

## Deed of Variation to the 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) The LDBS Academies Trust 2 (the "**Company**") [a charitable company limited by guarantee incorporated in England and Wales with registration number 10447269] together the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated 30 October 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an 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.
- 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 the date of this Deed the Funding Agreement shall be amended as follows:
  - 2.1.1. The SEN educational unit at St Richard's Church of England Primary School providing education to 16 pupils with autistic spectrum disorder is hereby transferred to the Company.
  - 2.1.2. The Secretary of State agrees to provide the Company with the necessary funding as detailed by the Funding Agreement.
  - 2.1.3. The Company agrees to operate the SEN educational unit in accordance with the terms and conditions of the Funding Agreement.

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 disputes or claims that arise 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 counterparts and by the parties on 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.

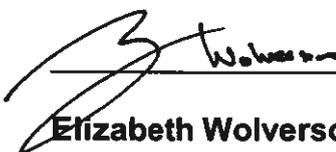
**EXECUTED** as a deed by affixing the )  
corporate seal of the Secretary of State )  
for Education authenticated by :- )



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

**EXECUTED** as a deed by the LDBS Academies Trust 2 acting by :-

  
\_\_\_\_\_  
**Elizabeth Wolverson**  
Director

  
\_\_\_\_\_  
**Ammar Ahmed**  
Secretary

