DEED OF TERMINATION OF SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is dated the 26th day of July 2022

PARTIES

(1) THE SECRETARY OF STATE FOR EDUCATION (the "**Secretary of State**"); and

(2) ORCHARD HILL COLLEGE ACADEMY TRUST, a charitable company incorporated in England and Wales with registered company number 08476149, whose registered office is at Quadrant House, The Quadrant, Brighton Road, Sutton, England, SM2 5AS ("the **Company**")

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

BACKGROUND

(A) The Parties entered into an agreement dated 23 June 2017 (the "**Supplemental Funding Agreement**").

(B) The Parties have agreed to amalgamate Link Primary School and Link Secondary School.

(C) The Parties agree to terminate the Supplemental Funding Agreement with effect from 1 September 2022 (the "**Termination Date**") on the terms set out in this deed of termination (the "**Deed**").

AGREED TERMS

1. DEFINITIONS

In this Deed, unless the context otherwise requires, expressions defined in the Supplemental Funding Agreement and used in this Deed shall have the meaning set out in the Supplemental Funding Agreement. The rules of interpretation set out in the Supplemental Funding Agreement apply to this Deed.

2. TERMINATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

2.1 The Supplemental Funding Agreement is terminated with effect from the Termination Date.

2.2 All provisions of the Supplemental Funding Agreement, including any which are expressly stated in the Supplemental Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

2.3 The Parties agree that termination of the Supplemental Funding Agreement on the Termination Date shall not constitute termination for the purposes of clause 4.D of the Supplemental Funding Agreement.

3. RELEASE AND WAIVER

Termination of the Supplemental Funding Agreement shall not affect or prejudice any claim or demand that either Party may have against the other under or in connection with the Supplemental Funding Agreement arising before the Termination Date.

4. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

5. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. JURISDICTION

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).

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed on behalf of the Company:

SIGNED by JOHN PRIOR.	
(Director name)	(Director sign)
Duly authorised on behalf of the Company	
IN THE PRESENCE OF A WITNESS	
Witness signature:	SUZANNA CHALLENGER
Witness name:	8th FLOOR QUADRANT HOUSE
Witness address:	THE QUADRANT
	SUTTON
	SM2 5AS

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

Duly Authorised