

DARRINGTON CHURCH OF ENGLAND PRIMARY SCHOOL

DEED OF VARIATION OF FUNDING AGREEMENT

The Parties to this Deed are:

(1) The **Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

(2) **Darrington Church of England Primary School** of Denby Crest, Darrington, Pontefract WF8 3SB (company number 08638398) (the "**Company**")

together referred to as the "**Parties**".

INTRODUCTION

- A. The Parties entered into a Funding Agreement on 30 August 2013 in relation to Darrington Church of England Primary School (the "**Funding Agreement**").
- B. The Company has requested to expand their age range from 4-11 to 3-11, hereby increasing the planned capacity of Darrington Church of England Primary School to include 13 FTE nursery places. The change of age range and planned capacity requires consequential amendments to the Funding Agreement.
- C. The Parties have agreed to amend the Funding Agreement in accordance with the amendments listed in Schedule 1 and in accordance with this Deed.

LEGAL AGREEMENT

- 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 as defined in recital A above. For the avoidance of doubt, the Schedules form part of this Deed.
- 2. The Parties agree that with effect from the date of this Deed the Funding Agreement is amended in accordance with Schedule 1 of this Deed.
- 3. As varied by this Deed, the Funding Agreement shall remain in full force and effect.

GOVERNING LAW AND JURISDICTION

- 4. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 5. The Parties irrevocably agree that the courts of England and Wales shall 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).

COUNTERPARTS

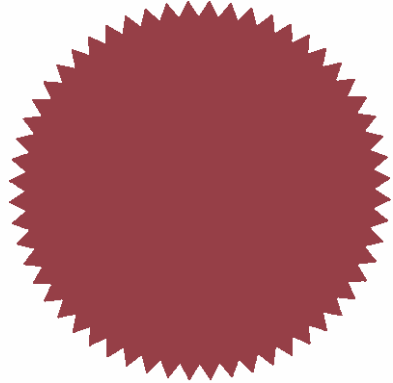
- 6. This Deed may be executed in any number of counterparts and by the parties

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 last date listed below.

EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education** authenticated by:-)
)
)

ASAP
.....
Duly authorised by the Secretary of State for Education
Date *27/7/16*



EXECUTED as a deed by **Darrington Church of England Primary School** acting by:

John Nelson
.....
Director
Print name *John David Nelson*

Date *06/07/16*

Witnessed by *P. SATTI*

Signature

Full name *PETER SATTI*

Address..... [REDACTED]

Occupation..... [REDACTED]