

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

**THIS DEED** is made the 26th day of August 2025 **BETWEEN**

- 1) The Secretary of State for Education (the “**Secretary of State**”); and
- 2) East Midlands Academy Trust (the “**Company**”), a charitable company incorporated in England and Wales with registered number 08149829,

together the “**Parties**”.

### INTRODUCTION

- A. The Parties entered into a supplemental funding agreement on 19 December 2013 which was:
  - a. amended via deed of variation dated 30 August 2017;
  - b. amended and restated by deed of variation dated 5 December 2022;
  - c. further amended by deed of variation dated 19 December 2024;

relating to the establishment, maintenance and funding of Hardingstone Academy (the “**Supplemental Funding Agreement**”) in accordance with the Supplemental Funding Agreement.

- B. The Parties now wish to vary and amend certain terms and conditions of the Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Supplemental 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 Supplemental Funding Agreement.

### 2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed the Supplemental Funding Agreement shall be amended as follows:

#### Summary Sheet

The age range of Hardingstone Academy shall be amended to “0 to 11.”

The statutory capacity number shall remain “420” and the number of nursery places shall be amended to “38.”

The “SEN unit / Resource provision” box of the Summary Sheet shall be amended as follows:

<b>SEN unit / Resource provision</b>	Yes - 20 planned places for pupils with Social and Communication Needs
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### Running of the Academy

At Clause 2B, the age range of Hardingstone Academy shall be amended to “0 to 11” and the nursery provision capacity shall be amended to “38.”

At Clause 2.C, the wording “with up to 10 planned places for pupils with high-functioning Autistic Spectrum Disorder, Social and Communication Needs in the age range 7-11” shall be deleted and replaced with the following:

“with up to 20 planned places for pupils with Social and Communication Needs in the age range 7-11.”

- 2.2 Except as varied by this Deed, the Supplemental 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:- )

*R. Huggett King*  
.....  
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by  
**East Midlands Academy Trust**, acting by:

*Mark*  
.....

**Director**

In the presence of:

W  
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T  
N  
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S  
S

Sign

Name Harriet Trayling

Address Winckworth Sherwood LLP, 255 Blackfriars Road, London, SE1 9AX

Occupation Trainee Solicitor