and the total number of pupils as measured in the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question is 90% or more of the planned final size of the Academy, as specified in the Academy's Supplemental Agreement.

4.7 For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clauses 4.3 and 4.4, an adjustment may be made to the following Academy Financial Year's formula funding element of GAG for the Academy to recognise any variation from that estimate. The Secretary of State may for the purpose of calculating any adjustment to the formula funding element of GAG under this clause, use the Census for the relevant month (determined at the discretion of the Secretary of State) for the Academy Financial Year in question as a means of determining pupil numbers in an Academy Financial Year. The additional or clawed-back grant will be only that amount relevant to the number of pupils above or below that estimate.

4.8 For any Academy Financial Year in which GAG for the Academy is calculated in accordance with clause 4.5, no adjustment will be made to the equivalence funding element in the following Academy Financial Year's equivalence funding element of GAG unless the Academy Trust demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on balances. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the Annual Letter of Funding or its equivalent.

