

**DEED OF VARIATION
TO THE
SUPPLEMENTAL FUNDING AGREEMENT**

THIS DEED is made the 30 day of SEPTEMBER 2019

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Brentwood Academies Trust (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07638800;

together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 20 March 2015 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Chase High School (the “**Academy**”) in accordance with the Funding Agreement.
- 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 to reflect an expansion at the Academy.
- 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 from 1 September 2020 the Funding Agreement shall be amended as follows:

Clause 2.5 shall be amended to read as follows:

The planned capacity of the Academy is 1,430 in the age range 11-18, including a sixth form of 300 places and will subject to clause 2.3B) operate designated reserved provision for pupils with special educational needs (SEN Unit or Resourced Provision) for up to 12 planned places for pupils in the age range 11-16.

- 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.

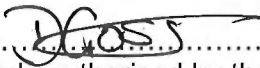
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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:-)


.....


Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
Brentwood Academies Trust
acting by: -


.....

Director

In the presence of:

W	Sign	
I	Name	RUPINDER SANDHU
T	Address	C/O ST MARTINS SCHOOL, BRENTWOOD
N		CM13 2HG
E	Occupation	TRUST ESTATE MANAGER
S		
S		

