

## DEED OF VARIATION

THIS DEED is made the 28<sup>th</sup> day of July 20 25

The parties to this Deed are:

(1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT ("**the Secretary of State**"),

- and -

(2) Chelmsford County High School for Girls, a charitable company incorporated in England and Wales with registered number 07445392 ("**the Company**"),

together referred to as the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated 28<sup>th</sup> December 2023 ("**the Funding Agreement**") relating to the establishment, maintenance and funding of an academy known as Chelmsford County High School for Girls.
- B. The Parties have agreed to amend the terms and conditions of the Funding Agreement in accordance with the terms of this Deed.

### 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.

### LEGAL AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:
  - a) Line 9 of the Summary of the Funding Agreement shall be replaced with:  
'Capacity (of statutory school age places) 1285'
  - b) Line 11 of the Summary of the Funding Agreement shall be replaced with:  
'Number of sixth form places 385'
  - c) Clause 2.10 of the Funding Agreement shall be replaced with:  
'The planned capacity of the Academy is 1285 and the age range is 11 to 18 including a sixth form of 385 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 a selective single sex school.'

2.2 Except as varied by this Deed, the Funding Agreement shall remain in full force and effect.

## GOVERNING LAW AND JURISDICTION

3.1 This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and interpreted in accordance with English Law.

3.2 The Parties irrevocably agree that the courts of England and Wales shall 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).

## 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 written above.

**EXECUTED** as a deed by affixing )  
the Corporate Seal of the )  
**Secretary of State for Education** )  
authenticated by: )



[Redacted signature]  
Duly authorised by the Secretary of State for Education

**EXECUTED** as a Deed by Chelmsford County High School for Girls, acting by:

[Redacted signature]

Director

[Redacted signature]

Company Secretary