

**BIRMINGHAM ORMISTON ACADEMY**

**DEED OF VARIATION OF FUNDING AGREEMENT**

**2021**

The Parties to this Deed are:

- (1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”); and
- (2) **Birmingham Ormiston Academy**, a charitable company incorporated in England and Wales with registered company number 06832416, whose registered office is at 1 Grosvenor Street, Birmingham, B4 7QD (the “**Academy Trust**”)

together referred to as the “**Parties**”

## **INTRODUCTION**

- A. The Parties entered into a Funding Agreement for the purposes of a single academy on 2 March 2010, a copy of which is contained in Schedule A (the “**Existing FA**”).
- B. The Academy Trust now intends to run more than one academy.
- C. The Parties therefore have agreed to amend and restate the terms of the Existing FA, in accordance with the terms of this Deed, to form a multi academy trust.

## **LEGAL AGREEMENT**

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 Master Funding Agreement (as defined in clause 2 below).
2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed, the Existing FA shall be amended and restated in the form of a new agreement which shall consist of the terms of the Master Funding Agreement contained in Schedule B (the “**Master Funding Agreement**”) and separating other provisions into a corresponding Supplemental Funding Agreement contained in Schedule C (the “**Supplemental Funding Agreement**”).

## **GOVERNING LAW AND JURISDICTION**

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

4. The Parties irrevocably agree that the courts of England and Wales shall 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).

**COUNTERPARTS**

5. 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 last date listed below.

**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

Date.....

**EXECUTED** as a deed by **Birmingham Ormiston Academy** acting by:

.....  
Director

Print name.....  
Date.....

.....  
Director/Secretary

Print name.....  
Date.....

**SCHEDULE A**  
**BIRMINGHAM ORMISTON ACADEMY**  
**EXISTING FUNDING AGREEMENT**

**SCHEDULE B**  
**BIRMINGHAM ORMISTON ACADEMY**  
**MASTER FUNDING AGREEMENT**

**SCHEDULE C**  
**BIRMINGHAM ORMISTON ACADEMY**  
**SUPPLEMENTAL FUNDING AGREEMENT**