

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the *29<sup>th</sup>* day of *September* 2015

### BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
  - 2) Torch Academy Gateway Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07635510;
- together, the “**Parties**”.

### INTRODUCTION

- A. The Nottingham Free School is an academy within the meaning of the Academies Act 2010 (the “**Academy**”) and is currently operated by the Company.
- B. The Parties entered into a supplemental funding agreement dated 7 July 2014 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of the Academy in accordance with the Funding Agreement.
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the 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 Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the first plan only attached as Annex 2 of the Funding Agreement with the heading “Haydn Road, Nottingham FST” shall be substituted with the plan attached as Schedule 1 to this Deed.
- 2.3 Except as varied by this Deed, the Funding Agreement 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 Torch Academy Gateway Trust,  
acting by:

*A. Rehman*  
.....

**Director**

*J. Egan*  
.....

**Director/Secretary**

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

*David Millett*  
.....

Duly authorised by the Secretary of State for Education

