

THE ISLAND LEARNING TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

7 January 2020 [DATE]

The Parties to this Deed are:

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **THE ISLAND LEARNING TRUST**, a charitable company incorporated in England and Wales with registered company number 10296549 whose registered address is at Minster in Sheppey Primary School, Brecon Chase, Minster, Sheerness, Kent ME12 2HX (the "**Company**").

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

INTRODUCTION

- A. The Parties have entered into a master funding agreement on 26 October 2016 , a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of **Minster in Sheppey Primary School** on 26 October 2016 , a copy of which is contained in Schedule 2 (the "**Existing Minster in Sheppey Primary School SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of **Halfway Houses Primary School** on 26 October 2016 , a copy of which is contained in Schedule 3 (the "**Existing Halfway Houses Primary School SFA**"); and
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Minster in Sheppey Primary School SFA and the Existing Halfway Houses Primary School SFA, on the terms set out in this Deed.

LEGAL AGREEMENT

- 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 Amended Master Funding Agreement (as defined in clause 2 below).
- 2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing MFA shall be amended and re-stated in the form of the Master Funding Agreement set out in Schedule 4 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but amends and re-states it.
- 3. The Secretary of State and the Company agree that with effect from the date of this Deed, the **Existing Minster in Sheppey Primary School SFA** shall be amended and re-stated in the form of the Amended Minster in Sheppey Primary School SFA set out in Schedule 5 (the "**Amended Minster in Sheppey Primary School SFA**"). For the avoidance of doubt, the Amended Minster in Sheppey Primary School SFA does not terminate or suspend the Existing Minster in Sheppey Primary School SFA but amends and re-states it.

4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing **Halfway Houses Primary School SFA** shall be amended and re-stated in the form of the Amended Halfway Houses Primary School SFA set out in Schedule 6 (the "**Amended Halfway Houses Primary School SFA**"). For the avoidance of doubt, the Amended Halfway Houses Primary School SFA does not terminate or suspend the Existing Halfway Houses Primary School SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
4. 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).

COUNTERPARTS

5. 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 last date listed below.

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

Date.....7 January 2020

EXECUTED as a deed by
The Island Learning Trust acting by:

[Redacted signature]
Director

Print name.....KENNETH INGLETON

Date.....17th DEC 2019

[Redacted signature]
Director/S

Print nam.....GARY JONES

Date.....17th DECEMBER 2019