

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 22 day of October 2019

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Cabot Learning Federation, (the "Company") a charitable company incorporated in England and Wales with registered number 06207590, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 28 June 2019 by means of a deed of novation and variation (the "Supplemental Funding Agreement") relating to the establishment, maintenance and funding of North Somerset Enterprise and Technology College in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2019 the Supplemental Funding Agreement shall be amended as follows:

2.1.1 The summary sheet on page 4 be amended as follows:

- a) the name "North Somerset Enterprise and Technology College" shall be replaced with "Winterstoke Hundred Academy";
- b) the capacity number of "700" shall be replaced with "950";
- c) the age range of "14 to 19" shall be replaced with "11 to 19"; and
- d) the sixth form places number of "400" shall be replaced with "200".

2.1.2 The definition of the "Academy" in clause 1C shall be replaced with

the following definition:

""The **Academy**" means Winterstoke Hundred Academy.""

2.1.3 Clause 2B shall be replaced with the following new clause 2B:

"2.B The planned capacity of the Academy is 950 in the age range 11 to 19. Including a sixth form of 200 places. The Academy will be an all ability inclusive school."

2.1.4 Clauses 3E and 3F be replaced with the following new clauses 3E, 3E(1) and 3F:

"3.E Subject to clause 3.E(1), the basis of the pupil number count for the purposes of determining GAG for Academy Financial Years 2019/20 to and including 2024/25, will be the Academy Trust's most recent estimate, which will be the October census figure for the previous Academy Financial Year, to the Secretary of State.

3.E(1) The Secretary of State will initially base the Academy GAG calculation for the year in question on the basis of 3E, but will make an adjustment to the calculation of GAG, using the October census figure for the current Academy Financial Year.

3.F After the 2024/25 Academic Financial Year the basis of the pupil count for the purpose of determining GAG will be:

- a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
- b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools."

2.2 Except as varied by this Deed, the Supplemental 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 Cabot Learning Federation

SIGNED by <u>ARLIE FIFE</u>	<u>Arlie Fife</u>
(Director name)	(Director sign)
Duly authorised on behalf of the Academy Trust	
IN THE PRESENCE OF A WITNESS	
Witness signature:	<u>[Signature]</u>
Witness name:	<u>SARAH LOVELL</u>
Witness address:	<u>C/O CABOT LEARNING FEDERATION</u> <u>KINGSWOOD, FEDERATION HOUSE,</u> <u>BS15 4JT.</u>