

**AVONBOURNE INTERNATIONAL BUSINESS AND ENTERPRISE ACADEMY  
TRUST**

**DEED OF VARIATION OF THE AVONBOURNE INTERNATIONAL  
BUSINESS AND ENTERPRISE COLLEGE FUNDING AGREEMENT**

**Dated** *29<sup>th</sup> September* **2015**

THIS DEED is made the <sup>29<sup>th</sup></sup> day of *September* 2015

**BETWEEN**

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Avonbourne International Business and Enterprise Academy Trust, a charitable company incorporated in England and Wales with registered company number 8080096 (the "**Company**").

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

**INTRODUCTION**

- A. The Parties entered into a funding agreement dated on 1 June 2012 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of the Avonbourne International Business and Enterprise College (the "**Academy**").
- B. The Parties entered into a Master Funding Agreement on 1 June 2012, (the "**Master Funding Agreement**") relating to the establishment, maintenance and funding of one or more Academies.
- C. The Parties have agreed to amend the terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. The Amended Supplemental Funding Agreement (as defined in clause 2.1 below) will operate pursuant to the Master 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 Master Funding Agreement.

**2. VARIATION OF THE FUNDING AGREEMENT**

- 2.1 The Secretary of State and the Company agree that with effect from the date of this Deed, the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed (the "**Amended Supplemental Funding Agreement**").
- 2.2 As varied by this Deed, the Funding Agreement shall remain in full force and effect.
- 2.3 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.

**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:- )  
)  
)

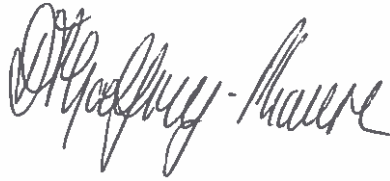
.....*David Milson*.....

Duly authorised by the **Secretary of State for Education**



**EXECUTED** as a deed by

**Avonbourne International Business and Enterprise Academy Trust**  
acting by:



**Director**

In the presence of:

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Sign



Name

JOANNE COX

Address

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## Schedule 1

### Amended Supplemental Funding Agreement

1. Clause 2.2 of the Funding Agreement shall be deleted and replaced with the following:

The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced and the Company shall in respect of the Academy, abide by the requirements of the current 16 to 19 Funding Guidance published by the Secretary of State and as amended from time to time, or such other guidance on 16 to 19 funding issued by the Secretary of State as may from time to time be applicable, in respect of any of its provision for persons who are above compulsory school age until the academic year in which they reach the age of 19.

2. Clause 2.4 of the Funding Agreement shall be deleted and replaced with the following:

The planned capacity of the Academy is 1538 in the age range 4-19 including a sixth form of 140 places and a nursery unit of 28 full time places.