

/Ash Green School
DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the day of 26 August 2026

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Creative Education Trust, (the “**Company**”) a charitable company incorporated in England and Wales with registered number 07617529, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 30 December 2011, as varied by a deed of variation dated 28 March 2019 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Ash Green School (the “**Academy**”) 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 1 September 2026 the Funding Agreement shall be amended as follows:
 - a) In the summary sheet by removing the existing sections referring to "Age range" and "Number of sixth form places" and replacing with the below:

Age range	11 to 16
Number of sixth form places	N/A

- b) replacing existing clause 2.B with the following new clause 2.B:

"2.B The planned capacity of the Academy is 980 in the age range 11 to 16. The Academy will be an all ability inclusive school.

- 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.

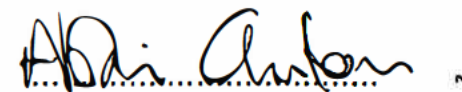
EXECUTED as a deed by affixing the corporate
seal of the **Secretary of State for Education**
authenticated by:-)



Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Creative Education Trust
acting by:



Director

In the presence of:

Witness

Name:

Address:

Occupation: