

**ST MARGARET'S ACADEMY**

**DEED OF VARIATION OF FUNDING AGREEMENT  
FOR  
ST MARGARET'S 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) **ST MARGARET'S ACADEMY**, a charitable company incorporated in England and Wales with registered company number 07566505 whose registered address is at Barewell Road, Torquay, Devon, TQ1 4PA (the "**Company**")

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

## **INTRODUCTION**

- A. The Parties have entered into a funding agreement on 31 March 2011, a copy of which is contained in Schedule 1, (the "**Existing Funding Agreement**").
- B. Not used.
- C. Not used.
- D. The Parties have agreed to amend and re-state the terms of the Existing Funding Agreement on the terms set out in this Deed.

## **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 Amended 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 Funding Agreement shall be amended and re-stated in the form of the Funding Agreement set out in Schedule 2 (the "**Amended Funding Agreement**"). For the avoidance of doubt, the Amended Funding Agreement does not terminate or suspend the Existing Funding Agreement but amends and re-states it.
- 3. Not used.
- 4. Not used.

## **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:- )  
)  
)



*[Handwritten signature]*

Duly authorised by the Secretary of State for Education

Date 26 April 2022

**EXECUTED** as a deed by **St Margaret's Academy** acting by:

*[Handwritten signature]*  
.....  
Director

Print name J BENNETT

Date 8/3/22

Witnessed by *[Handwritten signature]*  
.....  
Signature

Full name KAREN COLMGR

Address ST MARGARET'S ACADEMY

Occupation BUSINESS MANAGER