

**DANE COURT GRAMMAR AND KING ETHELBERT SCHOOL TRUST**

**DEED OF VARIATION OF FUNDING AGREEMENT**

28 November 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) **Dane Court Grammar and King Ethelbert School Trust**, a charitable company incorporated in England and Wales with registered company number 07552665 whose registered address is at King Ethelbert School, Canterbury Road, Birchington, Kent, CT7 9BL (the "**Company**").

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

### **INTRODUCTION**

- A. The Parties have entered into a master funding agreement on 23 March 2011, a copy of which is contained in Schedule 1, (the "**Existing MFA**").
- B. The Parties have entered into a supplementary funding agreement in respect of the King Ethelbert School on 23 March 2011, a copy of which is contained in Schedule 2 (the "**Existing King Ethelbert School SFA**");
- C. The Parties have entered into a supplementary funding agreement in respect of the **Dane Court Grammar School** on 23 March 2011, a copy of which is contained in Schedule 3 (the "**Dane Court Grammar School SFA**"); and
- D. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing King Ethelbert School SFA and the Existing Dane Court Grammar School 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 4 (the "**Amended Master Funding Agreement**"). For the avoidance of doubt, the Amended Master Funding Agreement does not terminate or suspend the Existing MFA but 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 King Ethelbert School SFA** shall be amended and re-stated in the form of the Amended King Ethelbert School SFA set out in Schedule 5 (the "**Amended King Ethelbert School SFA**"). For the avoidance of doubt, the Amended King Ethelbert School SFA does not terminate or suspend the Existing King Ethelbert School 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 Dane Court Grammar School SFA shall be amended and re-stated in the form of the Amended Dane Court Grammar School SFA set out in Schedule 6 (the "**Amended Dane Court Grammar School SFA**"). For the avoidance of doubt, the Amended Dane Court Grammar School SFA does not terminate or suspend the Existing Dane Court Grammar School SFA but amends and re-states it.

**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).

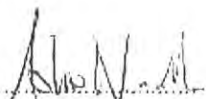
**COUNTERPARTS**

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.

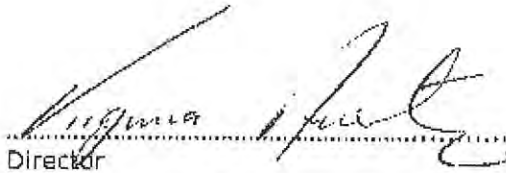
**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the last date listed below.

**EXECUTED** 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..... 28 November 2013

**EXECUTED** as a deed by  
**Dane Court Grammar and  
King Ethelbert School Trust**  
acting by:



Director

Print name VIRGINIA AUSTIN

Date 11/11/13

Witnessed by S. Slade  
Witness Signature

Full name SANCTE ELIZABETH SLADE

Address 27 CROWN HILL ROAD

MARLBOROUGH CT 05750

Occupation Personal Manager