

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 8th day of April 2025

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Greenwood Academies Trust], (the "**Company**") a charitable company incorporated in England and Wales with registered number 06864339 , together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement further to a deed of variation dated on 29 August 2014(the "**Funding Agreement**") relating to the establishment, maintenance and funding of Nottingham Girls' 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 2025 the Funding Agreement shall be amended as follows:
 - 2.1.1 The summary sheet at page 4 is deleted and replaced with the following summary sheet to reflect the changes to the capacity number and SEN unit / Resource provision:

SUMMARY SHEET

Information about the Academy:

Name of Academy Trust	Greenwood Academies Trust
Company number	06864339
Date of Master Funding Agreement	29 August 2014
Name of Academy	Nottingham Girls' Academy
Opening date	1 September 2011
Type of Academy (indicate whether academy or free school)	Academy
Religious designation	N/A
Wholly or partly selective	N/A
Name of predecessor school (where applicable)	Manning School for Girls
Capacity number	910
Age range	11 - 18
Number of sixth form places	150
SEN unit / Resource provision	Yes – SEN unit
Land arrangements (Version 1-7 or other)	Version 2
Address and title number of Land	Nottingham Girls' Academy, Robins Wood Road, Aspley, Nottingham, Nottinghamshire, NG8 3LD

2.1.2 Within the table on page 5, clauses 2.C and 2.D are marked as "Applied".

2.1.3 Clause 2.B is replaced with the following new clause 2.B:

The planned capacity of the Academy is 910 and the age range is 11-18, including a sixth form of 150 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 single sex school.

2.1.4 Clauses 2.C and 2.D are amended as follows:

2.C *The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with Moderate Learning Difficulties (MLD) in the age range 11-16.*

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.

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)
auth [redacted])

Du [redacted] of State for Education



EXECUTED as a deed by
Greenwood Academies Trust,
acting by:

[redacted]

Director

In the presence of:

W Sign
I
T Name
N
E Address
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[redacted]