DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR PRINCETHORPE INFANT SCHOOL

THIS DEED is made the 28th day of August 2026

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) DRB Ignite Multi Academy Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 09284055, together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated 29 September 2016 as subsequently varied by deed of variation dated 25 February 2019 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Princethorpe Infant 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 to reflect the opening of a Resource Provision for 12 places for pupils with Communication and Interaction (C&I) (SEMH) needs as follows:

The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended to read:

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)	219 (plus 30 part time nursery places)

Age range (including nursery provision where the nursery is part of the school)	3 to 7
SEN unit / Resource provision	Resourced Provision– 12 places for pupils with Communication and Interaction (C&I) needs from 1 September 2026

The Summary Sheet on page 5 of the Supplemental Funding Agreement shall be amended to read:

Clause No.	Descriptor	Applied	Not used
2.C, 2.D	Only applies where the academy has an SEN unit or Resourced Provision	X	
2.E.1	Only applies to free schools and academies with nursery provision	X	

The summary sheet on page 6 of the Supplemental Funding Agreement shall be amended to read:

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

A new definition on page 7 of the Supplemental Funding Agreement shall be amended to read

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

Clause 2.B on page 8 of the Supplemental Funding Agreement shall be amended to read:

"The planned capacity of the Academy is 219 and the age range is 3 to 7, plus nursery provision of 30 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."

Clauses 2.C and 2.D will be inserted on page 9 of the Supplemental Funding Agreement will be amended and will read as follows:

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resource Provision) with up to 12 planned places for pupils with Communication and Interaction (C&I) [needs in the age range 5 to 7.

2.D The Secretary of State may at any time determine that the SEN unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and

b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children and young people in the area."

Clause 2.E.1 on page 9 of the Supplemental Funding Agreement shall be included as follows:

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

Clause 3.I.1 on page 14 of the Supplemental Funding Agreement shall be included as follows:

"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**)
[redacted])

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **DRB IGNITE MULTI ACADEMY TRUST** acting by:

[redacted]

.....

Director

[redacted]

.....

Director