

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 18th day of September 2023

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Pendle Education Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 08263591, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a Supplemental funding agreement dated 8th October 2020 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Castercliff Primary School 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 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:

On page 4 on the Summary sheet it states capacity number "315 places" and this will be replaced by:-

"420 places"

On page 9 clause 2B which states the words "**The planned capacity of the Academy is 315 in the age range 4-11**" shall be replaced by:-

"The planned capacity of the Academy is 420 places in the age range 4-11"

- 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:)

[Redacted signature area]

Duly authorised by the Secretary of State for Education,
acting by:



EXECUTED as a deed by
Pendle Education Trust,
acting by:

[Redacted signature area]

Director

In the presence of:

W Sign
I Name
T Address
N Occupation
E
S
S

[Redacted witness information area]