

Dated 29 September 2016

SECRETARY OF STATE FOR EDUCATION

and

SCHOOL PARTNERSHIP TRUST ACADEMIES

**DEED OF VARIATION OF MASTER FUNDING
AGREEMENTS AND SUPPLEMENTAL FUNDING
AGREEMENTS**

This DEED is dated 29 September 2016

Between

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT ("the Secretary of State"), and
- (2) **SCHOOL PARTNERSHIP TRUST ACADEMIES** being a company limited by guarantee registered in England and Wales (company number 07386086) whose registered office is at Education House, Fusion Court, Aberford Road, Garforth, Leeds, LS25 2GH ("SPTA"),

together referred to as the "Parties".

INTRODUCTION

- (A) The Parties entered into a master funding agreement on 21 October 2010 ("MFA 1").
- (B) The Parties entered into a master funding agreement on 1 May 2013 ("MFA 2").
- (C) The Parties entered into a master funding agreement on 21 August 2013 ("MFA 3").
- (D) By way of a Deed of Variation dated 22 August 2014, the Parties agreed to amend and restate MFA 1, MFA 2 and MFA 3. A copy of this Deed of Variation is attached at Schedule 1.
- (E) The Parties now wish to vary and amend the terms of MFA 1, MFA 2 and MFA 3 and wish to record their agreement as to such variations/amendments to MFA 1, MFA 2 and MFA 3 by this Deed.
- (F) The Parties also wish to vary and amend the terms of each supplemental funding agreement entered into between the Parties (which are listed in Schedule 3), which are supplemental to MFA 1, MFA 2 or MFA 3 (as the case may be) and wish to record their agreement as to such variations/amendments to each supplemental funding agreement by this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, if that word or phrase is defined in MFA 1, MFA 2 or MFA 3 or any supplemental funding agreement, bear the meaning given to it in MFA 1, MFA 2, MFA 3 or the supplemental funding agreement (as the case may be).
2. The Secretary of State and SPTA agree that with effect from 1 October 2016, MFA 1, MFA 2 and MFA 3 shall be amended in accordance with Schedule 2 to this Deed.
3. As varied by this Deed, MFA 1, MFA 2 and MFA 3 shall remain in full force and effect.
4. The Secretary of State and SPTA agree that with effect from 1 October 2016, each supplemental funding agreement for the Academies listed in Schedule 3 shall be amended in accordance with Schedule 4 to this Deed.
5. As varied by this Deed, each supplemental funding agreement listed in Schedule 3 shall remain in full force and effect.

6. By executing this Deed, the Secretary of State consents to the variation of MFA 1, MFA 2, MFA 3 and each of the supplemental funding agreements listed in Schedule 3.
7. This Deed shall be governed by and interpreted in accordance with English law.
8. 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).

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date listed above.

The Corporate Seal of the
SECRETARY OF STATE FOR EDUCATION
hereunto affixed is authenticated by:



Duly Authorised by the **SECRETARY OF STATE FOR EDUCATION**

SCHOOL PARTNERSHIP TRUST ACADEMIES
acting by:

Director

Print name

Witnessed by _____

Print name _____

Address _____

Occupation _____

Schedule 1

Deed of Variation dated 22 August 2014

Schedule 2

Amendments to MFA 1, MFA 2 and MFA 3

Each reference in MFA 1, MFA 2 and MFA 3 to "*School Partnership Trust Academies*" shall be replaced by "*Delta Academies Trust*".

Schedule 3

Supplemental Funding Agreements to be varied by this Deed

The Supplemental Funding Agreements for the Academies listed below shall be varied in accordance with Schedule 4 of this Deed:

- De Warenne Academy;
- South Leeds Academy;
- Green Lane Primary Academy;
- Garforth Academy;
- Rossington All Saints Academy;
- Ash Hill Academy;
- Serlby Park Academy;
- The Vale Academy;
- Pheasant Bank Academy;
- John Whitgift Academy;
- Don Valley Academy and Performing Arts College;
- Grange Lane Infant Academy;
- Rowena Academy;
- De Lacy Academy;
- Hatfield Woodhouse Primary School;
- Crookesbroom Primary Academy;
- Hull Trinity House Academy;
- Highfields Primary Academy;
- Weelsby Academy;
- The Vale Primary Academy;
- Willow Green Academy;
- Worlaby Academy;
- Simpson's Lane Academy;
- Park View Primary Academy;

- Strand Primary Academy;
- Macaulay Primary Academy;
- Wybers Wood Academy;
- Kingston Park Academy;
- Whetley Academy;
- Melior Community Academy;
- Manor Croft Academy;
- Willows Academy;
- Mersey Primary Academy;
- The Parks Primary Academy;
- East Garforth Primary Academy;
- The Grove Academy;
- Leamington Primary and Nursery Academy;
- Craven Primary Academy;
- England Lane Academy;
- Willoughby Road Primary Academy;
- Estcourt Primary Academy;
- Ingleby Manor Free School & Sixth Form;
- The Elland Academy; and
- St Wilfrid's Academy, Doncaster.

Schedule 4

Amendments to the Supplemental Funding Agreements listed in Schedule 3

Each reference to "*School Partnership Trust Academies*" in each of the Supplemental Funding Agreements for the Academies listed in Schedule 3 shall be replaced by "*Delta Academies Trust*".

