DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 26 day of August 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) Our Lady of Fatima Catholic Multi Academy Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07696069, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated 29 September 2022 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of St John Fisher Catholic Primary School 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 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:

Summary Sheet
Amending Age range: 2-11

Amending Nursery Places: 30 places

Definitions and Interpretation

Establishing the Academy

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

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 a nursery provision of 30 places.

Addition of the following clauses to the Supplemental Funding Agreement:

Charging

2.E.I

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.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.

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:-)

.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Our Lady of Fatima Catholic Multi Academy Trust,
acting by:

.....

Director

In the presence of:

W I T N E S S	Sign	
	Name	IAN KENDRICK
	Address	20ce High Road, CM16 6EF
	Occupation	Headteacher.