

# DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made on the 20th December 2024

## BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) The Invictus Education Trust (the "**Company**") [a charitable company incorporated in England and Wales with registered number 09284368, together, the "**Parties**".

## INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 26<sup>th</sup> February 2015 (the "**Funding Agreement**") which was subsequently varied by a deed of variation dated 29th January 2024 relating to the establishment, maintenance and funding of an Academy 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 as follows:

**Insertion of clause 2.C and 2.D to highlight that Ellowes Hall Sports College will add a SEN Unit. The clause' have also been marked as 'applied' on page 5 of the SFA.**

**Inserted clauses are as follows:**

**Summary sheet:**

SEND Unit/Resource Provision	12 commissioned places for children with SEN. All pupils will have an EHCP where SEMH is the primary need
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2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 12 planned places for pupils with Social, Emotional and Mental Health Difficulties (SEMH) that requires an Education Healthcare Plan (EHCP), in the age range of 11 – 16 years.

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 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: )  
)  
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Duly authorised by the Secretary of State for Education

EXECUTED as a deed by *Invictus Education Trust* acting by:

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**Director**  
Jessica Shulman

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**Secretary**  
Michelle Jones