

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 28 day of September 2021

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Mead Educational Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 09079258, whose registered office is c/o The Mead Centre, 343 Gipsy Lane, Leicester, LE4 9DD, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 30 August 2017 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an Academy, Orchard Mead 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 the date of this Deed the Supplemental Funding Agreement shall be amended and replaced as follows:

All references to 'Hamilton Academy' shall be deleted and replaced with 'Orchard Mead Academy'.

In the summary sheet the SEN unit/Resource provision of 'N/A' shall be replaced by 'SEMH' and Clauses 2.C and 2.D shall be applied.

Clause 2.B shall be deleted and replaced with "The planned capacity of the Academy is 1200 in the age range 11-16, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an ability inclusive school."

Clause 2.C shall be deleted and replaced with "The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 5 planned places for pupils with SEMH in the age range 11-16."

Clause 2.D shall be deleted and replaced with "The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how determination will affect the LAs' ability to secure suitable SEN provision for children and young people in the area."

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.

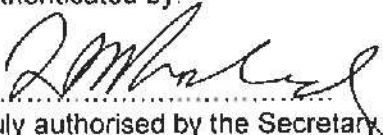
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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:-)



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



EXECUTED as a deed by The Mead Educational Trust, acting by:


.....

Director


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Director/Secretary