

EGGBUCKLAND COMMUNITY COLLEGE ACADEMY TRUST

DEED OF VARIATION  
OF FUNDING AGREEMENT

19 February 2015

The Parties to this Deed are:

(1) **The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Secretary of State");**

- and -

(2) **Eggbuckland Community College Academy Trust** a charitable company incorporated in England and Wales with registered number 8603078 of Eggbuckland Community College, Westcott Close, Eggbuckland, Plymouth, Devon, PL6 5YB ("**the Company**")

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

## **INTRODUCTION**

- A. The Parties have entered into a funding agreement on 1 September 2013 a copy of which is contained in Schedule 1, (the "**Existing FA**").
- B. The Parties have agreed to amend and re-state the terms of the Existing FA for Eggbuckland Community College ("**Eggbuckland**"), in accordance with the terms of this Deed to form a multi academy trust, this being for the purpose of sponsoring Austin Farm Primary School ("**Austin Farm**"), which is currently a maintained school.
- C. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the **Master Funding Agreement** (as defined below) and any agreement entered into between the parties which is supplemental to it.

## **LEGAL AGREEMENT**

- 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 (as defined in clause 2 below). For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing FA shall be amended and re-stated in the form of the Master Funding Agreement (the "**Master Funding Agreement**") and Supplemental Funding Agreements (the "**Supplemental Funding Agreement**") contained in Schedules 2, 3 and 4.

## **GOVERNING LAW AND JURISDICTION**

- 3. 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.
- 4. 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**

- 5. 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 last date listed below.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:- )  
)  
)



Duly authorised by the Secretary of State for Education

Date... 19 February 2015 .....

EXECUTED as a deed by  
**EGGBUCKLAND  
COMMUNITY COLLEGE  
ACADEMY TRUST** acting by:

.....  
Director .....  
Print name.....  
Date.....  
Witnessed by .....  
*Signature*  
Full name.. ..

Address

Occupation

**Schedule 1**

**Existing FA**

**Schedule 2**

**Master Funding Agreement**

**Schedule 3**

**Supplemental Funding Agreement – Eggbuckland**

**Schedule 4**

**Supplemental Funding Agreement – Austin Farm**

