

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 31 day of July 2019

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) White Rose Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07958615, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on 3 August 2009 as amended by a Deed of Novation and Variation dated 29 August 2014 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Leeds West 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:

- 2.1.1 Clause 2.5 shall be deleted and replaced with a new clause 2.5 to read:

"The capacity of the Academy is 1500 in the age range 11 to 16."

- 2.1.3 That immediately after clause 45A, a new clause 45B shall be inserted to read:

"The pupil number count for the purposes of determining GAG for Academy Financial Years 2019/2020 and 2020/2021 will be based on an estimate agreed between the parties of the numbers of pupils on the roll. The basis of the pupil number count for the purpose of determining GAG for Academy Financial Years 2019/2020 and 2020/2021 will be the Company's most recent estimate of the numbers of pupils on the roll provided in accordance with clause 45A. The Secretary of State may make adjustments to the GAG for the following Academy Financial Year to recognise any variation between the number of pupils that were actually on the roll in the previous

September and the Company's estimate provided in accordance with clause 45A. The basis of these will be set out in the Annual Letter of Funding."

2.1.4 That Clause 46 shall be deleted and replaced with a new clause 46 to read:

"For Academy Financial Year 2021/2022 and each subsequent Academy Financial Year the pupil number count for the purpose of determining GAG for the Academy Financial Year in question will be determined in accordance with Clause 47 and Clause 45B will no longer apply."

2.1.5 That Clause 47 shall be deleted and replaced with a new clause 47 to read:

"The basis of the pupil number count for the purpose of determining GAG for the Academy for Academy Financial Year 2021/2022 and each subsequent Academy Financial Year will be:

- (a) for the pupil number count for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year and overlapping with the Academy Financial Year in question; and*
- (b) for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupils in Year 12 and above for the purpose of calculating their level of funding."*

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 **White Rose Academies Trust** acting by:



Director

In the presence of:

