

**THE SECRETARY OF STATE FOR EDUCATION** (1)

and

**EVOLUTION ACADEMY TRUST** (2)

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**DEED OF VARIATION**

relating to the supplemental funding agreement for  
Filby Primary School

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**THIS DEED** is made the 25 day of August 2021

(1) **The Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the “**Secretary of State**”);

- and -

(2) **Evolution Academy Trust** a charitable company incorporated in England and Wales with registered company number 08158619 whose registered address is Suite 1 Keswick Hall, Keswick Hall, Norwich, England, NR4 6TJ (the “**Company**”),

together referred to as the “**Parties**”.

## **INTRODUCTION**

- A. The Parties entered into a supplemental funding agreement for Filby Primary School on 1 October 2014, which was amended and restated pursuant to a deed of variation dated 29 October 2015 (the “**Supplemental Funding Agreement**”).
- B. The Parties have agreed to vary and amend certain terms of the Supplemental Funding Agreement on the terms set out in this Deed to reflect the fact that the Academy will now operate nursery provision.
- C. This Deed is supplemental to the Supplemental Funding Agreement.

## **1. INTERPRETATION**

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 2021, the Supplemental Funding Agreement shall be amended as follows, to reflect the fact that the Academy will operate nursery provision:

2.1.1 The “Age range” details in the Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended as follows:

<b>Age range (including nursery provision where the nursery is part of the school)</b>	2-11
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2.1.2 Clause 2.B shall be deleted and replaced with the following:

“The planned capacity of the Academy is 70 in the age range 4-11, plus nursery provision of 20 places. 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 dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 3.2 The Parties irrevocably agree that the courts of England and Wales shall 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**

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 **Evolution Academy Trust** acting by:

.....  
Director

In the presence of:

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S  
S

Sign:

Name:

Address:

Occupation: