

TIFFIN SCHOOL

DEED OF VARIATION OF FUNDING AGREEMENT

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 27th day of June . 2014

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- (2) **TIFFIN SCHOOL**, a charitable company incorporated in England and Wales with registered company number 07547311 whose registered address is at Queen Elizabeth Road, Kingston-upon-Thames, Surrey, KT2 6RL (the "**Company**");

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

INTRODUCTION

- A. The Parties entered into a funding agreement dated 30 June 2011, as amended by deed of variation dated 15 January 2013 and a further deed of variation dated 19 December 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an independent school known as Tiffin School.
- B. The Parties now wish to vary and amend the terms of the Funding Agreement and wish to record their agreement as to such variations and amendments to the Funding Agreement by 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 Funding Agreement.
2. The Parties agree that with effect from the date of this Deed, that the Funding Agreement shall be amended so as to include the following provision after clause 59:

59A) GAG paid by the Secretary of State shall only be used by the Academy Trust for the educational charitable purpose of advancing for the

public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing an Academy offering a broad and balanced curriculum. Such funds shall not be used by the Academy Trust for any other charitable purpose without the prior written consent of the Secretary of State, except where the use of such funds for that charitable purpose is merely incidental to their use for the educational charitable purpose of advancing for the public benefit education in the United Kingdom.

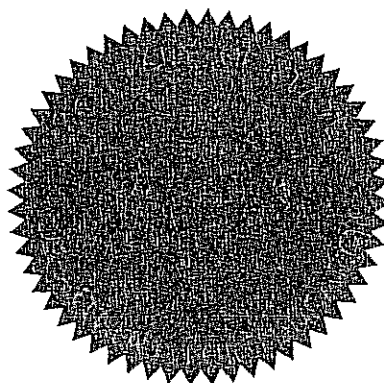
3. Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

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).

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

EXECUTED as a deed by affixing the corporate)
seal of the **Secretary of State for Education**)
authenticated by:-)



Alain Lyza
.....

27th June 2014

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
TIFFIN SCHOOL acting by:

One director in the presence of
a witness

[Handwritten signature]
.....
Director

Print name *PIP PHIMP PHIMP*
.....

Witnessed signature *J. Farnham*
.....

Print name *JOHN FARNHAM*
.....