

DEED OF VARIATION

The parties to this Deed are:

(1) The Secretary of State for Education ("the Secretary of State"),

- and -

(2) The Great Schools Trust, a charitable company incorporated in England and Wales with registered number 07641004 and whose registered office is at Hillock Lane, Woolston, Warrington, England WAI 4PF ("the Academy").

together referred to as the "Parties"

INTRODUCTION

- A. The Parties entered into a funding agreement for the purposes of a single academy on 3 September 2012 as amended by Deeds of Variation dated 24 March 2015 and 14 August 2015 in order to allow the Academy to operate as a multi academy trust ("the Master Funding Agreement")
- B. The Parties, together with The Hawthorne's Free School, entered into a Deed of Novation and Variation of a funding agreement for The Hawthorne's Free School dated 13 August 2015 ("the Hawthorne 's Novation").
- c. The Parties, together with The University of Chester Academies Trust, entered into a Deed of Novation of a funding agreement for The University Academy (Liverpool) on 14 August 2015, as varied by a Deed of Variation dated 29 October 2015 ("the Liverpool Novation").
- d. The Parties, varied and amended the terms of the Hawthorne's Novation and the Liverpool Novation in December 2017 to enable both provisions to be funded on estimate funding (through an in-year adjustment based on the October 2017 census) for the academic year 2017/18.
- e. The Parties now wish to vary and amend the terms of the Hawthorne's Novation and the Liverpool Novation to extend the estimate funding (through an in-year adjustment based on the October 2018 census) for a further academic year (2018/19) and again wish to record their agreement as to such variations in this Deed.

LEGAL AGREEMENT

1. The Secretary of State and the Academy agree that with effect from 1 September 2018 the Hawthorne's Novation shall be amended in accordance with Schedule 1 of this Deed and the Liverpool Novation shall be amended in accordance with Schedule 2 to this Deed.
2. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Hawthorne 's Novation or the Liverpool Novation (as appropriate), bear the meaning given to it in that novation.

3. As varied by this Deed, the Hawthorne's Novation and the Liverpool Novation shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

4. 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.
5. 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

6. 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.

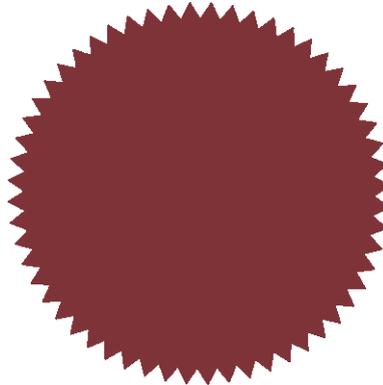
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

The Corporate Seal of the Secretary of State for Education hereunto affixed is authenticated by:



26/03/2019

[JA DAWBER]



Duly Authorised by the Secretary of State for Education

EXECUTED as a deed by
THE GREAT SCHOOLS TRUST acting by:

Signed

Director

Name

Date



Colin Scotland

Director

Signed

Name

Date



Michael Ireland

Schedule 1

Amendments to the Hawthorne's Novation

Clause 3.F of Schedule 1 "Amended Supplemental Funding Agreement" shall not apply in respect of the GAG funding for The Hawthorne's Free School in the academic year 1 September 2018 to 31 August 2019 ("the Academic Year"), but instead The Hawthorne's Free School shall be funded in the Academic Year on the following basis:

1. The basis for pupil number count for the purposes of determining GAG for The Hawthorne's Free School Academic Year shall be the Academy Trust's most recent estimate based on the Autumn 2018 census.
2. The Secretary of State shall provide the revised GAG funding backdated to 1 September 2018, with the balance to be paid in equal instalments until the end of the Academic Year.
3. Clause 3.F of Schedule 1 "Supplemental Funding Agreement" shall apply in respect of GAG funding for The Hawthorne's Free School for all years following the end of the Academic Year 2018/19.

Schedule 2

Amendments to the Liverpool Novation

Clause 3.F of Schedule 2 "Supplemental Funding Agreement" shall not apply in respect of the GAG funding for the King's Leadership Academy, Liverpool in the academic year 1 September 2018 to 31 August 2019 ("the Academic Year"), but instead King's Leadership Academy, Liverpool shall be funded in the Academic Year on the following basis:

4. The basis for pupil number count for the purposes of determining GAG for King's leadership Academy, Liverpool Academic Year shall be the Academy Trust's most recent estimate based on the Autumn 2018 census; and
5. The Secretary of State shall provide the revised GAG funding backdated to 1 September 2018, with the balance to be paid in equal instalments until the end of the Academic Year.
6. Clause 3.F of Schedule 2 "Amended Supplemental Funding Agreement" shall apply in respect of GAG funding for King's leadership Academy, Liverpool for all years following the end of the Academic Year 2018/19.