

**COTSWOLD BEACON ACADEMY TRUST**

**DEED OF VARIATION OF THE FUNDING AGREEMENT  
FOR  
MARLING 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) **Cotswold Beacon Academy Trust** of Cainscross Road, Stroud, Gloucestershire, GL5 4HE whose registered company number is 07692339 (the "**Company**");

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

## **INTRODUCTION**

- A. The Parties have entered into a single funding agreement in respect of Marling School on 1 August 2012 a copy of which is contained in **Schedule 1** (the "**Existing FA**").
- B. The Parties have agreed to amend and re-state the terms of the Existing FA, in accordance with the terms of this Deed to form a multi academy trust.
- C. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the **Master Funding Agreement** (as defined below) and any agreement entered into between the parties which is supplemental to it.

## **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 Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing FA shall be amended and re-stated in the form of the Master Funding Agreement contained in **Schedule 2** (the "**Master Funding Agreement**") and the Supplemental Funding Agreement for Marling School contained in **Schedule 3** (the "**Supplemental Funding Agreement**"). For the avoidance of doubt, the Master Funding Agreement and Supplemental Funding Agreement do not terminate or suspend the Existing FA but amend and re-state it.
- 3. The provisions of the Existing FA shall up until the effective date continue in full force and effect.
- 4. The schedules, appendices and annexes to this Deed form part of and are incorporated into this Deed.

## **GOVERNING LAW AND JURISDICTION**

- 5. 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.
- 6. 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**

- 7. 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:- )

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

Date.....

**EXECUTED** as a deed by  
**COTSWOLD BEACON ACADEMY**  
**TRUST** acting by:

.....  
Director   
Print name NIGEL RIGLAR  
Date 8/8/16

Witnessed by   
Signature

Full name EMMA GRAY

Address 63, ROBERTS CLOSE, CIRENCESTER

Occupation BUSINESS MANAGER GL7 2RP