

RUTLAND AND DISTRICT SCHOOLS' FEDERATION

**DEED OF VARIATION
OF FUNDING AGREEMENTS**

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) **Rutland and District Schools’ Federation** (formerly known as Catmose Federation) a charitable company incorporated in England and Wales with registered company number 07552631 whose registered address is at Catmose College, Huntsmans Drive, Oakham, Rutland, LE15 6RP (the “**Company**”)

together referred to as the “**Parties**”.

INTRODUCTION

- A. The Parties have entered into a single funding agreement for Catmose College on or around 21 March 2011 (the “**Single FA**”). The Parties agreed to amend and re-state the terms of the Single FA pursuant to a deed of variation dated 1 May 2012 to form a master funding agreement (the “**Existing MFA**”) and a supplemental funding agreement in respect of Catmose College (the “**Existing Catmose College SFA**”).
- B. The Parties also entered into a supplemental funding agreement in respect of Catmose Primary dated 1 May 2012 (the “**Existing Catmose Primary SFA**”).
- C. The Parties have agreed to amend and re-state the terms of the Existing MFA, the Existing Catmose College SFA and the Existing Catmose Primary SFA in accordance with the terms of 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 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 1 (the “**Amended MFA**”). For the avoidance of doubt, the Amended MFA 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 Catmose College SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 2 (the “**Amended Catmose College SFA**”). For the avoidance of doubt, the Amended Catmose College SFA does not terminate or suspend the Existing Catmose College 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 Catmose Primary SFA shall be amended and re-stated in the form of the supplemental funding agreement set out in Schedule 3 (the “**Amended Catmose Primary SFA**”). For the avoidance of doubt, the Amended Catmose College SFA does not terminate or suspend the Existing

Catmose College SFA but amends and re-states it.

5. The provisions of the Existing MFA, the Existing Catmose College SFA, the Existing Catmose Primary SFA shall up until the date of this Deed continue in full force and effect.
6. The schedules, appendices and annexes to this agreement form part of and are incorporated into this agreement.

GOVERNING LAW AND JURISDICTION

7. 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.
8. 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

9. 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
Rutland and District Schools'
Federation acting by:

.....
Director

Print name.....

Date.....

Witnessed by
Signature

Full name.....

Address.....

Occupation.....

Schedule 1
Amended MFA

Schedule 2

Amended Catmose College SFA

Schedule 3

Amended Catmose Primary SFA