

**DATED**

**24th August 2022**

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**THE SECRETARY OF STATE FOR EDUCATION**

**(1)**

**AND**

**BETHS GRAMMAR SCHOOL**

**(2)**

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**DEED OF VARIATION**

relating to the funding agreement for Beths Grammar School

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This Deed is dated

24th August 2022

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) **BETHS GRAMMAR SCHOOL**, a charitable company incorporated in England and Wales with registered company number 07379768 whose registered address is at Beths Grammar School, Hartford Road, Bexley, DA5 1NE (the "**Company**"),

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

## **INTRODUCTION**

- A. The Parties entered into a Funding Agreement on or around 30 September 2010 which was amended and restated by way of a deed of variation dated 18 September 2017, a copy of which is contained in Schedule 1 (the "**Existing Funding Agreement**").
- B. 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 Funding Agreement (as defined in clause 2 below).
2. The Parties 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 Funding Agreement set out in Schedule 2 (the "**Amended Funding Agreement**"). For the avoidance of doubt, the Amended 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.

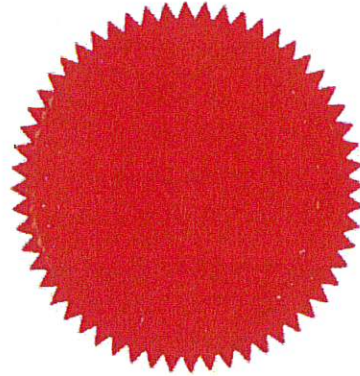
4. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Deed, or its subject matter or formation (including non-contractual disputes or claims).

#### **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 written below.

EXECUTED as a deed by affixing the corporate seal )  
of THE SECRETARY OF STATE FOR EDUCATION )  
authenticated by:- )



J Miller

Duly authorised by the SECRETARY OF STATE FOR EDUCATION

Date 24/08/22

EXECUTED as a deed by  
BETHS GRAMMAR SCHOOL acting by  
one director in the presence of a witness:

Director RJ Blyghton  
Print name R. J. BLYGHTON

Witness [Signature]  
Print name L. K. GIBSON  
Address [Redacted]

Occupation BUSINESS MANAGER