

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 23<sup>rd</sup> day of October 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The South West Essex Community Education Trust Limited, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07693309, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 29 March 2017 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Marshalls Park Academy.
- B. 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.
- C. This Deed is supplemental to 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed, Clause 2.B of the Supplemental Funding Agreement shall be amended and replaced with the following:
  - 2.B The planned capacity of the Academy is 1200 in the age range 11-16. The Academy will be an all ability inclusive school.
- 2.2 Except as varied by this Deed, the 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:- )  
)  
)

[Redacted Signature]

Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by **South West Essex Community Education Trust Limited**, acting by:

[Redacted Signature]

**Director**

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