

DEED OF VARIATION TO SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 30th October 2020

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Sigma Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07926573, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a master funding agreement dated 1 September 2016 (“the MFA”) and also a supplemental funding agreement dated on or about 1 September 2016 (the “**Supplemental Funding Agreement**”) relating to the establishment, maintenance and funding of an Academy in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 November 2020 the Supplemental Funding Agreement shall be amended as follows:

- a) On the Summary Sheet, the capacity number shall be changed to 2,320;
- b) On the Summary Sheet, the number of sixth form places shall be changed to 500;
- c) On the Summary Sheet, the Address and title number of Land section shall instead read:

“Clacton County High School, Walton Road, Clacton-on Sea, CO15 6DZ – EX873240;

Tendring Education Centre Jaywick Lane, Clacton-on-Sea CO16 8BE”;

- d) The third paragraph on page 7 of the Supplemental Funding Agreement shall be amended to read as follows:

“Clacton County High School is a PFI school. The PFI clauses which

are contained in Clacton County High School's original Funding Agreement dated 30 March 2012 and have been lifted across and are contained in this Supplemental Funding Agreement and shall apply to the Land but shall not apply to the Interim Land.”;

e) Clause 1.J shall be amended to read as follows:

“The Academy shall, other than in relation to the Interim Land, be conducted in accordance with the Principal Agreement, the School Agreement and the Lease.”;

f) The first sentence in Clause 2.B shall be replaced with the following wording:

“The planned capacity of the Academy is 2,320 in the age range 11-19, including a sixth form of 500 places.”;

g) The following new definitions shall be added to Clause 4:

a) **"Interim Land"** means Tendring Education Centre Jaywick Lane, Clacton-on-Sea CO16 8BE, and demised or to be demised by the Interim Lease.

b) **"Interim Lease"** means the lease, any subsequent variations to the lease or other occupational agreement including any Licence between the Academy Trust and third parties (the "Interim Landlord") under which the Academy Trust will occupy the Interim Land.”;

h) Clause 4.B shall be deleted and replaced with the following wording:

“4.B The Academy Trust must keep the Land and the Interim Land clean and tidy and make good any damage or deterioration to the Land or the Interim Land. The Academy Trust must not do anything to lessen the value or marketability of the Land or the Interim Land without the Secretary of State's consent.”;

i) Clause 4.C shall be deleted and replaced with the following wording:

“4.C The Academy Trust must not, without the Secretary of State's consent:

- a) grant any consent or licence; or
 - b) create or allow any encumbrance including charging the land; or
 - c) part with or share possession or occupation; or
 - d) enter into any onerous or restrictive obligations,
- in respect of all of part of the Land or the Interim Land.”.

2.2 Except as varied by this Deed, the Supplemental 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:-



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

EXECUTED as a deed by
The Sigma Trust
acting by:

[Signature]
.....

Director

In the presence of:

W I T N E S S	Sign	<i>[Signature]</i>
	Name	KRISTA HOOK
	Address	
	Occupation	PA TO THE SIGMA