

**MIDFIELD PRIMARY SCHOOL
DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT**

THIS DEED is made the *21* day of *MAY* 2026

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 funding agreement dated 18 December 2014 as amended by a Deed of Novation and Variation dated 30 November 2016 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an 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 1 September 2026 the Funding Agreement shall be amended as follows:

- a) In the summary sheet by removing the existing section referring to "Capacity number" and replacing with the below:

Capacity number	420 plus 36 SEN Unit places.
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- b) In the summary sheet by removing the existing section referring to "SEN unit / Resource Provision" and replacing with the below:

SEN unit / Resource Provision	Designated SEN Unit - 36 spaces - Autistic Spectrum Disorder.
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- c) *Clause 2.B shall be deleted and replaced with the following:*

"2.B The planned capacity of the Academy is 456 in the age range 3 to 11, plus nursery school places equivalent to 52 full time places, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school."

d) *Clause 2.C shall be deleted and replaced with the following:*

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 36 planned places for pupils with Autism Spectrum Disorder (ASD) in the age range 4 to 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
The Spring Partnership Trust,
acting by:



Director

In the presence of:

Witness



Name:

Address:

Occupation: