

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 25th day of August 2021

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Windsor Learning Partnership (the "**Company**") a charitable company incorporated in England and Wales with registered number 09409109 and whose registered office is at C/O Windsor Girls' School, Imperial Road, Windsor, SL4 3RT;

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated on or about 25 April 2016 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of an Academy known as Dedworth Middle 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 1 September 2021 the Funding Agreement shall be amended as follows:
 - 2.1.1 The capacity number of "480" on page 4 is deleted and replaced with "720".
 - 2.1.2 The SEN unit/Resource provision of "N/A" on page 4 is deleted and replaced with "an 6 place resourced provision for pupils with autistic spectrum disorder (ASD)."
 - 2.1.3 That the current clause 2.B on page 9 shall be deleted and replaced with the following clause:

"2.B The planned capacity of the Academy is 720 in the age range 9 to 13, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. The Academy will be an all ability inclusive school."

- 2.1.4 That the current clause 2.C on page 9 shall be deleted and replaced with the following clause:

“2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 6 planned places for pupils with autistic spectrum disorder (ASD) in the age range 9 to 13.”

- 2.1.5 That the current clause 2.D on page 9 shall be deleted and replaced with the following clause:

“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 the relevant LAs (in their strategic role in the commissioning of SEN provision); and
- b) consider how this 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:-)
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)

[Handwritten Signature]
.....
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by Windsor Learning Partnership acting by:

[Handwritten Signature]
.....

Director

In the presence of:

W
I
T
N
E
S
S

Sign

Name

Address

Occupation

[Redacted witness information with black boxes and a diamond watermark pattern]