

**DEED OF CONFIRMATION OF ARRANGEMENTS RELATING TO THE
ESTABLISHMENT, MAINTENANCE AND FUNDING IN RESPECT OF BEACON
HILL ACADEMY**

19 / 12 / 2018

The Parties to this Deed are:

- (1) **The Secretary of State for Education** (the “**Secretary of State**”); and
- (2) **Beacon Hill Academy**, a charitable company incorporated in England and Wales with registered company number 08183461 (the “**Company**”)

together referred to as the “**Parties**”

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 17th August 2012 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Beacon Hill Academy (the Academy).
- B. To the best of the Parties’ knowledge the original of the Funding Agreement has been lost or destroyed.
- C. The Parties therefore have agreed to confirm the arrangements relating to the establishment, maintenance and funding in respect of the Academy, in accordance with the terms of this Deed.

LEGAL AGREEMENT

Confirmation

1. The Parties confirm that the funding agreement scheduled to this Deed as Schedule 1 is, to the best of their knowledge, in the form of the Funding Agreement, and acknowledge and agree that it represents the contractual agreement between the Parties, in full legal force and effect, on and from the date of execution of the Funding Agreement and as of the date of this Deed.

Entire Agreement

2. The Parties acknowledge and agree that, to the extent of inconsistency between the terms of the Funding Agreement and the terms of the agreement scheduled to this deed, the “**Confirmed Agreement**”, the Confirmed Agreement shall prevail, and further acknowledge and agree that this Deed and the Confirmed Agreement together constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Counterparts

3. 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.

Governing Law

4. 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.
5. 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).

Exclusion of Third Party Rights

6. A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

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 on behalf of
Beacon Hill Academy by:

ANTHONY FISH

Tony Fish

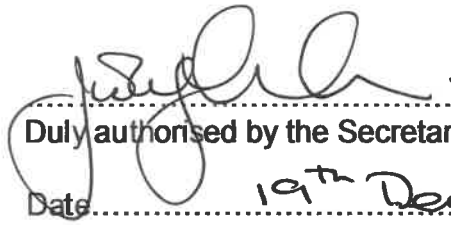
In the presence of:

Witness. SUZANNE HOMA-STIRNICK

Address. 10 Beacon Hill Academy

Occupation. HR Manager

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


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Duly authorised by the Secretary of State for Education
Date 19th December 2018.....

