

DEED OF VARIATION TO THE KING ETHELBERT SCHOOL SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 13 day of August, 2024

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
 - 2) Coastal Academies Trust, a charitable company incorporated in England and Wales with registered number 07552665 whose registered address is King Ethelbert School, Canterbury Road, Birchington, Kent, CT7 9BL (the "**Company**"),
- together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement relating to the establishment, maintenance and funding of King Ethelbert School on 23 March 2011, which was amended and restated by a deed of variation between the Parties dated 28 November 2013, and further amended and restated by a deed of variation between the Parties dated 30 March 2023 (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 set out in the Schedule to this Deed.
- 2.2 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

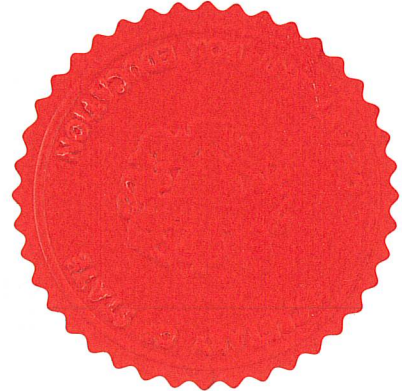
to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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 **Coastal Academies Trust**, acting by:

Signed by:
David Roberts
.....
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Director

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Kathryn Greig
.....
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Director/Secretary

SCHEDULE

AMENDMENTS TO THE FUNDING AGREEMENT

1. The Summary Sheet on page 4 of the Funding Agreement shall be amended to delete the row setting out the “Capacity number” and replace it with the following:

| | |
|---|--|
| <p>Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)</p> | <p>870 (including the 120 sixth form places)</p> |
|---|--|

2. The Summary Sheet on page 4 of the Funding Agreement shall be amended to delete the row setting out the “Age range” and replace it with the following:

| | |
|---|-----------------|
| <p>Age range (including nursery provision where the nursery is part of the school)</p> | <p>11 to 18</p> |
|---|-----------------|

3. The Summary Sheet on page 4 of the Funding Agreement shall be amended to delete the row setting out the “Number of sixth form places” and replace it with the following:

| | |
|---|------------|
| <p>Number of sixth form places</p> | <p>120</p> |
|---|------------|

4. Clause 2B of the Funding Agreement shall be deleted and replaced with the following:

“The planned capacity of the Academy is 870 and the age range is 11 to 18 including a sixth form of 120 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.”