

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 15 day of January 2012

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The HECKMONDWIKE GRAMMAR SCHOOL ACADEMY TRUST, (the "**Company**") [a charitable company incorporated in England and Wales, with registered number 07348329 together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 26 August 2010 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. Interpretation

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

2. Variation of the Funding Agreement

- 2.1 The Parties agree that with effect from the date of this Deed Clause 78 of the Funding Agreement shall be deleted and replaced with the following clause:

78

At the beginning of any Academy Financial Year the Academy Trust may hold unspent GAG from previous Academy Financial Years amounting to such percentage (if any) as for the time being specified in the Academies Financial Handbook or otherwise as the Secretary of State may specify by notice in writing to the Academy Trust prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. The Academy Trust shall use such carried forward amount for such purpose, or subject to such restriction on its use, as for the time being specified in the Academies Financial Handbook or otherwise as the Secretary of State may specify by notice in writing to the Academy Trust."

- 2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims),

shall be governed by and construed in accordance with English law.

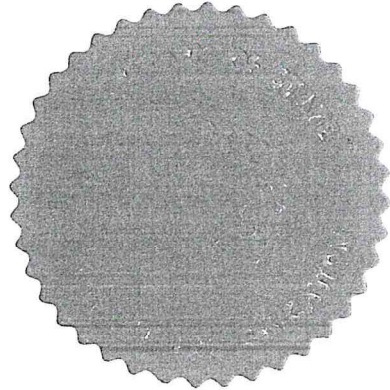
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. Counterparts

4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)



Duly authorised by the Secretary of State for Education

EXECUTED as a deed by HECKMONDWIKE GRAMMAR SCHOOL ACADEMY TRUST, acting by:



Director



Director/Secretary

OR

EXECUTED as a deed by HECKMONDWIKE GRAMMAR SCHOOL ACADEMY TRUST, acting by:

.....

Director

In the presence of:

- W Sign
- I
- T Name
- N
- E Address
- S
- S Occupation

DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) Heckmondwike Grammar School Academy Trust a charitable company incorporated in England and Wales with registered number 07348329 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 31 August 2010 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Heckmondwike 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.

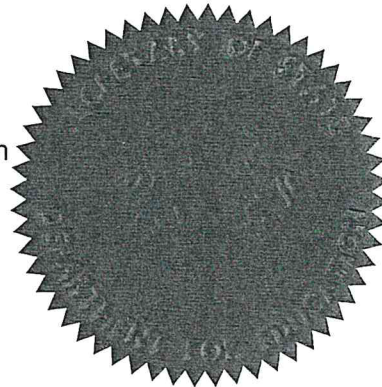
LEGAL AGREEMENT

- 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 22 day of JANUARY 2014

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

[Redacted]
.....
Duly Authorised by the Secretary of State for Education



Heckmondwike Grammar
School Academy Trust

acting by two directors or a
director and a secretary

.....
Director [Redacted]
Print name.....

.....
Director/Secretary [Redacted]
Print name.....

Witnessed by .. [Redacted]

Full name.. [Redacted]

Address [Redacted]

Occupation.. [Redacted]

Schedule 1

Amendments to the Funding Agreement

1. The following clauses shall be added:

Governance

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.

2. The following clauses shall be added:

Conduct

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.

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

Pupils

17) The planned capacity of the Academy is 1,500 in the age range 11-19, including a sixth form of 600 places. The Academy will be a 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 Annex D to this Agreement;
- d) the procedure for the removal of the Academy's selective admission arrangements is set out in Annex E to this agreement.

17A) 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.

4. The following clauses shall be added:

Curriculum, curriculum development and delivery and RE and collective worship

23A) The Academy Trust must not allow any view or theory to be taught as evidence-based if it is contrary to established scientific or historical evidence and explanations. This clause applies to all subjects taught at the Academy.

23B) The Academy Trust must provide for the teaching of evolution as a comprehensive, coherent and extensively evidenced theory.

23C) The Academy Trust must ensure that principles are promoted which support fundamental British values, of: respect for the basis on which the law is made and applied in England; respect for democracy and support for participation in the democratic processes; support for equality of opportunity for all; support and respect for the liberties of all within the law; and respect for and tolerance of different faiths and religious and other beliefs.

5. The following clauses shall be added:

School Meals

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.

6. Clause 52 of the Funding Agreement shall be replaced with:

General Annual Grant

52) For the purpose of clause 51, the conditions are:

- a) all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present);
- b) the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, which is 1500 pupils; and
- c) the Secretary of State has determined that the basis shall be as provided for in Clause 51.

7. The following clauses shall be added:

Termination

99A) 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.

99B) For the purposes of clause 99A 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 Governor or member is unsuitable to take part in the management of the Academy.

99C) For the purposes of clause 99B:

- 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.

HECKMONDWIKE GRAMMAR SCHOOL ACADEMY TRUST

**DEED OF VARIATION
OF FUNDING AGREEMENT**

THIS DEED is made the 16th day of January 2018

BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **Heckmondwike Grammar School Academy Trust** of Heckmondwike Grammar School, High Street, Heckmondwike, West Yorkshire, a charitable company incorporated in England and Wales with registered number 07348329 (the "**Company**")

together the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 31 August 2010 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an academy known as Heckmondwike Grammar School (the "**Academy**").
- B. The Company has recently increased the planned capacity at the Academy from 1,500 to 1,650. The change in the planned capacity requires consequential amendments to the Funding Agreement.
- C. The Parties agreed to amend and re-state the terms of the Funding Agreements on the terms set out in the deed of variation between the Parties dated 22 January 2014 (the "**Deed of Variation**").
- D. The Parties now wish to further vary and amend the Funding Agreement to include the consequential amendments in accordance with the terms of this Deed.
- E. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 Words, expressions and interpretations used in this Deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and shall be interpreted in accordance with, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed, the Funding Agreement shall be amended as follows:

- 2.1.1 Clause 17 of the Funding Agreement shall be deleted and replaced with the following clause:

"17) The planned capacity of the Academy is 1,650 in the age range 11-19, including a sixth form of 685 places. The Academy will be a 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 Annex D to this Agreement;*
- d) *the procedure for the removal of the Academy's selective admission arrangements is set out in Annex E to this agreement."*

2.1.2 Clauses 17A, 18 and 19 of the Funding Agreement shall be deleted and replaced with the following clauses:

"18) Subject to clause 19 and section 67 of the Children and Families Act 2014, the Academy Trust may, in accordance with any relevant Guidance, employ anyone it believes is suitably qualified or is otherwise eligible to plan and prepare lessons and courses for pupils, teach pupils, and assess and report on pupils' development, progress and attainment.

19) The Academy Trust must designate a staff member at the Academy as responsible for promoting the educational achievement of registered pupils at the Academy who are being looked after by an LA, and in doing so must comply with the law, regulations and guidance that apply to maintained schools.

19A) Teachers' pay and conditions of service are the responsibility of the Academy Trust."

2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. GOVERNING LAW AND JURISDICTION

3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

4. COUNTERPARTS

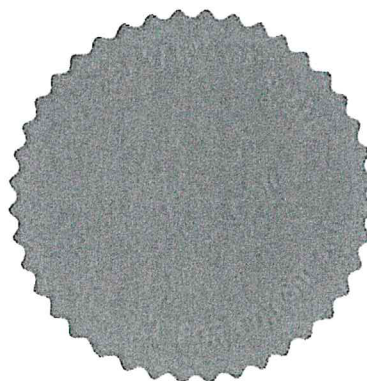
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

[Redacted signature]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Heckmondwike Grammar School Academy Trust** acting by a director:

[Redacted signature]

Director

In the presence of:

W
I
T
N
E
S
S

Sign ... [Redacted]

Name [Redacted]

Address . [Redacted]

Occupation .. [Redacted]