

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 02 day of November 2023

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State") and
- 2) Fylde Coast Academy Trust (the "Company") a charitable company incorporated in England and Wales with registered number 08364709 whose registered office is at Mereside Primary Academy, Langdale Road, Blackpool, England, FY4 4RR,

together the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement in respect of Westcliff Primary Academy (the "Academy") by way of a deed of novation and variation dated 30 August 2016, which supplemental funding agreement they have amended by a deed of variation dated 20 December 2016 and a further deed of variation dated 22 July 2022 (the "Funding Agreement") relating to the establishment, maintenance and funding of the 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.

- 2.1.1 The Age range (including nursery provision where the nursery is part of the school) of 3-11 in the Summary Sheet on page 4 shall be deleted and replaced by an Age range (including nursery provision where the nursery is part of the school) of 2-11.

- 2.1.2 Clause 2.B shall be deleted and replaced by the following.

The planned capacity of the Academy is 210 and the age range is 2-11, plus nursery provision of 26 places. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order

to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex 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:-)
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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