

## DEED OF VARIATION TO THE FUNDING AGREEMENT

THIS DEED is made the 12<sup>th</sup> day of February 2024

### BETWEEN

- 1) The Secretary of State for Education (the "Secretary of State"); and
  - 2) Stone Soup Learns, (the "Company") a charitable company incorporated in England and Wales with registered number 07217174,
- together, the "Parties".

### INTRODUCTION

- A. The Parties entered into a funding agreement dated on or about 16 July 2012 (the "Funding Agreement") relating to the establishment, maintenance and funding of Stone Soup 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 in accordance with Schedule 1 to 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.

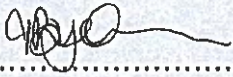
**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

**EXECUTED** as a deed by affixing the corporate )  
seal of the **Secretary of State for Education** )  
authenticated by:- )

  
.....  
Duly authorised by the Secretary of State for Education




**EXECUTED** as a deed by  
**Stone Soup Learns**  
acting by:

  
.....

**Director**

In the presence of:

|              |                                                                                      |
|--------------|--------------------------------------------------------------------------------------|
| W Sign       |  |
| I            |                                                                                      |
| T Name       | JB CAWKWELL                                                                          |
| N            |                                                                                      |
| E Address    | 25 Hunter Hill Rd, Sheffield, S11 8UD                                                |
| S            |                                                                                      |
| S Occupation | Lecturer                                                                             |



## SCHEDULE 1

### Amendments to the Funding Agreement

1. Clause 17 shall be amended as follows:

17) The planned number of places at the alternative provision Academy is 110 places in the age range 11-19, including a sixth form of up to 50 places. The planned number of places is not determinative of GAG. GAG for each Academy Funding Year will be determined by the Secretary of State in accordance with clauses 42A and 42B. The alternative provision Academy will provide education for the cohort of pupils whose characteristics are set out in the requirements at 1C of the Academies Act and whose requirements for:

- a) the admission of pupils to the alternative provision Academy are set out in Annex B to this Agreement;
- b) the admission to the alternative provision Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
- c) pupil exclusions are set out in regulations made by virtue of section 51A of the Education Act 2002 (as may be amended or modified from time to time, and includes any successor provision(s)).

2. The following definitions shall be inserted in Clause 4 of the Funding Agreement:

"Satellite Site" means the freehold land at 33 Pilcher Gate, Nottingham, NG1 1QF, being the land registered with title number NT313413, which is to be the permanent site of the alternative provision Academy.

"Property Notice" means any order, notice, proposal, demand or other requirement issued by any competent authority which materially affects the Academy Trust's ability to use the Satellite Site for the purposes of the Academy or any correspondence that affects the extent of the Satellite Site.

3. The following clauses shall be inserted after Clause 108N of the Funding Agreement:

**Restrictions on transfer**

108O) The Academy Trust must:

- a) within 28 days of the signing of this Agreement in circumstances where the Satellite Site is transferred to the Academy Trust prior to the date of this Agreement, or otherwise within 28 days of the transfer of the Satellite Site to the Academy Trust, apply to the Land Registry using Form RX1 for the following restriction (the "**Restriction**") to be entered in the proprietorship register for the Satellite Site:

*No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT;*

- b) take any further steps reasonably required to ensure that the Restriction is entered on the proprietorship register;
- c) promptly confirm to the Secretary of State when the Restriction has been registered;
- d) if it has not registered the Restriction, permit the Secretary of State to do so in its place; and
- e) not, without the Secretary of State's consent, apply to disapply, modify, cancel or remove the Restriction, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

#### **Obligations of the Academy Trust**

108P) The Academy Trust must keep the Satellite Site clean and tidy and make good any damage or deterioration to the Satellite Site. The Academy Trust must not do anything to lessen the value or marketability of the Satellite Site without the Secretary of State's consent.

108Q) The Academy Trust must not, without the Secretary of State's consent:

- a) grant any consent or licence; or
- b) create or allow any encumbrance; or
- c) part with or share possession or occupation; or
- d) enter into any onerous or restrictive obligations,

in respect of all or part of the Satellite Site provided that the Academy Trust may grant a licence or share occupation of part of the Satellite Site with a proprietor or proposed proprietor of an academy or a body or individual providing services or facilities which are for community, fundraising or recreational purposes ancillary to educational services and where no relationship of landlord and tenant arises as a result of such occupation.

#### **Option**

108R) The Academy Trust grants and the Secretary of State accepts an option (the "**Option**") to acquire all or part of the Satellite Site at nil consideration. The Secretary of State may exercise the Option in writing:

- a) if this Funding Agreement is terminated for any reason;
- b) at any time on or after the issue of a Termination Notice
- c) if, under clause 108V, the Academy Trust and the Secretary of State agree that part of the Satellite Site should be demised or leased to another academy trust; or
- d) if, under clause 108X, the Academy Trust cannot use all or part of the Satellite Site as the permanent site of the Academy.

108RA) If the Option is exercised, completion will take place;

- a) 28 days after the exercise date where a Termination Notice has not been issued; or

- b) where a Termination Notice has been issued, the date specified in the Termination Notice as to when this Agreement shall terminate

and in either case in accordance with the Law Society's Standard Conditions of Sale for Commercial Property in force at that date.

### **Option notice**

108S) The Academy Trust:

- a) must, within 14 days after acquiring the Satellite Site or, if later, after signing this Agreement, apply to the Land Registry on Form AN1 (including a copy of this Agreement) for a notice of the Option (the "Option Notice") to be entered in the register, taking any further steps required to have the Option Notice registered and promptly confirming to the Secretary of State when this has been done;
- b) if it has not registered the Option Notice, agrees that the Secretary of State may apply to register it using Form UN1;
- c) must not, without the Secretary of State's consent, apply to disapply, modify or remove the Option Notice, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust, and
- d) must, in the case of previously unregistered land, within 14 days after acquiring the Satellite Site or, if later, after signing this Agreement, apply to register a Class C(iv) land charge in the Land Charges Registry, and send the Secretary of State a copy of the relevant entry within 7 days after the registration has been completed. If the Secretary of State considers that the Academy Trust has not complied with this clause, he may apply to secure the registration.

### **Property notices**

108T) If the Academy Trust receives a Property Notice, it must:

- a) send a copy of it to the Secretary of State within 14 days, stating how the Academy Trust intends to respond to it;
- b) promptly give the Secretary of State all the information he asks for about it;
- c) allow the Secretary of State to take all necessary action, with or instead of the Academy Trust, to comply with it, and
- d) use its best endeavours to help the Secretary of State in connection with it.

### **Sharing the Satellite Site**

108U) Where:

- a) the Secretary of State identifies basic or parental need for additional places in the area in which the Academy is situated; and
- b) the Secretary of State then considers that not all the Satellite Site is needed for the operation of the Academy at planned capacity,

the Secretary of State must consult with the Academy Trust to determine whether part of the Satellite Site could be demised or leased to another academy trust, as the Secretary of State considers appropriate, for the purpose of that academy trust establishing and maintaining an educational institution on the Satellite Site.

108V) To the extent the Academy Trust and the Secretary of State agree to part of the Satellite Site being demised or leased in accordance with clause 108U, the Academy Trust must use its best endeavours to procure all necessary consents in order to enable it to share occupation of the Satellite Site with the incoming academy trust and to provide the incoming academy trust with security of occupancy over that part of the Satellite Site occupied by it, and shall enter into any legal arrangements which the Secretary of State requires for this purpose. The Secretary of State shall meet the necessary and reasonable legal costs incurred by the Academy Trust in connection with entering into any such arrangements under this clause.

108W) For the purposes of clause 108U:

- a) a **basic need** will arise when the forecast demand for pupil places in the area where the Academy is situated is greater than the existing capacity to provide them;
- b) a **parental need** will arise when the Department for Education is actually aware of an additional demand for pupil places in the area where the Academy is situated, following representations from Parents in that area; and
- c) **planned capacity** has the meaning given in clause 17.

108X) If the Academy Trust cannot use all or part of the Satellite Site as the permanent site of the Academy but the Secretary of State agrees not to terminate this Agreement on that basis, the Secretary of State may notify the Academy Trust that he intends to exercise the Option to transfer all or part of the Satellite Site for nil consideration to himself or his nominee.

108Y) On or following the issue of a Termination Notice, the Secretary of State may give notice that he intends to exercise his rights under clause 108R. Any such notice is without prejudice to his right to exercise any other rights available to him.