

THE SOCIETAS TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

2021

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) **THE SOCIETAS TRUST**, a charitable company incorporated in England and Wales with registered company number 09987031 whose registered address is at The Hub Office, Ellison Primary Academy, Ellison Street, Wolstanton, Newcastle under Lyme, ST5 0BL (the "**Company**").

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

INTRODUCTION

- A. the Parties have entered into a master funding agreement on 28th September, 2016, (the "**Existing MFA**") a copy of which is contained in Schedule 1
- B. The Parties have entered into a supplementary funding agreement in respect of the Ellison Primary Academy on 28th September 2016 a copy of which is contained in Schedule 2 (the "**Existing Ellison Primary Academy SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Gladstone Primary Academy on 31st August 2017 a copy of which is contained in Schedule 3 (the "**Existing Gladstone Primary Academy SFA**"); and
- D. The parties have entered into a supplementary funding agreement in respect of the Summerbank Primary Academy on 31st August 2017 a copy of which is contained in Schedule 4 (**the Existing Summerbank Primary Academy SFA**)
- E. The parties have entered into a supplementary funding agreement in respect of the Goldenhill Primary Academy on the 31st May 2017 as varied by a Deed of Variation on the 7th October 2020 copies of which are contained in Schedule 5 (**the existing Goldenhill Primary Academy SFA**)
- F. The parties have entered into a supplementary funding agreement in respect of the Ash Green Primary Academy on the 30th November 2017 as varied by a Deed of Variation on the 7th October 2020 copies of which are contained in Schedule 6 (**the existing Ash Green Primary Academy SFA**)
- G. The Parties have agreed to amend and re-state the terms of the Existing MFA, the existing Ellison Primary Academy SFA, the Existing Gladstone Primary Academy SFA, the existing Summerbank Primary Academy, the existing Goldenhill Primary Academy and the existing Ash Green Primary Academy on the terms set out in 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 Amended Master Funding Agreement (as defined as clause 2 below)**

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 Amended MFA set out in Schedule 7 (the "**amended "MFA"**"). For the avoidance of doubt, the Amended MFA 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 Ellison Primary Academy SFA shall be amended and re-stated in the form of the Amended Ellison Primary Academy SFA set out in Schedule 8 (the "**amended Ellison Primary Academy SFA"**"). For the avoidance of doubt, the Amended Ellison Primary Academy SFA does not terminate or suspend the Existing Ellison Primary Academy 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 Gladstone Primary Academy SFA shall be amended and re-stated in the form of the Amended Gladstone Primary Academy SFA set out in Schedule 9 (the "**Amended Gladstone Primary Academy SFA"**"). For the avoidance of doubt, the Amended Gladstone Primary Academy SFA does not terminate or suspend the Existing Gladstone Primary Academy 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 Summerbank Primary Academy SFA shall be amended and re-stated in the form of the Amended Summerbank Primary Academy SFA set out in Schedule 10 (the "**Amended Summerbank Primary Academy SFA"**"). For the avoidance of doubt, the Amended Summerbank Primary Academy SFA does not terminate or suspend the Existing Summerbank Primary Academy SFA but amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Goldenhill Primary Academy SFA shall be amended and re-stated in the form of the Amended Goldenhill Primary Academy SFA set out in Schedule 11 (the "**Amended Goldenhill Primary Academy SFA"**"). For the avoidance of doubt, the Amended Goldenhill Primary Academy SFA does not terminate or suspend the Existing Goldenhill Primary Academy SFA but amends and re-states it.
7. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Ash Green Primary Academy SFA shall be amended and re-stated in the form of the Amended Green Primary Academy SFA set out in Schedule 12 (the "**Amended Ash Green Primary Academy SFA"**"). For the avoidance of doubt, the Amended Ash Green Primary Academy SFA does not terminate or suspend the Existing Ash Green Primary Academy SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

6. 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.

7. 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

8. 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

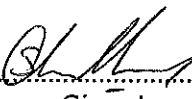
Date.....

EXECUTED as a deed by **THE SOCIETAS TRUST** acting by:


.....
Director

Print name GUY WEIR.....

Date.....

Witnessed by 
.....
Signature

Full name SAHIL CHANDHARY.....

Address 35 HOUGHTON STREET, STOKE-ON-TRENT, ST13BJ.....

Occupation ACCOUNTANT.....

SCHEDULE 1
Existing MFA

SCHEDULE 2.
Existing Ellison Primary Academy SFA

SCHEDULE 3
Existing Gladstone Primary Academy SFA

SCHEDULE 4
Existing Summerbank Primary Academy SFA

SCHEDULE 5
Existing Golden Hill Primary Academy SFA and Deed of Variation

SCHEDULE 6
Existing Ash Green Primary Academy SFA and Deed of Variation

SCHEDULE 7
Amended MFA

SCHEDULE 8
Amended Ellison Primary Academy SFA

SCHEDULE 9
Amended Gladstone Primary Academy SFA

SCHEDULE 10
Amended Summerbank Primary Academy SFA

SCHEDULE 11
Amended Golden Hill Primary Academy SFA

SCHEDULE 12
Amended Ash Green Primary Academy SFA