

DATED 30 August 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

BRADFORD DIOCESAN ACADEMIES TRUST (2)

DEED OF VARIATION
relating to Woodlands Church of England
Primary Academy
Supplemental Funding Agreement
dated 26 July 2019

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 30 August 2019

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Bradford Diocesan Academies Trust a charitable company incorporated in England and Wales with registered number 08258994 (the "**Company**");
- 3) together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 26 July 2018 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Woodlands Church of England Primary Academy in accordance with the Supplemental Funding Agreement and the master funding agreement dated 27 February 2015 (the "**Master 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 and Master Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from 1 September 2019 the Supplemental Funding Agreement shall be amended in the form set out at Schedule 1 to 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:-)

D. L. Oshenwood

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Bradford Diocesan Academies Trust,
acting by:

[Signature]

Director

In the presence of:

W Sign: [Signature]
I
T
N
E
S
S

Name: Peter William Thompson

Address: 3 Lock View, Bingley BD16 2RW

BDAT Director of Operations

Occupation:

SCHEDULE 1

Amendments to the Supplemental Funding Agreement

1. Clause 2.B shall be deleted in its entirety and replaced with the following words:

"2.B The planned capacity of the Academy is 105 plus 13 full time equivalent nursery places, in the age range 3-11. The Academy will be an all ability inclusive school."