

DATED

2018

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**THE SECRETARY OF STATE FOR EDUCATION**

(1)

and

**THE EMMANUEL SCHOOL TRUST**

(2)

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**DEED OF VARIATION**

relating to a funding agreement for Emmanuel Community School and the formation  
of a multi academy trust

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**BETWEEN**

- (1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”); and
- (2) **The Emmanuel School Trust**, a charitable company incorporated in England and Wales with registered company number 07640769, whose registered office is at Greenleaf, 67-69 Greenleaf Road, Walthamstow, London, E17 6QP (the “**Academy Trust**”)

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

**INTRODUCTION**

- A. The Parties entered into a funding agreement dated 7 August 2012 relating to the establishment, maintenance and funding of a single academy known as Emmanuel Community School, a copy of which is contained in Schedule 1 (the “**Existing FA**”).
- B. The Academy Trust now intends to run more than one academy.
- C. The Parties therefore have agreed to amend and restate the terms of the Existing FA, in accordance with the terms of this Deed, to form a multi academy trust.

**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(a) below).
2. The Secretary of State and the Academy Trust agree that with effect from the date of this Deed the Existing FA shall be amended and re-stated in the form of:
  - a. a master funding agreement in respect of the establishment, maintenance and funding of one or more academies contained in Schedule 2 (the “**Master Funding Agreement**”); and
  - b. a supplemental funding agreement in respect of the establishment, maintenance and funding of Emmanuel Community School contained in Schedule 3 (the “**Emmanuel Supplemental Funding Agreement**”).
3. For the avoidance of doubt, the Master Funding Agreement and the Emmanuel Supplemental Funding Agreement do not terminate or suspend the Existing FA but amend and re-state it.
4. The schedules to this Deed form part of and are incorporated into this Deed.

**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**

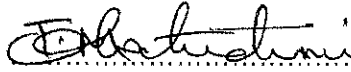
- 7. This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

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

**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

**EXECUTED** as a deed by  
**THE EMMANUEL SCHOOL TRUST**  
acting by:

.....

Director

Print name TITILAYO OLUWATUDIMU

Witnessed by L. Colthart.....

*Signature*

Full name LAURINE COLTHART

Address SOUTHILL, WOODFORD NEW ROAD, IG89DX

Occupation Finance Manager

**SCHEDULE 1**  
**EXISTING FA**

**SCHEDULE 2**  
**MASTER FUNDING AGREEMENT**

**SCHEDULE 3**  
**EMMANUEL SUPPLEMENTAL FUNDING AGREEMENT**