

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR
HOUSTONE SCHOOL**

THIS DEED is made the 15 day of April 2024

BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- 2) **Advantage Schools**, a charitable company incorporated in England and Wales with registered company number 07337888 whose registered address is at Bedford i-Lab, Priory Business Park, Bedford, England, MK44 3RZ (the "**Company**"),

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 28 February 2022 as amended by way of a deed of variation dated 1 September 2022 (the "**SFA**") relating to the establishment, maintenance and funding of Houstone School (the "**Academy**") in accordance with the SFA.
- B. The Parties now wish to vary and amend certain terms and conditions of the SFA in accordance with the terms of this Deed.
- C. This Deed is supplemental to the SFA.

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 SFA.

2. VARIATION OF THE SFA

- 2.1 The Parties agree that with effect from the date of this Deed the SFA shall be amended in accordance with the changes set out in the Schedule to this Deed.
- 2.2 Except as varied by this Deed, the SFA 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

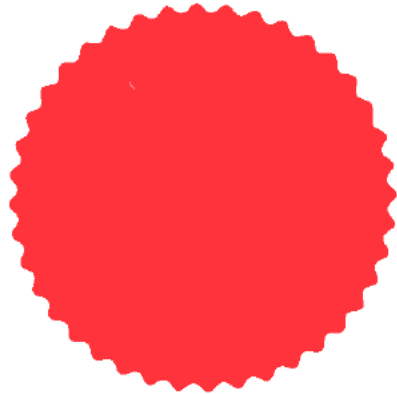
- 4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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 area]

(Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Advantage Schools,** acting by:

[Redacted signature area]

Director

In the presence of:

W
I
T
N
E
S
S

Sign
Name
Address
Occupation

[Redacted witness information]

SCHEDULE
CHANGES TO THE SFA

1. Clause 3.C in the SFA shall be deleted and replaced with the following wording:

3.C *From the Academy Financial Year 2027/2028 onwards the basis of the pupil number count for the purpose of determining GAG will no longer be the estimate provided in accordance with clause 3.B, but in that and all following Academy Financial Years will be determined in accordance with clause 3.F.*

2. Clause 3.F in the SFA shall be deleted and replaced with the following wording:

3.F *For Academy Financial Years from 2027/2028, the basis of the pupil count for determining GAG will be:*

a) for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and

b) for pupils in Year 12 and above, the formula which is in use at the time for maintained schools.