

DEED OF VARIATION

The parties to this Deed are:

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

- and -

(2) The Acorn Academy Cornwall a charitable company incorporated in England and Wales with registered number 8418341 ("the Academy").

together referred to as the "Parties"

INTRODUCTION

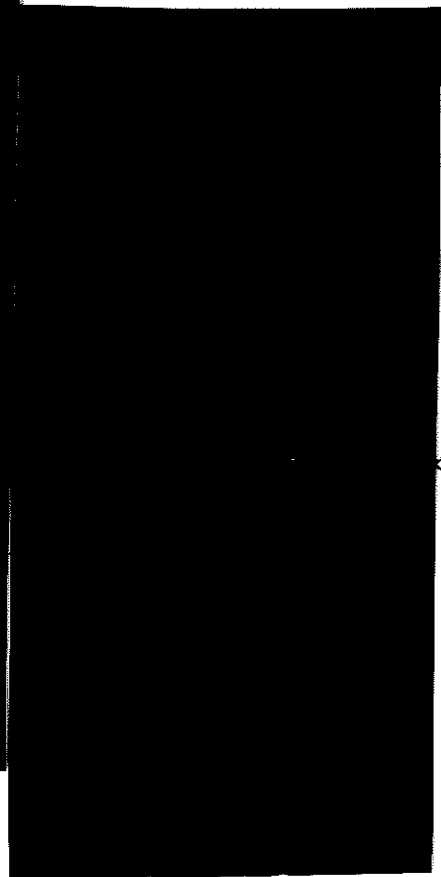
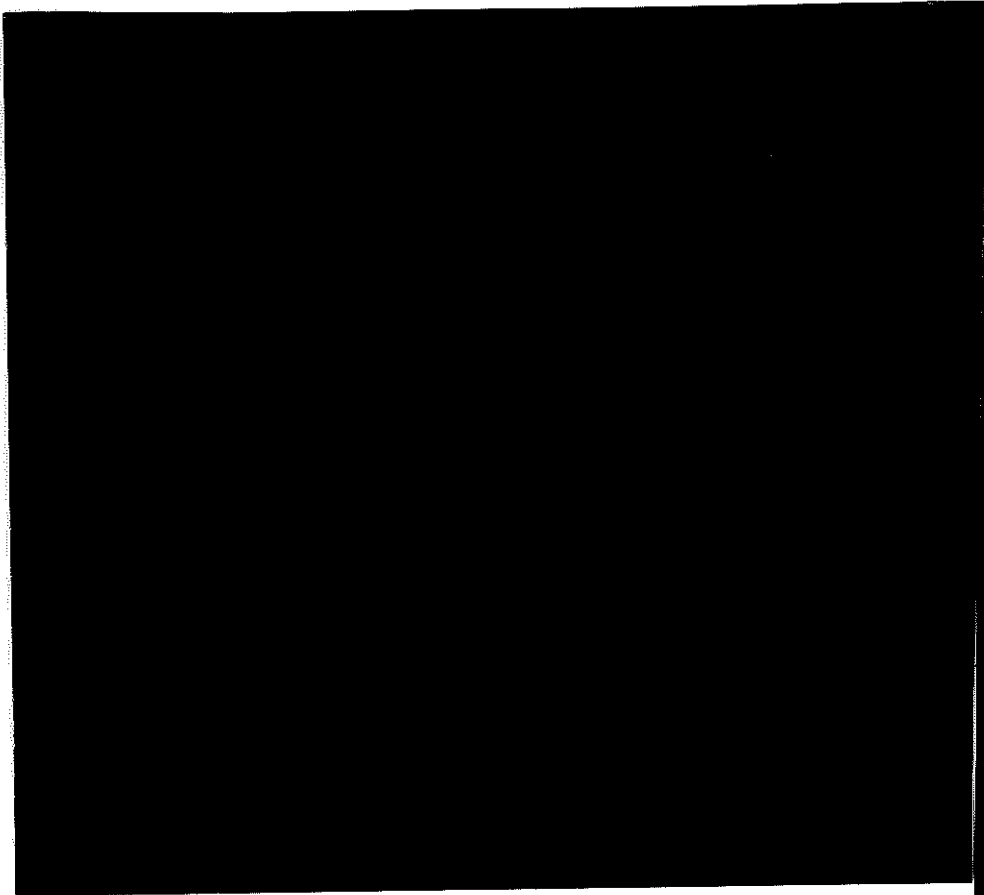
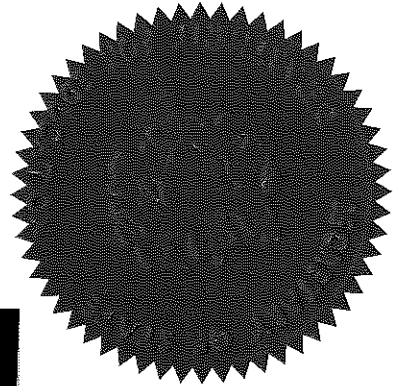
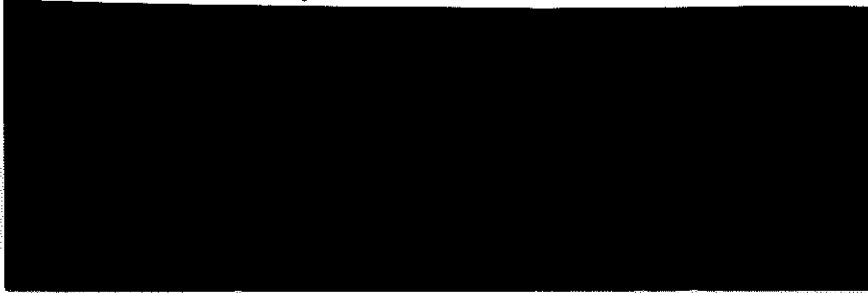
- A. The Parties entered into a funding agreement dated 29 May 2013 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Glynn House Alternative Provision Academy.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement 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 8th day
of February 2018

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



Schedule 1

Amendments to the Funding Agreement

1. Clause 1.2 of the Funding Agreement shall be deleted and replaced with:

The following words and expressions shall have the following meanings:

“the Alternative Provision Academy” means the Carrick Alternative Provision (AP) Academy to be established at Cormorant House, Truro Business Park, Threemilestone, Truro, TR4 9NH;

“Chief Inspector” means Her Majesty’s Chief Inspector of Education, Children’s Services and Skills or his successor;

“the land” means the publicly funded land (including avoidance of doubt all buildings, structures landscaping and other erections) situated and known as Cormorant House, Truro Business Park, Threemilestone, Truro, TR4 9NH

2. Annex 1 of the Funding Agreement shall be re-named:

Requirements for the admission of pupils to the Carrick Alternative Provision Academy.

3. Annex 1, subsection 4 of the Funding Agreement shall be deleted and replaced with:

Notwithstanding any provision in this Annex, the Secretary of State may:

- (a) Direct the Company to admit a named pupil to the Carrick Alternative Provision Academy on application from a local authority. This will include complying with a School Attendance Order. Before doing so the Secretary of State will consult the Company.
- (b) Direct the Company to admit a named pupil to the Carrick Alternative Provision Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable equalities legislation.
- (c) Direct the Company to amend its admission arrangements where the Company fails to comply with relevant legislation or where the Secretary of State is concerned that because of its admissions arrangements to Company is no longer meeting the requirements at 1C of the Academies Act.