

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 12 day of AUGUST 2025

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "**Secretary of State**"); and
- 2) The One In A Million Free School, (the "**Company**") a charitable company incorporated in England and Wales with registered number 08008193, and whose registered office is at Cliffe Terrace, Bradford, West Yorkshire BD8 7DX together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated 22 January 2013 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of a school known as One In A Million Free School ("the **Academy**") and sports facilities at Woodhouse Grove School, Apperley Bridge Bradford ("the **Sports Facilities**") in accordance with the Funding Agreement.
- B. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement and wish to record their agreement to such variations to by 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 the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 of this Deed.
- 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.

This document has been executed and delivered as a Deed on the data stated at the beginning of this Deed.

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 One In A Million Free School, acting by:

[Redacted signature]

Director

[Redacted name]

Director's Name (Printed)

In the presence of:

W Sign
I Name
T Name
N Address
E Address
S Occupatio
S Occupatio

[Redacted witness information]

SCHEDULE 1

Amendments to the Funding Agreement

1. Replacement of Existing Clauses

(a) The beginning of clause 17 which states:

“The planned capacity of the Academy is 350 places in the age range 11-19, including a sixth form of 100 places.”

Shall be replaced by:

“The planned capacity of the Academy is 350 in the age range 11 – 16.”

2. Addition of New Clauses and Definitions

The following shall be added to the Funding Agreement as new definitions:

“**Lease**” means the lease, any subsequent variations to the lease or any other occupational agreement between the Academy Trust and a third party (“the **Landlord**”) under which the Academy Trust derives or will derive title to the Sports Facilities.

“**Property Notice**” means any order, notice, proposal, demand or other requirement issued by any competent authority (including the Landlord which materially affects the Academy Trust’s ability to use the Land or the Sports Facilities for the purposes of the Academy or any correspondence that affects the extent of the Land or the Sports Facilities.

“Sports Facilities” means the use of various sporting facilities at Woodhouse Grove School, Apperley Bridge, Bradford, registered with title number YY198089 and demised by the Lease.

The following shall be added to the Funding Agreement as a new clause 116:

116A Restrictions on transfer of Sports Facilities

The Academy Trust must:

- i. as soon as reasonably practicable and within one month of completion of the Lease apply to the Land Registry using Form RX1 for the following restriction (the **“Restriction”**) to be entered in the proprietorship register for the Land:

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;
- ii. take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- iii. promptly confirm to the Secretary of State when the Restriction has been registered;
- iv. if it has not registered the Restriction, permit the Secretary of State to do so in its place; and
- v. not, without the Secretary of State’s consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

116B **Obligations of the Academy Trust**

- i. The Academy Trust must comply with the Lease and promptly enforce its rights against the Landlord.
- ii. The Academy Trust must not, without the Secretary of State's consent:
 - a) terminate, vary, surrender, renew, dispose of or agree any revised rent under the Lease;
 - b) grant any consent or licence; or
 - c) create or allow any encumbrance; or
 - d) part with or share possession or occupation; or
 - e) enter into any onerous or restrictive obligations

in respect of all or part of the Sports Facilities provided that the Academy Trust may grant a licence or share occupation of part of the Sports Facilities with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are within the uses permitted by the Lease and where no relationship of landlord and tenant arises as a result of such occupation.

116C **Option**

- i. The Academy Trust grants and the Secretary of State accepts an option (the "**Lease Option**") to acquire the Sports Facilities at nil consideration. The Secretary of State may exercise the Lease Option in writing:
 - a) if this Agreement is terminated for any reason;
 - b) at any time on or after the issue of a Termination Warning Notice; or
 - c) if, under clause 116H, the Academy Trust and the Secretary of State agree that part of the Sports Facilities should be demised or subleased to another academy trust;
- ii. If the Lease Option is exercised, completion will take place

- a) 28 days after the exercise date where a Termination Warning Notice has not been issued; or
 - b) where a Termination Warning Notice has been issued, the date specified in the Termination Warning Notice as to when this Agreement shall terminate
- iii. and in either case in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

116D **Option Notice**

The Academy Trust:

- i. must, within 14 days after acquiring the Sports Facilities or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the "Option Notice") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;
- ii. if it has not registered the Option Notice, agrees that the Secretary of State may apply to register using Form UN1; and
- iii. must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

116E **Property Notices**

If the Academy Trust receives a Property Notice, it must:

- a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;
- b) promptly give the Secretary of State all the information he asks for about it;
- c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and

- d) use its best endeavours to help the Secretary of State in connection with it.

116F Breach of Lease

- a) If the Academy Trust is, or if it is reasonably foreseeable that it will be, in material breach of the Lease, the Academy Trust must immediately give written notice to the Secretary of State stating what the breach is and what action the Academy Trust has taken or proposes to take to remedy it, including timescales where appropriate.
- b) After notifying the Secretary of State under clause 116F a) the Academy Trust must:
 - i) promptly give the Secretary of State all the information he asks for about the breach;
 - ii) allow the Secretary of State to take all necessary action with or instead of the Academy Trust, to remedy or prevent the breach; and
 - iii) use its best endeavours to help the Secretary of State to remedy or prevent the breach.

116G Sharing the Land

Where:

- a) the Secretary of State identifies basic or parental need for additional places in the area where the Academy is situated; and
- b) the Secretary of State then considers that not all the Sports Facilities is needed for the operation of the Academy at planned capacity

the Secretary of State must consult with the Academy Trust to determine

whether part of the Sports Facilities could be demised or sublet to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution at the Sports Facilities.

116H To the extent that the Academy Trust and the Secretary of State agree to part of the Land being demised or sublet in accordance with clause 116G, the Academy Trust must use its best endeavours to procure either the approval of the Landlord or any necessary amendments to the Lease in order to enable it to share occupation of the Sports Facilities with the incoming academy trust and to provide the incoming academy trust with security of occupancy over the Sports Facilities occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause.

116I For the purposes of clause 116H:

a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;

b) a **parental need** will arise when the Department for Education is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from parents in that area; and

c) **planned capacity** has the meaning given to it in clause 17.

116J If the Academy Trust cannot use all or part of the Sports Facilities as the but the Secretary of State agrees not to terminate this Agreement on that basis, the Secretary of State may notify the Academy Trust that he intends to exercise the Lease Option to transfer the Sports Facilities for nil consideration to himself or his nominee.

116K On or following the issue a Termination Warning Notice, the Secretary of State may give notice that he intends to exercise his rights under clause 116C. Any such notice is without prejudice to his right to exercise any other rights available to him.

The following shall be added to the Funding Agreement as a new clause 117:

117 Charity

As a result of the Lease, the Sports Facilities are held by the Academy Trust, an exempt charity.

The Land is held by the Academy Trust, an exempt charity.

The following shall be added to the Funding Agreement as a new clause 118:

118 Plans

The Land is shown edged red on Plan A
Plan A



The Sports Facilities are shown edged red on Plan B

Plan B

