

## DEED OF TERMINATION OF MASTER FUNDING AGREEMENT

**THIS DEED** is dated the 6 day of September 2022

### **PARTIES**

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "**Secretary of State**"); and
- (2) **BRINE MULTI ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 07344747, whose registered office is at Brine Leas School, Audlem Road, Nantwich, Cheshire, CW5 7DY (the "**Company**")

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

### **BACKGROUND**

- (A) The Parties entered into an agreement dated 24 November 2021 (the "**Master Funding Agreement**").
- (B) The Parties agree to terminate the Master Funding Agreement with effect from 1 September 2022 (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 Master Funding Agreement and used in this deed shall have the meaning set out in the Master Funding Agreement. The rules of interpretation set out in the Master Funding Agreement apply to this deed.

#### **2. TERMINATION OF THE MASTER FUNDING AGREEMENT**

- 2.1 The Master Funding Agreement is terminated with effect from the Termination Date.

2.2 All provisions of the Master Funding Agreement, including any which are expressly stated in the Master Funding Agreement as surviving its termination, or which might otherwise have done so by implication, are terminated.

**3. RELEASE AND WAIVER**

Termination of the Master Funding Agreement shall not affect or prejudice any claim or demand that either party may have against the other under or in connection with the Master Funding Agreement 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 **Brine Multi Academy Trust** by:



**Director**

In the presence of:



**Witness**

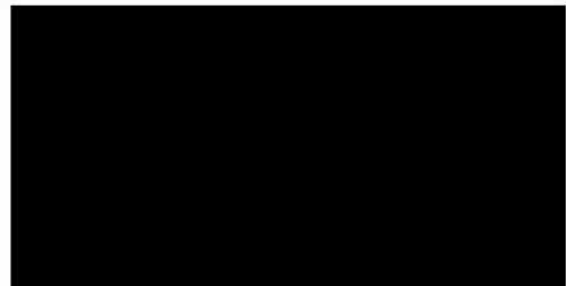
Witness Name:

Occupation:

Address:



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



**Duly Authorised**