

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 18<sup>th</sup> day of July 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Alpha Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07755713, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 October 2011 as amended by a deed of variation on 21 July 2017 and 28 March 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Colchester County High School for Girls in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 1 September 2020 the Supplemental Funding Agreement shall be amended as follows:

- (a) in the Summary Sheet on page 4 of the Supplemental Funding Agreement, the capacity of 1,040 is replaced with a capacity of 1,260;
- (b) in the Summary Sheet on page 4 of the Supplemental Funding Agreement, the 240 sixth form number is replaced with a sixth form number of 300; and
- (c) clause 2.B is replaced with the following new clause 2.B:

"The planned capacity of the Academy is 1,260 in the age range of 11 to 18, including a sixth form of 300 places."

- 2.2 Except as varied by this Deed, the Supplemental 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:-

[Redacted signature]

Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by **Alpha Trust**, acting by:

[Redacted signature]

**Director**

In the presence of: [Redacted]

W Sign [Redacted]  
I Name [Redacted]  
T Address [Redacted]  
N Occupation [Redacted]  
E  
S  
S