

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 25 day of March 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Outwood Grange Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 06995649, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on 20 February 2013 as varied by a Deed of Variation dated 29 April 2016 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Outwood Primary Academy Kirkhamgate (the "**Academy**") 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 1 September 2019 the Funding Agreement shall be amended as follows:

Reference in the Summary Sheet to 'capacity' shall be replaced with:

210 plus 26 FTE nursery places

Clause 2.B shall be deleted and replaced with:

The capacity of the Academy is 210 plus 26 FTE nursery places in the age range 3-11. The Academy will be an all ability inclusive school.

- 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:- *IAN POWER*

*Ian Power*  
.....

Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by **OUTWOOD GRANGE ACADEMIES TRUST**, acting by:

*[Signature]*  
.....

**Director**

In the presence of:

W Sign  
I Nam  
T Nam  
N Addr  
E Occu  
S  
S

