

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT FOR THURLBY COMMUNITY PRIMARY ACADEMY

THIS DEED is made the 12<sup>th</sup> 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) Keystone Academy Trust, a charitable company incorporated in England and Wales with registered company number 07788995 whose registered address is at Bourne Westfield Primary School, Westbourne Park, Bourne, Lincolnshire, PE10 9QS (the "Company"),  
together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 17 December 2019 and amended by way of a deed of variation dated 11 March 2025 (the "SFA") relating to the establishment, maintenance and funding of Thurlby Community Primary Academy (the "Academy") in accordance with the SFA.
- B. The Parties now wish to vary and amend certain terms and conditions of the SFA in accordance with the terms of this Deed.
- C. This Deed is supplemental to the SFA.

### 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 SFA.

### 2. VARIATION OF THE SFA

- 2.1 The Parties agree that with effect from the date of this Deed the SFA shall be amended as set out in the Schedule to this Deed.
- 2.2 Except as varied by this Deed, the SFA 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 **Keystone Academy Trust**,  
acting by:

  
Joseph Pignatiello

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**Director**

Joseph Pignatiello

**Print name**

**Director**

Geoffrey Palmer

**Print name**

## **SCHEDULE**

### **AMENDMENTS TO THE EXISTING SFA**

1. The row setting out the “Age range” in the Summary Sheet on page 4 of the Existing SFA shall be deleted and replaced with the following:

<b>Age range</b>	4 to 11
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2. Clause 2.B of the Existing SFA shall be deleted and replaced with the following:

“2.B The planned capacity of the Academy is 210 in the age range 4 to 11. The Academy will be an all ability inclusive school.”