

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 2020

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Orchard Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08249884, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 21 June 2016 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Allington Primary School (the "**Academy**") in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. 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 in accordance with Schedule 1 of 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 **Orchard Academy Trust**, acting by:


.....

Director

In the presence of:

W Sign 
I Name CAROLYN HOWSON
T
N
E Address ALLINGTON PRIMARY SCHOOL, MAIDSTONE,
S ME16 0PG
S Occupation HEAD OF SCHOOL

Schedule 1

Amendments to the Funding Agreement

1. The following entry shall be inserted as an additional clause 3.E.1

3.E.1 For the Academy Financial Year 2019/20 the basis of the pupil number count for the purposes of determining GAG the confirmed pupil numbers as recorded in the October 2019 census return. In all following Academy Financial Years the basis of the pupil number count for the purpose of determining GAG will be determined in accordance with clause 3.F.

2. The following shall replace clause 3.F

3.F For Academy Financial Years after that referred to in clause 3.E with the exception of the Academy Financial Year referred to in clause 3.E.1, the basis of the pupil count for determining GAG will be:

- a) For pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
- b) For pupils in Year 12 and above, the formula which is in use at the time for maintained schools.