

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 20 day of AUGUST 2021

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Chipping Campden School, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07680770, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 August 2011 as amended by the Deed of Variation dated 30 July 2014 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Chipping Campden School, a copy of which is contained in schedule 1.
- B. The Parties have agreed to amend and re-state the terms of the Funding Agreement on the terms set out in 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 Amended Funding Agreement (as defined by clause 2 below).

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 and re-stated in the form of the Funding Agreement set out in Schedule 2 ("the Amended Funding Agreement"). For the avoidance of doubt the Amended Funding Agreement does not terminate or suspend the Funding Agreement but amends and re-states it.

3. Governing law and jurisdiction

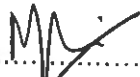
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive 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:-)
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)



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



EXECUTED as a deed by Chipping Campden School, acting by:


.....
Director

In the presence of:

W	Sign	
I	Name	STEVE DONNACHIE
T	Address	62 REDDINGS PARK
N		CHELTENHAM GL51 6UD
E	Occupation	ACCOUNTANT
S		
S		

Schedule 1
Existing Funding Agreement

Schedule 2
Amended Funding Agreement