

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 31 day of January 2018

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Cathedral Schools Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 06516626, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by a deed of variation dated 28 January 2016 as varied on 3 July 2017 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an academy known as Bristol Cathedral Choir School (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.1 in the summary sheet on page 4:

- (a) the capacity number of "820" is replaced with a capacity number of "1,050"; and
- (b) the sixth form places number of 240" is replaced with a sixth form place number of "300";

2.1.2 clause 2B is replaced with the following new clause 2B:

"The planned capacity of the Academy is 1,050 in the age range 11 to 18, including a sixth form of 300 places. The Academy will be an all ability inclusive school."

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2.2 Except as varied by this Deed, the Supplemental 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 Cathedral Schools Trust, acting by:

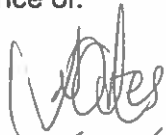
  
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**Director**

In the presence of:

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Sign



Name

V. OAKES

Address

PARK HOUSE, 10 PARK ST, BRISTOL BS1 5HX

Occupation

OFFICE MANAGER