

The Slough and East Berkshire C of E Multi Academy Trust

DEED OF VARIATION OF FUNDING AGREEMENT

13 September 2024

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 Slough and East Berkshire C of E Multi Academy Trust**, a charitable company incorporated in England and Wales with registered company number 07723151 whose registered address is at **Lynch Hill Enterprise Academy, Stoke Road, Slough, SL2 5AY** (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 28 December 2018, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplemental funding agreement in respect of the Colnbrook Church of England Primary School on 30 May 2013, a copy of which is contained in Schedule 2 (the "**Existing Colnbrook Church of England School SFA**");
- C. The Parties have entered into a supplemental funding agreement in respect of the Eton Porny CofE First School on 26 January 2016, a copy of which is contained in Schedule 3 (the "**Existing Eton Porny CofE First School SFA**");
- D. The Parties have entered into a supplemental funding agreement in respect of the Slough and Eton Church of England Business and Enterprise College on 30 May 2013, a copy of which is contained in Schedule 4 (the "**Existing Slough and Eton Church of England Business and Enterprise College SFA**");
- E. The Parties have entered into a supplemental funding agreement in respect of the Lynch Hill School Primary Academy on 30 May 2013, a copy of which is contained in Schedule 5 (the "**Existing Lynch Hill School Primary Academy SFA**") subsequently novated by a Deed of Novation on 28 December 2018;
- F. The Parties have entered into a supplemental funding agreement in respect of the Lynch Hill Enterprise Academy on 30 May 2013, a copy of which is contained in Schedule 6 (the "**Existing Lynch Hill Enterprise Academy SFA**") subsequently novated by a Deed of Novation on 28 December 2016; and
- G. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Colnbrook Church of England Primary School_SFA and the Existing Eton Porny CofE First School SFA, and the Existing Slough and Eton Church of England Business and Enterprise College, and the Existing Lynch Hill Primary School, and the Existing Lynch Hill Enterprise 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 in 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 Master Funding Agreement set out in Schedule 7 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but further 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 Colnbrook Church of England School SFA** shall be amended and re-stated in the form of the Amended Colnbrook Church of England School SFA set out in Schedule 8 (the "**Amended Colnbrook Church of England School SFA**"). For the avoidance of doubt, the Amended Colnbrook Church of England School SFA does not terminate or suspend the Existing SFA but further 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 **Eton Porny CofE First School SFA** shall be amended and re-stated in the form of the Amended Eton Porny CofE First School SFA set out in Schedule 9 (the "**Amended Eton Porny CofE First School SFA**"). For the avoidance of doubt, the Amended Eton Porny CofE First School SFA does not terminate or suspend the Existing SFA but further 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 **Slough and Eton Church of England Business and Enterprise College SFA** shall be amended and re-stated in the form of the Amended Slough and Eton Church of England Business and Enterprise College SFA set out in Schedule 10 (the "**Amended Slough and Eton Church of England Business and Enterprise College SFA**"). For the avoidance of doubt, the Amended Slough and Eton Church of England Business and Enterprise College SFA does not terminate or suspend the Existing SFA but further 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 **Lynch Hill School Primary Academy SFA** shall be amended and re-stated in the form of the Amended Lynch Hill School Primary Academy SFA set out in Schedule 11 (the "**Amended Lynch Hill School Primary Academy SFA**"). For the avoidance of doubt, the Amended Lynch Hill School Primary Academy SFA does not terminate or suspend the Existing SFA but further 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 **Lynch Hill Enterprise Academy SFA** shall be amended and re-stated in the form of the Amended Lynch Hill Enterprise Academy SFA set out in Schedule 12 (the "**Amended Lynch Hill Enterprise Academy SFA**"). For the avoidance of doubt, the Amended Lynch Hill Enterprise Academy SFA does not terminate or suspend the Existing SFA but further amends and re-states it.

GOVERNING LAW AND JURISDICTION

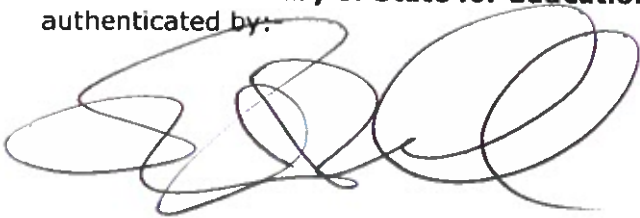
3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. The Parties irrevocably agree that the courts of England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

5. 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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)



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Duly authorised by the Secretary of State for Education

Date.....

13 Sept - 2024

EXECUTED as a deed by **The Slough and East Berkshire CofE Multi Academy Trust** acting by:

C Jones

Director

Print name *C JONES*

Date *6/9/2024*

Witnessed by *knighe*

Signature
Full name *LOUISE KNIGHT*

Address *1 POULCOTT, WRAYSBOY, TW19 5DN*

Occupation *PA TO HEADTEACHER*