

## DEED OF VARIATION TO THE FUNDING AGREEMENT

**THIS DEED** is made the 29 day of June 2020

### BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) United Learning Trust, a charitable company incorporated in England and Wales with the registered company number 04439859 (the "**Company**"),

together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement pursuant to a Deed of Novation and Variation dated 28 August 2018 (the "**Funding Agreement**"), which amended and restated the supplemental funding agreement of Pegasus Primary School (the "**Academy**") which was dated 24 July 2013 relating to the establishment, maintenance and funding of an Academy in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the 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:
  - 1) The age range appearing within the Summary Sheet will be deleted and replaced with the following:

2 to 11 years
  - 2) Clause 2.B will be deleted and replaced with the following:

The planned capacity of the Academy is 420 plus 39 FTE nursery children in the age range 2 to 11 years. The Academy will be an all ability inclusive school.
- 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:- )



A handwritten signature in black ink, appearing to read 'Jonathan Coles', written over a dotted line.

Duly authorised by the Secretary of State for Education

**EXECUTED** as a Deed by **United Learning Trust** acting by  
Jonathan Coles, a director and Alison Hussain, its secretary:

A handwritten signature in black ink, appearing to read 'Jonathan Coles', written over a dotted line.

Director

A handwritten signature in black ink, appearing to read 'Alison Hussain', written over a dotted line.

Secretary