

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 SUPPLEMENTAL 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:

1.1.1 clause 2.B is amended to read as follows:

The planned capacity of the Academy is 265 (218 plus 27 places for 3 year olds and 20 places for 2 year olds) in the age range 2 to 11 years 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.

1.1.2 clause 2.C is amended to read as follows:

The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 8 planned places for pupils in Key Stage 2 with an Autistic Spectrum Disorder combined with speech and language communication needs.

1.1.3 clause 2.D is amended to read as follows:

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 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 affixing the corporate)

seal of the **Secretary of State for Education**)

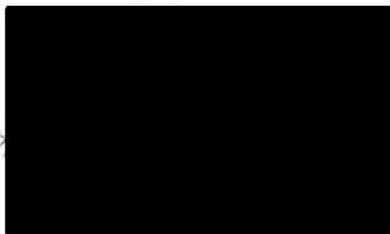
authenticated by:-)

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Duly authorised by the Secretary of State for Education

EXECUTED as a deed by **University of Brighton Academies Trust**

acting by:



Director

In the presence of:

W Signature

I

T Name

N

E Address

S

S Occupation

