

**DATED** 31<sup>ST</sup> August **2016**

**THE SECRETARY OF STATE FOR EDUCATION** (1)

and

**THE DIOCESE OF CANTERBURY ACADEMIES TRUST** (2)

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**DEED OF VARIATION**  
**relating to a Funding Agreement**  
**dated 25 June 2015 for Reculver Church of**  
**England Primary School**

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**THIS DEED OF VARIATION** is made on 2016 31<sup>ST</sup> August

**BETWEEN:**

(1) The Secretary of State for Education ("**Secretary of State**");

and

(2) The Diocese of Canterbury Academies Trust, a charitable company incorporated in England and Wales with registered number 09035788 ("**Company**") and having its registered office at Diocesan House, Lady Woottons Green, Canterbury, CT1 1NQ

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

**INTRODUCTION:**

(A) The Parties entered into a funding agreement dated 25 June 2015 ("**Funding Agreement**"), a copy of which is contained in Schedule 2, relating to the establishment, maintenance and funding of a school known as Reculver Church of England 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.

**IT IS AGREED** as follows:

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.
2. As varied by this Deed, the Funding Agreement shall remain in full force and effect.
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.

**GOVERNING LAW AND JURISDICTION**

4. 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.

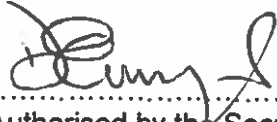
5. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

#### **COUNTERPARTS**

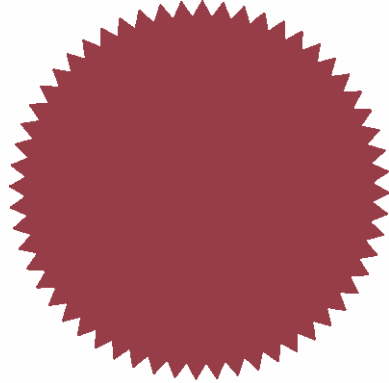
6. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

EXECUTED AND DELIVERED AS A DEED by the parties on 31<sup>ST</sup> Aug 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



EXECUTED as a deed by  
The Diocese of Canterbury  
Academies Trust acting by:

  
.....  
Director

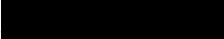
Print name. MRS HAYLEY PORTER-ASLETT

In the presence of a

Witness   
Signature

Witness Full name. ANN ELIZABETH WILES

Witness Address. 

Witness Occupation.  .....

## **SCHEDULE 1**

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

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

"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 15 planned places for pupils with visual impairment and/or Cognition & Learning Needs in the age range 5 to 11."