

Big Life Schools

DEED OF VARIATION OF FUNDING AGREEMENT
DATED 7th September 2022.

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) Big Life Schools a charitable company incorporated in England and Wales with registered company number 07945230 whose registered address is at 1st Floor, 463 Stretford Road, Manchester, M16 9AB (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 20 March 2015, a copy of which is contained in Schedule 1A, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the Unity Community Primary and varied by Deed on 23 July 2019, a copy of which is contained in Schedule 2A (the "**Existing Unity Community Primary SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the Longsight Community Primary and varied by Deed on 20 March 2015, a copy of which is contained in Schedule 3A (the "**Existing Longsight Community Primary SFA**"); and
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Unity Community Primary SFA and the Existing Longsight Community Primary 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 1B (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 Unity Community SFA shall be amended and re-stated in the form of the Amended Unity Community Primary SFA set out in Schedule 2B (the "**Amended Unity Community Primary SFA**"). For the avoidance of doubt, the Amended Unity Community Primary SFA does not terminate or suspend the Existing Unity Community Primary SFA but further amends and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed the Existing Longsight Community Primary SFA shall be

amended and re-stated in the form of the Amended Longsight Community Primary SFA as set out in Schedule 3B (the "**Amended Longsight Community Primary SFA**"). For the avoidance of doubt, the Amended Longsight Community Primary SFA does not terminate or suspend the Existing Longsight Community Primary SFA but further amends and re-states it.

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:-)
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[Handwritten Signature]
Duly authorised by the Secretary of State for Education
Date... 7 Sept 2022

EXECUTED as a deed by **Big Life Schools** acting by:

[Handwritten Signature]
Director
Print name... Fay Selvan
Date.....

Witnessed by [Handwritten Signature]
Full name... Ravi B. Arora
Address... 24 WINDYKOP M20 2QJ
Occupation... DIRECTOR