

**THE SECRETARY OF STATE FOR EDUCATION (1)**

**and**

**EAST MIDLANDS EDUCATION TRUST (2)**

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**DEED OF VARIATION**

**relating to the supplemental funding agreement for  
Castle Donington College**

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**THIS DEED** is made the

day of

29th August 2023

## **BETWEEN**

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”); and
- 2) East Midlands Education Trust, a charitable company incorporated in England and Wales with registered company number 07530373 whose registered address is at The West Bridgford School Loughborough Road, West Bridgford, Nottingham, NG2 7FA (the “**Company**”),

together referred to as the “**Parties**”.

## **INTRODUCTION**

- A. Castle Donington College (the “**Academy**”) was operated by Castle Donington College (company number 08203218) until 1 January 2022, on which date the operation of the Academy was transferred to the Company.
- B. On 1 October 2012, Castle Donington College and the Secretary of State entered into a funding agreement for the establishment, maintenance and funding of the Academy (the “**Funding Agreement**”).
- C. The Company, Castle Donington College and the Secretary of State entered into a deed of novation and variation on 16 December 2021, which novated and varied the Funding Agreement with effect from 1 January 2022, and transferred the operation of the Academy to the Company.
- D. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement, as varied on 16 December 2021, in accordance with the terms of this Deed and in order to reflect the change in the capacity of the Academy.
- E. This Deed is supplemental to the Funding Agreement (as varied on 16 December 2021).

## **1. INTERPRETATION**

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 1 August 2023, the Funding Agreement shall be amended as follows:

- The "Capacity number" details in the Summary Sheet on page 4 of the Funding Agreement shall be amended as follows:

<b>Capacity number (of statutory school age places)</b>	750
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- Clause 2.B (Pupils) shall be deleted and replaced with the following:

"The planned capacity of the Academy is 750 in the age range 11-16. 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."

- 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 the law of England and Wales.
- 3.2 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).

### **4. COUNTERPARTS**

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.

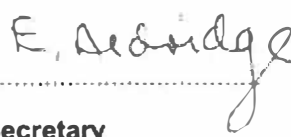
**EXECUTED** as a deed by affixing the corporate  
seal of the **Secretary of State for Education**  
authenticated by: - )  
)  
)

  
.....  
Duty authorised by the Secretary of State for Education



**EXECUTED** as a deed by **East Midlands Education Trust**,  
acting by:

  
.....  
**Director**

  
.....  
**Secretary**