

DEED OF VARIATION TO SUPPLEMENTAL FUNDING AGREEMENTS

THIS DEED is made the 27 day of MARCH 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Wessex Multi Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07677838,

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a Supplemental Funding Agreement:
- a. on 24 March 2015, which was varied by way of a Deed of Variation dated on or around 24 August 2022, for the maintenance and funding of **Puddletown Church of England First School**;
 - b. on 24 March 2015, which was varied by way of a Deed of Variation dated on or around 24 August 2022, for the maintenance and funding of **Piddle Valley Church of England First School**;
 - c. on 24 March 2015, which was varied by way of a Deed of Variation dated on or around 24 August 2022, for the maintenance and funding of **Milborne St Andrew First School**;
 - d. on 24 March 2015, which was varied by way of a Deed of Variation dated on or around 24 August 2022, for the maintenance and funding of **Frome Valley Church of England First School**;
 - e. on 24 March 2015, which was varied by way of a Deed of Variation dated on or around 24 August 2022, for the maintenance and funding of **St Mary's Church of England Middle School**;
 - f. on 1 June 2012, which was varied by way of a Deed of Variation dated on or around 16 February 2021, for the maintenance and funding of **Dorchester Middle School**; and
 - g. on 26 April 2022, for the maintenance and funding of **The Purbeck School**;

together the "**Supplemental Funding Agreements**".

- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreements in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental Funding Agreements.

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 Supplemental Funding Agreements.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENTS

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreements shall be amended as follows:

- a. The 'Date of Master Funding Agreement' in the 'Summary Sheet' is varied from 30 November 2018 to [27 MARCH] 202~~2~~⁴; and

- b. Clause 1.A. is deleted and replaced with the following:

*This Agreement made between the Secretary of State for Education and Wessex Multi Academy Trust is supplemental to the master funding agreement made between the same parties and dated [27 MARCH] 202~~2~~⁴ (the "**Master Agreement**").*

- 2.2 Except as varied by this Deed, the Supplemental Funding Agreements 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:-)

[Redacted signature]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **WESSEX MULTI ACADEMY TRUST**, acting by: [Redacted signature]

.....
Director

In the presence of:

W
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T
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Sign

Name

Address

Occupation

[Redacted witness information]