

Dated

30 September **2020**

BRADFORD DIOCESAN ACADEMIES TRUST

**DEED OF VARIATION TO THE
SUPPLEMENTAL FUNDING AGREEMENT**

WYCLIFFE CHURCH OF ENGLAND PRIMARY SCHOOL

THIS DEED is made the 30th day of

September 2020

BETWEEN

- 1) The Secretary of State for Education of Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**"); and
- 2) Bradford Diocesan Academies Trust, a company incorporated in England and Wales with registered company number 08258994, whose registered office is 2nd Floor Jade Building, Albion Mills Albion Road, Greengates, Bradford, West Yorkshire, BD10 9TQ (the "**Company**")

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

INTRODUCTION

- A. The Parties entered into a Supplemental Funding Agreement dated 31 October 2018, (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Wycliffe Church of England Primary School (the "**Academy**"), in accordance with the Supplemental 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 SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

2.1.1 Page 4, Summary Sheet is varied to read as follows:

Age range	4 - 11
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2.1.2 Clause 2.B shall be deleted in its entirety and replaced with the following words:

"2.B The planned capacity of the Academy is 400 in the age range 4 to 11. The Academy will be an all ability inclusive school."

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.

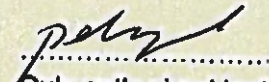
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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.

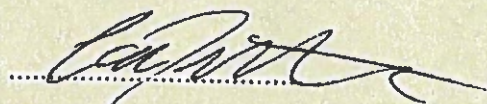
IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

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

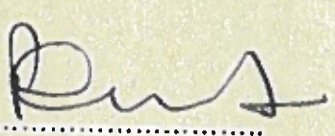

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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Bradford Diocesan Academies Trust
acting by: *CAROL DEWHURST*


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Director

in the presence of:

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S
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Sign: 
.....
Name:..... **Peter William Thompson**
Address:..... **3 Lock View, Bingley BD16 2RW**
..... **BDAT Director of Operations**
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Occupation:.....