

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the

9th July 2025

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Haileybury Academy Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 09659808, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 25 August 2015 (the "Funding Agreement") relating to the establishment, maintenance and funding of an Academy in accordance with 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.
- 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 Funding Agreement.

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 as follows:

a) the version of the funding agreement in use shall be updated from *December 2014 v4* to *December 2020 v8*

b) capacity number in the summary sheet shall be varied so that the number 1144 is deleted and replaced with the number 1160; and

c) 2.10 shall be deleted and replaced with

The planned capacity of the Academy is 1,160 in the age range 11 to 18 years, including a sixth form of 250 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 English law.

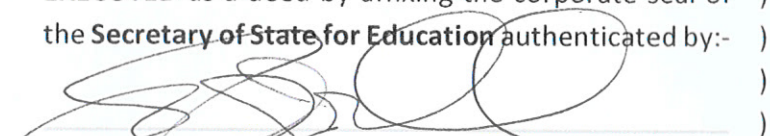
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims)

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 together constitute one and the same instrument.

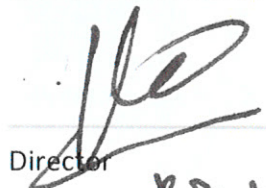
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the first date written above

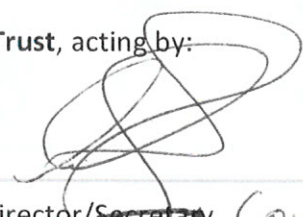
EXECUTED as a deed by affixing the corporate seal of)
the **Secretary of State for Education** authenticated by:-)


Duly authorised by the Secretary of State for Education)



EXECUTED as a deed by **Haileybury Academy Trust**, acting by:


Director
ROB WHITMORE


Director/Secretary **COLIN PARRY**

Annex A

SFA Dec 2020 v8

Annex B

SFA 25 August 2015

