

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 27th August 2025

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Inova Multi Academy Trust Limited, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07697171, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 26 August 2015 (the “**Supplemental Funding Agreement**”) and as varied by a deed of variation entered on 19 December 2023 relating to the establishment, maintenance and funding of an Academy in accordance with the 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:

The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended to read:

Capacity Number (of statutory school age places)	656
(if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	630 – Statutory School Age Places
	26 – Nursery places

Age range (including nursery provision where the nursery is part of the school)	3-11
---	------

Please confirm which clause variations have been applied or marked as ‘Not used’

Clause No.	Descriptor	Applied	Not used
2.E.1	Only applies to free Schools and Academies with nursery provision	X	
3.I.1	Only applies to Free schools and Academies with nursery provision	X	

The Definitions and Interpretation on Page 8 shall be amended to include:

“‘Funded Hours’ means the current applicable government funded entitlement to free childcare.”

Clause 2.B on page 10 of the Supplemental Funding Agreement shall be amended to read:

“The planned capacity is 630 plus 26 FTE nursery places and the age range is 3-11. 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 mixed sex school.”

Clause 2.E.1 on page 10 of the Supplemental Funding Agreement shall be amended to read:

“Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours.”

Clause 3.I.1 on page 15 of the Supplemental Funding Agreement shall be amended to read:

“For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.I must be read with this exclusion in mind.”

2.2 Except as varied by this Deed, the 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:-


Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Inova Multi Academy Trust Limited, acting by:



Director

In the presence of:

W I T N E S S	Sign	
	Name	
	Address	
	Occupation	

