

## DEED OF VARIATION TO THE FUNDING AGREEMENT

**THIS DEED** is made the                      day of                      January 29th 2024

### **BETWEEN**

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the “**Secretary of State**”) and
- 2) Fylde Coast Academy Trust, a charitable company incorporated in England and Wales with registered company number 08364709 whose registered address is at Mereside Primary Academy, Langdale Road, Blackpool, England, FY4 4RR (the “**Company**”)

together the “**Parties**”.

### **INTRODUCTION**

- A. The Parties have entered into a supplemental funding agreement dated 27 August 2014, which they have amended by deed of variations dated 20 December 2016, 22 July 2022 and 2 November 2023 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Mereside Primary 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**

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 ‘Yes’ opposite ‘SEN unit / Resource provision’ in the Summary Sheet on page 4 shall be deleted and replaced by ‘No’.

2.1.2 The row which begins ‘2.C, 2.D’ in the table on page 5 shall be deleted and replaced by the following.

|          |   |  |   |
|----------|---|--|---|
| 2.C, 2.D | Only applies where the Academy has an SEN unit or Resourced Provision |  | X |
|----------|---|--|---|

2.1.3 Clause 2.C shall be deleted and replaced by the following.

2.C     Not used.

2.1.4 Clause 2.D shall be deleted and replaced by the following.

2.D Not used

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 **Fylde Coast Academy Trust**, acting by:

.....  
**Director**

In the presence of:

W Sign  
I  
T Name  
N  
E Address  
S  
S Occupation