

**THIS DEED** is made the      day of                          2015

## BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Sutton Academy, (the “**Company**”) [a charitable company incorporated in England and Wales, with registered number 7103919 together, the “**Parties**”.

## INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 14 December 2009 (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

- 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 Agreement.**

## 2. Variation of the Funding Agreement

- 2.1 The Parties agree that with effect from the date of this Deed:**

- 2.1.1** In the first line of Clause 22, delete the word

***"arrangements"***

**And replace it with**

***"requirements"***

- 2.1.2 In Clause 22a) delete the words**

*"together with the arrangements for making changes to such arrangements, including the requirement to secure the consent of the Secretary of State to such changes, such consent not to be unreasonably withheld or delayed,"*

- 2.1.3 After Clause 22 insert the following:**

***"22A) The Academy will have a capacity of 200 pupils in the sixth form with 100 in year 12 from 2014/15 onwards."***

2.1.4 Annex B shall be deleted and replaced with the new Annex B attached to this Deed.

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**

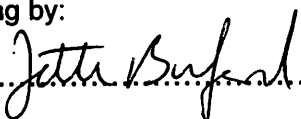
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**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:- )

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

EXECUTED as a deed by,  
acting by:

.....  


**Director**

.....  


**Director/Secretary**

**OR**

**EXECUTED** as a deed by:

Acting by:

.....

**Director**

In the presence of:

W	Sign
I	
T	Name
N	
E	Address
S	
S	Occupation