

TANDRIDGE LEARNING TRUST
(Formerly known as "Warlingham School")

6 March 2017

DEED OF VARIATION OF FUNDING AGREEMENT
FOR
WARLINGHAM SCHOOL

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) **Tandridge Learning Trust**, a charitable company incorporated in England and Wales with registered company number 08248059, whose registered office is at Warlingham School, Tithepit Shaw Lane, Warlingham, Surrey, CR6 9YB (the "**Academy Trust**");

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

INTRODUCTION

- A. The Parties entered into a Funding Agreement for the purposes of a single academy on 1 November 2012, a copy of which is contained in Schedule 1 (the "Existing FA").
- B. The Parties have agreed to amend and re-state the terms of the Existing FA, in accordance with the terms of this Deed to form a multi academy trust.
- C. The Academy Trust intends to establish and maintain, and to carry on or provide for the carrying on of a number of Academies in accordance with the Master Funding Agreement (as defined below) and any agreement entered into between the parties which is supplemental to it.

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 Academy Trust agree that with effect from the date of this Deed, the Existing FA shall be amended and restated in the form of a new agreement which shall consist of the terms of the Master Funding Agreement contained in Schedule B (the "Master Funding Agreement") and separating other provisions into a corresponding Supplementary Funding Agreement contained in Schedule C (the "Supplemental Funding Agreement". For the avoidance of doubt the Master Funding Agreement and Supplemental Funding Agreement do not terminate or suspend the Existing FA but amend and re-state it.
3. The provisions of the Existing FA shall up until the date of this Deed continue in full force and effect.
4. The schedules, appendices and annexes 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 last date listed below.


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



K. Skene
Duly authorised by the Secretary of State for Education
Date 6th March 2017

EXECUTED as a deed by
Tandridge Learning Trust acting
by:

K. Quinton
Director
Print name KAREN QUINTON
Date 28.2.2017

Witnessed by 
Signature
Full name ZOË VICTORIA JACKSON
Address LANGMEAD BARN, EASTBOURNE ROAD, BLINDLEY HEATH,
LINGFIELD, SURREY, RH7 6JX
Occupation PERSONAL ASSISTANT