

DATED 30 AUGUST 2019

THE SECRETARY OF STATE FOR EDUCATION

(1)

and

EVOLUTION ACADEMY TRUST

(2)

DEED OF VARIATION

relating to a Supplemental Funding Agreements for Costessey Infant School and Costessey Junior School

THIS DEED OF VARIATION is made on

30 AUGUST

2019

BETWEEN

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- (2) **EVOLUTION ACADEMY TRUST** (company number 08158619) an exempt charity and company limited by guarantee registered in England and Wales whose registered office is at Suite 1 Keswick Hall, Keswick Hall, Norwich, England, NR4 6TJ (the "**Company**"),

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

INTRODUCTION

A. The Company (a multi academy trust) currently operates :

- a. Costessey Junior School of Three Mile Lane, Costessey, Norwich, Norfolk, NR5 0RR, an academy within the meaning of the Academies Act 2010 (the "**Junior School**"); and
- b. Costessey Infant School of Beaumont Road, Costessey, Norwich, Norfolk, NR5 0HG, an academy within the meaning of the Academies Act 2010 (the "**Infant School**"),

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

B. The Parties entered into the supplemental funding agreements (the "**Existing Supplemental Funding Agreements**") for the maintenance and funding of the Academies, dated:

- a. 4 September 2012 in the form of a single funding agreement in respect of the Junior School, which was amended and restated pursuant to a Deed of Variation dated 30 August 2013, which was subsequently amended and restated pursuant to a Deed of Variation dated 29 October 2015; and
- b. 30 August 2013 in the form of a supplemental funding agreement in respect of the Infant School, which was amended and restated pursuant to a Deed of Variation dated 29 October 2015.

C. It is proposed that, with effect from 1 September 2019, the Company has agreed an amalgamation of the Academies, whereby the Company will operate a single academy from the Junior School site.

- D. Accordingly the Parties wish to amend and restate the terms of the Existing Supplemental Funding Agreements in the form of a supplemental funding agreement, to relate to the establishment, maintenance and funding of the amalgamated school (the "**Amended Supplemental Funding Agreement**").

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 entered into by the Parties dated 28 August 2018.
2. The Parties agree that with effect from 1 September 2019, the Existing Supplemental Funding Agreements shall be amended and restated in the form of the Amended Supplemental Funding Agreement contained in Schedule 1. For the avoidance of doubt, the Amended Supplemental Funding Agreement does not terminate or suspend the Existing Supplemental Funding Agreements but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. This Deed and any dispute or claim arising out of or in connection with it or 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.
4. 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

5. 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:-)






.....KEVIN HALL.....
Duly authorised by the SECRETARY OF STATE FOR EDUCATION

EXECUTED as a deed by
EVOLUTION ACADEMY TRUST acting
by one director in the presence of a
witness:


Director
Print name...DAVID RICH.....


Witness
Print name...MATTHEW ROGERS.....
Address..
Occupation...Police officer.....

SCHEDULE 1
AMENDED SUPPLEMENTAL FUNDING AGREEMENT