

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 28<sup>th</sup> day of FEBRUARY 2019

### BETWEEN

- 1) The Secretary Of State For Education (the "**Secretary of State**"); and
- 2) Bishop Vesey's Grammar School, a charitable company registered in England and Wales with company number 07986921 and whose registered office is at Bishop Vesey's Grammar School, Lichfield Road, Sutton Coldfield B74 2NH (the "**Company**");

together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on 27 March 2012 (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:

Clause 17 of the Funding Agreement shall be changed from "The planned capacity of the Academy is 1020 in the age range 11-18, including a sixth form of 400 places" to "The planned capacity of the Academy is 1360 in the age range 11-18, including a sixth form of 400."

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

### **3. Governing law and jurisdiction**

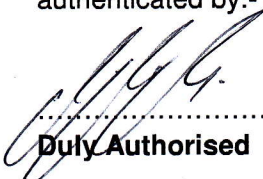
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive 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).

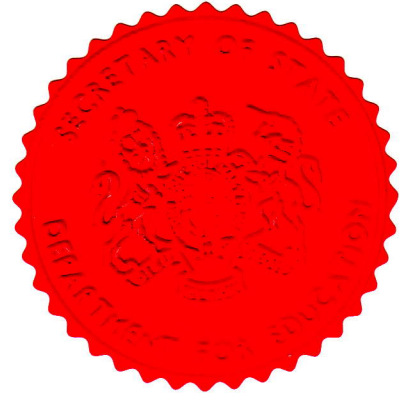
### **4. Counterparts**

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:- )  
)  
)


  
..... PETER JUDGE  
**Duly Authorised**



**EXECUTED** as a deed by **Bishop Vesey's Grammar School**, acting by:

  
.....  
**Director**

In the presence of:

W Sign.....  
I  
T Name ..... SHARON WEBLIN  
N  
E Address ..... BVGS, LICHFIELD Rd, B74 2NH  
S  
S Occupation.....HEADTEACHER'S PA