

The Stour Academy Trust

DEED OF VARIATION OF FUNDING AGREEMENT

28/11.....2019

Landsdowne Primary School

Adisham Church of England Primary School

Finberry Primary School

Richmond Academy

Thistle Hill Academy

Chilmington Green Primary School

Sturry Church of England Primary School

Hersden Village Primary School

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 Stour Academy Trust**, a charitable company incorporated in England and Wales with registered number 08179242 whose registered address is at Sturry Ce Primary School Park View, Sturry, Canterbury, CT2 0NR (the "**Company**")

together referred to as the "Parties".

INTRODUCTION:

(A) The Parties have entered into three master funding agreements

- i. on 31 August 2012 a copy of which is contained in Schedule 1 (the "**Existing MFA dated 31 August 2012**"),
- ii. on 1 January 2013, which was subsequently varied by Deed of Variation dated 31 October 2014, a copy of which is contained in Schedule 2 (the "**Deed of Variation to the MFA & Adisham, Sturry and Hersden SFA**");
- iii. on 21 December 2016 a copy of which is contained in Schedule 3 (the "**Existing MFA dated 21 December 2016**");

and is being further amended and re-stated on the terms set out in this deed;

(B) The Parties have entered into a supplementary funding agreement in respect of Lansdowne Primary School on 28 October 2014, a copy of which is contained in Schedule 4 (the "**Existing Lansdowne Primary School SFA**"), and is currently operating under the Existing 31 August 2012 MFA;

(C) The Parties have entered into a supplementary funding agreement in respect of Adisham Church of England Primary School on 29 August 2014, which was subsequently varied by a deed of variation dated 31 October 2014 a copy of

which is contained in Schedule 2, and is currently operating under 31 October 2014 Deed of Variation;

- (D) The Parties have entered into a supplementary funding agreement in respect of Finberry Primary School on 26 March 2015, which was subsequently varied by a deed of variation dated 11 July 2018, a copy of which is contained in Schedule 5 (the "**Deed of Variation to the SFA – Finberry Primary School**") and is currently operating under the 21 December 2016 MFA;
- (E) The Parties have entered into a supplementary funding agreement in respect of Richmond Academy on 1 January 2017, a copy of which is contained in Schedule 6 (the "**Existing Richmond Academy SFA**") and is currently operating under the 21 December 2016 MFA;
- (F) The Parties have entered into a supplementary funding agreement in respect of Thistle Hill Academy on 21 December 2016, a copy of which is contained in Schedule 7 (the "**Existing Thistle Hill Academy SFA**") and is currently operating under the 21 December 2016 MFA;
- (G) The Parties have entered into a supplementary funding agreement in respect of Chilmington Green Primary School on 13 April 2018, a copy of which is contained in Schedule 8 (the "**Supplemental Funding Agreement – Chilmington Green**") and is currently operating under the 21 December 2016 MFA;
- (H) The Parties have entered into a supplementary funding agreement in respect of Sturry Church of England Primary School on 31 August 2012, which was subsequently varied by a deed of variation dated 31 October 2014, a copy of which is contained in Schedule 2 and is currently operating under 31 October 2014 Deed of Variation;
- (I) The Parties have entered into a supplementary funding agreement in respect of Hersden Village Primary School on 31 August 2012, which was subsequently varied by a deed of variation dated 31 October 2014, a copy of which is contained in Schedule 2 and is currently operating under the 31 October 2014 Deed of Variation;

- (J) The Parties have agreed to amend and re-state the terms and conditions of the Existing MFAs and the Existing SFAs 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 9 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFAs but further 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 Lansdowne Primary School SFA shall be amended and re-stated in the form of the Amended Lansdowne Primary School SFA set out in Schedule 10 (the "**Amended Lansdowne Primary School SFA**"). For the avoidance of doubt, the Amended Lansdowne Primary School SFA does not terminate or suspend the Existing Lansdowne Primary School SFA but amends the capacity and lowers the age range and re-states it.
4. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Adisham Church of England Primary School SFA shall be amended and re-stated in the form of the Amended Adisham Church of England Primary School SFA set out in Schedule 11 (the "**Amended Adisham Church of England Primary School SFA**"). For the avoidance of doubt, the Amended Adisham Church of England Primary School SFA does not terminate or suspend the Existing Adisham Church of England Primary School SFA but amends the age range and capacity and re-states it.
5. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Richmond Academy SFA shall be amended and re-

stated in the form of the Amended Richmond Academy SFA set out in Schedule 12 (the "**Amended Richmond Academy SFA**"). For the avoidance of doubt, the Amended Richmond Academy SFA does not terminate or suspend the Existing Richmond Academy SFA but amends the age range and re-states it.

6. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Hersden Village Primary School SFA shall be amended and re-stated in the form of the Amended Water Meadows Primary School SFA set out in Schedule 13 (the "**Amended Water Meadows Primary School SFA**"). For the avoidance of doubt, the Amended Water Meadows Primary School SFA does not terminate or suspend the Existing Herden Village Primary School SFA but amends the school name and capacity and re-states it.
7. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Thistle Hill Academy SFA shall be amended and re-stated in the form of the Amended Thistle Hill Academy SFA set out in Schedule 14 (the "**Amended Thistle Hill Academy SFA**"). For the avoidance of doubt, the Amended Thistle Hill Academy SFA does not terminate or suspend the Existing Thistle Hill Academy SFA but amends and re-states it.
8. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Sturry Church of England Primary School SFA shall be amended and re-stated in the form of the Amended Sturry Church of England Primary School SFA set out in Schedule 15 (the "**Amended Sturry Church of England Primary School SFA**"). For the avoidance of doubt, the Amended Sturry Church of England Primary School SFA does not terminate or suspend the Existing Sturry Church of England Primary School SFA but amends and re-states it.
9. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Finberry Primary School SFA shall be amended and re-stated in the form of the Amended Finberry Primary School SFA set out in Schedule 16 (the "**Amended Finberry Primary School SFA**"). For the

avoidance of doubt, the Amended Finberry Primary School SFA does not terminate or suspend the Existing Finberry Primary School SFA but amends and re-states it.

10. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Chilmington Green Primary School SFA shall be amended and re-stated in the form of the Amended Chilmington Green Primary School SFA set out in Schedule 17 (the "**Amended Chilmington Green Primary School SFA**"). For the avoidance of doubt, the Amended Chilmington Green Primary School SFA does not terminate or suspend the Existing Chilmington Green Primary School SFA but amends and re-states it.

GOVERNING LAW AND JURISDICTION

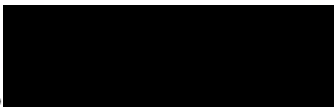
11. This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with the law of England and Wales.
12. The parties irrevocably agree that the courts of 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

13. 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:-)



.....
Duly authorised by the Secretary of State for Education

Date... 28/11/2019

EXECUTED as a deed by
THE STOUR ACADEMY
TRUST acting by:

.....
Director

Print name... ..

Date... 04.11.19

Witnessed by
Signature

Full name

Address

Occupation... ..