

OAKWOOD ACADEMY, VISUAL ARTS, TECHNOLOGY & SPORTS COLLEGE

**DEED OF VARIATION
OF FUNDING AGREEMENT 2014**

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) **Oakwood Academy, Visual Arts, Technology & Sports College** a charitable company incorporated in England and Wales (company number 07982516) whose registered address is at Chatsworth Road, Ellesmere Park, Eccles, Manchester M30 9DY (the "**Company**");

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

INTRODUCTION

- A. The Parties have entered into a Funding Agreement on 1 May 2012, relating to the establishment, maintenance and funding of an independent school known as Oakwood Academy, Visual Arts, Technology & Sports College (the "**Funding Agreement**").
- B. The Parties have agreed to vary the terms of the Funding Agreement, in accordance with the terms of 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 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

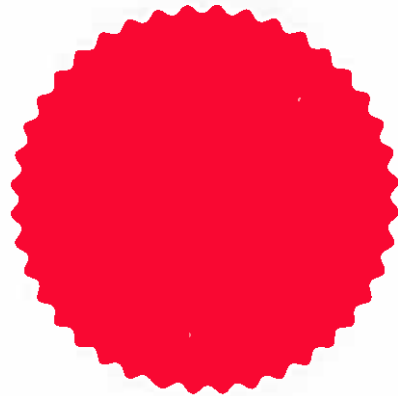
- 4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 5. The Parties irrevocably agree that the courts of 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:-)
)
)



David McLean
.....
Duly authorised by the Secretary of State for Education
Date..... *11/6/14*

EXECUTED as a deed by
Oakwood Academy, Visual
Arts, Technology & Sports
College acting by:

A. Nicholson
.....
Director
Print name..... *AMANDA NICHOLSON*

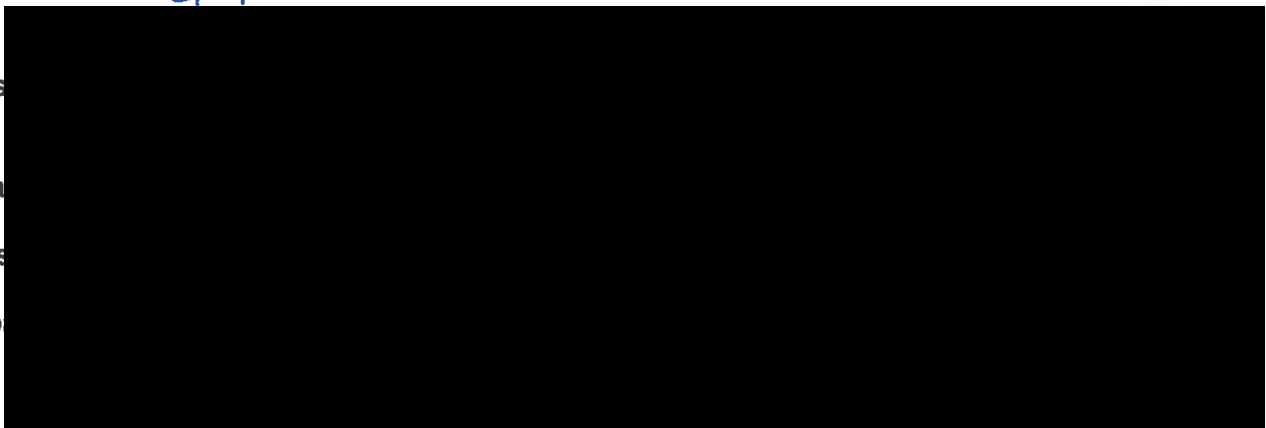
Date..... *3/6/14*

Witness

Full name

Address

Occupation



SCHEDULE 1

AMENDMENTS TO FUNDING AGREEMENT

The Funding Agreement shall be amended in accordance with the following clauses:

1. Clause 21 of the Funding Agreement shall be replaced with the following Clause 21:

"21) Subject to Clauses 47 and 48, the number of pupil places for which the Academy is to be funded is 244 in the age range 11-18 including a sixth form of 60 places. The number of funded places may be varied by the Secretary of State by letter in subsequent funding years on the basis of demand for places. The Academy will be a special school whose requirements for:

- a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) pupil exclusions are set out in Annex C to this Agreement."

2. Clause 27 of the Funding Agreement shall be replaced with the following Clause 27:

"27) The curriculum provided by the Academy to pupils up to the age of 18 shall be broad and balanced."