

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 21 day of May 2025

### BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Southend East Community Academy Trust (the "**Company**"), a charitable company incorporated in England and Wales with registered number 07825856, together, the "**Parties**".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about the 25 August 2016 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Thorpedene Primary School & Nursery ("**The Academy**") in accordance with the Funding Agreement. The Funding Agreement was varied and amended on 24 August 2022.
- 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 with the objective of establishing a SEN Unit at The Academy to be operational from 01 September 2025. The following two clauses, as outlined in the model Mainstream Supplemental Funding Agreement (December 2020), Clauses 2.C, and 2.D, will apply:

"The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 14 planned places for pupils with Autistic Spectrum Conditions (ASC) in the age range 4-11.

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."

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 )  
)  
)



 Duly authorised by the Secretary of State for Education

**EXECUTED** as a deed by Southend East Community Academy Trust  
acting by:

.....

**Director**

.....

**Director/Secretary**

**OR**

**EXECUTED** as a deed by  
Southend East Community  
Academy Trust acting by:

  
**Director**

In the presence of:

W  
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S

Sign

Name

Address

Occupation

