

WIGSTON ACADEMIES TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

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) **Wigston Academies Trust**, a charitable company incorporated in England and Wales with registered company number 07975551 whose registered address is at Abington Academy, Station Road, Wigston, Leicestershire, LE18 2DU (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a deed of novation and variation dated 20 March 2015 ("**DoNV**") which set out the supplemental funding agreement in respect of Abington Academy at schedule 5 and which set out the supplemental funding agreement in respect of Bushloe High School at schedule 6, together the "**Existing Abington and Bushloe SFAs**".
- B. In recognition that Abington Academy and Bushloe Academy will merge to become a single academy with effect from 1 September 2015 and therefore require a single supplemental funding agreement, the Parties have agreed to amend and re-state the terms of the Existing Abington and Bushloe SFAs on the terms set out in this Deed.
- C. The DoNV also set out the supplemental funding agreement for Guthlaxton College at schedule 7 "**Existing Guthlaxton SFA**". In recognition of the change of name of this academy the Parties have agreed to amend and re-state the terms of the Existing Guthlaxton SFA on the terms set out in this Deed.

LEGAL AGREEMENT

1. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Abington and Bushloe SFAs shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 1 (the "**Wigston Academy SFA**"). For the avoidance of doubt, the Wigston Academy SFA does not terminate or suspend the Existing Abington and Bushloe SFAs but amends and re-states them.
2. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Guthlaxton SFA** shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 2 (the "**Amended Guthlaxton SFA**") to reflect that the academy name of Guthlaxton College is changed to Wigston College. For the avoidance of doubt, the Amended Guthlaxton SFA does not terminate or suspend the Existing Guthlaxton SFA but 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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Duly authorised by the Secretary of State for Education

Date.....

EXECUTED as a deed by
Wigston Academies Trust acting by:

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Director

Print name.....

Date.....

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Director/Secretary

Print name.....

Date.....

Schedule 1

Wigston Academy SFA

Schedule 2

Amended Guthlaxton SFA