

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 28 day of May 2020

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 13 December 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Chart Wood School (the "**Academy**") 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 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 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 be amended as follows:

- a) the name of academy "Chart Wood School" shall be replaced with "Unified Academy";
- b) the planned number of places of "105" shall be replaced with "120";
- c) the number of residential places of "20" shall be replaced with "N/A"; and
- d) the address and title number of Land "Starhurst School, Chart Lane South, Dorking, Surrey, RH5 4DB being unregistered land held by Surrey County Council" shall be replaced with "Chart Lane South, Dorking, Surrey RH5 4DB registered with Title Number SY857442".

2.1.2 Reference to clause 5.G.1 being "Applied" in the Summary Table on page 5 should be removed and replaced as being "Not Used".

2.1.3 The definition of "Academy" in clause 1.C shall be replaced with the following definition:

"The Academy" means Unified Academy which is specially organised to make special educational provision for pupils with SEN.

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

"2.C The planned number of places at the Academy is 120 places in the age range 9 to 16."

2.1.5 The definition of "Land" on page 16 shall be replaced with the following definition:

"Land" means the land at Chart Lane South, Dorking, Surrey RH5 4DB, being part of the land registered with Title Number SY857442 and demised by the Lease.

2.1.6 Clause 5.G.1 on page 23 shall be deleted in its entirety and replaced with "5.G.1 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:-)



[Handwritten signature]

Duly authorised by the Secretary of State for Education

SIGNED by John Prior	<i>[Handwritten signature]</i>
(Director name)	(Director sign)
Duly authorised on behalf of the Company	
IN THE PRESENCE OF A WITNESS	
Witness signature:	<i>[Handwritten signature]</i>
Witness name:	BERNIE RIGGS
Witness address:	DHCRAT QUADRANT HOUSE THE QUADRANT 8TH FLOOR SUTTON SM2 5AS