

**DEED OF VARIATION TO THE FUNDING AGREEMENT
ST MARK'S COFE JUNIOR SCHOOL**

THIS DEED is made the 15 day of *January* 2026

BETWEEN

- 1) **The Secretary of State for Education** (the “**Secretary of State**”); and
 - 2) **Brunel Academies Trust**, a charitable company incorporated in England and Wales with registered number 10074054 whose registered office is at Unit B4c Orbital Retail Park, Thamesdown Drive, Swindon, England, SN25 4AN (the “**Company**”),
- together, the “**Parties**”.

INTRODUCTION

- A. The Academy was operated by Somerset Road Education Trust (company number 09343767) until 1 February 2024, on which date the operation of St Mark's CofE Junior School (“the **Academy**”) was transferred to the Company.
- B. On 19 December 2014, Somerset Road Education Trust and the Secretary of State entered into a supplemental funding agreement for the establishment, maintenance and funding of the Academy, which was varied by way of a Deed of Variation dated 20 August 2021 (the “**Funding Agreement**”).
- C. The Company, Somerset Road Education Trust and the Secretary of State entered into a Deed of Novation and Variation dated 22 January 2024, which novated and varied the Funding Agreement with effect from 1 February 2024, and transferred the operation of the Academy to the Company.
- D. The Parties now wish to vary and amend certain terms and conditions of the Funding Agreement in accordance with the terms of this Deed. The Parties acknowledge and agree that the changes took effect on 1 September 2024 (the “**Effective Date**”).
- E. 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 Effective Date, the Funding

Agreement shall be amended as follows:

The “**Capacity number**” and “**SEN unit / Resource Provision**” details shown in the Summary Sheet on page 4 of the Funding Agreement shall be deleted and replaced with the following:

Capacity number (of statutory school age places) (if the Academy has a nursery provision, please provide a breakdown of capacity for nursery pupils and statutory school age places)	380 (including 20 Resource Provision places)
SEN unit / Resource provision	Resource provision – 20 places - SLCN

- Clause 2.B (Pupils) is deleted and replaced with the following:

“2.B The planned capacity of the Academy is 380 and the age range is 7 to 11, which for the avoidance of doubt includes pupils with designated places pursuant to clause 2.C. For the avoidance of doubt, notwithstanding that an individual applicant’s age might be outside the specified age range of the Academy, the Academy is not prevented from considering an application made by the child’s Parent(s) in order to comply with the relevant paragraph of the Schools Admissions Code (‘Admission of children outside their normal age group’), to request that the child be admitted to the school outside of the child’s normal age group. Where such a request is agreed, the child should be educated in an existing year group. The Academy will be an all ability inclusive mixed sex school.”

- Clause 2.C (SEN Unit or Resourced Provision) is deleted and replaced with the following:

“2.C The Academy must operate designated places reserved for pupils with SEN (SEN Unit or Resourced Provision) with up to 20 planned places for pupils with Speech, Language and Communication Needs (SLCN) in the age range 7 to 11.”

- 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:-)

Jessica Toole

Duly authorised by the Secretary of State for Education



EXECUTED as a deed by **Brunel Academies Trust**

acting by:

Signed by:
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.....7760393539D0403.....

Director

Signed by:
Alison Thunder
.....9BC6E40FE7A6401.....

Director