

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

**THIS DEED** is made the 24 day of August 2022

### BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Trinity Academy Newcastle, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 08449062, together, the “**Parties**”.

### INTRODUCTION

- A. The Parties entered into a single funding agreement dated 26 February 2015 as varied by deeds of variation dated 31 August 2015, 18 December 2015 and 25 August 2021 (the “**Master Funding Agreement**”).
- B. The Parties entered into a single funding agreement dated 26 February 2015 as varied by deeds of variation dated 31 August 2015, 18 December 2015 and 25 August 2021 relating to the establishment, maintenance and funding of Trinity Academy Newcastle (URN: 141865) (the “**Supplemental Funding Agreement**”).
- C. 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.
- D. 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 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:

2.1.1 The age range of 7 to 16 as stated on page 4 of the Supplemental Funding Agreement shall be deleted and replaced with an age range of 5 to 16; and

2.1.2 Clause 2.C of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with the following:

*The planned number of places at the Academy is 180 places in the age range 5 to 16. For the avoidance of doubt, where the specified age range would be a child’s normal age group, the Academy is not prevented from considering applications made by the child’s Parents under the relevant paragraph of the Schools Admissions Code (‘Admission of children outside their normal age group’), to request that the child be admitted outside of their normal age group.*

- 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:- )  
)  
)



*J. Miller*  
.....  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by Trinity Academy Newcastle, acting by:

DocuSigned by:  
*P. S. [Signature]*  
.....  
35308CEF7F34402.....

**Director**

In the presence of:

W Sign *Lucy Middleton*  
I *1053E859925D4D4.....*  
T Name Lucy Middleton  
N Address Trinity Academy Newcastle Trust, Condercum Road, Newcastle Upon Tyne, NE4 8XJ  
E  
S Occupation PA to CEO & Governance Professional  
S