

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR
BOTTISHAM VILLAGE COLLEGE**

THIS DEED is made the 13th day of JUNE 2018

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- 2) Anglian Learning (company number: 07564749), a charitable company incorporated in England and Wales whose registered address is Bottisham Village College, Lode Road, Bottisham, Cambridge, Cambridgeshire, CB25 9DL (the "**Company**");

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement in respect of Bottisham Village College on 28 March 2011 (the "**2011 Funding Agreement**").
- B. The Parties amended and restated the terms of the 2011 Funding Agreement in the form of a master funding agreement for the Company and a supplemental funding agreement for the academy known as Bottisham Village College (the "**Bottisham Village College Supplemental Funding Agreement**") in accordance with a Deed of Variation dated 8 December 2015.
- C. The Parties now wish to vary and amend certain terms of the Bottisham Village College Supplemental Funding Agreement in accordance with the terms of this Deed, to reflect the increase in the capacity at Bottisham Village College.
- D. This Deed is supplemental to the Bottisham Village College Supplemental Funding Agreement.

1. INTERPRETATION

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 Bottisham Village College Supplemental Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

- 2.1.1 The "Capacity number" figure in the "Summary Sheet" on page 4 of the Bottisham Village College Supplemental Funding Agreement shall

be deleted and replaced as follows:

Capacity Number	1500
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2.1.2 Clause 2.B shall be deleted and replaced as follows:

"The planned capacity of the Academy is 1500 in the age range 11-16. The Academy will be an all ability inclusive school."

2.2 Except as varied by this Deed, the Bottisham Village College 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

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.

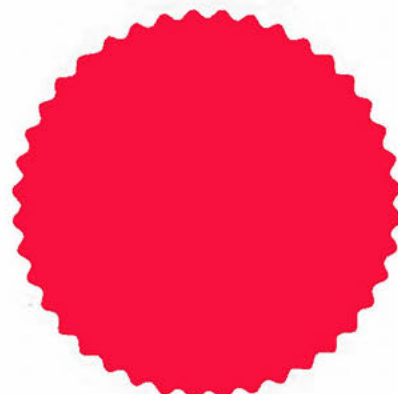
IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by

[Redacted signature area]

uly authorised by the Secretary of State for Education

[Redacted signature area]



EXECUTED as a deed by Anglian Learning,
acting by:

[REDACTED]

Director

In the presence of:

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I
T
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Sign

[REDACTED]

Name

[REDACTED]

Address

[REDACTED]

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Occupation

[REDACTED]