

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made 3<sup>rd</sup> December 2025

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Unity Education Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 10591822, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 19<sup>th</sup> December 2019 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Magdalen Academy (the "**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. The variation constituted by this Deed shall take effect on 3/12/2025 (the "**Effective Date**").
- 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 Effective Date the Funding Agreement shall be amended as follows:
  - 2.1.1 the Summary Sheet on page 4 of the Funding Agreement shall be varied:
    - (a) to show the capacity number of statutory school age places as 64 including:
      - (i) a Resource Provision for 8 pupils;
      - (ii) 40 statutory school age places; and
      - (iii) 16 full-time nursery places.
    - (b) to include an SEN unit / Social, Emotional and Mental Health Specialist Resource Provision (**Specialist Resource Base**) as follows "*Specialist Resource Base for 8 planned places in the age range 4 to 11*".
  - 2.1.2 clauses 2.C, and 2.D shall be shown as "Applied" in the table appearing on page 5 of the Funding Agreement;
  - 2.1.3 clause 2.B of the Funding Agreement shall be deleted in its entirety and replaced as follows:

*"The planned capacity of the Academy is 64 and the age range is to 11, 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."*

2.1.4 the words "[Not used]" appearing at clause 2.C of the Funding Agreement shall be deleted and replaced with the following words:

*"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Social, Emotional and Mental Health Specialist Resourced Provision) with up to 8 planned places in the Specialist Resource Base for pupils in the age range 3 to 11".*

2.1.5 the words "[Not used]" appearing at clause 2.D of the Funding Agreement shall be deleted and replaced with the following words:

*"The Secretary of State may at any time determine that the Specialist Resource Base 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 their 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 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.

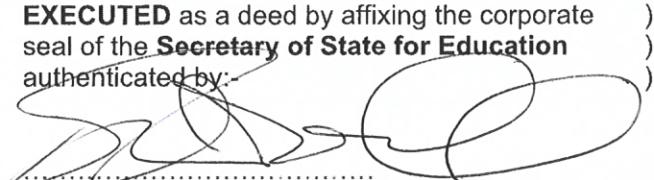
3.2 The parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

### **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.

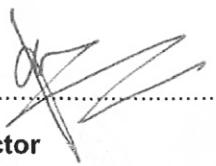
EXECUTED as a deed by affixing the corporate seal of the **Secretary of State for Education**  
authenticated by:

A handwritten signature in black ink, appearing to read "S. D. JONES", is written over a dotted line. Three small black circles are placed above the signature, aligned vertically.

Duly authorised by the Secretary of State for Education



**EXECUTED** as a deed by Unity Education Trust,  
acting by:

  
.....

Director

  
.....

Director/Secretary