

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 30<sup>th</sup> day of June 2022

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Education Alliance, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07542211, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by way of a deed of variation and novation dated 28 January 2016 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Malet Lambert, an academy, in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2022 the Supplemental Funding Agreement shall be amended as follows:
  - 2.1.1 On the summary sheet at page 4 the capacity number shall be amended so that the figure "1500" shall be deleted and replaced with the figure "1750".
  - 2.1.2 At clause 2.B the figure "1500" shall be deleted and replaced with the figure "1750".
- 2.2 Except as varied by this Deed, the Supplemental 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 **THE EDUCATION ALLIANCE** acting by:-



**Director**



In the presence of:

W Sign *Watson*  
I Name WENDY WATSON  
T Address 6 BURGATE, NORTH NEWBARD, YORK YO23 4SG.  
N  
E  
S Occupation Governance Team leader  
S