

## DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT

THIS DEED is made the 30 day of August 2022

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
- 2) The AD ASTRA ACADEMY TRUST, (the "Company") a charitable company incorporated in England and Wales with registered number 09308398, together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a Funding Agreement dated 18<sup>th</sup> December 2013 which was varied on or about 1st April 2022 (the "Funding Agreement") relating to the establishment, maintenance and funding of Sunnyside Academy.
- 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 the date of this Deed the Funding Agreement shall be amended as follows:

- 1) In the Summary Sheet the SEN unit/Resource provision shall be amended to read:

Sensory Needs (deaf and vision impaired – 40 (age 3 – 11)

Social, Emotional and Mental Health (SEMH) Needs – 8 (age 7 – 11)

Cognition and Learning Difficulties – 20 (age 7 – 11)

Early Intervention Needs – 6 (age 4 – 7)

- 2) At clause 2.C the wording shall be removed and re-instated with:

The Academy must operate designated places reserved for pupils with special educational needs (SEN Unit and/or Resourced provision) with up to 40 planned places for pupils with Sensory Needs in the age range 3 – 11, up to 8 planned places for pupils with SEMH in the age range 7

– 11, up to 20 planned places for pupils with Cognition ad Learning Difficulties in the 7 – 11 and up to 6 planned places for pupils with Early Intervention Needs in the age range 4 – 7.

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).

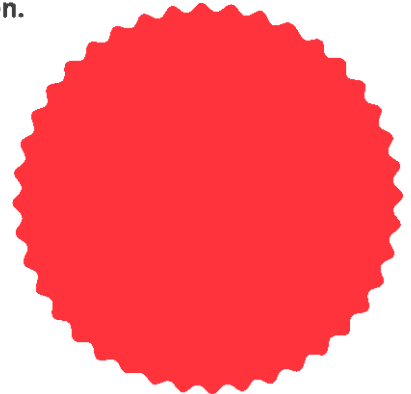
**4. Counterparts**

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:- )

MA Marshall  
Duly authorised by the Secretary of State for Education



EXECUTED as a deed by )  
Ad Astra Academy Trust )  
acting by: )

AB  
Director  
Print name ANDREW BROWN  
Date 30/8/2022

Witnessed by Susan Lister  
Signature  
Full name SUSAN LISTER  
Address HUB 2, THE INNOVATION CENTRE,  
VENTURE COURT, QUEENS MEADOW BUSINESS PARK  
Occupation CHIEF CREATING OFFICER HARTLEPOOL  
TS2 5 5TG.

