

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 31st day of JANUARY 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Birmingham Diocesan Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10729883, together, the "**Parties**".

### INTRODUCTION

- A. The Parties have entered into a funding agreement dated on or about 30 August 2017 and eight Supplemental Funding Agreements in respect of the following academies:
- Hawkesley Church Primary Academy;
  - St George's Church of England Primary School;
  - St George's Church of England Academy, Newtown;
  - St Clement's Church of England Academy;
  - St Michael's CofE Primary Academy, Handsworth;
  - The Nethersole CofE Academy;
  - St Margaret's Church of England Primary School; and
  - Coleshill Church of England Primary School
- (the "**Funding Agreements**") relating to the establishment, maintenance and funding of these Academies in accordance with the Funding Agreements.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreements in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreements.

### 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 Funding Agreements.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreements contained in Schedule 1 shall be amended and re-stated in the form of the Funding Agreements contained in Schedule 2.
- 2.2 Except as varied by this Deed, the Funding Agreements 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:- )  
)  
)

[Redacted signature area]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Birmingham Diocesan Academies Trust**, acting by:

[Redacted signature area]

**Director**

In the presence of:

W Sign [Redacted]  
I  
T Name [Redacted]  
N  
E Address [Redacted]  
S  
S Occupation SAFEGUARDING OFFICER .