

**DEED OF VARIATION TO THE FUNDING AGREEMENT OF FOREST WAY
SCHOOL**

THIS DEED is made the 28 day of September 2021

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Forest Way School, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07931627, whose registered office is c/o Forest Way School, Warren Hills Road, Coalville, LE67 4UU, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a funding agreement dated 1 March 2012 which was subsequently amended by way of deed of variations dated 30 August 2017 and 10 March 2020 (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 and replaced as follows:

In the summary sheet the ‘Planned number of places’ of 220 is replaced with 245.

Clause 1.14 shall be deleted and replaced with “The Academy Trust must ensure special educational provision is made at the Academy for one or more categories of SEN. These categories may include, but are not limited to MLD, SLD, PMLD, VI, HI, SLCN, ASD, MSI, PD and C & I.”

Clause 2.10 shall be deleted and replaced with “The planned number of places at the Academy is 245 places in the age range 3-19, including a sixth form of 37 places and an additional 12 places in the Communications and Interactions Unit.”

- 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

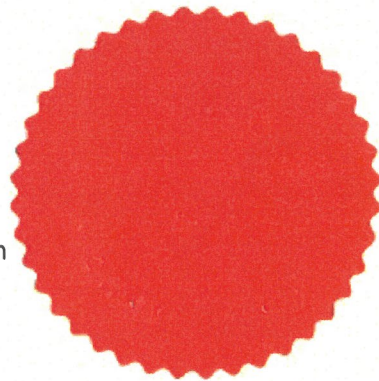
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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.

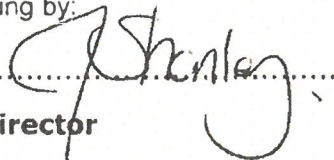
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-



Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Forest Way School, acting by:

.....

Director

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Director/Secretary