

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 17 day of September 2024

BETWEEN

- 1) **The Secretary of State for Education** (the "**Secretary of State**"); and
- 2) **Noadswood School**, a charitable company incorporated in England and Wales with registered number 07693860 whose registered office is at Noadswood School North Road, Dibden Purlieu, Southampton, Hampshire, SO45 4ZF (the "**Company**"),

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement relating to the establishment, maintenance and funding of an Academy on 1 August 2011, as amended by a Deed of Variation dated 29 April 2021 (the "**Funding Agreement**"). For the avoidance of doubt, references to "the Funding Agreement" in this Deed are references to the Funding Agreement as varied on 29 April 2021.
- 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:
 - The "**Capacity**" and "**SEN unit / Resource provision**" details shown in the Summary Sheet on page 5 of the Funding Agreement shall be deleted and replaced with the following:

Capacity (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school aged places)	1,141
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SEN unit / Resource provision	5 places for Physical Disability 16 places for Social, Emotional and Mental Health
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- Clause 2.10 (Pupils) is deleted and replaced with the following:

"2.10 The planned capacity of the Academy is 1,141 and the age range is 11-16, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.12. 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."

- Clause 2.12 (SEN Unit or Resourced Provision) is deleted and replaced with the following:

"2.12 The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 5 planned places for pupils with Physical Disability in the age range 11-16 and up to 16 planned places for pupils with Social, Emotional and Mental Health needs in the age range 11-16."

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.

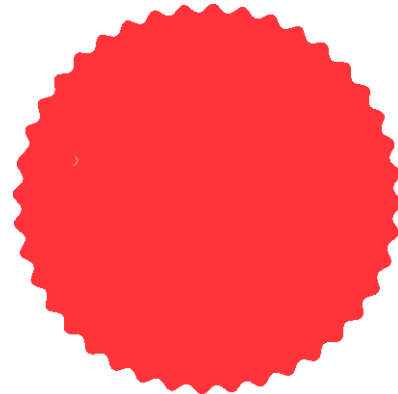
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

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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A handwritten signature in black ink, appearing to be 'A. K. ...', written over a dotted line.

Duly authorized by the Secretary of State for Education

EXECUTED as a deed by **Noadswood School**

acting by:

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A handwritten signature in black ink, appearing to be 'W. Marshall', written over a dotted line.
8BC39C4988FA452

Director

Signed by:
A handwritten signature in black ink, appearing to be 'A. N. ...', written over a dotted line.
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Director