

**DEED OF VARIATION TO THE FUNDING AGREEMENT  
MANOR CROFT ACADEMY**

**THIS DEED** is made the 12 day of SEPTEMBER 2024

**BETWEEN**

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Delta Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07386086, together, the "**Parties**".

**INTRODUCTION**

- A. The Parties entered into a Master Funding Agreement on 21 October 2010 which was subsequently amended and restated by a Deed of Variation dated 22 August 2014 (the "Master Agreement"). The Parties entered into a funding agreement dated 28 August 2013 relating to the establishment, maintenance and funding of Manor Croft Academy. This was subsequently amended and restated by a deed of variation dated 22 August 2014 and further varied by a deed of variation dated 24 October 2018 (the "Supplemental Funding Agreement").
- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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:

*In clause 2.5 the capacity figure of '900' shall be deleted and replaced with '1050'*

- 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:-

[Redacted signature]

Duly authorised by the Secretary of State for Education



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

[Redacted signature]

**Director**  
Paul Tarn, CEO

In the presence of:

W Sign  
I Name  
T Address  
N Occupa  
E  
S  
S

[Redacted witness information]