

THE SECRETARY OF STATE FOR EDUCATION (1)

and

ADVANTAGE SCHOOLS (2)

DEED OF VARIATION

relating to the supplemental funding agreement for
Bedford Free School

THIS DEED is made the 24th day of August 2021

(1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Secretary of State");

- and -

(2) Advantage Schools, formerly known as the Bedford and Kempston Free School Limited, a charitable company incorporated in England and Wales with registered company number 07337888 whose registered address is Bedford Free School, Cauldwell Street, Bedford, MK42 9AD (the "Company"),

together referred to as the "Parties".

INTRODUCTION

- A. The Parties entered into a single funding agreement on 22 June 2012, which was amended by a deed of variation dated 30 October 2013 and subsequently amended and restated as a master funding agreement and, in respect of Bedford Free School a supplemental funding agreement, by a deed on 9 March 2017 (the "Existing Funding Agreement").
- B. The Parties have agreed to amend and restate the terms of the supplemental funding agreement in respect of Bedford Free School in the Existing Funding Agreement on the terms set out in 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 Amended Funding Agreement (as defined in clause 2 below).
2. The Parties agree that with effect from the date of this Deed, the supplemental funding agreement in respect of Bedford Free School in the Existing Funding Agreement shall be amended and restated in the form of the supplemental funding agreement set out in the Schedule hereto (the "New Supplemental Funding Agreement").
3. For the avoidance of doubt, the New Supplemental Funding Agreement does not terminate or suspend the Existing Funding Agreement or any part of it, but amends and re-states it in respect of Bedford Free School.

GOVERNING LAW AND JURISDICTION

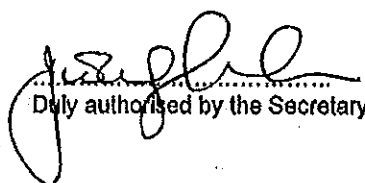
4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
5. The Parties irrevocably agree that the courts of England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

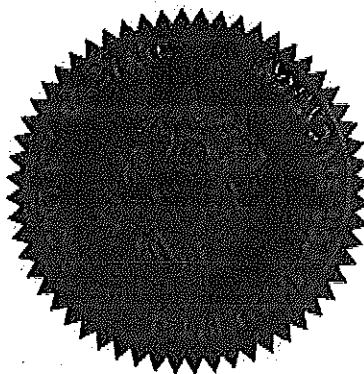
COUNTERPARTS

6. 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:-


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



EXECUTED as a deed by
Advantage Schools acting by:


.....
Director

Print name... MICHAEL CONARD

Witnessed by 
.....
Signature

Full name... SIMON JAMES CAMPBELL

Address... 

Occupation... CHIEF OPERATING OFFICER 

**SCHEDULE
NEW SUPPLEMENTAL FUNDING AGREEMENT**

[REDACTED]