

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the day of 30 April 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Tudor Grange Academies Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07365748, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on 30 August 2017 (by way of deed of novation and variation) which was varied by deed of variation dated on 26 November 2020 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of The Robert Smyth Academy (the **Academy**) in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to further vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

2. VARIATION OF THE SUPPLEMENTAL FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Funding Agreement shall be amended as follows:

- 2.1.1 amending the summary sheet by removing the existing sections referring to "Capacity number" and "SEN unit / Resource provision" and replacing with the below:

Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	1192
SEN unit / Resource provision	Communication and Interaction - Autism Spectrum Disorder

- 2.1.2 amending the clause variation table by removing the existing sections referring to clause "2.C, 2.D" and replacing with the below:

Clause No.	Descriptor	Applied	Not used
2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision	✓	

- 2.1.3 replace existing clause 2.B, 2.C and 2.D with the following new clause 2.B, 2.C and 2.D:

"2.B The planned capacity of the Academy is 1192 and the age range is 11-19, including a sixth form of 280 places and which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. 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."

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 15 planned places for pupils with Communication and Interaction needs (and specifically Autistic Spectrum Disorder) in the age range 11 - 19."

"2.D The Secretary of State may at any time determine that the SEN Unit or Resourced Provision should cease to operate. In making such a determination, the Secretary of State will:

- a) consider the views of the Academy and relevant LAs (in their strategic role in the commissioning of SEN provision); and

- b) consider how his determination will affect the LAs' ability to secure suitable SEN provision for children and young people in the area."

2.2 Except as varied by this Deed, the Supplemental 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.

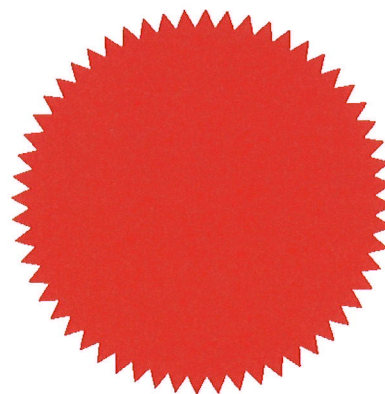
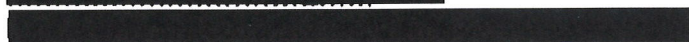
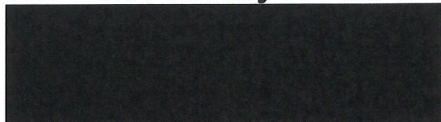
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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**



EXECUTED as a deed by
Tudor Grange Academies Trust,



Director

In the presence of:

[REDACTED]

Witness

Name: [REDACTED] [REDACTED]

Address: [REDACTED]

Occupation: [REDACTED]