

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 21 day of October 201

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The St Bartholomew's CE Multi Academy Trust (the "**Company**") (a company incorporated in England and Wales with registered number 10312858) whose registered office is at St Bartholomew's CE Primary School, Sedgley Road, Penn, Wolverhampton WV4 5LG together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 22 August 2016 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

- 2.1.1 removing the following row from the table on page 4:

Capacity number	345
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and inserting the following row into the table on page 4:

Capacity number	420
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- 2.1.2 removing clause 2.B and inserting the following as a new clause 2.B:

"The planned capacity of the Academy is 420 in the age range 4 – 11. In addition, there is a nursery unit of 60 part-time places. The Academy will be an all ability inclusive school."

- 2.2 Except as varied by this Deed, the 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

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:-)
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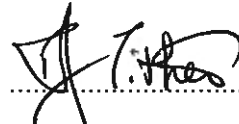
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **St Bartholomew's CE Multi Academy Trust**, acting by:



.....
Director



.....
Director