

Collective Vision Trust

DEED OF VARIATION OF FUNDING AGREEMENT

24 May **2022**

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) [**Collective Vision Trust**], a charitable company incorporated in England and Wales with registered company number [08786812] whose registered address is at [Castle Street, Chesterton, Newcastle, Staffs, ST5 7LP] (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on [28 November 2013] [, a copy of which is contained in Schedule 1], (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the **Chesterton Community Sports College** on 28 November 2013 [, a copy of which is contained in Schedule 3] (the "**Existing [Chesterton Community Sports College] SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the **Churchfields Primary School** on 28 November 2013 [, a copy of which is contained in Schedule 4] (the "**Existing [Churchfields Primary School] SFA**");
- D. The Parties have entered into a supplementary funding agreement in respect of the **Chesterton Primary School** on 1 October 2016 [, a copy of which is contained in Schedule 5] (the "**Existing [Chesterton Primary School] SFA**");
- E. The Parties have entered into a supplementary funding agreement in respect of the **Crackley Bank Primary School** on 1 October 2016 [, a copy of which is contained in Schedule 6] (the "**Existing [Crackley Bank Primary School] SFA**"); and
- F. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing [**Chesterton Community Sports College**] SFA, the Existing [**Churchfields Primary School**] SFA, the Existing [**Chesterton Primary School**] SFA and the existing [**Crackley Bank Primary School**] 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 Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule [2] (the "**Amended Master Funding Agreement**"). For the avoidance of doubt,

the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but [further]* amends and re-states it.

3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing [Chesterton Community Sports College] SFA** shall be amended and re-stated in the form of the Amended [Chesterton Community Sports College] SFA set out in Schedule [7] (the "**Amended [Chesterton Community Sports College] SFA**"). For the avoidance of doubt, the Amended [Chesterton Community Sports College] SFA does not terminate or suspend the Existing [Churchfields Primary School] SFA, [Chesterton Primary School] SFA and [Crackley Bank Primary School] SFA, but [further][†] amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing [Churchfields Primary School] SFA shall be amended and re-stated in the form of the Amended [Churchfields Primary School] SFA set out in Schedule [8] (the "**Amended [Churchfields Primary School] SFA**"). For the avoidance of doubt, the Amended [Chesterton Community Sports College] SFA, [Chesterton Primary School] SFA and [Crackley Bank Primary School] SFA does not terminate or suspend the Existing [Churchfields Primary School] SFA but [further][‡] amends and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing [Chesterton Primary School] SFA shall be amended and re-stated in the form of the Amended [Chesterton Primary School] SFA set out in Schedule [9] (the "**Amended [Chesterton Primary School] SFA**"). For the avoidance of doubt, the Amended [Chesterton Community Sports College] SFA, [Churchfields Primary School] SFA and [Crackley Bank Primary School] SFA does not terminate or suspend the Existing [Chesterton Primary School] SFA but [further][§] amends and re-states it.
6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing [Crackley Bank Primary School] SFA shall be amended and re-stated in the form of the Amended [Crackley Bank Primary School] SFA set out in Schedule [10] (the "**Amended [Crackley Bank Primary School] SFA**"). For the avoidance of doubt, the Amended [Chesterton Community Sports College] SFA, [Churchfields Primary School] SFA and [Chesterton Primary School] SFA does not terminate or suspend the Existing [Crackley Bank Primary School] SFA but [further]^{**} amends and re-states it.

* Check to see whether there the agreement has been previously amended

† Check to see whether there the agreement has been previously amended

‡ Check to see whether there the agreement has been previously amended

§ Check to see whether there the agreement has been previously amended

** Check to see whether there the agreement has been previously amended

GOVERNING LAW AND JURISDICTION

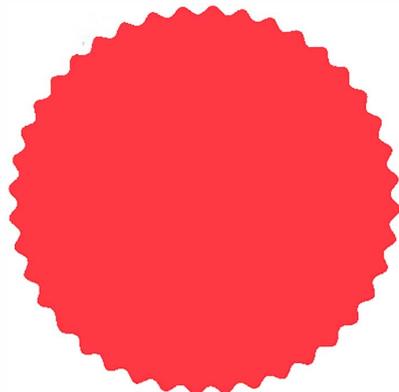
- 3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 4. The Parties Irrevocably agree that the courts of 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:-)
)
)



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

Date..... *24/05/22*

EXECUTED as a deed by
Collective Vision Trust
acting by:

.....
Director
Print name.....
Date.....

Witnessed by
Signature
Full name.....
Address.....
Occupation.....

OR

EXECUTED as a deed by
Collective Vision Trust acting by:


.....

Director
Print name.....
Date 17/05/2022


.....

Director/Secretary
Print name.....
Date 17/05/2022

Schedule [1]

Existing MFA

Schedule [3]

Existing [Chesterton Community Sports College] SFA

Schedule [4]

Existing [Churchfields Primary School] SFA

Schedule [5]

Existing [Chesterton Primary School] SFA

Schedule [6]

Existing [Crackley Bank Primary School] SFA

Schedule [2]

Amended Master Funding Agreement

Schedule [7]

Amended [Chesterton Community Sports College] SFA

Schedule [8]

Amended [Churchfields Primary School] SFA

Schedule [9]

Amended [Chesterton Primary School] SFA

Schedule [10]

Amended [Crackley Bank Primary School] SFA