

THE SECRETARY OF STATE FOR EDUCATION (1)

and

EASTERN LEARNING ALLIANCE (2)

DEED OF VARIATION

relating to the supplemental funding agreement for
Chesterton Community College

EENEL – Chesterton Community School – DoV

2.1.2 Clause 2.B of the Funding Agreement shall be deleted in its entirety and replaced with a new clause 2.B as follows:

The planned capacity of the Academy is 1,100 in the age range 11 to 18 including a sixth form of 200 places. The Academy will be an all ability inclusive school.

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: /)



Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
Eastern Learning Alliance,
acting by:



Director

In the presence of:

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Sign [REDACTED]

Name [REDACTED]

Address [REDACTED]

Occupation [REDACTED]