

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 9 day of October 2025

BETWEEN

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) The [*The Woodland Academy Trust*], (the “**Company**”) [a charitable company incorporated in England and Wales with registered number [07694050], together, the “**Parties**”.

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 2nd March 2023 (the “**Funding Agreement**”) relating to the establishment, maintenance and funding of Lime Wood Primary School 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 the date of this Deed the Funding Agreement shall be amended as follows to reflect the opening of a 15 place SEN Unit:

The Summary Sheet on page 4 of the Supplemental Funding Agreement shall be amended to read:

“SEN unit / Resource provision – 15 places for Autism Spectrum Disorder (ASD) and/or speech, language and communication needs (SLCN).”

Page 5 of the Supplemental Funding Agreement shall be amended to read:

| Clause No. | Descriptor | Applied | Not used |
|------------|---|---------|----------|
| 2.C, 2.D | Only applies where the academy has an SEN unit or Resourced Provision | X | |

Clause 2.C and 2.D will be inserted into the Supplemental Funding Agreement and will read as follows:

“2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resource Provision) with up to 15 planned places for pupils with Autism Spectrum Disorder (ASD) and/or speech, language and communication needs (SLCN) in the age range 4 to 11.

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.”

The Trust will deliver this provision in line with the requirements of the Funding Agreement and the SEN Code of Practice, and in accordance with funding arrangements agreed with the Local Authority.

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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M. Leech
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Duly authorised by the Secretary of State for Education

EXECUTED as a deed by [*The Woodland Academy Trust*],
acting by:



Director



Director/Secretary

OR

EXECUTED as a deed by
[*The Woodland Academy Trust*],
acting by:

.....

Director

In the presence of:

| | |
|---|------------|
| W | Sign |
| I | |
| T | Name |
| N | |
| E | Address |
| S | |
| S | Occupation |