

Dated 16 DECEMBER 2015

Secretary of State for Education

and

The Education Village Academy Trust

Deed of Variation

This Deed is dated

19th December

2015

Between

(1) **The Secretary of State for Education** ("the **Secretary of State**"),

and

(2) **The Education Village Academy Trust**, a charitable company incorporated in England and Wales with registered number 7748248 ("the **Academy Trust**")

together referred to as the "Parties"

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated 19 August 2013 ("the **Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Marchbank Free School.

B. The Parties now wish to vary the terms of the Funding Agreement on the terms set out in this Deed.

LEGAL AGREEMENT

1. **Interpretation**

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.

2. **Variation of Funding Agreement**

2.1. The Parties agree that, with effect from 1 January 2016, the Funding Agreement shall be amended in accordance with the Schedule to this Deed.

2.2. Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. **Governing Law and Jurisdiction**

3.1. This Deed, and any dispute or claim arising out of or in connection with 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.

3.2. 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).

4. **Third Party Rights**

4.1. No term of this Deed is intended to give any entitlement as against a Party to any person who is not a Party.

4.2. No term of this Deed may be enforced by any person other than a Party under the Contracts (Rights of Third Parties) Act 1999.

5. **Entire Agreement**

This Deed contains all the terms which the Parties have agreed in relation to the subject matter of this Deed.

6. **Counterparts**

This Deed may be executed in any number of counterparts and by the Parties 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.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 18th day of DECEMBER 2015

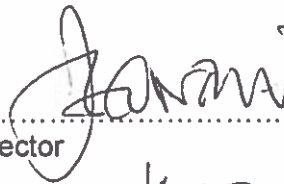
The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



.....
Duly Authorised by the Secretary of State for Education



Executed on behalf of The Education Village Academy Trust



.....
Director

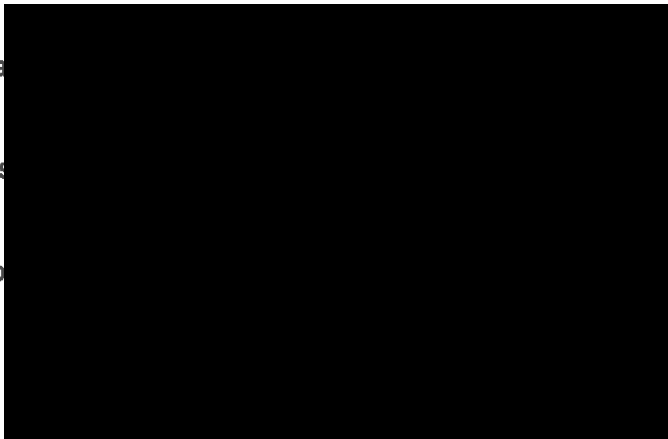
Print name JAMES O'NEILL.....

Witnessed by RGTTH.....

Full name

Address

Occupation



Schedule

Amendments to the Funding Agreement

1. References to the postcode of the Academy in the definitions of "**the Academy**" and "**the Land**" in Clause 1.2 of the Funding Agreement shall be deleted and replaced with "DL3 9BL".
2. Clause 2.6 of the Funding Agreement shall be deleted and replaced with:
 - 2.6 The planned number of places at the Academy for pupils with a statement of SEN or a EHC plan is 42 places in the age range 5-11.