

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 1 day of *may* 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Education Fellowship Trust (the "**Company**") incorporated in England and Wales with registered number 07848783, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 8 October 2012 (the "**Master Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties also entered into a funding agreement supplemental to the Master Funding Agreement (the "**Supplemental Funding Agreement**") regarding Thorplands Primary School ("**the Academy**") on or around 28th March 2013.
- C. On 1st March 2018 the Regional Schools Commissioner approved the Company's request to make a significant change ("**the Significant Change**") to the Academy by adding nursery capacity to the primary school from the age range of 4-11 to 2-11 with effect from 1st May 2018.
- D. As a result of the Significant Change 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.
- E. This Deed is supplemental to the Master Funding Agreement and 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 the date of this Deed the Supplemental Funding Agreement shall be amended as follows:
 - (a) Clause 2.2 shall read "The curriculum provided by the Academy to pupils up to the age of 11 shall be broad and balanced"; and
 - (b) Clause 2.5 shall read "The planned capacity of the Academy is 290 in the age range 2-11 and will subject to Clause 2.3B operate designated reserved provision for pupils with special educational needs (SEN Unit or Resourced provision) for up to 4 planned places for pupils with speech,

language and communication difficulties in the age range 4-11".

2.2 Except as varied by this Deed, the Master Funding Agreement and 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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by The Education Fellowship Trust, acting by:-



Director

In the presence of:

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