

DATED 15 March 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

THE LEARNING ACADEMY TRUST (2)

DEED OF VARIATION

relating to the
Supplemental Funding Agreement
for
St Newlyn East Learning Academy

THIS DEED is made the 15 day of March 2019

BETWEEN

- 1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **THE LEARNING ACADEMY TRUST** a charitable company incorporated in England and Wales with registered number 07394649 whose registered address is at Trenance Learning Academy, Trenance Road, Newquay, Cornwall, TR7 2LU (the "**Company**");

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 28 August 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an academy known as St Newlyn East Learning 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

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:

Clause 2.5 shall be deleted and replaced with "*The planned capacity is 210 in age range 4-11*"

2.2 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

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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Duly authorised by **THE SECRETARY OF STATE FOR EDUCATION**

EXECUTED as a deed by
THE LEARNING ACADEMY TRUST
acting by:


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Director

In the presence of:

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