

THE SECRETARY OF STATE FOR EDUCATION (1)

and

ORMISTON ACADEMIES TRUST (2)

DEED OF VARIATION

**relating to the supplemental funding agreement for
Ormiston Bushfield Academy**

THIS DEED is made the 5th day of October 2023

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Secretary of State"); and
- 2) Ormiston Academies Trust, a charitable company incorporated in England and Wales with registered company number 06982127 whose registered address is Unit G.05b - Assay Studios, 141 Newhall Street, Birmingham, West Midlands, United Kingdom, B3 1SF (the "Company"),

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement in respect of Ormiston Bushfield Academy (the "Academy") on 17 August 2009, which was amended by a Deed of Amendment and Restatement on 30 September 2016 (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 and in order to reflect the change in the Academy's capacity. The Parties acknowledge and agree that the changes took effect from 1 September 2018 (the "Effective Date").
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

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 Effective Date, the Funding Agreement shall be deemed to have been amended as follows:

- The "Capacity number" shown in the Summary Sheet on page 4 of the Funding Agreement:

Capacity number	1232
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- Clause 2.B (Pupils) is deleted and replaced with the following:

"The planned capacity of the Academy is 1232 in the age range 11 to 19, including a sixth form of 150 places. The Academy will be an all ability inclusive school."

2.2 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 the law of England and Wales.

3.2 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).

4. COUNTERPARTS

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 **Ormiston Academies Trust**, acting by:

DocuSigned by:
Nick Andrew Hudson
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Director

DocuSigned by:
[Signature]
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Director