

**DEED OF VARIATION TO THE FUNDING AGREEMENT
Houstone School**

THIS DEED is made the 1st day of September 2022

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Advantage Schools, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07337888, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 28 February 2022 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy, Houstone 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 as follows:
 - 2.1.1 The "Academy and title number of Land (and Temporary Site)" details in the "Summary Sheet" on page 4 of the Funding Agreement shall be amended as follows:

Academy and title number of Land (and Temporary Site)	Land: Parkside Drive, Houghton Regis, Dunstable, LU5 5PX Title number BD270704
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	<p>Temporary Site: Block 3 at Kingsland Campus, Parkside Drive, Houghton Regis Dunstable, Bedfordshire LU5 5PY</p> <p>Title number BD270704</p>
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2.1.2 The definitions in clause 4 (Land) of the Funding Agreement shall be amended as follows:

2.1.2.1 the definition of "Property Notice" shall be deleted and replaced with the following:

"Property Notice" means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Permanent Landlord and/or the Temporary Landlord unless the Temporary Landlord is the Secretary of State for Housing, Communities and Local Government) which materially affects the Academy Trust's ability to use the Permanent Land or the Temporary Land for the purposes of the Academy or any correspondence that affects the extent of the Permanent Land or the Temporary Land.

2.1.2.2 the following definitions shall be inserted:

"Temporary Land" means Block 3 at Kingsland Campus, Parkside Drive, Houghton Regis, Dunstable, Bedfordshire, LU5 5PY as edged red on the plan attached to this Agreement at Annex A and demised or to be demised by the Temporary Lease.

"Temporary Lease" means the lease, any subsequent variations to the lease or other occupational agreement between the Academy Trust and a third party (the **"Temporary Landlord"**) under which the Academy Trust derives title or will derive title to the Temporary Land.

2.1.3 Clauses 4.B to 4.I inclusive of the Funding Agreement shall be deleted and replaced with the following:

Obligations of the Academy Trust

4.B The Academy Trust must keep the Permanent Land and the Temporary Land clean and tidy and make good any damage or deterioration to the Permanent Land and the Temporary Land. The Academy Trust must not do anything to lessen the value or marketability of the Permanent Land or the Temporary Land without

the Secretary of State's consent. The Academy Trust must comply with the Permanent Lease and the Temporary Lease and promptly enforce its rights against the Permanent Landlord and, where the Temporary Landlord is not the Secretary of State for Housing, Communities and Local Government, the Temporary Landlord.

4.C The Academy Trust must not, without the Secretary of State's consent:

- a) terminate, renew, vary, surrender, dispose of or agree any revised rent under the Permanent Lease or, where the Temporary Landlord is not the Secretary of State for Housing, Communities and Local Government, the Temporary Lease; or
- b) grant any consent or licence; or
- c) create or allow any encumbrance; or
- d) part with or share possession or occupation; or
- e) enter into any onerous or restrictive obligations,

in respect of all or part of the Permanent Land or the Temporary Land provided that the Academy Trust may grant a licence or share occupation of part of the Permanent Land with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are within the uses permitted by the Permanent Lease or the Temporary Lease and where no relationship of landlord and tenant arises as a result of such occupation.

4.D The Academy Trust must obtain the Secretary of State's consent before taking any action, including the service of any notice or waiver of any condition, under any contract relating to the acquisition of the Permanent Land or the Temporary Land.

4.E If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Permanent Lease or the Temporary Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.

4.F After notifying the Secretary of State under clause 4.E, the Academy Trust must:

- a) promptly give the Secretary of State all the information he asks for about the breach;
 - b) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to remedy or prevent the breach, and
 - c) use its best endeavours to help the Secretary of State to remedy or prevent the breach.
- 4.G If the Academy Trust has not entered into the Permanent Lease by 31 August 2024 or the Temporary Lease by 31 August 2022, the Secretary of State may serve a Termination Notice.
- 4.H If any part of the property situated on the Permanent Land or the Temporary Land is damaged or destroyed by an insured risk and the Academy Trust receives the proceeds of insurance but it cannot apply those proceeds to rebuild or reinstate the property because it is impossible or impractical to do so, then the Academy Trust shall pay the insurance proceeds to the Secretary of State in full.

Property notices

- 4.I If the Academy Trust receives a Property Notice, it must:
- a) send a copy of it (where not issued by the Secretary of State for Housing, Communities and Local Government in his capacity as the Temporary Landlord) to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;
 - b) promptly give the Secretary of State all the information he asks for about it;
 - c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and
 - d) use its best endeavours to help the Secretary of State in connection with it.
- 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]

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by Advantage Schools, acting by:

[Redacted]

[Redacted]

Director

Director / Secretary

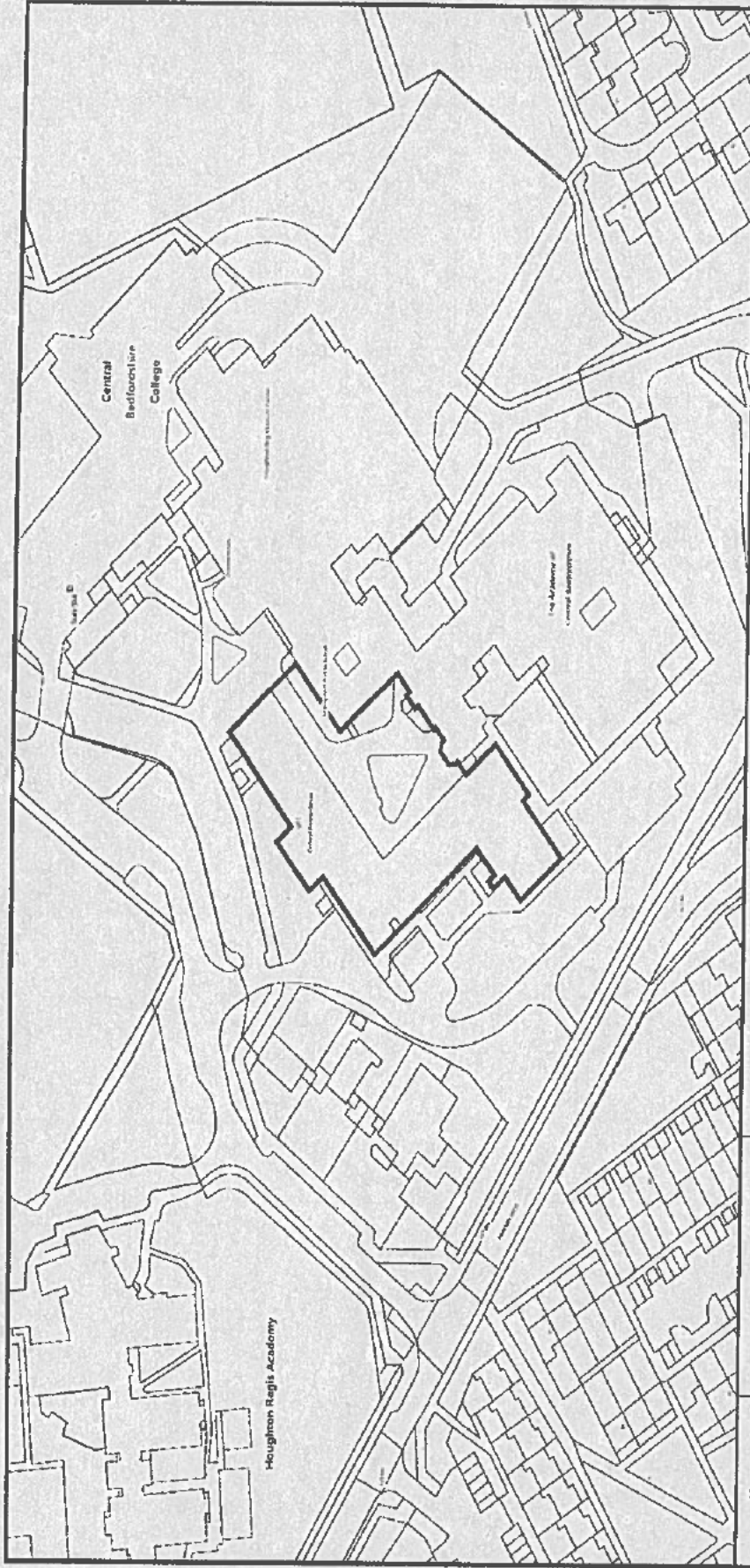
OR

In the presence of:

W Sign
I Name
T Address
N Occupation
E
S
S



Annex A – Red Line Plan



© Crown Copyright and database right. 2022
Ordnance Survey 100049029.
Central Bedfordshire Council
Cities Revealed aerial photography copyright
The GeoInformation Group, 2010

Land at Former Kingsland Campus,
North of Parkside Drive LU5 5PB 5PY

Date: 18 July 2022
Scale: 1:1250
EM 4044

