

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR
CASTLE MANOR ACADEMY**

THIS DEED is made the 20 day of June 2018

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State");
and
- 2) Samuel Ward Academy Trust (the "Academy Trust"), a charitable company incorporated in England and Wales with registered number 07400386;

together referred to as the "Parties".

INTRODUCTION

- A. Castle Manor Academy of Eastern Avenue, Haverhill, Suffolk, CB9 9JE (the "Academy") is an academy within the meaning of the Academies Act 2010.
- B. The Academy was operated by The Castle Partnership Academy Trust (company number 08066451) until 1 December 2016 on which date the operation of the Academy was transferred to the Academy Trust.
- C. The Parties entered into a Supplemental Funding Agreement ("SFA") for the Academy by way of a Deed of Novation and Variation dated 1 December 2016.
- D. The Parties now wish to vary and amend certain terms of the SFA and wish to record their agreement as to such variations to the SFA by this Deed.
- E. This Deed is supplemental to the SFA.

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 SFA.

2. VARIATION

- 2.1 The Parties agree that with effect from 1 September 2017 the SFA shall be amended as follows:
 1. The 'Age Range' section of the Summary Sheet of the SFA shall be amended to state "11 – 16".
 2. The age range in clause 2.B of the SFA shall be amended to state "11 – 16".
- 2.2 Except as varied by this Deed, the SFA 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.

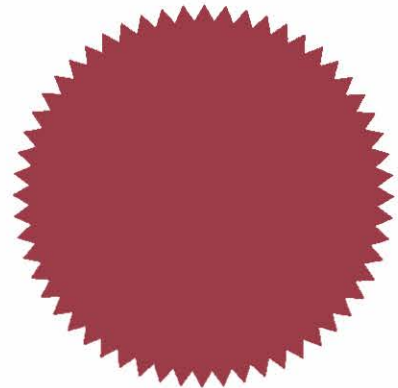
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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



Duly authorised by the Secretary of State for Education

(Handwritten signature)



EXECUTED AS A DEED by SAMUEL WARD ACADEMY

TRUST acting by one director Director ... [redacted]

in the presence of a witness: Print name... [redacted]

Witness [redacted]

Print name. [redacted]

Address [redacted]

Occupation... SECRETARY