

## \*DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 31 day of March 2025

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Synergy Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 14555530, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 18<sup>th</sup> March 2024 (the "**MFA**") relating to the establishment, maintenance and funding of one or more academies.
- B. In accordance with the MFA, the Parties entered into a supplemental funding agreement relating to the establishment, maintenance, and funding of an academy, Highfurlong School ("**the Academy**"), on 25<sup>th</sup> March 2004 (the "**SFA**").
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the SFA..

### 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, SFA.

### 2. VARIATION OF THE SFA

- 2.1 The Parties agree that with effect from the date of this Deed the SFA shall be amended as follows:

2.1.1 The Summary Sheet on page 4 shall be amended as follows:

- a) reference to the Academy having Planned Number of Places as "84" shall be deleted and replaced with "122";
- b) reference to the Academy having Number of sixth form places as "13" shall be deleted and replaced with "11".

2.1.2 On page 10, Paragraph 2.C shall be deleted and replaced with the following:

"The planned number of places at the Academy is 122 places in the age range of 2-19, plus nursery provision of 8 places and, including a sixth form of 11 places".

The remainder of Paragraph 2.C remains unchanged.

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:- )  
)  
)



.....  
[Redacted signature]  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by Synergy Education Trust Limited, acting by:

... [Redacted signature]  
**Director**

In the presence of:

W	Sign	[Redacted]
I	Name	[Redacted]
T	Address	[Redacted]
N	Occupation	[Redacted]
E		
S		
S		