DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 26 day of June 2025

BETWEEN

1) The Secretary of State for Education (the "**Secretary of State**"); and
2) **The Griffin Schools Trust**, (the "**Company**") a charitable company incorporated in England and Wales with registered number 07893665,

together, the "**Parties**".

INTRODUCTION

A. The Parties entered into a supplemental funding agreement dated on 30 August 2013, which was varied by a deed of variation dated on 14 November 2024 (together, the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of a Nicholas Chamberlaine School (the "**Academy**") in accordance with the Supplemental Funding Agreement.

B. The Parties now wish to further 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 1 September 2025, the Supplemental Funding Agreement shall be amended as follows:

a) amending the summary sheet by removing the existing sections referring to "Capacity number" and "SEN Unit/ Resource provision" and replacing with the below:

Capacity number (of statutory school age places) **(if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)**	1500 (including 24 places in the resource provision) plus 93 sixth form places
SEN unit / Resource provision	Resource provision

	24 Communication and interaction (C&I) needs including autistic spectrum conditions (ASC) and speech, language and communication needs (SCLN)

b) replacing existing clause 2.C with the following new clause 2.C:

"2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 24 planned places for pupils with Communication and interaction (C&I) needs including autistic spectrum conditions (ASC) and speech, language and communication needs (SCLN) in the age range 11 - 16.

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:-)

.....
Duly authorised by the Secretary of State for Education

EXECUTED as a deed by
The Griffin Schools Trust
acting by:

[redacted]

Director

In the presence of:

[redacted]

Witness

Name: [redacted]

Address: [redacted]

Occupation: [redacted]