

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 6 day of October 2023

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Hailey Hall Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 09691510, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 27 August 2015 subsequently varied by a deed of variation dated 30 January 2023 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Hailey Hall School 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:
- 2.2 The planned number of places row in the Summary information table shall be replaced with the following:

Planned number of places (if the academy has a nursery provision please provide a breakdown of nursery and statutory school age places)	84
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- 2.3 Clause 2.10 shall be replaced with the following:

2.10 *The planned number of places at the academy is 84 and the age range is 11 to 16. 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.*

2.4 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)
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[Redacted signature area]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Hailey Hall Academy Trust, acting by:

[Redacted signature area]

Director

[Redacted signature area]

Director/Secretary