

**DEED OF VARIATION
OF FUNDING AGREEMENT**

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

(2) **Every Child, Every Day Academy Trust** (formerly known as Grey Court School), a charitable company incorporated in England and Wales with registered company number 08185432) whose registered address is at Grey Court School, Ham Street, Ham, Richmond-upon-Thames, TW10 7HN ("**the Company**")

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement on 8 October 2012 in respect of Grey Court School in the form set out in Schedule 1 ("**Existing Funding Agreement**").
- B. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of academies in accordance with the **New Funding Agreements** (as defined below) and any agreement entered into between the parties which is supplemental to it.
- C. The Parties have therefore agreed to amend and re-state the terms of the Existing Funding Agreement, in accordance with the terms of this Deed.

LEGAL AGREEMENT

The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Funding Agreement shall be amended and re-stated in the form of the funding agreements (comprising a master funding agreement and a supplemental funding agreement relating to Grey Court School) contained in Schedule 2 (the "**New Funding Agreements**").

GOVERNING LAW AND JURISDICTION

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. 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).

COUNTERPARTS

5. 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 last date listed below.

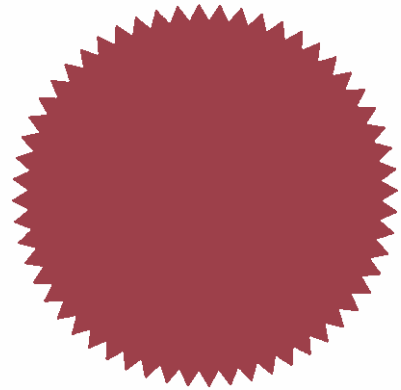
EXECUTED as a deed by Every
Child, Every Day Academy
Trust acting by one director in
the presence of a witness:

Director *F. Kitson*
Print name..... *F. KITSON*
Date *6 AUGUST 2016*

Witness *MARGARET BAILEY*
Print name..... *M Bailey*
Address [REDACTED]
Occupation..... [REDACTED]

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

)
)
)



[Signature]
.....
Duly authorised by the Secretary of State for Education

Date..... *31 August 2016*