

**THE SECRETARY OF STATE FOR EDUCATION**

(1)

and

**ANGLIAN LEARNING**

(2)

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**DEED OF VARIATION**

relating to the supplemental funding agreement for  
Linton Village College

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THIS DEED is made the 29 day of April

2021

## **BETWEEN**

- 1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
  - 2) **ANGLIAN LEARNING**, a charitable company incorporated in England and Wales with registered company number 07564749 whose registered address is at Bottisham Village College Lode Road, Bottisham, Cambridge, Cambridgeshire, CB25 9DL (the "**Company**"),
- together the "**Parties**".

## **INTRODUCTION**

- A. Linton Village College is an academy within the meaning of the Academies Act 2010 (the "**Academy**").
- B. The Secretary of State and Chilford Hundred Education Trust entered into a funding agreement on 1 February 2011 which was amended and restated by way of a deed of variation dated on or around 21 March 2014 for the maintenance and the funding of the Academy (the "**Original Funding Agreement**").
- C. On 30 March 2020, the Parties and Chilford Hundred Education Trust entered into a deed of novation and variation which as of 1 April 2020 novated the Original Funding Agreement from Chilford Hundred Education Trust to the Company and amended and restated the terms of the Original Funding Agreement (the "**Amended Funding Agreement**").
- D. The Parties now wish to vary and amend certain terms and conditions of the Amended Funding Agreement in accordance with the terms of this Deed.
- E. This Deed is supplemental to the Amended 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 Amended Funding Agreement.

## **2. VARIATION OF THE FUNDING AGREEMENT**

- 2.1 The Parties agree that with effect from the date of this Deed the Amended Funding Agreement shall be amended in accordance with the variations set out in the Schedule to this Deed.
- 2.2 Except as varied by this Deed, the Amended 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:- )  
)  
)

[Redacted]  
.....  
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by ANGLIAN LEARNING, acting by: )  
)  
)  
[Redacted]  
[Redacted]

In the presence of:

W Sign [Redacted]  
I Name [Redacted]  
T Address [Redacted]  
N Occupation [Redacted]  
E  
S  
S

## SCHEDULE

1. The reference in the Summary Sheet of the Amended Funding Agreement to the "Address and title number of Land" shall be replaced with the following:

<b>Address and title number of Land</b>	Cambridge Road, Linton, Cambridgshire CB21 4JB  Freehold title numbers: CB359719 and CB375028
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2. The definition of "Land" in clause 4 of the Amended Funding Agreement shall be replaced with the following:

*"Land" means all that freehold land known as Linton Village College, Cambridge Road, Linton, Cambridge CB21 4JB, being the land registered with title numbers CB359719 and CB375028, which is to be the permanent site of the Academy.*