

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 1st day of January 2024

BETWEEN

- 1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Secretary of State**") and
- 2) Peak Edge, a charitable company incorporated in England and Wales with registered company number 11650747 whose registered address is at Oughtibridge Primary School, Naylor Road, Oughtibridge, Sheffield, United Kingdom, S35 0HG(the "**Company**")

together the "**Parties**".

INTRODUCTION

- A. The Parties have entered into a supplemental funding agreement dated 30 April 2019 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Stannington Infant School Peak Edge 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

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 'Stannington Infant School Peak Edge' opposite '**Name of academy**' in the Summary Sheet on page 4 shall be deleted and replaced by 'Stannington Infant School'.
 - 2.1.2 'no' opposite '**SEN unit / Resource provision**' in the Summary Sheet on page 4 shall be deleted and replaced by 'yes'.
 - 2.1.3 Title number 'SYK631573' which appears opposite '**Address and title number of Land**' in the Summary Sheet on page 4 shall be deleted and replaced by 'SYK631513'.
 - 2.1.4 The definition of "The **Academy**" in clause 1.C shall be deleted and replaced by the following.

“The **Academy**” means Stannington Infant School.’

2.1.5 The row which begins ‘2.C, 2.D’ in the table on page 5 shall be deleted and replaced by the following.

2.C, 2.D	Only applies where the Academy has an SEN unit	Applied	
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2.1.6 Clause 2.C shall be deleted and replaced by the following.

2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with SLCN in the age range 4 - 7.

2.1.7 Clause 2.D shall be deleted and replaced by the following.

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.

2.1.8 The definition of “**Land**” under the heading to clause 4 on page 15 shall be deleted and replaced by the following.

“**Land**” means the land at Stannington Infant School, Stannington Road, Sheffield, S6 6AN, being part of the land registered with title number SYK631513 and demised by the Lease.

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.

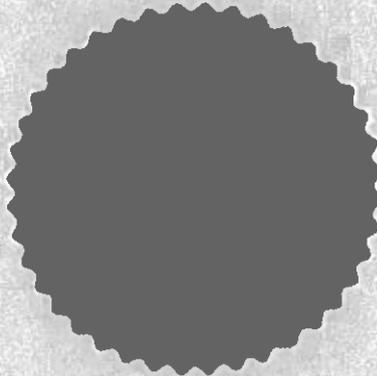
EXECUTED as a deed by affixing the corporate seal of the Secretary of State for Education authenticated by [REDACTED]

[REDACTED]

Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **Peak Edge,** acting by

[REDACTED]



in the presence of.

**W
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Sign

[REDACTED]

Name

Address

Occupation

[REDACTED]