

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 1 day of May 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Staploe Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07534901, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 1 April 2011 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Soham Village College in accordance with the Funding Agreement. The Parties entered into a Master Funding Agreement dated 1 December 2012 when the Company became a multi academy trust. This was amended and restated by a Deed of Variation dated 20 August 2013 and further amended and restated by a way of a Deed of Variation dated 30 January 2017 and then on 5 January 2023 (the "Existing MFA").
- B. The Parties have entered into the following Supplemental Funding Agreements (the "Existing SFAs")
 - i. Kennett Primary School of 98 Station Road, Kennett, Newmarket, CB8 7QQ on 30 November 2012 and amended by way of a Deed of Variation dated 30 August 2013 (the "Existing Kennett SFA");
- 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:

Summary Sheet

Capacity Number is 105

Age range 4-11

Clause 2B

The planned capacity of the Academy is 210 and the age range is 2-11, plus Pre-school provision of 26.

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.

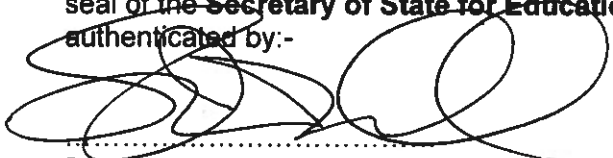
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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.

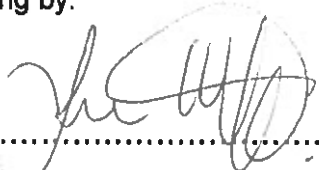
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)



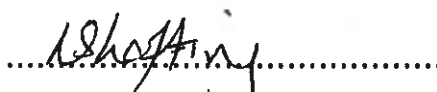
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Staploe Education Trust, acting by:



.....
Director



.....
Director/Secretary