

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 10<sup>th</sup> day of December 2024

### BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The Stowe Valley Multi Academy Trust, a charitable company incorporated in England and Wales with registered number 10445759 (“**Company**”), together, the “**Parties**”.

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 26<sup>th</sup> January 2023 (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:

2.B The planned capacity of the Academy is 1,354 and the age range is 0-16, plus nursery provision of 56 places which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. 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 single/mixed sex school.

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.

3.I.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.

The Summary Sheet shall be amended to read:

<b>Capacity number (of statutory school age places)</b> <b>(if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)</b>	420 primary places 900 secondary places 34 special resource places Total: 1,354 plus 56 FTE nursery places
<b>Age range (including nursery provision where the nursery is part of the school)</b>	0 -16

The clause table will be amended as follows.

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

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:-



*[Handwritten signature]*  
.....  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by **Stowe Valley Multi-Academy Trust**, acting by:

.....  
**Director**

.....  
**Director/Secretary**

**OR**

**EXECUTED** as a deed by **Stowe Valley Multi-Academy Trust**, acting by:

*[Handwritten signature]*  
.....  
**Director**

In the presence of:

W I T N E S S	Sign	<i>[Handwritten signature]</i>
	Name	PETER ROBINSON
	Address	GUINEVERE WEeping CROSS BODICOTE OX15 4ED
	Occupation	COMPANY SECRETARY