

UPTON COURT EDUCATIONAL TRUST

DEED OF VARIATION OF FUNDING AGREEMENT

Dated

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) **UPTON COURT EDUCATIONAL TRUST (formerly known as Slough Grammar School)**, a charitable company incorporated in England and Wales with registered company number 07462530 whose registered address is at Lascelles Road, Slough SL3 7PR (the "Company"),

together referred to as the "Parties".

INTRODUCTION

- A. The Company is a single academy trust and operates one academy previously known as Slough Grammar School.
- B. The Parties entered into a funding agreement on 22 December 2010, a copy of which is contained in Schedule 1 (the "**Existing Funding Agreement**") in respect of the operation of Slough Grammar School.
- C. The Company has changed the name of the academy it operates from Slough Grammar School to Upton Court Grammar School.
- D. The Parties now wish for the Company to take over the operation of a second school, known as Foxborough Primary School (a community school) which will become an academy on 1 January 2014.
- E. The Company will become a multi-academy trust and changes to its articles of association and Existing Funding Agreement are required.
- F. The Parties have agreed to amend and re-state the terms of the Existing Funding Agreement as set out in the terms of this Deed.

- G. The Company intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the Master Funding Agreement (as defined below) and any agreement entered into between the parties which is supplemental to it.

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 Master Funding Agreement (as defined in clause 2 below). For the avoidance of doubt, the Schedules form part of this Deed.
2. The Secretary of State and the Company agree that with effect from the date of this Deed, the Existing Funding Agreement shall be amended and re-stated in the form of the master funding agreement (the "**Master Funding Agreement**") contained in schedule 2 and supplemental funding agreement (the "**Supplemental Funding Agreement**") contained in schedule 3. For the avoidance of doubt, the Master Funding Agreement and Supplemental Funding Agreement do not terminate or suspend the Existing Funding Agreement but amend and re-state 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:-)

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

Date.....

EXECUTED as a deed by **UPTON
COURT EDUCATIONAL TRUST**
acting by one director in the
presence of a witness:

Director M Hernandez

Print name M Hernandez Estrada

Date 18 Dec 13

Witness F. Neighbour

Print name EDDIE NEIGHBOUR

Address UPTON COURT GRAMMAR SCHOOL
LASCELLES ROAD. SL37PR

Occupation DEPUTY HEADTEACHER