

BARNET CITY ACADEMY

**DEED OF VARIATION OF
SUPPLEMENTAL FUNDING AGREEMENT**

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) **Barnet City Academy** of London Academy, Spur Road, Edgware, Middlesex, HA8 8DE (company number 04389132) (the "**Company**")

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

INTRODUCTION

- A. The Parties entered into a Supplemental Funding Agreement on 27 March 2013 (the "**Supplemental Funding Agreement**") in relation to the London Academy (the "**Academy**").
- B. The Company has requested to expand the age range of the Academy from 11-18 to 4-19 hereby increasing the planned capacity from 1425 to 1870. The change of age range and planned capacity requires consequential amendments to the Supplemental Funding Agreement.
- C. The Parties have agreed to amend the Supplemental Funding Agreement in accordance with the amendments listed in Schedule 1 and in accordance with this Deed.

LEGAL AGREEMENT

- 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 Supplemental Funding Agreement as defined in recital A above. For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement is amended in accordance with Schedule 1 of this Deed.
- 3. As varied by this Deed, the Supplemental 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

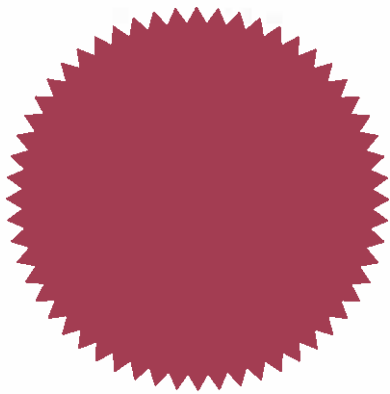
6. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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:-)
)
)


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

Date..... 23/8/16



EXECUTED as a deed by **Barnet City Academy** acting by:

A H Trig
.....
Director

Print name..... A-H-TRIGG

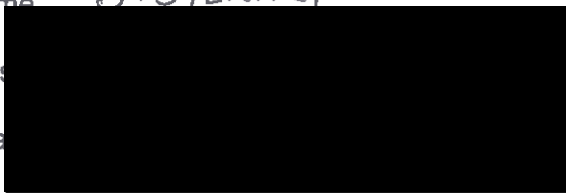
Date..... 3-8-16

Witnessed by D Stewart
.....
Signature

Full name D-STEWART

Address

Occupation



Schedule 1

1. Clause 2.5 of the Supplemental Funding Agreement shall be deleted and replaced with the following:

2.5 The planned capacity of the Academy is 1870 in the age range 4-19, including a sixth form of 400 places.