

DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 19th day of December 2024

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Avanti Schools Trust, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07506598, together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 16 March 2023 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy, namely Avanti Brook 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:
 - 2.1.1 References to the SEN unit / Resource provision and clauses 2.C and 2.D in the summary sheet on pages 4 and 5 respectively shall be deleted and replaced with the following:

SEN unit / Resource provision	SLCN - Speech, Language and Communication Needs ASD - Autistic Spectrum Disorder
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Clause No.	Descriptor	Applied	Not used
2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision	X	

- 2.1.2 Clause 2.C and 2.D of the Funding Agreement shall be deleted and

replaced with the following clauses:

- 2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 12 planned spaces for pupils with SLCN – Speech, Language and Communication Needs and ASD – Autistic Spectrum Disorder in the age range 5 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.
- 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 -

J. Miller

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by Avanti Schools Trust, acting by:

Mike Younger

Director

In the presence of:

W	Sign	<i>Molly W</i>
I	Name	MOLLY WARRINGTON
T	Address	7 DOLMAN CLOSE, LINTON CAMBRIDGE. CB21 4RH
N	Occupation	RETIRED LECTURER
E		
S		
S		

