

DATED 19th December **2023**

THE SECRETARY OF STATE FOR EDUCATION (1)

AND

UNITY EDUCATION TRUST (2)

DEED OF VARIATION

**relating to the Supplemental Funding Agreement for Short Stay School for
Norfolk**

The Parties to this Deed are:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the “**Secretary of State**”);
- (2) **UNITY EDUCATION TRUST** (company number 10591822) an exempt charity and company limited by guarantee registered in England and Wales whose registered office is at Dereham Sixth Form College, Crown Road, Dereham, Norfolk, NR20 4AG (“**Unity**”),

together referred to as the “**Parties**”.

INTRODUCTION

A. Unity currently operates an academy within the meaning of the Academies Act 2010, known as “**Short Stay School for Norfolk**”, comprising of the following schools:

- (a) The Brooklands School, Shrublands, Gorleston, Great Yarmouth, NR31 7BP (“**the Brooklands School**”);
- (b) The Douglas Bader School, Filby Road, Badersfield, Norwich, NR10 5AY (“**the Douglas Bader School**”);
- (c) The Earthsea School, Berry Lane, Honingham, NR9 5AY (“**the Earthsea School**”);
- (d) The Locksley School, Locksley Road, Norwich, NR4 6LG (“**the Locksley School**”);
- (e) The Rosebery School, Field Lane, Kings Lynn, PE30 4AY (“**the Rosebery School**”);
- (f) Compass Belton, Bell Lane, Great Yarmouth, NR31 9LD (“**Compass Belton**”);
- (g) Compass Lingwood, Lingwood School, Norwich, NR13 4TJ (“**Compass Lingwood**”);
and
- (h) Compass Pott Row, Cliffe-en-Howe Road, Kings Lynn, PE32 1BY (“**Compass Pott Row**”).

together, the “**Academy**”, which are academy schools within the meaning of the Academies Act 2010.

- B. The Secretary of State and Unity entered into the supplemental funding agreement (the “**Existing SFA**”) for the maintenance and funding of the Academy on 27th February 2017 and varied it on 19th December 2019 in respect of The Brookland School, The Douglas Bader School, The Earthsea School, The Locksley School, The Rosebery School, Compass Belton, Compass Lingwood, and Compass Pott Row.
- C. The Parties have agreed to amend and restate the terms of the Existing Deed, in accordance with the terms of this Deed.

LEGAL AGREEMENT

- 1. This Deed is supplemental to and restates the Existing SFA.
- 2. Any word or phrase used in this Deed shall, if that word or phrase is defined in the Existing SFA, bear the meaning given to it in the Existing SFA.
- 3. This Deed, and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.
- 4. The Parties irrevocably agree that the courts of England and Wales shall 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).

VARIATION

- 5. The Parties agree that with effect from the 1st January 2024, the Existing SFA shall be amended and restated so that the Short Stay School for Norfolk is to be renamed “the Pathfinder School”.
- 6. The Parties agree that with effect from the 1st January 2024, the following school and site will form part of the Short Stay School for Norfolk and shall be obliged by the terms of the Existing SFA:
 - a. Hooper Lane Short Stay School For Norfolk, 15, Hooper Lane, Norwich, Norfolk, NR3 4ED (“**Hooper Lane**”).

7. The Secretary of State and Unity agree that with effect from 1st January 2024, the following schools will no longer form part of the Short Stay School for Norfolk and shall be disregarded in the Existing SFA:

- a. the Earthsea School;
- b. Compass Belton;
- c. Compass Lingwood; and
- d. Compass Pott Row.

8. As varied by this Deed, the Existing SFA shall remain in full force and effect.

COUNTERPARTS

9. 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 last date listed below.

EXECUTED as a deed by affixing the corporate seal)
of **THE SECRETARY OF STATE FOR EDUCATION**)
authenticated by:-)


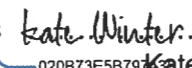


[Handwritten Signature]
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Duly authorised by the **SECRETARY OF STATE FOR EDUCATION**

Date 19/12/2023

EXECUTED as a deed by **UNITY
EDUCATION TRUST** acting by
one director in the presence of a
witness:

Director 
Print name Glyn Hambling
Date 19th December 2023
Witness 
Print name Kate Winter
Address 6 Stoney End, Mattishall, Dereham, Norfolk, NR20 3RY
Occupation EA