

BRADFORD DIOCESEAN ACADEMIES TRUST

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR  
EAST MORTON CHURCH OF ENGLAND PRIMARY SCHOOL**

THIS DEED is made the 30 day of November 2021

#### **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 charitable company limited by guarantee 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 26 September 2017, (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of East Morton 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 1 January 2022 the Supplemental Funding Agreement shall be amended as follows:

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

"2.B The planned capacity of the Academy is 210 plus nursery provision of 22 places in the age range 3 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:- )  
)  
)

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



**EXECUTED** as a deed by  
**Bradford Diocesan Academies Trust**

acting by

.....  
**C. DEWHURST**  
.....

**Director**

In the presence of:

W  
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S  
S

Sign:.....

Name:.....

Peter William Thompson

Address:.....

.....  
BDAT Director of Operations  
.....

Occupation:.... ..