

# DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR

## CHALK HILL

THIS DEED is made the 27 day of January 2022

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) SENDAT , (the "Company") a charitable company incorporated in England and Wales with registered number 07729941, together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 30 October 2019 (the "Supplemental Funding Agreement") relating to the establishment, maintenance and funding of Chalk Hill in accordance with the Supplemental Funding Agreement.
3. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended to reflect 12 residential boarding places at Chalk Hill as follows:

Reference in the Summary page to number of boarding places shall be amended to read "12".

Reference in the Summary page shall be amended so that clause 5.G.1 , clause applies only to a boarding academy/boarding free school shall be marked Applied'.

Clause 1' Definitions and interpretation', a new definition Of National Minimum Standards shall be included as follows:

"National Minimum Standards" means the National Minimum Standards for Boarding Schools published by the Secretary of State under section 87C(1 ) of the Children Act 1989 as amended by the Care Standards Act 2000."

Clause 2.B shall be amended to read:

"The planned number of places at the Academy is 30 places in the age range 7-16 including 12 boarding places. The planned number of places and the age ranges are not determinative of GAG. GAG for each Academy Financial Year will be determined by the Secretary of State in accordance with clauses 3.12 and 3.15 of the Master Agreement.

Clause 5.G.1 shall be included as follows:

"If following an inspection, the Chief Inspector makes a notification to the Secretary of State in respect of the Academy under section 87(4) of the Children Act 1989, or the Chief Inspector is otherwise of the opinion that the Academy Trust has not met the National Minimum Standards or the Independent School Standards in respect of the Academy, the Secretary of State may serve a Termination Warning Notice, specifying the date by which the Academy Trust must make any representations."

Clause 5.H shall be amended to read:

"If the Secretary of State has served a Termination Warning Notice under clause 5.F or clause 5.G.1 and:

- a) has not received any representations from the Academy Trust by the date specified in the notice; or
- b) having considered the representations made by the Academy Trust remains satisfied that this Agreement should be terminated;

he may serve a Termination Notice."

Clause 5.1 shall be amended to read as:

"If the Chief Inspector gives a notice referred to in clause 5.F or clause 5.G.1 to the Academy Trust within two years after the Academy opened, the Secretary of State may only serve a Termination Warning Notice under clause 5.F or clause 5.G.1 if:

- a) the Chief Inspector has held a monitoring inspection under section 8 of the Education Act 2005 later than two years after the Academy opened; and
- b) the Chief Inspector considers that the Academy is not making enough progress towards the removal of the designation referred to in his notice.

Nothing in this clause prevents or prejudices the Secretary of State exercising any other rights arising from or under this Agreement (including, for the avoidance of doubt, any rights under clauses 5.B to 5.E)."

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

### 3. GOVERNING LAW AND JURISDICTION

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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

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Duly authorised by the Secretary of State for Education

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EXECUTED as a deed by SENDAT,

Director

In the presence of:

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