

LEARNING ACADEMY PARTNERSHIP (SOUTH WEST)

**DEED OF VARIATION OF FUNDING AGREEMENT
OF
THURLESTONE ALL SAINTS CHURCH OF ENGLAND ACADEMY**

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) **LEARNING ACADEMY PARTNERSHIP(SOUTH WEST)**, a charitable company incorporated in England and Wales with registered company number 07713540 whose registered address is at Zealley House, Suite 4 Greenhill Way, Kingsteignton, Newton Abbot, TQ12 3SB (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a supplementary funding agreement in respect of Thurlestone All Saints Church of England Academy on 30 March 2017, a copy of which is contained in Schedule 1 (the "**Existing Thurlestone All Saints Church of England Academy SFA**");
- B. The Parties have agreed to amend and re-state the terms of the Existing Thurlestone All Saints Church of England Academy SFA, on the terms set out in this Deed.

LEGAL AGREEMENT

- 1. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Thurlestone All Saints Church of England Academy SFA** shall be amended and re-stated in the form of the Amended Thurlestone All Saints Church of England Academy SFA set out in Schedule 2 (the "**Amended Thurlestone All Saints Church of England Academy SFA**"). For the avoidance of doubt, the Amended Thurlestone All Saints Church of England Academy SFA does not terminate or suspend the Existing Thurlestone All Saints Church of England Academy SFA but further amends the age range and capacity and re-states it.

GOVERNING LAW AND JURISDICTION

- 2. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 3. 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

4. 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:-



[Handwritten Signature]
Duly authorised by the Secretary of State for Education

Date 15 January 2019

EXECUTED as a deed by **LEARNING ACADEMY PARTNERSHIP (SOUTH WEST)** acting by:

[Handwritten Signature: L Atkinson]
Director

Print name LYNN ATKINSON

Date 7.1.19

Witnessed by *[Handwritten Signature: K Barnett]*
Signature

Full name KAREN BARNETT

Address SUITE 4 ZEALY HOUSE GREENHILL WAY KINGSTON

Occupation TRUST LEAD - GOVERNANCE