

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 16 day of December 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) **The Rigby Education Trust**, (the "**Company**") a charitable company incorporated in England and Wales with registered number **12098063**, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 26th April 2022 (the "**Funding Agreement**") 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:

Clause 3.16 on page 26. Delete "Start-Up Period" and insert "Start-Up Period and until the Academy Financial Year ending August 2026,". The full clause being:

During the Start-Up Period and until the Academy Financial Year ending August 2026, the basis of the student number count for the purpose of determining GAG for an Academy Financial Year for the Academy will be the Academy Trust's estimate each year for numbers on the roll in the following September for the Academy, such estimate to be based on an objective assessment of student numbers and agreed with the Secretary of State.

Clause 3.18 on page 27. Delete "Start-Up Period" and insert "Academy Financial Year ending August 2026,". The full clause being:

After the Academy Financial Year ending August 2026, the arrangements for calculating the student number count for the purpose of determining GAG for the Academy shall be those provided for in guidance on the national funding system published by the Secretary of

State under section 15ZD of the Education Act 1996 for the relevant Academy Financial Year, in respect of persons who have reached the age of 16 but have not reached the age of 19, or are aged 19-24 and have an an EHC plan.

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 **The Rigby Education Trust**,



Director
Chair of The Rigby Education Trust

.....
Director/Secretary

OR

EXECUTED as a deed by
The Rigby Education Trust,
acting by:

.....
Director
Chair of The Rigby Education Trust

In the presence of:

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