

11 AUGUST 2021

DEED OF VARIATION TO THE FUNDING AGREEMENT

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) **Ambitions Academies Trust**, a charitable company incorporated in England and Wales with registered company number **07977940** whose registered address is at **Manorside Academy, Evering Avenue, Poole, BH12 4JG** (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a supplementary funding agreement (**Funding Agreement**) dated 19 March 2015, which has subsequently been varied by Deeds of Variation dated 3 June 2019, 29 June 2020 and 25 August 2020, relating to the establishment, maintenance and funding of an Academy known as Manorside 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 The Summary Table entry for "Capacity number" will be amended to read "420 plus a nursery provision of 50 places";
- 2.1.2 The Summary Table entry for "Age range" will be amended to read "3 – 11";
- 2.1.3 Clause 2.B will be deleted and replaced as follows:

"The capacity of the Academy is 420 in the age range 3 – 11 including nursery provision of 50 places and which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.";

2.1.4 Clause 2.C shall be amended to read "The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with SEMH and ASC in the age range 3 – 11".

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 last date listed below.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)



..... 11 AUGUST 2021
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
Ambitions Academies Trust
acting by:

DocuSigned by:
Caroline Sard
.....3F651R72100540C.....
Director
 caroline sard
Print name.....
Date.....

DocuSigned by:
Sherri Hawkins
.....AD8A58AAFAE743D.....
Witnessed by
 Signature
Full name.....
 Manorside Academy Evering Avenue Poole BH23 2EE
Address.....
 Business Director
Occupation.....