

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR ST MARY AND ST GILES CofE PRIMARY SCHOOL

THIS DEED is made the 27th day of August 2025

BETWEEN

- 1) The **Secretary of State for Education** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) **Inspiring Futures Through Learning**, a charitable company incorporated in England and Wales with registered number 07698904 whose registered address is at C/O Iftl, Fairfields Primary School Apollo Avenue, Fairfields, Milton Keynes, England, MK11 4BA (the "**Company**"),

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 25 February 2021 (the "**SFA**") relating to the establishment, maintenance and funding of St Mary and St Giles CofE Primary School (the "**Academy**") in accordance with the SFA.
- B. The Parties now wish to vary and amend certain terms and conditions of the SFA in accordance with the terms of this Deed.
- C. This Deed is supplemental to the SFA.

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 SFA.

2. VARIATION OF THE SFA

- 2.1 The Parties agree that with effect from 1 September 2025 the SFA be amended as set out at schedule 1.
- 2.2 Except as varied by this Deed, the SFA 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.

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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 **Inspiring Futures Through Learning**, acting as:-
Signed by:

.....

Director

Director

**Schedule 1
SFA Amendments**

a) *The summary sheet will be amended as follows:*

Capacity	Statutory school age: 506 Nursery places: 40
Age range	2 to 11

b) *The clause descriptors table shall be amended to include the following rows:*

Clause No.	Descriptor	Applied	Not Used
2.E.1	Only applies to academies and free schools with nursery provision	X	
3.I.1	Only applies to academies and free schools with nursery provision	X	

c) *The definitions at clause 1.C shall be amended to include the following definition:*

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

d) *Clause 2b shall be amended as follows:*

2. B The planned capacity of the Academy is 506 and the age range is 2 to 11, plus nursery provision of 40 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.

e) *Clauses 2.E.1 and 3.I.1 shall be included as follows:*

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.