

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 28 day of June 2019

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Newcastle East mixed multi Academy Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 10561094, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a deed of variation dated on or about 21 August 2018 to vary the supplemental funding agreement dated on or about 29 March 2017 (the “**Supplemental Funding Agreement**”) relating to the establishment, maintenance and funding of West Walker Primary School (the “**Academy**”) in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the 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 Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

2.1.1 Page 4, Summary Sheet is varied to read as follows:

Capacity number	280 places plus 26 FTE nursery places plus 8 FTE places for two year olds and 6 ARC places
Age range	2-11 years

2.1.2 Clause 2.B is varied to read as follows:

The planned capacity of the Academy is 280 places plus 26 FTE nursery places, plus 8 FTE places for two year olds. The age range is 2-11. The Academy will be an all ability inclusive school.

- 2.2 Except as varied by this Deed, the Supplemental 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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K. M. Theobald
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Duly authorised by the Secretary of State for Education

EXECUTED as a deed by Newcastle East mixed multi Academy Trust, acting by:

[Signature]
.....
Director



In the presence of:

W I T N E S S	Sign	<i>N Robinson</i>
	Name	<i>Nicola Robinson</i>
	Address	<i>Heaton Centre, Trewhitt Road, Newcastle upon Tyne, NE6 5DY</i>
	Occupation	<i>Administration Assistant</i>