

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education (the "Secretary of State"),

- and -

(2) Thornton Community Primary School a charitable company incorporated in England and Wales with registered number 08430135 (the "Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement dated 26 September 2013 (the "Funding Agreement") relating to the establishment, maintenance and funding of an independent school known as Thornton Community Primary School.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations/amendments to the Funding Agreement by this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
- 2. The Secretary of State and the Academy agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 5th day of November 2014

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:

Duly Authorised by the Secretary of State for Education



Thornton Community Primary
School

acting by one director in the presence of a witness

Print name _____

Witnessed by

Full name

Address

Occup

Schedule 1

Amendments to the Funding Agreement

1. The first sentence of Clause 17 of the Funding Agreement shall be deleted and replaced with:

"The planned capacity of the Academy is 140 in the age range 4-11."
2. Clause 22 of the Funding Agreement shall be deleted and replaced with:

"The curriculum provided by the Academy to pupils up to the age of 11 shall be broad and balanced."