

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 14 January 2019

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
  - 2) Westminster City School, (the "Company") a charitable company incorporated in England and Wales with registered number 08100409,
- together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 July 2012 (the "Funding Agreement") relating to the establishment, maintenance and funding of Westminster City School (the "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 to reflect an expansion at the Academy.
- 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 1 September 2018 the Funding Agreement shall be amended as follows:

Clause 17 of the Funding Agreement shall be replaced with:

The planned capacity of the Academy is 900 in the age range 11 to 18 years, including a sixth form of 150 places. The Academy will be an all ability inclusive school whose requirements for:

- a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
- b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
- c) pupil exclusions are set out in Annex D to this Agreement.

Clause 46 of the Funding shall be replaced with:

Where either of the following conditions applies in respect of an Academy Financial Year, the basis of the pupil count shall be determined by the

Secretary of State, taking account of any diseconomies of scale that the Academy will be under as a result of such condition(s) applying. The conditions are:

- a. not all planned Year-groups will be present at the Academy (that is, not all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and
- b. the total number of pupils as measured in the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question is less than 90% of the planned final size of the Academy, which is 900 in the age range 11 to 18 years including a sixth form of 150 places, and has not at any previous time been greater than 90% of that number.

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:- )



.....*Seal*.....

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by  
Westminster City School,  
acting by:

.....*Jim Olu*.....

Director

In the presence of:

W Sign *[Signature]*  
I Name SUSAN MANNING  
T Address c/o 55 PALACE STREET, SW1E 5HJ  
N Occupation ACCOUNTANT.  
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