

DATED

2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

BIG LIFE SCHOOLS (2)

DEED OF VARIATION

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THIS DEED is made the day of 2019

BETWEEN

- 1) **The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "Secretary of State"); and**
- 2) **Big Life Schools of 1st Floor, 463 Stretford Road, Manchester, M16 9AB with Company No. 07945230 (the "Company"),**

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

INTRODUCTION

- A. The Parties entered into a Supplemental Funding Agreement dated 20th March 2015 (**"the SFA"**) relating to the establishment, maintenance and funding of the Unity Community Primary (**"the Academy"**).
- B. The Company made an application for significant change to the Secretary of State to introduce a nursery provision at the Academy and to increase its age range from 4 – 11 to 2 – 11 (**"the Application"**).
- C. Acting on behalf of the Secretary of State, the Regional Schools Commissioner approved the Application and this decision was communicated to the Company by the Education and Skills Funding Agency.
- D. The Parties have agreed to vary and amend the SFA to incorporate the Company's new age range.

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 SFA.

2. IT IS AGREED as follows:

- 2.1 The Secretary of State and the Company agree that with effect from the date of this Deed that the SFA shall be amended in accordance with Schedule 1 to this Deed.
- 2.2 As varied by this Deed, the SFA 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 the law of England

and Wales.


3.2 The Parties irrevocably agree that the courts of England and Wales 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 Big Life Schools,
acting by:


.....

Director


.....

Director/Secretary

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

SCHEDULE 1 – Restated form of Supplement Funding Agreement (“the SFA”)

(A) The Summary Sheet of the SFA shall be amended and replaced as follows:

Current wording:

Capacity Number	420
Age Range	4 – 11

Amended wording:

Capacity Number	420 plus a Nursery with 84 FTE places
Age Range	2 – 11

(B) Clause 2.B of the SFA shall be replaced with:

2.B The ^{age range}planned capacity of the Academy is 2 -11. The planned capacity of the Academy is 420, plus a Nursery with 84 full time equivalent (FTE) places.

KS 18/3/20.