

**DATED** 29th June **2020**

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**THE SECRETARY OF STATE FOR EDUCATION** (1)

and

**ENDEAVOUR LEARNING TRUST** (2)

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**DEED OF VARIATION OF CHURCHTOWN  
PRIMARY SCHOOL'S SUPPLEMENTAL  
FUNDING AGREEMENT**

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## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 29<sup>th</sup> day of June 2020

### BETWEEN

- 1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- 2) **Endeavour Learning Trust**, a company limited by guarantee incorporated in England and Wales with registered number 07848372 whose registered office is at Tarleton Academy, Hesketh Lane, Tarleton, Preston, PR4 6AQ (the "**Company**")

Together referred to as 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 an Academy in accordance with the Funding Agreement.
- B. 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.
- C. This Deed is supplemental to the 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 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:- )

.....  
Duly authorised by the Secretary of State for Education

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

*Uda Didiu*.....

**Director**

In the presence of:

W Sign *GD Davies*  
I  
T Name *GWYAN DAVIES.*  
N  
E Address *ENDEAVOUR LEARNING TRUST*  
S *HESKETH LANE, TABLETON, PRESTON PR4 6AQ.*  
S Occupation  
*CHIEF OPERATING OFFICER*  
*ENDEAVOUR LEARNING TRUST*

## **SCHEDULE 1 – Amendments to the Supplemental Funding Agreement**

(A) The **Summary Sheet** of the SFA shall be amended and replaced as follows:

Current wording:

<b>Capacity Number</b>	875 plus 36 FTE nursery places
<b>Age Range</b>	3 – 11 years (including nursery provision)

Amended wording:

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

(B) Clause 2.B of the SFA shall be amended and replaced as follows:

Current wording:

2.B The planned capacity of the Academy is 875 plus 36 full time equivalent (FTE) nursery places in the age range of 3 – 11 years. The Academy will be an all ability inclusive school.

Amended 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.

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]

Duly authorised by the Secretary of State for Education



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

[Redacted signature]

**Director**

In the presence of:

[Redacted witness area]