

DEED OF VARIATION TO THE JOYCE FRANKLAND ACADEMY, NEWPORT SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 26th day of August 2026

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) Anglian Learning, a charitable company incorporated in England and Wales with registered office address at Bottisham Village College Lode Road, Bottisham, Cambridge, Cambridgeshire, CB25 9DL and company number 07564749 (the “**Company**”),

together, the “**Parties**”.

INTRODUCTION

- A. Joyce Frankland Academy, Newport (with company number 08135395 and having dissolved on 16 March 2021) and the Secretary of State entered into a funding agreement on 31 August 2012 relating to the establishment, maintenance and funding of an academy known as Joyce Frankland Academy, Newport (the “**Original Funding Agreement**”).
- B. On 1 January 2020, the Original Funding Agreement was novated from Joyce Frankland Academy, Newport to the Company and the terms amended by a deed of variation between Joyce Frankland Academy, Newport and the Parties (the “**Funding Agreement**”, which for the avoidance of doubt refers to the Original Funding Agreement as novated and amended).
- C. The Parties now wish to further vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed to reflect the closure of the sixth form.
- D. 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 1 September 2026, the Funding Agreement shall be amended in accordance with the amendments set out in the Schedule to 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.

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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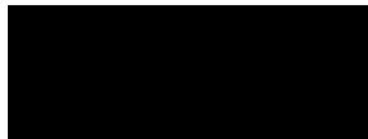


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Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **Anglian Learning**, acting by:



Director



Director/Secretary

SCHEDULE**AMENDMENTS TO THE JOYCE FRANKLAND ACADEMY, NEWPORT
SUPPLEMENTAL FUNDING AGREEMENT**

1. The row commencing 'Age range' in the Summary Sheet on page 4 of the Funding Agreement shall be deleted and replaced with the following:

Age range (including nursery provision where the nursery is part of the school)	11 to 16
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2. The row commencing 'Number of sixth form places' in the Summary Sheet on page 4 of the Funding Agreement shall be deleted and replaced with the following:

Number of sixth form places	N/A
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3. Clause 2.B of the Funding Agreement shall be deleted and replaced with the following wording:

'The planned capacity of the Academy is 1,200 and the age range is 11 to 16. 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 an all ability inclusive mixed sex school.'