

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 05 day of SEPTEMBER 2024

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Endeavour Learning Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07848372, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 28 January 2019 ("the **Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Churchtown Primary School ("the **Academy**") in accordance with the Master Funding Agreement.
- B. The Parties entered into a Deed of Variation dated 29 June 2020 in respect of the Supplemental Funding Agreement for the Academy in accordance with the Master Funding Agreement.
- C. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- D. This Deed is supplemental to the Existing Supplemental 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 Existing Supplemental Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

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

Duly authorised by the Secretary of State for Education

Date... 05/09/2024 .....

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

**Director**

[Redacted signature area]

Print name

Date... 05/09/2024 .....

In the presence of:

[Redacted signature area]

**Schedule 1**

- A. The **Summary Sheet** of the Supplemental Funding Agreement shall be amended and replaced as follows:

**Current wording:**

|                        |            |
|------------------------|------------|
| <b>Capacity Number</b> | 875        |
| <b>Age Range</b>       | 3-11 years |

**Amended wording:**

|                        |                                |
|------------------------|--------------------------------|
| <b>Capacity Number</b> | 840 plus 70 FTE nursery places |
| <b>Age Range</b>       | 2-11 years                     |

- B. Clause **2.B** of the Supplemental Funding Agreement shall be amended and replaced as follows:

**Current wording:**

2.B The age range of the Academy is 3 -11 years. The planned capacity of the Academy is 875. The Academy will be an all ability inclusive school.

**Amended wording:**

2.B The planned capacity of the Academy is 840 plus nursery provision of 70 FTE places and the age range is 2-11. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

