

## DEED OF VARIATION

The parties to this Deed are the Secretary of State for Education ("the Secretary of State") and Consilium Academies, ("the Academy Trust") a charitable company incorporated in England and Wales with registered number 09495671.

### INTRODUCTION

- A. The Secretary of State and the Academy Trust entered into a funding agreement dated 27 July 2015 ("the Master Funding Agreement") relating to the establishment, maintenance and funding of the Academy Trust.
- B. The Secretary of State and the Academy Trust have agreed to vary certain terms and conditions of the Master Funding Agreement in accordance with this Deed.

### LEGAL AGREEMENT

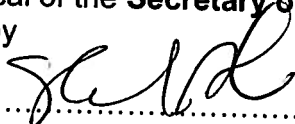
1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Master Funding Agreement, bear the meaning given to it in the Master Funding Agreement.
2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed the Master Funding Agreement shall be amended in accordance with the Schedule to this Deed.
3. As varied by this Deed, the Master Funding Agreement shall remain in full force and effect.

EXECUTED AND DELIVERED AS A DEED by the parties on 29 July 2016

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



.....  
Authorised by the Secretary of State for Education



**Consilium Academies**  
acting by:

*K Darch*  
.....  
Director

Print name *MR KEITH DARCH* .....

Witnessed by *H.B.L* .....

(Signed)  
Print name *H.D. BRATLE* .....

Address *13 WHITLEY SPRING RD, OSSETT* .....

Occupation *RETIRED* .....

## SCHEDULE

### Amendments to the Master Funding Agreement

1. The following entries shall be inserted into the table in the Summary Sheet as additional clauses which have been used:

Descriptor	Clause No.	Applied	Not used
<b>PFI Clauses</b>			
Definitions of types of Academies	1	yes	
Separate bank accounts	4.2A	yes	
Sufficient capacity and expertise to manage finances	4.3A	yes	
Provision of information relating to each PFI Academy	4.5A	yes	

2. The following shall be inserted as a new definition at clause 1.4:

**"PFI Academy"** means an Academy which forms part of a scheme procured pursuant to the Government's Private Finance Initiative.

3. The following shall be inserted as a new clause 4.2A:

4.2A Subject to clauses 4.14 and 4.15, the Academy Trust will, in relation to each PFI Academy, establish and maintain separate bank accounts which will be used solely for funds provided by the Secretary of State under this Agreement for that PFI Academy. The Academy Trust shall pay into those bank accounts funds provided by the Secretary of State. The Academy Trust agrees that such funds will remain in those accounts until required and that those funds will be applied in accordance with this Agreement.

4. The following shall be inserted as a new clause 4.3A:

4.3A Without prejudice to clause 4.3, the Academy Trust will ensure that it has and continues to have sufficient capacity and expertise to manage the finances of all academies within the federation. The Academy Trust will ensure that any funding which relates to the PFI Academy shall be accounted for separately.

5. The following shall be inserted as a new clause 4.3B:

4.5B In complying with clauses 4.1 - 4.34 (inclusive), the Academy Trust will (where relevant) be obliged to provide information which relates to each PFI Academy in addition to information which relates to the Academy Trust and any combined information which relates to all of the Academies that the Academy Trust operates.