

**Makerfield Academy Trust**

**DEED OF VARIATION OF FUNDING AGREEMENT**

The Parties to this Deed are:

- A. **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”); and
- B. **Makerfield Academy Trust** a charitable company incorporated in England and Wales with registered company number 08175642, whose registered office is at Warrington Road, Ashton in Makerfield, Wigan, Lancashire WN4 9PQ (the “**Academy Trust**”)

together referred to as the “**Parties**”

### **INTRODUCTION**

- A. The Parties entered into a Master Funding Agreement and Supplemental Funding Agreement in respect of Byrchall High School for the purposes of a multi academy trust on 4 September 2012, copies of which are contained in Schedule A (the “**Existing FA**”).
- B. The Academy Trust now intends to add additional schools to the Academy Trust and in contemplation of that wishes to adopt the Department for Education new model master funding agreement and the new model supplemental funding agreement for Byrchall High School.
- C. The Parties therefore have agreed to amend and restate the terms of the Existing FA, in accordance with the terms of this Deed, to adopt the new model funding agreements.

### **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 Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed, the Existing FA shall be amended and restated in the form of a new agreement which shall consist of the terms of the Master Funding Agreement contained in Schedule B (the “**Master Funding Agreement**”) and the Supplementary Funding Agreement contained in Schedule C (the “**Supplemental Funding Agreement**”).

### **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:- )  
)  
)



*[Handwritten signature]*

.....  
Duly authorised by the Secretary of State for Education

Date 26 September 2017.

**EXECUTED** as a deed by **Makerfield Academy Trust** acting by:

*A.R. Birchall*

.....  
Director

Print name ALAN RICHARD BIRCHALL

Date.....

*P. Hart*

.....  
Director/Secretary

Print name PETER EDWARD HART

Date.....

**SCHEDULE A**  
**EXISTING FUNDING AGREEMENT**

**SCHEDULE B**  
**MASTER FUNDING AGREEMENT**

**SCHEDULE C**  
**SUPPLEMENTAL FUNDING AGREEMENT**  
**Brychall High School**