

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 2<sup>nd</sup> day of July 2019

### BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”);  
- and -
- 2) **Moorlands Learning Trust**, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07663864;  
  
together, the “**Parties**”.

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 29 June 2017 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of an Ilkley Grammar School (the “**Academy**”) in accordance with the Funding Agreement.
- B. 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 in accordance with the Schedule of this Deed.
- 2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

### 3. Governing law and jurisdiction

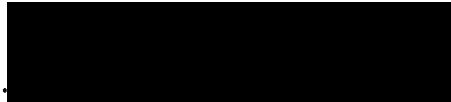
- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts have exclusive 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

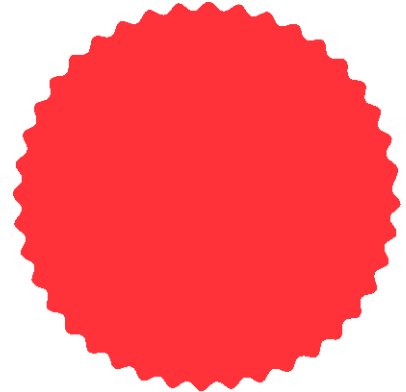
4.1 This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**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:- )  
)  
)



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



**EXECUTED** as a deed by **Moorlands Learning Trust**, acting by:

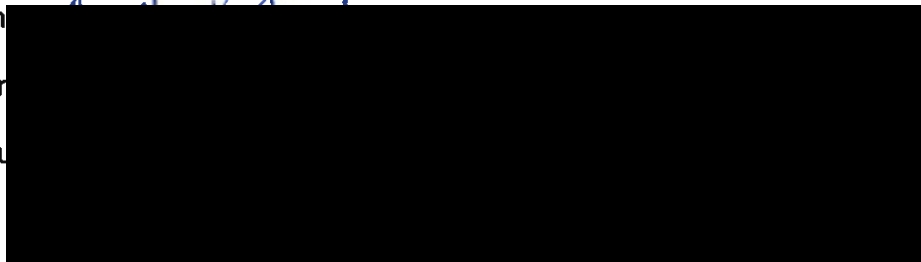
*H. Williams*  
.....

**Director**

In the presence of:

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*[Handwritten signature]*



## Schedule

### Amendments to the Funding Agreement

1. The following entries shall be inserted into the table in the Summary Sheet Information about the Academy:

<b>SEN unit / Resource provision</b>	<b>yes</b>
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2. The following entries shall be inserted into the table confirming which clauses have been applied or marked as 'Not used':

<b>Clause No.</b>	<b>Descriptor</b>	<b>Applied</b>	<b>Not used</b>
2.C, 2.D	Only applies where the academy has an SEN unit	X	

3. The following shall replace clause 2.B:

2.B The planned capacity of the Academy is 1960 in the age range 11-18, including a sixth form of 460 places which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.

4. The following shall replace clause 2.C:

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 12 planned places for pupils with Autistic Spectrum Disorder (ASD) in the age range 11 - 18.

5. The following shall replace clause 2.D:

2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area.