

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 25 day of August 2020

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Diocese of Sheffield Academies Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 08745639, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 29 January 2015 as amended by a Deed of Variation between the Parties dated 3 March 2017 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement, a copy of which is attached as Appendix 1.
- 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 on the 1 September 2016 the Funding Agreement shall be amended as follows:
 - a. on the summary sheet, on page 4 against “Age Range”, delete the number “4” and insert “3” in its place; and
 - b. in clause 2B delete the number “4” and insert “3” in its place.
- 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.

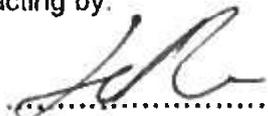
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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
The Diocese of Sheffield Academies Trust,
acting by:


.....

Director

In the presence of:

W Sign 
I Name Carolyn Ogden
T Address 95-99 Effingham St, Rotherham, S65 1BL
N
E
S Occupation Admin Officer
S

Appendix 1 - a funding agreement dated on or about 29 January 2015 as amended by a Deed of Variation between the Parties dated 3 March 2017