

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 15<sup>th</sup> July 2013

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Conisbrough Ivanhoe Primary Academy, (the "**Company**") [a charitable company incorporated in England and Wales, with registered number 78255848 together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 11 July 2011 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with 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 Funding Agreement

- 2.1 The Parties agree that with effect from the date of this Deed the wording of clause 17) will now read **The planned capacity of the Academy is 280 in the range 3-11 and a nursery unit of 52 places. The Academy will be an all ability inclusive school whose requirements for:**

- a) the admission of pupils to the Academy are set out in Annex B to this agreement;
- b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this agreement;
- c) pupil exclusions are set out in Annex D to this agreement.

- 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:- )  
)  
)



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

**EXECUTED** as a deed by acting by:

.....  
**Director**

.....  
**Director/Secretary**

**OR**

**EXECUTED** as a deed by acting by:

.....

**Director**

In the presence of: