

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 26th day of JULY 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Advance Trust, a charitable company incorporated in England and Wales with registered number 08414933 (the "**Company**");

Together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on 19 December 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as The Kingfisher School in accordance with the Funding Agreement.
- B. The Parties subsequently amended and restated the Funding Agreement by entering into a deed of variation dated 27 June 2017.
- C. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement to vary/amend the Funding Agreement in this Deed.
- D. This Deed is supplemental to the 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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that, with effect from the date of this Deed, the Funding Agreement shall be amended and restated in the form set out at Schedule 1 to this Deed.
- 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 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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Advance Trust

acting by: **ALISON YOUNG**


.....
Director

In the presence of:

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Sign: 
Name: TRACY CLOHESSY
Address: 27 CLYDE AVENUE, EVESHAM, WORCS, WR11 3FE
Occupation: MANAGEMENT ACCOUNTANT

SCHEDULE 1 – Restated form of Funding Agreement

Clause 4.1 of the Funding Agreement is deleted and replaced by:

The planned number of places at the Kingfisher special academy is 80 in the age range 7 – 16. The number of funded places and the age ranges are not determinative of GAG. GAG for each Academy Funding Year will be determined by the Secretary of State in accordance with clauses 54C and 54D of the Master Agreement.

