

## DEED OF VARIATION

The Parties to this Deed are:

- 1) The Secretary of State for Education (the “**Secretary of State**”); and  
- and -
  - 2) Ursula Taylor Church of England School, a charitable company incorporated in England and Wales, with registered number 08606536 (the “**Academy**”);
- together referred to as the “**Parties**”.

### INTRODUCTION

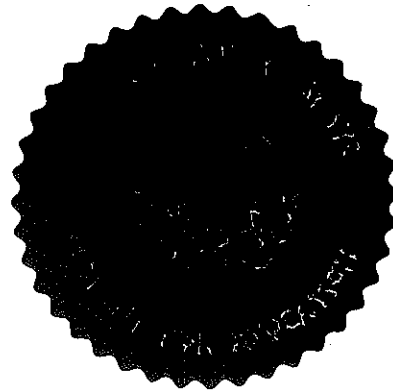
- A. The Parties entered into a funding agreement on or about 1 August 2013 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of an independent school known as Ursula Taylor Church of England School.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

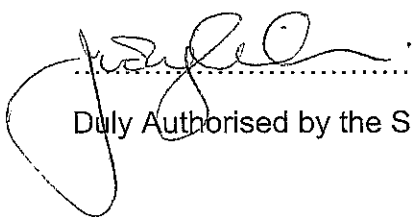
### LEGAL AGREEMENT

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 5<sup>th</sup> March 2017

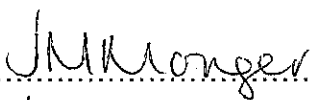
The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



  
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Duly Authorised by the Secretary of State for Education

EXECUTED as a deed by  
Ursula Taylor Church of  
England School acting by:

  
.....  
Director

Print name JULIA MONGER .....

In the presence of a

Witness V Morrell .....

Signature

Witness Full name VICTORIA MORRALL .....

Wit

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## **SCHEDULE 1**

### Amendments to the Funding Agreement

1. Clause 17 of the Funding Agreement shall be replaced with:

“The planned capacity of the Academy is 420 in the age range 4 – 11. The Academy will be in 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).”

2. Clause 46(b) of the Funding Agreement shall be replaced with:

“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 420 pupils, and has not at any previous time been 90% or more of that number.”