

COOMBE DEAN SCHOOL ACADEMY TRUST

DEED OF VARIATION OF SINGLE MODEL FUNDING AGREEMENT

2015

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **Coombe Dean School**, a charitable Academy Trust incorporated in England and Wales with registered company number 07561268 whose registered address is at Charnhill Way, Elburton, Plymouth, Devon, PL9 8ES (the "**Academy Trust**");

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 31 March 2011 (the "**the Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Coombe Dean 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. 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. The Secretary of State and the Academy Trust 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.

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.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

..... *David Milke*
Duly authorised by the Secretary of State for Education
Date..... *7 May 2015*



EXECUTED as a deed by **COOMBE DEAN SCHOOL ACADEMY TRUST** acting by:

..... *[Signature]*
Director
Print name..... *HAND PAYNE*
Date.....

Witnessed by *E. Grant*

Full name
Address
Occupat

SCHEDULE 1

The following clauses shall be inserted into the Funding Agreement:

- 74A) *The Academy Trust must use GAG only for maintaining, carrying on, managing and developing the Academy in accordance with this Agreement, except where the Secretary of State has given specific consent for the Academy Trust to use GAG for another charitable purpose.***
- 74B) *In particular, the Academy Trust must not use GAG for:***
- a) education and training for adults who are not pupils of the Academy, other than staff professional development;***
 - b) nursery provision for which parents are charged a fee;***
 - c) nursery provision to children outside the Academy's age range in clause 17;***
 - d) Children's Centres; or***
 - e) any additional cost of providing sport and leisure facilities for a purpose not permitted in clause 74A.***