

**EVOLUTION ACADEMY TRUST**

**DEED OF VARIATION OF  
ANGEL ROAD JUNIOR SCHOOL  
SUPPLEMENTAL FUNDING AGREEMENT**

24 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) **EVOLUTION ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number **08158619** whose registered address is at Suite 1 Keswick Hall, Keswick Hall, Norwich, England, NR4 6TJ (the "**Company**"),

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

## **INTRODUCTION**

- A. The Secretary of State for Education and Diversa Multi Academy Trust Limited (the "**Former Academy Trust**") entered into a supplemental funding agreement in respect of Angel Road Junior School on 28 March 2018 (the "**Original SFA**");
- B. The Parties and the Former Academy Trust entered into a deed of novation and variation on 28 August 2019 to novate the Original SFA from the Former Academy Trust to the Company and to amend and restate the terms of the Original SFA, a copy of the Original SFA as amended and restated is contained in Schedule 1 (the "**Existing SFA**"); and
- C. The Parties have agreed to amend and re-state the terms of the the Existing SFA 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 SFA (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from 1 September 2022, the Existing SFA shall be amended and re-stated in the form of the Amended SFA set out in Schedule 2 (the "**Amended SFA**"). For the avoidance of doubt, the Amended SFA does not terminate or suspend the Existing SFA but further 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.

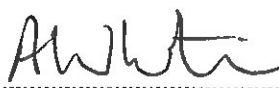
**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

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

.....  
Duly authorised by the Secretary of State for Education


Date.....

**EXECUTED** as a deed by  
**Evolution Academy Trust**  
acting by:

  
.....  
Director

Print name... A.J. WHITEHEAD .....

Date... 16/8/22 .....

Witnessed by   
.....  
Signature

Full name... KARA ALDROFT .....

Address... ..

Occupation... P.A. .....

**Schedule 1**

**Existing SFA**