

**THE SECRETARY OF STATE FOR EDUCATION** (1)

and

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**BISHOP'S HATFIELD GIRLS' SCHOOL** (2)

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**DEED OF VARIATION**

relating to the funding agreement for  
Bishop's Hatfield Girls' School

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THIS DEED is made the

day of

2021

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

- and -

(2) **Bishop's Hatfield Girls' School** a charitable company incorporated in England and Wales with registered company number 07831507 whose registered address is Bishop's Hatfield Girl's School, Woods Avenue, Hatfield AL10 8NL (the **"Company"**),

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

## INTRODUCTION

- A. The Parties entered into a funding agreement in respect of Bishop's Hatfield Girls' School on 1 January 2012, as subsequently varied by the terms of a deed of variation dated 24 October 2018 (the **"Existing Funding Agreement"**).
- B. The Parties have agreed to amend and restate 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 restated in the form of the funding agreement set out in the Schedule (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

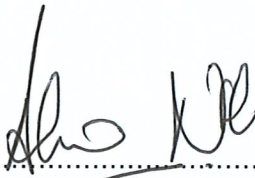
- 5. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.


IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

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

EXECUTED as a deed by  
**Bishop's Hatfield Girls' School**  
acting by:

  
.....  
Director  
Print name ANDREW NORTH

  
.....  
Witnessed by  
Signature  
Full name STEVE WAINWRIGHT  
Address 2. YOUNG'S RISE  
WELDON GARDEN  
Occupation PROPERTY CONSULTANT

**SCHEDULE 1**  
**AMENDED FUNDING AGREEMENT**

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