

## DEED OF VARIATION TO THE MASTER FUNDING AGREEMENTS

THIS DEED is made the <sup>25</sup> day of October 2024

### BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- 2) **Connect Education Trust** a charitable company incorporated in England and Wales with registered company number 10309116 whose registered address is at Chesterfield Primary School, Chesterfield Road, Enfield, England, EN3 6BG (the "**Company**"),

together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into:
  - (i) a Master Funding Agreement dated 31 August 2016 relating to establishing and running a number of Academies; and
  - (ii) a Master Funding Agreement dated 30 January 2023 relating to establishing and running a number of Academies,together the "**Master Funding Agreements**".
- B. The Parties now wish to vary and amend certain terms and conditions of the Master Funding Agreements in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Master Funding Agreements.

### 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 Master Funding Agreements.

### 2. VARIATION OF THE MASTER FUNDING AGREEMENTS

- 2.1 The Parties agree that with effect from the date of this Deed the Master Funding Agreements shall be amended as set out in the Schedule to this Deed.
- 2.2 Except as varied by this Deed, the Master Funding Agreements 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  
**Connect Education Trust**  
acting by:

[Redacted signature]

**Director**



In the presence of:

W Sign [Redacted]  
I Name [Redacted]  
T [Redacted]  
N Address [Redacted]  
S Occupation *COO*  
S

### **Schedule**

The following clause shall be added to each of the Master Funding Agreements after clause 3.14 and before clause 3.15:

**"3.14A The Academy Trust can amalgamate GAG for its Academies to form one central fund. The fund can be used to meet the running costs at any constituent Academy within the Academy Trust. The Academy Trust must not pool PFI funding. The Secretary of State reserves the right to disapply an Academy Trust's GAG pooling freedom in cases where the Academy Trust is in receipt of a Notice to Improve."**