

**DEED OF VARIATION
OF THE
FUNDING AGREEMENT FOR Eastrop Infant School**

THIS DEED is made the

day of

2019

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**”);

(2) , **Grove Learning Trust** (FKA Eastrop Infant School) a charitable company incorporated in England and Wales with registered company number 07728828 whose registered address is at Eastrop Infant School, Highworth, Swindon SN6 7AP **AT**); and

together referred to as the “**Parties**”.

INTRODUCTION

- A. Eastrop Infant School is an academy within the meaning of the Academies Act 2010 (the “**Academy**”) and is operated by the AT (a single academy trust).
- B. The Secretary of State and the Company entered into a Single Funding Agreement on 1 September 2011 (the “**Agreement**”) for the maintenance and funding of the Academy (a copy of which is contained in Schedule 1).
- C. It is proposed that, with effect from 00.01 am on 1 December 2019 the “**Transfer Date**”); the AT will assume responsibility for the management and operation of an additional academy and will therefore become a multi academy trust..
- D. The Parties wish to vary the terms of the Agreement subject to the provisions of this Deed.

LEGAL AGREEMENT

- 1. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Agreement, bear the meaning given to it in the Agreement.

VARIATION

- 2. The Secretary of State and the AT agree that with effect from the Transfer Date the Agreement shall be amended and restated so as to take effect in the form set out in Schedules 2 and 3 to this Deed.

3. As varied by this Deed, the Agreement shall remain in full force and effect.

GOVERNING LAW

4. This Deed shall be governed by and interpreted in accordance with the law of England and Wales.

JURISDICTION

5. 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

6. 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:-)

.....
Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**

EXECUTED as a deed by
Grove Learning Trust acting by one
director in the presence of a witness:

Director

Print name.....

Witness

Print name.....

Address.....

Occupation.....

SCHEDULE 1
(OLD) SINGLE FUNDING AGREEMENT

SCHEDULE 2
(NEW) MASTER FUNDING AGREEMENT

SCHEDULE 3
(NEW) SUPPLEMENTAL FUNDING AGREEMENT – Eastrop Infant School