

# Deed of Variation of Contract

This Deed is dated ~~3 March~~ 3 April 2019

## PARTIES

- 1) Secretary of State for Education (the "Secretary of State");
- 2) Beaumont School a Company incorporated in England and Wales, limited by guarantee with registered Company number 08104190 (the "Academy Trust").

## BACKGROUND

(A) The Secretary of State and the Academy Trust are parties to a Funding Agreement dated 1<sup>st</sup> July 2012 (the "Funding Agreement") a copy of which is attached as the Schedule to this Deed, under which the Secretary of State agreed to make payments to the Academy Trust in consideration of the Academy Trust undertaking to establish and maintain, and to carry on, an independent school in England known as the Beaumont School ("the Academy").

(B) Under an agreement entered into on 17<sup>th</sup> February 2017 the Academy Trust received funding from Hertfordshire County Council for works at the Academy in order to increase the number of school places at the Academy.

(C) The Academy Trust made an application to Department for Education (the "DfE") for consent to make a significant change to the Academy by increasing the Academy's capacity with effect from 1<sup>st</sup> September 2018, which was approved by the DfE on 3<sup>rd</sup> October 2018. Consequently, the parties wish to amend the Funding Agreement as set out in this Deed with effect from 1<sup>st</sup> September 2018 (the "Variation Date").

## AGREED TERMS

### 1. TERMS DEFINED IN THE FUNDING AGREEMENT

In this Deed expressions defined in the Funding Agreement and used in this Deed have the meaning set out in the Funding Agreement. The rules of interpretation set out in the Funding Agreement apply to this Deed.

### 2. VARIATION

2.1 With effect from the Variation Date the Parties agree the following amendment to the Agreement:

a)	Clause 17	The first sentence of Clause 17 shall be amended to read "The planned capacity of the Academy is 1,450 in the age range 11 to 18 years, including a sixth form of 350 places"
----	-----------	---

2.2 Except as set out in clause 2.1, the Funding Agreement shall continue in full force and effect.

### 3. GOVERNING LAW

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

### 4. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by the  
Secretary of State

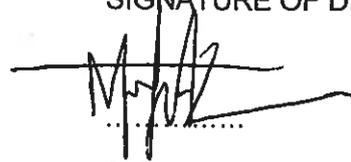


Executed as a deed by  
BEAUMONT SCHOOL

acting by two directors or one  
director and the secretary



.....  
SIGNATURE OF DIRECTOR



.....  
SIGNATURE OF  
DIRECTOR/SECRETARY



**THE SCHEDULE  
ORIGINAL FUNDING AGREEMENT**

