

Nower Hill High School

DEED OF VARIATION OF FUNDING AGREEMENT

The Parties to this Deed are:

- A. **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the **"Secretary of State"**); and
- B. **Nower Hill High School** a charitable company incorporated in England and Wales with registered company number 07690023, whose registered office is at George V Avenue, Pinner, Middlesex HA5 5RP (the **"Academy Trust "**)

together referred to as the **"Parties"**

INTRODUCTION

1. The Parties entered into a Funding Agreement relating to the establishment, maintenance and funding of a single academy, Nower Hill High School, on 1 August 2011 as varied by a Deed of Variation dated 21 November 2018, a copy of which is contained in Schedule A (the **"Existing FA"**).
2. The Academy Trust now wishes to update the Existing FA in order to adopt the Department for Education's current model single funding agreement.
3. The Parties therefore have agreed to amend and restate the terms of the Existing FA, in accordance with the terms of this Deed.

LEGAL AGREEMENT

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 New FA (as defined in clause 2 below).
2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed, the Existing FA shall be amended and restated in the form of a new agreement as contained in Schedule B (the **"New FA"**). For the avoidance of doubt, the New FA does not terminate or suspend the Existing FA but amends and restates it.

GOVERNING LAW AND JURISDICTION

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

4. The Parties irrevocably agree that the courts of England and Wales shall 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

5. 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 last date listed below.

EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by:-)
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Duly authorised by the Secretary of State for Education

Date.....

EXECUTED as a deed by Nower Hill High School acting by:


.....
Director

Print name... L.A. VODEN
Date..... 12/2/21.....


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Witness

Name: NICOLA EDWARDS
Address 10, ROSECROFT WALK
PINNER
HAS ILL