DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 27th day of November 2025

BETWEEN

1) The Secretary of State for Education (the **"Secretary of State"**); and
2) Cumbria Education Trust, (the **"Company"**) a charitable company incorporated in England and Wales with registered number 07698631, together, the **"Parties"**.

INTRODUCTION

A. The Parties entered into a deed of novation and variation of the funding dated 25 February 2025 (the **"Funding Agreement"**) relating to the establishment, maintenance and funding of Stramongate Primary 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 the date of this Deed the Funding Agreement shall be amended in accordance with Schedule 1 of this Deed.

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]

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by
Cumbria Education Trust,
acting by:

[redacted]

Director

In the presence of:

WITNESS

Sign [redacted]

Name [redacted]

Address [redacted]

Occupation [redacted]

SCHEDULE 1

Amendments to the Funding Agreement

1. The following entries shall replace the current entries in the table in the Summary Sheet Information about the Academy:

SEN unit / Resource provision	Yes, 10 places

2. In the table of clause variations the following will be amended:

Clause No.	Descriptor	Applied	Not used
2.C, 2.D	Only applies where the academy has a SEN unit	X	

3. The following shall replace clause 2.B

"The planned capacity of the Academy is 420 and the age range is 4 – 11, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. For the avoidance of doubt, notwithstanding that an individual applicant's age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child's Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code ('Admission of children outside their normal age group'), to request that the child be admitted to the school outside of the child's normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.

4. The following shall replace clause 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 Autism Spectrum Disorder (ASD) and Speech, Language, and Communications (SLCN) in the age range 4 – 11"

5. The following shall replace 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 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.