

DATED

23 April 2025

DEED OF VARIATION OF

THE MARLBOROUGH SCIENCE ACADEMY LIMITED FUNDING AGREEMENT

between

The Marlborough Science Academy Limited

and

The Secretary of State for Education

This deed is dated

Parties

- (1) **THE MARLBOROUGH SCIENCE ACADEMY LIMITED** incorporated and registered in England and Wales with company number 08003969 whose registered office is at Watling Street, St Albans, Hertfordshire, AL1 2QA ("**Marlborough Academy**"); and
- (2) **The Secretary of State for Education**, C/O Department for Education at Eastbrook, Shaftesbury Road, Cambridge, CB2 8DR ("**SSE**").

BACKGROUND

- (A) Marlborough Academy and SSE are party to a Funding Agreement dated 30th March 2012 ("**Agreement**").
- (B) Marlborough Academy had requested to make a significant change by increasing the physical capacity at the Academy from 1,250 places to 1,450 places including post-16 students. The parties therefore wish to amend the Agreement as set out in this deed with effect from the date of this deed ("**Variation Date**").

Agreed terms

1. In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement unless otherwise defined. The rules of interpretation set out in the Agreement apply to this deed.
2. **Variation**
- 2.1 With effect from the Variation Date, the parties agree the following amendments to the Agreement:

a)	Clause 4 added:	"PAN" means published admission number;
b)	Clause 17 deleted and replaced:	The entire text of clause 17 is deleted and replaced with: 17) "The planned capacity of the Academy is 1450 in the age range 11 to 18 which includes the Post-16 students operating at 8FE with a PAN of 240. The Academy will be an all ability inclusive school

		<p>whose requirements for:</p> <ul style="list-style-type: none"> a) the admission of pupils to the Academy are set out in Annex B to this Agreement; b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement; c) pupil exclusions are set out in Annex D to this Agreement."
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- 2.2 Except as set out in clause 0, the Agreement will continue in full force and effect.
- 2.3 To the extent of any conflict between the terms of the Agreement and this deed, the terms of this deed will prevail.

3. **Conformed copy**

The parties acknowledge that the Agreement as amended by this deed will be read and construed as per the conformed copy attached as Schedule 1 to this deed.

4. **Governing law**

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

5. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Conformed Agreement - The Marlborough Science Academy Limited
Funding Agreement

Executed on behalf of by The Marlborough Science Academy Limited:

..... J. Walker Smith

Director

In the presence of:

Witness Ann Tyson

Address ..

Occupation HR Admin / Cover manager

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

.....



Duly Authorised