

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 13 day of June 2019

BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P (the "**Secretary of State**"); and
 - 2) **Midsomer Norton Schools Partnership**, a charitable company incorporated in England and Wales with registered company number **0736778**, whose registered office is Norton Hill Academy Charlton Road Midsomer Norton Radstock BA3 4AD (the "**Company**"),
- Together the "**Parties**")

INTRODUCTION

- A. Shoscombe Church School is an academy within the meaning of the Academies Act 2010 (the "**School**") and is currently operated by the Company.
- B. The Parties entered into a supplemental funding agreement executed as a deed on 1 December 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of the School in accordance with the Supplemental Funding Agreement.
- C. 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.
- D. 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 the Supplemental Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 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 of claims), shall be governed by and construed in accordance with English law.

4. Counterparts

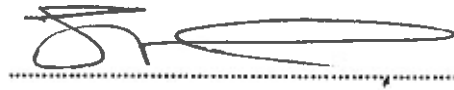
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

EXECUTED as a deed by the Company,

Acting by:

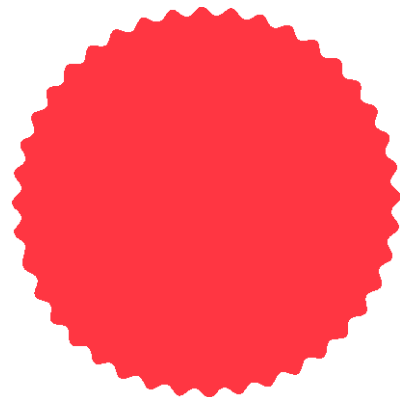


Director

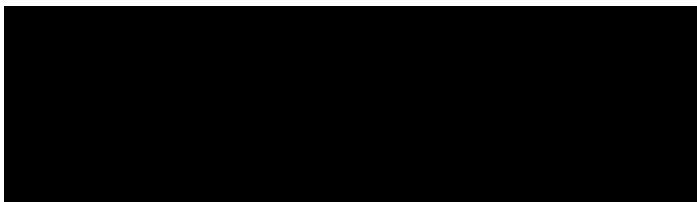


Director/Secretary

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



Schedule 1

- 1. The Age Range in the Summary Sheet of the Supplemental Funding Agreement shall be replaced with "3 -11"**

- 2. Paragraph 2.B of the Supplemental Funding Agreement shall be replaced with the following new paragraph 2.B:**

"The planned capacity of the Academy is 120 in the age range 3 -11. The Academy will be an all ability inclusive school"