

GREAT BADDOW HIGH SCHOOL

**DEED OF VARIATION
OF FUNDING AGREEMENT**

Clean Deed of Variation for Si~ 4148-8803-6897 v.1.docx

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **Great Baddow High School**, a charitable company incorporated in England and Wales with registered company number 07662023 whose registered address is at Great Baddow High School, Duffield Road, Chelmsford, Essex, CM2 9RZ (the "**Company**")

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties have entered into a funding agreement on 11 July 2011 a copy of which is contained in Schedule 1 (the "**Existing FA**").
- B. The Parties have agreed to amend and re-state the terms of the Existing FA, in accordance with the terms of this Deed to form a multi academy trust.
- C. Not used.

LEGAL AGREEMENT

- 1.
- 2. 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 (as defined in clause 2 below). For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing FA shall be amended and re-stated in the form of the New Funding Agreement contained in Schedule 2.

GOVERNING LAW AND JURISDICTION

- 3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 4. The Parties irrevocably agree that the courts of England and Wales shall 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).

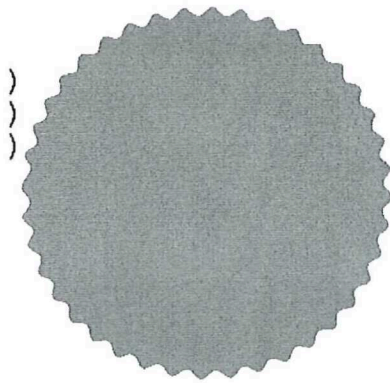
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COUNTERPARTS

5. 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 last date listed below.

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



[Handwritten signature]

Duly authorised by the Secretary of State for Education

Date 29/06/2020

EXECUTED as a deed by **Great Baddow High School** acting by:

[Handwritten signature: A Oades]

Director

Print name Andy Oades

Date

Witnessed by *[Handwritten signature]*

Signature

Full name PAUL ROBERT DRAPER

Address 41 THE PADDOCKS, CM4 0BH

Occupation BUSINESS MANAGER