

DATED 8 / 3 / 2017 ~~2016~~

THE SECRETARY OF STATE FOR EDUCATION (1)

and

GODDARD PARK COMMUNITY PRIMARY SCHOOL ACADEMY TRUST (2)

DEED OF VARIATION
relating to a Funding Agreement
dated 22nd September 2010

THIS DEED OF VARIATION is made on

8th February

2016/7

BETWEEN:

- (1) The Secretary of State for Education ("Secretary of State"); and
- (2) Goddard Park Community Primary School Academy Trust, a company limited by guarantee incorporated in England and Wales with registered number 07351053 ("Company")

together referred to as the "Parties".

INTRODUCTION:

- (A) The Parties entered into a funding agreement dated 22nd September 2010 ("Funding Agreement") relating to the establishment, maintenance and funding of a school known as Goddard Park Community Primary School.
- (B) Reference to the Funding Agreement in this Deed shall include the variations to the Funding Agreement dated 1st August 2012 and 11th April 2013.
- (C) 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 Schedule 1 of 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:



Duly Authorised by the Secretary of State for Education

Executed as a deed by Goddard Park)
Community Primary School Academy Trust)

acting by)

a Director)

in the presence of:-

.....
Director

Witness

Signature:

Witness Name.....

Address:

.....

Occupation:

SCHEDULE 1 - Restated form of Funding Agreement

The Funding Agreement shall be deemed to be restated in this schedule and it shall be amended as follows:

1. Clause 4) of the Funding Agreement shall be amended to include the following definitions:

““Charity Trustee” means the directors of the Academy Trust, who are responsible for the general control and management of the administration of the Academy Trust.

“Coasting” has the meaning given by the regulations under subsection (3) of section 60B of the Education and Inspections Act 2006 in relation to a school to which that section applies.

“Termination Notice” means a notice sent by the Secretary of State to the Academy Trust, terminating this Agreement on the date specified in the notice.

“Termination Warning Notice” means a notice sent by the Secretary of State to the Academy Trust, stating his intention to terminate this Agreement.”

2. Clause 17) of the Funding Agreement shall be amended to delete the number “462” from the first sentence and to replace that number with the number “672”.

3. A new clause 28A) shall be included in the Funding Agreement as follows:

“28A) The Academy Trust must ensure that the Academy actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs.”

4. Clauses 31) and 32) of the Agreement shall be deleted and replaced with the following:

“31) 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.

32A) The Academy Trust must comply with school foods standards legislation as if it were a maintained school.

32B) 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."

5. A new clause 101A) shall be included in the Funding Agreement as follows:

"101A) The Secretary of State may service a Termination Warning Notice where he considers that the Academy is coasting provided that he has notified the Academy Trust that it is coasting."

6. A new clause 101B) shall be included in the Funding Agreement as follows:

"101B) A Termination Warning Notice served under clause 101A) will specify:

- a) the action the Academy Trust must take;
- b) the date by which the action must be completed; and
- c) the date by which the Academy Trust must make any representations, or confirm that it agrees to undertake the specified action."

7. A new clause 101C) shall be included in the Funding Agreement as follows:

"101C) The Secretary of State will consider any representations from the Academy Trust which he receives by the date specified in the Termination Warning Notice. The Secretary of State may amend the Termination Warning Notice to specify further action which the Academy Trust must take, and the date by which it must be completed."

8. A new clause 101D) shall be included in the Funding Agreement as follows:

"If the Secretary of State considers that the Academy Trust has not responded to the Termination Warning Notice as specified under clause 101B)c), or has not

completed the action required in the Termination Warning Notice under clauses 101Ba) and b) (and any further action specified under clause 101C) he may serve a Termination Notice.”

9. A new clause 101E) shall be included in the Funding Agreement as follows:

“101E) If the Secretary of State determines that any Charity Trustee or member of the Academy Trust is unsuitable, the Secretary of State may:

- a) direct the Academy Trust to ensure that the Charity Trustee or member resigns or is removed within 42 days, failing which the Secretary of State may serve a Termination Notice; or
- b) serve a Termination Notice.”

10. A new clause 101F) shall be included in the Funding Agreement as follows:

“101F) For the purposes of clause 101E) a Charity Trustee or member of the Academy Trust will be unsuitable if:

- a) that Charity Trustee or member engages in conduct which is 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; and
- b) as as a result of such conduct, the Secretary of State considers that the Charity Trustee or member is unsuitable to take part in the management of the Academy.”

11. Clause 123) of the Funding Agreement shall be amended to include the following words after the words “notice of termination”:

“(including, for the purposes of this Clause 123) any Termination Warning Notice or Termination Notice)”