

DATED

16th May

2018

THE SECRETARY OF STATE FOR EDUCATION (1)

and

PLYMPTON ACADEMY (2)

DEED OF VARIATION

**relating to a Funding Agreement for
Plympton Academy
Dated 31 March 2011**

THIS DEED is made the 16th day of May 2018

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) Plympton Academy, a charitable company incorporated in England and Wales with registered number 07561356, whose registered office is at Plympton Academy, Moorland Road, Plympton, Plymouth, Devon, England, PL7 2RS (the "**Company**");

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

INTRODUCTION

- A. The Parties entered into a funding agreement dated 31 March 2011 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Plympton Academy 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 and restated so as to take effect in the form of as set out in Schedule 1 to this deed (the "**New Funding Agreement**");
- 2.2 The Parties agree that with effect from the date of this Deed the New Funding Agreement shall be amended as stated in schedule 1:
- 2.3 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.

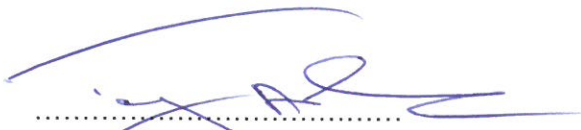
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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 **Plympton Academy**
acting by:


.....
Director


.....
Director

Schedule 1
New Funding Agreement