

DATED

2017

THE SECRETARY OF STATE FOR EDUCATION

(1)

and

EMLC ACADEMY TRUST

(2)

DEED OF VARIATION

of

SUPPLEMENTAL FUNDING AGREEMENT

for

ORCHARD ACADEMY

DEED OF VARIATION OF SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 2017

BETWEEN:

- 1) The Secretary of State for Education ("**Secretary of State**"); and;
- 2) EMLC Academy Trust ("**Company**"), a charitable company incorporated in England and Wales with registered number 08149829;

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

INTRODUCTION

- A. The Parties entered into a master funding agreement on 22 August 2012 as subsequently varied by way of a deed of variation on 19 December 2013 ("**Master Funding Agreement**") relating to the operation of a multi academy trust.
- B. The Parties entered into a supplemental funding agreement on 22 August 2012 ("**Supplemental Funding Agreement**") relating to the operation, maintenance and funding of Orchard Academy with effect from 1 September 2012.
- C. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Master Funding Agreement and Supplemental 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 Master Funding Agreement and Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.1 Clause 2.5 of the Supplemental Funding Agreement shall be deleted and replaced with:

"2.5 The planned capacity of the Academy is 254 until 31 August 2017 and 480 from 1 September 2017 in the age range 7 to 11."

2.2 Except as varied by this Deed, the Master Funding Agreement and Supplemental 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.

EXECUTED AND DELIVERED AS A DEED by the Parties on the day of
..... 2017

The Corporate Seal of the **SECRETARY OF STATE FOR EDUCATION** hereunto affixed is authenticated by:

.....

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

EMLC ACADEMY TRUST acting by two Directors or
a Director and the Company Secretary:

Marshall

DIRECTOR

JAN MARSHALL

(Print Name)

Shela C

DIRECTOR/SECRETARY

MRS SHEILA COWLEY

(Print Name)