

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 12 day of September 2023

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Wembley Multi Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08137772, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 1 August 2012, as subsequently varied by deeds of variation dated 31 August 2016 and 1 April 2017 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Wembley High Technology College (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 the addition of temporary bulge classes at the Academy until 31 August 2027.
- 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 the date of this Deed the Funding Agreement shall be amended as follows:

The Capacity number on the Summary Sheet shall be read as:

1,556 (1,330 plus a temporary bulge of 226) until 31 August 2025;

1,465 (1,330 plus a temporary bulge of 135) from 1 September 2025 to 31 August 2026;

1,387 (1,330 plus a temporary bulge of 57) from 1 September 2026 to 31 August 2027;

1,330 from 1 September 2027.

Clause 2.B shall be read as follows:

The planned capacity of the Academy is:

1,556 until 31 August 2025;

1,465 from 1 September 2025 to 31 August 2026;

1,387 from 1 September 2026 to 31 August 2027; and

1,330 from 1 September 2027

including a sixth form of 313 places. The Academy will be an all ability inclusive school.

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.

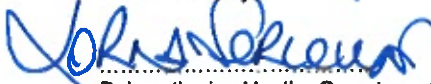
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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:)



Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Wembley Multi Academy Trust,
acting by:

Kim Mwan
.....

Director

In the presence of:

W Sign *[Signature]*
I
T Name MR JEREMY EVANS
N
E Address WEMBLEY MULTI-ACADEMY TRUST
S EAST LANE
Occupation TEACHER NORTH WEMBLEY
DIRECTOR OF HAO 3NT
SCHOOL IMPROVEMENT