

**EDEN PARK PRIMARY ACADEMY**

**DEED OF VARIATION**

**BETWEEN**

**THE SECRETARY OF STATE FOR EDUCATION**

**AND**

**EDEN PARK PRIMARY ACADEMY**

**AMENDING THE FUNDING AGREEMENT**

## **BACKGROUND**

- (A) The Secretary of State for Education and Eden Park Primary School Academy a charitable company incorporated in England and Wales with registered company number 07668923 ("Academy Trust") entered into a Funding Agreement on 30 June 2011("the Funding Agreement").
- (B) The Secretary of State and the Academy Trust have agreed to amend the Funding Agreement in the manner set out in Clause 2a) of this Deed.

## **OPERATIVE PART**

### **1) INTERPRETATION**

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**

- a) With effect from the date of this Deed the Secretary of State and the Academy Trust agree that clauses 17 of the Funding Agreement shall be replaced with the following:

17) The age range of the Academy is 2-11 years of age with a planned capacity of 420 pupils aged 4-11 years of age and a nursery unit of 26 FTE (Full Time Equivalent) 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 ou in Annex C to this Agreement;
  - c) pupil exclusions are set out in Annex D to this Agreement.
- b) Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

### **3) COUNTERPARTS**

This Deed may be executed in any number of counterparts (but shall not be effective until each party has executed at least one counterpart), each of which, when executed, shall be an original and which together shall have the same effect as if each party had executed the same document.

4) **GOVERNING LAW AND JURISDICTION**

- a) This Deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- b) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

This Agreement was executed as a Deed on *23<sup>rd</sup> September* 2014

Executed on behalf of Eden Park Primary Academy by

*Khi*  
.....  
**Director**

In the presence of: *[Signature]*

Witness.  
Address.  
Occupat



The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

*David McVea*  
.....

**Duly Authorised**



