

GREENWOOD 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) **Greenwood Academies Trust**, a charitable company incorporated in England and Wales with registered company number 06864339 whose registered address is at Greenwood House, Colwick Quays Business Park, Private Road No2, Colwick, Nottingham, NG4 2JY (the "**Academy Trust**").

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

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement in respect of Nottingham Academy on 25 August 2010 as varied by deed of variation on 29 August 2014, a copy of which is contained in Schedule 1 (the "**Existing SFA**");
- B. Pursuant to the de-merger of Nottingham Academy into two separate academies (to be known as Nottingham Academy and The Wells Academy) with effect from 1 September 2020, the Parties have agreed to amend and re-state the terms of the Existing SFA 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 SFA (as defined in clause 2 below).
- 2. The Secretary of State and the Academy Trust agree that with effect from 1 September 2020, the Existing SFA shall be amended and re-stated in the form of the amended supplemental funding agreement for Nottingham Academy set out in Schedule 2 (the "**Amended SFA**"). For the avoidance of doubt, the Amended 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:-)

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

Date.....

EXECUTED as a deed by
Greenwood Academies
Trust acting by:

.....
Director

Print name

Date.....

Witnessed by

Full name..

Address.....

Occupation..

Schedule 1

Existing SFA

Schedule 2

Amended SFA

