

DEED OF VARIATION

The parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, London, SW1P 3BT ("**the Secretary of State**"),

- and -

(2) **The King's (The Cathedral) School Peterborough** a charitable company incorporated in England and Wales with registered number 07464058 whose registered address is at The King's (The Cathedral) School, Peterborough Park Road, Peterborough, Cambridgeshire PE1 2UE ("**the Academy Trust**").

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

INTRODUCTION

- A. The Parties entered into a funding agreement dated 30 December 2010 ("**the Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as King's (The Cathedral) School Peterborough.
- 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, unless the context expressly requires otherwise, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. For the avoidance of doubt, the Schedule forms part of this Deed.
2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with the Schedule to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

2. 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.

3. 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).

COUNTERPARTS

4. 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.

Schedule

Amendments to the Funding Agreement

18) Subject to clause 19, the Academy Trust shall, in accordance with any guidance which the Secretary of State may issue on the qualifications of teaching and other staff in academies, employ anyone it deems is suitably qualified or is otherwise eligible under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils.

19) Clause 18 does not apply to anyone who:

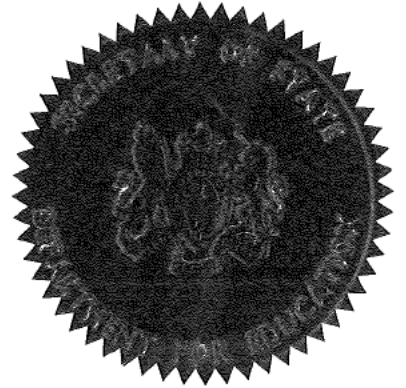
- a) is appointed as the SENCO by the Academy Trust under section 317(3A) of the Education Act 1996, who must meet the requirements set out in Regulation 3 of the Education (Special Educational Needs Co-ordinators) (England) Regulations 2008 (SI 2008/2945); or
- b) is appointed as a designated teacher for looked after children further to clause 17A.

EXECUTED AND DELIVERED AS A DEED by the Parties on the

7th day of May 2014

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

Maive Sympson
Duly Authorised by the Secretary of State for Education



**The King's (The Cathedral)
School Peterborough**
acting by a director in the
presence of:

Helen Burt
Director

Print name HELEN BURT

Witnessed by S. Arnold
Signature

Full name Suzanne Arnold

Address.. [REDACTED]

Occupation Clerk to Governor