

BROOK LEARNING TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

30 SEPTEMBER 2013



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) **Brook Learning Trust**, a charitable company incorporated in England and Wales with registered company number 7368292 whose registered address is at The Hayesbrook School, Brook Street, Tonbridge, Kent TN9 2PH (the "**Company**").

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

INTRODUCTION

- A. The Parties entered into a funding agreement on 26 November 2010, a copy of which is contained in Schedule A (the "**Original MFA**").
- B. By way of a deed of variation dated 29 May 2012, the Parties agreed to amend and re-state the terms of the Original MFA. The terms of the Original MFA were amended and re-stated in the form of a master funding agreement, a copy of which is contained in Schedule B (the "**Existing MFA**").
- B. The Parties entered into a supplementary funding agreement in respect of The Hayesbrook School on 29 May 2012, a copy of which is contained in Schedule C (the "**Existing Hayesbrook SFA**").
- C. The Parties entered into a supplementary funding agreement in respect of The High Weald Academy on 16 July 2012, a copy of which is contained in Schedule D (the "**Existing High Weald SFA**").
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Hayesbrook SFA and the Existing High Weald 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 E (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA 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 Hayesbrook SFA shall be amended and re-stated in the form of the Amended Hayesbrook SFA set out in Schedule F (the "**Amended Hayesbrook SFA**"). For the avoidance of doubt, the



Amended Hayesbrook SFA does not terminate or suspend the Existing Hayesbrook 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 High Weald SFA shall be amended and re-stated in the form of the Amended High Weald SFA set out in Schedule G (the "**Amended High Weald SFA**"). For the avoidance of doubt, the Amended High Weald SFA does not terminate or suspend the Existing High Weald 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:-)
)
)



.....*[Signature]*.....
Duly authorised by the Secretary of State for Education
Date.....*30/09/13*.....

[Handwritten signature]

EXECUTED as a deed by
Brook Learning Trust acting
by:

John D Boyd.
.....
Director

Print name. [Redacted]

Date.....*30/09/2013*.....

Witnessed by *AR Speed*
.....
Signature

Full name.. [Redacted]

Address. [Redacted]

Occupation.. *Accountant*.....

JB