

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 17th day of JULY 2019

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Orchard Hill College Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08476149, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 14 December 2017 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of St Dominic's School in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement and wish to record their agreement as to such variations/amendments to the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2020, the Supplemental Funding Agreement shall be amended as follows:

2.1.1 The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended as follows:

- a. The date of Master Funding Agreement shall be amended by replacing "25 March 2015" with "31 October 2018";
- b. The planned number of places shall be amended by replacing "110" with "150"; and
- b. The number of residential places shall be amended by replacing "30" with "N/A".

2.1.2 That clause 5.G.1 is marked as "Not Used" on page 5.

2.1.3 Clause 1.A shall be replaced with the following new clause 1.A:

"1.A This Agreement made between the Secretary of State for Education and Orchard Hill College Academy Trust is supplemental to the master funding agreement made between the same parties and dated 31 October 2018 (the "Master Agreement")."

2.1.4 The definition of "**National Minimum Standards**" shall be removed in its entirety.

2.1.5 Clause 2.C shall be replaced with the following new clause 2.C:

"2.C The planned number of places at the Academy is 150 places in the age range 7 to 19, including a sixth form of 30 places."

2.1.6 Clause 5.G.1 shall be removed and replaced with "Not used."

2.1.7 Clause 5.H shall be replaced with the following new clause 5.H:

"5.H If the Secretary of State has served a Termination Warning Notice under clause 5.F and:

a) has not received any representations from the Academy Trust by the date specified in the notice; or

b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

he may serve a Termination Notice."

2.2 Except as varied by this Deed, the Supplemental 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:-)
)
)

Simon Harper
.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Orchard Hill College Academy Trust, acting by:

[Signature]
.....
Director

In the presence of:

| | | |
|---|------------|---|
| W | Sign | <i>[Signature]</i> |
| I | Name | TRACEY GOODSELL |
| T | Address | OHCKAT, 8th Floor, Quadrant House, Sutton, Sy SM2 5AS |
| N | Occupation | COMPANY SECRETARY |
| E | | |
| S | | |
| S | | |