

## DEED OF VARIATION TO THE DEED

THIS DEED is made 24<sup>th</sup> July 2026

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Unity Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10591822, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a deed of novation and variation dated 27 May 2021 (the "**Deed**") relating to the establishment, maintenance and funding of King's Oak Academy (the "**Academy**") in accordance with the Deed.
- B. The Parties now wish to vary and amend certain terms and conditions of the Deed in accordance with the terms of this deed. The variation constituted by this Deed shall take effect on 1 September 2026 (the "**Effective Date**").
- C. This deed is supplemental to the Deed.

### 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 Deed.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the Effective Date the deed shall be amended as follows:
  - 2.1.1 The Summary Sheet on page 4 of the amended funding agreement for Kings Oak Academy contained in Schedule 4 shall be varied:
    - (a) To show the capacity number of full-time equivalent nursery places as 34; and
    - (b) To show the age range (including nursery provision where the nursery is part of the school) as 2 to 7
  - 2.1.2 Clause 2.B on page 10 of the amended funding agreement contained in Schedule 4 for Kings Oak Academy in the Deed shall be deleted in its entirety and replaced as follows:

*"The planned capacity of the Academy is 180 and the age range is 2 to 7, plus nursery provision of 34 full-time equivalent 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."*

2.2 Except as varied by this deed, the Deed 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  
authorised by

Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by Unity Education Trust,  
acting by:

A black ink signature, possibly reading "J. Smith", is written over a dark, rectangular redacted area.

**Director**

A black ink signature, possibly reading "J. Smith", is written over a dark, rectangular redacted area.

**Director/Secretary,**