

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR
LYNDHURST PRIMARY SCHOOL**

THIS DEED is made the *4* day of *JUNE* 2026

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
 - 2) The Charter Schools Educational Trust, a charitable company incorporated in England and Wales with registered number 07338707 (the "**Company**"),
- together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 26 March 2021 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Lyndhurst 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 the date of this Deed the Funding Agreement shall be amended in accordance with the amendments set out in the Schedule to this Deed.
- 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:-)



EXECUTED as a deed by **The Charter Schools Educational Trust,**
acting by:



SCHEDULE

**AMENDMENTS TO THE LYNDHURST PRIMARY SCHOOL
SUPPLEMENTAL FUNDING AGREEMENT**

1. The row commencing 'Capacity number' in the Summary Sheet setting out information about the Academy at the start of the Funding Agreement shall be deleted and 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) | 420 (Capacity number of statutory school age places) 62 (Nursery places) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

2. The row commencing 'Age range' in the Summary Sheet setting out information about the Academy at the start of the Funding Agreement shall be deleted and replaced with the following:

| | |
|----------------------------------------------------------------------------------------|---------|
| Age range (including nursery provision where the nursery is part of the school) | 2 to 11 |
|----------------------------------------------------------------------------------------|---------|

3. The row commencing '2.E.1' in the clause variations table at the start of the Funding Agreement shall amended to show that clause 2.E.1 is applied:

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

4. The row commencing '3.I.1' in the clause variations table at the start of the Funding Agreement shall amended to show that clause 3.I.1 is applied:

| Clause No. | Descriptor | Applied | Not Used |
|-------------------|----------------------------------|----------------|-----------------|
| 3.I.1 | Only applies to free schools and | X | |

| | | | |
|--|----------------------------------|--|--|
| | academies with nursery provision | | |
|--|----------------------------------|--|--|

5. Clause 2.B of the Funding Agreement shall be deleted and replaced with the following:

'2.E.1 The planned capacity of the Academy is 420 and the age range is 2 to 11 plus nursery provision of 62 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 mixed sex school.'

6. Clause 2.E.1 of the Funding Agreement shall be deleted and replaced with the following:

'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.'

7. Clause 3.1.1 of the Funding Agreement shall be deleted and replaced with the following:

'3.1.1 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.'