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

### BETWEEN

- 1) THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Secretary of State"); and
- EASTERN LEARNING ALLIANCE a charitable company incorporated in England and Wales with registered number 07899393, whose registered address is Impington Village College New Road, Impington, Cambridge, Cambridgeshire, CB24 9LX, (the "Company")

Together referred to as the "Parties".

### INTRODUCTION

- A. Chesterton Community College is an academy within the meaning of the Academies Act 2010 ("the **Academy"**) and is currently operated by the Company (a multi academy trust).
- B. The Secretary of State and Cambridgeshire Educational Trust (then known as Chesterton Community College company number 07665396) entered into a funding agreement for the maintenance and funding of the Academy on 1 July 2011, which was varied by deeds of variation dated 12 April 2013 and 3 July 2017, and subsequently further varied and novated from Cambridgeshire Educational Trust to the Company (then known as 'Morris Education Trust') by a Deed of Novation and Variation dated 25 August 2020 (the "Funding Agreement").
- C. The Parties now wish to further vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. 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 1 September 2022 the Funding Agreement shall be amended as follows:
- 2.1.1 The "Age range" entry in the Summary Sheet on page 4 of the Funding Agreement shall be amended as follows:

1-18
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## **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.

<b>EXECUTED</b> as a deed by affixing the corporate	)
seal of the Secretary of State for Education	)
authenticated by:-/	)

Duly authorised by the Secfetary of State for Education

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

### Director

In the presence of:

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W Sign
I
T Name
N
E Address
S Occupation