

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 16 day of December 2021

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Yorkshire Endeavour Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 11024646, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 25th January 2018 which was subsequently varied by a deed of variation dated 29th June 2021 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an West Cliff Primary School in accordance with 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.

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 of the Supplemental Funding Agreement is amended to state:

| | |
|--------------------------------------|------------------------------------|
| SEN unit / Resource provision | 8 places in a SEMH SEN unit |
|--------------------------------------|------------------------------------|

2.1.2 Clause 2.B shall be amended to read as follows:

- 2.B The planned capacity of the Academy is 210 and the age range is 2-11, plus nursery provision of 50 places which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing

year group. The Academy will be an all ability inclusive single/mixed sex school.

2.1.3 Clause 2.C and 2D shall be amended to read as follows:

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to eight planned places for pupils with SEMH in the age range 4-11.

2.D 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 and young people in the area.

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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)

.....*John Howells*.....
Duly authorised by the Secretary of State for Education




EXECUTED as a deed by

Yorkshire Endeavour Academy Trust,
acting by:


.....

Director

In the presence of:

| | | |
|---|------------|---|
| W | Sign |  |
| I | Name | L TAYLOR |
| T | Address | THE COTTAGE, WESTERDALE, WHITBY |
| N | | |
| E | | |
| S | Occupation | SCHOOL SECRETARY |
| S | | YO21 2DT |