

**DEED OF VARIATION OF FUNDING AGREEMENT**

**INTRODUCTION**

A Deed of Variation of Funding Agreement (the "Deed") is made between the parties set out in clause 1.1 of this Deed, in relation to the funding agreement made between the parties set out in clause 1.1 of this Deed, in relation to the funding agreement made between the parties set out in clause 1.1 of this Deed.

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**LEGAL AGREEMENT**

The parties to this Deed are the parties set out in clause 1.1 of this Deed, in relation to the funding agreement made between the parties set out in clause 1.1 of this Deed.

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**GOVERNING LAW AND JURISDICTION**

The Deed is made in relation to the funding agreement made between the parties set out in clause 1.1 of this Deed, in relation to the funding agreement made between the parties set out in clause 1.1 of this Deed.

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The Parties to this Deed are:

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

- and -

(2) **GFM Education**, a charitable company incorporated in England and Wales with registered company number 07834711 whose registered address is at Bay House School, Gomer Lane, Alverstoke, Gosport, Hampshire, PO12 2QF (the "**Company**").

together referred to as the "**Parties**".

## INTRODUCTION

- A. GFM Education (formerly Bay House School) was formed as a single academy trust company on 3 November 2011. The Parties have agreed that the Company will convert from a single academy trust company to a multi academy trust company
- B. The Parties have entered into a single funding agreement in respect of Bay House School on 1 January 2012, a copy of which is contained in Schedule 1, (the "**Existing Funding Agreement**").
- C. The Parties have agreed to amend and re-state the terms of 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 Master Funding Agreement (as defined in clause 2 below).
2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Funding Agreement shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 2 (the "**Master Funding Agreement**"), and the Supplemental Funding Agreement in respect of Bay House School set out in Schedule 3 (the "**Supplemental Funding Agreement**"). For the avoidance of doubt, the Master Funding Agreement and the Supplemental Funding Agreement does not terminate or suspend the Existing Funding Agreement but amends and re-states it.

## GOVERNING LAW AND JURISDICTION

3. 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.
4. 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**

5. 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 last date listed below.

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

*Mani Adams*



Duly authorised by the Secretary of State for Education

Date 28 MARCH 2017

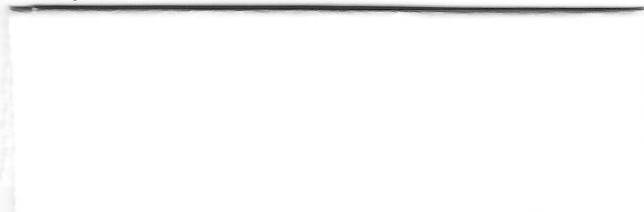
**EXECUTED** as a deed by **GFM Education** acting by a director in the presence of:

*Sc Maragou*  
.....  
Director

*Bluro*  
.....  
Witness signature

Name: VANESSA SHORTER

Occupation: PA



Schedule 1

COURT REPORTS

Existing Funding Agreement

The Board may be provided in any manner of records and by the order to it on separate copies of which a copy shall be made and shall be an original.

It is the policy of the Board to provide for the education of all children who are of legal age and who are residing in the State of Michigan.

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**FREEDOM OF INFORMATION REDACTION SHEET**

**BAY HOUSE SCHOOL**

**FUNDING AGREEMENT**

**Exemptions in full**

n/a

**Partial exemptions**

Personal Information has been redacted from this document under Section 40 of the Freedom of Information (FOI) Act.

Section 40 of the FOI Act concerns personal data within the meaning of the Data Protection Act 1998.

**Factors for disclosure**

- further to the understanding of and increase participation in the public debate of issues concerning Academies.
- to ensure transparency in the accountability of public funds

**Factors for Withholding**

- To comply with obligations under the Data Protection Act

Reasons why public interest favours withholding information

Whilst releasing the majority of Bay House School and Funding Agreement will further the public understanding of Academies. The whole of Bay House School and Funding Agreement cannot be revealed. If the personal information redacted was to be revealed under the FOI Act, Personal Data and Commercial interests would be prejudiced.