

**DEED OF VARIATION TO THE FUNDING AGREEMENT**

THIS DEED is made the 1 day of JUNE 2016

**BETWEEN**

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Blyth Quays Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 08428466  
  
(together the "**Parties**").

**INTRODUCTION**

- A. The Parties entered into a master funding agreement ("the **Master Funding Agreement**") on 1 June 2013 relating to the establishment, maintenance and funding of one or more academies.
- B. The Parties entered into supplemental funding agreements ("the **Supplemental Funding Agreements**") on 1 June 2013 relating to the establishment, maintenance and funding of Croftway Primary School, Malvin's Close Primary School and Morpeth Road Primary School.
- C. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreements in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Master Funding Agreement and the Supplemental Funding Agreements.

**IT IS AGREED**

**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 Master Funding Agreement.

Multi Academy Model  
Mainstream

**2. Variation**

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreements shall be amended and restated so as to take effect in the form set out in the Schedule to this Deed.
- 2.2 Except as varied by this Deed, the Master Funding Agreement and the Supplemental Funding Agreements 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.

Multi Academy Model  
Mainstream

EXECUTED as a deed by affixing the corporate seal )  
of THE SECRETARY OF STATE FOR EDUCATION )  
authenticated by:- )

*[Handwritten signature]*  
.....

Duly authorised by the SECRETARY OF STATE FOR EDUCATION

Date *1/6/16* .....

EXECUTED as a deed by THE  
BLYTH QUAYS TRUST acting by  
one director in the presence of a  
witness:



Director *Jan* .....

Print name *A M James* .....

Date *2/5/2016* .....

Witness *D. Houghton* .....

Print name *DIANE HOUGHTON* .....

Address



Occupation..



Multi Academy Model  
Mainstream

**Schedule**

**Amendments to the Supplemental Funding Agreements**

1. The definition of "the Academy" in clause 1.2 of the Supplemental Funding Agreement relating to Croftway Primary School shall be deleted and replaced by the following definition:

*"the Academy" means the academy established at William Street, Blyth, Northumberland, NE24 2HP and known as Croftway Primary Academy.*

2. The definition of "the Academy" in clause 1.2 of the Supplemental Funding Agreement relating to Malvin's Close Primary School shall be deleted and replaced by the following definition:

*"the Academy" means the academy established at Albion Way, Blyth, Northumberland, NE24 5BL and known as Malvin's Close Primary Academy.*

3. The definition of "the Academy" in clause 1.2 of the Supplemental Funding Agreement relating to Morpeth Road Primary School shall be deleted and replaced by the following definition:

*"the Academy" means the academy established at Bates Avenue, Blyth, Northumberland, NE24 5TQ and known as Morpeth Road Primary Academy.*