

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 24th day of August 2022

### 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 20 December 2017 as varied by Deeds of Variation dated 30 August 2018 and 28 January 2019 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Brantridge 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 SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2022 the Supplemental Funding Agreement shall be amended as follows:
  - 2.1.1 The Summary Sheet on page 4 be amended so that the planned number of places of "54" shall be replaced with "134".
  - 2.1.2 The Summary Sheet on page 4 be amended so that the age range of "6 to 11" shall be replaced with "6 to 16".
  - 2.1.2 Clause 2.C shall be replaced with the following new clause 2.C:

"2.C With effect from 1 September 2022, the planned number of places at the Academy is 134 places in the age range 6 to 16. The Academy will be a single sex boys' school in the primary phase and a mixed sex school in the secondary phase."
- 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 the Company

<p><b>SIGNED by</b> _____</p> <p>(Director name) <b>JOHN PRIOR</b></p> <p>Duly authorised on behalf of the Company</p> <p><b>IN THE PRESENCE OF A WITNESS</b></p> <p><b>Witness signature:</b></p> <p><b>Witness name:</b></p> <p><b>Witness address:</b></p>	<p></p> <p>_____ (Director sign)</p> <p>_____ <b>B. DAVIDSON</b></p> <p>_____ <b>BLYERLEY DAVIDSON</b></p> <p>_____ <b>OHCAT, QUADRANT HOUSE</b></p> <p>_____ <b>THE QUADRANT, SUTTON</b></p> <p>_____ <b>SURREY SM2 5AS</b></p>
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