

DEED OF VARIATION

THIS DEED is made the day of 26th August 2026

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Illuminate Minds Trust, (the “**Academy Trust**”) a charitable company incorporated in England and Wales with registered number 08439184, together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about December 2014 (the “**Master Funding Agreement**”).
- B. The Academy Trust operates Pelham Primary School, Bexleyheath, DA7 4HL (“the **Academy**”) pursuant to a supplemental funding agreement (which is supplemental to the Master Funding Agreement) dated on or about April 2015 (the “**Supplemental Agreement**”).
- C. The Supplemental Agreement contains provisions in clause 2.B relating to the planned capacity of the Academy (the “**Planned Capacity**”).
- D. The Parties now wish to vary the Supplemental Agreement to increase the Planned Capacity in accordance with the terms of this Deed.
- E. This Deed is supplemental to the Supplemental Agreement and the Master 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 Master Funding Agreement and the Supplemental Agreement (the Supplemental Agreement having primacy over the Master Funding Agreement).
- 1.2 The expressions defined in the Introduction ((A) – (E) inclusive) to this Deed shall, unless the context otherwise requires, have the same meanings as in the operative provisions in this Deed.

2. VARIATION OF THE SUPPLEMENTAL AGREEMENT

- 2.1 With effect from 1 September 2026, the Supplemental Agreement shall be amended as follows:
 - 2.1.1 by the deletion of the first sentence of Clause 2.B and replacement with the following sentence: “The Academy has an age range of 2 – 11 with a planned capacity of 420 and a nursery class with 39 FTE places for pupils aged 3 and 4 years and 25 FTE places for pupils aged 2 and 3 years.”

2.2 Any references in the Supplemental Agreement to the Academy's capacity, pupil numbers or nursery provision shall be construed in accordance with the amendments effected by this Deed.

2.3 Except as varied by this Deed, the Master Funding Agreement and the Supplemental 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:-)
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Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Illuminate Minds Trust
acting by:



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Director Jo Southby

In the presence of:

W	Sign	
I	Name	Nicola Harper
T	Address	Pelham Primary School, Pelham Road, Bexleyheath, DA7 4HL
N	Occupation	Chair of Governors
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S		
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