

DATED

2020

THE SECRETARY OF STATE FOR EDUCATION

(1)

and

THE ROWAN LEARNING TRUST

(2)

DEED OF VARIATION
relating to Funding Agreements

DEED OF VARIATION

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 Rowan Learning Trust**, a charitable company incorporated in England and Wales with registered number 08010464 whose registered address is at Manor Lodge Community Primary and Nursery School, Manor Lane, Sheffield S2 1UF (the "Academy").

together referred to as the "Parties"

INTRODUCTION

A: The Parties entered into a master funding agreement on or about 1 May 2012 as varied by a Deed of Variation dated 1 September 2013 (the "Existing MFA").

B: The Parties also entered into supplemental funding agreements relating to the establishment, maintenance and funding of independent schools as follows:

- i. Hawkley Hall High School on or about 1 May 2012 as varied by a Deed of Variation on or about 1 September 2013 (the "Existing Hawkley Hall SFA");
- ii. Kirkby High School on or about 1 September 2013 as varied by a Deed of Variation on or about 1 September 2013 (the "Existing Kirkby SFA");
- iii. Three Towers, an Alternative Provision Academy on or about 1 February 2015 (the "Existing Three Towers SFA"); and
- iv. Marus Bridge Primary School on or about 1 October 2016 (the "Existing Marus Bridge SFA");

(together the "Existing SFAs").

C: The Parties now wish to vary and re-state the terms of the Existing MFA and the Existing SFAs in accordance with the terms of this Deed.

LEGAL AGREEMENT

1. Any word or phrase used in this Deed shall, unless the context otherwise requires, have the meaning given to them in, and shall be interpreted in accordance with, the New MFA (as defined in clause 2 below) 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:
 - 2.1 the Existing MFA shall be amended and re-stated in the form of the master funding agreement set out in Schedule 1 (the "New MFA")
 - 2.2 the Existing Hawkley Hall SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 2 (the "New Hawkley Hall SFA");
 - 2.3 the Existing Kirkby SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 3 (the "New Kirkby SFA");

- 2.4 the Existing Three Towers SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 4 (the "New Three Towers SFA"); and
- 2.5 the Existing Marus Bridge SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 5 (the "New Marus Bridge SFA").
3. For the avoidance of doubt, the New MFA does not terminate or suspend the Existing MFA but further amends and re-states it. Save as varied by this Deed, the Existing MFA shall remain in full force and effect.
4. For the avoidance of doubt, the New Hawkley Hall SFA, the New Kirkby SFA, the New Three Towers SFA and the New Marus Bridge SFA do not terminate or suspend the Existing SFA but further amend and restate them. Save as varied by this Deed, the Existing SFAs 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 irrevocable agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim that arises out of, on 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 together constitute one and the same instrument.

EXECUTED AND DELIVERED AS A DEED by the Parties on the 28 day of May 2020

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



Duly Authorised by the Secretary of State for Education



Executed as a deed by **THE ROWAN LEARNING TRUST** acting by:

GAW Wilson
Director

Print name GAWILSON

Witnessed by E Roberts

Full name Elizabeth Roberts

Address 35 Tatham Grove Winstanley Wigan, WN3 6JT

Occupation Secretary of the RL Trust Board of Trustees

Schedule 1

New MFA

Schedule 2

New Hawkley Hall SFA

Schedule 3
New Kirkby SFA

Schedule 4

New Three Towers SFA

Schedule 5
New Marus Bridge SFA

