

**DEED OF VARIATION TO THE SUPPLEMENTAL FUNDING AGREEMENT
FOR
SPRINGWELL SCHOOL**

THIS DEED is made the 15th day of December 2025

BETWEEN

- 1) The Secretary of State for Education (the "**Secretary of State**"); and
- 2) Extol Academy Trust, a charitable company incorporated in England and Wales with registered number 08561360 (the "**Company**")

together, the "**Parties**".

INTRODUCTION

- A. The Parties entered into a supplemental funding agreement dated 24 August 2022 (the "**Existing Supplemental Funding Agreement**") relating to the establishment, maintenance and funding of Springwell School in accordance with the Existing Supplemental Funding Agreement;
- B. The Parties now wish to vary and amend certain terms and conditions of the Existing Supplemental Funding Agreement in accordance with the terms of this Deed.
- C. This Deed is supplemental to the Existing Supplemental Funding Agreement.

1. INTERPRETATION

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 Existing Supplemental Funding Agreements.

2. VARIATION OF THE FUNDING AGREEMENT

- 2.1 The Parties agree that with effect from the date of this Deed Clause 1.H shall be amended to

"The Academy Trust must ensure special educational provision is made at the Academy for one or more categories of SEN. These categories may include, but are not limited to Severe Learning Difficulties (SLD), Profound & Multiple Learning Difficulties (PMLD), Autistic Spectrum Disorder (ASD) and Speech, Language & Communication Needs (SLCN)"

- 2.2 Except as varied by this Deed, the Existing Supplemental Funding Agreements 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

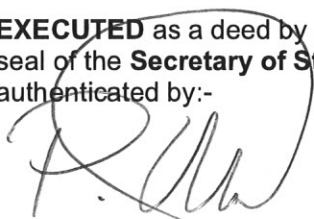
or its subject matter or formation (including non-contractual disputes or claims).

4. Counterparts

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
Extol Academy Trust,
acting by:

Signed by:

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.....
Director

In the presence of:

W I T N E S S	Sign	
	Name	Phil Butterworth
	Address	253a Park Road, Hartlepool
	Occupation	Nuclear Engineer