

WHITBURN CHURCH OF ENGLAND ACADEMY

**DEED OF VARIATION
OF FUNDING AGREEMENT**

EXECUTED AND DELIVERED AS A DEED by the Parties on the 14 day of DECEMBER 2015

The parties to this Deed are:

(1) The Secretary of State for Education ("**the Secretary of State**"),

- and -

(2) Whitburn Church of England Academy, a charitable company incorporated in England and Wales with registered number 7465520 ("**the Academy**"),

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 20 December 2010 ("**the Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Whitburn Church of England Academy.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
5. 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 or formation (including non-contractual disputes or claims).

COUNTERPARTS

6. 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.

Schedule 1

Amendments to the Funding Agreement

1. The first sentence of Clause 17 of the Funding Agreement shall be deleted and replaced with:

“The planned capacity of the Academy is 1255 in the age range 11-18 including a sixth form of 280 places.”

2. The wording of Clause 22 of the Funding Agreement shall be deleted and replaced with:

“The curriculum provided by the Academy to pupils up to the age of 18 shall be broad and balanced with an emphasis in its secondary curriculum on Maths and Computing.”

3. The wording of Clause 52.2 of the Funding Agreement shall be deleted and replaced with:

“the total number of pupils as measured in the Schools Census for the preceding January is 90% or more of the planned final size of the Academy, which is 1255; and”