

## DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) The Wedmore First School Academy and Nursery Academy Trust a charitable company incorporated in England and Wales with registered number 07664284 ("the Academy").

together referred to as the "Parties"

### INTRODUCTION

- A. The Parties entered into a funding agreement dated <sup>27<sup>th</sup> June 2011</sup> ~~[insert date of funding agreement]~~ <sup>BOV</sup> ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Wedmore First School and Nursery Academy Trust.
- 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.

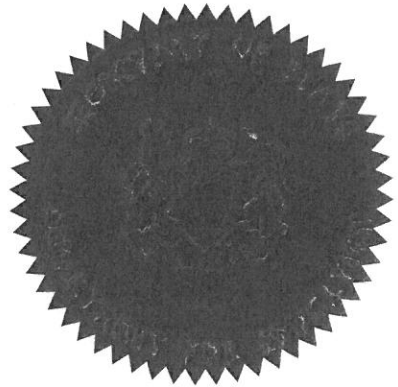
### LEGAL AGREEMENT

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 11<sup>th</sup> day  
of December 2014

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

*David Molea*  
.....  
Duly Authorised by the Secretary of State for Education



The Wedmore First School  
Academy and Nursery  
Academy Trust

acting by two directors or a  
director and a secretary

*[Signature]*  
.....  
Director  
Print name..... PETER B. D. BULL

*[Signature]*  
.....  
Director/Secretary  
Print name..... J. D. HIPWELL.

Witnessed by .. *[Signature]* ..

Full name .. DENISE WALTER ..

Address .. 55 MILTON HILL, WESTON-SUPER-MARE ..

Occupation .. ACCOUNTANT ..

## **Schedule 1**

### **Amendments to the Funding Agreement**

1. A new definition will be added:

'Early Years Provision' has the same meaning as that given it by s.20 Childcare Act 2006. (To note, this is 'the provision of childcare for a young child', young child being defined in s.19 Childcare Act 2006).

2. The following clause shall be inserted after Clause 35 of the Funding Agreement:

35A) Grants paid by the Secretary of State (be they GAG, EAG or Capital Grant) shall not be used by the Academy Trust for Early Years Provision.