

NOV

**DEED OF VARIATION TO THE FUNDING AGREEMENT**

**THIS DEED** is made the 18 day of March 2022

**BETWEEN**

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The HISP Multi Academy Trust (previously Thornden School), (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07562918, together, the “**Parties**”.

**INTRODUCTION**

- A. The Parties entered into a master funding agreement dated on or about 1 July 2020 relating to the establishment, maintenance and funding of Academies in accordance with the Master Funding Agreement.
- B. The Parties entered into a supplemental funding agreement on or about 1 July 2020 (the “**Supplemental Funding Agreement**”) relating to the establishment, maintenance and funding of an Academy at Tanners Brook Primary School in accordance with the Supplemental Funding Agreement and the Master Funding Agreement, the original Supplemental Funding Agreement dated 27 August 2015 having been varied by a Deed of Novation and Variation dated 1 July 2020 and made between The Secretary of State (1) the Company (2) and Portswood Primary Academy Trust (3).
- C. 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.
- D. 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 Funding Agreement and the Supplemental Funding Agreement.

**2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT**

- 2.1 The Parties agree that with effect from 1 September 2022 the Supplemental Funding Agreement shall be amended as follows:

Page 4: Clause numbers 2C and 2D delete “Applied” and replace with “Not used”.

Page 8: Clause 1C delete “SEN” means Special Educational Needs and the expressions “**special educational needs**” and “**special educational provision**” have the meaning set out in Sections 20(1) and 21(2) of the Children and Families Act 2014” and replace with “Not used”.

Page 10: Clause 2B – lines 2 and 3 delete the words “which for the avoidance

of doubt includes pupils with designated places pursuant to Clause 2.C”

Page 10: Clauses 2C and 2D delete and replace with “Not used”

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:- )  
)  
)

*P. Schotfield*  
.....  
Duly authorised by the Secretary of State for Education




**EXECUTED** as a deed by  
**HISP Multi Academy Trust,**  
acting by:

  
.....

**Director**

In the presence of:

W	Sign	
I	Name	PAUL GOODWIN
T	Address	C/O HISP MAT, WINCHESTER ROAD, SO53 2DW
N	Occupation	CFO
E		
S		
S		