

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

THIS DEED is made the day of 26th 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) Red Kite Learning Trust, a charitable company incorporated in England and Wales with registered number 07523507 whose registered address is at Red Kite Learning Trust, Red Kite Office, Pannal Ash Road, Harrogate, North Yorkshire, United Kingdom, HG2 9PH (the “**Company**”),

together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 29 October 2018 (the “**SFA**”) relating to the establishment, maintenance and funding of Whitkirk Primary School 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 shall be amended as follows:

a) Summary Sheet:

Capacity number	420
Age range (including nursery provision where the nursery is part of the school)	4-11

Shall be amended as follows:

<p>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)</p>	<p>Statutory school age: 420 Nursery provision: 26 places.</p>
<p>Age range (including nursery provision where the nursery is part of the school)</p>	<p>3 to 11</p>

b) Clause Variations table shall be amended to include:

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) Clause 1C shall be amended to include the following definition:

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

d) Clause 2B:

2.B The planned capacity of the Academy is 420 in the age range 4-11 which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school.

shall be amended as follows:

2.B The planned capacity of the Academy is 420 and the age range is 3 to 11, plus nursery provision of 26 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) Clause 2.E.1 shall be inserted 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.

f) Clause 3.I.1 shall be inserted as follows:

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 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.

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: -)

R. Huggett King
.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Red Kite Learning Trust**

acting by:
Chris Toney
.....
B9101781AACE440

Director

DocuSigned by:
Stephen Howell
.....
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Company Secretary