

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) Link Academy Trust, (the "Company") a company incorporated in England and Wales with registered number 10049068, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 29 March 2016 (the "Funding Agreement") relating to the establishment, maintenance and funding of an Academy known as Harbertonford CofE Primary School 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 Funding Agreement shall be amended as follows:

The capacity of the academy in the original SFA is 90 and the age range 4-11. It is now changing to 90 plus 24 full time equivalent nursery places, in the age range of the Academy is 2 -11. Please change the capacity as per the SFA.

The following amendments need to be made to the summary sheet:

Capacity number: 90 plus 24 full time equivalent nursery places

Age range: 2 - 11

Clause 2B of the Supplemental Funding Agreement shall be amended to read;

"The planned capacity of the Academy is 90 plus 24 full time equivalent nursery places, in the age range of the Academy is 2 -11. The Academy will be an all ability inclusive school."

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.