

**DEED OF VARIATION TO THE FUNDING AGREEMENT FOR ABBOTS GREEN
PRIMARY ACADEMY**

THIS DEED is made the 12 day of February 2020

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Unity Schools Partnership, a company limited by guarantee incorporated in England and Wales with registered number 07400386, of Unity Schools Partnership Offices, Park Road, Haverhill, Suffolk, England, CB9 7YD (the "**Academy Trust**");

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 27 March 2018 (the "**Funding Agreement**"), relating to the establishment, maintenance and funding of an academy known as Abbots Green Primary Academy (the "**Academy**").
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

- 2.1.1 The "Age range" figure in the "Summary Sheet" on page 4 of the Funding Agreement shall be deleted and replaced as follows:

Age range	2-11
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- 2.1.2 The "Capacity number" figure in the "Summary Sheet" on page 4 of the Funding Agreement shall be deleted and replaced as follows:

Capacity number	525
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2.1.3 Clause 2.B of the Funding Agreement shall be deleted and replaced as follows:

“The planned capacity of the Academy is 525 in the age range 4-11, and the age range of the Academy is 2-11. The Academy will be an all ability inclusive school.”

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 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

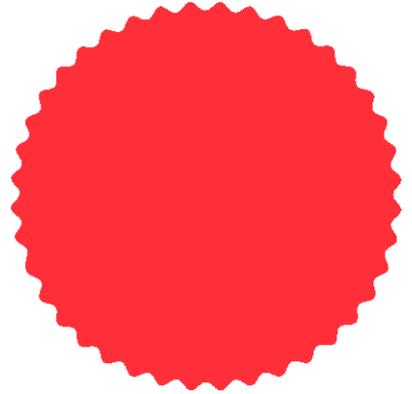
This Deed may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-)
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)

[Redacted signature]

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



EXECUTED as a deed by **UNITY SCHOOLS PARTNERSHIP**, acting by:

[Redacted signature]

Director

In the presence of:

W
I
T
N
E
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Sign..... [Redacted signature]

Address..... [Redacted address]

Occupation..... [Redacted occupation]