

DEED OF VARIATION TO THE FUNDING

AGREEMENT THIS DEED is made the 26th day of August 2026

BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) Sancta Familia Catholic Academy Trust, (the "Company") a charitable company incorporated in England and Wales with registered number 15116317, together, the "Parties".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 28 January 2025 (the "Funding Agreement") 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 Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the 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 Funding Agreement.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

Summary Sheet

Opening date: amended from 1 January 2025 to 1 February 2025

Amending Age range: From 4-11 to 2-11

Statutory School Places: amended from 420 to 420 plus 36 full-time equivalent nursery places.

Clause variation table

The clause variation table on page 5 shall be amended as follows:

Clause No.	Descriptor	Applied	Not used
2.E.1	Only applies to free Schools with nursery provision	x	

3.1.1	Only applies to Free schools with nursery provision	x	
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Definitions and Interpretation

Establishing the Academy

The following definition shall be inserted: "Funded Hours" means the current applicable government funded entitlement to free childcare.

Clause 1H: The Academy Trust will open the Academy on 1 February 2025, amended from 1 January 2025.

Running of the Academy

Amending the following clause;

Clause 2B:

The planned capacity of the Academy is 420 and the age range is 2-11, plus nursery provision of 36 full-time equivalent nursery places. 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.

Charging

2.E.1

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

Calculation of GAG

3.1.1

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
Santa Familia Catholic Academy Trust,
acting by:



Director

In the presence of:

