

DEED OF TERMINATION OF MASTER FUNDING AGREEMENT

THIS DEED is dated the 15th day of February 2023

PARTIES

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "**Secretary of State**");
and
- (2) **THE WOODLAND ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07694050, whose registered office is at Northumberland Heath Primary School, Wheelock Close, Byron Drive, Erith, Kent, DA8 1JE (the "**Company**"),

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

BACKGROUND

- (A) The Parties entered into a Master Funding Agreement dated 1 September 2011 as amended and varied (the "**MFA**").
- (B) The Parties agree to terminate the MFA with effect from 15 February 2023 (the "**Termination Date**") on the terms set out in this deed of termination (the "**Deed**").

AGREED TERMS

1. DEFINITIONS

In this Deed, unless the context otherwise requires, expressions defined in the MFA and used in this Deed shall have the meaning set out in the MFA. The rules of interpretation set out in the MFA apply to this Deed.

2. TERMINATION OF THE MFA

- 2.1 The MFA is terminated with effect from the Termination Date.
- 2.2 All provisions of the MFA, including any which are expressly stated in the MFA as surviving its termination, or which might otherwise have done so by implication, are terminated.

3. RELEASE AND WAIVER

Termination of the MFA shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the MFA arising before the Termination Date.

4. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed.

5. GOVERNING LAW

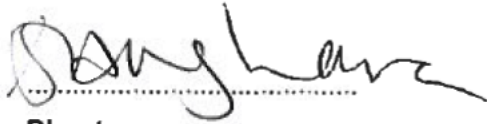
This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6. JURISDICTION

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).

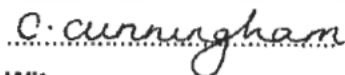
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed on behalf of **The Woodland Academy Trust** by:



Director

In the presence of:



Witness

Witness Name: *CHLOE CUNNINGHAM*

Occupation: *TRUST BUSINESS ASSOCIATE*

Address: 

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





Duly Authorised