

COMMUNITY ACADEMIES TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

Date

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) **Community Academies Trust**, a charitable company incorporated in England and Wales with registered company number 07472736 whose registered address is at c/o The Polesworth School, Dordon Road, Dordon, Tamworth, Staffordshire B78 1QT (the “**Company**”).

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement, a copy of which is contained in Schedule 1, (the “**Existing MFA**”).
- B. The Parties have entered into a supplementary funding agreement in respect of:
 - I. The Polesworth School, a copy of which is contained in Schedule 2 (the “**Existing Polesworth SFA**”) dated 31 January 2011;
 - II. Dordon Community Primary School, a copy of which is contained in Schedule 3 (the “**Existing Dordon SFA**”) dated 1 November 2012; and
 - III. Birchwood Primary School, a copy of which is contained in Schedule 4 (the “**Existing Birchwood SFA**”) dated 1 November 2102.
- C. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Polesworth SFA, the Existing Dordon SFA and the Existing Birchwood SFA on the terms set out in this Deed.

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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 5 (the “**Amended Master Funding Agreement**”). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Polesworth SFA shall be amended and re-stated in the form of the Amended Polesworth SFA set out in Schedule 6 (the

“Amended Polesworth SFA”). For the avoidance of doubt, the Amended Polesworth SFA does not terminate or suspend the Existing Polesworth SFA but amends and re-states it.

4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Dordon SFA shall be amended and re-stated in the form of the Amended Dordon SFA set out in Schedule 7 (the **“Amended Dordon SFA”**). For the avoidance of doubt, the Amended Dordon SFA does not terminate or suspend the Existing Dordon SFA but amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Birchwood SFA shall be amended and re-stated in the form of the Amended Birchwood SFA set out in Schedule 8 (the **“Amended Birchwood SFA”**). For the avoidance of doubt, the Amended Birchwood SFA does not terminate or suspend the Existing Birchwood SFA but amends and re-states it.

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:-



[Handwritten Signature]
.....
Duly authorised by the Secretary of State for Education
Date... *10 December 2013*

EXECUTED as a deed by **Community Academies Trust** acting by:

[Handwritten Signature]
.....
Director
Print name... *P. HAMILTON*

Date... *10 12 13*

Witnessed by... *[Handwritten Signature]*

Signature

Full name... *NICOLA HOLLAND*

Address... *52 BROWNS LANE, TAMWORTH*

Occupation... *PERSONAL ASSISTANT*