

**DEED OF VARIATION TO THE FUNDING AGREEMENT FOR COX GREEN
SCHOOL**

THIS DEED is made the 31 day of July 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Cox Green School, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07831255, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on 1 December 2011 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy 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:

- (a) that clause 17 be deleted and replaced with the following new clause 17:

"The planned capacity of the Academy is 1,270 in the age range 11 to 18, including a sixth form of 200 places. The Academy will be an all ability inclusive school whose requirements for:

- a) *the admission of pupils to the Academy are set out in Annex B to this Agreement;*
- b) *the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;*
- c) *pupil exclusions are set out in Annex D to this Agreement."*

- (b) that clause 46 be deleted and replaced with the following new clause 46:

"For the purpose of clause 45, the conditions are:

- a) *all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and*

- b) *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 1,270.*
- c) *The Secretary of State has determined that the basis shall be as provided for in Clause 51."*

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).

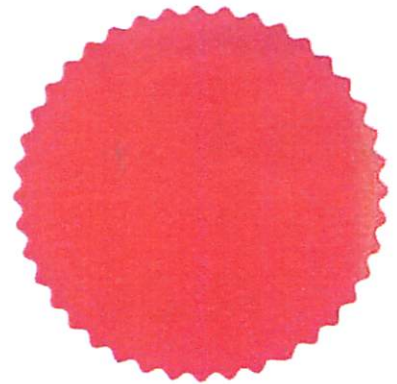
4. Counterparts

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 **Cox Green School**, acting by:

.....
.....

Director

In the presence of:

Witness signature: *gbe*

Witness name: **ELWYNETH EDWARDS**

Witness address: **ADELAIDE HOUSE, GAS LANE, MAIDENHEAD . SLG 1UX**

Witness occupation: **FINANCE OFFICER**