

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the *18* day of *December* 2018

BETWEEN

- 1) **The Secretary of State for Education** (the "**Secretary of State**"); and
- 2) **Prospere Learning Trust** (the "**Company**") a charitable company incorporated in England and Wales with registered number 10872612, together the "**Parties**".

INTRODUCTION

- A. Further to a Deed of Novation and Variation dated 25 August 2017 the Parties entered into a funding agreement (the "**Funding Agreement**") relating to the maintenance and funding of Newall Green High School 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

- 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 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:

- 2.1.1 Clause 2.B shall be deleted and replaced with the following:

2.B The planned capacity of the Academy is 900 in the age range 11 - 16, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.

- 2.1.2 Clause 2.C shall be deleted and replaced with the following:

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with Autistic Spectrum Disorder and/or Specific Language Impairment in the age range 11 - 16.

- 2.1.3 The definition of "Land" under the heading 'Freehold land' at the start of clause 4 shall be deleted and replaced with the following:

"**Land**" means, in relation to clauses 4.A to 4.I, the freehold land at Newall Green High School, Greenbrow Road, Manchester M23 2SX, being part of the land registered with title number MAN245682, which is to be the permanent site of the Academy.

2.2 Except 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

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.

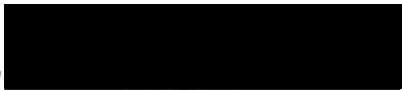
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Prospere Learning Trust** acting by:



.....
Director

In the presence of:

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I
T
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Sign [Redacted]

Name [Redacted]

Address [Redacted]

Occupation *SCHOOL BUSINESS MANAGER*