

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 27 day of October 2021

BETWEEN

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **The Sigma Trust**, a charitable company incorporated in England and Wales with registered company number 07926573 whose registered address is at Clacton County High School, 51 Walton Road, Clacton on Sea, CO15 6DZ (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a funding agreement dated 20 December 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Colne Community School and College 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 Summary Table entry for "Capacity number" will be amended to read "1788";

- 2.1.2 Clause 2.B will be deleted and replaced as follows:

- "The planned capacity of the Academy is 1788 places in the age range 11 – 18 including a Sixth Form of 248 places. The Academy will be an all ability inclusive 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.

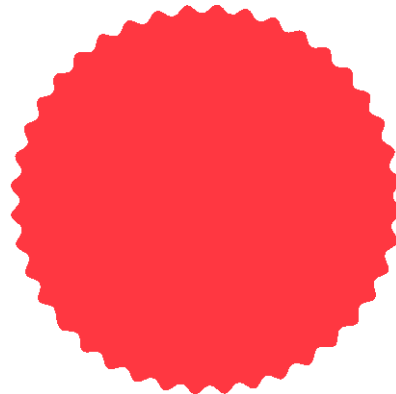
EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)


.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
The Sigma Trust,
acting by:


.....

Director



In the presence of:

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Sign 

Name KRISTA HOOK

Address % THE SIGMA TRUST, TEL, JAYWICK LANE, CLACTON
CO16 8BE

Occupation CHIEF ADMINISTRATIVE OFFICER