

Schedule 3
Deed of Variation

SOUTH NOTTINGHAM COLLEGE ACADEMY TRUST

**DEED OF VARIATION OF MASTER FUNDING AGREEMENT AND
SUPPLEMENTAL FUNDING AGREEMENTS**

27th May 2014

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) **South Nottingham College Academy Trust**, a charitable company incorporated in England and Wales with registered company number 07683645 whose registered address is at Central College, Nottingham, Greythorne Drive, West Bridgford, Nottingham NG2 7GA (the "**Company**").

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

INTRODUCTION

- A. The Company is currently constituted as a Multi Academy Trust and has resolved to change its existing company name from "South Nottingham College Academy Trust" to "Central Academy Trust".
- B. The Parties entered into a Master Funding Agreement dated 1 August 2011 (the Master Funding Agreement"). The Parties entered into supplemental funding agreements relating to South Nottinghamshire Academy on 1 August 2011 and Top Valley Academy on 31 July 2012.
- C. The Parties have agreed to amend and re-state the terms of the Master Funding Agreement and the Supplementary Funding Agreements 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 Parties agree that with effect from the date of this Deed, the Master Funding Agreement and the Supplemental Funding Agreement shall be amended and re-stated as follows:-

That the name of the Company in clause 1 of the Master Funding Agreement and on the Supplemental Funding Agreement, be changed from "South Nottingham College Academy Trust" to "Central Academy Trust."

- 3. For the avoidance of doubt, the amendment stated in clause 2 above does not terminate or suspend the Master Funding Agreement or the Supplemental Funding Agreements, but amends and re-states them.

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.

EXECUTED as a deed by affixing the corporate
seal of the **Secretary of State for Education**
authenticated by:-

David McVea

Duly authorised by the Secretary of State for Education

Date.....*27 May 2014*.....



EXECUTED as a deed by
**SOUTH NOTTINGHAM
COLLEGE ACADEMY TRUST**
acting by:

[Signature]

Director

Print name.....*M. Cougill*.....

Date.....*1.5.2014*.....

Witnessed by.....*[Signature]*.....

Full name

Address

Occupation



Schedule 4

Amended Supplemental Funding Agreement – Top Valley Academy