

DATED 21 February **2020**

THE SECRETARY OF STATE FOR EDUCATION (1)

and

THE WAVERLEY EDUCATION FOUNDATION LTD (2)

DEED OF VARIATION
relating to a Funding Agreement

DEED OF VARIATION TO THE FUNDING AGREEMENT

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Waverley Education Foundation Ltd, a charitable company incorporated in England and Wales with registered number 8331922 and whose registered office is at Waverley School, 311 Yardley Green Road, Bordesley Green, Birmingham B9 5QA ("the Trust").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 30 July 2015 relating to the establishment, maintenance and funding of an Academy known as Waverley School ("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.

INTERPRETATION

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

VARIAION OF THE FUNDING AGREEMENT

3. The Secretary of State and the Trust agree that with effect from 1 September 2020 the Funding Agreement shall be amended in accordance with Schedule 1 to this Deed.
4. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

5. 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.

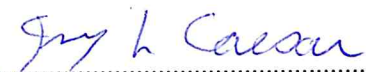
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

EXECUTED as a Deed by affixing the Corporate Seal of the Secretary of State for Education authenticated by:


.....
Duly Authorised by the Secretary of State for Education



EXECUTED as a deed by THE WAVERLEY EDUCATION FOUNDATION LTD acting by:


.....
Director
Print name IVY L CAESAR

.....
Witness 
Print name KAMAL MADIE
Address 311 YARLEY GREEN ROAD
RODLESLEY GREEN
BIRMINGHAM
B9 7QA

Schedule 1

Amendments to the Funding Agreement

1. That the capacity number of 1824 on the summary sheet on page 4 be deleted and replaced with 1974.
2. That the current clause 2.B on page 10 shall be deleted and replaced with the following clause:

"2.B The planned capacity of the Academy is 1974 in the age range 4 – 19, including a sixth form of 200 places and which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school. "