

Dated 4 NOVEMBER 2025

(1) THE SECRETARY OF STATE

AND

(2) DELTA ACADEMIES TRUST

DEED OF VARIATION TO THE FUNDING AGREEMENT

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Contents

	Page
1. INTERPRETATION	1
2. VARIATION OF THE FUNDING AGREEMENT	1
3. GOVERNING LAW AND JURISDICTION	1
4. COUNTERPARTS	1

THIS DEED is made the 4 day of November 2025

BETWEEN

- (1) **THE SECRETARY OF STATE FOR EDUCATION** (the "**Secretary of State**"); and
- (2) **DELTA ACADEMIES TRUST** with the registered number 07386086 whose registered address is at Education House, Spawd Bone Lane, Knottingley, WF11 0EP (the "**Company**"), together, the "**Parties**".

INTRODUCTION

- (A) The Parties entered into a funding agreement dated on or about 29th November 2012, which was amended and restated by Deed of Variation dated 22nd August 2014 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Wybers Wood 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 the date of this Deed the Funding Agreement shall be amended as follows:

Replace the wording in clause 2.5 from "*The capacity of the Academy is 525 in the age range 5-11*" with "*The capacity of the Academy is 525 in the age range of 4-11*".

- 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**)
authenticated by:-)

.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by)
DELTA ACADEMIES TRUST)
acting by:)

.....
Director

In the presence of: [Redacted Signature]

Witness Signature:

Name of Witness: [Redacted Name]

Address: c/o Education House, Spawd Bone Lane,
Knottingley, WF11 0EP