

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 4th day of October 2023

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Spring Partnership Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07656245, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement by way of a deed of novation and variation dated 30 November 2016 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Leasons Primary School (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- B. The Parties now wish to 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 Supplemental Funding Agreement shall be amended as follows:

- a) amending the summary sheet by removing the existing sections referring to "Capacity number" and "Age range" 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)	420 plus 28 FTE nursery places
Age range (including nursery provision where the nursery is part of the school)	3 - 11

b) inserting the following definition immediately after the definition of "Coasting":

"Funded Hours" means the current applicable government funded entitlement to free childcare.

c) replace existing clause 2.B with the following new clause 2.B:

"2.B The planned capacity of the Academy is 420 and the age range is 3 - 11, plus nursery provision of 28 full time equivalent places. The Academy will be an all ability inclusive mixed sex school."

d) Inserting the following new clause 2.E.1 immediately after existing clause 2.E:

"2.E.1 Clause 2.16 of the Master Agreement does not prevent the Academy Trust charging fees for nursery provisions outside the Funded Hours."

e) Inserting the following new clause 3.1.1 immediately after existing clause 3.1:

"3.1.1 For the avoidance of doubt, the pupil number count for the purposes of determining GAG excludes nursery provision pupils. Clauses 3.A-3.I must be read with this exclusion in mind.

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**)
authenticated by:-)

D. Kiddle

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
The Spring Partnership Trust,
acting by:

J. C. C. C.

Director

In the presence of:

Shweta

Witness

Name: *Shweta Sayed*

Address: *30 Veryan Close BR53NQ.*

Occupation: *Clerk*