

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 28th August 2024

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Liberty Academy Trust, a charitable company incorporated in England and Wales with registered company number 07954396 whose registered address is at 7 Lollard Street, London, SE11 6QH (the “**Company**”).

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 13th August 2013 (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

- a. 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows: In relation to Thames Valley School, the inclusion of an additional site at Hill Brow, Reading, Berkshire, RG2 8JD referred to Whitley Campus.
 - b. Whitley campus will provide six places to Early Years and eighteen places for Key Stage 3 provision for pupils with an EHC Plan
 - c. To increase the total planned number of places to 78.
- 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:-)
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)

..... J. Miller
Duly authorised by the Secretary of State for Education



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

[Handwritten signature]

[Handwritten signature]

.....
Director

.....
Director/Secretary

OR

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

.....
Director

In the presence of:

W Sign

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Name
Address
Occupation