

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 5th day of July

2023

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The Coopers' Company and Coborn School, (the "Company") a charitable company incorporated in England and Wales with registered number 07547060, together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 March 2011, subsequently amended by Deeds of Variation dated 15 January 2013 and 7 February 2023 (the "Funding Agreement") relating to the establishment, maintenance and funding of The Coopers' Company and Coborn School 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 as follows.
- 2.2 The following parts of the summary sheet on page 5 of the Funding Agreement, shall be replaced as follows:

<b>Capacity (of statutory school age places)</b> <b>(if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school aged places)</b>	1550
<b>Number of sixth form places</b>	500

- 2.3 Clause 2.10 of the Funding Agreement shall be replaced with the following clause:

2.10 The planned capacity of the Academy is 1550 and the age range is 11-



18, including a sixth form of 500 places. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

2.4 Except 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.

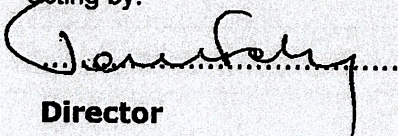
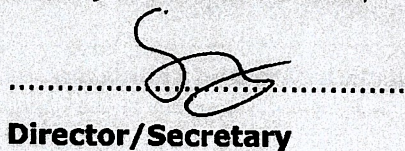
EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by ) ) )



.....  
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by The Coopers' Company and Coborn School, acting by:

  
.....  
**Director**  
.....  
**Director/Secretary**