

DARLINGTON – FILE/FA STORAGE

School Name	Ashton-on- Mersey School
URN	138123
LA	Trafford
Workplace file name (Naming protocol)	AshtononMersey_DOV_redactionsheet_2015
Key Documents (FA;SFA;MFA etc.)	DOV
Date School Opened	01/05/2012
Any known related files	

Iron Mountain File Ref	
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THE DEAN TRUST

**DEED OF VARIATION OF
OF THE
SUPPLEMENTAL FUNDING AGREEMENT
FOR
ASHTON-ON-MERSEY SCHOOL**

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) **THE DEAN TRUST** charitable company incorporated in England and Wales with registered company number 08027943 whose registered address is at Ashton-On-Mersey School, Cecil Avenue, Sale, Cheshire, M33 5BP (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a master funding agreement on 1st May 2012, (the "**Existing MFA**").
- B. The Parties entered into a supplementary funding agreement in respect of Ashton on Mersey School on 1 May 2012 (the "**Existing Ashton on Mersey SFA**").
- C. The Parties entered into a new Master Funding Agreement on or about the date of this Deed ("**New MFA**").
- D. The Parties have agreed to amend and re-state the terms of the Existing Ashton on Mersey SFA on the terms set out in 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 Existing MFA.
- 2. The Parties agree that with effect from the date of this Deed, the **Existing Ashton on Mersey SFA** shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 1 ("**Amended Ashton on Mersey SFA**"), such that the Amended Ashton on Mersey SFA shall be supplemental to, and subject to the terms of, the New MFA. For the avoidance of doubt, the Amended Ashton on Mersey SFA does not terminate or suspend the Existing Ashton on Mersey SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

- 3. 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.
- 4. 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

5. 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 above.

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 DEAN TRUST** acting by a director in the presence of a witness:

Director

Print name

Witnessed

Full name

Address ...

Occupation

