

RUSH COMMON SCHOOL

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made on14 August..... 2023

PARTIES

- (1) The Secretary of State for Education (the **Secretary of State**); and
 - (2) Abingdon Learning Trust (the **Company**), an academy trust company and exempt charity incorporated in England and Wales with company number 07931886 and registered office address at Hendred Way, Abingdon, Oxford, Oxfordshire OX14 2AW,
- together the **Parties**.

BACKGROUND

- A. The Parties entered into a supplemental funding agreement in respect of Rush Common School (the **Academy**) on 28 March 2018, a copy of which is contained in Schedule 1 (the **Existing SFA**).
- B. The Parties now wish to vary and amend and re-state the terms and conditions of the Existing SFA in accordance with the terms of this deed (the **Deed**).

AGREED TERMS

1. Definitions and 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 Amended SFA (as defined in clause 2 below).

2. Amendment and Re-Statement of SFA

- 2.1. The Secretary of State and the Company agree that with effect from the date of this Deed, in respect of the Academy, the Existing SFA shall be amended and re-stated in the form of the SFA set out in Schedule 2 (the **Amended SFA**). For the avoidance of doubt, the Amended SFA does not terminate or suspend the Existing SFA but amends and re-states it.

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.

Signed as a Deed by **ABINGDON LEARNING TRUST** acting by a director and its company secretary:



Director



Director

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


This Agreement was executed as a Deed on 14 August 2023

Executed on behalf of the **Academy Trust** by:



Director

in the presence of:



Witness

Name: R. YOUNG

Address: 

The Corporate Seal of

THE SECRETARY OF STATE FOR EDUCATION

affixed to this deed is authenticated by:

.....

Duly Authorised

