

DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) Droylsden Academy, incorporated in England and Wales with registered number 1126996 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 8 May 2009 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Droylsden Academy.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement effective from 1 September 2015 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 the Schedule 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 28 day of October 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



Droylsden Academy
acting by two directors or a
director and a secretary

.....
Director

Print name Jennifer Worsdale

.....
Director/Secretary

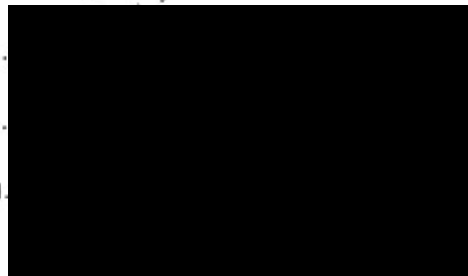
Print name Peter Ryan

Witnessed by Ian Hillman

Full name...

Address.....

Occupation.....



Schedule 1

Amendments to the Funding Agreement

1. Clauses 72-76 shall be deleted and replaced with
 - 72) Subject to clause 74, the basis of the pupil number count for the purposes of determining GAG for the Academy Financial Year in which the Academy opens shall be the same basis as that used by the Local Authority for determining the budget share of the predecessor maintained school as adjusted by numbers counted in any subsequent Schools Census, as determined by the Secretary of State.
 - 73) Subject to clause 74, the basis of the pupil number count for the purpose of determining GAG for the Academy for Academy Financial Years after the Academy Financial Year in which the Academy opens will be:
 - a) for the pupil number count 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 the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools.
 - 74) Where either of the following conditions applies in respect of an Academy Financial Year, the basis of the pupil count shall be determined by the Secretary of State, taking account of any diseconomies of scale that the Academy will be under as a result of such condition(s) applying. The conditions are:
 - a) not all planned Year-groups will be present at the Academy (that is, not all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); or
 - b) 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 less than 90% of the planned final size of the Academy, which is 1,400, and has not at any previous time been 90% or more of that number.

75) For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clause 73, no adjustment shall be made to the following Academy Financial Year's formula funding element of GAG to recognise variation from the pupil count basis used.

76) For any Academy Financial Year in which GAG for the Academy is calculated in accordance with clause 74, no adjustment will be made to the formula funding element in the following Academy Financial Year's formula 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.

Clauses 100 - 102 shall be deleted and replaced with

100. 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).

100A. 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.

101. Any additional grant made in accordance with clause 79, 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 79 cease to apply, or the Academy closes.

102. Any unspent grant not allowed to be carried forward under clauses 100 - 101 may be taken into account in the payment of subsequent grant.