DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 27 day of December 2024

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and

2) Orchard Hill College Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08476149, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement by way of a deed of variation dated on 26 July 2022 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of The Link School (the "**Academy**") in accordance with the Supplemental Funding Agreement.

B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.

C. This Deed is supplemental to the Supplemental Funding Agreement.

1. INTERPRETATION

1. 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 Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

2.1 The Parties agree that with effect from 1 November 2024 the Supplemental Funding Agreement shall be amended as follows:

a) amending the summary sheet by removing the existing sections referring to "Planned number of places" and "Address and title number of Land" and replacing with the below:

Planned number of places (if the academy has a nursery provision please provide a breakdown of nursery and statutory school age places)	160
Address and title number of Land	**Permanent Site**: The Link School, 82-84 Croydon Road, Beddington, Croydon, CR0 4PD; 86 Croydon Road, Beddington, Croydon; 138-142 Croydon Road, Beddington, Croydon;

	136 Croydon Road, Beddington, Croydon, CR0 4PG; 134 Croydon Road, Beddington, Croydon, CR0 4PG; 132 Croydon Road, Beddington, Croydon; 1A Garrett Close, Beddington, Croydon; and The Bungalow, Lavington Road, Croydon, CR0 4PQ; Registered with title numbers: (1) SY86834; (2) SGL11832; (3) SGL82190; (4) SGL33329; (5) SGL157613; (6) SY139244; (7) SY122313; and (8) SY122120. **Satellite sites**: Mollison Drive Wallington, SM6 9JN with title number SY278292; and 3 Carew Manor Cottages, Church Road, Wallington. Surrey SM6 7NH with title number SY112279

b) replacing existing clause 2.C with the following new clause 2.C:

"2.C The planned number of places at the Academy is 160 places in the age range 4 to 19."

2.2 Except as varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

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

3.2 The parties irrevocably agree that the English courts 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).

4. Counterparts

4.1 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 Orchard Hill College Academy Trust, acting by:

.....

Director

In the presence of:

.....

Witness

Name: BEVERLEY DAVIDSON

Address: OHCAT, COPTHALL HOUSE, 9 THE PAVEMENT, GROVE ROAD, SM1 1DA

Occupation: PA TEAM MANAGER