

DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 26th day of August 2026 2026

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Park Academies Trust (the "**Company**") a charitable company incorporated in England and Wales with registered number 07694023 together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 31 July 2019 (the "**Funding Agreement**") relating to the establishment, maintenance and funding of Red Oaks Primary School in accordance with the Funding Agreement.
- B. The Funding Agreement is supplemental to the Master Funding Agreement entered into between the Secretary of State and the Company dated 27 September 2018.
- C. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement further in accordance with the terms of this Deed.
- D. 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 2026 the Funding Agreement shall be amended as follows:

The Summary Sheet shall be amended as follows

	Current Wording:	New Wording:
SEN unit / Resourced Provision	OTH - Other Difficulty/Disability and HI – Hearing Impairment	Complex SEN unit of 36 places

The clause variations table shall continue to read as follows

2.C, 2.D	Only applies where the Academy has an SEN unit or Resourced Provision	Applied	
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Clause 2.B shall be amended to read:

The school has an age range of 3-11 with a capacity of 480 places 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.

Clause 2.C shall be amended to read:

With effect from 1 September 2026:

- i.) The two Specialist Resource Provisions previously operated at the Academy for pupils with Other Difficulty/Disability (OTH) and Hearing Impairment (HI) respectively shall cease to operate. The Academy Trust shall take all reasonable and necessary steps to ensure the orderly closure of those provisions, including making appropriate arrangements for the continued education of any pupils currently placed within those provisions in consultation with the relevant local authority.
- ii.) The Academy will operate a complex needs Special Educational Needs and Disability unit (the "SEND Unit") with up to 36 designated places reserved for pupils with complex needs, in the age range of 4 to 11.
- iii.) The Academy Trust shall admit to the SEND Unit pupils who hold an Education, Health and Care Plan naming the Academy, in accordance with the relevant statutory requirements and the Schools Admissions Code.
- iv.) The Academy Trust must operate the SEND Unit in accordance with the arrangements agreed from time to time with the relevant local authority or authorities in their strategic commissioning role for SEN provision.

Clause 2.D shall be amended to read:

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 Local Authorities (in their strategic role in the commissioning of SEN provision); and
- b. Consider how his determination will affect the Local Authorities 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:-)



Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **The Park Academies Trust**

acting by:



Director

In the presence of:

W Sign 
