

DEED OF VARIATION

THIS DEED is made the 2nd day of JUNE 2021

The Parties to this Deed are:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**");
- (2) **THREE SPIRES TRUST**, a charitable company incorporated in England and Wales with registered company number 13153266 whose registered address is at St. Marys House, The Close, Lichfield, United Kingdom, WS13 7LD ("**TST**"); and
- (3) **S. PETER'S COLLEGIATE CHURCH OF ENGLAND ACADEMY TRUST**, a charitable company incorporated in England and Wales with registered company number 08172888 whose registered address is at St Peter's Collegiate Church Of England School, Compton Park, Compton Road West, Wolverhampton, WV3 9DU (the "**Company**"),

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

INTRODUCTION

- A. The Parties entered into a Deed of Novation and Variation dated 29 April 2021 (the "**DoNaV**") relating to the transfer of responsibility for the management and operation of S. Peter's Collegiate Church of England School (now known as St Peter's CofE Collegiate Academy) from the Company to TST.
- B. The Parties wish to vary the terms of the DoNaV subject to the provisions of this Deed.

LEGAL AGREEMENT

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 DoNaV.

VARIATION

- 2. The Parties agree that with effect from date of this Deed the DoNaV shall be amended as follows:

Recital (C) shall be deleted and replaced with:

"It is proposed that, with effect from 00.01 am on 1 May 2021 (the "**Transfer Date**"), TST will assume responsibility for the management and operation of the Academy in succession to the Company."

- 3. Except as varied by this Deed, the DoNaV shall remain in full force and effect.

GOVERNING LAW, JURISDICTION, AND COUNTERPARTS

- 4. 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.
- 5. 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).
- 6. 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:)



.....MR. PETER JUDGE

Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**

Date ..21..06..21.....



EXECUTED as a deed by **TST**
acting by one director in the
presence of a witness:

Director David Lee
Print name... DAVID JOHN LEFZ
Date 20.04.21
Witness F.V. Brown
Print name... FIONA V. BROWN
Address... 5 TUDOR HILL SUTTON COLDFIELD
Occupation... HOUSEWIFE B93 6BG

EXECUTED as a deed by **the**
Company acting by one
director in the presence of a
witness:

Director
Print name.....
Date
Witness
Print name.....
Address.....
Occupation.....

EXECUTED as a deed by **TST**
acting by one director in the
presence of a witness:

Director

Print name

Date

Witness

Print name

Address

Occupation

EXECUTED as a deed by **the**
Company acting by one
director in the presence of a
witness:

Director *Helen Robertson*

Print name *HELEN ROBERTSON*

Date *24th May 2021*

Witness *S Manton*

Print name *SOBHAN MANTON*

Address *ST MICHAELS PRIMARY SCHOOL
CHERRY ORCHARD
LICHFIELD WS14 9AW*

Occupation *BURSAR*