

## **DEED OF VARIATION**

The parties to this Deed are:

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

- and -

(2) The Active Learning Trust Limited, a charitable company incorporated in England and Wales with registered number 7903002 ("the Academy").

together referred to as the "Parties"

### **INTRODUCTION**

A. The Parties entered into a supplemental funding agreement dated 29<sup>th</sup> July 2013 ("the Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Westwood Primary School.

B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

### **LEGAL AGREEMENT**

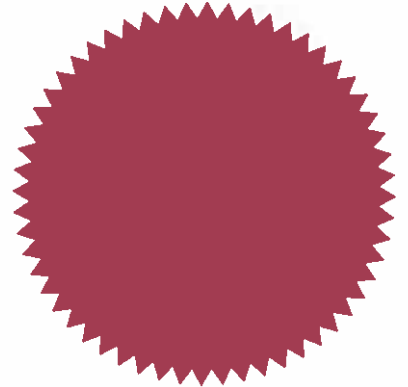
1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the \_\_\_\_\_ day  
of \_\_\_\_\_ 2016

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

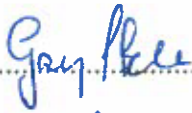


.....  
Duly Authorised by the Secretary of State for Education



The Active Learning Trust  
Limited

acting by

.....  
Director   
Print name..... GARY PEAVE.....

Witnessed by 

Full name..... JIMIE ROBSON.....

Address.....

Occupation.....

## **Schedule 1**

### **Amendments to the Funding Agreement**

1. Clause 2.5 shall be deleted and replaced as follows: "The planned capacity of the Academy is 210 in the age range 2-11, and a 52 place part-time nursery."