

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 23 day of MAY 2022

BETWEEN

1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

2) **Chulmleigh Academy Trust**, a charitable company incorporated in England and Wales with registered company number **07697698** whose registered address is at Chulmleigh Community College, Chulmleigh, Devon EX18 7AA (the "**Company**"),

together referred to as the "**Parties**".

INTRODUCTION

A. The Parties entered into:

(i) a funding agreement in respect of East Worlington Primary School dated 27 August 2021 (the **East Worlington Primary School Funding Agreement**) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement;

(ii) a funding agreement in respect of Lapford Community Primary School dated 27 August 2021 (the **Lapford Community Primary School Funding Agreement**) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement; and

(iii) a funding agreement in respect of Chulmleigh Primary School dated 27 August 2021 (the **Chulmleigh Primary School Funding Agreement**) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreements;

together, the "**Funding Agreements**".

B. The Parties now wish to vary and amend certain terms and conditions of each of the Funding Agreements in accordance with the terms of this Deed.

C. This Deed is supplemental to each of the Funding Agreements.

INTERPRETATION

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 Agreements.

VARIATION OF THE FUNDING AGREEMENTS

2. The Parties agree that with effect from the date of this Deed the East Worlington Primary School Funding Agreement shall be amended as follows:
 - 2.1 The Summary Sheet entry for "Date of Master Funding Agreement" will be amended to read " 23 MAY 2022"; and
 - 2.2 Clause 1.A will be deleted and replaced as follows:

"This Agreement made between the Secretary of State for Education and Chulmleigh Academy Trust is supplemental to the master funding agreement made between the same parties and dated 23 MAY 2022 (the "Master Agreement")."
3. The Parties agree that with effect from the date of this Deed the Lapford Community Primary School Funding Agreement shall be amended as follows:
 - 3.1 The Summary Sheet entry for "Date of Master Funding Agreement" will be amended to read " 23 MAY 2022"; and
 - 3.2 Clause 1.A will be deleted and replaced as follows:

"This Agreement made between the Secretary of State for Education and Chulmleigh Academy Trust is supplemental to the master funding agreement made between the same parties and dated 23 MAY 2022 (the "Master Agreement")."
4. The Parties agree that with effect from the date of this Deed the Chulmleigh Primary School Funding Agreement shall be amended as follows:
 - 3.3 The Summary Sheet entry for "Date of Master Funding Agreement" will be amended to read " 23 MAY 2022"; and
 - 3.4 Clause 1.A will be deleted and replaced as follows:

"This Agreement made between the Secretary of State for Education and Chulmleigh Academy Trust is supplemental to the master funding agreement made between the same parties and dated 23 MAY 2022 (the "Master Agreement")."
5. Except as varied by this Deed, the Funding Agreements shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

6. 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.
7. 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).

COUNTERPARTS

8. 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:-)



MM
..... MATTHEW MAIN

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
Chulmleigh Academy Trust,
acting by: Michael Johnson

DocuSigned by:
Michael Johnson
0084543051E84A3.....

Director

In the presence of:

W Sign
I *Neil Payne*
T Name
7F3E546437A043E
N Neil Payne

E Address
S Cawsand View, Taw Green, Okehampton
S EX20 2LU
S Occupation
Deputy Headteacher