

**THRIVE EDUCATION PARTNERSHIP**

**DEED OF VARIATION OF FUNDING AGREEMENT**

**Dated the** 20<sup>th</sup> November **2019**

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) **Thrive Education Partnership**, a charitable company incorporated in England and Wales with registered company number 09064864 whose registered address is at Calthorpe Academy Darwin Street, Highgate, Birmingham, England, B12 0TP (the "**Company**").

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

## **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 27 August 2014, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Calthorpe Teaching Academy on 27 August 2014 (the "**Existing Calthorpe Teaching Academy SFA**");
- C. The Parties have agreed to amend and re-state the terms of the Existing MFA and the Existing Calthorpe Teaching Academy 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 1 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but 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 Calthorpe Teaching Academy SFA** shall be amended and re-stated in the form of the Amended Calthorpe Teaching Academy SFA set out in Schedule 2 (the "**Amended Calthorpe Teaching Academy SFA**"). For the avoidance of doubt, the Amended Calthorpe Teaching Academy SFA does not terminate or suspend the Existing Calthorpe Teaching Academy SFA but further amends and re-states it.

## **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:- )

..... MR. PETER SUDGE  
Duly authorised by the Secretary of State for Education

Date. 07-01-20 .....

**EXECUTED** as a deed by  
**Thrive Education**  
**Partnership** acting by:



.....  
Director

Print name..... PETER SUDGE

Date..... 20/11/19 .....

Witnessed by .....

Signature

Full name.....

Address.....

Occupation.....

Mr. Peter Sudge  
Director  
Thrive Education  
Partnership