

**DEED OF VARIATION TO
THE SUPPLEMENTAL FUNDING AGREEMENT**

THIS DEED is made the day of 31 August 2022

BETWEEN

- 1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT ("**Secretary of State**"); and
- 2) **INSPIRE TRUST** incorporated and registered in England and Wales with company number 08775996 whose registered office is at Thomas Rotherham College, Moorgate Road, Rotherham, S60 2BE ("**Trust**"),

together, the "**Parties**".

INTRODUCTION

- A On 28 November 2013, the Parties entered into a single funding agreement in respect of Oakwood High School. This was varied by a deed of variation dated 30 June 2014 to take the form of a master funding agreement (together with a supplemental funding agreement in respect of Oakwood High School), as then amended and restated under a further deed of variation dated 31 October 2017.
- B On 31 October 2017, the Parties entered into a supplemental funding agreement ("**Supplemental Funding Agreement**") for Thomas Rotherham College, Moorgate Road, Rotherham, S60 2BE. In August 2021 the Supplemental Funding Agreement was varied and amended by a Deed of Variation.
- C The Parties now wish to further vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- D This Deed is supplemental to the Supplemental Funding Agreement.

INTERPRETATION

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.

VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:
- 2.1.1 In the Capacity Number section of the Summary Sheet, remove 1720 and replace with 1733;
- 2.1.2 Clause 2.B shall be replaced with:
- The planned capacity of the Academy is 1733 in the age range 16-19 (subject to clause 2.C).
- 2.1.4 Clauses 2.C shall be replaced with:
- 2.C The Academy is permitted to operate designated places for pupils with SEN (SEN Unit or Resourced Provision) with up to 33 planned places for pupils with high functioning medical and mental health support needs and those that are on the autism spectrum who have an EHCP, in the age range 16-25.

2.2 Except as varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

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.

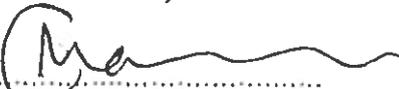
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

Counterparts

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 TRUST)
acting by one director)
in the presence of a witness:)

Director 

Print name P.E. JAGGER

Date

Witness 

Print name C.A. ECCLES

Address 3 MANOR CLOSE, TODWICK, SHEFFIELD, S26 1HP.

Occupation HEADTEACHER