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DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

FOR

ROSSMERE ACADEMY

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THIS DEED is made the 15th day of December 2025

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and

2) Extol Academy Trust, a charitable company incorporated in England and Wales with registered number 08561360 (the "**Company**")

together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated 26 April 2022 (the "**Existing Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Rossmere Academy in accordance with the Existing Supplemental Funding Agreement;

B. The Parties now wish to vary and amend certain terms and conditions of the Existing Supplemental Funding Agreement in accordance with the terms of this Deed.

C. This Deed is supplemental to the Existing Supplemental Funding Agreement.

1. INTERPRETATION

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 Existing Supplemental Funding Agreements.

2. VARIATION OF THE FUNDING AGREEMENT

2.1 The Parties agree that with effect from the date of this Deed:

2.1.1 The Capacity Number on page 4 shall be amended to:

"*385 plus 52 FTE place nursery plus 12 FTE place 2 year old provision*"

2.1.2 Clause 2.B shall be amended to

"The planned capacity of the Academy is 385 in the age range 2 – 11 (plus a 52 FTE place nursery and a 12 FTE place 2 year old provision) 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".

2.2 Except as varied by this Deed, the Existing Supplemental Funding Agreements 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

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

EXECUTED as a deed by
Extol Academy Trust,
acting by:

[redacted]

.....

Director

In the presence of:

WITNESS

Sign

Name

Address

Occupation

[redacted]