

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT OF  
LOSTWITHIEL SCHOOL**

THIS DEED is made the 3 day of MAY 2022

**BETWEEN**

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Cornwall Education Learning Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07565242, together, the "**Parties**".

**INTRODUCTION**

- A. The Parties entered into a funding agreement dated on or about 31 August 2015 as amended and re-stated by Deed of Variation on 30 August 2019 ("the **Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Lostwithiel School.
- 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 SUPPLEMENTAL FUNDING AGREEMENT**

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

The capacity figure in the summary sheet shall be replaced with '*175 places plus 26 full time nursery places.*'

The age range in the summary sheet shall be replaced with '*2-11*'.

In the clause descriptor table the following clause descriptions shall be added:

Clause No.	Descriptor	Applied	Not used
2.E.1	Only applies to free schools and Academies with nursery provision	X	

3.1.1	Only applies to free schools and Academies with nursery provision	X	
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Clause 2B shall be removed and restated as follows:

*'The planned capacity of the Academy is 175 places and the age range is 2-11 plus nursery provision of 26 full time places. The Academy will be an all ability inclusive school.'*

New Clause 2.E.1 shall be inserted as follows:

*'Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours.'*

New Clause 3.1.1 shall be inserted as follows:

*'For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.1 must be read with this exclusion in mind.'*

- 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:- )  
)  
)



*MJ* MATHEW MAIN  
.....  
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by Cornwall Education Learning Trust, acting by:

*AGB*  
.....  
Director  
ALAN GEOFFREY BROWN

*CB Carter*  
.....  
Director/Secretary  
CLAIRE CARTER