

DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) The Tiffin School a charitable company incorporated in England and Wales with registered number 07547311 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 30 June 2011, as amended by a deed of variation dated 15 January 2013, ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Tiffin 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 December 2013

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

[Handwritten signature]

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



Tiffin School

acting by two directors or a
director and a secretary

[Handwritten signature]

.....
Director

Print name... JOHN KELVIN LUKHAM

[Handwritten signature]

.....
Director

Print name... ERIC CHRISTOPHER TRUMP

Witnessed by *[Handwritten signature]*.....

Full name..... HILDA CLARKE.....

Address..... TIFFIN SCHOOL.....

Occupation..... HEADTEACHER.....

Schedule 1

Amendments to the Funding Agreement

1. Clause 17 of the Funding Agreement shall be replaced with:
 - 17) The planned capacity of the Academy is 1340 in the age range 11-18, including a sixth form of 440 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 52 of the Funding Agreement shall be replaced with:
 - 51) 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); and
 - 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 1340
 - c) The Secretary of State has determined that the basis shall be as provided for in Clause 51.