

**DEED OF VARIATION  
OF THE  
FUNDING AGREEMENT  
RELATING TO ST. MICHAEL'S CATHOLIC COLLEGE**

The Parties to this Deed are:

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

- and -

(2) **St. Michael's Catholic College**, a charitable company incorporated in England and Wales with registered company number 08160034 whose registered address is at Llewellyn Street, London, SE16 4UN (the "**Company**");

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

## **INTRODUCTION**

- A. The Parties entered into a funding agreement dated 26 November 2012 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as St. Michael's Catholic College (the "**Academy**").
- B. The Parties have agreed to amend and re-state the terms of the Funding Agreement and wish to record their agreement as to such amendments to the Funding Agreement on the terms set out in this Deed to reflect an expansion at St. Michael's Catholic College from 1 September 2017.

## **LEGAL AGREEMENT**

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Funding Agreement, bear the meaning given to it in the Funding Agreement.
2. The Secretary of State and the Company agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

## **GOVERNING LAW AND JURISDICTION**

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).

## **COUNTERPARTS**

6. 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 last date listed below.

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



*[Handwritten signature]*  
.....

Duly authorised by the Secretary of State for Education  
Date..... 23/11/16 .....

**EXECUTED** as a deed by  
**St. Michael's Catholic College** acting by:

*[Handwritten signature]*  
.....  
Director

Print name..... MRS G M GRABOWSKI  
Date..... 3/11/2016 .....

*[Handwritten signature]*  
.....  
Director/Secretary

Print name..... A. DOOSTER  
Date..... 08/11/16 .....

**Schedule 1**  
**Amendments to the Funding Agreement**

1. Clause 17 of the Funding Agreement shall be replaced with:

"The planned capacity of the Academy is 750 in the age range 11 to 16 years, plus a sixth form of 300 places. The Academy will be an all ability inclusive school whose requirements for:

- a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
- c) pupil exclusions are set out in Annex D to this Agreement.

2. Clause 46 of the Funding shall be replaced with:

"Where either of the following conditions applies in respect of an Academy Financial Year, the basis of the pupil count shall be determined by the Secretary of State, taking account of any diseconomies of scale that the Academy will be under as a result of such condition(s) applying. The conditions are:

- a. not all planned Year-groups will be present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and
- b. the total number of pupils as measured in the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question is less than 90% or more of the planned final size of the Academy, which is 750 in the age range 11 to 16 years plus a sixth form of 300 places, and has not at any previous time been greater than 90% of that number."