

AVONREACH ACADEMY TRUST

DEED OF VARIATION OF FUNDING AGREEMENTS

2020

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) **Avonreach Academy Trust**, a charitable company incorporated in England and Wales with registered company number 07665364 whose registered address is c/o Pershore High School, (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a funding agreement on 30 June 2011 varied by deed of variation dated 31 July 2017, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. Alongside the Existing MFA the Parties subsequently entered into supplemental funding agreements (the "**Existing SFAs**"), copies of which are contained at Schedule 2, in respect of the following academies which are presently maintained by the Company (each being an "**Academy**"):

Academy	Existing SFA Dated
Pershore High School	30 June 2011 varied by deed of variation dated 31 July 2017
Orchard Primary School	31 July 2017
Norton Juxta Kempsey CofE Primary School	31 July 2017
Inkberrow Primary School	31 July 2017

- C. The Parties have agreed to amend and restate the terms of the Existing MFA together with the Existing SFAs on the terms set out in this deed.

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 Amended Master Funding Agreement (as defined in clause 2 below).

2. VARIATION OF THE FUNDING AGREEMENTS

- 2.1 The Secretary of State and the Company agree that with effect from the date of this Deed the Existing MFA shall be amended and restated in the form of the Master Funding Agreement set out in Schedule 3 (the "**Master Funding Agreement**") and the Existing SFAs relating to each individual

Academy (as appropriate) shall be amended and restated in the form of the Supplemental Funding Agreements set out in Schedule 4 (the "**Supplemental Funding Agreements**") for each Academy as appropriate.

- 2.2 For the avoidance of doubt, the amended Master Funding Agreement and amended Supplemental Funding Agreements do not terminate or suspend the Existing Master Funding Agreement or Existing SFAs but amends and restates them.

3. GOVERNING LAW AND JURISDICTION

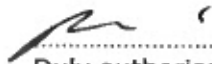
- 3.1 This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 3.2 The Parties irrevocably agree that the courts of 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).

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 last date listed below.

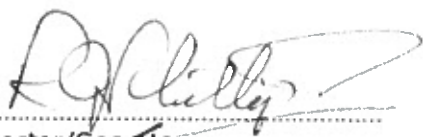
EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)


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Duly authorised by the Secretary of State for Education
Date 29 April 2020

EXECUTED as a deed by
Avonreach Academy Trust acting by:




.....
Director
Print name CLIVE CORBETT
Date 21st. APRIL 2020


.....
Director/Secretary
Print name ROBERT PHILLIPS
Date 21st APRIL 2020