

DATED 25 August 2021

THE SECRETARY OF STATE FOR EDUCATION (1)

and

ORMISTON ACADEMIES TRUST (2)

DEED OF VARIATION

relating to a Supplemental Funding Agreement for Ormiston Cliff Park Infant Academy

THIS DEED OF VARIATION is made on 25 August

2021

BETWEEN

(1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**").

- and –

(2) **ORMISTON ACADEMIES TRUST**, a charitable company incorporated in England and Wales with registered number 06982127 whose registered address is at 1 Victoria Square, Birmingham, England, B1 1BD (the "**Company**"),

together referred to as the "**Parties**"

INTRODUCTION

- A. The Academy was operated by East Anglia Schools Trust (company number 08432486 – now dissolved) until 1 December 2018, on which date the operation of the Academy was transferred to the Company.
- B. On 27 March 2013, East Anglia Schools Trust and the Secretary of State entered into supplemental funding agreements for the establishment, maintenance and funding of:
- a) the Academy (then known as "Cliff Park Infant School") (the "**Ormiston Cliff Park Infant SFA**"); and
 - b) Ormiston Cliff Park Junior Academy (then known as "Cliff Park Junior School") (the "**Ormiston Cliff Park Junior SFA**").
- C. The Company, East Anglia Schools Trust and the Secretary of State entered into a Deed of Novation and Variation dated 28 November 2018, which novated and varied the Ormiston Cliff Park Infant SFA and the Ormiston Cliff Park Junior SFA with effect from 1 December 2018, and transferred the operation of the Academy and Ormiston Cliff Park Junior Academy to the Company.
- D. The Parties have agreed that, on 1 September 2021 (the "**Transfer Date**"), the Academy and Ormiston Cliff Park Junior Academy shall amalgamate. Ormiston Cliff Park Junior Academy shall close and the pupils shall transfer to the Academy. The amalgamated school shall be known as 'Ormiston Cliff Park Primary Academy'.
- E. Pursuant to the amalgamation the Parties now wish to
- a. by way of a separate agreement, terminate the Ormiston Cliff Park Junior SFA and
 - b. amend and vary the Ormiston Cliff Park Infant SFA to relate to the maintenance and funding of the amalgamated school,
- and wish to record their agreement as to such variation by this Deed.
- F. The Secretary of State agrees that it shall not exercise its option to acquire the Land (as defined in the Ormiston Cliff Park Junior SFA) on termination of the Ormiston Cliff Park Junior SFA.
- G. This Deed is supplemental to the Ormiston Cliff Park Infant SFA.

1. **DEFINITIONS**

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 Ormiston Cliff Park Infant SFA, as amended in accordance with clause 2.1.

2. **LEGAL AGREEMENT**

2.1 The Parties agree that, with effect from the Transfer Date, the Ormiston Cliff Park Infant SFA shall be amended as follows:

2.1.1 Where they appear in the Ormiston Cliff Park Infant SFA, the words “Ormiston Cliff Park Infant Academy” shall be deleted and replaced with the words “Ormiston Cliff Park Primary Academy”.

2.1.2 The “Capacity number” and “Age range” details in the Summary Sheet on page 4 of the Ormiston Cliff Park Infant SFA shall be amended as follows:

Capacity number	630
Age range	5 to 11

2.1.3 Clause 2.B (Pupils) shall be deleted and replaced with the following

2.B “The capacity of the Academy is 630 in the age range 5-11. The Academy will be an all ability inclusive school.”

2.2 Except as varied by this Deed, the Ormiston Cliff Park Infant SFA shall remain in full force and effect.

3. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

4. **GOVERNING LAW AND JURISDICTION**

4.1 This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

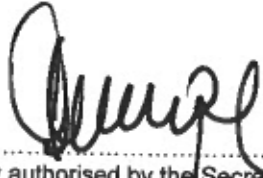
4.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed or its subject matter or formation (including non-contractual disputes or claims).

Cliff Park Infant DoV

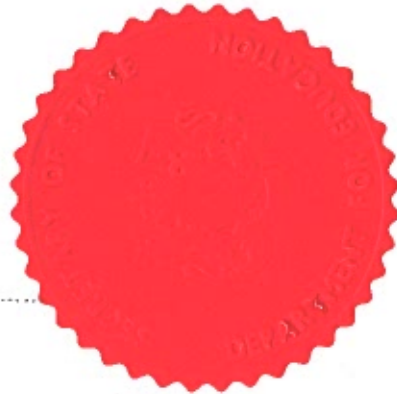
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This document has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

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 Ormiston Academies
Trust acting by:



Director

Print name

NA HUDSON

In the presence of:



Witness

Print name

SARA PECK

Print Address

153 ULSTER DRIVE

KINGSW. INFORD

DY6 8JA

Print Occupation

PERSONAL ASSISTANT