

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education (“the Secretary of State”),

- and –

(2) Tonbridge Grammar School a charitable company incorporated in England and Wales with registered company number 07455728 (“the Academy Trust”).

together referred to as the “Parties”

INTRODUCTION

- A. The Parties entered into a funding agreement dated 22 December 2010 (“the Funding Agreement”) relating to the establishment, maintenance and funding of an independent school known as Tonbridge 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 19 day
of May 2015


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


.....
Duly Authorised by the Secretary of State for Education



Tonbridge Grammar School

acting by one director in the
presence of a witness


.....
Director

Print name... ROSEMARY JOYCE

Witnessed by 

Full name... ALISON GAY HOOK

Address... 2 CADE LANE SEVENDALS

Occupation... CHARTERED ACCOUNTANT

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 currently 1109 in the age range 11-18, including a sixth form of 356 places and from 1st September 2015 will be 1260 in the age range 11-18, including a sixth form of 360 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. Clause 22 of the Funding Agreement shall be replaced with:

“The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.”
3. Clause 52(b) shall be replaced with:

“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 currently 1109 and from 1st September 2015 will be 1260.”
4. Clause 74(h) shall be deleted and replaced with “Not used”.
5. The following clause shall be inserted after Clause 74 of the Funding Agreement:

“74A. The Academy Trust must have adequate insurance cover or opt in to the Department’s arrangements as set out in the Academies Financial Handbook.”
6. Clause 78 of the Funding Agreement shall be replaced with:

“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.”

4. Clause 121C shall be deleted and replaced with “Not used”.