

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 28 day of MARCH 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) An Daras Multi Academy Trust, a charitable company incorporated in England and Wales with registered number 08156955, whose registered address is Roydon Road, Launceston, Cornwall PL15 8HL (the "**Company**")

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a Supplemental funding agreement on 1 May 2016 relating to the establishment, maintenance and funding of St Catherine's CofE Primary School (the "**Funding Agreement**")
- 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

- 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 Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 31 March 2018 the Funding Agreement shall be amended as follows:
 - 2.1.1 In Clause 2.B the wording "The planned capacity of the Academy is 210 in the age range 3 – 11 plus a nursery of 52 full time equivalent places." shall be deleted and replaced with the following wording "The planned capacity of the Academy is 210 in the age range 2 – 11 plus a nursery of 52 full time equivalent places."
 - 2.1.2 The Summary Sheet shall also be amended by deleting the age range 3 – 11 and replacing it with the age range 2 – 11.
- 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

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:-)

Mambrak

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



EXECUTED as a deed by An Daras Multi Academy Trust acting by:

[Handwritten Signature]
.....

Director

In the presence of:

W I T N E S S
Sign *[Handwritten Signature]*
Name DEBORAH SAUNDERS.
Address 5 CARRISBROOKE WAY,
WATCHBROOK, SAUTASH,
PUZZAUX.
Occupation MAT IMPROVEMENT/TEACHER.