

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT
OF PEACEHAVEN COMMUNITY SCHOOL**

THIS DEED is made the 18 day of March 2022

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Swale Academies Trust (the "Company") a charitable company incorporated in England and Wales with registered number 07344732, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 28 August 2019 (the "Funding Agreement") relating to the establishment, maintenance and funding of Peacehaven Community School as an Academy in accordance with the Funding Agreement that was supplemental to the master funding agreement between the same parties and dated 30 January 2015 as amended by a deed of variation dated 28 August 2019.
- 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:

By the deletion of clause 2C in its entirety and the substitution therefor of the following clause 2C:

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 20 planned places for pupils with Autistic Spectrum Disorder, and/or Speech, Language and Communication needs and in the age range 11 – 16."

- 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:-)

[Redacted signature])
Duly authorised Secretary of State for Education



EXECUTED as a deed by Swale Academies Trust acting by:

[Redacted signature]
.....
Director

In the presence of:

W I T N E S S	Sign [Redacted]
	Name [Redacted]
	Address [Redacted]
	Occupation [Redacted]