

## 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) Tudor Grange Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07365748, whose registered office is c/o Tudor Grange Academy, Dingle Lane, Solihull, B91 3PD, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement which was varied and novated on 23 December 2015 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Tudor Grange Samworth Academy, A Church of England School, 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 as follows:

2.1.1 Reference in the Summary page to the age range shall state '2 – 16'

2.1.2 Clause 2.B shall be amended and replaced as follows:

"The planned capacity of the Academy is 1,046 in the age range 2 – 16. The Academy will be an all ability inclusive school."

- 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.

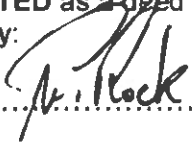
**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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 **Tudor Grange Academies Trust**,  
acting by:

  
.....  
**Director**

  
.....  
**Director/Secretary**