

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 22 day of NOVEMBER 2024

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Moorlands Learning Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 07663864, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 30 January 2011 which was varied and restated by a deed of variation dated 29 June 2017 in which the parties entered into a supplemental funding agreement that was subsequently varied and restated by deed of variation dated 29 November 2019 and further varied and restated by deed of variation dated 16 November 2023 (the "Funding Agreement") relating to the establishment, maintenance and funding of Ilkley Grammar School in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Funding Agreement.

1. INTERPRETATION

- 1.1 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. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 of this Deed.
- 2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

3. Governing law and jurisdiction

- 3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- 3.2 The parties irrevocably agree that the English courts 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).

4. Counterparts

4.1 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:-)
)
)

[Redacted signature]

Secretary of State for Education



EXECUTED as a deed by **Moorlands Learning Trust**, acting by:

[Redacted signature]

Director

In the presence of:

W Sign
I
T Name
N
E Address
S
S Occupatio

[Redacted witness information]

SCHEDULE 1

Amendments to the Funding Agreement

1. The following entries shall replace the current entries in the table in the Summary Sheet Information about the Academy:

SEN unit / Resource provision	Yes, 24 places
-------------------------------	----------------

2. The following shall replace clause 2.C

"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 24 planned places for pupils with Autistic Spectrum Disorder (ASD) in the age range 11 – 18"