

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT
FOR WILLIAM HULME'S GRAMMAR SCHOOL**

THIS DEED is made the 4 day of April 2018

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
 - 2) United Learning Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 04439859;
- together, the "**Parties**".

INTRODUCTION

- A. This Deed is supplemental to and amends a supplemental funding agreement dated 26 February 2007 made between the Secretary of State for Education and Skills and the Company relating to the establishment, maintenance and funding of William Hulme's Grammar School; this supplemental funding agreement was amended by a Deed of Amendment dated 11 July 2016 made between the Secretary of State for Education and the Company (the "**Funding Agreement**").
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

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 following additional clauses shall be inserted into the Funding Agreement:

"2.5 The Company must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 12 planned places for pupils with Autism Spectrum Disorder in the age range 11-18.

2.6 The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Company and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area."

2.2 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

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:-)
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[Handwritten Signature]

 Duly authorised by the Secretary of State for Education



EXECUTED as a deed by United Learning Trust,
acting by:


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Director

In the presence of:

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S
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Sign



Name

Ruta Kurtinaityte

Address

60 Brindley Close, Wembley, HA0 1BT

Occupation

London Support Officer

