

**DEED OF VARIATION TO  
THE SUPPLEMENTAL FUNDING AGREEMENT**

THIS DEED is made the 14 day of November

2024

**BETWEEN**

- 1) **THE SECRETARY OF STATE FOR EDUCATION** ("**Secretary of State**"); and
- 2) **MALTBY LEARNING TRUST** incorporated and registered in England and Wales with company number 07033915 whose registered office is at Maltby Grammar Business Hub, Braithwell Road, Maltby, Rotherham, South Yorkshire, England, S66 8AA ("**Trust**"),

together, the "**Parties**".

**INTRODUCTION**

- A The Parties entered into a funding agreement dated on or about 27 November 2014 (the "**Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Maltby Manor Academy (the "**Academy**") in accordance with the Supplemental Funding Agreement.
- C 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.
- D 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 the date of this Deed the Supplemental Funding Agreement shall be amended as follows.
- 2.1.1 In the section of the Summary Sheet headed "Information about the Academy", in the box indicating "SEN unit / Resource Provision", the words "Not applicable" shall be deleted and substituted by the words "SEMH provision of 10 places".
- 2.1.2 After Clause 2.B, under "SEN Unit", in place of "2.C Not Used" and "2.D Not Used" insert the following clauses:
- 2.C The Academy is permitted to operate designated places for pupils with SEN (SEN Unit or Resourced Provision) with up to 10 planned places for pupils with identified Social Emotional Mental Health (SEMH) support which is noted as a primary need.
- 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.

2.2 Except as varied by this Deed, the Supplemental Funding Agreement shall remain in full force and effect.

**3. Governing law and jurisdiction**

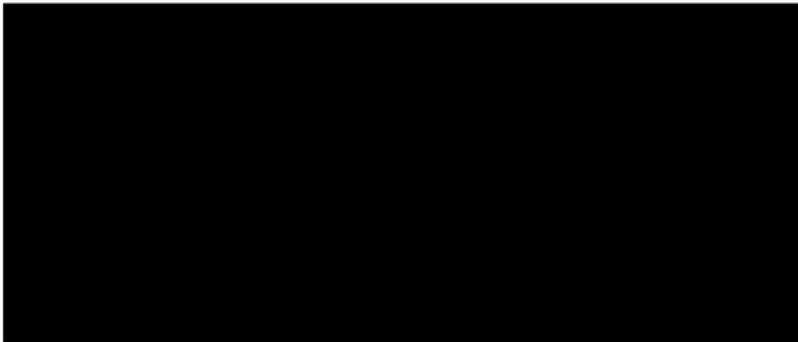
3.1 This Deed, and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

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 the **TRUST**  
acting by one director

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