

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of *07 September* 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Community Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07472736, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 31 January 2011 (as varied on 10 December 2013) (the "**Existing Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of the Polesworth School in accordance with the Master Funding Agreement dated 23 March 2016.
- B. The Parties now wish to vary and amend certain terms and conditions of the Existing Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Existing 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 Existing Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

Clause 2.5 shall be replaced with the following clause:

2.5 The capacity of the Academy is 1,541 in the age range 11-18, including a sixth form of 350 places.

- 2.2 Except as varied by this Deed, the Existing Supplement 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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Community Academies Trust**, acting by:


.....
Director


.....
Director/Secretary