

FEVERSHAM EDUCATION TRUST

**DEED OF VARIATION
OF SUPPLEMENTAL AGREEMENT**

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) **Feversham Education Trust a charitable company incorporated in England and Wales with registered number 07697587 of 158 Cliffe Road, Undercliffe, Bradford, West Yorkshire BD3 0LT ("the Company")**

(3) **The Trustees of the Muslim Association of Bradford an unincorporated charitable trust registered with the Charity Commission with number 1003475 of 32 Howard Street, Bradford, BD5 0BP ("the Trustees")**

together referred to as the "Parties".

INTRODUCTION

- A. The Parties have entered into a supplemental agreement on 29 July 2011, a copy of which is contained in Schedule 1, (the "Existing SA").
- B. The Parties have agreed to amend and re-state the terms of the Existing SA, in accordance with the terms of this Deed.
- C. This Deed is supplemental to the SA.

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 Existing SA. For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Parties agree that with effect from the date of this Deed, the Existing SA shall be amended and re-stated as set out in Schedule 2.
- 3. For the avoidance of doubt, the amendments set out in Schedule 2 do not terminate or suspend the SA, but amend it.
- 4. Except as varied by this Deed, the SA shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

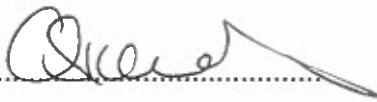
- 5. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 6. The Parties irrevocably agree that the courts of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

- 7. 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 on behalf of the Company by:



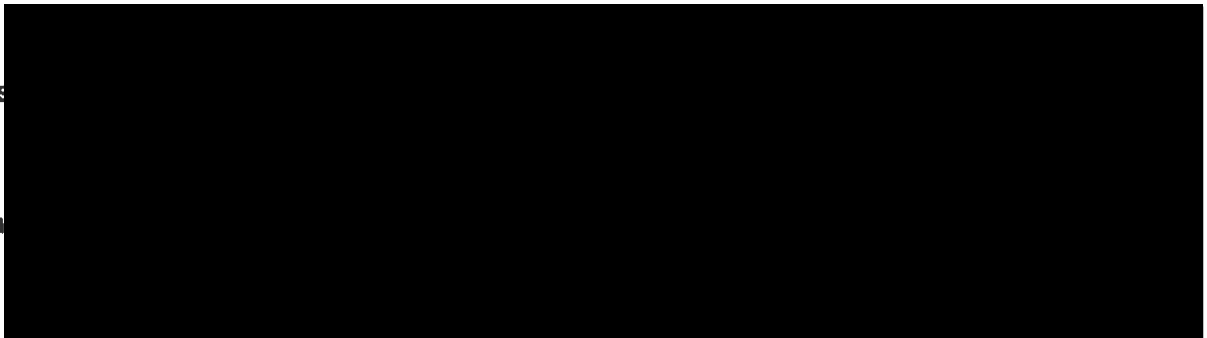
Director

In the presence of:

Witness 

Address

Occupation



Executed by on behalf of the Trustees by

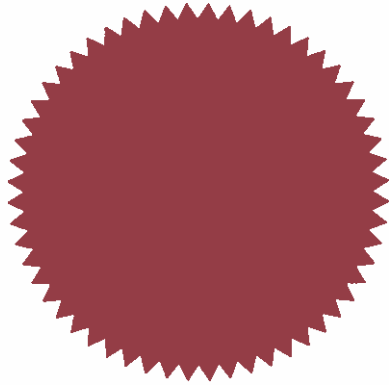
Er. Nutasa and David Kauray

two of their number under an authority

conferred pursuant to section 333 of the

Charities Act 2011

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:



Maple

Duly Authorised

Schedule 1
Existing SA

DATED 29/3/11 2011

FEVERSHAM COLLEGE

SUPPLEMENTAL AGREEMENT

D

DICKINSON DEES

Dickinson Dees LLP

One Trinity Broad Chare Newcastle upon Tyne NE1 2HF
Telephone: 0191 279 9000 Fax: 0191 230 8501

Email: law@dickinson-dees.com www.dickinson-dees.com

INTRODUCTION

1. This Agreement is being entered into in acknowledgement of the consent hereby given by the Trustees to the conversion of Feversham College to academy and the completion of a funding agreement (the "Funding Agreement") made under section 1 of the Academies Act 2010 between the Secretary of State for Education ("the Secretary of State") and Feversham College a company limited by guarantee registered at Companies House with company number 07697587 ("the Academy Trust").
2. This Agreement is made between the Secretary of State and the Trustees of the Muslim Association of Bradford an unincorporated charitable trust registered with the Charity Commission with number 100345 of 32 Howard Street, Bradford, BD5 0BP ("the Trustees").
3. The Academy Trust is also a party to this Agreement and acknowledges the commitments made by both the Secretary of State and the Trustees as well as itself making certain commitments.
4. In this Agreement the following words and expressions shall have the following meanings:-

"Additional Governors" means Governors who may be appointed by the Secretary of State under the Articles of Association;

"Articles of Association" means the Memorandum and Articles of Association of the Academy Trust for the time being in force;

"Capital Grant" has the meaning given to it in clause 36 of the Funding Agreement;

"DfE" means Department for Education;

"Further Governors" means Governors who may be appointed by the Secretary of State under the Articles of Association if a Special Measures Termination Event occurs;

"Governors" means governors of the Academy Trust appointed pursuant to the Articles of Association;

"Insured Risks" means fire lightning explosion earthquake storm tempest flood subsidence landslip heave impact terrorism bursting or overflowing of water tanks and pipes earthquake damage by aircraft and other aerial devices or articles dropped there from riot and civil commotion labour disturbance and malicious damage and such other risks as the [Board] Academy Trust insures against from time to time subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers or underwriters;

"Land" means the land (including for the avoidance of doubt all buildings, structures landscaping and other erections) owned by the Trustees situated at and known as Cliffe Road, Bradford, BD3 0LT and registered under title numbers WYK695001 and WYK712500 from which the Academy operates.

5. The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament, and references to:

"party" means any party to this Agreement;

"persons" includes a body of persons, corporate or incorporate;

"school" shall where the context so admits be references to the Academy.

consequence of (i) unacceptable standards as measured by the relevant statutory denominational inspection using criteria equivalent to those set out in Article 62A of the Articles of Association or (ii) a serious breakdown in the way the Academy is managed or governed such that the ethos requirements of designation or as reflected in the Articles of Association are no longer being complied with; and

- 11.4 to maintain an open and frank dialogue with the Trustees so that any matters that in the reasonable opinion of the parties may have a significant effect on the running of the Academy as a Muslim school shall be discussed in an appropriate manner recognising each party's viewpoint.
12. Provided that, whilst recognising the desire of the parties to work together in good faith and with mutual respect, nothing in this Agreement shall:
 - 12.1 interfere with the right of each party to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this Agreement in the manner in which it considers to be the most effective and efficient;
 - 12.2 oblige any party to incur any additional cost or expense or suffer any undue loss in the proper performance of its obligations under this Agreement;
 - 12.3 fetter the discretion of either party to meet or fulfil its legal obligations including any statutory obligations.

PROTECTION OF PUBLIC INVESTMENT IN LAND

13. Whilst the Academy operates from the Land otherwise than pursuant to a lease between the Trustees and the Academy Trust and in recognition of the funding provided by the Secretary of State to the Academy Trust for the running costs of the Academy, including, but not limited to, grant advanced for the purposes of enabling repairs, servicing, maintenance and arranging for appropriate insurance of any buildings on the Land and its grounds, provided that the Academy Trust meets the cost of such repairs, servicing, maintenance and insurance, the Trustees will:
 - 13.1 facilitate any maintenance, upkeep or replacement of any buildings or facilities on the Land by the Academy Trust so that the Academy Trust may keep the Land clean and tidy and may make good any damage it causes to the Land and / or any deterioration to the condition of the Land consequent upon its use of the same that may arise from the date of this Agreement;
 - 13.2 facilitate the following:
 - 13.2.1 at the Academy Trust's expense the maintaining of insurance of the land by the Academy Trust in the joint names of the Academy Trust and the Trustees with a reputable insurance office against loss or damage by the Insured Risks in the sum the Academy Trust is advised represents the reinstatement value of the Land from time to time;
 - 13.2.2 the payment of the premiums for insurance by the Academy Trust promptly as they become due and maintaining in force by the Academy Trust of the policies of insurance on the Land
 - 13.2.3 following the incidence of damage to or destruction of the Land and subject to receipt of all necessary consents licences permissions and the like the application of the proceeds of the policy of the insurance received for those purposes in the rebuilding and reinstating of the Land by the Academy Trust

2010, the Secretary of State agrees to comply with any guidance issued by him in relation to the disposal of publicly funded land that is no longer to be used for the Academy.

17. In relation to any land owned or leased by the Academy Trust (excluding any land leased to the Academy Trust by the Trustees, the Secretary of State agrees not to give consent to any disposal or grant of security in respect of such land to the Academy Trust as envisaged in the Funding Agreement without first consulting the Trustees and having due regard to any concerns expressed by the Trustees.

CAPITAL GRANTS

18. The Trustees acknowledge the Secretary of State's power to pay Capital Grant to the Academy Trust and in recognition of the Trustees' interest in any Capital Grant paid in relation to expenditure on Land, the Secretary of State commits to the following:

- 18.1 to acknowledging the Trustees' right to consent to the carrying out of any works to Land which are to be paid for from any Capital Grant;

- 18.2 to recognise the Trustees' interest in ensuring that any works to Land are carried out properly and that the Trustees may be procuring or providing support to the Academy Trust in the procurement of such works.

19. To the extent that the Secretary of State considers it necessary, in order to protect the value of any future public investment in the Land and in recognition of the Trustees allowing the Land to be used for the purposes of the Academy, then the Secretary of State may require the Academy Trust and the Trustees to enter into a further agreement in relation to such further public investment and Capital Grant. If the Secretary of State determines such further agreement is required, then the parties agree to negotiate in good faith with a view to reaching agreement to enable such Capital Grant, and future public investment, to be paid.

INTERVENTION AND SUPPORT

20. The Trustees acknowledge the Secretary of State's right to terminate the Funding Agreement or to take action to appoint Further Governors or Additional Governors of the Academy Trust in the circumstances envisaged in the Funding Agreement and Articles of Association. The Secretary of State agrees with the Trustees before taking any such action to notify the Trustees that he intends to take action giving his reasons for such action and to allow the Trustees a reasonable opportunity to make representations regarding such action, including any actions that the Trustees intend to take to remedy any failing of the Academy, which the Secretary of State will have due regard to before finally taking any action.
21. Before taking any action to appoint Further Governors or Additional Governors, the Secretary of State will consider a request made by the Trustees that any Further Governors or Additional Governors the Secretary of State may appoint should include persons suggested to him by the Trustees.
22. In the spirit of partnership, where the Trustees puts forward a school improvement plan, whether or not in the circumstances envisaged in clause 20, the Secretary of State will consider any proposals within it and in good faith will consider any resource or funding implications, without, for the avoidance of doubt, being under any obligation pursuant to this Agreement to agree to fund such proposals.
23. The Secretary of State agrees to meet the costs of any relevant statutory denominational inspection proposed by the Trustees provided these do not occur any more often than once every three years.

EXECUTED on behalf of
FEVERSHAM COLLEGE by:

EITHER

Director

in the presence of

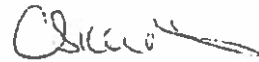
Witness
Address
Occupation

OR

1 MOHAMMED MUSTAQ
Director



Director/Secretary



EXECUTED on behalf of the TRUSTEES
by [GULIAM MURTAZA] and
[DAWUD Khan Awan] two
of their number under an authority
conferred pursuant to section 82 of the
Charities Act 1993

G. Murtaza
Dawud Khan Awan

THE CORPORATE SEAL of the
SECRETARY OF STATE FOR
EDUCATION, hereunto affixed is
authenticated by:

Ashraf Khan
Duly Authorised

A. KHAN



Schedule 2

Amendments to the Existing SFA

1. The following words shall be inserted after the words "Academies Act 2010" in clause 1. of the SA:

(as amended by a Deed of Variation dated [] 2016 to form a multi-academy trust by way of a master funding agreement (the "Master Funding Agreement" and a supplemental funding agreement (the "Supplemental Funding Agreement"))
2. "10035" in the third line of clause 2. of the SA shall be replaced with "1003475".
3. The definition of "Capital Grant" shall be deleted and replaced with the following new definition:

"Capital Grant" has the meaning given to it in clause 3.5 of the Master Funding Agreement;
4. Clause 7.1 shall be deleted and replaced with "Not used".
5. The words "Funding Agreement" in the second line of clause 7.2.1 of the SA shall be deleted and replaced with the words "Master Funding Agreement and the Supplemental Funding Agreement".
6. The words "Funding Agreement" in clause 8.1 of the SA shall be deleted and replaced with "Supplemental Funding Agreement".
7. Clause 11.3 shall be deleted and replaced with "Not used".
8. The words "Funding Agreement" in the fourth line of clause 17 of the SA shall be deleted and replaced with "Supplemental Funding Agreement".
9. The words "Funding Agreement" in the first and third lines of clause 20 of the SA shall be deleted and replaced with "Master Funding Agreement or the Supplemental Funding Agreement".
10. The words "Funding Agreement" in the first line of clause 25 of the SA shall be deleted and replaced with "Master Funding Agreement or the Supplemental Funding Agreement".

11. The words "Funding Agreement" in the second line of clause 30 of the SA shall be deleted and replaced with "Master Funding Agreement or the Supplemental Funding Agreement".