

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 30 day of August 2017

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Forest Way School, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07931627, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 March 2012 (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:

Clause 21 of the Funding Agreement shall be replaced – with:

Subject of clause 47 and 48 the number of pupil places for which the Academy is to be funded is 220 in the age range 3-19. This funding will cover a range in the number of pupils on roll at the Academy so that no change will be made to the funding unless the number of pupils on roll falls lower than 220 or rises higher than 220. This range may be varied by the Secretary of State by letter in subsequent funding years on the basis of demand for places. The Academy will be a special school whose requirements for:

- a) The admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) Pupil exclusions are set out in Annex C to this agreement.

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).

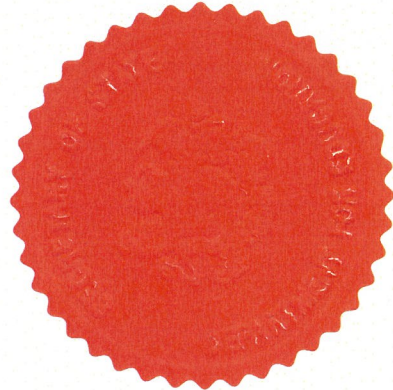
4. Counterparts

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.

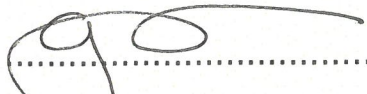
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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

GAIL SEATON

In the presence of:

W Sign 
I
T Name KERRIE FOX
N Address 7 SEYMOUR CLOSE, LOUGHBOROUGH, LE11 4FQ
S Occupation DEPUTY HEADTEACHER
S