

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 16th day of November 2017

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Thomas Deacon Education Trust (formerly known as TDA Education Trust), (the "**Academy Trust**") a charitable company incorporated in England and Wales with registered number 05090788, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement (forming schedule 2 of a deed of variation) on 23 December 2016 (the "**Funding Agreement**") relating to the maintenance and funding of Thomas Deacon Academy in accordance with the Funding Agreement.
- B. The Academy Trust has changed its company name and wishes to correct an error with the Academy's age range and the Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

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, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

2.1.1 All references to "TDA Education Trust" (the name of the Academy Trust) shall be deleted and replaced with:

"Thomas Deacon Education Trust"

2.1.2. Reference to the age range of the Academy at page 4 (summary sheet) shall be amended from "11 – 19" to "7-19".

2.1.3 Clause 2.B shall be deleted and replaced with the following new clause 2.B:

"The planned capacity of the Academy is 2,560 in the age range 7 - 19, including a sixth form of 400 places. The Academy will be an all ability inclusive school."

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:-)
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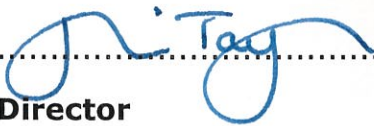
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Thomas Deacon Education Trust**, acting by:


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Director


.....

Director

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THIS DEED is made the 16th day of *November* 2017

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Thomas Deacon Education Trust (formerly known as TDA Education Trust), (the "**Academy Trust**") a charitable company incorporated in England and Wales with registered number 05090788, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a master funding agreement (forming schedule 1 of a deed of variation) on 23 December 2016 (the "**Funding Agreement**") relating to the maintenance and funding of various academies in accordance with the Funding Agreement.
- B. The Academy Trust has changed its company name and the Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

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, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

All references to "TDA Education Trust" (the name of the Academy Trust) shall be deleted and replaced with:

"Thomas Deacon Education Trust"

- 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:-



[Handwritten signature]
.....

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **Thomas Deacon Education Trust** acting by:

[Handwritten signature]
.....

Director

[Handwritten signature]
.....

Director

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the ^{16th} day of *November* 2017

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Thomas Deacon Education Trust (formerly known as TDA Education Trust), (the "**Academy Trust**") a charitable company incorporated in England and Wales with registered number 05090788, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement forming part of a deed of novation and variation on 23 December 2016 (the "**Funding Agreement**") relating to the maintenance and funding of The Voyager Academy (the "**Academy**").
- B. The Academy Trust has changed its company name and the Academy has changed its name and the Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

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, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

2.1.1 All references to "TDA Education Trust" (the name of the Academy Trust) shall be deleted and replaced with:

"Thomas Deacon Education Trust"

2.1.2 All references to "The Voyager Academy" (the name of the Academy) shall be deleted and replaced with:

"Queen Katharine Academy"

- 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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Thomas Deacon Education Trust**, acting by:


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Director


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Director

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- 2) Thomas Deacon Education Trust (formerly known as TDA Education Trust), (the "**Academy Trust**") a charitable company incorporated in England and Wales with registered number 05090788, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement on 30 January 2017 (the "**Funding Agreement**") relating to the maintenance and funding of Gladstone Primary Academy in accordance with the Funding Agreement.
- B. The Academy Trust has changed its company name and the Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

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, the Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

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

2.1.1 All references to "TDA Education Trust" (the name of the Academy Trust) shall be deleted and replaced with:

"Thomas Deacon Education Trust"

- 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).

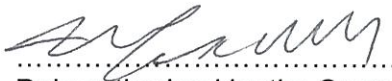
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EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)





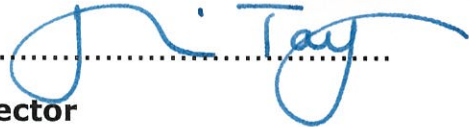
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EXECUTED as a deed by **Thomas Deacon Education Trust**,
acting by:



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Director



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Director