



Education  
Funding  
Agency

Department for Education  
53-55 Butts Road  
Earlsdon Park  
Coventry  
CV1 3BH

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[www.education.gov.uk](http://www.education.gov.uk)

Mr C Zimmerman  
Principal  
Lydiard Park Academy  
Grange Park Way  
Grange Park  
Swindon  
SN5 6HN

14 June 2013

Dear Mr Zimmerman

**Deed of Variation**

Please find enclosed a copy of the Deed of Variation for Lydiard Park Academy, which has been executed on behalf of the Secretary of State.

If you have any queries regarding this, please contact Kajal Mistry (02476660342) at the Education Funding Agency.

Yours sincerely

Sophia Atcha  
Academies Operations

Web: [www.education.gov.uk](http://www.education.gov.uk)



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**DEED OF VARIATION  
TO FUNDING AGREEMENT**

**The Secretary of State for Education**

**and**

**The Lydiard Park Academy**

## **DEED OF VARIATION**

The parties to this Deed are:

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

- and -

(2) The Lydiard Park Academy a charitable company incorporated in England and Wales with registered number 07694023 ("the Academy").

together referred to as the "Parties"

### **INTRODUCTION**

- A. The Parties entered into a funding agreement dated 1<sup>st</sup> August 2011 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as The Lydiard Park Academy.
- 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 14<sup>th</sup> day  
of June 2013

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

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



The Lydiard Park Academy  
acting by two directors or a  
director and a secretary

.....  
Director  
Print name... Mark Lowthorpe

..... C I Zimmerman .....  
Director/Secretary  
Print name... CLIVE ZIMMERMAN

Witnessed by ..... J Williams

Full name... TRACY WILLIAMS

Address... 11 WIRELESS WAY, SWINDON, SN25 4WD

Occupation... ADMIN OFFICER

## **Schedule 1**

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

1. Clause 17 of the Funding Agreement shall be amended as follows:

The first sentence of Clause 17, which reads:

“The planned capacity of the Academy is 1,275 in the age range 11-16.”

to be deleted and replaced with:

“The planned capacity of the Academy is 1,525 in the age range 11-19 including a sixth form of 250 places.”

2. Clause 52 b) of the Funding Agreement shall be deleted and 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 1,525”





Education  
Funding  
Agency

Education Funding Agency  
Podium 38, Mowden Hall  
Darlington  
Co Durham  
DL3 9BG

Returned 17/12/12

The Headteacher  
Lydiard Park Academy  
Greendown Community School  
Grange Park Way  
Grange Park  
Swindon  
SN5 6HN

Dear Sir/Madam,

I am writing to follow up on the publication of the new Academies Financial Handbook in September. As you know, the Handbook includes new financial freedoms including about the carry forward limits on the General Annual Grant surplus at year end and delegated authority to enter into liabilities, write-off debts and make severance payments.

The freedoms and flexibilities apply automatically to Academies on recent versions of the Funding Agreement as that version states that the Academy must comply with the Academies Financial Handbook as amended from time to time. In your case, however, there is a restriction in your Funding Agreement that prevents you from benefitting from the ability to carry forward an unlimited amount of GAG.

We are able to remove the restriction using a Deed of Variation and I have taken the opportunity to enclose the Deed of Variation that amends the carry forward clause in your Funding Agreement. Signing and returning it will, upon signing and sealing by the Secretary of State, immediately remove the restriction and allow the Academy to benefit from the carry-forward flexibility. I would encourage you to send the signed Deed to the Accounting Officer of the Trust and we will then be able to ensure the process is completed very quickly

If you have any queries please do not hesitate to contact our enquiries team at [academyquestions@efa.education.gov.uk](mailto:academyquestions@efa.education.gov.uk) quoting 'Deed of Variation – GAG' as your reference. Once signed please return two copies to Kate Finnegan at the above address for signing and sealing.

Yours faithfully

Sue Baldwin

Director Academies





## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the <sup>x</sup> day of

2012 <sup>x</sup>

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The LYDIARD PARK ACADEMY, (the "**Company**") [a charitable company incorporated in England and Wales, with registered number 07694023 together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 29 July 2011 (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 THE LYDIARD PARK ACADEMY,  
acting by:

X  X  
.....

**Director** N. D. MARTIN

  
.....

**Director/Secretary**

**OR**

**EXECUTED** as a deed by  
THE LYDIARD PARK ACADEMY,  
acting by:



.....

**Director**

In the presence of:

W	Sign
I	
T	Name
N	
E	Address
S	
S	Occupation







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Department for Education  
Freshford House  
Redcliffe Way  
Bristol  
BS1 6NL

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Mr C Zimmerman  
Headteacher  
Lydiard Park Academy  
Grange Park Way  
Grange Park  
Swindon  
Wiltshire  
SN5 6HN

11<sup>th</sup> March 2013

Dear Mr Zimmerman

I am pleased to confirm that Lord Nash has approved Lydiard Park Academy's age range change from 1 September 2014 as set out in your business case proposal submitted to the Education Funding Agency (EFA).

As all academies are their own admissions authorities, it is your responsibility to ensure that admissions arrangements are code compliant and that the Academy has the capacity and resources to accommodate any additional pupil numbers, particularly through the transition period.

A Deed of Variation to the Funding Agreement, reflecting the revised age range will be needed and a member of my team will be in touch with you about this.

Yours sincerely,

Sue Anderson  
**Senior Advisor West Territory**

