



Education & Skills  
Funding Agency

Department for Education  
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F Galbraith  
Goldington Academy  
Haylands Way  
Bedford  
MK41 9BX

21 August 2017

Dear Mr/Ms Galbraith

**Deed of Variation – Goldington Academy**

Please find enclosed one copy of the Deed of Variation for Goldington Academy which has been executed on behalf of the Secretary of State.

If you have any queries regarding this, please contact Gareth Hunt by emailing: [academy.questions@education.gov.uk](mailto:academy.questions@education.gov.uk) .

Yours sincerely

Chris Van Roon  
Academies – South Central and East  
Education and Skills Funding Agency

## DEED OF VARIATION

The Parties to this Deed are:

- 1) The Secretary of State for Education (the "**Secretary of State**"); and  
- and -
  - 2) Goldington Academy Trust, a charitable company incorporated in England and Wales, with registered number 07557785 (the "**Academy Trust**");
- together referred to as the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement on or about 1 April 2011 which was varied by a deed of variation dated 25 October 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Goldington Academy.
- 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 Trust agree that with effect from 1 September 2017, the Funding Agreement shall be amended in accordance with the Schedule to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

### GOVERNING LAW AND JURISDICTION

4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

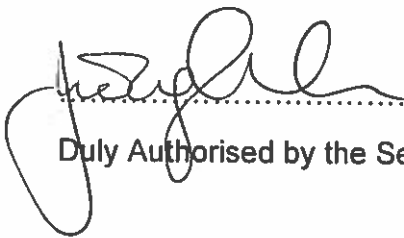
5. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

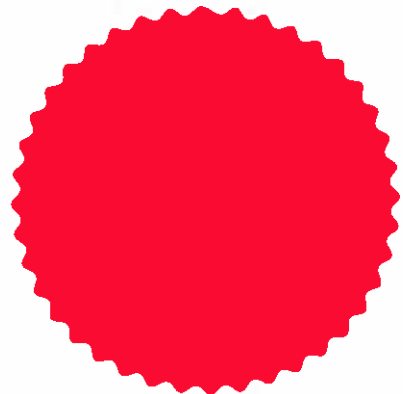
### COUNTERPARTS

6. 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.

EXECUTED AND DELIVERED AS A DEED by the Parties on 16 August 2017

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

GOLDINGTON ACADEMY  
TRUST acting by:

  
.....  
Director

Print name DAFIELD .....

In the presence of:

Witness  .....

Witness Full name <sup>Signature</sup> JUSTINE HENDERSON .....

Witness Address STEEPLECHASE, .....

7 WYBRIDGE, KEYSOE, MK44 2HL

Witness Occupation SCHOOL BUSINESS MANAGER

## THE SCHEDULE

### Amendments to the Funding Agreement

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

*"The planned capacity of the Academy is 750 in the age range 9 – 14. With effect from 1 September 2018, the age range of the Academy will be 10 – 15. With effect from 1 September 2019, the age range of the Academy will be 11 – 16. The Academy will be 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 52 of the Funding Agreement shall be replaced with:

*"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 School Census for the preceding January is 90% or more of the planned final size of the Academy, which is 750 pupils; and*
- c) the Secretary of State has determined that the basis shall be as provided for in Clause 51."*