

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 2025

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Consortium Trust (formerly Consortium Multi-Academy Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 10255142.

together, the “Parties”.

INTRODUCTION

- A. The Secretary of State and Believe Engage Succeed Trust (“BEST”) entered into a funding agreement by a deed of confirmation dated 25 August 2020 (the “**BEST Funding Agreement**”) relating to the establishment, maintenance and funding of the Warren School, an academy, in accordance with the BEST Funding Agreement.
- B. The Parties and BEST entered into a Deed of Novation and Variation on 29 August 2023 under which, inter alia, the Company assumed responsibility for the management and operation of the Warren School and the BEST Funding Agreement was amended and restated (“the Funding Agreement”).
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. 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:
- a) In the Summary on page 4 the number of places shall be amended to read “135”;
 - b) In the Summary on page 4 under “ Address and title number of Land (and Temporary Site)” the following will be added “ Glebelands Primary School of Beccles Road, Tofts Monks, Beccles, Suffolk NR14 0EW Title Number NK391266 (temporary site 23 April 2025 to 31 July 2028);

- c) Clause 2.C on the first line to read “135 places”;
- d) Clause 4 after the first paragraph headed ‘Land’, add the following:

“On a temporarily basis, for the period from 23 April 2025 to 31 July 2028, means the land at Glebelands Primary School, Beccles Road, Toft Monks, Beccles. Suffolk NR14 0EW, being the land registered with title number NK391266 and demised by the lease that is referred to in the supplemental funding agreement for Glebeland Primary School restated under a deed of variation dated 29 August 2023.

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:-)

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

EXECUTED as a deed by Consortium Trust,
 acting by:

.....
Director

.....
Director/Secretary

OR

EXECUTED [REDACTED]

[REDACTED]

Director

In the presence [REDACTED]

1. **Identify the main topic of the document.**
 2. **Summarize the key points of the document.**
 3. **Identify the author's main argument or conclusion.**
 4. **Identify the author's main evidence or support.**
 5. **Identify the author's main conclusion or recommendation.**
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