

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 6<sup>th</sup> day of November 2019

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Enfield Learning Trust (the "**Company**"), a charitable company incorporated in England and Wales with registered number 10309116;

together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 30 October 2017 relating to the establishment, maintenance and funding of Grange Park Primary School as an academy, a copy of which is set out at Schedule 1 of this Deed (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 1 September 2019 the Supplemental Funding Agreement shall be amended as follows:

- 2.1.1 The Age range entry in the Summary Sheet on page 4 of the Supplemental Funding Agreement being "4-11" shall be deleted and replaced with "3-11".

- 2.1.2 Clause 2.B of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with the following Clause 2.B:

"The planned capacity of the Academy is 840 in the age range 4-11 years, and 30 full-time equivalent nursery places in the age range 3-4 years. 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 **Enfield Learning Trust,** acting by:

.....  
**Director**

In the presence of:

W Sign  
I  
T Name  
N  
E Address  
S  
S Occupation

**Schedule 1**  
**Supplemental Funding Agreement**