

Interaction and Communication Academy Trust Limited

(Milton School, Castle Hill School and High Park School)

DEED OF VARIATION OF FUNDING AGREEMENT

2020

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) **Interaction and Communication Academy Trust Limited**, a charitable company incorporated in England and Wales with registered company number 10221189, whose registered address is at Castle Hill School, Newsome Road South, Newsome, Huddersfield, West Yorkshire, HD4 6JL (the “**Company**”).

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

INTRODUCTION

- A. The Parties have entered into a Master Funding Agreement dated 23rd August 2016 as amended by a Deed of Variation dated 23 February 2018; a supplemental funding agreement in relation to Milton School dated 27th February 2018; a supplemental funding agreement in relation to Castle Hill School dated 23rd August 2016; and a supplemental funding agreement in relation to High Park School dated 29 March 2017 copies of which are contained in Schedule 1 (the “**Existing FAs**”).
- B. The Parties have agreed to amend and re-state the terms of the Existing FAs 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 Funding Agreements (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 FAs shall be amended and re-stated in the form of the respective Funding Agreements set out in Schedule 2 (the “**Amended Funding Agreements**”). For the avoidance of doubt, the Amended Funding Agreements do not terminate or suspend the Existing FAs but amend and re-state them.

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:-)
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Duly authorised by the Secretary of State for Education

Date.....

EXECUTED as a deed by **Interaction and Communication Academy Trust Limited** acting by:

.....
Director

Print name.....

Date.....

Witnessed by
Signature

Full name.....

Address.....

Occupation.....

Schedule 1

Existing Funding Agreements

Schedule 2
Amended Funding Agreements