

**DEED OF VARIATION
OF THE
FUNDING AGREEMENT
FOR**

CHERITON BISHOP COMMUNITY PRIMARY SCHOOL

The Parties to this Deed are:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- (2) **LINK ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 10049068 whose registered address is at Landscope C of E Primary School, Landscope, Ashburton, Newton Abbot, Devon, England, TQ13 7LY (the "**Company**"),

together referred to as the "**Parties**".

INTRODUCTION

- A. Cheriton Bishop Community Primary School is an academy within the meaning of the Academies Act 2010 and is currently operated by the Company (a multi-academy trust) the "**Academy**".
- B. The Parties entered into a Supplemental Funding Agreement in respect of Cheriton Bishop Community Primary School on 27 February 2018 a copy of which is contained in Schedule 1 (the "**Existing SFA**").
- C. The Parties wish to vary the terms of the Existing SFA subject to the provisions of this Deed.

LEGAL AGREEMENT

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 Amended Master Funding Agreement (as defined in clause 3 below).

VARIATION

2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing SFA shall be amended and re-stated in the form of the amended Cheriton Bishop Community Primary School Supplemental Funding Agreement set out in Schedule 2 (the "**Amended SFA**").

GOVERNING LAW

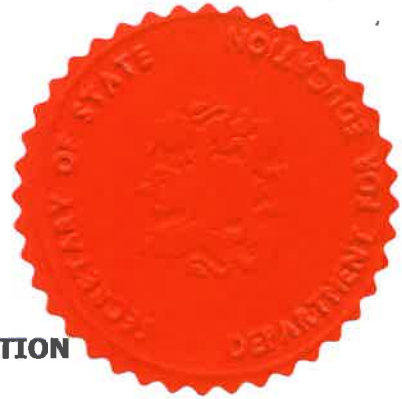
3. This Deed shall be governed by and interpreted in accordance with English law.
4. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).

COUNTERPARTS

5. 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 last date listed below.

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**

Date 22/10/2019

EXECUTED as a deed by
LINK ACADEMY TRUST
acting by one director in the presence of a
witness:

Director 
Print name N. J. SUNFORDS
Date 3/10/19

Witness 
Print name Mr. MATTHEW
Address 7 FORE ST, PLYMPTON ST MAURICE
PLYMOUTH PL7 1LZ
Occupation BUSINESS MANAGER

Schedule 1
Existing SFA

