

DATED 6th August 2019

THE SECRETARY OF STATE FOR EDUCATION (1)

and

PENNINE ACADEMIES YORKSHIRE (2)

DEED OF VARIATION

relating to the supplemental funding agreement for Hollingwood Primary
School

THIS DEED is made the 6th day of August 2019

BETWEEN

1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");

- and -

2) **PENNINE ACADEMIES YORKSHIRE** a charitable company incorporated in England and Wales with registered company number 10975521 whose registered address is Hollingwood Primary School, Hollingwood Lane, Bradford, England, BD7 4BE (the "**Company**"),

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

INTRODUCTION

A. The Parties entered into a supplemental funding agreement relating to the establishment, maintenance and funding of Hollingwood Primary School on 25 April 2018 (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 in accordance with the amendments set out in the Schedule.

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.

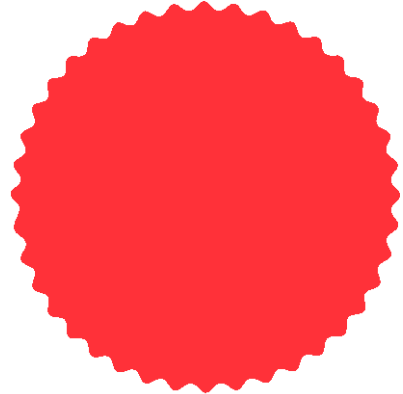
3.2 The Parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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 Pennine Academies Yorkshire, acting by:

N. B. Singh
.....
Director

In the presence of:

W Sign *Glehen*
I Name *GAIK KUAN*
T Address *15 Beldon Park Close, Wibsey, Bradford*
N Occupation *Project manager.*
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SCHEDULE

1. In the page marked "Summary Sheet" of the Supplemental Funding Agreement, the summary of the SEN unit / Resource provision shall be deleted in its entirety and replaced with the following:

<i>SEN unit / Resource provision</i>	<i>Yes – Resource Provision</i>
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2. In the clause variation table on page 4 of the Supplemental Funding Agreement clauses 2.C, 2.D will be marked as "Applied" instead of "Not used".
3. Clause 2.B of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with:

"The planned capacity of the Academy is 420 in the age range of 3 - 11, and a nursery of 30 full time equivalent places, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school."

4. Clause 2.C of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with:

"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 16 planned places for pupils with SEMH – Social, Emotional, and Mental Health needs in the age range 3 - 11."

5. Clause 2.D of the Supplemental Funding Agreement shall be deleted in its entirety and replaced with:

"The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and

b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children in the area."