

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 27 day of AUGUST 2021

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Link Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10049068, together, the "**Parties**".

### INTRODUCTION

- A. Otterton Church of England Primary School is an academy within the meaning of the Academies Act 2010 and is currently operated by the Company (a multi-academy trust) the "**Academy**".
- B. The Parties entered into a supplemental funding agreement dated on or about 27 November 2019 (the "**Supplemental Funding Agreement**"), as set out in Schedule 1, relating to the establishment, maintenance and funding of an Academy in accordance with the Supplemental Funding Agreement.
- C. 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, as set out in Schedule 2.
- D. 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 SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended and re-stated in the form of the amended Otterton Church of England Primary School Supplemental Funding Agreement set out in the Schedule.
- 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 Link Academy Trust  
acting by:

.....  
**Director**

.....  
**Director/Secretary**

**OR**

**EXECUTED** as a deed by Link Academy Trust  
acting by:

.....  
**Director**

**In the presence of:**

<b>W</b>	<b>Sign</b>
<b>I</b>	
<b>T</b>	<b>Name</b>
<b>N</b>	
<b>E</b>	<b>Address</b>
<b>S</b>	
<b>S</b>	<b>Occupation</b>

**Schedule 1 – Existing SFA**