

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 20 day of DECEMBER 2021

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) **SAND Academies Trust** (the "**Company**") a charitable company limited by guarantee registered in England and Wales (company number 11968610) whose registered office is at The Milestone School, Longford Lane, Gloucester, Gloucestershire GL2 9EU, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 26 March 2021 (the "**Existing Funding Agreement**") relating to the establishment, maintenance and funding of The Willow Primary Academy in accordance with the Funding Agreement a copy of which is attached at Schedule 1.
- B. The Parties now wish to vary and amend certain terms and conditions of the Existing Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Existing 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.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Existing Funding Agreement shall be amended as follows:
 - a. The Existing Funding Agreement shall be amended and restated in the form of the Amended Funding Agreement set out in Schedule 2.
- 2.2 Except as varied by this Deed, the Existing 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.

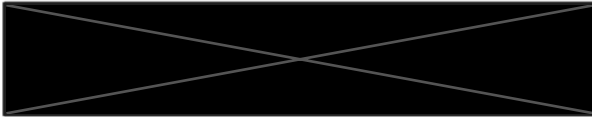
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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

ML MATTHEW MAIN
.....
Duly authorised by the Secretary of State for Education
20/12/2021



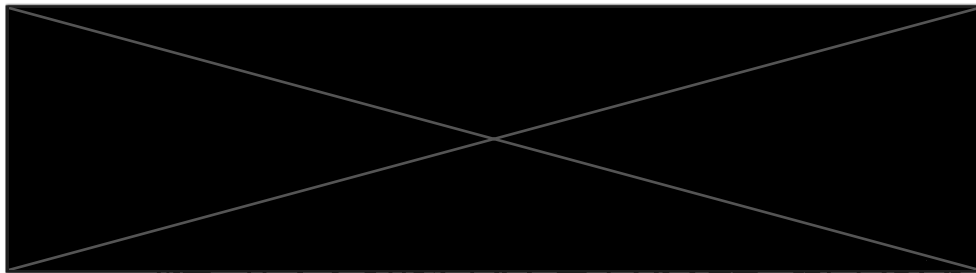
EXECUTED as a deed by SAND Academies Trust acting by:



Director

In the presence of:

W
I
T
N
E
S
S



0000

