DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day 28th August 2024

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 31 October 2018, as varied by a deed of variation dated 22 February 2023 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Arbour Vale 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 the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

a) amending the summary sheet by removing the existing sections referring to "Planned number of places" and "Number of sixth form places" and replacing with the below:

Planned number of places (if the academy has a nursery provision please provide a breakdown of nursery and statutory school age places)	375 Including 70 sixth form places
Number of sixth form places	70

b) replacing existing clause 2.C with the following new clause 2.C:

"2.C The planned number of places at the Academy is 375 places in the age range 2 - 19, including a sixth form of 70 places. For the avoidance of doubt, where the specified age range would be a child's normal age group, the Academy is not prevented from considering applications made by the child's Parents under the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted outside of their normal age group.

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:-)

J. Miller

Duly authorised by the Secretary of State for Education

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

JOHN PRIOR

.....

Director

In the presence of:

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Witness

Name: BEVERLEY DAVIDSON

Address: OHCAT, COPTHALL HOUSE, 9 THE PAVEMENT, GROVE ROAD, SUTTON SM1 1DA

Occupation: PA TEAM MANAGER.