

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 14 day of JUNE 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Cathedral Schools Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 06516626, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by way of a deed of novation and variation dated 29 June 2021 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Hotwells Primary School (the "**Academy**") 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:
 - a) amending the summary sheet by removing the existing sections referring to "Capacity number" and "Age range" and replacing with the below:

Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	Statutory school age places: 210
Age range (including nursery provision where the nursery is part of the school)	4 to 11

b) removing the following definition:

"Funded Hours" means the current applicable government funded entitlement to free childcare.

c) replacing existing clause 2.B with the following new clause 2.B:

"2.B The planned capacity of the Academy is 210 and the age range is 4 to 11. For the avoidance of doubt, where the specified age range would be a child's normal age group, the Academy is not prevented from considering applications made by the child's parents under the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted outside of their normal age group. The Academy will be an all ability inclusive mixed sex 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 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:-)
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[Redacted signature]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Cathedral Schools Trust, acting by:

[Redacted signature]

Director

In the presence of:

[Redacted witness name]

Witness

Name:

Address:

Occupation:

[Redacted witness details]