Docusign Envelope ID: 870BF3AE-FFE4-810D-820C-BFF98E791176

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 26 August 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) Abbey Multi Academy Trust , (the "**Company**") a charitable company incorporated in England and Wales with registered number 07705552, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement date on or about 28 August 2018 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Christ Church Upper Armley Church of England Primary School 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 1 September 2026 the Funding Agreement shall be amended as follows:

2.1.1 The reference in the Summary Sheet of the Funding Agreement to Age Range and Capacity shall be replaced with the following:

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)	210 statutory school age places 20 full time equivalent nursery places
Age Range (including nursery provision where the nursery is part of the school)	3-11

Docusign Envelope ID: 870BF3AE-FFE4-810D-820C-BFF98E791176

2.1.2 The reference in the Descriptor of the Funding Agreement to 2E.1 and 3.I.1 be changed as follows:_

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

2.1.3 The following definition be added to 1C

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

2.1.4 Clause 2B, shall be replaced with the following:

2B The planned capacity of the Academy is 210 and the age range is 3-11, plus a nursery provision of 20 full time equivalent 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.

2.1.6 Clause 2E , shall be replaced with the following:

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

2.1.7 Clause 3.I.1 shall be replaced with the following:

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:-)

[redacted]

Duly authorised by the Secretary of State for Education

[redacted]

EXECUTED as a deed by
Abbey Multi Academy Trust,
acting by:

[redacted]

Director

[redacted]

Director