

EAST MIDLANDS EDUCATION TRUST

**DEED OF VARIATION
OF
FUNDING AGREEMENTS FOR ACADEMIES
OPERATED BY
EAST MIDLANDS EDUCATION TRUST**

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) **East Midlands Education Trust** of The West Bridgford School, Loughborough Road, West Bridgford, Nottingham NG2 7FA registered under company number 07530373 (the "**Company**");

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties have entered into a single funding agreement for The West Bridgford School on 28 March 2011 (the "**Single FA**"). The Parties agreed to amend and re-state the terms of the Single FA pursuant to an amendment and restatement agreement dated 28 August 2014 to form a master funding agreement (the "**Existing MFA**") and a supplemental funding agreement in respect of The West Bridgford School (the "**Existing West Bridgford SFA**").
- B. The Parties also entered into a supplemental funding agreement in respect of The Ripley Academy dated 28th August 2014 (the "**Existing Ripley SFA**").
- C. The Secretary of State and The South Wolds Academy & Sixth Form (the "**South Wolds Company**") entered into a single funding agreement in respect of The South Wolds Academy and Sixth Form (the "**Single South Wolds FA**"). The Parties and the South Wolds Company agreed to novate and vary the Single South Wolds FA pursuant to a deed of novation and variation dated 20th August 2015 (the "**Existing South Wolds SFA**").
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing West Bridgford SFA, the Existing Ripley SFA and the Existing South Wolds SFA in accordance with the terms of 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 Master Funding Agreement (as defined in clause 2 below). For the avoidance of doubt, the Schedules form part of this Deed.
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 1 (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 West Bridgford SFA shall be amended and re-

stated in the form of the amended West Bridgford supplemental funding agreement set out in Schedule 2 (the "**Amended West Bridgford SFA**"). For the avoidance of doubt, the Amended West Bridgford SFA does not terminate or suspend the Existing West Bridgford 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 Ripley SFA shall be amended and re-stated in the form of the amended Ripley supplemental funding agreement set out in Schedule 3 (the "**Amended Ripley SFA**"). For the avoidance of doubt, the Amended Ripley SFA does not terminate or suspend the Existing Ripley 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 South Wolds SFA shall be amended and re-stated in the form of the amended South Wolds supplemental funding agreement set out in Schedule 4 (the "**Amended South Wolds SFA**"). For the avoidance of doubt, the Amended South Wolds SFA does not terminate or suspend the Existing South Wolds SFA but amends and re-states it.
6. The provisions of the Existing MFA, the Existing West Bridgford SFA, the Existing Ripley SFA and the Existing South Wolds SFA shall up until the date of this Deed continue in full force and effect.
7. The schedules, appendices and annexes to this agreement form part of and are incorporated into this agreement.

GOVERNING LAW AND JURISDICTION

8. 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.
9. 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

10. 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
**East Midlands Education
Trust** acting by:



.....
Director


Print name.....

Arthur Wainwright

Date.....

28.10.15

Witnessed by


Signature

Full name.....

Clare Wetwell

Address.....

2 Station Cottage Harby Lane
Stallard LE14 4AD

Occupation.....

Finance Director

Schedule 1

Amended Master Funding Agreement